

Mayor:
David Grant

Councilmembers:
Brenda Holden
Fran Holmes
Dave McClung
Jonathan Wicklund



**Regular City Council
Agenda
August 8, 2016
7:00 p.m.
City Hall**

Address:
1245 W Highway 96
Arden Hills MN 55112

Phone:
651-792-7800

Website:
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](#)
[ATTACHMENT A.PDF](#)

4. APPROVAL OF MINUTES

4.A. July 18, 2016, Regular City Council

Documents:

[07-18-16-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. Planning Case 16-016 - PUD Agreement Phase 2 - Land O' Lakes - 4001
Lexington Avenue North

Matthew Bachler, Senior Planner

Documents:

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

5.C. Motion To Approve The Municipal Engineering Consultant Pool

John Anderson, Acting Public Works Director

Documents:

[MEMO.PDF](#)

5.D. Motion To Authorize Requests For Proposals For Engineering Services For The
Bethel Trail

John Anderson, Acting Public Works Director

Documents:

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

5.E. Motion To Approve Ordinance 2016-007 In Planning Case 16-020 (Mobile
Residential Home Opt Out Ordinance) And Motion To Approve Publishing A
Summary Of Ordinance 2016-007

Matthew Bachler, Senior Planner

Documents:

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

[ATTACHMENT F.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](#)

8. NEW BUSINESS

9. UNFINISHED BUSINESS

10. COUNCIL COMMENTS

ADJOURN



ARDEN HILLS
MEMORANDUM

DATE: August 8, 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

Attached is an update on recent activities as prepared by Stacie Kvilvang of Ehlers.

Attachment A: August 8, 2016 Update from Ehlers



Date: August 8, 2016
To: City Council
From: Stacie Kvilvang
Subject: TCAAP Update

Development

- The County will be submitting a preliminary plat to the City within the next 30 days. The plat is to define the boundaries of the property that can be transferred for development and outlots that need to be deeded to MNDOT for intersection improvements at the County Road H entrance.
- The Master Development Team continues to work on refinement of their plan and will be presenting their preliminary thoughts on the TRC and Master Plan at the joint meeting of the City Council and JDA on August 15th.

Meetings

- City and County staff, Ehlers and the Master Developer held their weekly project meetings on July 27th and August 3rd.
- On August 1st the JDA held their monthly meeting. At the meeting they set bi-monthly meetings to allow for opportunities for additional review and/or required approvals and heard a presentation from the Master Development Team updating them on what they have been working on since being selected and forecasting work over the next 90 days.
- On August 3rd the Master Development Team, County representatives, the City's Senior Planner and Ehlers had a conference call with the Department of Employment and Economic Development (DEED) to discuss grant sources available for TCAAP for remediation and development purposes.

Communications/Media

- The Mayor, Council member Wicklund, Interim Administrator Iverson and Ehlers will be interviewing four (4) communication consultant groups on August 9th starting at 2:00 p.m. A recommendation on a preferred consultant will be brought to the City Council for formal approval in August.



DRAFT

Approved: August 8, 2016

**CITY OF ARDEN HILLS, MINNESOTA
CITY COUNCIL WORK SESSION MEETING
JULY 18, 2016
5:00 P.M. - ARDEN HILLS CITY COUNCIL CHAMBERS**

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, and Dave McClung

Absent: Councilmember Jonathan Wicklund (excused)

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

Councilmember Holden requested a discussion be held regarding the Railroad Bridge on New Brighton Road.

1. AGENDA ITEMS

A. I-35W MnPASS Municipal Consent Update

Acting Public Works Director Anderson stated the Minnesota Department of Transportation is in the process of completing preliminary design and environmental documentation for a third lane in each direction along Interstate 35W from County Road C in Roseville to Sunset Avenue just North of Lexington Avenue in Lino Lakes.

Acting Public Works Director Anderson reported Mark Lindeberg, Project Engineer with MnDOT, was in attendance and would be presenting a project overview for the City Council. The City will be holding a public hearing on municipal consent at the July 25, 2016, regular City Council meeting following which the Council will be asked to act on municipal consent for this project. In addition to municipal consent, MnDOT is requesting feedback on the construction staging plan. The project is planned to be constructed over a 4-year period.

Mark Lindeberg, MnDOT, provided the Council with an overview on the MnPASS project and noted which bridges would be improved. He explained this project would assist with congestion in the northern suburbs. He reported MnDOT would be seeking municipal consent from nine communities. He indicated the project has an \$80 million shortfall at this time. MnDOT was seeking additional funding and was hoping to begin the project in 2019. The phases for the project were reviewed in further detail, and it was noted a portion of the County Road I loop would be closed. It was MnDOT's hope the project could be completed in three years.

Mayor Grant asked if sound walls were being proposed.

Mr. Lindeberg stated a number of sound walls are being evaluated as a part of this project.

Councilmember Holden questioned how MnDOT determined which areas received a sound wall and which did not.

Mr. Lindeberg reported a five decibel noise reduction must be observed in order for a sound wall to be considered.

Further discussion ensued regarding sound walls and potential breaks in the noise walls.

Mayor Grant supported the north bound lanes being completed first followed by the south bound lanes.

Councilmember Holden expressed concern with how traffic would be impacted by the closing of on and off ramps. She feared how this would adversely impact Arden Hills residents given the fact ramps would be close through the entire City.

Mr. Lindeberg stated access issues would be addressed but noted ramps would have to be closed in order to keep the project moving along in a timely manner.

Councilmember McClung agreed that access in and out of Arden Hills would be crucial during this project.

Councilmember Holden thanked MnDOT for pursuing the Arden Hills sign.

Mayor Grant thanked Mr. Lindeberg for his update and encouraged MnDOT to reconsider the ramp closures for this project in order to reduce the impact on Arden Hills' residents.

B. Opt-Out Ordinance – Temporary Family Health Care Accessory Dwellings

Senior Planner Bachler explained the State legislature passed a bill this session establishing a new permitting process for temporary family health care accessory dwellings. The law specifically applies to dwellings used for short-term care purposes for family members in need of assistance. Under the new regulations, these dwellings would require permitting from the City but would be exempt from certain provisions within the City's land use and building regulations. The Community Development Department provided comments on the draft legislation to the League of Minnesota Cities noting its concerns about the impacts of the law on public health and safety.

Although the law was adopted, there is a provision that allows cities to opt-out of the law if an ordinance is approved before it goes into effect on September 1, 2016. Staff continues to have concerns about the new law even though changes were made to the draft legislation based on comments provided by municipalities, including:

- The City currently prohibits the use of temporary accessory structures as dwellings, except a special permit may be granted by the City Council for the use of a temporary structure as a dwelling for no more than 90 days in emergency situations. The law would require the City to allow temporary family health care accessory dwellings to be in place for six months. The permit may also be renewed once for an additional six months.
- The law would supersede existing land use regulations in the City Code related to accessory structures. Though the statute would require that the accessory dwelling units comply with the City's setback requirements that apply to the principal structure on the property, it does not address lot coverage, drainage, and shoreland requirements.
- The law requires applicants to provide proof of adequate septic service management. City staff has concerns about the feasibility of providing safe, temporary septic services to these types of structure and what the process would be for enforcement and mitigation if there were a failure in these services.
- The law stipulates that applications must include proof of the provider network providing the primary care for the resident in the dwelling unit, and written certification of the need for assistance from a medical professional. This requirement places a burden on City staff to review and properly manage this type of private medical documentation.

Senior Planner Bachler explained the League of Minnesota Cities has recommended that cities consider passing an opt-out ordinance if they want to maintain their existing land use controls or develop customized regulations that might allow this type of dwelling unit in some cases using a different review and approval process.

Senior Planner Bachler recommended the Council direct City staff and attorney to draft an ordinance to opt-out of the requirements of Minnesota Statutes, Section 462.3593 regarding temporary family health care accessory dwellings. A public hearing would be required for the ordinance and could be held by the Planning Commission on August 3, 2016. The City Council could then review and take action on the Ordinance on August 8, 2016.

It was the consensus of the Council to support the City opting out.

C. Red Fox Business Center – Alpine Factor – Indoor Commercial Recreation Use

City Planner Streff stated Roberts Management Group has approached staff with a potential tenant for the site, Alpine Factory. The company provides indoor training facilities for skiers and snowboarders. A description of the business was provided. Based on its review, staff determined that the business would be classified as an indoor commercial recreation use. The subject property is located in the I-Flex District, which does not allow indoor commercial recreation uses as a

permitted use. Sports and fitness clubs, however, are allowed as a permitted use in the I-Flex District.

City Planner Streff reported staff consulted with the City Attorney on this matter and the City Attorney recommended that this item be brought to a City Council work session for discussion. Staff is requesting the City Council review the definitions for indoor commercial recreation and sports and fitness clubs and determine how to classify the proposed Alpine Factory or similar recreational uses.

City Planner Streff stated if the City Council determines the Alpine Factory business is an indoor commercial recreation use, the property owner could decide to submit an application for a Zoning Code Amendment to allow this use as a permitted use in the I-Flex District. This application would require a public hearing at the Planning Commission followed by review and approval by the City Council. If the City Council determines the use is sports and fitness club, staff will work with the property owner and applicant on processing any necessary building permits for tenant improvements.

Councilmember Holden asked if the Alpine Factory could be a conditional use.

City Attorney Jannik reported the Council could make the use a CUP.

Jessica Merchetta, Alpine Factory representative, described the unique offerings of the Alpine Factory noting this was a new concept for the United States. She reported she was proposing a facility that would be the first of its kind for the state of Minnesota and would offer artificial training for alpine skiing and snowboarding. She discussed how lessons would be scheduled along with the feedback that would be provided to patrons.

City Attorney Jannik advised that the proposed use differed from the other recreational uses in Arden Hills. This was the reason it was being brought before the Council for comment.

Councilmember Holden asked which building Alpine Factory would be located in.

Nick Roberts, Roberts Management Group, stated Building 2 was being proposed for the Alpine Factory.

Mayor Grant questioned how many visitors could be onsite at once.

Ms. Merchetta stated the maximum number of users would be 12.

Councilmember Holden supported the proposed use at the suggested location.

Councilmember Holmes also supported the use and recommended it be classified as a permitted use under club, sport and fitness in I-Flex so as to avoid a zoning code amendment.

Councilmember McClung and **Mayor Grant** agreed with this suggestion as well.

Further discussion ensued regarding the I-Flex zoning district.

D. Letter of Credit for Phase I Development Agreement – Land O’Lakes

Interim City Administrator/Director of Finance and Administrative Services Iverson stated the City Council approved the Phase I Development Agreement for Land O’Lakes on Monday, July 11, 2016. The City requires financial security to be provided by a developer for required infrastructure and land alteration activities and it is City policy to require that security in the form of an irrevocable letter of credit issued by a Minnesota FDIC insured bank. The Development Agreement approved by the City Council at its last meeting incorporates that requirement.

Interim City Administrator/Director of Finance and Administrative Services Iverson commented subsequent to that approval, the developer has informed the City staff and attorney that they “are bound by our credit agreement to issue any LOCs (Letters of Credit) through CoBank which is a Farm-Credit System bank headquartered in Denver.” The City attorney and staff have reviewed the developer’s request and recommend acceptance of the proposed financial security by the City Council for both Phase 1 and Phase 2. Staff requested feedback from the Council on the proposed financial security proposed by Land O’Lakes.

Councilmember McClung questioned the difference between a farm credit system bank versus an FDIC insured bank.

City Attorney Jamnik discussed the differences between these two entities noting City staff supported the farm credit system bank.

E. TCAAP Communication Plan

Stacie Kvilvang, Ehlers Inc., stated in August 2007 the City undertook a process to hire a Communications Consultant for TCAAP. The Communications Committee determined who to seek proposals from, interviewed those firms (Goff & Howard Inc., and Davis Communications) and ultimately recommended approval of Davis Communications. On October 29, 2007, the City approved entering into a contract with Davis Communications.

Ms. Kvilvang explained that as a part of the process, Davis Communications sent a questionnaire to the Council to receive some feedback on what needed to be communicated so a plan could be drafted. Based upon this feedback and discussion with the Council, a draft plan was developed and provided to the Communications Committee for review and comment. The Committee made revisions and a plan was submitted to the City Council for consideration and approved in early 2008. Since the Plan was created for the planning that was underway with Ryan Companies, a majority of the content in those documents may no longer be relevant and a new Plan or outline will need to be put together by the City’s new communications consultant.

Ms. Kvilvang recommended that the City Council interview candidates (or select two or three representatives to do the interviewing, one being the Mayor). She also recommended that the City follow the same process as last time. She reported she has compiled a list of firms to interview and that the City Council must select a date for interviews, which would take approximately four hours.

Councilmember McClung recommended Councilmember Wicklund assist with the interviews given the fact he serves on the Communications Committee.

Councilmember Holmes agreed with this suggestion. She believed the previous plan should have been more focused and not have provided the City with such a broad plan.

Councilmember McClung suggested Councilmember Wicklund be asked to sit in on the interviews along with the Mayor and if he was unwilling, he noted he would be interested in serving.

F. 2017-2021 Capital Improvement Program (CIP) Discussion

Interim City Administrator/Director of Finance and Administrative Services Iverson stated a preliminary plan has been prepared and along with a summary of projects, detailed sheets on each project and their proposed funding sources, a report showing the projects by funding source, and a sheet projecting the fund balances in each of the funds (since the operating budgets have not yet been completed, these fund balances are estimated operating costs).

Interim City Administrator/Director of Finance and Administrative Services Iverson reviewed a memo from John Anderson laying out significant changes in Public Works and their associated projects. Other notable differences can be found in Government Buildings, as well as, the Water and Sewer Funds. Government Buildings increased due to the replacement of HVAC equipment that is becoming increasingly costly to repair. The Water and Sewer Funds show negative fund balances in out years; however, this is mainly due to planned TCAAP infrastructure costs. These costs will be recovered in the rates charged for Sewer and Water once the rates are updated following a forthcoming rate study.

Acting Public Works Director Anderson commented on the Johanna Marsh tennis court. He stated the cost had been increased in order to cover the expense of its replacement. He explained staff would be reviewing soil borings in order to assist with understanding the cost for the court replacement. He then reviewed the proposed sewer lining and street projects for 2017, along with other Public Works projects.

Interim City Administrator/Director of Finance and Administrative Services Iverson discussed the total project costs along with the summary of funds available for these projects from the City and County.

Councilmember Holden requested the trees along County Road 96 be considered in the near future.

Mayor Grant requested further information regarding the significant expenses on the mower.

Acting Public Works Director Anderson described the repairs that the mower has undergone, noting the mower operates like an old piece of equipment.

Mayor Grant was uncertain if he could support the purchase of a large area mower given the proposed expense, especially given the fact very little has been spent on this piece of equipment in the past four years. He requested staff investigate other options.

Councilmember Holden supported the purchase given the additional safety the unit would provide to the Public Works Department workers. She asked if the piece of equipment was a want or a need.

Acting Public Works Director Anderson indicated the large grassy areas have to be mowed in the summer time and the large area mower gets the work done quicker than two small mowers.

Councilmember McClung was interested in seeing what the labor costs would be for using two Z-turns versus one large area mower.

Councilmember Holden questioned if the new generator should be moved to 2017. She supported the expense in 2017 given the number of storms that occur each summer where power is lost.

Acting Public Works Director Anderson stated he placed the item in 2019 to assist with balancing out expenses in 2017 and 2018.

Further discussion ensued regarding the expense the City pays for sewer backups.

Councilmember Holmes supported the generator being purchased in 2017, while holding off on the large area mower purchase until additional options can be reviewed by the City Council.

The Council reviewed the CIP in further detail.

Councilmember Holden wanted to have the Council pursue a gateway sign at Lexington Avenue and Highway 96. She provided further comment on the playground replacements and questioned if they were absolutely necessary. She wanted to know which replacements were mandatory and which could be delayed.

Interim City Administrator/Director of Finance and Administrative Services Iverson stated staff could look into this further and would report back to the City Council.

Acting Public Works Director Anderson noted the playground structures were currently on a 20-year replacement cycle.

Mayor Grant requested the new sirens for Emergency Management be put into the CIP.

Interim City Administrator/Director of Finance and Administrative Services Iverson estimated the expense for this project would be \$15,000.

Further discussion ensued regarding sewer lining.

Mayor Grant encouraged staff to maximize the use of grants while completing the City's sewer lining projects.

Councilmember Holmes requested further information on TCAAP expenses.

Interim City Administrator/Director of Finance and Administrative Services Iverson reported Stacie Kvilvang was working on this item.

Acting Public Works Director Anderson discussed the Pavement Management Plan for the coming years. He explained the street selection was done so in order to keep expenses even for the next two or three years. He noted that mill and overlay projects are assessed.

Councilmember Holden did not believe the City would ever not have a PMP. For this reason, she wanted to see Old Snelling Avenue reconstructed. She then commented on the condition of Floral Drive and believed this roadway should be added to the schedule.

Further discussion ensued regarding the streets in need of reconstruction.

Councilmember Holden wanted to see Floral Drive replaced prior to Old Snelling Avenue given the fact the neighborhood children could not even ride their bikes safely on this roadway. She recommended a feasibility study be completed on Floral Drive and that this project be considered for 2018.

Councilmember McClung agreed that Floral Drive was in very poor condition, along with Old Snelling Avenue.

Councilmember Holmes stated Park Shore Drive was another roadway in need of repaving.

Acting Public Works Director Anderson commented that Floral Drive could be completed in 2018 and Park Shore could be completed in 2017.

The Council discussed the future design plans for the sidewalk/trail along County Road E.

Mayor Grant recommended \$600,000 not be spent on the landscaping along Highway 96. He suggested \$400,000 be set aside for landscaping and \$200,000 be budgeted for the trail. This would ensure a portion of the trail was completed in 2017.

Councilmember Holden proposed the landscaping and trail each have \$300,000.

Mayor Grant supported this recommendation.

Councilmember Holden requested staff investigate when the north water tower was last painted. She wanted to see when this item should be placed into the CIP for repainting.

Councilmember Holmes requested further information on the water and sewer funds.

Interim City Administrator/Director of Finance and Administrative Services Iverson commented on the balance of these funds and noted a rate study would be completed to ensure the water, sewer, and surface water rates were set properly.

G. County Road E2 Bridge Pedestrian Lighting Review

Mayor Grant noted the County Road E2 bridge opening would be delayed one week.

H. Snow Plowing, Snow Removal and Ice Control Policy

This item would be addressed at a future worksession meeting.

I. Personnel Committee Update

Mayor Grant stated the Personnel Committee would be meeting with Bill Joynes to talk about the Public Works position. He noted the City of Shorewood had some candidates that would be reasonable for the City Administrator position.

J. Railroad Bridge

Councilmember Holden requested staff send a letter to the railroad regarding the potential trail.

2. COUNCIL COMMENTS AND STAFF UPDATES

None.

ADJOURN

Mayor Grant adjourned the City Council Work Session meeting at 8:02 p.m.

Julie Hanson
City Clerk

David Grant
Mayor



DATE: August 8, 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

Table with 2 columns: Description and Amount. Row 1: 2016 Payroll #15 \$ 84,038.88. Row 2: Total Payroll \$ 84,038.88

Accounts Payable Claims Through 08/05/2016

Table with 2 columns: Description and Amount. Row 1: Paid Claims (Check No 45907-Check No 45943) \$ 111,270.20. Row 2: Paid Claims (Check No 45906-Check No 45906) \$ 13,390.00. Row 3: Total Accounts Payable \$ 124,660.20. Row 4: Total Claims \$ 208,699.08

CITY OF ARDEN HILLS

PAYROLL # 15

CHECKS DATED: 07/29/16

Biweekly: 07/09/16 - 07/22/16

EMPLOYEE DEDUCTIONS	AMT.	CITY BENEFIT	Payment Method
FIT	7,634.72		EFT
SIT	2,876.31		EFT
FICA Oasdi	4,543.85	4,543.85	EFT
FICA Medicare	1,062.71	1,062.71	EFT
TOTAL TAXES	16,117.59	5,606.56	
Health Premium	0.00	0.00	A/P Check*
Dental Premium		0.00	A/P Check*
FSA Health Care Reimb.	0.00		A/P Check*
FSA Dependent Care Reimb.	0.00		A/P Check*
TOTAL FLEXIBLE SPENDING	0.00	0.00	
HSA Health Saving	0.00	0.00	
Health Care Savings Plan			EFT
Health Care Savings Plan-2%	214.56		EFT
Health Care Savings Plan-4%	580.37		EFT
TOTAL HEALTH SAVINGS	794.93	0.00	
PERA	3,769.09	4,348.96	EFT
ICMA	787.55		EFT
Central Pension Fund-Union	629.76		A/P Check*
MN State Retirement System	586.18		EFT
TOTAL RETIREMENT	5,772.58	4,348.96	
IUOE 49 Dues (Union)	0.00		A/P Check*
LTD/STD Insurance	0.00		A/P Check*
PERA Life Insurance	0.00		A/P Check*
Life/Addl/Dep Life	0.00	0.00	A/P Check*
Public Employee Long Term Care			A/P Check*
UNUM	0.00		A/P Check*
AFLAC	0.00		EFT
Avesis-Vision Care	0.00		A/P Check*
TOTAL VOLUNTARY	0.00	0.00	
Total Employee Deductions	22,685.10		
Net Payroll			
Direct Deposit	51,398.26		EFT
Gross Payroll Tie-Out	74,083.36		
STD/LTD Gross - Up			
Plus City Paid Benefit	9,955.52		
ICMA Benefit Held	0.00		
TOTAL PAYROLL COST	84,038.88		

FICA TIE-OUT	
Gross Payroll	74,083.36
Less Total FSA	0.00
Plus Employer Match ICMA	0.00
Plus ICMA Benefit Held	0.00
Net P/R Subject to FICA	74,083.36
FICA Oasdi @ 6.20%	4,543.85
FICA Medicare @ 1.45%	1,062.71

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.

Accounts Payable

Checks by Date - Detail by Check Date

User: ashley.bertrand
 Printed: 8/4/2016 12:59 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0214 203765	LTG Power Equipment PW Supplies	07/28/2016 PW Supplies	389.85
Total for this ACH Check for Vendor 0214:				389.85
ACH	0319 0221573 0221604	City of Roseville June 2016 IT Bill June 2016 Phone Bill	07/28/2016 June 2016 IT Bill June 2016 Phone Bill	3,489.58 447.22
Total for this ACH Check for Vendor 0319:				3,936.80
ACH	0320 66855499 66855499	Health Partners August 2016 Dental Premium August 2016 Dental Premium	07/28/2016 August 2016 Dental Premium August 2016 Dental Premium	1,050.50 91.25
Total for this ACH Check for Vendor 0320:				1,141.75
ACH	0387	ICMA Retirement Trust- #302482 PR Batch 00300.07.2016 ICMA Employee Perce PR Batch 00300.07.2016 ICMA Employee Dedu	07/28/2016 PR Batch 00300.07.2016 ICM PR Batch 00300.07.2016 ICM	762.55 25.00
Total for this ACH Check for Vendor 0387:				787.55
ACH	0750 9768299084	Verizon Wireless Jun/July 2016 Phone Expenses	07/28/2016 Jun/July 2016 Phone Expense	120.06
Total for this ACH Check for Vendor 0750:				120.06
ACH	1041 07252016-AT	Aaron Thelen 7/11-7/21 Mileage Reimbursement	07/28/2016 7/11-7/21 Mileage Reimburse	110.70
Total for this ACH Check for Vendor 1041:				110.70
ACH	1223 2431659	Adam's Pest Control, Inc. July 2016 Pest Control	07/28/2016 July 2016 Pest Control	62.54
Total for this ACH Check for Vendor 1223:				62.54
ACH	1782 213	Willie McCray 7/18 Umpiring Services	07/28/2016 7/18 Umpiring Services	162.00
Total for this ACH Check for Vendor 1782:				162.00
ACH	5025 07252016-SG1 07252016-SG2 07252016-SG3 07252016-SG4 07252016-SG4	Sara Grant 2/18-4/27 Mileage Reimbursement 4/29-5/24 Mileage Reimbursement 6/3-7/1 Mileage Reimbursement 7/6-7/22 Expense Reimbursement 7/6-7/22 Expense Reimbursement	07/28/2016 2/18-4/27 Mileage Reimburse 4/29-5/24 Mileage Reimburse 6/3-7/1 Mileage Reimburse 7/6-7/22 Expense Reimbursen 7/6-7/22 Expense Reimbursen	77.76 59.40 59.40 106.38 141.72
Total for this ACH Check for Vendor 5025:				444.66

