

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, SEPTEMBER 8, 2014
8150 BARBARA AVENUE
7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

4. CONSENT AGENDA – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.

A. Minutes – August 25, 2014 Regular City Council Meeting _____

B. Resolution Approving Disbursements for Period Ending September 3, 2014 _____

C. Final Pay Voucher No. 4, Final Compensating Change Order No. 2, Engineer’s Report of Acceptance and Resolution Accepting Work for City Project No. 2012–07, Bohrer Pond NW Pre–treatment Basin _____

D. Approve Custom Grading, Drainage and Utility Easement, and Easement Encroachment Agreements for a New Home to be Built at 4892 Boyd Avenue _____

E. Resolution Approving Joint Powers Agreement (JPA) with Dakota County for the Preliminary Engineering and Final Design for City Project No. 2014–11, Argenta Trail at Trunk Highway 55 _____

F. Resolution Receiving Professional Services Proposals and Accepting Proposal from Kimley–Horn and Associates, Inc. for City Project No. 2014–11, Argenta Trail at Trunk Highway 55 _____

G. Temporary Liquor License Request – Church of St. Patrick _____

H. Personnel Actions _____

5. PUBLIC COMMENT: Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person.

6. PUBLIC HEARINGS:

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. THOMAS LEACH; Consider Resolution relating to a Variance to allow Parking with a Zero Foot Setback on the property located at 6426 Cahill Ave, 6399 Cahill Ave, and 3095 65th Street _____

B. CHS, INC; Consider the following resolutions for property located at 5500 Cenex Drive:

- i) Resolution relating to a Major Site Plan Review to Expand the Parking Lot Facilities _____
- ii) Resolution relating to a Variance to allow a 10 Foot Front Yard Setback whereas 30 Feet is required in the B-1, Limited Business District _____

ADMINISTRATION:

C. CITY OF INVER GROVE HEIGHTS: Consider Second Reading of an Ordinance related to Body Art Establishments _____

8. MAYOR & COUNCIL COMMENTS

9. ADJOURN

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**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, AUGUST 25, 2014 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, August 25, 2014, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, Finance Director Smith, Chief Stanger, Public Works Director Thureen, City Engineer Kaldunski, City Planner Hunting, and Deputy Clerk Kennedy

3. PRESENTATIONS:

A. School Resource Officer 2013/2014 School Year Statistical Information

Chief Stanger introduced Ryan Prail, the School Resource Officer. He stated the position was a joint effort between the City and Independent School District #199. In July the City renewed its contract with the school district to cover the upcoming 2014-2015 and 2015-2016 school years. He explained Officer Prail was the original School Resource Officer and would be returning to regular patrol duty after the first of the year. He noted Officer Nels Engstrom would take over the position beginning in January.

Officer Prail presented a compilation of statistics from the 2013-2014 school year. He noted the statistics encompassed all of the schools within the district. He stated he responded to 192 calls for service during the year, wrote 88 reports, 21 follow-up reports, and issued 43 citations. At Simley High School there were a total of 150 calls for service, of which he personally responded to 104. Of the 150 calls for service to the high school 37 were related to disorderly conduct/fighting/assault, 13 calls were related to theft, 13 calls were related to drugs/alcohol/tobacco, 5 calls for medical services, 5 calls related to sexting/cyberbullying/bullying, and 31 calls related to miscellaneous issues. He summarized the extra activities he participated in throughout the year, including over 30 hours attending extra-curricular activities and events such as sporting events, school dances, and prom. At Inver Grove Heights Middle School there were 105 calls for service, of which he responded to 77. The number one call classification was disorderly conduct. There were 49 calls for service between the three (3) elementary schools. A majority of the calls were received outside of his working hours and were related to false alarms and parking complaints. He stated he attended several holiday programs, "Read Day" at Hilltop Elementary, and participated in the McGruff fingerprint kit demonstrations at Pine Bend Elementary.

Mayor Tourville questioned if he found the program worthwhile and questioned what the City could do to improve the program.

Officer Prail explained the calls for service continued to increase and it would be beneficial to assign an officer to serve the middle school on a full-time basis. He stated many other cities have between two (2) and four (4) full-time school resource officers.

4. CONSENT AGENDA:

- A. i) Minutes – August 4, 2014 City Council Work Session
- ii) Minutes – August 11, 2014 Regular City Council Meeting
- iii) Minutes – August 15, 2014 Special City Council Meeting
- B. **Resolution No. 14-120** Approving Disbursements for Period Ending August 20, 2014
- C. Change Order No. 1 and Pay Voucher No. 2 for City Project No. 2013-06, South Robert Trail (TH 3) Stormwater Facilities Repairs
- D. Pay Voucher No. 1 for City Project No. 2014-09A – Cracksealing
- E. Pay Voucher No. 1 for City Project No. 2014-09B - Sealcoating
- F. Change Order No. 5 and Pay Voucher No. 2 for City Project No. 2014-09D, College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction and City Project No. 2014-06, Blaine Avenue Retaining Wall Replacements

- G. Approve Custom Grading Agreement for 1548 86th Court
- H. Approve Custom Grading, Drainage and Utility Easement, and Storm Water Facilities Maintenance Agreements for 9063 Altman Court
- I. Approve Quote to Replenish Water Treatment Facility Filter Media
- J. Receiving Petition from Residents on Bloomberg Lane and Bloomberg Circle and Approve **Resolution No. 14-121** Seeking a Speed Study Conducted by Mn/DOT
- K. Approve Limited Canada Geese Hunting Season
- L. **Resolution No. 14-122** Approving Traffic Safety Grant with the State of Minnesota
- M. Personnel Actions

Motion by Madden, second by Bartholomew, to approve the Consent Agenda

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Joe McBride, 4055 59th St. E., expressed concerns related to Frattalone Companies and the Dawn Way Landfill. He stated in 2011 and 2014 he sufficiently demonstrated to the City that Frattalone Companies was in violation of the non-conforming use certificate issued for the Dawn Way Landfill. He contended that Frattalone had not completed the required actions deemed necessary by the City. He explained the City Planner informed him that Frattalone had not submitted usable data in order to complete the investigation of the problem. He opined that the City already had enough evidence to terminate the non-conforming use certificate and shut down operations at the site completely. He suggested that the City impose consequences on Frattalone Companies and proposed limiting the material allowed in the landfill to demolition material and to restrict any material from coming out of the landfill.

Mayor Tourville asked staff to draft a written response to Mr. McBride's letter.

Allan Cederberg, 1162 82nd St. E., questioned why the Mayor was not listed on the ballot for the Primary Election.

Mayor Tourville explained the race was not on the Primary ballot because no one else filed for the office. He stated the City only held a Primary when the number of candidates was more than twice the number of individuals to be elected.

Mr. Cederberg referenced a State statute and argued that the Mayor's race still should have been on the ballot.

Ms. Kennedy explained the statute that was referenced applied to the General Election only. She noted the Mayor's race would appear on the ballot for the General Election in November.

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS: Consider the Following Actions:

- i) Continuation of Assessment Hearing for City Project No. 2012-09D, 65th Street Neighborhood and Cahill Court
- ii) Consider Resolutions Approving Subdivision and Special Assessment Agreements relating to Payment of Special Assessments for City Project No. 2012-09D, 65th Street Neighborhood and Cahill Court

Mr. Kaldunski stated this was the continuation of the hearing for City Project No. 2012-09D. He reviewed the project area. He explained the City did receive additional correspondence from a number of property owners since the meeting when the public hearing was opened. Copies of the correspondence were

presented to the Council for formal acceptance. Historically the city's assessment policy outlined a single family residential rate and a non-single family residential rate. Additional information regarding the designations was included in the Council's packet. Council previously directed staff to meet with the commercial property owners and assessment agreements were reached with each of the property owners. The Blaine Ridge objection related to the rate at which the common area was proposed to be assessed. Two (2) assessment rolls were prepared for Council review to demonstrate the difference between assessing the common areas at the single family rate versus the non-single family rate. The difference in cost between the options was approximately \$18,000. He noted that was a policy decision for the Council to consider. The Buckley Circle town homes were proposed to be assessed at a cap of \$2500 per unit. A \$4,000 cap had previously been established for single-family properties.

Councilmember Bartholomew clarified that all of the commercial property owners had signed waiver agreements.

Mr. Kaldunski replied in the affirmative.

Duane Cloud, 2476 Bixby Way, opined he was currently proposed to be assessed at a rate greater than the single family rate. He opined that nobody in the City should be assessed at a rate that was more than that for a single family property.

Allan Cederberg, 1162 E. 82nd St., stated he was confused about how the project would be paid for. He opined that the final resolution should provide a detailed accounting of how much money was coming from each of the proposed funding sources. He questioned what the Water Fund was used for.

Mr. Kaldunski stated when the assessment hearing was opened on July 28th staff provided a list of all of the funds that were proposed to be used to pay for the project. The specific amounts and funding sources were identified and presented at that time. The Water Fund was essentially a water operating fund used for maintenance and replacement of items such as hydrants and gate valves.

Mayor Tourville stated the Water Fund would be used to pay for specific water improvements that were done as part of the project.

Mr. Cederberg stated the budget for the Water Fund had 25% of the money transferred out.

Mr. Lynch explained the City makes payments from utility funds for specific projects and they are used to help finance improvements.

Ms. Smith stated the amounts budgeted to be transferred from utility funds were largely related to debt service payments. Actual transfers out of the utility funds would be used to make debt service payments or to fund specific improvements in projects such as City Project No. 2012-09D.

Mr. Lynch stated at the meeting on July 28th a table was presented that identified each of the funding sources. The total cost of the project was \$5,593,203.50. The Pavement Management Fund was proposed to pay \$732,682.81, Special Assessments totaling \$1,888,155.82, State Aid funds totaling \$2,612,048.06, the Water Fund would contribute \$320,281.80, the Sewer Fund would contribute \$35,736.25 and Other funds would contribute \$4,298.76.

Mr. Cederberg stated changes had been made since that time and the funding sources should be listed again.