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	5173 1106483	Badger Meter, Inc. Q2 2016 Backhaul Charges	07/28/2016 Q2 2016 Backhaul Charges	108.00
Total for this ACH Check for Vendor 5173:				108.00
ACH	5643 07252016-RS	Ryan Streff Jun-July 2016 Mileage Reimbursement	07/28/2016 Jun-July 2016 Mileage Reimb	32.40
Total for this ACH Check for Vendor 5643:				32.40
ACH	7501 45243	Kelly & Lemmons, P.A. June 2016 Prosecution	07/28/2016 June 2016 Prosecution	2,116.35
Total for this ACH Check for Vendor 7501:				2,116.35
ACH	8059	Sue Iverson	07/28/2016	
	07282016-SI1	10/27-12/22/15 Mileage Reimbursement	10/27-12/22/15 Mileage Reim	8.63
	07282016-SI1	10/27-12/22/15 Mileage Reimbursement	10/27-12/22/15 Mileage Reim	7.83
	07282016-SI2	2/8-4/1/16 Mileage Reimbursement	2/8-4/1/16 Mileage Reimburs	50.06
	07282016-SI2	2/8-4/1/16 Mileage Reimbursement	2/8-4/1/16 Mileage Reimburs	36.39
	07282016-SI3	4/4-5/23 Mileage Reimbursement	4/4-5/23 Mileage Reimbursen	69.36
	07282016-SI4	5/25-6/16-16 Mileage Reimbursement	5/25-6/16-16 Mileage Reimbu	21.70
	07282016-SI4	5/25-6/16-16 Mileage Reimbursement	5/25-6/16-16 Mileage Reimbu	49.36
	07282016-SI5	6/20-7/21/16 Mileage Reimbursement	6/20-7/21/16 Mileage Reimbu	35.53
	07282016-SI6	7/25-7/27/16 Mileage Reimbursement	7/25-7/27/16 Mileage Reimbu	9.18
Total for this ACH Check for Vendor 8059:				288.04
ACH	8029	MMKR & Co, PA	07/28/2016	
	40309	Final Billing: 2015 Audit	Final Billing: 2015 Audit	2,678.00
	40309	Final Billing: 2015 Audit	Final Billing: 2015 Audit	2,678.00
	40309	Final Billing: 2015 Audit	Final Billing: 2015 Audit	2,678.00
	40309	Final Billing: 2015 Audit	Final Billing: 2015 Audit	2,678.00
	40309	Final Billing: 2015 Audit	Final Billing: 2015 Audit	2,678.00
Total for this ACH Check for Vendor 8029:				13,390.00
45908	8054	American Dream Home Improvement	07/28/2016	
	2016-00626	Permit 2016-00626 Refund	Permit 2016-00626 Refund	5.00
	2016-00626	Permit 2016-00626 Refund	Permit 2016-00626 Refund	4.88
	2016-00626	Permit 2016-00626 Refund	Permit 2016-00626 Refund	215.90
Total for Check Number 45908:				225.78
45909	6047 1435210	Avesis Third Party Administrators, Inc August 2016 Premium	07/28/2016 August 2016 Premium	10.86
Total for Check Number 45909:				10.86
45910	UB*00182	Paul Bilotta Refund Check	07/28/2016	210.00
Total for Check Number 45910:				210.00
45911	CANON 16271366 16271366	Canon Financial Services July 2016 Copier Lease July 2016 Copier Lease	07/28/2016 July 2016 Copier Lease July 2016 Copier Lease	1,215.08 214.42
Total for Check Number 45911:				1,429.50
45912	0342 5773	City of Shoreview Sea Life Field Trip	07/28/2016 Sea Life Field Trip	203.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 45912:	203.00
45913	0841	Ehlers & Associates, Inc.	07/28/2016	
	70771	June 2016 TCAAP Expenses	June 2016 TCAAP Expenses	5,092.50
	70772	June 2016 TIF Expenses	June 2016 TCAAP Expenses	458.75
	70772	June 2016 TIF Expenses	June 2016 TCAAP Expenses	458.75
			Total for Check Number 45913:	6,010.00
45914	UB*00184	Jon Erickson Refund Check	07/28/2016	8.56
			Total for Check Number 45914:	8.56
45915	0390 07082016-INT	INT'L Union Operating Engineers-Union D July 2016 Union Dues	07/28/2016 July 2016 Union Dues	272.00
			Total for Check Number 45915:	272.00
45916	UB*00183	Dianna Keswani Refund Check	07/28/2016	80.10
			Total for Check Number 45916:	80.10
45917	0916 CI073HA9-0816 CI073HB7-0816 CI073HB7-0816 CI073HE1-0816 CI073HE1-0816	Lakes Country Service Coop August 2016 Premium August 2016 Premium August 2016 Premium August 2016 Premium August 2016 Premium	07/28/2016 August 2016 Premium August 2016 Premium August 2016 Premium August 2016 Premium August 2016 Premium	4,135.50 986.00 986.00 403.00 403.00
			Total for Check Number 45917:	6,913.50
45918	4150 07142016-MUFC	Minnesota United FC Soccer Camp Registrations	07/28/2016 Soccer Camp Registrations	760.00
			Total for Check Number 45918:	760.00
45919	0298 3100348652	Pitney Bowes-Meter Service May-July 2016 Postage Lease	07/28/2016 May-July 2016 Postage Lease	1,241.34
			Total for Check Number 45919:	1,241.34
45920	1074 5781	Precision Landscape & Tree Johanna March Tree Removal	07/28/2016 Johanna March Tree Removal	2,048.78
			Total for Check Number 45920:	2,048.78
45921	3100 9672443-0616	Provident Life and Accident Ins Co June 2016 UNUM Payment	07/28/2016 June 2016 UNUM Payment	85.10
			Total for Check Number 45921:	85.10
45922	0811 EMCOM-005255 EMCOM-005300 EMCOM-005315 PRREL-000476	Ramsey County June 2016 Fleet Support Fee June 2016 911 Dispatch June 2016 CAD Services Q3 2016 Election Contract	07/28/2016 June 2016 Fleet Support Fee June 2016 911 Dispatch June 2016 911 Dispatch Q3 2016 Election Contract	24.96 4,719.13 929.23 4,682.00
			Total for Check Number 45922:	10,355.32
45923	6748	Reliance Standard	07/28/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	GL154938-0816	August 2016 Premiums	August 2016 Premiums	1,450.33
			Total for Check Number 45923:	1,450.33
45924	6225 94208	Sand Creek Group LTD Annual EAP Fee	07/28/2016 Annual EAP Fee	2,400.00
			Total for Check Number 45924:	2,400.00
45925	1193 1152893	SelectAccount July 2016 Participant Fee	07/28/2016 July 2016 Participant Fee	33.76
			Total for Check Number 45925:	33.76
45926	UB*00181	Frederick Specht Refund Check	07/28/2016	165.00
			Total for Check Number 45926:	165.00
45927	0327 3306859526 3307095692	Staples Business Advantage Office Supplies Office Supplies	07/28/2016 Office Supplies Office Supplies	34.32 251.66
			Total for Check Number 45927:	285.98
45928	0576 M22206	TimeSaver Off Site Secretarial 6/20 CC Mtg	07/28/2016 6/20 CC Mtg	370.50
			Total for Check Number 45928:	370.50
45929	7900 07182016-VW	Valerie Wise Lacrosse Class Refund	07/28/2016 Lacrosse Class Refund	100.00
			Total for Check Number 45929:	100.00
45930	UB*00180	Lori Worrall Refund Check	07/28/2016	175.00
			Total for Check Number 45930:	175.00
			Total for 7/28/2016:	57,925.11
45931	UNST 2016TREASURY	Department of the Treasury 2016 PCOR Payment form 720	07/29/2016 2016 PCOR Payment form 72	47.74
			Total for Check Number 45931:	47.74
			Total for 7/29/2016:	47.74
ACH	0292 03345007	Oxygen Service Company, Inc. June 2016 Rental	08/04/2016 June 2016 Rental	18.60
			Total for this ACH Check for Vendor 0292:	18.60
ACH	0381 16792	ICMA Retirement Corporation Q3 2016 Plan Fee	08/04/2016 Q3 2016 Plan Fee	250.00
			Total for this ACH Check for Vendor 0381:	250.00
ACH	0413	Newman Traffic Signs	08/04/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	TI-0299587	Traffic Signs	Traffic Signs	238.23
			Total for this ACH Check for Vendor 0413:	238.23
ACH	0750 9768512852	Verizon Wireless Jun/July Phone Expenses	08/04/2016 Jun/July Phone Expenses	964.74
			Total for this ACH Check for Vendor 0750:	964.74
ACH	0823 07282016-DS	David Scherbel July 2016 Mileage	08/04/2016 July 2016 Mileage	186.84
			Total for this ACH Check for Vendor 0823:	186.84
ACH	1001 196110738-038	Sprint/Nextel Communications Jun/July 2016 Cell Phone Expenses	08/04/2016 Jun/July 2016 Cell Phone Exp	169.27
			Total for this ACH Check for Vendor 1001:	169.27
ACH	1110 07242016-PB 07242016-PB	Pitney Bowes July 2016 Postage July 2016 Postage	08/04/2016 July 2016 Postage July 2016 Postage	549.49 19.99
			Total for this ACH Check for Vendor 1110:	569.48
ACH	1125 0192169	Bolton & Menk, Inc. LS#11 May/Jun Expenses	08/04/2016 LS#11 May/Jun Expenses	3,710.47
			Total for this ACH Check for Vendor 1125:	3,710.47
ACH	1782 214	Willie McCray 7/26 Umpiring Services	08/04/2016 7/26 Umpiring Services	162.00
			Total for this ACH Check for Vendor 1782:	162.00
ACH	6129 204-42925	Fast Signs Finance Lettering	08/04/2016 Finance Lettering	25.00
			Total for this ACH Check for Vendor 6129:	25.00
ACH	6515 07272016-RW	Ward, Rob July 2016 Mileage	08/04/2016 July 2016 Mileage	186.84
			Total for this ACH Check for Vendor 6515:	186.84
ACH	7506 1	Presbyterian Homes of Arden Hills, LLC Sandeem Mill & Overlay	08/04/2016 Sandeem Mill & Overlay	33,519.20
			Total for this ACH Check for Vendor 7506:	33,519.20
ACH	FPTC 20142	Flexible Pipe Tool Company Software for Sewer Camera Trailer	08/04/2016 Software for Sewer Camera T	1,170.00
			Total for this ACH Check for Vendor FPTC:	1,170.00
ACH	LACI 07162016-SU	Sports Unlimited SNAG Class	08/04/2016 SNAG Class	142.00
			Total for this ACH Check for Vendor LACI:	142.00
ACH	TOII 07012016-TI	Tokle Inspections, Inc July 2016 Inspections	08/04/2016 July 2016 Inspections	1,714.40

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor TOII:				1,714.40
45932	CPF1 07312016-CPF	Central Pension Fund July 2016 Contributions	08/04/2016 July 2016 Contributions	1,894.08
Total for Check Number 45932:				1,894.08
45933	1033 44271-0816	Comcast August 2016 TV Services	08/04/2016 August 2016 TV Services	6.34
Total for Check Number 45933:				6.34
45934	2513 3002	Glacial Ridge Growers Rain Garden Expenses	08/04/2016 Rain Garden Expenses	3,974.90
Total for Check Number 45934:				3,974.90
45935	4999 112541	Hirshfield's Paint Mfg., Inc. Atheltic Field Stripe Paint	08/04/2016 Atheltic Field Stripe Paint	1,312.50
Total for Check Number 45935:				1,312.50
45936	0557 08012016-DL	David Leiser Leiser Basketball Camps	08/04/2016 Leiser Basketball Camps	6,542.60
Total for Check Number 45936:				6,542.60
45937	0778 07272016-MCFOA	MCFOA Region IV Membership Dues-Traub	08/04/2016 Membership Dues-Traub	35.00
Total for Check Number 45937:				35.00
45938	8374 3386	Natural Shore Technologies Raingarden Expenses	08/04/2016 Raingarden Expenses	1,313.73
Total for Check Number 45938:				1,313.73
45939	6073 08012016-NIS	Northstar Inspection Service, Inc July 2016 Inspection Services	08/04/2016 July 2016 Inspection Services	390.00
Total for Check Number 45939:				390.00
45940	7025 280096	On Site Sanitation 7/16-8/12 Rental	08/04/2016 7/16-8/12 Rental	505.00
Total for Check Number 45940:				505.00
45941	SRFC 09263.00-2	SRF Consulting Group, Inc. PC 16-014 Lighting Escrow	08/04/2016 PC 16-014 Lighting Escrow	463.73
Total for Check Number 45941:				463.73
45942	0327 3307904918 3307904919	Staples Business Advantage Office Supplies Office Supplies	08/04/2016 Office Supplies Office Supplies	16.08 76.76
Total for Check Number 45942:				92.84
45943	1161 22971	Valley-Rich Co., Inc. Watermain Break Emergency Repair	08/04/2016 July 2016 Contributions	7,129.56

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 45943:	7,129.56
			Total for 8/4/2016:	66,687.35
			Report Total (65 checks):	124,660.20



DATE: August 8, 2016

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

FROM: Matthew Bachler, Senior Planner

SUBJECT: Planning Case #16-016
Applicant: Land O'Lakes
Property Location: 4001 Lexington Avenue North
Request: Phase 2 Final Planned Unit Development Agreement

Requested Action

Motion to approve the Phase 2 Final Planned Unit Development (PUD) Agreement with Land O'Lakes, based on the July 25, 2016, City Council approval of Planning Case 16-016.

Background

On July 25, 2016, the City Council approved Planning Case 16-016 for a Final PUD for Phase 2 of the Land O'Lakes headquarters consolidation plan located at 4001 Lexington Avenue North.

The City Attorney has prepared the Phase 2 Final Planned Unit Development Agreement (Attachment A).

Attachments

- A. Land O'Lakes Phase 2 Final Planned Unit Development Agreement

(reserved for recording information)

**PHASE 2 FINAL
 PLANNED UNIT DEVELOPMENT AGREEMENT**
(Developer Installed Improvements)
 LOT 2, BLOCK 1, LAND O’LAKES ADDITION

THIS PHASE 2 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 2nd 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 7th, 1979 in Planning Case No. 79-004, and the approval of a Phase 1 Final Planned Unit Development (the “Phase 1-Final Plan”). The Arden Hills City Council approved the PUD Master Plan and the Phase 1-Final Plan on the 27th day of June, 2016.

B. On the 6th day of June, 2016, the Developer submitted an application requesting approval of

a Phase 2 Final Planned Unit Development (the “Phase 2-Final Plan”) as identified in the approved PUD Master Plan.

C. Together, the PUD Master Plan, Phase 1-Final Plan, and Phase 2-Final Plan shall be 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”).

D. 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.

E. 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.

F. **Planning Commission Review.** On the 6th day of July, 2016, the City Planning Commission (the “Planning Commission”) reviewed the Phase 2-Final Plan 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 Phase 2-Final Plan.

G. **City Council Review.** On the 25th day of July, 2016, the Arden Hills City Council (“City Council”) reviewed the Phase 2-Final Plan, 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 Phase 2-Final Plan, including approval of all variances from ordinance codes or other requirements necessary to complete all of the improvements contemplated by or relating to 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 Phase 2-Final Plan 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 Phase 2-Final Plan. 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’s 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. Tree Preservation Plan

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 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. A “Master PUD Agreement” and a “Phase1 Development Contract” have been prepared by the City Attorney for the City and have been approved by the City Council and the Developer. The Master PUD Agreement and Final Phase 1 Development Contract shall remain in full force and effect.
2. This Final Phase 2 Development Contract shall be executed prior to the issuance of any Development permits for Phase 2.

D. Phase 2-Final Plan.

1. The Developer shall obtain a building permit within one (1) year of the Final Phase 2 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.
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 maintain 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**. The purpose of the Site Improvements LOC is to ensure that private site improvements are stabilized in the event that Developer defaults on the Master PUD Agreement, Phase I Development Contract or Phase 2 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 maintain 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. With 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 for the landscaping improvements required by the Project Plans (the "Landscaping LOC"). The Landscaping LOC, previously posted in conjunction with Phase I, shall be a letter of credit in the form attached hereto as **Exhibit B**. 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 final Project Plans for Phase 2 shall be subject to approval by the City, 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's 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 2 shall be reviewed and approved by the City prior to the City's issuance of a grading and erosion control permit for Phase 2.

12. That the existing employee entrance sign shall be moved from the east entrance along County Road F to the new main entrance across from Innovation Way. The sign shall meet all applicable setback requirements.

13. That the main entrance to the site at County Road F West and Innovation Way shall be constructed as a signalized intersection in order to meet the peak hour traffic volumes. Final plans for this improvement shall be approved by Ramsey County and the City Engineer. Developer shall construct or pay for the construction of its portion of the required intersection improvements prior to the issuance of a Final Certificate of Occupancy for the Phase 2 office building; provided, however, in no event shall any Temporary Certificate of Occupancy be conditioned upon Developer's completion of its portion of the intersection improvements and any such Temporary Certificate of Occupancy shall remain in place until the Final Certificate of Occupancy is issued upon Developer's completion of and payment for its portion of the intersection improvements as required under this Agreement.

14. That the Developer shall construct or pay for the construction of the intersection improvements at County Road F West and Innovation Way, as more specifically shown in the map in **Exhibit C** attached hereto and made a part hereof; provided, however, that the City shall reimburse Developer a reasonable proportion of such costs within thirty (30) days of City's receipt of assessments or other financial payments from other benefitting properties including, but not limited to the required payment obligations of Boston Scientific pursuant to the Master Planned Unit Development Agreement dated 2002.

15. That the western access along County Road F West to the site shall be constructed as a 3/4 access in order to prohibit left-turn maneuvers from the site. Final plans for this improvement shall be approved by Ramsey County and the City Engineer. The Developer shall construct or pay for the construction of a right turn lane on County Road F West into the western access, as more specifically shown in the map in **Exhibit C** attached hereto and made a part hereof, if required by Ramsey County. If such improvement is required, Developer shall act with due diligence to complete such improvement prior to the issuance of a Final Certificate of Occupancy for the Phase 2 office building; provided, however, in no event shall any Temporary Certificate of Occupancy be conditioned upon Developer's completion of its portion of the improvement and any such Temporary Certificate of Occupancy shall remain in place until the Final Certificate of Occupancy is issued upon Developer's completion of and payment for its portion of the improvement as required under this Agreement. The western access may maintain "full access" status until the Final Certificate of Occupancy is issued.

16. That the eastern access along County Road F West to the site shall be constructed as a 3/4 access in order to prohibit left-turn maneuvers from the site, as more specifically shown in the map in **Exhibit C** attached hereto and made a part hereof. Final plans for this improvement shall be approved by Ramsey County and the City Engineer.

17. Developer shall undertake reasonable efforts to ensure that the eastern access along County Road F West shall be for delivery purposes only, access to the main parking lot through the east access point shall be provided for emergency vehicles only,

and the eastern access shall not be used as an employee entrance. Final plans for this improvement shall be approved by Ramsey County and the City Engineer.

18. The Developer will ensure that the roof-mounted mechanical equipment is screened from public view, and approves installation consistent with the approved plans and has approved deviations or variances from ordinances, codes or other requirements necessary to complete the installations consistent with the approved plans.

19. That the Final Plans for both Phase 1 and Phase 2 of the Development shall be revised to meet the standards as outlined by the City Engineer in the Memorandum dated June 27, 2016 and July 6, 2016.

20. The Developer shall comply with all other City regulations regarding the Development except to the extent the approvals related to the Development included variances from ordinances, codes or other requirements necessary to complete the improvements by the Development.

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, Master PUD Agreement, or Phase I Development Contract, 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.

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 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 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 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 2 as contemplated by Section 2 and 5 and the approved Project Plans by December 31, 2018, 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 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 shall abide by the City codes, permits, and reviews, except as hereinafter amended.

C. 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.

D. 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 except as reimbursement is provided for otherwise herein. If Ramsey County or the City constructs the traffic signal and related road improvement the City and Developer will enter into a supplemental agreement outlining the timing and means of payment by the Developer for those improvements.

E. The Developer will pay for park dedication fees if it is determined by the City that park dedication fees are required in conjunction with Phase 2. Said park dedication fees will be negotiated by the City Council.

17. RESPONSIBILITY FOR COSTS.

A. Except as otherwise specified in this Agreement, including reimbursements due and owing to Developer pursuant to the terms hereof, 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, the Master PUD Agreement, or Phase I Development Contract, 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. 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 Phase Two work, except for any work consisting of or related to the office building structure or related improvements, 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 to act on its rights under this Section 18. When the City does any such work pursuant to this Section 18, 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, except to the extent the approvals of the Development included variances from ordinances, codes or other requirements necessary to complete the improvements contemplated by the Development.

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 Final 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. Reserved.

L. Reserved.

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 Phase 2 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.

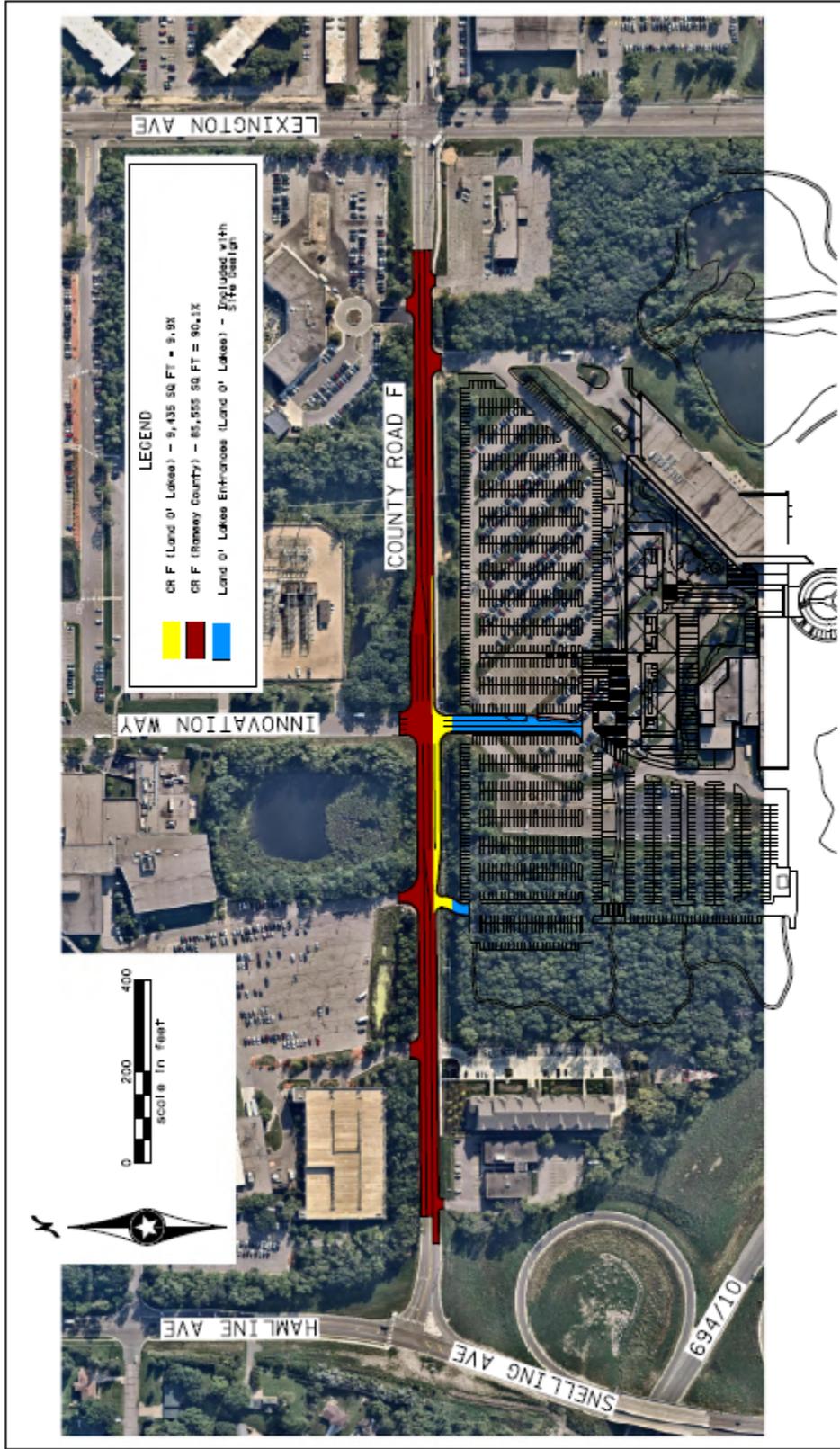
Notary Public

EXHIBIT “A”
to
Master PUD Amendment and Phase 2 Final PUD Agreement

Legal Description

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

EXHIBIT "C"
to
Master PUD Amendment and Phase 2 Final PUD Agreement



SRI Ramsey County Road F - Hamline to Lexington Concept Layout and Cost Split
Land of Lakes Expansion Traffic Study Update
Arden 101, MN
#188221
#443715

Figure 1



MEMORANDUM

DATE: August 8, 2016

TO: Mayor and City Council
Susan Iverson, Interim City Administrator

FROM: John Anderson, Acting Public Works Director

SUBJECT: **Municipal Engineering Consultant Pool**

REQUESTED ACTION

Motion to Approve the Municipal Engineering Consultant Pool.

BACKGROUND

The City of Arden Hills has contracted with engineering consultants for many years. Until 2006, URS served as the City Engineer. In 2006, the City entered into a Joint Powers Agreement (JPA) with the City of Roseville for engineering services, designating the City of Roseville as the City Engineer. Following that, the City hired a City Engineer (2010) and Assistant City Engineer (2012). It was anticipated that the use of consultants would still be needed for more specialized projects or projects that staff did not have the capacity to accommodate.

At the June 27, 2016, meeting, the City Council authorized staff to conduct a request for qualifications (RFQ) process for engineering services. The RFQ was sent to 16 civil engineering firms in the Metro area on June 28, 2016. The RFQ was also posted on the City's website, as well as the League of Minnesota Cities' website, where several other firms also learned of the opportunity. The City accepted submittals until July 21, 2016 and 15 proposals were received.

DISCUSSION

Four categories of service were established for the RFQ. Staff felt by separating out some of the different divisions of civil engineering, we would also interest smaller or more specialty firms to apply. The following briefly describes each category of service.

August 8, 2016

Page 2

Planning

- Prepare, review, update and revise comprehensive water, sanitary sewer, storm sewer, water quality, storm water management, transportation, and park system plans for the City of Arden Hills.

Design of Municipal Projects

- All components of public improvement projects, including feasibility reports, if needed; pre-design; final design; construction management; assessments.

Traffic and Transportation Engineering

- Traffic forecasting, capacity analysis, traffic impact studies/mitigation analysis, etc.
- Review of Traffic Impact Studies prepared by developers
- Environmental documentation

Surface Water Resources Engineering

- Compliance review with Stormwater Management Plan
- Storm water modeling, storm sewer design and analysis, wetland delineation and mitigation analysis
- Storm water Best Management Practice (BMP) design and maintenance

The evaluation panel consisted of the following staff: John Anderson and Susan Iverson. The panel reviewed and evaluated the written submittals, based on the following criteria:

Technical Qualifications

- Organizational structure/approach of firm.
- Availability of technical staff.
- Firm resources/integration of technology.
- Problem solving/innovation/client representatives.

Experience

- Qualifications and expertise/experience of key personnel.
- Demonstrated success/quality of firm's previous and current projects with other cities.

Personnel

- Size of company and availability of experienced/qualified staff.
- Recognized experts/specialty key personnel.
- Longevity and continuity of key staff.

Firm References

- Proven ability to lead and/or work together as a team on projects.

Previous Experience

- Experience with City staff/operations.
- Ability to work with Mn/DOT and Ramsey County, Rice Creek Watershed district and other agencies.
- Proven ability to meet or exceed needs/expectations.

Fees and Billing Rates

- Schedule of billing rates
- Associated fees for equipment and charges added to sub consultants

The evaluation panel felt that 15 firms met the requirements the City was looking for in an engineering consultant. Staff recommends the following firms for the City of Arden Hills' Municipal Engineering Consultant Pool.

Planning

Short Elliot Hendrickson, Inc. (SEH)
SRF Consulting Group, Inc.
Elfering & Associates
WSB and Associates, Inc.
Kimley-Horn and Associates, Inc.

Municipal Projects

Short Elliot Hendrickson, Inc. (SEH)
Kimley-Horn and Associates, Inc.
TKDA Inc.
Elfering & Associates
WSB and Associates, Inc.

Traffic and Transportation Engineering

SRF Consulting Group, Inc.
Short Elliot Hendrickson, Inc. (SEH)
TKDA Inc.
Stantec
WSB and Associates, Inc.

Surface Water Resources Engineering

Short Elliot Hendrickson, Inc. (SEH)
Barr Engineering Company
Wenck Associates, Inc.
SRF Consulting Group, Inc.
WSB and Associates, Inc.

Staff felt that the Request for Qualifications process went extremely well. We were pleased with the quality of the consultant teams; it was difficult to narrow the fields. The firms in each category were selected based on experience that would prove beneficial to Arden Hills.

The firms selected for planning all had extensive experience with overall water and sanitary sewer system plan review, including water tower and lift station design. The firms in the proposed Municipal Projects pool all showed strengths in preparing and completing public improvement projects, realizing the importance of communication with City staff and affected property owners. The firms selected for Traffic and Transportation Engineering have worked with Mn/DOT and Ramsey County, and have the capabilities of performing regional modeling/review as well as more localized analysis.

As projects arise that will need to utilize a consultant's services, City staff will determine the appropriate category, and ask those firms for a proposal. Staff will review the proposals and recommend a consultant selection to the City Council to complete the project.

If any of the City Council members would like to review the entire proposals, staff has copies available.



MEMORANDUM

DATE: August 8, 2016

TO: Mayor and City Council
Susan Iverson, Interim City Administrator

FROM: John Anderson, Acting Public Works Director

SUBJECT: **Bethel Trail Request for Proposals – Engineering Services**

REQUESTED ACTION

Motion to Authorize request for proposals for Engineering Services on the Bethel Trail.

BACKGROUND

The City of Arden Hills has committed to constructing a trail connection between Bethels' two campus locations. Some of this construction has been completed with previous projects and the remaining connection between the main campus entrance on Snelling Avenue to Freeway Park needs to be designed and constructed.

DISCUSSION

The City Council is considering approval of an engineering pool at this evening's meeting. Following that action, the intent in this item is to send a Request for Proposals (RFP) to the five engineering firms in the Municipal Design category in the engineering pool. Those firms would have the option of submitting a proposal for engineering services related to the Bethel Trail project.

The proposals would be evaluated for the best value relative to each other and a recommendation would be brought forward to the City Council for approval at the end of August. The RFP asks for each consultant to break out the proposal into three parts and gives the City Council the option award each section separately or combined.

This trail section has been discussed by the City Council previously and been included in previous engineering studies. Staff's understanding of the conclusions of those studies is that the trail is to be located on the west side of Snelling Avenue and the south side of County Road E.

August 8, 2016
Page 2

The anticipated project schedule is as follows:

Proposals submission deadline	August 22, 2016
City Council Awards Engineering contract	August 27, 2016
Preliminary Design completed	February 1, 2017
Final Design Completed	November 1, 2017
Construction Completed	June 30, 2018

The RFP requests that in the preliminary design phase, the consultant look at options to accelerate construction of all or part of the trail to the 2017 construction season.

ATTACHMENT A: Bolton & Menk Study 2008
ATTACHMENT B: URS memo 10/7/04
ATTACHMENT C: Engineering RFP



Attachment A

Preliminary Engineering Report

City of Arden Hills

Old Snelling Avenue / Old Highway 10 Trail

BMI Project No. T16.100325

December 2008





BOLTON & MENK, INC.[®]

Consulting Engineers & Surveyors

12224 Nicollet Avenue • Burnsville, MN 55337

Phone (952) 890-0509 • Fax (952) 890-8065

www.bolton-menk.com

December 3, 2008

Honorable Mayor and City Council
City of Arden Hills
1245 West Highway 96
Arden Hills, MN 55112

Re: Old Snelling Avenue / Old Highway 10 Trail
BMI Project No. T16.100325

Council Members:

In accordance with your request, the following Preliminary Engineering Report has been prepared to evaluate alternative locations for the placement of a trail along Old Snelling Avenue and Old Highway 10 from Minnesota State Highway 51 to Ramsey County Road 96. The alternatives consist of corridors for the trail along the east or west side of Old Snelling Avenue. In addition, this report includes a review and analysis of a trail crossing at the Canadian Pacific Railroad bridge location.

As a part of the study for these alternatives various topographic challenges have been identified. Various options for overcoming these challenges have been evaluated, and options for construction are outlined within the report.

While evaluating the project goals and the existing conditions within the project areas, valuable input was received from the City's Public Works, Engineering, and Parks staff. We would like to acknowledge the cooperation and information received and thank all parties for their support in helping us better understand the problems and concerns within the project area.

Marcus Thomas, Project Manager, and I will attend the December 8, 2008 Council meeting to present this report and respond to any questions or comments that you may have.

Respectfully submitted:
BOLTON AND MENK, INC.

Travis L. Winter, P.E.
Project Engineer

CERTIFICATION SHEET

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Travis L. Winter

Travis L. Winter

Date: 12/3/08

Lic. No. 46649

TABLE OF CONTENTS

Preliminary Engineering Report Old Snelling Avenue / Old Highway 10 Trail City of Arden Hills, Minnesota

	<u>PAGE</u>
TITLE SHEET	
CERTIFICATION SHEET	
TABLE OF CONTENTS	
1. INTRODUCTION	1
2. BACKGROUND	1
3. DESIGN INFLUENCES	2
3.1 Existing Topography.....	2
3.2 Design Standards	2
3.3 Other Considerations	3
4. DESIGN APPROACH.....	5
5. CP RAILROAD BRIDGE CROSSING	7
6. ESTIMATED COSTS	9
7. CONCLUSIONS AND RECOMMENDATION	10
APPENDIX A – FIGURES	
APPENDIX B – COST ESTIMATE TABLES	

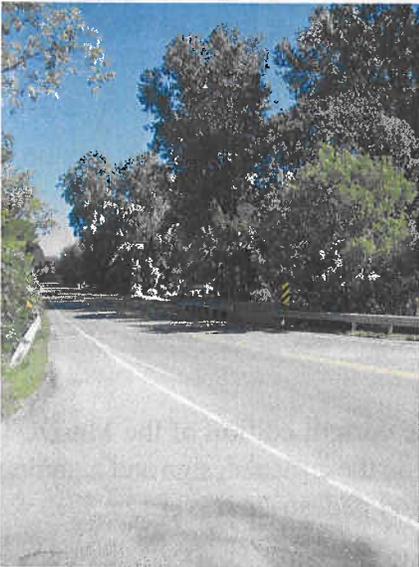
Preliminary Engineering Report

Old Snelling Avenue / Old Highway 10 Trail

City of Arden Hills, Minnesota

1. INTRODUCTION

This report examines the feasibility of constructing a combined bicycle and pedestrian trail along Old Snelling Avenue / Old Highway 10 from Minnesota State Highway 51 to Ramsey County Road 96. See Figure 1 in Appendix A for the location of the proposed trail.



The City of Arden Hills' Parks, Trails, and Open Space Plan identifies this corridor as being a major north-south trail connection. The trail will provide a pedestrian corridor for area residents, Bethel University, and area parks. As a part of this report two alternative alignments have been analyzed to determine a feasible location for a trail. The two alternatives consist of locating the trail on either the west or east side of the roadway. Both alternatives contain a number of challenges that will need to be evaluated in order to provide a safe and cost effective bike and pedestrian facility.

Also included in this report is a design recommendation to construct the trail under the Canadian Pacific railroad bridge located north of County Road E. The construction of the trail under the CP Rail Bridge has been identified by the City as potentially being the first phase of the trail project.

2. BACKGROUND

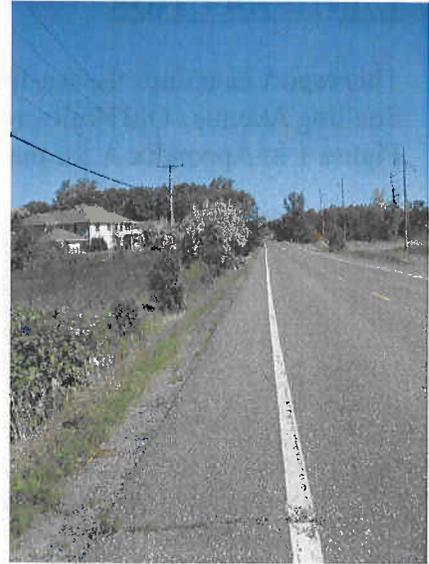
The City of Arden Hills is divided like many Metropolitan communities by numerous major roadways and railroad lines. In order to balance transportation needs, a network of trails is needed to tie the City together. These trails will provide safe and effective routes for pedestrians and bicyclists. In an effort to plan for the optimum locations for outdoor recreation systems, a Parks, Trails, and Open Space Plan was created and adopted by the City Council in 2002. The intention of the plan is to guide the decision-making regarding future trail construction to create connections to parks and other trail networks. The Snelling Avenue / Old Highway 10 corridor is centrally located within Arden Hills, and is identified in the Parks, Trails, and Open Space Plan as being a vital trail location that will provide access and connectivity. Besides being centrally located in the City, a number of parks and Bethel University can be found along the corridor.

3. DESIGN INFLUENCES

The City's goal with this study is to determine a feasible alignment for a trail that will provide a safe and cost effective facility for bicycle and pedestrian traffic.

3.1 Existing Topography

The Snelling Avenue / Old Highway 10 corridor contains a bituminous roadway with gravel shoulders and ditches on both sides for drainage along most of its length. A few portions of the roadway have concrete or bituminous curb and gutter with storm sewer. The existing right-of-way ranges from primarily 200 feet wide along Snelling Avenue south of County Road E to being primarily 100 feet wide along Old Highway 10 north of County Road E. The area is completely developed with mostly single family residential homes and townhomes located on the adjacent properties. The right-of-way of this route also contains many wooded areas. Other features of the corridor include a bridge over a drainage way, wetlands, lakes, a railroad bridge, as well as a bridge for Interstate 694.



3.2 Design Standards

The primary design standards applicable to this study include the current edition of the Mn/DOT Bikeway Facility Design Manual. The manual provides guidance on the critical design and planning elements to promote safety, efficiency, and mobility for bicycle and pedestrian travel.

Both on-road and off-road paths were evaluated during the analysis of this corridor. Typically on-road facilities are not desired for pedestrian traffic due to safety concerns. For this reason, an off-road shared use trail is the preferred facility to be used along Old Snelling Avenue / Old Highway 10.

To serve both bicycle and pedestrian traffic, the minimum pavement width recommended is eight feet. The Bikeway Manual specifies that a trail needs to also have a two foot gravel or grass recovery area graded at a maximum slope of 6H:1V on both sides. Pavement alternatives such as bituminous and concrete were considered during this study; however, the concrete option would add significant cost to the project but would not improve or enhance the project sufficiently to warrant the option. Safety railing is recommended along areas of trails where the adjacent recovery area does not meet the specified requirements. The Bikeway Manual also states that segments may require a concrete barrier to provide additional protection from adjacent high speed traffic, such as areas adjacent to U.S. Highway 10. See Figure 2 in Appendix A for typical sections illustrating the fundamental design standards.

The distance from the adjacent roadway is the primary factor in determining the location of a shared use trail within the right-of-way. It is affected both by the speed of the adjacent roadway and the

type of roadway (urban or rural). Table 1 below summarizes the path separation widths from the roadway recommended by the Bikeway Manual.

**Table 1
Path Separation from Roadway**

Type of Roadway	Speed Limit (MPH)	Separation
Rural Section (no curb)	40 or Less	20 ft (desirable) 10 ft (minimum)
	45 or Greater	35 ft (desirable) 24 ft (minimum)
	Freeway	50 ft (minimum)
Urban Section (with curb)	30 or Less	5 ft (minimum) 3 ft (minimum, if parking allowed)
	35 – 40	5 ft (minimum)
	45 or Greater	10 ft (desirable) 5 ft (minimum)
	Freeway	50 ft (minimum)

* Table information provided by the Mn/DOT Bikeway Facility Design Manual

Other design considerations such as exact horizontal and vertical alignments, geometric design requirements, and horizontal clearances are not able to be determined without completing a topographic field survey. These details will need to be evaluated and included in the final design phase of the project.

The timing of the trail construction will be best accomplished when the adjacent roadway is reconstructed. This applies to all segments and in particular the segment of trail from State Highway 51 to County Road E since the roadway may be rebuilt as an urban section instead of a rural section and the trail design can be adjusted to match the proposed roadway.

3.3 Other Considerations

Storm water management influences were also considered during the trail study for this corridor. A meeting was held with the Rice Creek Watershed District, and it was determined that a trail project where the paved surface is less than ten feet in width and has a five foot wide minimum vegetated buffer strip will not trigger any water quality or volume control requirements. In any area where the project does not meet those guidelines, that portion of the trail will be required to meet the district's water quality and volume requirements. The Minnesota Pollution Control Agency's (MPCA) permit requirements for construction projects will generally be met with the same practices required by the Rice Creek Watershed District. The vegetated buffer strips that meet the watershed districts requirements will also meet the MPCA's requirements for a majority of the project where the construction of infiltration basins or wet ponds is not feasible. The costs for constructing infiltration basins or wet ponds are not included in this report since the areas that are feasible for their

construction will not be identified until the field survey information is available during the final design phase of the project. Any wetland in the proximity of the trail area will need to be delineated, and any impacts will need to be mitigated in accordance with the Wetland Conservation Act. The costs for wetland mitigation are not included in this report. At this time, it is not anticipated that any construction will occur outside of the current street right-of-way.

4. DESIGN APPROACH

Trail construction along this corridor will be used to connect local residents, Bethel University, and area parks to other existing and proposed trails. The majority of trail users are anticipated to come from adjacent neighborhoods, most of whom will be coming from west of Old Snelling Avenue and Old Highway 10. Adjacent to the trail, the west side corridor has 86 properties while the east side has 30 properties. In evaluating the trail alternatives, the costs for the different configurations meeting the design criteria were assessed.

To the extent practical, the recommended trail configuration consists of a pathway adjacent to the existing roadway for both the areas that are rural and urban which meet the minimum separation requirements outlined in Table 2. In areas with a rural road section and a narrow right-of-way or areas adjacent wetlands and lakes, it is recommended that concrete curb and gutter be added to reduce the minimum separation to five feet. In areas that would still impact wetlands or lakes, it is recommended that the trail be constructed immediately behind the concrete curb as well as utilize retaining wall or boardwalk to further reduce wetland and lake impacts. It is anticipated that narrowing the separation below the minimum requirement in order to reduce impacts to lakes and wetlands would be permitted by state or federal agencies if funding was proposed through those agencies. The addition of concrete curb and gutter along sections that do not meet the minimum separation standards is recommended to provide additional safety by better delineating the trail from the roadway. Also, it is recommended that the trail alignment be continuous on either side of the roadway not shifting from side to side in order to reduce the possibility of pedestrian / vehicle conflicts. Figures 3 to 14 in Appendix A illustrate the recommendations for locating the trail along the west and east sides of the roadway. The figures are color coded to clearly represent the various trail section configurations through the corridor for both alternatives. Table 2 below provides a summary of the trail recommendations for both alternatives.

Table 2
Summary of Trail Recommendations

Location	Rural Section With Minimum Separation	Urban Section With Minimum Separation	Additional Curb Construction	Minimum Separation Not Met	Safety Railing	Retaining Wall	Board-walk
West Side	6,830 ft	3,970 ft	6,390 ft	4,570 ft	3,120 ft	11,410 ft ²	530 ft
East Side	8,070 ft	2,340 ft	4,790 ft	5,560 ft	3,430 ft	17,130 ft ²	0 ft

The topography of the corridor on both sides of the roadway will present a number of challenges that will have some impacts that cannot be quantified until a full topographic survey has been completed and the final design phase of the project begins. These impacts include driveways, steep slopes, gardens, landscaping, lakes, and wetlands. During final design it will be necessary to identify these areas and use retaining wall and boardwalk to minimize the impacts. Any boardwalk used will need to be structurally designed to accommodate a City vehicle for snow removal.

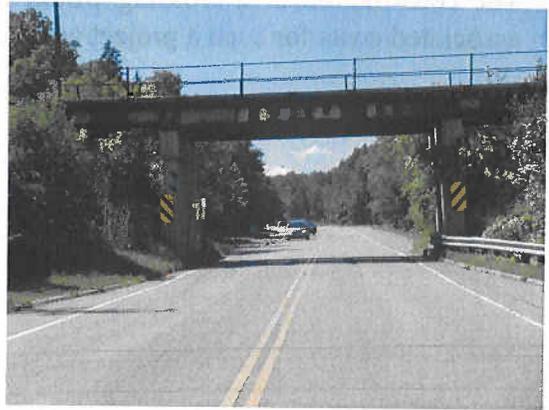
It is anticipated that there will be some private utility conflicts with the location of the trail on either side, primarily the conflicts will be with existing power poles that run along both sides of Old Snelling Avenue and Old Highway 10. These conflicts will need to be identified during final design and the owner of the utilities will be required to relocate to accommodate trail construction.

There are a number of future trail connections that are anticipated along this corridor. Future trails would connect from the west side of Old Snelling Avenue and Old Highway 10 at State Highway 51, County Road E, Lake Valentine Road, Parkshore Drive, and County Road 96, as well as the Safe Routes to School trail located at County Road E2 that is scheduled to be built in 2009. Future trail connections will be made coming from the east to Old Snelling Avenue and Old Highway 10 at County Road E and County Road 96.

There are a few areas along the corridor that would best accommodate pedestrians crossing the roadway to use the trail. One of those locations is at the intersection of County Road E, and the other is located at the intersection of Bethel Drive.

5. CP RAILROAD BRIDGE CROSSING

A crossing at the location of the Canadian Pacific railroad bridge presents the most difficult challenge to the construction of a bicycle and pedestrian facility along Old Snelling Avenue and Old Highway 10. The bridge was originally constructed in 1929, and was updated in 1951. The CP Railroad was not able to provide any as-built information on the bridge; however, they noted that it was of similar construction to the bridge over Old Highway 8 in New Brighton where as-built information was available.



The railroad does not have replacement of this bridge listed in any of its long term construction plans at this time, but discussions have continued with the railroad to notify them that a trail crossing is planned as well as to inform them of the planned method of crossing. From these discussions the railroad personnel have indicated that to proceed with this crossing, construction plans would need to be presented for their engineering review.

As a part of the evaluation process, a number of different design alternatives were considered, including tunneling and retaining wall construction. Tunneling would consist of boring a casing through the soil between the bridge piers and the abutment wall and constructing the trail inside this casing. In addition, tunneling would require the installed of a retaining wall along the roadway to prevent shifting of the casing. After further evaluation, it was determined that the tunneling alternative would not be economically feasible. The most cost effective method to create a trail crossing at the CP railroad bridge is by constructing a retaining wall which will support the existing bridge abutments, and allow the trail to pass between the abutments and the bridge piers.

It is recommended that the retaining wall be constructed by cast-in-place concrete. The use of modular block was also evaluated; however, it is not likely that the required geo-grid reinforcement would be feasible due to the proximity of the existing abutment and pilings.

The retaining wall will need to be constructed to accommodate an eight foot wide trail, and maintain ten feet of vertical clearance between the trail and the bridge. In this situation, the conditions will not allow for the additional two feet of clear space on each side of the trail. See Figure 15 in Appendix A for details on the proposed crossing. Detail drawings for the crossing were originally prepared for the City by URS Corporation. The designs by URS were reviewed and verified with LHB and it was determined that the concept was an effective means of creating the crossing. During the final design of the crossing, a number of additional design parameters will need to be evaluated to determine the exact specifications of the retaining wall.

At the time when final design proceeds for the crossing, CP Railroad will need to be contacted and the final design approach will need to be approved and permitted through them. Due to the fact that the bridge is of similar construction to the bridge over Old Highway 8 in New Brighton and CP Railroad

approved a trail crossing using a retaining wall at that location, it is anticipated that they would approve a similar design on this bridge for a crossing.

The construction of a crossing would be equally as feasible on either side of the bridge, and the associated costs for such a project are estimated to be the same.

6. ESTIMATED COSTS

Estimated construction costs have been tabulated based on current market prices and include a 15 percent contingency factor. Overhead costs, estimated at 20 percent, include legal, engineering, administrative and fiscal costs. Final costs will be determined by using low-bid construction costs of the proposed work.

Proposed construction costs for the Old Snelling Avenue / Old Highway 10 Trail alternatives are itemized in the tables located in Appendix B and are summarized below. These cost estimates are based upon public construction cost information. Since the consultant has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the client and no warranty or guarantee as to the accuracy of construction cost estimates is made. It is recommended that costs for project financing should be based upon actual, competitive bid prices with reasonable contingencies.

ESTIMATED PROJECT COSTS	
West Corridor *	
Estimated Construction Cost	\$ 1,655,180.00
Contingencies (15%)	\$ 248,277.00
Engineering and Administration (20%)	\$ 380,691.40
Total Estimated Cost – West Corridor	\$ 2,284,148.40
East Corridor *	
Estimated Construction Cost	\$ 1,604,325.00
Contingencies (15%)	\$ 240,648.75
Engineering and Administration (20%)	\$ 368,994.75
Total Estimated Cost – East Corridor	\$ 2,213,968.50

* Also includes bridge crossing costs

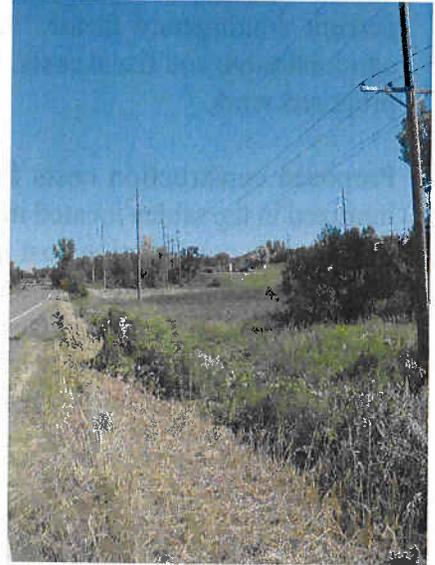
Bridge Crossing and Necessary Trail Construction *	
Estimated Construction Cost	\$ 160,000.00
Contingencies (15%)	\$ 24,000.00
Engineering and Administration (20%)	\$ 36,800.00
Total Estimated Cost – West Corridor	\$ 220,800.00

* Does not include any boardwalk construction that may be necessary

7. CONCLUSIONS AND RECOMMENDATIONS

From an engineering standpoint, both sides are feasible to construct a trail. There are a number of influencing factors that the City will want to consider to determine the best location for the trail; these factors include cost, convenience, user preferences, and access. The City should seek input from the public when making this determination. The work can be done under one contract, or be split into phases as financing becomes available.

The conclusions and recommendations outlined in this report are considered to be compatible with applicable Mn/DOT standards at this time. With an undefined schedule for construction of the trail, it may be necessary to reevaluate the standards for trail construction should the Mn/DOT Bikeway Facility Manual be updated before final design of the trail is completed. Also at the time of final design, it will be necessary to review any possible changes to regulations regarding storm water management and wetland conservation. Changes to those regulations may dictate alterations in the design of the trail and the scope of work required to accommodate construction.