Mayor Tourville stated the percentages would likely hold true in either of the scenarios presented. He explained the Council had yet to make a final decision on the assessment roll.

Councilmember Piekarski Krech stated she would like to find an equitable solution for all of the property owners. She expressed concern that the decisions made for this project would set a precedent for the City's assessment policy going forward. She noted the single family and multi-family classifications were very confusing and needed to be clarified.

Councilmember Bartholomew agreed it would be unwise to set a precedent at this time by straying from the established assessment policy.

Mayor Tourville stated the discrepancy between the different classifications needed to be figured out because the County’s interpretation was used differently in the City’s assessment policy. He suggested coming up with different terminology in the assessment policy to eliminate the confusion.

Mr. Cloud suggested calculating the effective rate and if it was more than one (1), reducing it to one (1).

Mayor Tourville questioned if staff had any suggestions on a compromise for the town homes.

Mr. Kaldunski explained Option 2B had a definition for Council consideration that related to all detached town homes, located in a PUD, on separate parcels that met the City’s current single family density standards. In this option the detached town homes would be assessed at single family rates. He noted there were approximately 80 additional units in the City that would be similarly defined in future projects.

Mayor Tourville stated he would support the suggested definition because it would be less confusing going forward.

Mr. Bartholomew questioned if there were similar properties in past projects that were assessed according to the existing policy at the non-single family rate.

Mr. Kaldunski replied in the affirmative.

Councilmember Piekarski Krech clarified as part of the new definition the common area would be divided up and assessed at a single family rate.

Mr. Kaldunski replied in the affirmative.

The Council discussed and agreed to move forward with Option 2B as proposed by staff.

Motion by Piekarski Krech, second by Madden, to receive all written correspondence

**Ayes: 5
Nays: 0 Motion carried.**

Motion by Madden, second by Bartholomew, to close the public hearing

**Ayes: 5
Nays: 0 Motion carried.**

Motion by Piekarski Krech, second by Madden, to approve Resolution No. 14-123 adopting the Final Assessment Roll as reflected in Option 2B for the 2012 Pavement Management Program, Urban Street Reconstruction, City Project No. 2012-09D – 65th Street Neighborhood and Cahill Court

**Ayes: 5
Nays: 0 Motion carried.**

Motion by Piekarski Krech, second by Madden, to adopt Resolution Nos. 14-124, 14-125, 14-126, and 14-127 approving Subdivision and Special Assessment Agreements relating to Payment of Special Assessments for City Project No. 2012-09D, 65th Street Neighborhood and Cahill Court

**Ayes: 5
Nays: 0 Motion carried.**

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

- A. INVER GROVE STORAGE:** Consider Resolution relating to a Conditional Use Permit to Allow the Storage and Rental of U-Haul Vehicles and Equipment for property located at 9735 South Robert Trail

Mr. Link reviewed the location of the property. He explained the property was currently a mini-storage facility and the request was to utilize the northwest area of the property for storage of U-Haul vehicles. He stated the office for the rentals would be the same office currently used for the storage facility. The customer parking would also remain the same. No changes to the site plan or access were proposed. Planning staff and the Planning Commission recommended approval of the request.

Larry Koland, 4813 Blaine Avenue, stated they did not have as much outdoor storage at this location and vehicles would be moved to their alternate location as needed so as not to take occupy the customer parking area. He agreed with the conditions of approval.

Motion by Piekarski Krech, second by Bartholomew, to adopt Resolution No. 14-128 approving a Conditional Use Permit to allow the Storage and Rental of U-Haul Vehicles and Equipment for property located at 9735 South Robert Trail

Ayes: 5

Nays: 0 Motion carried.

B. PETER BURCHARD: Consider the following resolutions for property located at 6124 and 6070 Blaine Avenue:

- i) Resolution relating to a Preliminary and Final Plat for a Two Lot Subdivision to be known as Oakbush 4th Addition
- ii) Resolution relating to a Conditional Use Permit to Exceed the Maximum Impervious Surface Allowed on the Property
- iii) Resolution relating to a Conditional Use Permit to Exceed the Maximum Height Requirement in the R-1C, Single Family Zoning District
- iv) Resolution relating to a Vacation of Certain Drainage and Utility Easements in the Plat of Oak Bush 3rd Addition

Mr. Link reviewed the location of the property. He explained the applicant proposed the combination of two (2) vacant lots into one (1). One component of the request involved removal of the existing utility easements that run along the lot lines and the dedication of new easements. Another component of the request involved a conditional use permit for height. The maximum height allowed in the zoning district was 35 feet and a height of 39 feet was proposed. He noted the ordinance did allow for the increase by conditional use permit. He stated the situation was unique because the topography dropped off sharply from Blaine Avenue. Because of the terrain the height was measured differently in that it was measured from the basement elevation instead of from the front door. He stated the view from Blaine Avenue would be similar to that of a typical two-story building. A second conditional use permit was requested for additional impervious surface. He explained the applicant agreed to certain engineering storm water requirements to justify the conditional use permit related to impervious surface. He noted the applicant worked closely with the engineering department and it was determined that the request met the criteria for conditional use permits. Both Planning staff and the Planning Commission recommended approval of the requests. He noted the Planning Commission recommended approval of the conditional use permit for additional impervious surface on a split vote (6-3) due to concerns related to the amount of impervious surface being placed on the lot.

Councilmember Madden clarified that the additional height would not be an issue for emergency responders.

Mr. Link stated 39 feet would not be a problem for the Fire department.

Councilmember Bartholomew questioned if the additional height would create an issue within the airport overlay district.

Mr. Link stated in this case the height would be well below the maximum within the airport overlay district.

Motion by Bartholomew, second by Madden, to adopt Resolution No. 14-129 approving a Preliminary and Final Plat for a Two Lot Subdivision to be known as Oakbush 4th Addition

Ayes: 5

Nays: 0 Motion carried.

Motion by Madden, second by Piekarski Krech, to adopt Resolution No. 14-130 approving a Conditional Use Permit to Exceed the Maximum Impervious Surface Allowed on the Property

Ayes: 5

Nays: 0 Motion carried.

Motion by Bartholomew, second by Madden, to adopt Resolution No. 14-131 approving a Conditional Use Permit to Exceed the Maximum Height Requirement Allowed in the R-1C, Single Family Zoning District

Ayes: 5

Nays: 0 Motion carried.

Councilmember Madden questioned if staff felt the additional impervious surface on the lot would create a problem.

Mr. Link stated staff did not feel it would be a problem.

Motion by Bartholomew, second by Madden, to adopt Resolution No. 14-132 relating to a Vacation of Certain Drainage and Utility Easements in the Plat of Oak Bush 3rd Addition

Ayes: 5

Nays: 0 Motion carried.

C. 160 INVESTMENTS, LLC (ARGENTA HILLS 9th ADDITION): Consider the following resolutions relating to property located west of Alverno Avenue, along 70th Street:

- i) Ordinance Rezoning the property from A, Agricultural to R-1C/PUD, Single Family Residential Planned Unit Development
- ii) Resolution relating to a Preliminary Plat and Preliminary PUD Development Plan Amendment for a 13 Lot Single Family Development
- iii) Resolution relating to a Final Plat and Final PUD Development Plan including an Improvement Agreement and related agreements for Argenta Hills 9th Addition

Mr. Hunting stated this would be the final phase of residential development within the original Argenta Hills PUD. He explained the final phase was originally designed as a cul-de-sac because at that time it was assumed that Amana Trail would extend to the south. The current proposal was for 13 single family lots. The change in the road alignment eliminated the cul-de-sac and another road extension would occur into the Peltier property. The balance of the property would be an outlot. He noted the City and County were in the process of studying the Argenta Trail and Highway 55 interchange which would dictate the final alignment of Amana Trail. He explained the amendment to the original PUD was for the road alignment, a reduction to 13 lots, and elimination of the cul-de-sac. He stated the request satisfied the preliminary conditions of approval and staff recommended approval of the project as proposed.

Mayor Tourville stated the Planning Commission had a number of questions about the request.

Mr. Hunting explained the Planning Commission had raised concerns since the initial phase of the Argenta Hills development because they felt that some of the homes were too close together. In their opinion they felt that a ten (10) foot separation was too tight. He stated when the goals of the Northwest Area are reviewed, density and clustering were identified. He explained staff was not concerned about the issue because they felt that as the area matured it would begin to meet what was envisioned for the Northwest Area.

Mayor Tourville opined the market must dictate that people want smaller lots because the homes were selling.

Councilmember Piekarski Krech stated the design was more retro and reminded her of older neighborhoods where homes were smaller and closer together.

Mr. Kuntz stated one of the agreements was a recitation of no waiver related to building rights. He explained the last residential plat per the preliminary plans adopted in February of 2008 showed approximately 21 building sites. Since that time a number of things changed concerning County requirements, the possibility of an interchange, the relocation of Argenta Trail, discussion related to a high tension power line in the area, and the location of a connector road into Argenta Trail. He explained those plans were not finalized and were still being studied by the County so the exact location of the major roadways remained unknown. He noted the Argenta Hills 9th Addition was put on hold for a period of time because so many of those factors were unknown. The developer worked with the City to come up with a 13 lot plat that was buildable. The agreement reflected an acknowledgment by both the City and the developer that at one time the developer had an approved preliminary plat with 21 lots. The developer acknowledged that things had changed since the City originally approved the preliminary plat and wanted it known that when the alignment of the roadway was finalized a discussion needed to occur regarding the building rights for the eight (8) lots that were lost. He clarified that the developer did not want the platting of the 13 lots to be viewed by the City as waiver by the landowner of the building rights for those eight (8) lots. He explained the agreement also acknowledged that the City did not agree or admit to any entitlement to or future compensation for the eight (8) lot differential. He further clarified that the issue related to what would happen in the future with development and the road in Outlot A was not being decided by the current plat proposed. It was anticipated that the issues related to Outlot A would be brought back for consideration when the City and County finalized a definitive alignment for the roadway.

Councilmember Piekarski Krech questioned if it meant that the developer would want to be paid for the property once the road alignment was finalized.

Mr. Kuntz stated the developer would want to be paid for a portion of the property. He explained there was a temporary road easement in place that ran across Outlot A. The temporary easement would be removed once the replacement road was finalized. He stated there was an understanding that the land for part of the replacement road would be dedicated to the City by the developer. He noted it was also likely that a portion of land for the replacement road would come through the acquisition and condemnation process because the area that was going to be devoted to the potential interchange was now different in size and scope than it was in 2008.

Jacob Fick, 160 Investments, stated they wanted to avoid bringing forward a 21 lot plat that they knew would be denied. He explained in 2008 the roadway was going to curve to the south and since that time the alignment was shifted to the north, resulting in the loss of eight (8) lots. Rather than obtaining their building rights by forcing the City to deny a 21 lot plat, they chose to work with staff from the City and the County to come up with a plan for 13 single family lots that would work with any road configuration and complete the Argenta Hills development. He stated they were simply looking to reserve their building rights for future discussions related to the use of Outlot A for a county road.

Councilmember Mueller stated he did not see the City agreeing to pay for eight (8) lots. He opined that was asking a lot.

Mr. Fick stated there was some value associated with the eight (8) lots that were lost because of the change in the alignment of the roadway. He noted the situation was similar to when they paid the City fees based on the total number of lots that were preliminarily platted because that was the basis for the City's financial projections for the improvements. He explained they were not saying they wanted to be compensated for the sale price of the eight (8) lots. He opined there was a value associated with the land because it was property that could have had houses built on it and it was not unserviceable property.

Mayor Tourville stated the change may be beneficial because it eliminated a cul-de-sac and was a better plan for the long-term. He opined this was a better option than potentially delaying the final phase of the development for several years until the final alignment of the roadway was determined.

Councilmember Mueller stated the developer needed to work out the issue with the County.

Councilmember Piekarski Krech stated the issue would fall on the City because the County would only pay for their portion of the roadway. She opined that Outlot A may not be buildable due to the location of the pond and the high tension power line.

Mr. Link stated since 2008 a number of agencies, including the City and the County, participated in a regional roadway visioning study. Prior to that the expectation was that Argenta would “T” into 80th Street. As a result of that study the exact opposite was found as it was determined that 80th Street (Amana Trail) would “T” into Argenta Trail. The design would allow for a better flow of regional traffic and a better justification for interchanges at 494 and Highway 55. He explained the new design is what prompted the change being proposed for the Argenta Hills development. He noted the City was also trying to discourage cul-de-sacs in the Northwest Area because they were more expensive to maintain and plow, and through streets dispersed traffic better and more efficiently.

Councilmember Piekarski Krech questioned if the benefits compensated the City for the cost. She opined they had to make sure the pro forma standards for the Northwest Area were being met. She stated she was concerned that having a through street and no cul-de-sac was not enough to cover the City’s potential responsibility for compensating the developer for the eight (8) lots that were lost.

Mr. Link stated the benefits of the through street and elimination of a cul-de-sac could not necessarily be quantified as a dollar amount. He noted there were several advantages to through streets versus cul-de-sacs, as well as advantages to the new design for Argenta and 80th Street.

Councilmember Piekarski Krech stated there would be a dollar amount associated with the improvements and a dollar amount associated with compensating the developer for the lost lots. She questioned if the City would be able to financially support the additional costs.

Mr. Link stated there was potential for additional costs in the future. He reiterated the City was not agreeing to compensate the developer at this point in time.

Councilmember Mueller stated it may be better to delay the project until the alignment of the road was finalized because the costs were unknown.

Mr. Fick stated the County discussed starting the acquisition and condemnation process in 2015 for a 2016 project. He explained as a landowner they had two options. The first was to bring a 21 lot plat forward, have it denied, and then take legal action against the City. He noted that was not what they wanted to do because they wanted to work with the City to come up with an alternative solution. The second option was to do nothing and wait for the County and the City to finalize the plans for the roadway and then seek compensate for the land for 21 lots. He explained they knew they could fit 13 lots on the plat and they also knew that they had right-of-way dedication requirements. Because the City and County were not ready to finalize the design of the road, they also were not ready for the developer to dedicate any land for right-of-way. The proposal allowed the development to move forward now rather than waiting for two years.

Mayor Tourville questioned what the reason for denial would be if the developer presented a 21 lot development.

Staff indicated the plat would be denied because it conflicted with the future alignment of the roadway.

Councilmember Piekarski Krech suggested that the developer could submit the 21 lot plat and fight it out with the County.

Mayor Tourville stated he appreciated that the developer was trying to work with the City to come up with a compromise. He opined that the developer understood it was unlikely they would receive compensation for 100% of the eight (8) lots.

Mr. Fick explained he understood they would not receive the sale price of the lots because they were unimproved.

Councilmember Piekarski Krech stated her main concern was that the developer's eight (8) lots would be more costly to acquire than some of the other undeveloped property that would be needed for the roadway.

Mr. Fick stated they were not trying to be unreasonable, but wanted to ensure the process was handled in a fair and equitable manner in the future.

Mayor Tourville stated there was an intrinsic value to having more through streets for the overall transportation plan.

Councilmember Piekarski Krech stated the future financial implications made her nervous.

Mr. Fick stated they did not want to lose momentum in terms of finishing the development because there was a high demand for lots in the area.

Mr. Lynch stated he understood the concerns related to future financial implications. He explained the City's financing plan for the Northwest Area was not going to be made or broken by eight (8) lots. He noted in the end this would be a three-way negotiation between the developer, the City and the County.

Councilmember Piekarski Krech clarified that the County was driving the change because this was the only alignment that they would approve.

Mr. Thureen stated alignment options were analyzed with the County and the developer. He explained the alignment would be better identified by the end of the first quarter of 2015. Staff supported moving ahead with the 13 lot plat with the outlot because it left the option open to tweak the alignment as needed to ensure the final alignment was exactly what the City wanted in terms of the overall transportation plan.

Councilmember Piekarski Krech questioned how the new homes would be accessed.

Mr. Fick stated the homes would be accessed via Alverno Avenue which would eventually connect to Amana Trail.

Mayor Tourville opined it may be best to move forward with the 13 lot plat now because it allowed development to continue and provided flexibility for the alignment of Amana Trail.

Motion by Mueller, second by Madden, to adopt Ordinance No. 1282 Rezoning the property from A, Agricultural to R-1C/PUD, Single Family Residential Planned Unit Development, Resolution No. 14-133 approving a Preliminary Plat and Preliminary PUD Development Plan Amendment for a 13 Lot Single Family Development, and Resolution No. 14-134 approving a Final Plat and Final PUD Development Plan including an Improvement Agreement and related agreements for Argenta Hills 9th Addition

Ayes: 5

Nays: 0 Motion carried.

D. ANDERSON JOHNSON ASSOCIATES (SIMLEY HIGH SCHOOL): Consider Resolution relating to a Conditional Use Permit and related Agreements to Exceed the Maximum Height Requirement for the High School Addition for property located at 2920 80th Street

Mr. Link reviewed the location of the property. He stated a 26,000 square foot auditorium addition was being constructed on the north side of the high school. Approximately 3,000 square feet projected up and exceeded the maximum building height requirement. In the institutional zoning district the maximum

building height was 40 feet and the proposed structure would reach 50 feet. He noted the excess height was necessary for the auditorium stage in order to raise and lower scenery for backdrops. He stated no other changes to the site plan or access were proposed other than the loss of 39 parking spaces. The additional impervious surface was covered by a previously approved conditional use permit that allowed no more than 36% impervious surface on the site. The request met the criteria for a conditional use permit and both Planning staff and the Planning Commission recommended approval of the request.

Paul Youngquist, architect, provided an overview of the layout of the new addition. He reiterated the stage portion of the new auditorium exceeded the maximum height requirements. He clarified where the parking spaces would be eliminated.

Councilmember Madden confirmed that the additional height would not cause any issues for the Fire department.

Mr. Youngquist stated if the project was approved the school district would receive bids on September 11th and construction was scheduled to begin in October.

Motion by Madden, second by Bartholomew, to adopt Resolution No. 14-135 approving a Conditional Use Permit and related Agreements to Exceed the Maximum Height Requirement for the High School Addition for property located at 2920 80th Street

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION:

E. CITY OF INVER GROVE HEIGHTS: Consider First Reading of an Ordinance related to Body Art Establishments

Bridget McCauley Nason, LeVander, Gillen, & Miller, stated the draft body art ordinance was previously discussed at a Council work session in July. No substantive changes had been made to the draft ordinance since that time. She stated a few minor changes were suggested to other provisions of the code specifically related to updating the language to remove all references to tattoo artists and tattoo establishments and replacing the references with the correct terminology. Changes to the zoning ordinance would also need to be considered if the City chose to move forward with the ordinance. She provided an overview of the proposed ordinance. She explained in 1998 the City adopted a tattoo ordinance. In 2010 the State Legislature enacted statutory changes to regulate both tattoo and piercing establishments. The statutes regulate the technicians that perform body art procedures as well as the procedures themselves. The City's current ordinance provisions provided for licensure of technicians and tattoo establishments. Following the statutory changes in 2010, body art technicians are to be exclusively licensed by the State. Cities are allowed to license body art establishments if they choose to do so, otherwise the State does have a licensing scheme in place for those types of establishments. She explained a number of cities have chosen to license their body art establishments primarily because it provided the City with more control of things related to the types of procedures that can be performed at the establishments, the number of licensed establishments that are allowed in the City, and similar conditions. She summarized the key differences between the City's current ordinance provisions and the proposed changes. Under the new ordinance the City would be limited to issuing no more than two (2) body art establishment licenses at any time. The City would also specifically restrict the types of body art procedures that may be performed at a licensed establishment. The new ordinance would also prohibit temporary, mobile, or in-home body art establishments. She noted many of the proposed health and sanitation requirements mirrored what was found in State statute.