FEASIBILITY STUDY FOR
FUTURE TRAIL/CP RAIL
BRIDGE IMPROVEMENTS

LOCATION MAP

Legend

Future Trail Corridor

CP Rail Bridge

Lakes

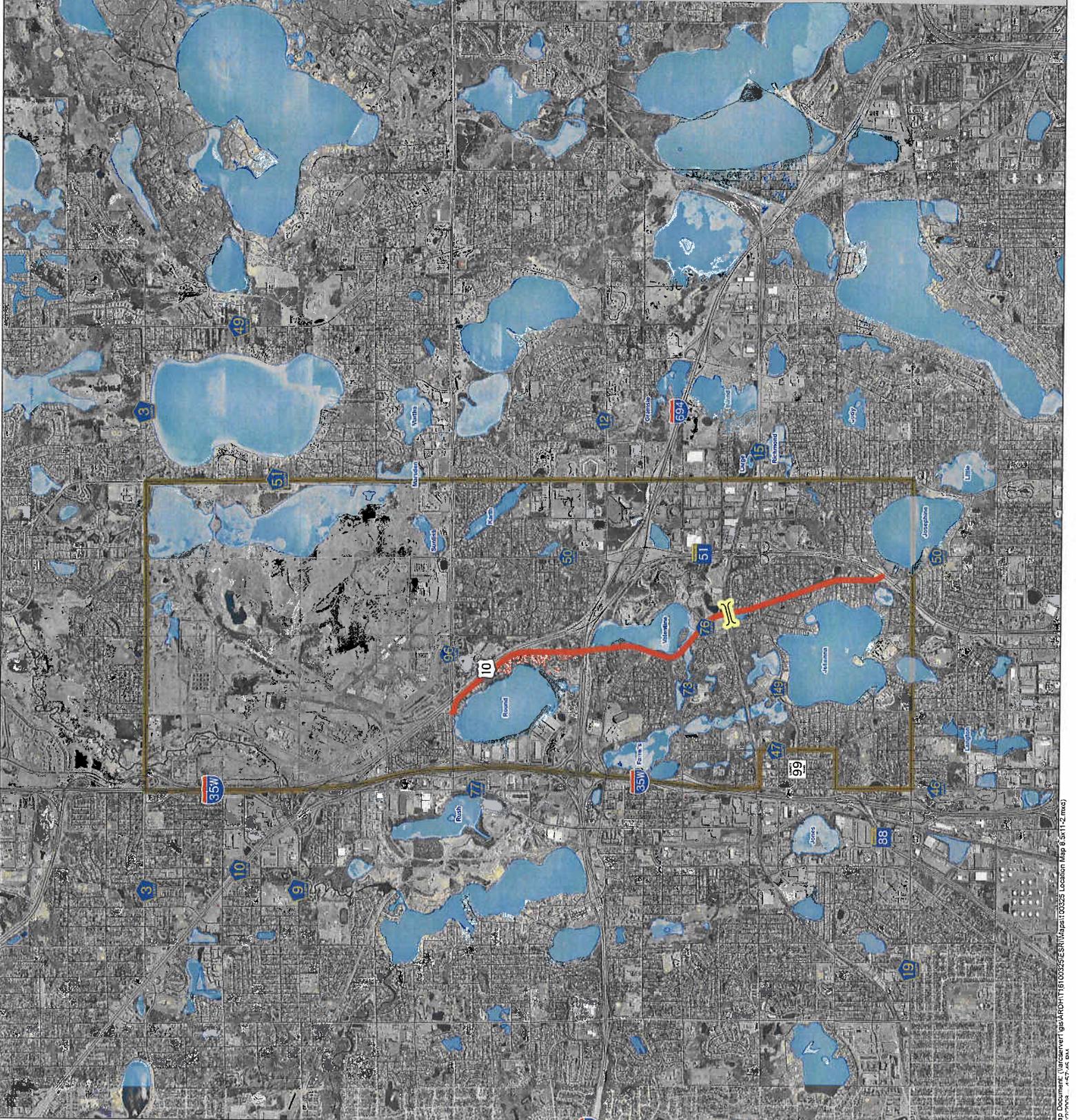
Arden Hills City Limits

Source
Ramsey County, Met Council, MnDOT, MnDNR

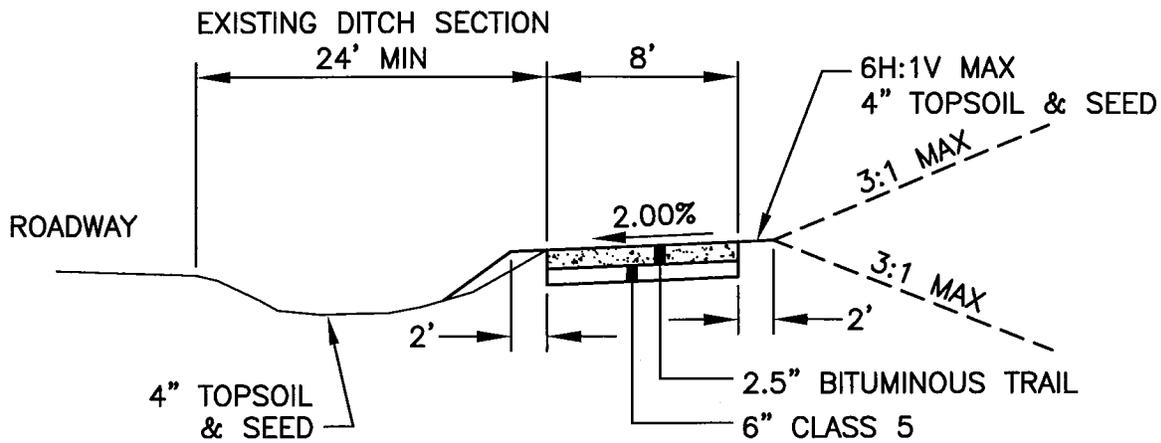


Figure 1

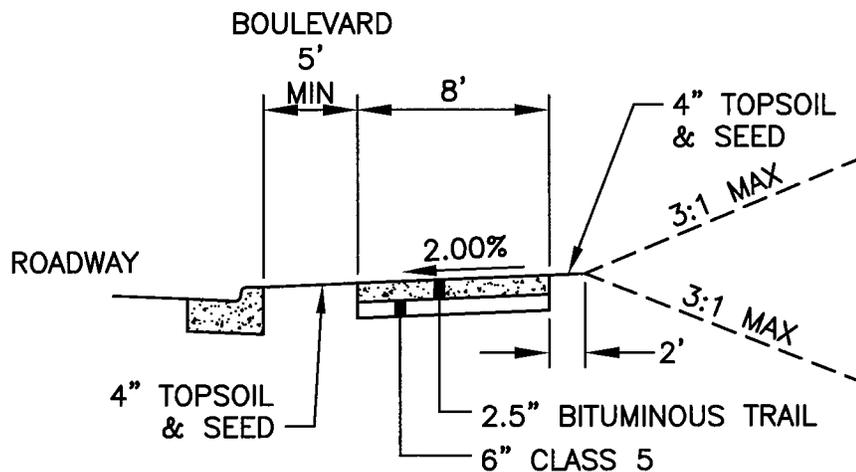
December, 2008



Map Document: \\sccserver\gis\AR\DT18\00325\ESR1\Mapst\0325 Location Map 6 SK11-2.mxd
12/18/08 11:47 AM



2.5" BITUMINOUS TRAIL RURAL SECTION



2.5" BITUMINOUS TRAIL URBAN SECTION



BOLTON & MENK, INC.
Consulting Engineers & Surveyors

MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA

©Bolton & Menk, Inc. 2006, All Rights Reserved
H:\ARDH\T16100325\FEAS\00326XSEC-TRAIL.dwg 12/3/08 4:06 pm

CITY OF ARDEN HILLS
OLD SNELLING AVENUE /
OLD HIGHWAY 10 TRAIL
CROSS SECTIONS

FIGURE 2

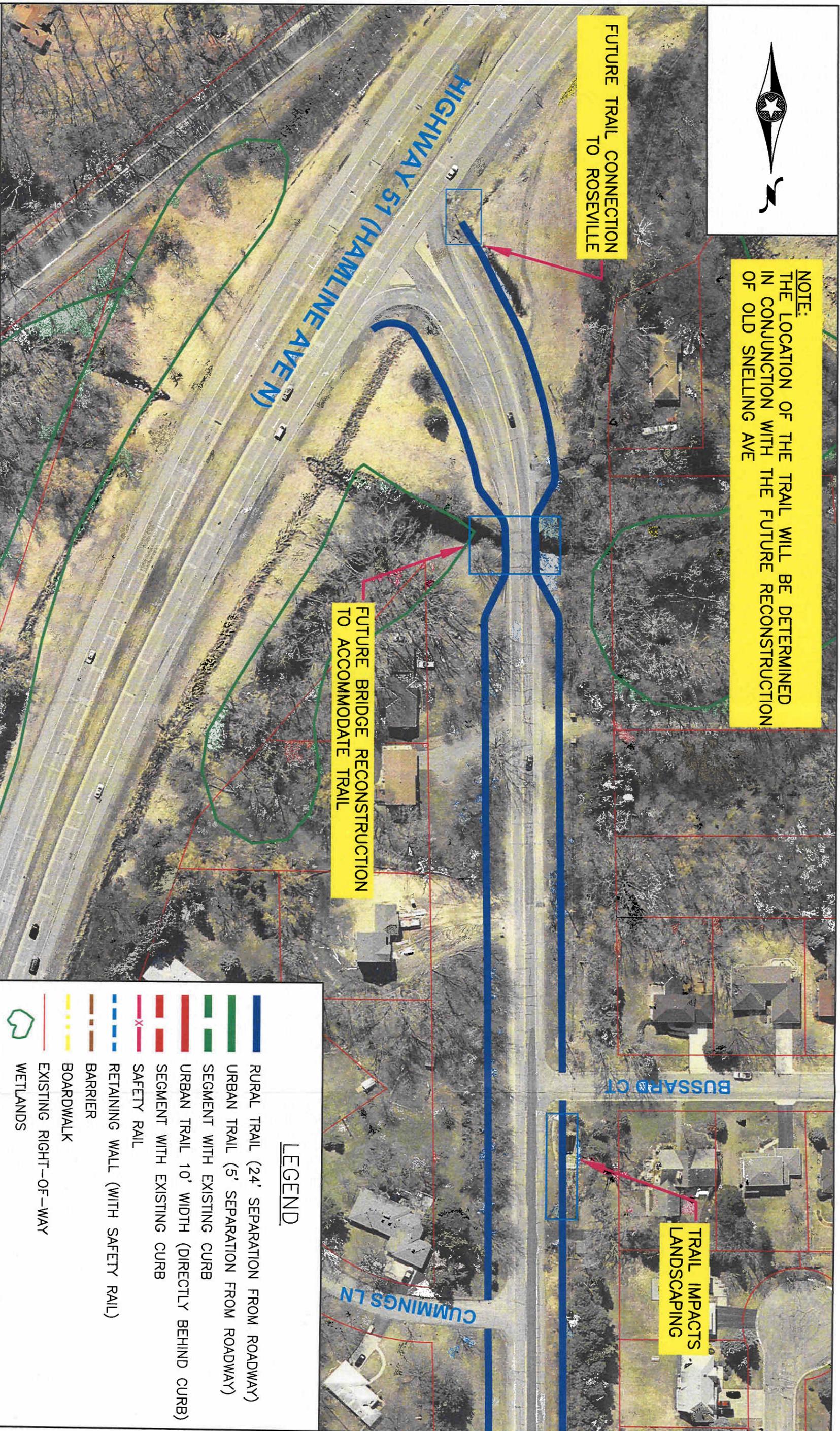


NOTE:
THE LOCATION OF THE TRAIL WILL BE DETERMINED IN CONJUNCTION WITH THE FUTURE RECONSTRUCTION OF OLD SNELLING AVE

FUTURE TRAIL CONNECTION TO ROSEVILLE

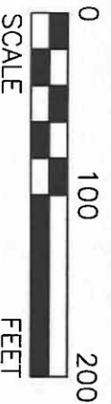
FUTURE BRIDGE RECONSTRUCTION TO ACCOMMODATE TRAIL

TRAIL IMPACTS LANDSCAPING



LEGEND

- RURAL TRAIL (24' SEPARATION FROM ROADWAY)
- URBAN TRAIL (5' SEPARATION FROM ROADWAY)
- SEGMENT WITH EXISTING CURB
- URBAN TRAIL 10' WIDTH (DIRECTLY BEHIND CURB)
- SEGMENT WITH EXISTING CURB
- SAFETY RAIL
- RETAINING WALL (WITH SAFETY RAIL)
- BARRIER
- BOARDWALK
- EXISTING RIGHT-OF-WAY
- WETLANDS



©Bolton & Menk, Inc. 2008, All Rights Reserved
H:\ARDH\T16100325\FEAS\Figure 3.dwg 12/3/08 4:53 pm



BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA

CITY OF ARDEN HILLS, MN
OLD SNELLING AVE/OLD HWY 10 TRAIL
DECEMBER, 2008
FIGURE NO. 3

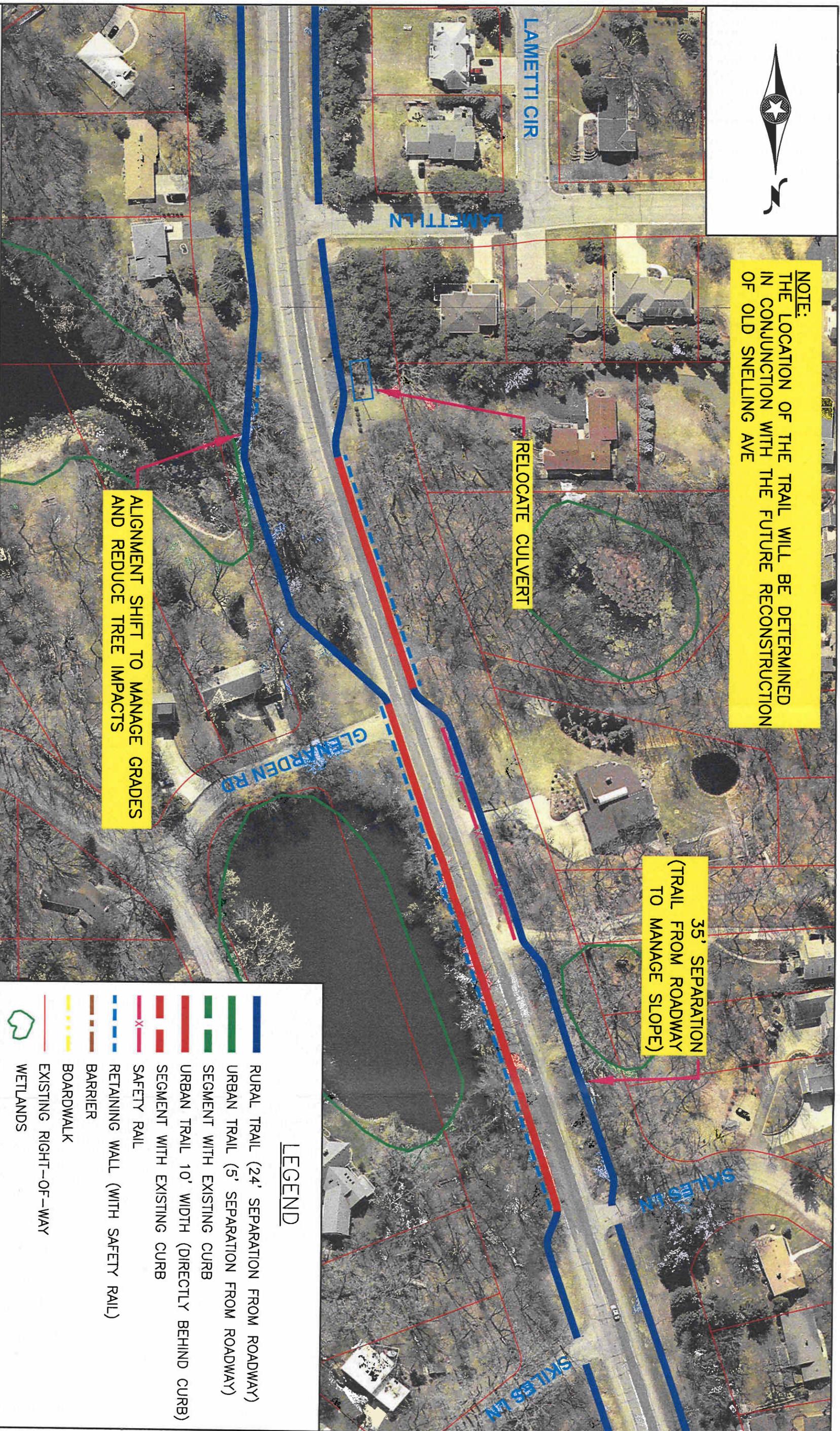


NOTE:
THE LOCATION OF THE TRAIL WILL BE DETERMINED IN CONJUNCTION WITH THE FUTURE RECONSTRUCTION OF OLD SNELLING AVE

35' SEPARATION
(TRAIL FROM ROADWAY TO MANAGE SLOPE)

RELOCATE CULVERT

ALIGNMENT SHIFT TO MANAGE GRADES AND REDUCE TREE IMPACTS



LEGEND

- RURAL TRAIL (24' SEPARATION FROM ROADWAY)
- URBAN TRAIL (5' SEPARATION FROM ROADWAY)
- SEGMENT WITH EXISTING CURB
- URBAN TRAIL 10' WIDTH (DIRECTLY BEHIND CURB)
- SEGMENT WITH EXISTING CURB
- SAFETY RAIL
- RETAINING WALL (WITH SAFETY RAIL)
- BARRIER
- BOARDWALK
- EXISTING RIGHT-OF-WAY
- WETLANDS



©Bolton & Menk, Inc. 2008, All Rights Reserved
H:\ARHD\T16100325\FEAS\Figure 4.dwg 12/3/08 4:49 pm

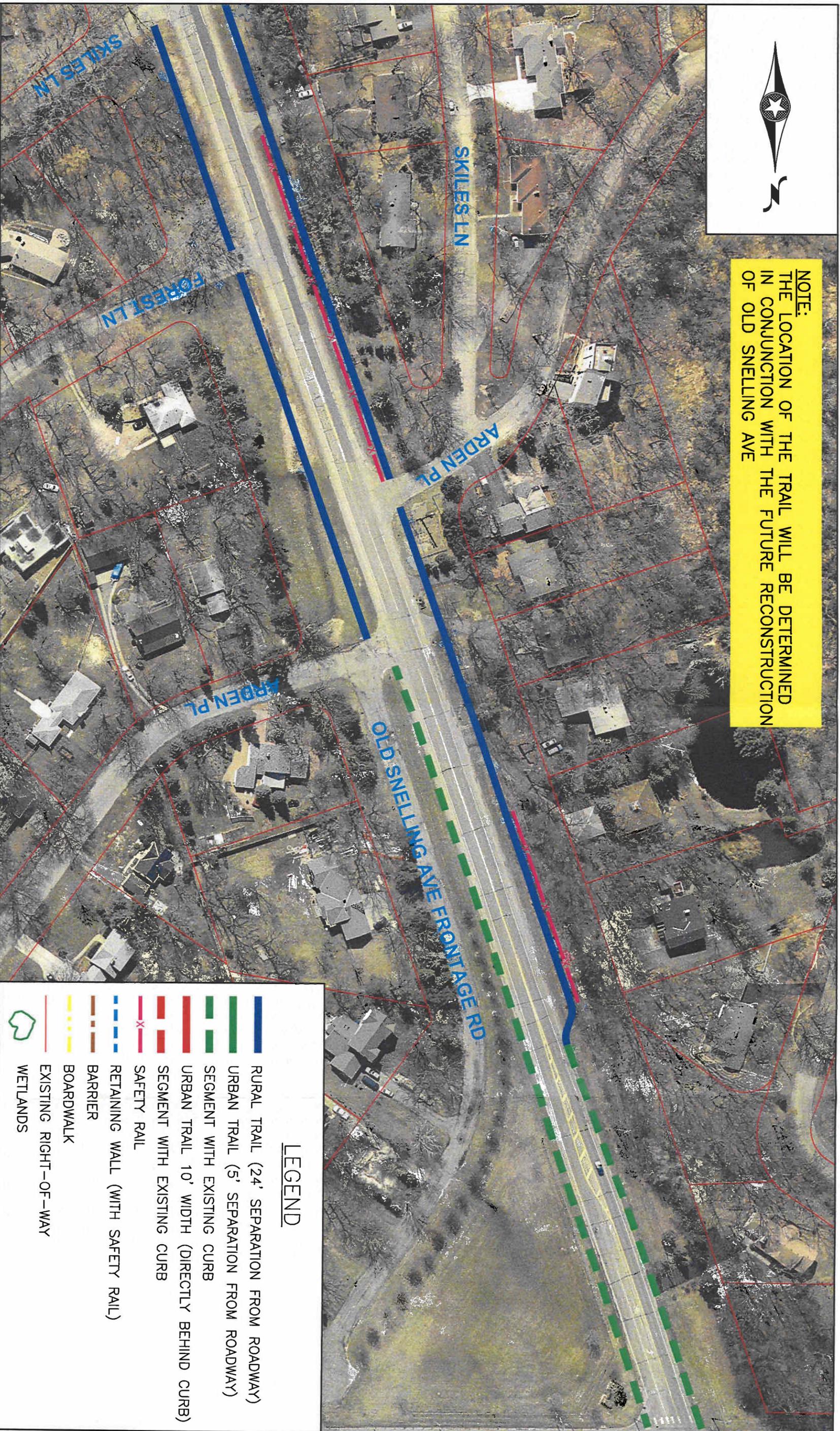


BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA

CITY OF ARDEN HILLS, MN
OLD SNELLING AVE/OLD HWY 10 TRAIL
DECEMBER, 2008
FIGURE NO. 4

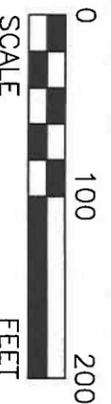


NOTE:
 THE LOCATION OF THE TRAIL WILL BE DETERMINED
 IN CONJUNCTION WITH THE FUTURE RECONSTRUCTION
 OF OLD SNELLING AVE



LEGEND

- RURAL TRAIL (24' SEPARATION FROM ROADWAY)
- URBAN TRAIL (5' SEPARATION FROM ROADWAY)
- SEGMENT WITH EXISTING CURB
- URBAN TRAIL 10' WIDTH (DIRECTLY BEHIND CURB)
- SEGMENT WITH EXISTING CURB
- SAFETY RAIL
- RETAINING WALL (WITH SAFETY RAIL)
- BARRIER
- BOARDWALK
- EXISTING RIGHT-OF-WAY
- WETLANDS

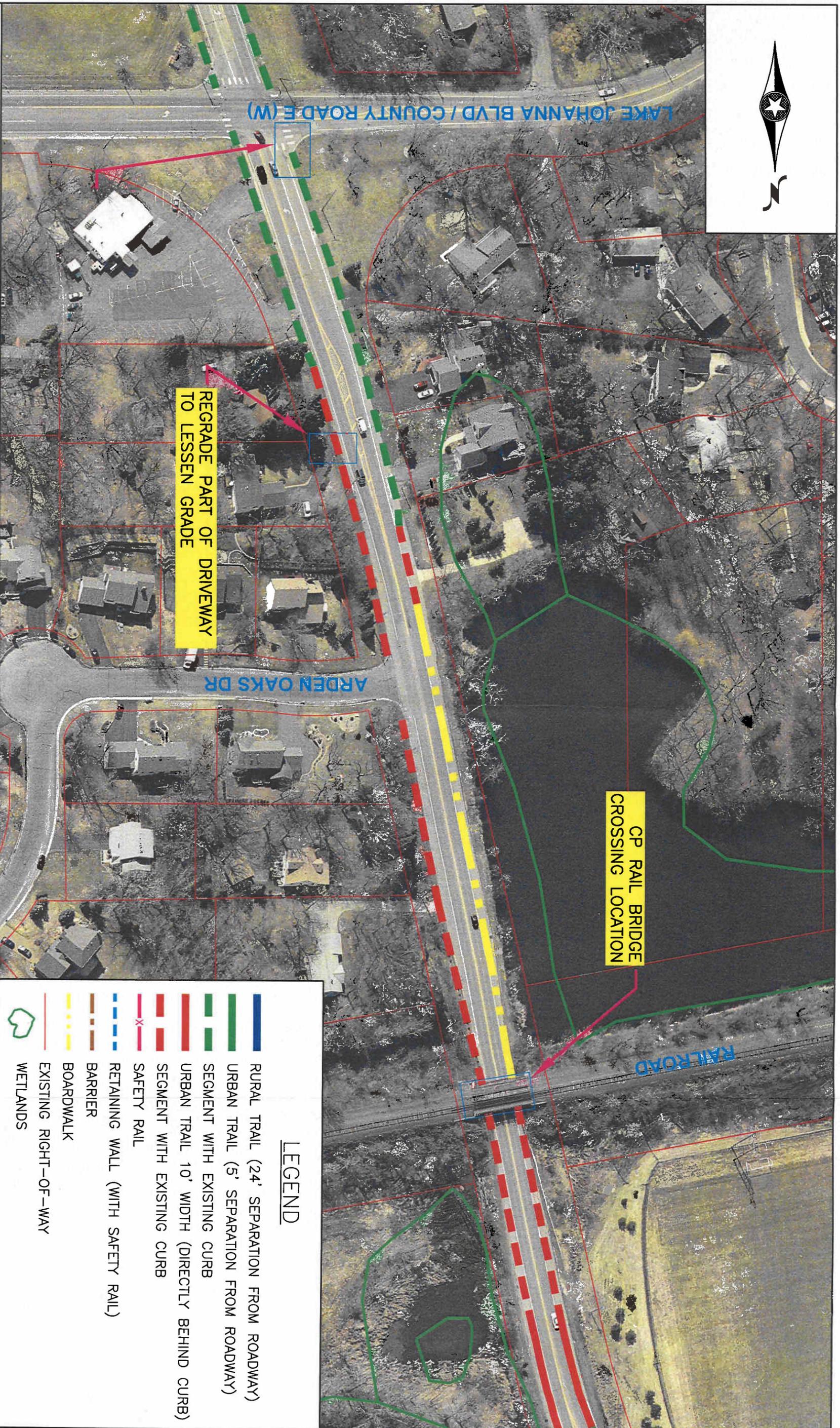


©Bolton & Menk, Inc. 2008, All Rights Reserved
 H:\AR\H\116100325\FEAS\Figure 5.dwg 12/3/08 4:48 pm



BOLTON & MENK, INC.
 Consulting Engineers & Surveyors
 MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
 BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA

CITY OF ARDEN HILLS, MN
 OLD SNELLING AVE/OLD HWY 10 TRAIL
 DECEMBER, 2008
 FIGURE NO. 5

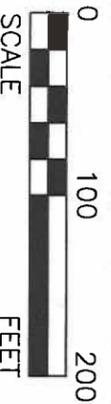


REGRADE PART OF DRIVEWAY TO LESSEN GRADE

CP RAIL BRIDGE CROSSING LOCATION

LEGEND

-  RURAL TRAIL (24' SEPARATION FROM ROADWAY)
-  URBAN TRAIL (5' SEPARATION FROM ROADWAY)
-  SEGMENT WITH EXISTING CURB
-  URBAN TRAIL 10' WIDTH (DIRECTLY BEHIND CURB)
-  SEGMENT WITH EXISTING CURB
-  SAFETY RAIL
-  RETAINING WALL (WITH SAFETY RAIL)
-  BARRIER
-  BOARDWALK
-  EXISTING RIGHT-OF-WAY
-  WETLANDS

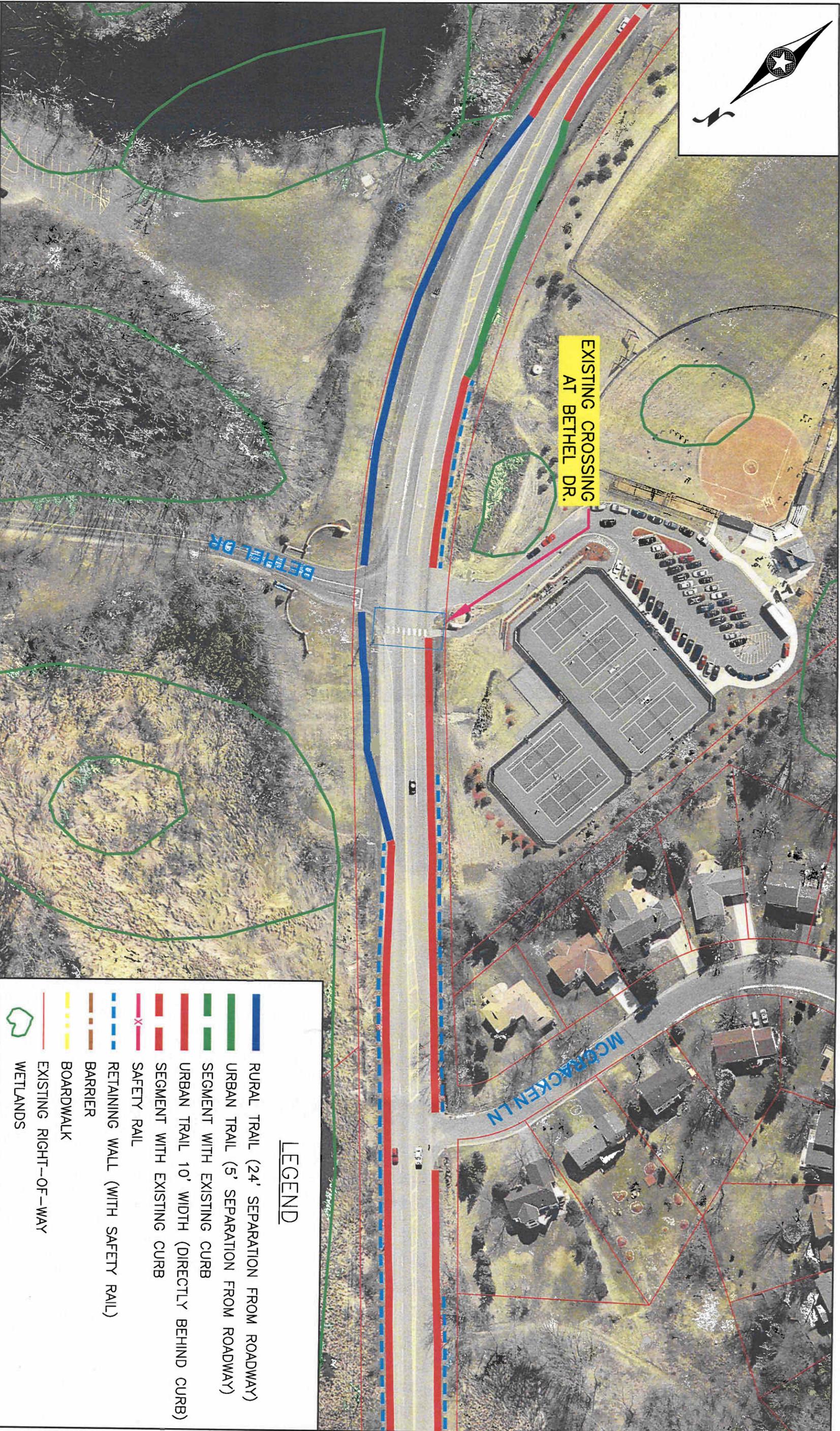
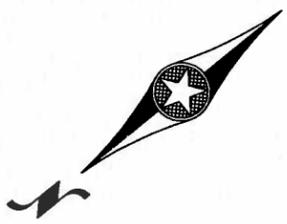


©Bolton & Menk, Inc. 2008, All Rights Reserved
 H:\AROH\1161003235\FEAS\Figure 6.dwg 12/3/08 4:48 pm



BOLTON & MENK, INC.
 Consulting Engineers & Surveyors
 MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
 BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA

CITY OF ARDEN HILLS, MN
 OLD SNELLING AVE/OLD HWY 10 TRAIL
 DECEMBER, 2008
 FIGURE NO. 6

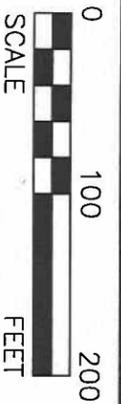


EXISTING CROSSING
AT BETHEL DR.