Councilmember Mueller questioned where body art establishments could be located in the City.

Ms. Nason stated the establishments would be a permitted use in the B-2, B-3, and B-4 zoning districts and a conditional use in the I-1 zoning district.

Mayor Tourville suggested sending the draft ordinance to the Chamber of Commerce for review.

Motion by Piekarski Krech, second by Madden, to approve the First Reading of an Ordinance related to Body Art Establishments

Ayes: 5

Nays: 0 Motion carried.

F. CITY OF INVER GROVE HEIGHTS: Consider Awarding Contract for Architectural and Engineering Services for Fire Station Feasibility and Programming Study

Chief Thill explained six (6) firms submitted proposals and three (3) firms were interviewed. The interview panel was comprised of two (2) Council members, the City Administrator, Fire Chief, Assistant Fire Chief, two (2) Fire Captains, two (2) Fire Lieutenants, and a firefighter. The interview panel recommended that the contract be awarded to Five Bugles Design based a number of factors including their willingness to work with the City to get all stakeholders involved in the planning process. Five Bugles Design was a division of Architectural Design Group focused solely on the planning and design of Fire and EMS organizations. Their team brought a wealth of experience having worked on over 150 different Fire and EMS projects. The proposed cost of the study was \$14,500 with reimbursable expenses not to exceed \$750. She noted the proposal from Five Bugles Design was also the least expensive. Funds for the study were included in the current budget.

Councilmember Piekarski Krech stated she participated on the interview panel and was very impressed by the recommended firm.

Councilmember Mueller added that the presentation from Five Bugles was excellent because they answered all the questions that were asked.

Mayor Tourville suggested asking the firm to identify the individuals that would be working on the project to ensure continuity throughout the duration of the study.

Motion by Piekarski Krech, second by Madden, to Award Contract for Architectural and Engineering Services for Fire Station Feasibility and Programming Study to Five Bugles Design

Ayes: 5

Nays: 0 Motion carried.

G. CITY OF INVER GROVE HEIGHTS: Consider Appointment of Interim Human Resources Manager

Mr. Lynch stated on July 28th staff presented information related to a proposed organizational change. At that time Council directed changes to the job description including the position title, desired level of experience, and the salary level. As a result of the directed changes, he recommended the promotion of the current Human Resources Coordinator to the position of Human Resources Manager. He stated in the past a number of employees had been promoted within the organization to positions on an interim basis to provide the employee with the opportunity to serve in the new capacity and demonstrate their ability to lead and manage. He recommended appointing Amy Jannetto as the interim Human Resource Manager. He explained Ms. Jannetto had the requisite skills and experience as well as a high level of familiarity with the organization and the current workforce issues and needs. He stated the appointment would be for a period of six (6) months and at the end of that period her performance would be evaluated based on mutually identified goals and feedback received from staff. The starting salary for the position would be \$76,700.

Councilmember Piekarski Krech disagreed with the City Administrator's recommendation. She opined that because the position was new for the organization it should be opened up and subject to the application and interview process.

Councilmember Bartholomew questioned how the City Administrator would propose to fulfill the duties of the position in the interim while the position was open for applications.

Mr. Lynch stated the duties were currently being handled by himself, the Human Resources Coordinator, and other staff members. He explained they would have to continue that practice in the interim while the

recruitment and hiring process was completed. He expressed concern that the City had ongoing issues to contend with and would likely start labor negotiations in the next 60 days. He noted his preference would be to appoint the recommended individual in order to have someone in the position with experience in labor negotiations.

Councilmember Mueller opined the position should be opened up for recruitment because they were filling a new position and looking for a new type of person. He suggested that the job description could be changed to incorporate other duties and responsibilities beyond Human Resources.

Councilmember Madden opined he would like to move forward with the City Administrator's recommendation because he believed in trying to promote from within the organization.

Mayor Tourville stated there were three (3) options available to the Council. The first was to proceed with the City Administrator's recommendation, the second was to not appoint anyone to the interim position and to begin the recruitment and hiring process, and the third was to appoint Ms. Jannetto to serve in the position on an interim basis while the recruitment and hiring process was started. He opined there were advantages to promoting from within the organization and it had worked well in the past for a number of positions. He stated if the Council would not support the City Administrator's recommendation it may be beneficial to appoint Ms. Jannetto in the interim while the position was opened so the City would have someone in place to start labor negotiations and to fulfill the duties of the position.

Councilmember Piekarski Krech noted Ms. Jannetto could still apply for the position if it was opened up. She questioned who would fulfill Ms. Jannetto's current duties if she was appointed on an interim basis.

Mayor Tourville stated she was already performing the duties of both positions and the official interim appointment would provide her with formal authority to represent the City in labor negotiations.

Councilmember Piekarski Krech stated the City had never had the position of Human Resources Manager.

Mayor Tourville stated there was a person previously fulfilling the duties and responsibilities of the new position.

Councilmember Mueller opined they were looking for someone who could do more than just Human Resources.

Mayor Tourville stated that was not what was previously discussed when the job description was initially reviewed. He noted they could not advertise the position if the Council wanted more changes to the job description.

Councilmember Bartholomew suggested tabling the discussion to give the Council time to further discuss and clarify the information with the City Administrator. He opined he would be in favor of making an interim appointment while the job was opened up for recruitment simultaneously.

Councilmember Madden opined that the City had individuals who were delegated with the responsibility and the authority to make certain decisions and fulfilling certain duties. He stated he had a problem with the Council micromanaging every decision.

Mayor Tourville stated he was not sure that tabling the item would change anyone's mind.

Councilmember Piekarski Krech stated she was unclear how appointing someone in the interim would change how any of the job duties or responsibilities were performed.

Mr. Lynch stated staff needed someone designated in that role so it was clearly defined who would be handling personnel issues.

Councilmember Piekarski Krech stated the City Administrator should just designate the Human Resources Coordinator to fulfill that role.

Mr. Lynch stated that individual should then be recognized and compensated accordingly for taking on those responsibilities. On an interim basis the difference in pay between what the individual was currently paid and the starting salary for the new position was approximately \$6,300. That figure would be pro-rated for the period of time during which the individual served as the Human Resources Manager on an interim basis.

Mayor Tourville stated a similar practice had been followed in the past for other positions in the City. He opined it would be fair to compensate the individual for the additional duties and responsibilities.

Councilmember Madden stated if someone was going to serve in the position they should be compensated accordingly. He expressed concern about not having an experienced individual in place to participate in labor negotiations. He opined it was the Council's job to make policy decisions, not write job descriptions.

Motion by Tourville, second by Madden, to appoint Amy Jannetto as Interim Human Resources Manager with additional compensation as discussed, further clarify the job description for the position, and start the recruitment process

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

9. ADJOURN: Motion by Mueller, second by Madden, to adjourn. The meeting was adjourned by a unanimous vote at 9:50 pm

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: September 8, 2014
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

<input type="checkbox"/>	None
<input checked="" type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of August 21, 2014 to September 3, 2014.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending September 3, 2014. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$108,022.74
Debt Service & Capital Projects	1,018,455.69
Enterprise & Internal Service	23,765.55
Escrows	9,722.97
	<hr/>
Grand Total for All Funds	<u><u>\$1,159,966.95</u></u>

If you have any questions about any of the disbursements on the list, please call Kristi Smith, Finance Director at 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period August 21, 2014 to September 3, 2014 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING September 3, 2014**

WHEREAS, a list of disbursements for the period ending September 3, 2014 was presented to the City Council for approval;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: that payment of the list of disbursements of the following funds is approved:

General & Special Revenue	\$108,022.74
Debt Service & Capital Projects	1,018,455.69
Enterprise & Internal Service	23,765.55
Escrows	9,722.97
 Grand Total for All Funds	 <u><u>\$1,159,966.95</u></u>

Adopted by the City Council of Inver Grove Heights this 8th day of September, 2014.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk



Expense Approval Report

By Fund

Payment Dates 8/21/2014 - 9/3/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	520782/5	08/27/2014	501126	101.44.6000.451.40047	16.47
ACE PAINT & HARDWARE	520785/5	08/27/2014	501126	101.44.6000.451.40047	29.99
ACE PAINT & HARDWARE	520846/5	08/27/2014	501126	101.44.6000.451.40047	2.99
ACE PAINT & HARDWARE	520885/5	08/27/2014	501126	101.44.6000.451.40047	5.98
ACE PAINT & HARDWARE	520899/5	08/27/2014	501126	101.44.6000.451.40047	10.98
ACE PAINT & HARDWARE	520934/5	08/27/2014	501126	101.44.6000.451.40047	9.47
ACE PAINT & HARDWARE	520945/5	08/27/2014	501126	101.44.6000.451.40047	5.98
ACE PAINT & HARDWARE	520947/5	08/27/2014	501126	101.44.6000.451.40047	9.98
ACE PAINT & HARDWARE	521128/5	08/27/2014	501126	101.43.5200.443.60016	59.97
ACE PAINT & HARDWARE	521132/5	08/27/2014	501126	101.44.6000.451.60012	1.59
ACE PAINT & HARDWARE	521034/5	08/27/2014	501126	101.44.6000.451.40047	9.99
AGASSIZ SEED & SUPPLY	INV074923	08/27/2014	CITYO55077	101.43.5200.443.60016	372.50
APA	125674 MEMBERSHI	08/27/2014	APA MEMBERSHIP CATEGORY	101.45.3200.419.50070	320.00
APA MN ADMINISTRATORS	8/27/27	08/27/2014	REGISTRATION-TOM LINK	101.45.3000.419.50080	290.00
ASPEN MILLS	153040	08/27/2014	550771	101.42.4200.423.60045	74.95
BARNA, GUZY, & STEFFEN LTD	134191	08/27/2014	500003-005	101.41.1100.413.30430	52.00
CA DEPT OF CHILD SUPPORT SERVICE	INV0031087	08/22/2014	MIGUEL GUADALAJARA FEIN/TAX	101.203.2032100	279.69
CENTURY LINK	8/7/14 651 451 0205	08/27/2014	651 451 0205 745	101.44.6000.451.50020	58.94
DAJ ENTERPRISES LLC	2010	08/27/2014	8/6/14	101.44.6000.451.60030	7,094.30
DAKOTA COMMUNICATIONS CENTER	IG2014-09	08/27/2014	SEPTEMBER 2014	101.42.4000.421.70502	42,672.60
DAKOTA COMMUNICATIONS CENTER	IG2014-09	08/27/2014	SEPTEMBER 2014	101.42.4200.423.70502	4,741.40
DAKOTA CTY SOIL & WATER	2500	08/27/2014	APRIL-JUNE	101.43.5100.442.30300	1,155.00
FAST SIGNS	286-40776	08/27/2014	7/28/14	101.44.6000.451.40046	361.00
HEALTHEAST MEDICAL TRANSPORTATI	14-28450	08/27/2014	8/6/14	101.42.4000.421.30700	85.00
HOME DEPOT CREDIT SERVICES	8/8/14 6035 3220171	08/27/2014	6035 3220 1712 8343	101.44.6000.451.40040	108.43
HOME DEPOT CREDIT SERVICES	8/8/14 6035 3220171	08/27/2014	6035 3220 1712 8343	101.44.6000.451.60066	41.62
INFINITY WIRELESS	35624	08/27/2014	8/15/14	101.42.4200.423.40042	131.80
JRK SEED & TURF SUPPLY	12635/4	08/27/2014	1382	101.44.6000.451.60040	217.20
JRK SEED & TURF SUPPLY	12654/4	08/27/2014	1382	101.44.6000.451.60016	22.95
JRK SEED & TURF SUPPLY	12681/4	08/27/2014	1382	101.44.6000.451.50080	30.00
KEYS WELL DRILLING CO	2014079	08/27/2014	1347	101.44.6000.451.40040	2,138.00
L.T.G. POWER EQUIPMENT	180706	08/27/2014	5656	101.44.6000.451.40047	137.58
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	101.41.1000.413.30401	120.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	101.41.1000.413.30420	2,293.39
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	101.42.4000.421.30420	144.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	101.43.5000.441.30420	208.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	101.43.5100.442.30420	2,910.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	101.44.6000.451.30420	164.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	101.45.3200.419.30420	1,546.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	101.45.3300.419.30420	528.00
LOCAL GOVERNMENT INFORMATION S	38820	08/27/2014	111541	101.42.4200.423.30700	110.00
M & J SERVICES, LLC	1113	08/27/2014	8/11/14	101.43.5200.443.40046	1,275.00
M & J SERVICES, LLC	1110	08/27/2014	8/8/14	101.43.5200.443.40046	540.00
MINNESOTA DEPARTMENT OF HUMAN	INV0031088	08/22/2014	JUSTIN PARRANTO FEIN/TAXPAYI	101.203.2032100	495.61
MN DEPT OF REVENUE	INV0031096	08/22/2014	LETTER ID: L0937545088 - REITBE	101.203.2031900	205.02
MN GLOVE & SAFETY, INC.	281622	08/27/2014	8/18/14	101.43.5200.443.60045	39.99
MTI DISTRIBUTING CO	976805-00	08/27/2014	91180	101.44.6000.451.40047	41.22
MTI DISTRIBUTING CO	977021-00	08/27/2014	91180	101.44.6000.451.40047	345.08
MTI DISTRIBUTING CO	977024-00	08/27/2014	91180	101.44.6000.451.40047	51.00
NEEDELS SUPPLY INC	169359	08/27/2014	7/16/14	101.42.4200.423.60011	200.96
SEDGWICK HTG & A/C	8/11/14	08/27/2014	REFUND-8709 ANN MARIE TRL	101.207.2070100	5.00
SEDGWICK HTG & A/C	8/11/14	08/27/2014	REFUND-8709 ANN MARIE TRL	101.45.0000.3224000	100.00
SHERWIN-WILLIAMS	1829-0	08/27/2014	6682-5453-5	101.44.6000.451.40047	14.17
SHERWIN-WILLIAMS	7012-5	08/27/2014	6682-5453-5	101.44.6000.451.40047	14.17
SHERWIN-WILLIAMS	7027-3	08/27/2014	6682-5453-5	101.44.6000.451.40047	4.72
SOLBERG AGGREGATE CO	12574	08/27/2014	6/2/14	101.43.5200.443.60016	4,490.51
STREAMLINE DESIGN INC	34373ART	08/27/2014	6/30/14	101.42.4200.423.30700	157.47
TOTAL CONSTRUCTION & EQUIP.	61224	08/27/2014	CIT001	101.43.5400.445.40042	832.99
TRANS UNION LLC	07452336	08/27/2014	0924V0009007	101.41.1100.413.30500	5.30
Fund: 101 - GENERAL FUND					77,389.95

CLIMB THEATRE	47041-2	08/27/2014	7/15/14	204.44.6100.452.30700	100.00
DIFRONZO, JANE	8/21/14	08/27/2014	IGH REC LACROSSE TEAMS ENTF	204.44.6100.452.50070	450.00
SAM'S CLUB	7/23/14 7715 0900 65	08/22/2014	7715 0900 6570 2540	204.44.6100.452.60009	118.83