MCCRACKEN LN

LEGEND

- RURAL TRAIL (24' SEPARATION FROM ROADWAY)
- URBAN TRAIL (5' SEPARATION FROM ROADWAY)
- SEGMENT WITH EXISTING CURB
- URBAN TRAIL 10' WIDTH (DIRECTLY BEHIND CURB)
- SEGMENT WITH EXISTING CURB
- SAFETY RAIL
- RETAINING WALL (WITH SAFETY RAIL)
- BARRIER
- BOARDWALK
- EXISTING RIGHT-OF-WAY
- WETLANDS



©Bolton & Menk, Inc. 2008, All Rights Reserved
H:\ARHD\116100325\FEAS\Figure 7.dwg 12/4/08 7:10 am



BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA

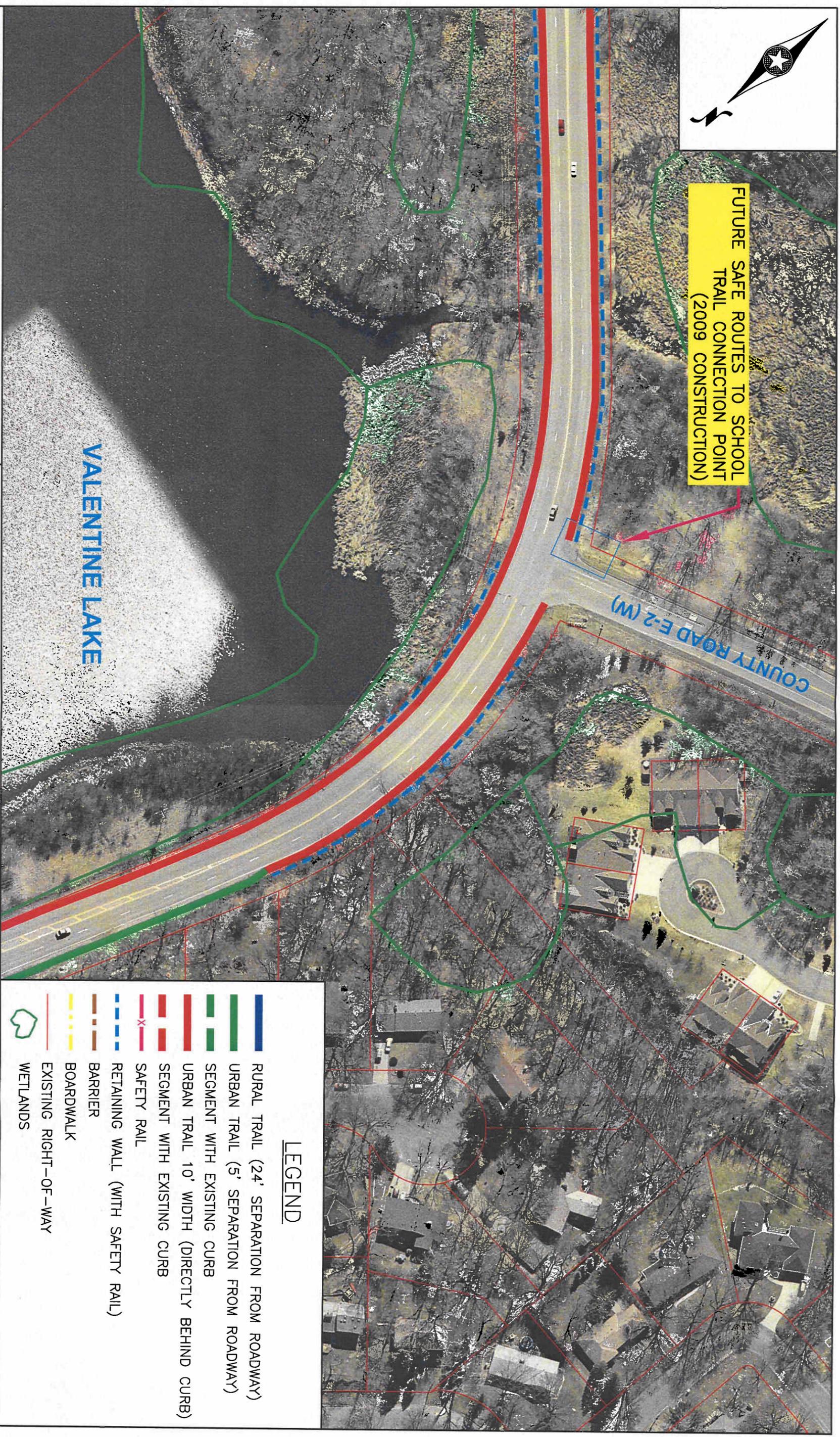
CITY OF ARDEN HILLS, MN
OLD SNELLING AVE/OLD HWY 10 TRAIL

DECEMBER, 2008

FIGURE NO. 7

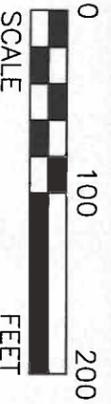


**FUTURE SAFE ROUTES TO SCHOOL
TRAIL CONNECTION POINT
(2009 CONSTRUCTION)**



LEGEND

- RURAL TRAIL (24' SEPARATION FROM ROADWAY)
- URBAN TRAIL (5' SEPARATION FROM ROADWAY)
- - - SEGMENT WITH EXISTING CURB
- URBAN TRAIL 10' WIDTH (DIRECTLY BEHIND CURB)
- - - SEGMENT WITH EXISTING CURB
- x-x- SAFETY RAIL
- - - RETAINING WALL (WITH SAFETY RAIL)
- - - BARRIER
- - - BOARDWALK
- EXISTING RIGHT-OF-WAY
- WETLANDS



©Bolton & Menk, Inc. 2008, All Rights Reserved
H:\AROH\T16100325\FEAS\Figure 8.dwg 12/3/08 4:48 pm

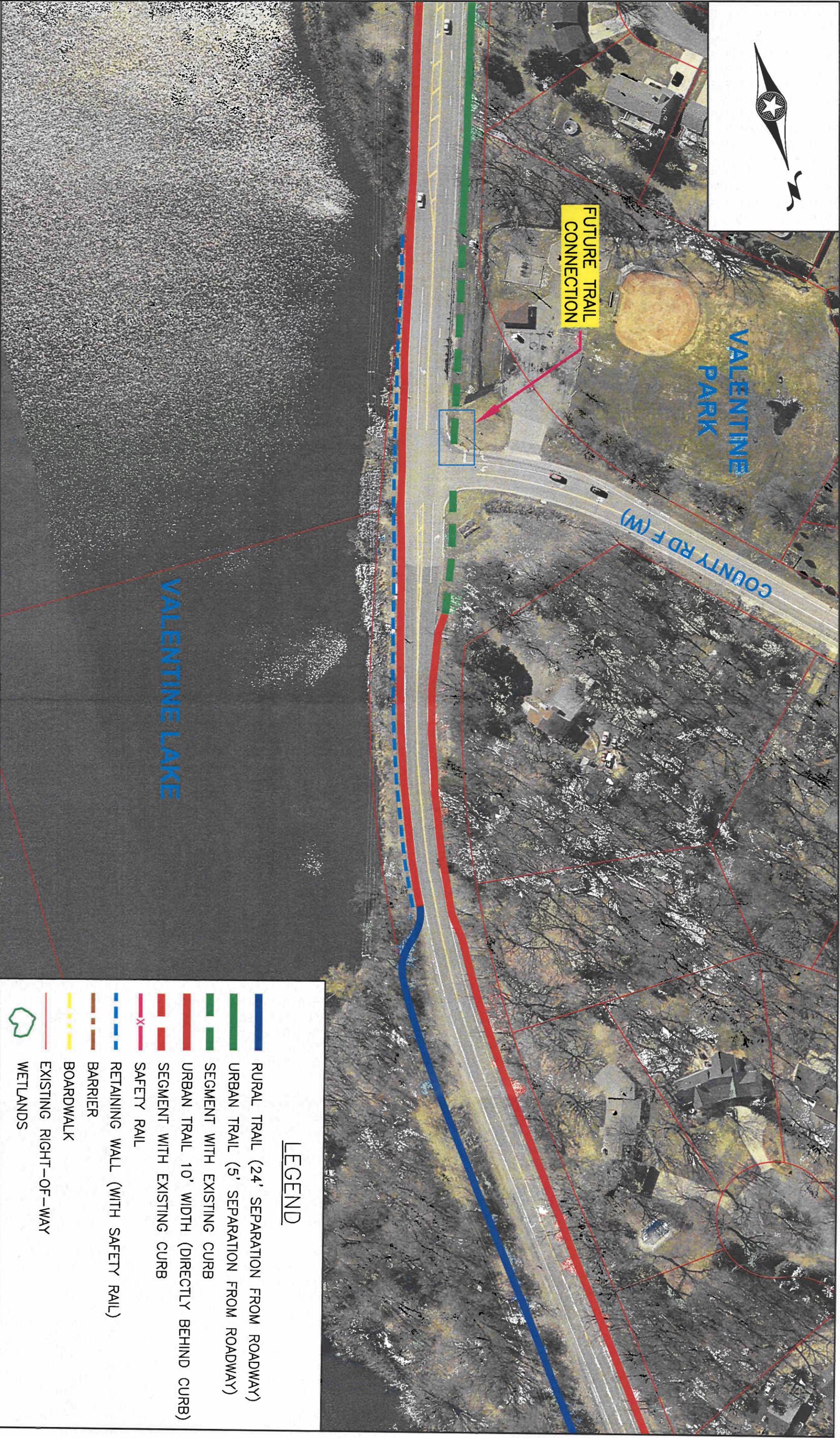


BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA

CITY OF ARDEN HILLS, MN
OLD SNELLING AVE/OLD HWY 10 TRAIL

DECEMBER, 2008

FIGURE NO. 8



FUTURE TRAIL CONNECTION

VALENTINE PARK

COUNTY RD F (W)

VALENTINE LAKE

LEGEND

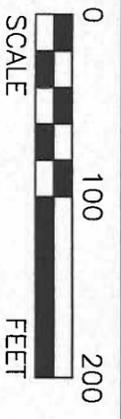
- RURAL TRAIL (24' SEPARATION FROM ROADWAY)
- URBAN TRAIL (5' SEPARATION FROM ROADWAY)
- SEGMENT WITH EXISTING CURB
- URBAN TRAIL 10' WIDTH (DIRECTLY BEHIND CURB)
- SEGMENT WITH EXISTING CURB
- SAFETY RAIL
- RETAINING WALL (WITH SAFETY RAIL)
- BARRIER
- BOARDWALK
- EXISTING RIGHT-OF-WAY
- WETLANDS

CITY OF ARDEN HILLS, MN
 OLD SNELLING AVE/OLD HWY 10 TRAIL

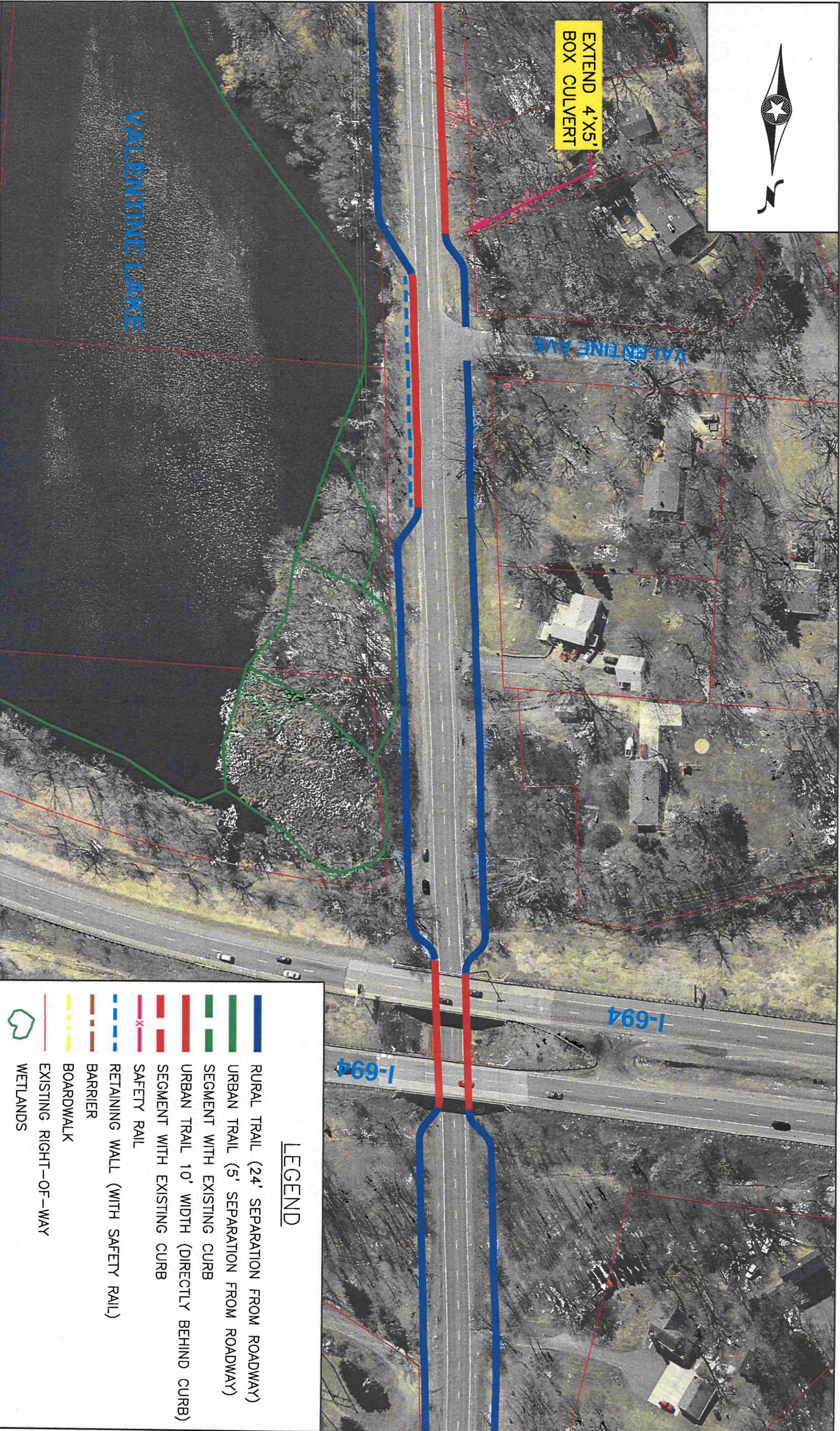
DECEMBER, 2008

FIGURE NO. 9

BOLTON & MENK, INC.
 Consulting Engineers & Surveyors
 MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
 BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA



©Bolton & Menk, Inc. 2008, All Rights Reserved
 H:\AR\DH\16100325\FEAS\Figure 9.dwg 12/3/08 5:34 pm



LEGEND

-  RURAL TRAIL (24' SEPARATION FROM ROADWAY)
-  URBAN TRAIL (5' SEPARATION FROM ROADWAY)
-  SEGMENT WITH EXISTING CURB
-  URBAN TRAIL 10' WIDTH (DIRECTLY BEHIND CURB)
-  SEGMENT WITH EXISTING CURB
-  SAFETY RAIL
-  RETAINING WALL (WITH SAFETY RAIL)
-  BARRIER
-  BOARDWALK
-  EXISTING RIGHT-OF-WAY
-  WETLANDS

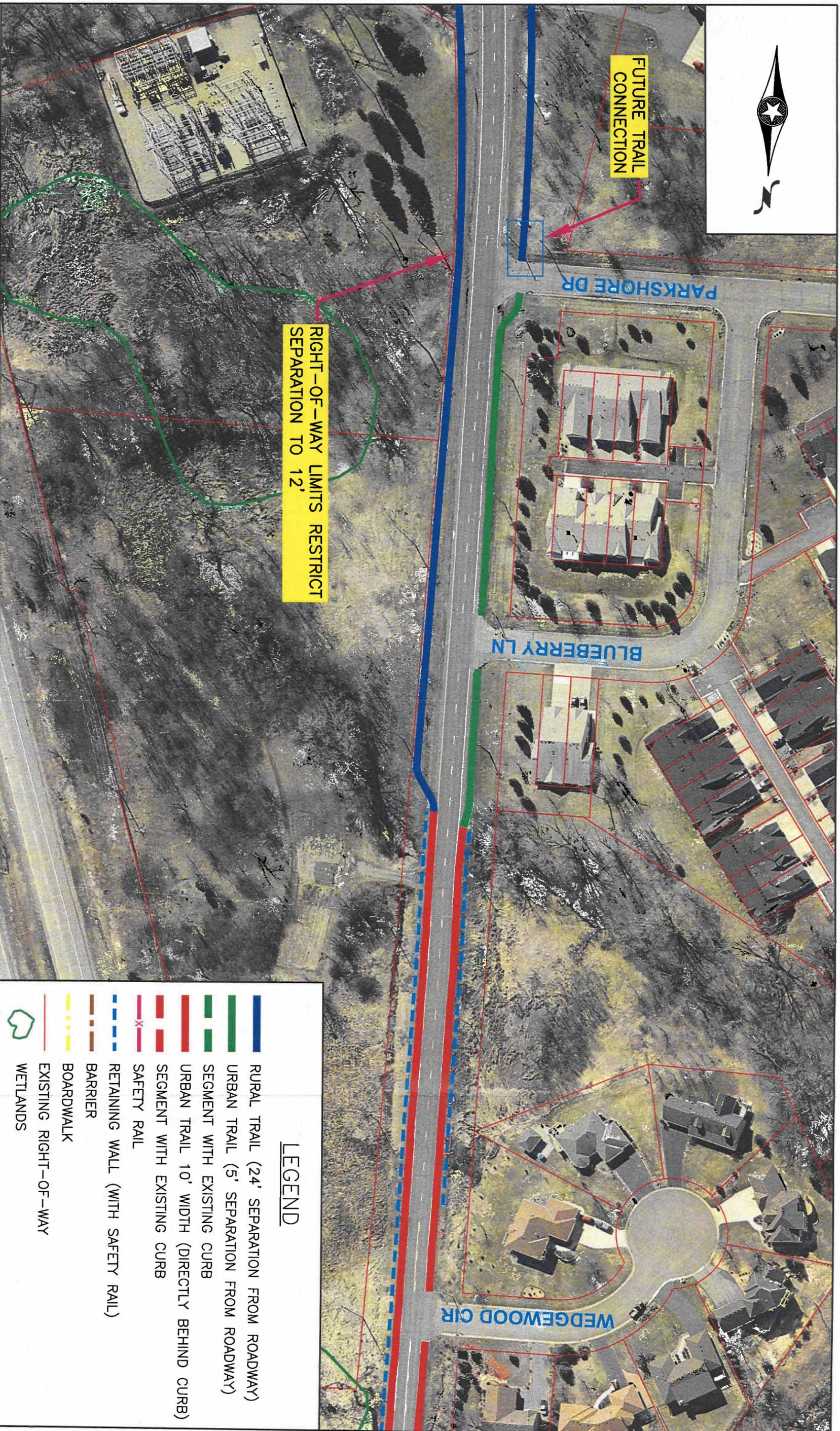
CITY OF ARDEN HILLS, MN
 OLD SNELLING AVE/OLD HWY 10 TRAIL

DECEMBER, 2008

FIGURE NO. 10

BOLTON & MENK, INC.
 Consulting Engineers & Surveyors
 MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
 BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA

ARDEN HILLS
 SCALE 0 100 200 FEET
 ©Bolton & Menk, Inc. 2008, All Rights Reserved
 H:\AROH\116100325\FEAS\Figure 10.dwg 12/3/08 5:40 pm



RIGHT-OF-WAY LIMITS RESTRICT SEPARATION TO 12'

FUTURE TRAIL CONNECTION

LEGEND

- RURAL TRAIL (24' SEPARATION FROM ROADWAY)
- URBAN TRAIL (5' SEPARATION FROM ROADWAY)
- SEGMENT WITH EXISTING CURB
- URBAN TRAIL 10' WIDTH (DIRECTLY BEHIND CURB)
- SEGMENT WITH EXISTING CURB
- SAFETY RAIL
- RETAINING WALL (WITH SAFETY RAIL)
- BARRIER
- BOARDWALK
- EXISTING RIGHT-OF-WAY
- WETLANDS

CITY OF ARDEN HILLS, MN
 OLD SNELLING AVE/OLD HWY 10 TRAIL

DECEMBER, 2008

FIGURE NO. 11

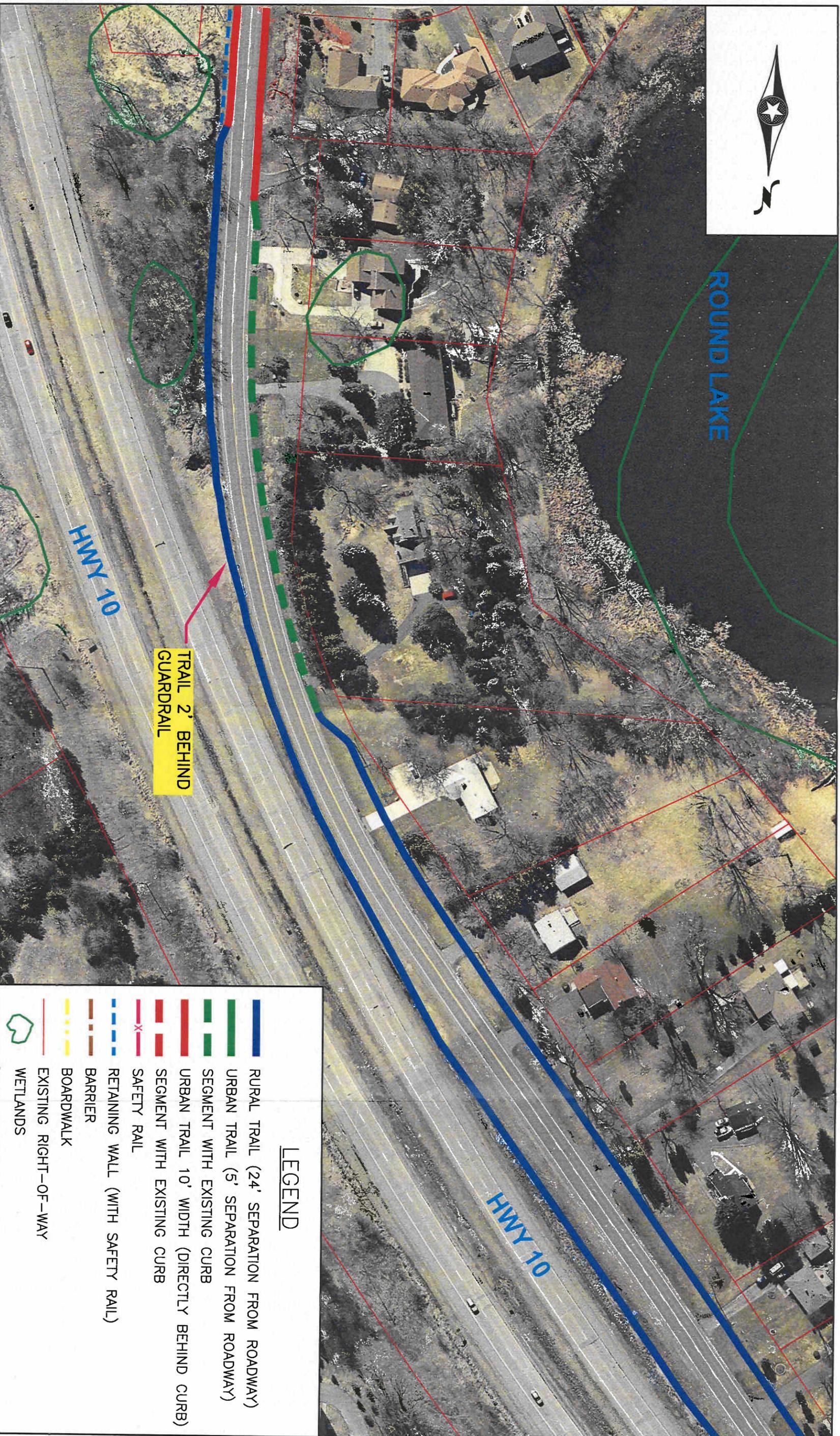
BOLTON & MENK, INC.
 Consulting Engineers & Surveyors
 MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
 BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA



©Bolton & Menk, Inc. 2008, All Rights Reserved
 H:\ARHD\T16100325\FEAS\Figure 11.dwg 12/3/08 4:44 pm



ROUND LAKE



LEGEND

-  RURAL TRAIL (24' SEPARATION FROM ROADWAY)
-  URBAN TRAIL (5' SEPARATION FROM ROADWAY)
-  SEGMENT WITH EXISTING CURB
-  URBAN TRAIL 10' WIDTH (DIRECTLY BEHIND CURB)
-  SEGMENT WITH EXISTING CURB
-  SAFETY RAIL
-  RETAINING WALL (WITH SAFETY RAIL)
-  BARRIER
-  BOARDWALK
-  EXISTING RIGHT-OF-WAY
-  WETLANDS