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SAM'S CLUB	7/23/14 7715 0900 6E	08/22/2014	7715 0900 6570 2540	204.44.6100.452.60009	10.86
ZAISER, TROY	8/21/14	08/27/2014	LACROSSE CHEST PROTECTOR	204.44.6100.452.60009	42.84
Fund: 204 - RECREATION FUND					722.53
ACE PAINT & HARDWARE	521065/5	08/27/2014	501126	205.44.6200.453.60040	41.94
ACE PAINT & HARDWARE	521081/5	08/27/2014	501126	205.44.6200.453.60040	4.98
ACE PAINT & HARDWARE	521095/5	08/27/2014	501126	205.44.6200.453.60016	1.29
ARENASERV LLC	1418	08/27/2014	8/22/14	205.44.6200.453.40040	1,400.00
COMCAST	8/12/14 8772 10 591	08/27/2014	8772 10 591 0127188	205.44.6200.453.50070	177.50
COMMON SENSE BUILDING SERVICES,	34279	08/27/2014	AUGUST 2014	205.44.6200.453.40040	6,767.85
DURA PRO PAINTING LLC	1513	08/27/2014	8/20/14	205.44.6200.453.80200	17,645.00
HOME DEPOT CREDIT SERVICES	8/8/14 6035 3220171	08/27/2014	6035 3220 1712 8343	205.44.6200.453.40040	95.13
HOME DEPOT CREDIT SERVICES	8/8/14 6035 3220171	08/27/2014	6035 3220 1712 8343	205.44.6200.453.60016	11.04
HOME DEPOT CREDIT SERVICES	8/8/14 6035 3220171	08/27/2014	6035 3220 1712 8343	205.44.6200.453.60016	16.79
NAC MECHANICAL & ELECTRICAL SERV	105422	08/27/2014	8712-1	205.44.6200.453.40040	1,231.57
PREMIER ELECTRICAL CORPORATION	60745	08/27/2014	72701	205.44.6200.453.40040	150.00
SAM'S CLUB	7/23/14 7715 0900 6108	08/22/2014	7715 0900 6160 6950	205.44.6200.453.60016	8.99
SAM'S CLUB	7/23/14 7715 0900 6108	08/22/2014	7715 0900 6160 6950	205.44.6200.453.60016	8.99
SAM'S CLUB	7/23/14 7715 0900 6108	08/22/2014	7715 0900 6160 6950	205.44.6200.453.60065	30.44
SAM'S CLUB	7/23/14 7715 0900 6108	08/22/2014	7715 0900 6160 6950	205.44.6200.453.60065	9.28
SAM'S CLUB	7/23/14 7715 0900 6108	08/22/2014	7715 0900 6160 6950	205.44.6200.453.60065	30.98
SAM'S CLUB	7/23/14 7715 0900 6108	08/22/2014	7715 0900 6160 6950	205.44.6200.453.60065	13.98
SAM'S CLUB	7/23/14 7715 0900 6108	08/22/2014	7715 0900 6160 6950	205.44.6200.453.60065	20.43
SAM'S CLUB	7/23/14 7715 0900 6108	08/22/2014	7715 0900 6160 6950	205.44.6200.453.76050	128.60
SAM'S CLUB	7/23/14 7715 0900 6108	08/22/2014	7715 0900 6160 6950	205.44.6200.453.76050	107.74
SAM'S CLUB	7/23/14 7715 0900 6108	08/22/2014	7715 0900 6160 6950	205.44.6200.453.76050	44.83
SAM'S CLUB	7/23/14 7715 0900 6E	08/22/2014	7715 0900 6570 2540	205.44.6200.453.60065	137.56
SAM'S CLUB	7/23/14 7715 0900 6E	08/22/2014	7715 0900 6570 2540	205.44.6200.453.76100	7.98
UNITED LABORATORIES	INV092518	08/27/2014	304172	205.44.6200.453.60016	118.69
UNITED LABORATORIES	INV092518	08/27/2014	304172	205.44.6200.453.60016	118.68
Fund: 205 - COMMUNITY CENTER					28,330.26
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	290.45.3000.419.30420	1,580.00
Fund: 290 - EDA					1,580.00
WELLS FARGO BANK	1102826	08/27/2014	MN 2011A BONDS	358.57.9000.570.90300	525.00
Fund: 358 - G.O. REFUNDING IMPROV BONDS 2011A					525.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	402.44.6000.451.30420	202.50
Fund: 402 - PARK ACQ. & DEV. FUND					202.50
EHLERS AND ASSOCIATES, INC.	65437	08/27/2014	6/1/14	405.57.9000.570.30150	1,007.91
Fund: 405 - NORTH SIDE WTR STOR. FAC.					1,007.91
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	431.73.5900.731.30420	80.00
Fund: 431 - 2011 IMPROVEMENT FUND					80.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	434.73.5900.734.30420	201.00
S. M. HENTGES & SONS, INC.	PAY VOUCHER #2	08/27/2014	CITY PROJECT NO. 2014-06	434.73.5900.734.80300	33,729.51
Fund: 434 - 2014 IMPROVEMENT FUND					33,930.51
ASTECH CORP	PAY VO. NO. 1	08/27/2014	CITY PROJECT NO. 2014-09A	440.74.5900.740.40046	118,292.67
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	440.74.5900.740.30420	352.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	440.74.5900.740.30420	1,723.50
PEARSON BROTHERS, INC.	PAY VOUCHER #1	08/27/2014	CITY PROJECT NO. 2014-09B	440.74.5900.740.40046	227,135.88
S. M. HENTGES & SONS, INC.	PAY VOUCHER #2	08/27/2014	CITY PROJECT NO. 2014-06	440.74.5900.740.80300	595,188.71
Fund: 440 - PAVEMENT MANAGEMENT PROJ					942,692.76
URBAN COMPANIES	PAY VO. NO. 2	08/27/2014	CITY PROJECT NO. 2013-06	446.74.5900.746.80300	36,303.17
Fund: 446 - NW AREA					36,303.17
SAVATREE	3356104	08/27/2014	1022556	450.75.5900.750.40047	120.00
SAVATREE	3356105	08/27/2014	1022556	450.75.5900.750.40047	196.00
SAVATREE	3363041	08/27/2014	1022556	450.75.5900.750.40047	310.00
SAVATREE	3363042	08/27/2014	72	450.75.5900.750.40047	72.00
Fund: 450 - COMMUNITY PROJECTS FUND					698.00
JOEL CARLSON	8/15/14	08/27/2014	SEPTEMBER 2014	451.75.5900.751.30700	1,000.00
Fund: 451 - HOST COMMUNITY FUND					1,000.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EHLERS AND ASSOCIATES, INC.	65437	08/27/2014	6/1/14	452.57.9000.570.30150	1,007.92
Fund: 452 - SPRINGWOOD PONDS TIF#3-1					1,007.92
EHLERS AND ASSOCIATES, INC.	65437	08/27/2014	6/1/14	453.57.9000.570.30150	1,007.92
Fund: 453 - SE QUADRANT TIF DIST 4-1					1,007.92
ACE PAINT & HARDWARE	520919/5	08/27/2014	03805983	501.50.7100.512.60016	10.97
ACE PAINT & HARDWARE	521113/5	08/27/2014	501126	501.50.7100.512.60016	4.99
ACE PAINT & HARDWARE	521115/5	08/27/2014	501126	501.50.7100.512.60016	1.50
GOODIN COMPANY	02057197-00	08/27/2014	1001619	501.50.7100.512.60016	163.35
HAWKINS, INC.	3631917	08/27/2014	108816	501.50.7100.512.60019	589.00
MN PIPE & EQUIPMENT	0320819	08/27/2014	2195	501.50.7100.512.40043	778.26
PCI ROADS	PERMIT REFUND 14	08/27/2014	HYDRANT PERMIT REFUND	501.207.2070300	(37.85)
PCI ROADS	PERMIT REFUND 14	08/27/2014	HYDRANT PERMIT REFUND	501.50.0000.3813000	(531.16)
SHAPCO PRINTING	308395 B	08/27/2014	REMAINING BALANCE DUE	501.50.7100.512.50030	6,000.00
SHERWIN-WILLIAMS	7136-2	08/27/2014	6682-5453-5	501.50.7100.512.60016	51.58
TOTAL CONSTRUCTION & EQUIP.	61223	08/27/2014	CIT001	501.50.7100.512.40042	1,872.88
Fund: 501 - WATER UTILITY FUND					8,903.52
ACE PAINT & HARDWARE	521125/5	08/27/2014	501126	503.52.8400.525.40041	47.95
COLLEGE CITY BEVERAGE	325812	08/27/2014	3592	503.52.8300.524.76150	565.00
DRAFT TECHNOLOGIES	08181404	08/27/2014	8/18/14	503.52.8300.524.40042	50.00
GRANDMA'S BAKERY	481987	08/27/2014	24400	503.52.8300.524.76050	39.56
GRANDMA'S BAKERY	482588	08/27/2014	24400	503.52.8300.524.76050	42.45
GRANDMA'S BAKERY	482884	08/27/2014	24400	503.52.8300.524.76050	32.52
GRANDMA'S BAKERY	483172	08/27/2014	24400	503.52.8300.524.76050	39.55
M. AMUNDSON LLP	179950	08/27/2014	902858	503.52.8300.524.76050	219.00
SHAMROCK GROUP	1817847	08/27/2014	07176	503.52.8300.524.76100	152.00
SHAMROCK GROUP	1818216	08/27/2014	07176	503.52.8300.524.76100	137.50
TDS METROCOM	8/13/14 651 457 3667	08/27/2014	651 457 3667	503.52.8500.526.50020	261.70
Fund: 503 - INVER WOOD GOLF COURSE					1,587.23
BOYER TRUCKS - PARTS DISTRIBUTION	881593X1	08/27/2014	C20390	603.00.5300.444.40041	205.10
COMMON SENSE BUILDING SERVICES,	34279	08/27/2014	AUGUST 2014	603.00.5300.444.40040	273.76
EMERGENCY AUTOMOTIVE TECHNOLO	AW080614-2	08/27/2014	8/12/14	603.00.5300.444.40041	287.70
FLEETPRIDE	63103531	08/27/2014	8/14/14	603.00.5300.444.40041	58.32
FLEETPRIDE	63111462	08/27/2014	8/14/14	603.00.5300.444.40041	6.25
FLEETPRIDE	62922135	08/27/2014	8/6/14	603.00.5300.444.40041	441.14
HEALTHEAST VEHICLE SERVICES	21027	08/27/2014	7/2/14	603.00.5300.444.80700	995.50
HEALTHEAST VEHICLE SERVICES	21028	08/27/2014	7/2/14	603.00.5300.444.80700	995.50
HOSE / CONVEYORS INC	00046601	08/27/2014	CIT300	603.00.5300.444.40041	1,374.12
L.T.G. POWER EQUIPMENT	179400	08/27/2014	5656	603.00.5300.444.40041	260.96
MN DEPT OF REVENUE	JULY 2014	08/25/2014	PETRO TAX JULY 2014	603.00.5300.444.60021	346.28
NAPA OF INVER GROVE HEIGHTS	389797	08/27/2014	11019	603.00.5300.444.40041	20.53
O'REILLY AUTO PARTS	1767-101138	08/27/2014	1578028	603.00.5300.444.40041	60.63
O'REILLY AUTO PARTS	1767-101144	08/27/2014	1578028	603.00.5300.444.40041	127.15
O'REILLY AUTO PARTS	1767-101284	08/27/2014	1578028	603.00.5300.444.40041	1.54
O'REILLY AUTO PARTS	1767-10325	08/27/2014	1578028	603.00.5300.444.40041	9.35
O'REILLY AUTO PARTS	1767-101493	08/27/2014	1578028	603.00.5300.444.40041	38.39
O'REILLY AUTO PARTS	1767-101644	08/27/2014	1578028	603.140.1450050	30.64
O'REILLY AUTO PARTS	1767-101671	08/27/2014	1578028	603.00.5300.444.40041	2.54
O'REILLY AUTO PARTS	1767-101688	08/27/2014	1578028	603.00.5300.444.40041	(1.54)
O'REILLY AUTO PARTS	1767-102159	08/27/2014	1578028	603.00.5300.444.60012	0.96
O'REILLY AUTO PARTS	1767-102204	08/27/2014	1578028	603.00.5300.444.60012	14.50
RED POWER DIESEL SERVICE, INC.	10936	08/27/2014	8/15/17	603.00.5300.444.40041	1,559.02
Fund: 603 - CENTRAL EQUIPMENT					7,108.34
ARCHETYPE SIGNMAKERS	53504	08/27/2014	6/30/14	605.00.7500.460.30700	140.00
COMMON SENSE BUILDING SERVICES,	34279	08/27/2014	AUGUST 2014	605.00.7500.460.40040	3,478.41
CULLIGAN	7/31/14 157-9850302	08/27/2014	157-98503022-8	605.00.7500.460.60011	59.35
ELECTRIC FIRE & SECURITY	333	08/27/2014	CIT800	605.00.7500.460.40040	298.00
FLUID INTERIORS LLC	10155.001	08/27/2014	88-00	605.00.7500.460.60040	221.25
LONE OAK COMPANIES	8/27/14 UTILITY BILL	08/27/2014	UTILITY BILLS	605.00.7500.460.50035	1,491.32
MINNESOTA ELEVATOR, INC	320217	08/27/2014	5395	605.00.7500.460.40040	232.60
Fund: 605 - CITY FACILITIES					5,920.93
TDS METROCOM	8/13/14 651 451 1944	08/27/2014	651 451 1944	606.00.1400.413.50020	245.53
Fund: 606 - TECHNOLOGY FUND					245.53
BAUER, CORA L	8/19/14	08/27/2014	REIMBURSE-CITY PICNIC	702.229.2290200	92.92
CLERK OF COURT	201254779	08/27/2014	BRADLEY MICHAEL PETERSON	702.229.2291000	200.00
CULLIGAN	7/31/14 157-9847324	08/27/2014	157-98473242-8	702.229.2286300	27.55
HEALTHEAST VEHICLE SERVICES	21032	08/27/2014	7/7/14	702.229.2291000	995.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	702.229.2283600	296.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	702.229.2283800	57.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	702.229.2291000	456.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	702.229.2297601	737.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	702.229.2303301	1,387.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	702.229.2303801	88.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	702.229.2304001	33.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	702.229.2304201	22.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	702.229.2304601	92.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	702.229.2304801	22.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	702.229.2305301	46.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	702.229.2305401	132.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	702.229.2305501	92.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	702.229.2305701	231.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	702.229.2305801	2,307.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	702.229.2306301	1,257.00
LEVANDER, GILLEN & MILLER P.A.	7/31/14 81000E	08/27/2014	81000E	702.229.2307001	152.00
PCI ROADS	PERMIT REFUND 14	08/27/2014	HYDRANT PERMIT REFUND	702.229.2294300	1,000.00
Fund: 702 - ESCROW FUND					9,722.97
Grand Total					1,159,966.95

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Pay Voucher No. 4, Final Compensating Change Order No. 2, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2012-07 – Bohrer Pond NW Pre-treatment Basin

Meeting Date: September 8, 2014
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

PK
ST *ST*

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Storm Water Utility Fund, SWCD Grant

PURPOSE/ACTION REQUESTED

Consider Final Pay Voucher No. 4, Final Compensating Change Order No. 2, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2012-07 – Bohrer Pond NW Pre-treatment Basin

SUMMARY

The improvements were ordered as part of the 2013 Improvement Program. The contract was awarded in the amount of \$284,792.00 to Sunram Construction, on August 26, 2013 for City Project No. 2012-07 Bohrer Pond NW Pre-treatment Basin

The contractor has completed the work through August 31, 2014 in accordance with the contract plans and specifications. Final Compensating Change Order No. 2 reconciles the contract quantities and the final actual quantities for the project.

Engineering recommend approval of Final Compensating Change Order No. 2 in the amount of (\$5,836.99) for a revised contract amount of \$281,970.89, approval of Final Payment Voucher No. 4 in the amount of \$14,098.54, Engineer's Report of Final acceptance and Resolution accepting work for City Project No. 2012-07 Bohrer Pond NW Pre-treatment Basin

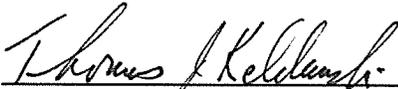
TJK/me
 Attachments: Final Compensating Change Order No. 2
 Final Pay Voucher No. 4
 Engineer's Report of Acceptance
 Resolution Accepting Work

FINAL COMPENSATING CHANGE ORDER NO. 2

City Project No. 2012-07
Bohrer Pond NW Pre-treatment Basin

<p>Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077</p> <p>Contractor: Sunram Construction, Inc. 20010 75th Avenue North Corcoran MN 55340</p>	<p>Date of Issuance: September 8, 2014</p> <p>Engineer: City of Inver Grove Heights</p>
<p>Purpose of Change Order: Final compensating amount to balance value of work completed and total payments made to the Contractor. Accounts for miscellaneous increases and decreases in contract quantities listed in Final Payment Voucher Form.</p>	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 284,792.00	Original Contract Time:
Previous Change Orders \$ 3015.88	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$ 287,807.88	Contract Time Prior to this Change Order
Net Decrease of this Change Order \$ 5,836.99	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$281,970.89	Contract Time with Approved Change Orders
Recommended	Approved
By: _____ Mike Edwards, Senior Engineering Technician	By: _____ Sunram Construction

Approved By:



Thomas J. Kaldunski,
City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action

September 8, 2014

**CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAY VOUCHER**

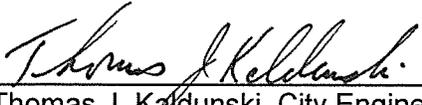
ESTIMATE NO: 4 (Four) Final
 DATE: September 8, 2014
 PERIOD ENDING: August 31, 2014
 CONTRACT: 2013 Improvement Program
 PROJECT NO: 2012-07 Bohrer Pond NW Pre-treatment Basin

TO: Sunram Construction
 20010 75TH Avenue North
 Corcoran, MN 55340

Original Contract Amount\$284,792.00
 Total Addition\$3,015.88
 Total Deduction\$5,836.99
 Total Contract Amount.....\$281,970.89
 Total Value of Work to Date..... \$281,970.89
 Less Retained (5%)..... \$0.00
 Less Previous Payment.....\$267,872.35
 Total Approved for Payment this Voucher..... \$14,098.54
 Total Payments including this Voucher.....\$281,970.89

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through August 31, 2014.

Signed by:  September 8, 2014
 Thomas J. Kaldunski, City Engineer

Signed by: _____ Date
 Sunram Construction

Signed by: _____ September 8, 2014
 George Tourville, Mayor

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2012-07
BOHRER POND NW PRE-TREATMENT BASIN

September 8, 2014

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract with Sunram Construction for City Project No. 2012-07 Bohrer Pond NW Pre-treatment Basin.

The contractor has completed the project in accordance with the contract.

It is recommended, herewith, that final payment be made for said improvements to the contractor in the amount as follows:

Original Contract Amount	\$284,792.00
Total Addition (Change Orders No. 1).....	\$3,015.88
Total Deduction (Change Order No. 2)	(\$5,836.99)
Total Contract Amount.....	\$281,970.89
Total Value of Work to Date.....	\$281,970.89
Less Previous Payment.....	\$267,872.35
Total Approved for Payment this Voucher	\$14,098.54
Total Payments including this Voucher	\$281,970.89

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

TJK/me

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION ACCEPTING WORK OF SUNRAM CONSTRUCTION AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$14,098.54**

**CITY PROJECT NO. 2012-07
BOHRER POND NW PRE-TREATMENT BASIN**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated August 26, 2013, Sunram Construction satisfactorily completed improvements and appurtenances for City Project No. 2012-07 – Bohrer Pond NW Pre-treatment Basin

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: That the work completed under this contract is hereby accepted and approved, and

BE IT FURTHER RESOLVED: That the Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

Adopted by the City Council of Inver Grove Heights this 8th day of September 2014.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

CITY PROJECT 2012-07

BOHRER POND NW PRETREATMENT BASIN

ITEM NO.	Mn/DOT NO.	ITEM DESCRIPTION	UNIT	EST. QUANTITY	QUANTITY TO DATE	UNIT PRICE	TOTAL ESTIMATED COST	TOTAL CONTRACT COST
1	2021.501	MOBILIZATION	LS	1	1	\$26,500.20	\$ 26,500.20	\$26,500.20
2	2563.601	TRAFFIC CONTROL	LS	1	0	\$250.00	\$ 250.00	\$0.00
3	2101.501	CLEARING	ACRE	2.4	2.4	\$3,360.00	\$ 8,064.00	\$8,064.00
4	2101.506	GRUBBING	ACRE	2.4	2.4	\$3,360.00	\$ 8,064.00	\$8,064.00
5	2105.501	COMMON EXCAVATION (P)	CY	5732	5732	\$9.80	\$ 56,173.60	\$56,173.60
6	SPECIAL	STEEL SHEET PILING (WEIR STRUCTURE) INCLUDES DESIGN	SF	2560	2560	\$44.00	\$ 112,640.00	\$112,640.00
7	2211.501	AGGREGATE BASE, CLASS 5 100% CRUSHED LIMESTONE	TON	120	90.61	\$20.80	\$ 2,496.00	\$1,884.69
8	2104.501	REMOVE SEWER PIPE STORM	LF	44	44	\$22.30	\$ 981.20	\$981.20
9	2104.521	SALVAGE SEWER PIPE STORM	LF	20	20	\$50.00	\$ 1,000.00	\$1,000.00
10	2501.571	INSTALL SALVAGED SEWER PIPE STORM	LF	20	20	\$75.00	\$ 1,500.00	\$1,500.00
11	2503.602	CONNECT TO EXISTING STORM SEWER	EA	1	1	\$3,000.00	\$ 3,000.00	\$3,000.00
12	2506.502	CONSTRUCT DRAINAGE STRUCTURE 72-4020	EA	1	1	\$7,600.00	\$ 7,600.00	\$7,600.00
13	2506.502	RECONSTRUCT MANHOLE	EA	1	1	\$2,485.00	\$ 2,485.00	\$2,485.00
14	2501.602	SALVAGE AND REINSTALL PIPE APRON	EA	3	3	\$1,485.00	\$ 4,455.00	\$4,455.00
15	2501.602	TRASH GUARD FOR 42" PIPE APRON	EA	1	1	\$1,600.00	\$ 1,600.00	\$1,600.00
16	2503.541	15" RC PIPE SEWER	LF	56	56	\$48.00	\$ 2,688.00	\$2,688.00
17	2501.515	15" RC PIPE APRON	EA	2	2	\$1,350.00	\$ 2,700.00	\$2,700.00
18	2511.501	RANDOM RIPRAP CL III	CY	88	103	\$91.00	\$ 8,008.00	\$9,373.00
19	2511.501	RANDOM RIPRAP CLIV	CY	51	52.66	\$102.00	\$ 5,202.00	\$5,371.32
20	2573.55	EROSION CONTROL SUPERVISOR	LS	1	1	\$1,200.00	\$ 1,200.00	\$1,200.00
21	2123.61	STREET SWEEPER (WITH PICK UP BROOM)	HR	10	0	\$175.00	\$ 1,750.00	\$0.00
22	2573.502	SILT FENCE (HEAVY DUTY)	LF	90	566	\$4.00	\$ 360.00	\$2,264.00
23	2573.505	FLOTATION SILT CURTAIN (WORK AREA TYPE)	LF	120	100	\$13.50	\$ 1,620.00	\$1,350.00
24	2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	1	0	\$800.00	\$ 800.00	\$0.00
25	2573.54	FILTER LOG TYPE COMPOST BIOROLL	LF	60	0	\$8.00	\$ 480.00	\$0.00
26	2575.55	BLOWN COMPOST AND SEED	SY	2000	1383	\$2.00	\$ 4,000.00	\$2,766.00
27	2575.56	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL (FLEXTERRA)	LB	5800	4050	\$1.90	\$ 11,020.00	\$7,695.00
28	2575.532	FERTILIZER TYPE 2	LB	100	0	\$1.15	\$ 115.00	\$0.00
29	2575.605	SEEDING, MNDOT MIX NO. 310	ACRE	0.36	0.3	\$4,000.00	\$ 1,440.00	\$1,200.00
30	2575.605	SEEDING, MNDOT MIX NO. 340	ACRE	1.65	1.6	\$4,000.00	\$ 6,600.00	\$6,400.00

	Total Estimated Cost	Total Contract Cost
Total:	\$ 284,792.00	\$ 278,955.01

Change Order 1:	\$ 3,015.88	\$ 3,015.88
Final Compensating Change Order 2	\$ (5,836.99)	

Contract Amount to Date:	\$ 281,970.89	
Contract Work Completed:		\$ 281,970.89
0% Retainage:		\$ -
Previous Payments:		\$ 267,872.35

Amount Due Payment 3:	\$ 14,098.54
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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading, Drainage and Utility Easement, and Easement Encroachment Agreements for a new home to be built at 4892 Boyd Avenue

Meeting Date: September 8, 2014
 Item Type: Consent
 Contact: Thomas J. Kaldunski, City Engineer
 Prepared by: Thomas J. Kaldunski, 651.450.2572
 Reviewed by: Scott D. Thureen, Public Works Director

	Fiscal/FTE Impact:
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Approve Custom Grading, Drainage and Utility Easement, and Easement Encroachment Agreements for a new home to be built at 4892 Boyd Avenue.