CITY OF ARDEN HILLS, MN
OLD SNELLING AVE/OLD HWY 10 TRAIL

DECEMBER, 2008

FIGURE NO. 12

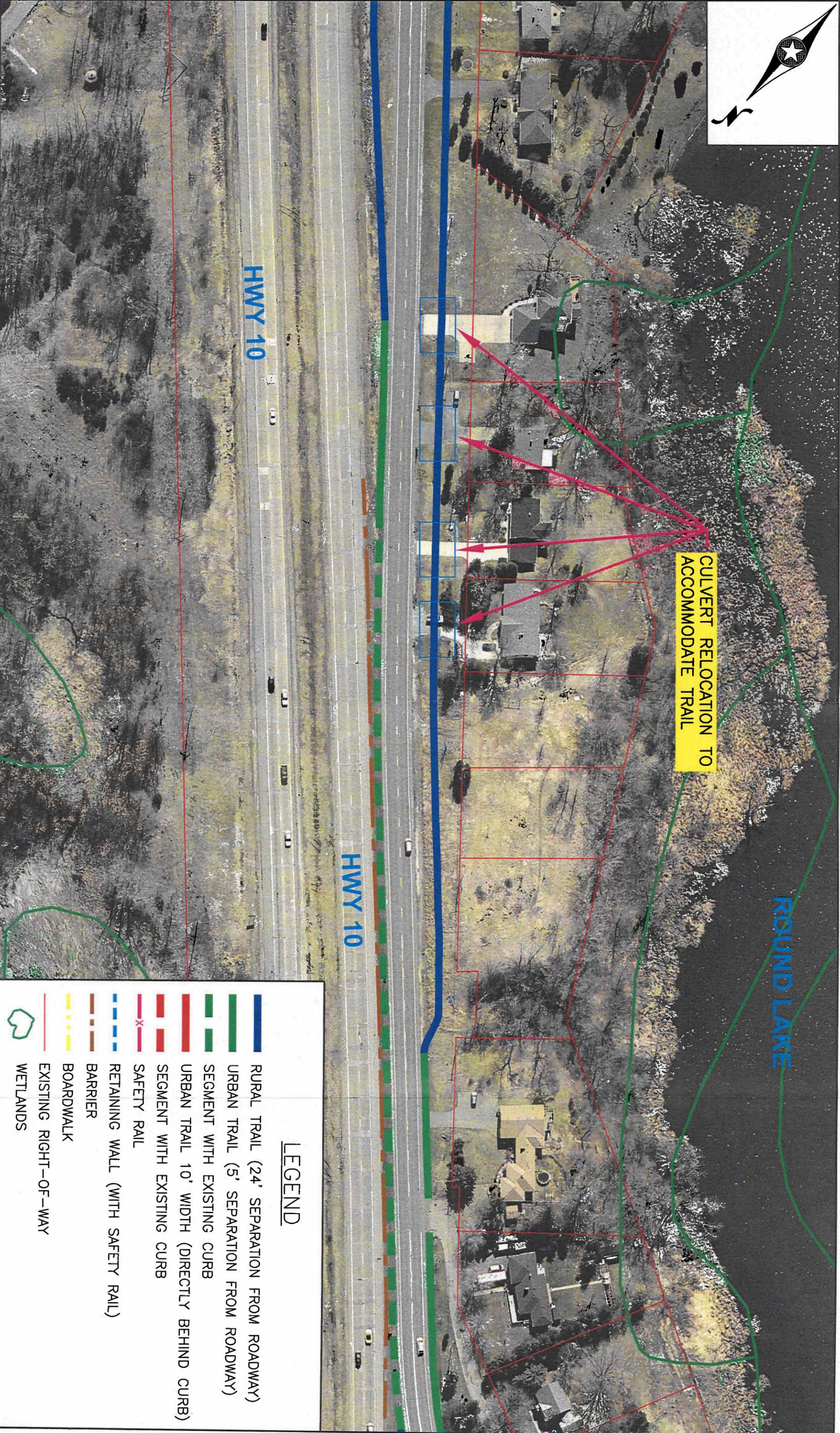
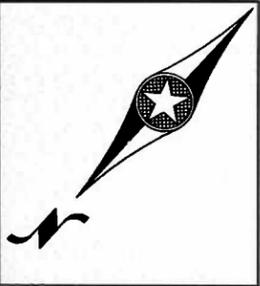


SCALE
FEET

©Bolton & Menk, Inc. 2008, All Rights Reserved
H:\ARDH\116100325\FEAS\Figure 12.dwg 12/3/08 5:47 pm



BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA



CULVERT RELOCATION TO ACCOMMODATE TRAIL

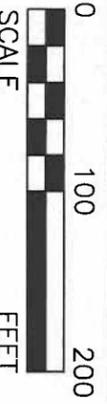
HWY 10

HWY 10

ROUND LAKE

LEGEND

-  RURAL TRAIL (24' SEPARATION FROM ROADWAY)
-  URBAN TRAIL (5' SEPARATION FROM ROADWAY)
-  SEGMENT WITH EXISTING CURB
-  URBAN TRAIL 10' WIDTH (DIRECTLY BEHIND CURB)
-  SEGMENT WITH EXISTING CURB
-  SAFETY RAIL
-  RETAINING WALL (WITH SAFETY RAIL)
-  BARRIER
-  BOARDWALK
-  EXISTING RIGHT-OF-WAY
-  WETLANDS

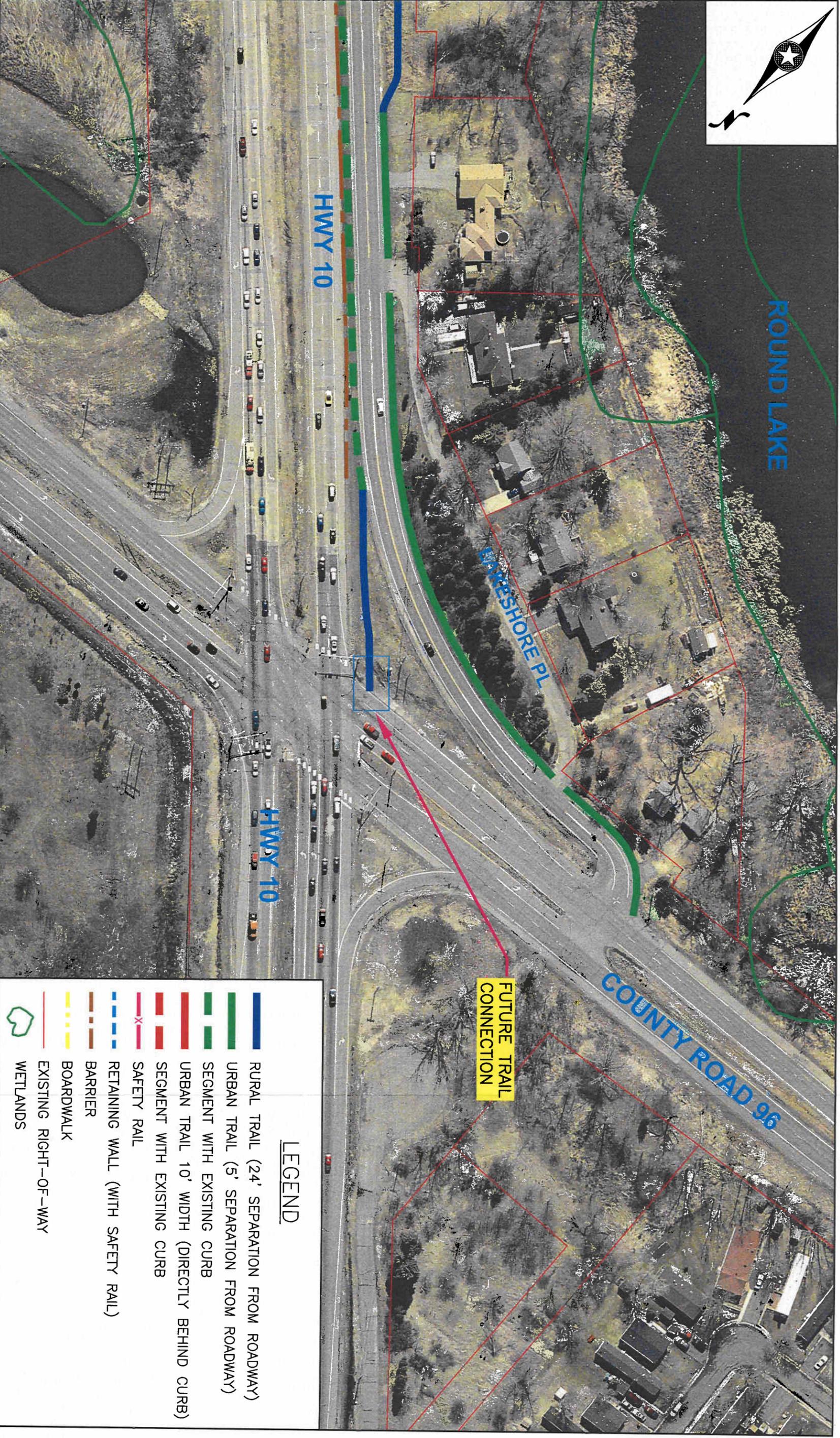


©Bolton & Menk, Inc. 2008, All Rights Reserved
 H:\ARPH\T16100325\FEAS\Figure 13.dwg 12/3/08 4:44 pm



BOLTON & MENK, INC.
 Consulting Engineers & Surveyors
 MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
 BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA

CITY OF ARDEN HILLS, MN
 OLD SNELLING AVE/OLD HWY 10 TRAIL
 DECEMBER, 2008
 FIGURE NO. 13



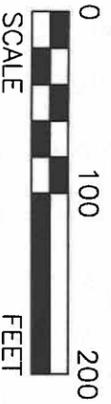
LEGEND

	RURAL TRAIL (24' SEPARATION FROM ROADWAY)
	URBAN TRAIL (5' SEPARATION FROM ROADWAY)
	SEGMENT WITH EXISTING CURB
	URBAN TRAIL 10' WIDTH (DIRECTLY BEHIND CURB)
	SEGMENT WITH EXISTING CURB
	SAFETY RAIL
	RETAINING WALL (WITH SAFETY RAIL)
	BARRIER
	BOARDWALK
	EXISTING RIGHT-OF-WAY
	WETLANDS

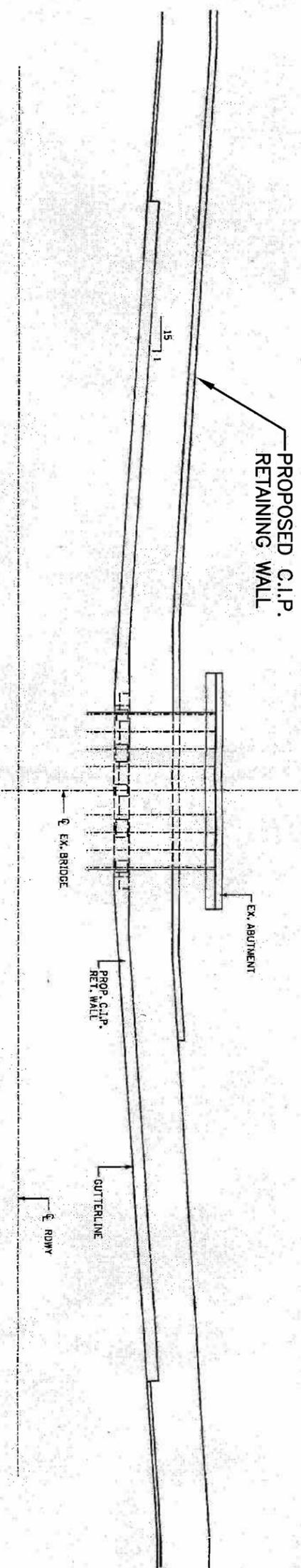
CITY OF ARDEN HILLS, MN
 OLD SNELLING AVE/OLD HWY 10 TRAIL

DECEMBER, 2008 FIGURE NO. 14

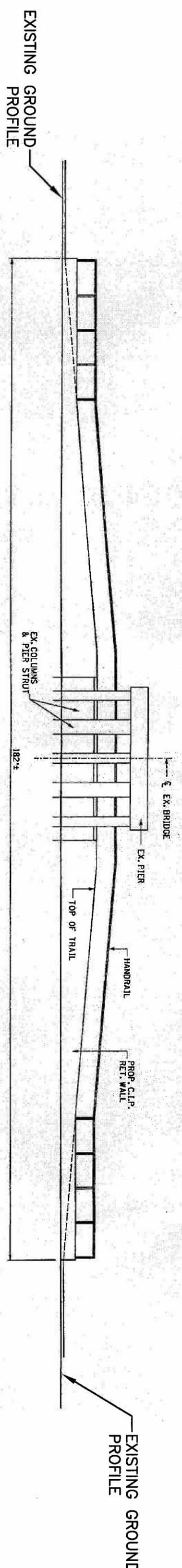
BOLTON & MENK, INC.
 Consulting Engineers & Surveyors
 MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
 BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA



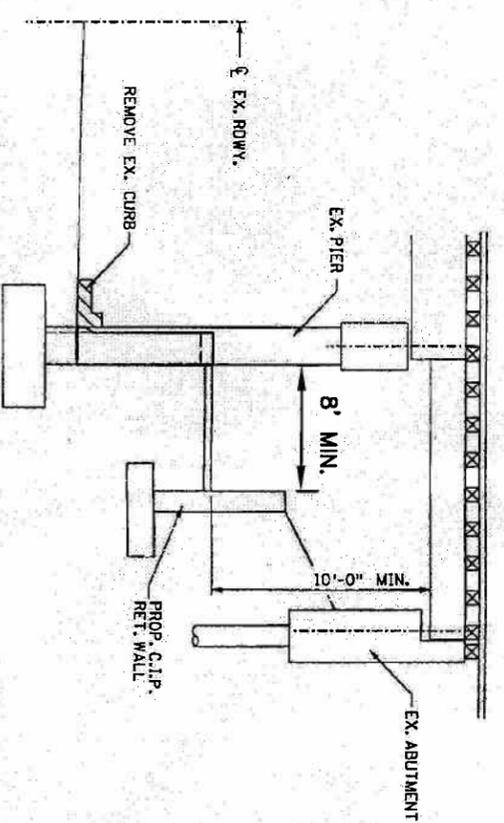
©Bolton & Menk, Inc. 2008, All Rights Reserved
 H:\ARHD\T16100325\FEAS\Figure 14.dwg 12/3/08 5:55 pm



PLAN VIEW



PROFILE VIEW



CROSS SECTION

NOTE:
 DETAILS ORIGINALLY CREATED FOR ARDEN HILLS
 BY URS CORPORATION

NOT TO SCALE

©Bolton & Menk, Inc. 2006, All Rights Reserved
 H:\ARDH\116100323\FEAS\00326PED-DTL1.dwg 12/3/08 4:59 pm

BOLTON & MENK, INC.
 Consulting Engineers & Surveyors
 MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
 BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA

CITY OF ARDEN HILLS, MN
 OLD SNELLING AVE/OLD HWY 10 TRAIL
 PLAN, PROFILE AND CROSS SECTION
 DECEMBER, 2008

PRELIMINARY ENGINEER'S ESTIMATE

OLD SNELLING AVE/OLD HWY 10 TRAIL
CITY OF ARDEN HILLS, MN
BMI PROJECT NO. T16.100325

F:_Civil\ARDHAT16100325\Excel\PreEng-Est.xls\ENGINEERS ESTIMATE

SEGMENT 1 - HIGHWAY 51 TO COUNTY ROAD E

ITEM NO.	ITEM	UNIT	UNIT PRICE	OLD SNELLING AVE/OLD HWY 10 TRAIL			
				WEST TRAIL		EAST TRAIL	
				QUANTITY	COST	QUANTITY	COST
1	MOBILIZATION	LUMP SUM	\$5,000	1.0	\$5,000.00	1.0	\$5,000.00
2	CLEAR AND GRUB	ACRE	\$1,500.00	0.3	\$450.00	0.5	\$750.00
3	COMMON EXCAVATION	CU YD	\$15.00	1,270	\$19,050.00	1,250	\$18,750.00
4	COMMON BORROW	CU YD	\$13.00	100	\$1,300.00	290	\$3,770.00
5	TOPSOIL BORROW	CU YD	\$20.00	790	\$15,800.00	780	\$15,600.00
6	AGGREGATE BASE CLASS 5	TON	\$11.00	1,980	\$21,780.00	1,950	\$21,450.00
7	BITUMINOUS WEAR COURSE- 2.5" TRAIL (LV4)	TON	\$68.00	560	\$38,080.00	560	\$38,080.00
8	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$10.50	270	\$2,835.00	580	\$6,090.00
9	PEDESTRIAN RAMP WITH DOMES	EACH	\$800.00	10	\$8,000.00	12	\$9,600.00
10	RETAINING WALL	SQ FT	\$35.00	1,350	\$47,250.00	3,250	\$113,750.00
11	SAFETY RAILING	LIN FT	\$30.00	1,120	\$33,600.00	644	\$19,320.00
12	TRAFFIC CONTROL	LUMP SUM	\$3,400.00	1.0	\$3,400.00	1.0	\$3,400.00
13	STORM SEWER (CATCH BASIN AND PIPING)	EACH	\$8,000.00	1	\$8,000.00	2	\$16,000.00
14	SEED, FERTILIZER & MULCH	ACRE	\$2,000.00	1.0	\$2,000.00	1.0	\$2,000.00
15	SILT FENCE - PREASSEMBLED	LIN FT	\$4.00	4,275	\$17,100.00	4,214	\$16,856.00
SUBTOTAL - SEGMENT 1					\$223,645.00		\$290,416.00
CONTINGENCIES (15%)					\$33,546.75		\$43,562.40
TOTAL CONSTRUCTION COST					\$257,191.75		\$333,978.40
ENGINEERING, LEGAL, AND ADMINISTRATION (20%)					\$51,438.35		\$66,795.68
TOTAL COST - SEGMENT 1					\$308,630.10		\$400,774.08

SEGMENT 2 - COUNTY ROAD E TO BETHEL DRIVE

ITEM NO.	ITEM	UNIT	UNIT PRICE	OLD SNELLING AVE/OLD HWY 10			
				WEST TRAIL		EAST TRAIL	
				QUANTITY	COST	QUANTITY	COST
1	MOBILIZATION	LUMP SUM	\$16,000	1.0	\$16,000.00	1.0	\$16,000.00
2	CLEAR AND GRUB	ACRE	\$1,500.00	0.1	\$150.00	0.1	\$150.00
3	COMMON EXCAVATION	CU YD	\$15.00	420	\$6,300.00	570	\$8,550.00
4	COMMON BORROW	CU YD	\$13.00	80	\$1,040.00	0	\$0.00
5	TOPSOIL BORROW	CU YD	\$20.00	260	\$5,200.00	350	\$7,000.00
6	AGGREGATE BASE CLASS 5	TON	\$11.00	640	\$7,040.00	880	\$9,680.00
7	BITUMINOUS WEAR COURSE- 2.5" TRAIL (LV4)	TON	\$68.00	200	\$13,600.00	290	\$19,720.00
8	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$10.50	630	\$6,615.00	670	\$7,035.00
9	PEDESTRIAN RAMP WITH DOMES	EACH	\$800.00	2	\$1,600.00	4	\$3,200.00
10	CONSTRUCT BOARDWALK	LIN FT	\$450.00	530	\$238,500.00	0	\$0.00
11	RETAINING WALL	SQ FT	\$35.00	630	\$22,050.00	0	\$0.00
12	SAFETY RAILING	LIN FT	\$30.00	210	\$6,300.00	0	\$0.00
13	TRAFFIC CONTROL	LUMP SUM	\$6,400.00	1.0	\$6,400.00	1.0	\$6,400.00
14	STORM SEWER (CATCH BASIN AND PIPING)	EACH	\$8,000.00	2	\$16,000.00	2	\$16,000.00
15	SEED, FERTILIZER & MULCH	ACRE	\$2,000.00	0.5	\$1,000.00	0.5	\$1,000.00
16	SILT FENCE - PREASSEMBLED	LIN FT	\$4.00	1,898	\$7,592.00	1,902	\$7,608.00
17	CP RAIL BRIDGE CROSSING - CIP RETAINING WALL	LUMP SUM	\$140,000.00	1.0	\$140,000.00	1.0	\$140,000.00
SUBTOTAL - SEGMENT 2					\$495,387.00		\$242,343.00
CONTINGENCIES (15%)					\$74,308.05		\$36,351.45
TOTAL CONSTRUCTION COST					\$569,695.05		\$278,694.45
ENGINEERING, LEGAL, AND ADMINISTRATION (20%)					\$113,939.01		\$55,738.89
TOTAL COST - SEGMENT 2					\$683,634.06		\$334,433.34

PRELIMINARY ENGINEER'S ESTIMATE

OLD SNELLING AVE/OLD HWY 10 TRAIL
CITY OF ARDEN HILLS, MN
BMI PROJECT NO. T16.100325

F:_Civil\ARDHIT16100325\Excel\PreEng-Est.xls]ENGINEERS ESTIMATE

SEGMENT 3 - BETHEL DRIVE TO COUNTY ROAD 96

ITEM NO.	ITEM	UNIT	UNIT PRICE	OLD SNELLING AVE/OLD HWY 10			
				WEST TRAIL		EAST TRAIL	
				QUANTITY	COST	QUANTITY	COST
1	MOBILIZATION	LUMP SUM	\$29,000	1.0	\$29,000.00	1.0	\$29,000.00
2	CLEAR AND GRUB	ACRE	\$1,500.00	0.6	\$900.00	0.9	\$1,350.00
3	COMMON EXCAVATION	CU YD	\$15.00	2,860	\$42,900.00	2,910	\$43,650.00
4	COMMON BORROW	CU YD	\$13.00	620	\$8,060.00	710	\$9,230.00
5	TOPSOIL BORROW	CU YD	\$20.00	1,890	\$37,800.00	1,830	\$36,600.00
6	AGGREGATE BASE CLASS 5	TON	\$11.00	4,480	\$49,280.00	4,550	\$50,050.00
7	BITUMINOUS WEAR COURSE- 2.5" TRAIL (LV4)	TON	\$68.00	1,360	\$92,480.00	1,390	\$94,520.00
8	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$10.50	5,490	\$57,645.00	3,540	\$37,170.00
9	PEDESTRIAN RAMP WITH DOMES	EACH	\$800.00	20	\$16,000.00	2	\$1,600.00
10	RETAINING WALL	SQ FT	\$35.00	9,430	\$330,050.00	13,880	\$485,800.00
11	TRAFFIC BARRIER	LIN FT	\$15.00	0	\$0.00	1,120	\$16,800.00
12	SAFETY RAILING	LIN FT	\$30.00	1,790	\$53,700.00	2,786	\$83,580.00
13	TRAFFIC CONTROL	LUMP SUM	\$10,200.00	1.0	\$10,200.00	1.0	\$10,200.00
14	STORM SEWER (CATCH BASIN AND PIPING)	EACH	\$8,000.00	18	\$144,000.00	16	\$128,000.00
15	RELOCATE CULVERT	EACH	\$2,400.00	5	\$12,000.00	0	\$0.00
16	EXTEND 4'X5' BOX CULVERT	LIN FT	\$575.00	15	\$8,625.00	0	\$0.00
17	SEED, FERTILIZER & MULCH	ACRE	\$2,000.00	2.3	\$4,600.00	2.3	\$4,600.00
18	SILT FENCE - PREASSEMBLED	LIN FT	\$4.00	9,727	\$38,908.00	9,854	\$39,416.00
SUBTOTAL - SEGMENT 3					\$936,148.00		\$1,071,566.00
CONTINGENCIES (15%)					\$140,422.20		\$160,734.90
TOTAL CONSTRUCTION COST					\$1,076,570.20		\$1,232,300.90
ENGINEERING, LEGAL, AND ADMINISTRATION (20%)					\$215,314.04		\$246,460.18
TOTAL COST - SEGMENT 3					\$1,291,884.24		\$1,478,761.08

TOTAL COST - SEGMENT 1	\$308,630.10	\$400,774.08
TOTAL COST - SEGMENT 2	\$683,634.06	\$334,433.34
TOTAL COST - SEGMENT 3	\$1,291,884.24	\$1,478,761.08
TOTAL COST - ALL SEGMENTS	\$2,284,148.40	\$2,213,968.50

NOTE:

THIS ESTIMATE DOES NOT INCLUDE COSTS FOR POTENTIAL WETLAND MITIGATION, INFILTRATION BASINS, OR SEDIMENT POND CONSTRUCTION

To: Michelle Wolfe/Arden Hills
City Administrator**File:** 31809368**From:** Gregory S. Brown
Arden Hills City Engineer**Date:** October 7, 2004**Subject:** County Road E Trail Improvements

Background

The City of Arden Hills developed a Parks and Trails Master Plan, which outlines the improvements for parks and trails throughout the City. The Plan was adopted in 2002 after a resident survey was conducted and indicated that expanding the trail network was a high priority. The Plan aims to connect the Arden Hills' community through an efficient and safe trail system that will provide residents an opportunity for healthy exercise and inter-community connectedness. Currently there are very narrow walkways on both sides of the bridge. These inadequate walkways along the County Road E bridge over TH51 are the only crossing between Lydia Avenue in Roseville and I-694. This area is considered a weak link in the trail system and a "choke point" for pedestrian traffic. For these reasons, the Council directed staff to look into improving the pedestrian crossing and sidewalk options. The proposed plan would extend the trail system across County Road E bridge to Lindey's Park. Future trail plans include a trail that will connect Lake Johanna to Lindey's Park and another trail that will traverse north and south from Lindey's Park along Snelling Avenue and Old Highway 10.



Existing Conditions on County Road E Bridge

Public Process

In an attempt to solicit public opinion and communicate the project to the residents, a neighborhood meeting was held on Thursday, April 1, 2004. As a result of comments and questions raised at that meeting, a second neighborhood meeting was held on Thursday, May 6, 2004. Meeting notices were sent to 257 residents living on Arden Oaks Court, Arden Oaks Drive, Arden Place, County Road E (from the bridge to Old Snelling), Forest Lane, Glen Arden Court, Glen Arden Road, Hamline Avenue, Lake Johanna Boulevard, Oak Avenue, Pascal Avenue N, Ridgewood Court, Ridgewood Road, Siems Court, Skiles Lane and Snelling Avenue inviting them to both meetings. Approximately 17 residents attended the first meeting and nine residents attended the second meeting. The response was generally very positive with the exception of a few residents living along County Road E who are directly impacted by the potential sidewalk. The project and feasibility study were presented to the Council on March 8, 2004.

On January 26, 2004, the City Council authorized the preparation of a feasibility study for pedestrian improvements along the south side of County Road E between the TH 51 bridge and Old Snelling Avenue. At the February 17, 2004 Council Work Session, the City Council was presented with three different bridge options. The Council reached a consensus to proceed with Option B. At the May 17, 2004 Work Session, the Council was presented with a recap of the two neighborhood meetings. The Council reached a general consensus to move forward with the improvements, however staff was asked to come back with options with regards to the layout of the sidewalk, such as sidewalk next to street with and without a boulevard. At the August 23, 2004 Council Work Session, the Council indicated to staff that they would like to proceed with the Option C and to seek funding from the State of Minnesota. If the City does not receive funding from the State of Minnesota, the Council would like to proceed with Option B. In addition, the Council agreed to have this project placed on a future City Council Meeting. The following options will be given to the residents affected by this project: 1) 6-foot sidewalk with 2-foot concrete maintenance strip (i.e. Highway 96 median) and 2) 8-foot sidewalk.

As a result of feedback from public meetings, staff evaluated an alternative route for a trail. This included a trail that would connect Lindey's Park to Freeway Park via Arden Place. This route would be favorable to those traveling from the south, but would be less attractive for pedestrians from the west or north. For those coming from the west or north, it would provide them a sidewalk, but would be "out of the way" and would still result in pedestrian traffic along County Road E. The steep slopes at Freeway Park would not meet ADA requirements and, due to the additional length of sidewalk, would result in a project cost approximately \$120,000 greater than a sidewalk along County Road E. A trail constructed just through the Freeway Park area ending at Arden Place would cost approximately \$60,000

We have had communication with Ramsey County staff regarding the project. Dan Soler,

Ramsey County Traffic Engineer, and Undersheriff George Altendorfer concur that the proposed improvement to the County Road E bridge would allow for safer movement of pedestrians and bicyclists, regardless of plans for a sidewalk. Mr. Altendorfer indicated that the County is concerned over the safe passage for pedestrians based on the number of Mounds View High School and Bethel University students who walk across the bridge.

The City has received requests to provide safe facilities for pedestrians and cyclists along Lake Johanna Boulevard and Old Highway 10. Both of these roadways are also owned by Ramsey County. Sidewalk or trail improvements along Lake Johanna Boulevard are constrained by limited right-of-way and the lack of curb and gutter along the roadway to provide a safe separation for pedestrians and vehicles. Old Highway 10 includes several areas of steep slopes and also lacks curb and gutter to provide a safe separation for pedestrians and vehicles. In addition, the existing CP Rail bridge provides a significant obstacle to a separate trail or sidewalk along Old Highway 10. Staff has investigated the feasibility of improvements to the CP Rail bridge and has determined that the bridge condition is too poor to make modifications necessary for a sidewalk improvement. The City has relayed this concern to CP Rail and Ramsey County officials. City staff is aware of the concerns for safer walking facilities in both of these areas and will pursue potential improvement opportunities as they arise.

Feasibility Study

On January 26, 2004, the Arden Hills City Council authorized the preparation of a feasibility study for pedestrian improvements along County Road E, between the TH 51 bridge and Old Highway 10. The feasibility report was presented to the Council on March 8, 2004. The report outlined three options for providing additional bridge width. Option A proposed to reconfigure the lane width and spacing of the roadway to create a 6.5-foot wide sidewalk along one side of the bridge without expanding the width of the existing bridge. The estimated cost of Option A was \$60,000. Option B proposed extending the deck support along the southern side of the bridge as well as narrowing the lane widths to facilitate the construction of a 7.5-foot wide sidewalk along one side of the bridge. The estimated cost of Option B was \$80,000. Option C proposed a 10-foot wide sidewalk that would require the construction of a parallel beam across TH 51 to widen the bridge deck. In this option, the roadway would remain the same, only one side of the bridge extended for sidewalk construction. Option C would allow for the construction of an interior rail/buffer between the sidewalk and the traffic lanes for additional level of safety. The estimated cost of Option C was \$200,000. Several options were also presented to Council concerning additional bridge enhancement options, such as ornamental railing, decorative surface treatments and lighting.



Painted Concrete and Ornamental Railing

The existing roadway, west of the freeway ramp intersection, includes a 6-foot shoulder delineated by a solid white stripe. The shoulder is frequently used by pedestrians and cyclists. It is unlawful for vehicles to enter the shoulder except for emergency purposes, driveway access or mail delivery. It is common for vehicles to violate the law and drive into the shoulder while passing a vehicle waiting to turn left. The high volume of traffic on County Road E and potential for vehicle encroachment onto the shoulder creates a potentially dangerous situation for pedestrians.

The feasibility study also included proposed sidewalk options along County Road E connecting Snelling Avenue and the bridge. Widths of 6' and 8' were considered and surfacing of concrete and bituminous were considered as options for a sidewalk. The south side of County Road E is recommended as the most practical option due to its relative flat grade and the fact that it is free of conflicting private utilities. The estimated project cost for a 6-foot wide concrete sidewalk along the south boulevard was \$78,700. A 2-foot wide edge strip (colored, stamped or exposed aggregate concrete) between the concrete sidewalk and back of curb would add \$36,000 to the sidewalk costs.



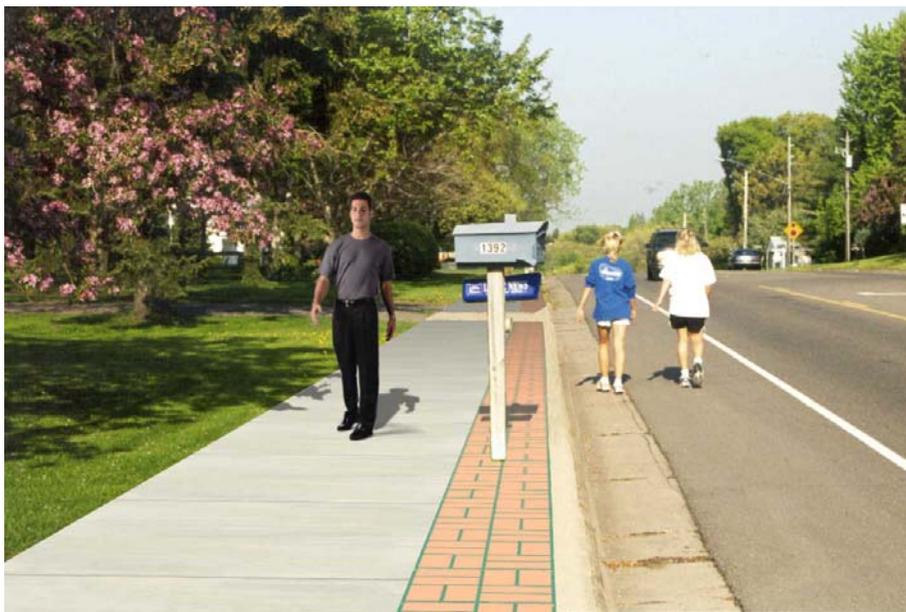
Northern boulevard of County Road E

A sidewalk along the north side of the County Road E was considered as it would eliminate pedestrian crossing at the two freeway ramps although crossings of North Hamline, Arden Oaks Drive and Pascal would be required. The north side would require utility relocation, culvert construction and retaining walls due to the steep boulevard grades. These factors would result in impacts to 11 residential properties (more significant than the south side) and would cost approximately \$130,000 more than the sidewalk along the south side of County Road E.

The bridge is not currently scheduled for rehabilitation or reconstruction by either Ramsey County or MnDOT in the next 5 years and 10 years respectively. At the point where the bridge does get reconstructed by MnDOT or Ramsey County the improvements constructed by the City would be replaced in kind. Current bridge design practice would include pedestrian improvements on both sides of the bridge regardless of whether a sidewalk connects to them. Future bridge reconstruction would be funded by Ramsey County and MnDOT with no expectation of funding participation from the City.

Funding Opportunity

During project development, the City Engineer looked into the potential for soliciting MnDOT Cooperative Agreement Funding for the project. The Cooperative Agreement could fund as much as 100% of the project construction cost plus approximately 30% of the engineering cost and the initial response from MnDOT has been positive and encouraging. In order to be considered for MnDOT funding, it is imperative that the Council confirms the scope of the project and passes a resolution on October 12. The deadline for project proposals to be submitted for the July 2005 funding cycle is October 15, 2004.



6' Concrete sidewalk 2' edge strip along south side of County Road E

Scope Outline

Based on discussions at the August 23 work session, the following is staff's understanding of the Council's remaining decisions regarding project scope. The intent of the proposed resolution is to confirm the scope and to proceed with our funding request from MnDOT:

Bridge Option 1:

• Option B Bridge Improvements	\$ 90,000
• Ornamental Railing	\$ 30,000
• Concrete Pilasters	\$ 6,000
• Surface Treatment	\$ 10,000
• 6' Concrete Walk (between ramps)	<u>\$ 24,000</u>
Total Estimated Project Cost	\$160,000

OR

Bridge Option 2:

• Option C Bridge Improvements	\$224,000
• Ornamental Railing	\$ 30,000
• Concrete Pilasters	\$ 6,000
• Surface Treatment	\$ 10,000
• 8' Concrete Walk (between ramps)	<u>\$ 30,000</u>
Total Estimated Project Cost	\$300,000

Bridge Option Notes:

1. Approximately \$120,000 of Bridge Option 1 and approximately \$225,000 of Bridge

Option 2 project costs are eligible for cooperative agreement funding.

2. Some of the estimated costs of the bridge options above are higher than those listed in the feasibility report in order to account for recent significant increases in the cost of steel.
3. Option C estimate includes interior safety rail between sidewalk and roadway (not in original feasibility estimate).
4. An eight-foot wide walk is included in Bridge Option 2 vs. six-foot walk in Bridge Option 1 for comparison.

Sidewalk Option 1:

• 6 Foot Concrete Sidewalk	\$ 54,700
• 2 Foot Edge Strip	<u>\$ 25,000</u>
Total Project Cost	\$ 79,700

OR

Sidewalk Option 2:

• 6 Foot Concrete Sidewalk	<u>\$ 54,700</u>
Total Project Cost	\$ 54,700

Sidewalk Option Note:

1. Preliminary discussion with MnDOT indicate that the sidewalk portion of the project would not score high for cooperative agreement funding however, state aid funds could be used for these improvements.

Recommend Council Action

Staff requests that Council provide direction on project scope and take appropriate action on the attached Resolution 04-56.

In terms of the bridge, staff believes that this is a significant safety concern and major “choke point” for the City. The bridge improvement is recommended.

Staff supports the concept of the sidewalk as a connection to an overall City trail system as outlined in the Parks and Trails Master Plan. However, recognizing the intrusiveness into existing residential yards, staff would recommend the least intrusive, yet viable option available. Most likely this would be the option with a 2-foot set-back (colored pavement or brick) with a 6-foot sidewalk. Trail linkages and pedestrian safety are the primary reasons for supporting the sidewalk concept.



Request for Proposals: Bethel Trail Project

The City of Arden Hills is seeking proposals for engineering services to construct a trail from the main entrance to Bethel University on Snelling Avenue to the Canadian Pacific rail underpass along Snelling Avenue and continuing south along Snelling Avenue to County Road E and then running on the south side of County Road E east to connect to the existing trail at Freeway Park. Previous studies have identified the west side of Snelling and the south side of County Road E as the preferred alignments. Previous studies are attached

This RFP is divided into the following separate Schedules for professional services:

- I. Schedule 1 – Preliminary Design
- II. Schedule 2 – Final Design
- III. Schedule 3 – Construction Services

The City will consider awarding the described work in Schedules 1, 2 and 3 separately, to the consultant who provides the City the best combination of value and expertise.

GENERAL PROJECT SCOPE

The Arden Hills City Council has committed to providing a trail connection between the two Bethel University Campuses by the end of 2018. Some segments have been recently added with other construction projects and the final link remaining is from the Main Bethel University entrance on Snelling Avenue to the CP Rail underpass on Snelling Avenue and continuing south to County Road E and east on County Road E to Freeway Park.

REQUIRED SERVICES DESCRIPTION

I. Schedule 1 – Preliminary Design:

- 1. COORDINATION W/ RAMSEY COUNTY
All of this work is within Ramsey County Right of Way and as such will require approval of Ramsey County. Additionally, Ramsey County typically contributes to the construction cost of this type of trail and therefore they will have an interest in the design and construction to insure it meets with their criteria. Preliminary scoping work that has been previously done on this trail segment suggested a boardwalk section along the pond south of the CP rail underpass. It appears there may be some unused shoulder area in the roadway that could be used to narrow up the road / trail section in this environmentally sensitive area. It may be possible to construct this section of trail upland if the roadway is narrowed up to provide space for a trail. This is an area where coordination with Ramsey County will be key to the success of this project.
- 2. UTILITY LOCATION
Call Gopher State one call to assemble utility information which shall be incorporated on the base mapping. All utilities are to be field marked and located by means of survey quality equipment. The selected consultant shall also incorporate City utility as-built drawings into the base mapping. As-built drawings will be provided to the consultant.

3. **CROSS-SECTION DATA**
Provide cross-section point data at 50 foot intervals, all driveway locations and where the topography changes between 50 foot stations. At a minimum the cross section data should extend 10 feet beyond the right-of-way. As necessary due to the topography changes beyond the right of way, additional shots may be necessary. At driveway locations the cross sectional data should extend a minimum of 25 feet back. Included in the cross sectional data should be existing street centerline, roadway edges (top and bottom curb shots), top and bottom of retaining walls and every change in grade of the cross section. Enough shots must be taken to provide an accurate and complete TIN.
4. **TOPOGRAPHIC FEATURES**
Provide shot data for all topographic features including but not limited to trees (within 25 feet of the edge of the roadway), treeline, mailboxes, driveway edges, landscape edges, private and public utility locations, house corners adjacent to street reconstruction, roadway edges, street signs, property corners, light poles, flag poles, bridges, water surfaces, and retaining walls. Locate and provide shot data for all property corners adjacent to the street construction. Utilizing CAD software that is compatible with the latest version of AutoCAD, create the base map for the project. The base map should be created to show all topographic features from the field data. Create a TIN model for the project area and create an AutoCAD layer for contours. The consultant may use their standard linetypes and symbols. Upon completion of the project, electronic files shall be provided to the City, along with plot files or other supporting data.
5. **PRELIMINARY LAYOUT**
Utilizing CAD software that is compatible with the latest version of AutoCAD, create the proposed project layout. The trail is expected to be a minimum of 8 feet wide with a bituminous surface. The trail design should meet state aid design standards as well as MnDNR design standards. Along with the preliminary layout an estimate of construction costs will be provided to city staff. Additionally, an opinion on potential phasing of the project and if there are any options to accelerate the construction schedule to allow for all or a portion of the trail to be constructed in 2017 should be provided
6. **WETLAND DELINEATION / WETLAND PERMITTING**
Wetlands exist along the proposed route. The construction may impact some wetlands and therefore a complete delineation along the route needs to be prepared. Additionally, any wetland impacts as a result of the preliminary design needs to be permitted through the Wetland Conservation Act (WCA) and possibly by the Army Corps of Engineers. A complete permit application for any permits needs must be prepared and processed as part of this item.
7. **FLOODPLAIN / FLOOD FRINGE DETERMINATION**
There are potentially Floodplain / Flood Fringe issues related to this trail as well. These impacts need to be quantified and permitted if applicable.
8. **PROJECT MEETINGS / CITY COUNCIL MEETINGS**
The project will require a number of meetings to engage the public in the design, coordinate with various agencies, coordinate with city staff, and obtain approval from the City Council. The engineer is expected to conduct and participate in all necessary meetings to see the project thru to a successful completion.

9. AT GRADE STREET CROSSINGS

Snelling Avenue and County Road E are both busy County Roads, adding pedestrian traffic to the corridor may present safety problems where pedestrians and traffic cross. The preliminary design should look at traffic volumes, project future pedestrian volumes and incorporate any needed safety measures where pedestrians cross traffic on this route.

II. Schedule 2 – Final Design:

1. FINAL DETAIL DESIGN

Complete final bid documents in accordance with State Aid Standards, MN DNR trail design standards, wetland permitting requirements and Ramsey County requirements. It is expected that the project will be partially funded through municipal state aid and therefore plans must be approved by MnDOT's state aid office. It is not anticipated that any federal funding will be obtained and therefore the project will not need to meet guidelines required on federal projects.

2. PROJECT MEETINGS / CITY COUNCIL MEETINGS

Again during final design, the project will require the engineer to, coordinate with various agencies, coordinate with city staff, and obtain approval from the City Council. The engineer is expected to conduct and participate in all necessary meetings to see the project thru to a successful completion.

III. Schedule 3 – Construction Services:

1. CONSTRUCTION ADMINISTRATION

Construction administration will include overseeing the construction contract from beginning to end. The work in this section begins at advertising the project for bid. Also included is opening bids, review of bids and bidders and recommendations on award. Throughout construction the engineer will manage the project, prepare pay estimates, approve shop drawing and submittals and ensure the construction is in accordance with all contract documents. At completion the engineer will provide the City with an as built drawing of the project.

2. CONSTRUCTION INSPECTION

The engineer will provide inspection of the contractors work to insure construction is in conformance with all contract documents. The inspector will verify that all material testing is occurring as construction progresses. Material testing will be contracted for separately and is not included in construction services.

3. CONSTRUCTION STAKING

Provide all construction staking as needed by the contractor to construct the project. Once staking has been completed it is the contractor's responsibility to protect stakes provided.

Project Schedule

The following is the proposed schedule for the project.

RFQ submittals due:	August 22, 2016 (2:00 PM)
City Council to award contract to consultant:	August 29, 2016
Kick-off meeting with City Staff:	Week of September 5 th , 2016
Completion of Schedule 1	February 1, 2017
Completion of Schedule 2	November 1, 2017
Completion of Schedule 3	June 30, 2018

PROPOSAL CONTENTS

The proposals should include a project scope, project understanding, schedule, a cost breakdown including hours budgeted to each task and hourly rates.

The City may consider awarding the described work in Schedule 1 ,2 and 3 separately, to the most qualified consultant or consultants.

Please provide your proposal by 2:00 PM, Monday, August 22, 2016. Proposals may be submitted via e-mail. If a paper copy is submitted, please make double-sided copies, do not bind the proposal, and be concise with your response. Address submittals to:

John Anderson, PE
Acting Public Works Director
City of Arden Hills
1245 West Highway 96
Arden Hills, MN 55112

janderson@cityofardenhills.org

The City of Arden Hills reserves the right to reject any or all proposals at the full discretion of the City Council.



DATE: August 8, 2016

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

FROM: Matthew Bachler, Senior Planner

SUBJECT: Planning Case #16-020
Applicant: City of Arden Hills
Subject: Zoning Code Amendment – Temporary Family Health Care Accessory Dwellings

Requested Action

- 1) Motion to approve Ordinance Number 2016-007 in Planning Case 16-020 to opt-out of the requirements of Minnesota Statutes, Section 462.3593 regarding temporary family health care accessory dwellings, as presented in the August 8, 2016, Report to the City Council.
- 2) Motion to approve publishing a Summary of Ordinance Number 2016-007 (4/5 vote required).

Background

The State legislature passed a bill this session establishing a new permitting process for temporary family health care accessory dwellings. The law applies to dwellings used for short-term care purposes for family members in need of assistance. Under the new regulations, these dwellings would require permitting from the City, but would be exempt from certain provisions within the City’s land use and building regulations. A provision in the law allows cities to opt-out of the law if an ordinance is approved before it goes into effect on September 1, 2016.

Staff presented the following areas of concern regarding the new law at the City Council Work Session on July 18, 2016:

- The City currently prohibits the use of temporary accessory structures as dwellings, except a special permit may be granted by the City Council for the use of a temporary structure as a dwelling for no more than 90 days in emergency situations. The law would require the City to allow temporary family health care accessory dwellings to be in place for six months. The permit may also be renewed once for an additional six month period.
- The law would supersede existing land use regulations in the City Code related to accessory structures. Though the statute would require that the accessory dwelling units comply with the City's setback requirements that apply to the principal structure on the property, it does not address lot coverage, drainage, and shoreland requirements.
- The law requires applicants to provide proof of adequate septic service management. City staff has concerns about the feasibility of providing safe, temporary septic services to these types of structure and what the process would be for enforcement and mitigation if there were a failure in these services.
- The law stipulates that applications must include proof of the provider network providing the primary care for the resident in the dwelling unit, and written certification of the need for assistance from a medical professional. This requirement places a burden on City staff to review and properly manage this type of private medical documentation.

After discussion, the City Council directed staff and the City Attorney to draft an opt-out Ordinance. Ordinance Number 2016-007 and the Summary for publication have been included in Attachments B and C. The Ordinance would amend Section 1325.01 (Accessory Structures) of the Zoning Code to add Subdivision 8, which would specifically exempt the City from following the provisions in Minnesota Statutes, Section 462.3593 regarding temporary family health care accessory dwellings.

Findings of Fact

The Planning Commission reviewed Planning Case 16-020 at their regular meeting on August 3, 2016. The Planning Commission offers the following findings of fact for consideration:

1. The Minnesota State legislature passed a bill in the 2016 session establishing a new permitting process for temporary family health care accessory dwellings, codified at Minnesota Statutes, Section 462.3593.
2. The law allows cities to opt-out of the law if an Ordinance is approved before it goes into effect on September 1, 2016.
3. The City has elected to opt-out of the law due to concerns regarding the impact of the law on public health and safety and its desire to maintain its existing land use controls.
4. The proposed Ordinance is consistent with the City's Comprehensive Plan.

Recommendation

The Planning Commission unanimously recommends approval (5-0) of Ordinance Number 2016-07 in Planning Case 16-020 to opt-out of the requirements of Minnesota Statutes, Section 462.3593 regarding temporary family health care accessory dwellings, as presented in the August 8, 2016, Report to the City Council.

Notice

Notice on this planning case was published in the *Arden Hills/Shoreview Bulletin* on July 20, 2016.

Public Comments

The City has not received any public comments regarding this planning case.

Attachments

- A. Proposed Amendment to Section 1325.01 – Black-lined Version
- B. Ordinance Number 2016-007
- C. Publication Summary of Ordinance Number 2016-007
- D. 2016 Minnesota Session Laws – Chapter 111 – Temporary Family Health Care Dwellings
- E. Planning Commission Report, August 3, 2016
- F. Draft Planning Commission Meeting Minutes, August 3, 2016

Chapter 13 – Zoning Code

Section 1325 - General Regulations

1325.01 Accessory Structures. (revised 1/31/11)

Subd. 1 Time of Construction. No accessory structure shall be constructed on any lot prior to the time of construction of the principal structure to which it is accessory.

Subd. 2 Height.

A. R-1, R-2, and R-3 Districts. Accessory structures in the R-1, R-2, and R-3 Districts shall not exceed fifteen feet in height or the height of the principal structure to which it is accessory, whichever is lower.

B. All Other Districts. Accessory structures in all other Zoning Districts shall not exceed the height of the principal structure to which it is accessory.

Subd. 3 Location. (revised 7/7/11)

A. Accessory structures in the R-1, R-2, or R-3 Districts shall not be located nearer the front lot line than the front yard setback line for the principal structure to which it is accessory. Accessory structures as permitted and regulated in this Code may be located within the rear yard of the principal structure in the R-1 and R-2 Districts.

B. Detached accessory garages may be located in the front yard (between dwelling and street) of a lakeshore property provided all of the following are met:

- 1. Detached garages shall not be located within the minimum front yard setback.
- 2. Color and roof material of detached garages shall match or complement the existing primary residential structure, and shall conform to all other requirements for the zoning district.

Subd. 4 Size. (revised 2/9/11)

A. R-1, R-2, and R-3 Districts.

- 1. Accessory structures associated with residential uses shall not exceed seven hundred and twenty-eight (728) square feet in floor area. Accessory structures associated with non-residential uses shall not exceed two thousand one hundred eighty-four (2,184) square feet in floor area; and,

City of Arden Hills Chapter 13 Zoning Code

2. The total floor area of accessory structures located in the rear of a principal structure, the total floor area of all such accessory structures shall not exceed twenty-five (25) percent of the minimum required rear yard area for the principal structure; and,

3. No more than two (2) accessory structures shall be permitted on a lot primarily used for residential uses.

B. All Districts. Accessory structures in all zoning districts shall not cause the property to exceed any of the regulations of the underlying Zoning District in Section 1320.

Subd. 5 Permanent Accessory Structures.

A. Site Plan Review. Permanent accessory structures in any district, except residential uses in the R-1, R-2, and R-3 Zoning Districts, and on through lots in the R-1, R-2, and R-3 Zoning District, shall be subject to Site Plan Review and Council approval.

B. Exterior Finish. The exterior finish of accessory structures shall be compatible in appearance and material used with the principal structure served by the accessory structure except as provided for in Chapter 1325.01 Subd 5.C of this code.

C. Membrane Structures. Membrane Structures (as that term is defined in the International Building Code) may be permitted in the B-1, B-2, B-3, B-4, N-B, I-1, I-2, and I-Flex Districts subject to Site Plan Review and City Council approval.

Subd. 6 Temporary Accessory Structures. A temporary accessory structure, including membrane structures (as that term is defined in the International Building Code), may be permitted subject to the following provisions:

A. Temporary accessory structures may be in place for up to six (6) months in the B-1, B-2, B-3, B-4, NB, GB, CC, I-1, I-2, and I-Flex Districts with an approved permit from the Building Official. The Building Official may deny a permit for a temporary accessory structure or limit the size, time, place, or other feature(s) of the accessory structure if the Building Official finds that the accessory structure would create a negative impact on the property on which it is placed or other properties in the City.

B. Temporary accessory structures are allowed for up to two (2) days in a given thirty (30) day period without a permit in the R-1, R-2, R-3, R-4, B-1, B-2, B-3, B-4, NB, GB, CC, I-1, I-2, and I-Flex Districts subject to all of the following provisions:

1. The temporary structures shall not be permanently attached to the ground;

City of Arden Hills Chapter 13 Zoning Code

2. The temporary structure shall not be attached to other permanent structures.
3. The temporary structure shall only be used for non-commercial purposes.

Subd. 7 Accessory Structures in Exceptional and Unusual Circumstances in all Zoning Districts (*revised 2/9/11*). Deviations from these requirements may be permitted after Planning Commission review and City Council approval of a site plan in accordance with Section 1355.04 Subd 5 and with documentation showing the unusual circumstances justifying the proposed deviation and plans for the proposed accessory structure. Under no circumstances shall the total floor area of an accessory structure associated with a residential use in the R-1, R-2, and R-3 districts exceed one thousand four hundred and fifty-eight (1,458) square feet without an approved variance that meets the requirements of Section 1355.04 Subd 4. Under no circumstances shall the total floor area of an accessory structure associated with a non-residential use in the R-1, R-2, and R-3 districts exceed two thousand one hundred eighty-four (2,184) square feet without an approved variance that meets the requirements of Section 1355.04 Subd. 4.

Subd. 8. Temporary Family Health Care Dwellings. Pursuant to authority granted by Minnesota Statutes, Section 462.3593, subdivision 9, the City opts-out of the requirements of Minn. Stat. §462.3593, which defines and regulates Temporary Family Health Care Dwellings.

ORDINANCE NO. 2016-007

CITY OF ARDEN HILLS
RAMSEY COUNTY, MINNESOTA

AN ORDINANCE AMENDING CHAPTER 13,
SECTION 1325.01, OF THE ARDEN HILLS CITY CODE OPTING OUT OF STATE
LAW REGARDING TEMPORARY FAMILY HEALTH CARE DWELLINGS

THE CITY COUNCIL OF THE CITY OF ARDEN HILLS, MINNESOTA, ORDAINS:

SECTION 1. Chapter 13, Zoning Code, Section 1325.01 – Accessory Structures, shall be amended by adding a new Subdivision 8 regarding Temporary Family Health Care Dwellings under Minnesota Statutes § 463.3593, to read as follows:

Subd. 8. Temporary Family Health Care Dwellings. Pursuant to authority granted by Minnesota Statutes, Section 462.3593, subdivision 9, the City opts-out of the requirements of Minn. Stat. §462.3593, which defines and regulates Temporary Family Health Care Dwellings.

SECTION 2. This Ordinance shall become effective immediately upon its passage and publication according to law.

PASSED and ADOPTED this ____ day of _____, 2016, by the City Council of the City of Arden Hills, Minnesota.

CITY OF ARDEN HILLS

By _____
David Grant, Mayor

ATTEST:

Julie Hanson, City Clerk

Published in the _____ on _____, 2016.

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

SUMMARY ORDINANCE NO. 2016-007

**ORDINANCE AMENDING CHAPTER 13,
SECTION 1325.01, OF THE ARDEN HILLS CITY CODE**

NOTICE IS HEREBY GIVEN that, on August 8, 2016, Ordinance No. 2016-007 was adopted by the City Council of the City of Arden Hills, Minnesota.

NOTICE IS FURTHER GIVEN that, because of the lengthy nature of Ordinance No. 2016-007, the following summary of the ordinance has been prepared for publication:

Ordinance No. 2016-007 amends the Zoning Code, Section 1325.01 – Accessory Structure, to opt-out of State law regarding temporary family health care dwellings under Minnesota Statutes § 463.3593.

A printed copy of the whole ordinance is available for inspection by any person during the City’s regular office hours or on the City’s website.

APPROVED for publication by the City Council of the City of Arden Hills, Minnesota, this 8th day of August, 2016.

CITY OF ARDEN HILLS

By _____
David Grant, Mayor

ATTEST:

Julie Hanson, City Clerk

2016 Minnesota Session Laws

Key: (1) ~~language to be deleted~~ (2) new language

CHAPTER 111--S.F.No. 2555

An act relating to local government; regulating zoning of temporary family health care dwellings; establishing temporary dwelling permits; amending Minnesota Statutes 2014, section 144D.01, subdivision 4; proposing coding for new law in Minnesota Statutes, chapters 394; 462.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 2014, section 144D.01, subdivision 4, is amended to read:

Subd. 4. Housing with services establishment or establishment. (a) "Housing with services establishment" or "establishment" means:

(1) an establishment providing sleeping accommodations to one or more adult residents, at least 80 percent of which are 55 years of age or older, and offering or providing, for a fee, one or more regularly scheduled health-related services or two or more regularly scheduled supportive services, whether offered or provided directly by the establishment or by another entity arranged for by the establishment; or

(2) an establishment that registers under section [144D.025](#).

(b) Housing with services establishment does not include:

(1) a nursing home licensed under chapter 144A;

(2) a hospital, certified boarding care home, or supervised living facility licensed under sections [144.50](#) to [144.56](#);

(3) a board and lodging establishment licensed under chapter 157 and Minnesota Rules, parts [9520.0500](#) to [9520.0670](#), [9525.0215](#) to [9525.0355](#), [9525.0500](#) to [9525.0660](#), or [9530.4100](#) to [9530.4450](#), or under chapter 245D;

(4) a board and lodging establishment which serves as a shelter for battered women or other similar purpose;

(5) a family adult foster care home licensed by the Department of Human Services;

(6) private homes in which the residents are related by kinship, law, or affinity with the providers of services;

(7) residential settings for persons with developmental disabilities in which the services are licensed under Minnesota Rules, parts [9525.2100](#) to [9525.2140](#), or applicable successor rules or laws;

(8) a home-sharing arrangement such as when an elderly or disabled person or single-parent family makes lodging in a private residence available to another person in exchange for services or rent, or both;

(9) a duly organized condominium, cooperative, common interest community, or owners' association of the foregoing where at least 80 percent of the units that comprise the condominium, cooperative, or common interest community are occupied by individuals who are the owners, members, or shareholders of the units; ~~or~~

(10) services for persons with developmental disabilities that are provided under a license according to Minnesota Rules, parts [9525.2000](#) to [9525.2140](#) in effect until January 1, 1998, or under chapter 245D; or

(11) a temporary family health care dwelling as defined in sections [394.307](#) and [462.3593](#).

Sec. 2. **[394.307] TEMPORARY FAMILY HEALTH CARE DWELLINGS.**

Subdivision 1. Definitions. (a) For purposes of this section, the following terms have the meanings given.

(b) "Caregiver" means an individual 18 years of age or older who:

(1) provides care for a mentally or physically impaired person; and

(2) is a relative, legal guardian, or health care agent of the mentally or physically impaired person for whom the individual is caring.

(c) "Instrumental activities of daily living" has the meaning given in section [256B.0659](#), subdivision 1, paragraph (i).

(d) "Mentally or physically impaired person" means a person who is a resident of this state and who requires assistance with two or more instrumental activities of daily living as certified in writing by a physician, a physician assistant, or an advanced practice registered nurse licensed to practice in this state.

(e) "Relative" means a spouse, parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew, or niece of the mentally or physically impaired person. Relative includes half, step, and in-law relationships.

(f) "Temporary family health care dwelling" means a mobile residential dwelling providing an environment facilitating a caregiver's provision of care for a mentally or physically impaired person that meets the requirements of subdivision 2.

Subd. 2. Temporary family health care dwelling. A temporary family health care dwelling must:

(1) be primarily assembled at a location other than its site of installation;

(2) be no more than 300 gross square feet;

(3) not be attached to a permanent foundation;

(4) be universally designed and meet state-recognized accessibility standards;

(5) provide access to water and electric utilities either by connecting to the utilities that are serving the principal dwelling on the lot or by other comparable means;

(6) have exterior materials that are compatible in composition, appearance, and durability to the exterior materials used in standard residential construction;

(7) have a minimum insulation rating of R-15;

(8) be able to be installed, removed, and transported by a one-ton pickup truck as defined in section [168.002](#), subdivision 21b, a truck as defined in section [168.002](#), subdivision 37, or a truck tractor as defined in section [168.002](#), subdivision 38;

(9) be built to either Minnesota Rules, chapter [1360](#) or [1361](#), and contain an Industrialized Buildings Commission seal and data plate or to American National Standards Institute Code [119.2](#); and

(10) be equipped with a backflow check valve.

Subd. 3. Temporary dwelling permit; application. (a) Unless the county has

designated temporary family health care dwellings as permitted uses, a temporary family health care dwelling is subject to the provisions in this section. A temporary family health care dwelling that meets the requirements of this section cannot be prohibited by a local ordinance that regulates accessory uses or recreational vehicle parking or storage.

(b) The caregiver or relative must apply for a temporary dwelling permit from the county. The permit application must be signed by the primary caregiver, the owner of the property on which the temporary family health care dwelling will be located, and the resident of the property if the property owner does not reside on the property, and include:

(1) the name, address, and telephone number of the property owner, the resident of the property if different from the owner, and the primary caregiver responsible for the care of the mentally or physically impaired person; and the name of the mentally or physically impaired person who will live in the temporary family health care dwelling;

(2) proof of the provider network from which the mentally or physically impaired person may receive respite care, primary care, or remote patient monitoring services;

(3) a written certification that the mentally or physically impaired person requires assistance with two or more instrumental activities of daily living signed by a physician, a physician assistant, or an advanced practice registered nurse licensed to practice in this state;

(4) an executed contract for septic service management or other proof of adequate septic service management;

(5) an affidavit that the applicant has provided notice to adjacent property owners and residents of the application for the temporary dwelling permit; and

(6) a general site map to show the location of the temporary family health care dwelling and other structures on the lot.

(c) The temporary family health care dwelling must be located on property where the caregiver or relative resides. A temporary family health care dwelling must comply with all setback requirements that apply to the primary structure and with any maximum floor area ratio limitations that may apply to the primary structure. The temporary family health care dwelling must be located on the lot so that septic services and emergency vehicles can gain access to the temporary family health care dwelling in a safe and timely manner.

(d) A temporary family health care dwelling is limited to one occupant who is a mentally or physically impaired person. The person must be identified in the application. Only one temporary family health care dwelling is allowed on a lot.

(e) Unless otherwise provided, a temporary family health care dwelling installed under this section must comply with all applicable state law and local ordinances.

Subd. 4. **Initial permit term; renewal.** The initial temporary dwelling permit is valid for six months. The applicant may renew the permit once for an additional six months.

Subd. 5. **Inspection.** The county may require that the permit holder provide evidence of compliance with this section as long as the temporary family health care dwelling remains on the property. The county may inspect the temporary family health care dwelling at reasonable times convenient to the caregiver to determine if the temporary family health care dwelling is occupied and meets the requirements of this section.

Subd. 6. **Revocation of permit.** The county may revoke the temporary dwelling permit if the permit holder violates any requirement of this section. If the county revokes a

permit, the permit holder has 60 days from the date of revocation to remove the temporary family health care dwelling.

Subd. 7. **Fee.** Unless otherwise specified by an action of the county board, the county may charge a fee of up to \$100 for the initial permit and up to \$50 for a renewal of the permit.

Subd. 8. **No public hearing required; application of section 15.99.** (a) Due to the time-sensitive nature of issuing a temporary dwelling permit for a temporary family health care dwelling, the county does not have to hold a public hearing on the application.

(b) The procedures governing the time limit for deciding an application for the temporary dwelling permit under this section are governed by section 15.99, except as provided in this section. The county has 15 days to issue a permit requested under this section or to deny it, except that if the county board holds regular meetings only once per calendar month the county has 30 days to issue a permit requested under this section or to deny it. If the county receives a written request that does not contain all required information, the applicable 15-day or 30-day limit starts over only if the county sends written notice within five business days of receipt of the request telling the requester what information is missing. The county cannot extend the period of time to decide.

Subd. 9. **Opt-out.** A county may by resolution opt-out of the requirements of this section.

Sec. 3. **[462.3593] TEMPORARY FAMILY HEALTH CARE DWELLINGS.**

Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have the meanings given.

(b) "Caregiver" means an individual 18 years of age or older who:

(1) provides care for a mentally or physically impaired person; and

(2) is a relative, legal guardian, or health care agent of the mentally or physically impaired person for whom the individual is caring.

(c) "Instrumental activities of daily living" has the meaning given in section 256B.0659, subdivision 1, paragraph (i).

(d) "Mentally or physically impaired person" means a person who is a resident of this state and who requires assistance with two or more instrumental activities of daily living as certified in writing by a physician, a physician assistant, or an advanced practice registered nurse licensed to practice in this state.

(e) "Relative" means a spouse, parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew, or niece of the mentally or physically impaired person. Relative includes half, step, and in-law relationships.

(f) "Temporary family health care dwelling" means a mobile residential dwelling providing an environment facilitating a caregiver's provision of care for a mentally or physically impaired person that meets the requirements of subdivision 2.

Subd. 2. **Temporary family health care dwelling.** A temporary family health care dwelling must:

(1) be primarily assembled at a location other than its site of installation;

(2) be no more than 300 gross square feet;

(3) not be attached to a permanent foundation;

(4) be universally designed and meet state-recognized accessibility standards;

(5) provide access to water and electric utilities either by connecting to the utilities that are serving the principal dwelling on the lot or by other comparable means;

(6) have exterior materials that are compatible in composition, appearance, and durability to the exterior materials used in standard residential construction;

(7) have a minimum insulation rating of R-15;

(8) be able to be installed, removed, and transported by a one-ton pickup truck as defined in section 168.002, subdivision 21b, a truck as defined in section 168.002, subdivision 37, or a truck tractor as defined in section 168.002, subdivision 38;

(9) be built to either Minnesota Rules, chapter 1360 or 1361, and contain an Industrialized Buildings Commission seal and data plate or to American National Standards Institute Code 119.2; and

(10) be equipped with a backflow check valve.

Subd. 3. Temporary dwelling permit; application. (a) Unless the municipality has designated temporary family health care dwellings as permitted uses, a temporary family health care dwelling is subject to the provisions in this section. A temporary family health care dwelling that meets the requirements of this section cannot be prohibited by a local ordinance that regulates accessory uses or recreational vehicle parking or storage.

(b) The caregiver or relative must apply for a temporary dwelling permit from the municipality. The permit application must be signed by the primary caregiver, the owner of the property on which the temporary family health care dwelling will be located, and the resident of the property if the property owner does not reside on the property, and include:

(1) the name, address, and telephone number of the property owner, the resident of the property if different from the owner, and the primary caregiver responsible for the care of the mentally or physically impaired person; and the name of the mentally or physically impaired person who will live in the temporary family health care dwelling;

(2) proof of the provider network from which the mentally or physically impaired person may receive respite care, primary care, or remote patient monitoring services;

(3) a written certification that the mentally or physically impaired person requires assistance with two or more instrumental activities of daily living signed by a physician, a physician assistant, or an advanced practice registered nurse licensed to practice in this state;

(4) an executed contract for septic service management or other proof of adequate septic service management;

(5) an affidavit that the applicant has provided notice to adjacent property owners and residents of the application for the temporary dwelling permit; and

(6) a general site map to show the location of the temporary family health care dwelling and other structures on the lot.

(c) The temporary family health care dwelling must be located on property where the caregiver or relative resides. A temporary family health care dwelling must comply with all setback requirements that apply to the primary structure and with any maximum floor area ratio limitations that may apply to the primary structure. The temporary family health care dwelling must be located on the lot so that septic services and emergency vehicles can gain access to the temporary family health care dwelling in a safe and timely manner.

(d) A temporary family health care dwelling is limited to one occupant who is a

mentally or physically impaired person. The person must be identified in the application. Only one temporary family health care dwelling is allowed on a lot.

(e) Unless otherwise provided, a temporary family health care dwelling installed under this section must comply with all applicable state law, local ordinances, and charter provisions.

Subd. 4. **Initial permit term; renewal.** The initial temporary dwelling permit is valid for six months. The applicant may renew the permit once for an additional six months.

Subd. 5. **Inspection.** The municipality may require that the permit holder provide evidence of compliance with this section as long as the temporary family health care dwelling remains on the property. The municipality may inspect the temporary family health care dwelling at reasonable times convenient to the caregiver to determine if the temporary family health care dwelling is occupied and meets the requirements of this section.

Subd. 6. **Revocation of permit.** The municipality may revoke the temporary dwelling permit if the permit holder violates any requirement of this section. If the municipality revokes a permit, the permit holder has 60 days from the date of revocation to remove the temporary family health care dwelling.

Subd. 7. **Fee.** Unless otherwise provided by ordinance, the municipality may charge a fee of up to \$100 for the initial permit and up to \$50 for a renewal of the permit.

Subd. 8. **No public hearing required; application of section 15.99.** (a) Due to the time-sensitive nature of issuing a temporary dwelling permit for a temporary family health care dwelling, the municipality does not have to hold a public hearing on the application.

(b) The procedures governing the time limit for deciding an application for the temporary dwelling permit under this section are governed by section 15.99, except as provided in this section. The municipality has 15 days to issue a permit requested under this section or to deny it, except that if the statutory or home rule charter city holds regular meetings only once per calendar month the statutory or home rule charter city has 30 days to issue a permit requested under this section or to deny it. If the municipality receives a written request that does not contain all required information, the applicable 15-day or 30-day limit starts over only if the municipality sends written notice within five business days of receipt of the request telling the requester what information is missing. The municipality cannot extend the period of time to decide.

Subd. 9. **Opt-out.** A municipality may by ordinance opt-out of the requirements of this section.

Sec. 4. **EFFECTIVE DATE.** This act is effective September 1, 2016, and applies to temporary dwelling permit applications made under this act on or after that date.

Presented to the governor May 12, 2016

Signed by the governor May 12, 2016, 1:27 p.m.

Copyright © 2016 by the Revisor of Statutes, State of Minnesota. All rights reserved.



DATE: August 3, 2016 PC Agenda Item **3.C**

TO: Planning Commission

FROM: Matthew Bachler, Senior Planner

SUBJECT: Planning Case #16-020 – Public Hearing Required
Applicant: City of Arden Hills
Subject: Zoning Code Amendment – Temporary Family Health Care Accessory Dwellings

Requested Action

Motion to recommend approval of Ordinance Number 2016-07 to opt-out of the requirements of Minnesota Statutes, Section 462.3593 regarding temporary family health care accessory dwellings.

Background

The State legislature passed a bill this session establishing a new permitting process for temporary family health care accessory dwellings. The law specifically applies to dwellings used for short-term care purposes for family members in need of assistance. Under the new regulations, these dwellings would require permitting from the City, but would be exempt from certain provisions within the City’s land use and building regulations. The Community Development Department provided comments on the draft legislation to the League of Minnesota Cities noting its concerns about the impacts of the law on public health and safety. Although the law was adopted, there is a provision that allows cities to opt-out of the law if an ordinance is approved before it goes into effect on September 1, 2016.

The League of Minnesota Cities has recommended that cities consider passing an opt-out ordinance if they want to maintain their existing land use controls or develop customized regulations that might allow this type of dwelling unit in some cases using a different review and approval process.

Discussion

Staff has reviewed the new law and has identified the following areas of concern:

- The City currently prohibits the use of temporary accessory structures as dwellings, except a special permit may be granted by the City Council for the use of a temporary structure as a dwelling for no more than 90 days in emergency situations. The law would require the City to allow temporary family health care accessory dwellings to be in place for six months. The permit may also be renewed once for an additional six month period.
- The law would supersede existing land use regulations in the City Code related to accessory structures. Though the statute would require that the accessory dwelling units comply with the City's setback requirements that apply to the principal structure on the property, it does not address lot coverage, drainage, and shoreland requirements.
- The law requires applicants to provide proof of adequate septic service management. City staff has concerns about the feasibility of providing safe, temporary septic services to these types of structure and what the process would be for enforcement and mitigation if there were a failure in these services.
- The law stipulates that applications must include proof of the provider network providing the primary care for the resident in the dwelling unit, and written certification of the need for assistance from a medical professional. This requirement places a burden on City staff to review and properly manage this type of private medical documentation.

The City Council discussed this item at their Work Session on July 18, 2016, and directed staff and the City Attorney to draft an opt-out Ordinance. A draft of Ordinance Number 2016-07 has been included in Attachment B. The Ordinance would amend Section 1325.01 (Accessory Structures) of the Zoning Code to add Subdivision 8, which would specifically exempt the City from following the provisions in Minnesota Statutes, Section 462.3593 regarding temporary family health care accessory dwellings.

Findings of Fact

Municipalities have broad discretion when reviewing and adopting zoning regulations. Staff offers the following findings of fact for the Planning Commission's consideration:

1. The Minnesota State legislature passed a bill in the 2016 session establishing a new permitting process for temporary family health care accessory dwellings, codified at Minnesota Statutes, Section 462.3593.
2. The law allows cities to opt-out of the law if an Ordinance is approved before it goes into effect on September 1, 2016.

City of Arden Hills

Planning Commission Meeting for August 3, 2016

P:\Planning\Planning Cases\2016\PC 16-020 - Opt-Out Ordinance - Mobile Residential Homes\Memos_Reports_16-020

3. The City has elected to opt-out of the law due to concerns regarding the impact of the law on public health and safety and its desire to maintain its existing land use controls.
4. The proposed Ordinance is consistent with the City's Comprehensive Plan.

Recommendation

Staff recommends approval of Ordinance Number 2016-07 in Planning Case 16-020 to opt-out of the requirements of Minnesota Statutes, Section 462.3593 regarding temporary family health care accessory dwellings, as presented in the August 3, 2016, report to the Planning Commission.

Proposed Motion Language

1. Recommend Approval as Submitted: Motion to recommend *approval* of Ordinance Number 2016-07 in Planning Case 16-020, as presented in the August 3, 2016, report to the Planning Commission.
2. Recommend Approval with Changes: Motion to recommend *approval* of Ordinance Number 2016-07 in Planning Case 16-020, as presented in the August 3, 2016, report to the Planning Commission, with the following changes...
3. Recommend Denial: Motion to recommend *denial* of Ordinance Number 2016-07 in Planning Case 16-020, as presented in the August 3, 2016, report to the Planning Commission, based on the following findings of fact: *findings to deny should specifically reference the reasons for denial.*
4. Table: Motion to *table* Ordinance Number 2016-07 in Planning Case 16-020, as presented in the August 3, 2016, report to the Planning Commission: *a specific reason and/or information request should be included with a motion to table.*

Notice

Notice on this planning case was published in the *Arden Hills/Shoreview Bulletin* on July 20, 2016.

Public Comments

The City has not received any public comments regarding this planning case.

Attachments

- A. Proposed Amendment to Section 1325.01 – Black-lined Version
- B. Ordinance Number 2016-07
- C. 2016 Minnesota Session Laws – Chapter 111 – Temporary Family Health Care Dwellings
- D. “Temporary Dwelling Legislation Becomes Law,” League of Minnesota Cities, May 16, 2016
- E. Community Development Department Letter to League of Minnesota Cities, March 10, 2016



Approved:

**CITY OF ARDEN HILLS, MINNESOTA
PLANNING COMMISSION
WEDNESDAY, AUGUST 3, 2016
6:30 P.M. - ARDEN HILLS CITY HALL**

PLANNING CASES

C. Planning Case 16-020 – Zoning Code Amendment – Temporary Family Health Care Accessory Dwellings – *Public Hearing*

Senior Planner Bachler explained that the State legislature passed a bill this session establishing a new permitting process for temporary family health care accessory dwellings. The law specifically applies to dwellings used for short-term care purposes for family members in need of assistance. Under the new regulations, these dwellings would require permitting from the City, but would be exempt from certain provisions within the City's land use and building regulations. The Community Development Department provided comments on the draft legislation to the League of Minnesota Cities noting its concerns about the impacts of the law on public health and safety. Although the law was adopted, there is a provision that allows cities to opt-out of the law if an ordinance is approved before it goes into effect on September 1, 2016.

Senior Planner Bachler reported that the League of Minnesota Cities has recommended that cities consider passing an opt-out ordinance if they want to maintain their existing land use controls or develop customized regulations that might allow this type of dwelling unit in some cases using a different review and approval process. Staff has reviewed the new law and has identified the following areas of concern:

- The City currently prohibits the use of temporary accessory structures as dwellings, except a special permit may be granted by the City Council for the use of a temporary structure as a dwelling for no more than 90 days in emergency situations. The law would require the City to allow temporary family health care accessory dwellings to be in place for six months. The permit may also be renewed once for an additional six-month period.
- The law would supersede existing land use regulations in the City Code related to accessory structures. Though the statute would require that the accessory dwelling units comply with the City's setback requirements that apply to the principal structure on the property, it does not address lot coverage, drainage, and shoreland requirements.
- The law requires applicants to provide proof of adequate septic service management. City staff has concerns about the feasibility of providing safe, temporary septic services to these types of structure and what the process would be for enforcement and mitigation if there were a failure in these services.

- The law stipulates that applications must include proof of the provider network providing the primary care for the resident in the dwelling unit, and written certification of the need for assistance from a medical professional. This requirement places a burden on City staff to review and properly manage this type of private medical documentation.

Senior Planner Bachler reported that the City Council discussed this item at their Work Session on July 18, 2016, and directed staff and the City Attorney to draft an opt-out Ordinance. A draft of Ordinance Number 2016-07 was reviewed. The Ordinance would amend Section 1325.01 (Accessory Structures) of the Zoning Code to add Subdivision 8, which would specifically exempt the City from following the provisions in Minnesota Statutes, Section 462.3593 regarding temporary family health care accessory dwellings.

Senior Planner Bachler provided the Findings of Fact for review:

1. The Minnesota State legislature passed a bill in the 2016 session establishing a new permitting process for temporary family health care accessory dwellings, codified as Minnesota Statutes, Section 462.3593.
2. The law allows cities to opt-out of the law if an Ordinance is approved before it goes into effect on September 1, 2016.
3. The City has elected to opt-out of the law due to concerns regarding the impact of the law on public health and safety and its desire to maintain its existing land use controls.
4. The proposed Ordinance is consistent with the City's Comprehensive Plan.

Senior Planner Bachler recommended approval of Ordinance Number 2016-07 in Planning Case 16-020 to opt-out of the requirements of Minnesota Statutes, Section 462.3593 regarding temporary family health care accessory dwellings, as presented in the August 3, 2016, report to the Planning Commission.

Senior Planner Bachler reviewed the options available to the Planning Commission on this matter:

1. Recommend Approval as Submitted
2. Recommend Approval with Changes
3. Recommend Denial
4. Table

Chair Thompson opened the floor to Commissioner comments.

Commissioner Lambeth asked what would be allowed if the City were to opt out of the State legislation.

Senior Planner Bachler explained that the City would continue to follow its current zoning regulations regarding the use of temporary accessory structures as dwellings.

Chair Thompson opened the public hearing at 7:35 p.m.

Chair Thompson invited anyone for or against the application to come forward and make comment.

There being no comment Chair Thompson closed the public hearing at 7:36 p.m.

Commissioner Neururer moved and Commissioner Jones seconded a motion to recommend approval of Ordinance Number 2016-07 in Planning Case 16-020, as presented in the August 3, 2016, report to the Planning Commission. The motion carried unanimously (5-0).

DRAFT



ARDEN HILLS
MEMORANDUM

DATE: August 8, 2016

TO: City Councilmembers
Sue Iverson, Interim City Administrator

FROM: Mayor Grant

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

Discussion

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