SUMMARY

The owners of 4892 Boyd Avenue are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

At the July 9, 2012 the City Council approved a request to vacate half of the 49th Street right of way which became the south 30 feet of this property. As a condition of the approval, the owner was required to provide a 40 foot drainage and utility easement over the area of vacated 49th Street right of way. The drainage and utility easement agreement being approved in this item fulfills the easement requirement and provides standard perimeter easements on the other lot lines. Due to the steep grade of the lot, tiered retaining walls are being constructed which extend into the easements. The encroachment agreement being approved in this item keeps this property in compliance with the City's obstruction policy. It also grants the City rights to give permission to the property owner to the north of 4892 Boyd Avenue to tie into the retaining walls within the easement when the property (PID No. 20-38700-00-191) is developed. The current property owner to the north, Richard Briguet, has submitted a letter granting permission to the builder of 4892 Boyd Avenue to perform grading on his lot as needed to tie into existing grades as shown in the approved plan.

The owners, Lawrence and Colleen Nava, have provided the required grading and erosion control plans and easement description. They have also signed the Custom Grading, Drainage and Utility Easement, and Easement Encroachment Agreements (attached). An engineering escrow of \$1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading and erosion control. The owner has applied for building permits for their proposed retaining walls and new home. They will provide a \$10,000 LOC or cash surety prior to issuance of the permits.

It is recommended that the City Council approve the Custom Grading, Drainage and Utility Easement, and Easement Encroachment Agreements for 4892 Boyd Avenue.

TJK/jds
 Attachments: Custom Grading Agreement
 Drainage and Utility Easement Agreement
 Easement Encroachment Agreement
 Letter from Richard Briguet

CUSTOM GRADING AGREEMENT
FOR
LOT 16 AND 17, JEFFERS SUBDIVISION OF LOTS 1 TO
5 INCLUSIVE, BLOCK 2 OF CARY I. WARRENS
ACRE LOTS NO. 1
INVER GROVE HEIGHTS, MINNESOTA
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT is made and entered into on the 8th day of September, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

WHEREAS, the Owner has applied to the City for approval of the Development Plans and a building permit for the Property;

WHEREAS, in conjunction with the granting of these approvals, the City requires that the Property be improved with grading, drainage and erosion control facilities and with landscaping;

WHEREAS, the Council has agreed to approve the Development Plans on the following conditions:

1. That the Owner enter into this Custom Grading Agreement, which contract defines the work which the Owner undertakes to complete; and
2. The Owner shall provide an irrevocable letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such Improvements within the period specified by the City.

WHEREAS, the Owner has filed four (4) complete sets of the Development Plans with the City;

WHEREAS, the Development Plans have been prepared by a registered professional engineer and have been approved by the Director of PWD.

NOW, THEREFORE, subject to the terms and conditions of this Custom Grading Agreement and in reliance upon the representations, warranties and covenants of the parties herein contained, the City and Owner agree as follows:

ARTICLE 1 **DEFINITIONS**

1.1 **TERMS.** The following terms, unless elsewhere defined specifically in the Custom Grading Agreement, shall have the following meanings as set forth below.

1.2 **CITY.** "City" means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 **OWNER.** "Owner" means Lawrence J. Nava Jr. and Colleen M. Nava, husband and wife, and their successors and assigns.

1.4 **DEVELOPMENT PLANS.** "Development Plans" means the Retaining Wall Profile (Sheets 1 and 2) dated August 22, 2014, prepared by Service Engineering identified in and attached to Appendix 1.

1.5 **CUSTOM GRADING AGREEMENT.** "Custom Grading Agreement" means this instant contract by and between the City and Owner.

1.6 **COUNCIL.** "Council" means the Council of the City of Inver Grove Heights.

1.7 **PWD.** "PWD" means the Public Works Department of the City of Inver Grove Heights.

1.8 **DIRECTOR OF PWD.** "Director of PWD" means the Director of the Public Works Department of the City of Inver Grove Heights and his delegates.

1.9 **COUNTY.** "County" means Dakota County, Minnesota.

1.10 **OTHER REGULATORY AGENCIES.** "Other Regulatory Agencies" means and includes the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Water Management Organization
- d.) State of Minnesota
- e.) Minnesota Department of Natural Resources
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Improvements.

1.11 **UTILITY COMPANIES.** "Utility Companies" means and includes the following:

- a.) utility companies, including electric, gas and cable
- b.) pipeline companies.

1.12 **PRIOR EASEMENT HOLDERS.** "Prior Easement Holders" means and includes all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred pursuant to this Custom Grading Agreement.

1.13 **IMPROVEMENTS.** "Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached Appendix 2.

1.14 OWNER DEFAULT. "Owner Default" means and includes any of the following or any combination thereof:

- a.) failure by the Owner to timely pay the City any money required to be paid under this Custom Grading Agreement;
- b.) failure by the Owner to timely construct the Improvements according to the Development Plans and the City standards and specifications;
- c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;
- d.) breach of the Owner Warranties.

1.15 FORCE MAJEURE. "Force Majeure" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

1.16 OWNER WARRANTIES. "Owner Warranties" means that the Owner hereby warrants and represents the following:

- A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform their obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform their obligations under this Custom Grading Agreement.
- B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on their behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.
- D. **FEE TITLE.** The Owner owns fee title to the Property.
- E. **WARRANTY ON PROPER WORK AND MATERIALS.** The Owner warrants all work required to be performed by them under this Custom Grading Agreement against defective material and faulty workmanship for a period of two (2) years after

its completion. During the warranty period the Owner shall be solely responsible for all costs of performing repair work required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the Owner to repair and correct and damage to or deficiency with respect to such improvements.

1.17 CITY WARRANTIES. "City Warranties" means that the City hereby warrants and represents as follows:

- A. **ORGANIZATION.** City is a municipal corporation duly incorporated and validly existing in good standing under the laws of the State of Minnesota.
- B. **AUTHORITY.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement.

1.18 FORMAL NOTICE. "Formal Notice" means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to City:
City of Inver Grove Heights
Attention: City Administrator
Inver Grove Heights City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Owner:
Lawrence J. Nava and Colleen M. Nava
2290 Ocala Court
Mendota Heights, MN 55120

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.19 PROPERTY. Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lots 16 and 17, Jeffers' Subdivision of Lots 1 to 5 inclusive, Block 2 of Cary I. Warren's Acre Lots No. 1, except the north 9.67 feet of Lot 17.

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

2.1. **APPROVAL OF DEVELOPMENT PLANS.** Subject to the terms and conditions of this Custom Grading Agreement, the recitals above, and all other applicable City Code provisions the City hereby approves the Development Plans.

2.2 **RECORDING.** This Custom Grading Agreement shall be recorded with the County Recorder within thirty (30) days from the date of this Custom Grading Agreement. No certificate of occupancy for the Property shall be issued unless the Owner shows evidence to the City that this Custom Grading Agreement has been recorded with the County Recorder.

ARTICLE 3
IMPROVEMENTS

3.1 **IMPROVEMENTS.** The Owner shall install, at its own cost, the Improvements in accord with the Development Plans. The Improvements shall be completed by the dates shown on Appendix 2, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this Custom Grading Agreement after expiration of time by which the Improvements are to be completed shall not waive or release any rights of the City; the City may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the Improvements are completed to the City's satisfaction.

3.2 **GROUND MATERIAL.** The Owner shall insure that adequate and suitable ground material shall exist in the areas of private driveways and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of removal, replacement or repair is the responsibility of the Owner.

3.3 **GRADING/DRAINAGE PLAN.** The Owner shall construct drainage facilities in accord with the Development Plans. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans.

3.4 **BOULEVARD AND AREA RESTORATION.** The Owner shall seed or lay cultured sod in all boulevards within 30 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the Owner shall remove the silt fences after grading and construction have occurred.

3.5 **STREET MAINTENANCE, ACCESS AND REPAIR.** The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Property resulting from the grading or building on the land within the Property by the Owner or their agents, and shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

3.6 **LANDSCAPING.** Site landscaping shall be in accordance with the Development Plans.

3.7 **PAVING OF DRIVEWAY.** The Owner must pave the driveway per City requirements.

3.8 **EROSION CONTROL.** The Owner shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Owner shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Owner shall be responsible for all damage caused as the result of grading and excavation within the Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until the Property is final graded and Improvements are completed. As a portion of the erosion control plan, the Owner shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 9. The Owner shall be financially responsible for payment for this extra work.

3.9 **GRADING/DRAINAGE PLAN AND EASEMENTS.** The Owner shall construct drainage facilities adequate to serve the Property in accord with the Development Plans. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Owner fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Owner in default pursuant to Article 9.

3.10 **AS BUILT INFORMATION.** One (1) copy, on polyester film, of the detailed record plan "as built" drawings of the Improvements shall be provided by the Owner in accord with City standards no later than 90 days after completion of the Improvements, unless otherwise approved in writing by the PWD.

Final as-built information shall be submitted in an electronic format compatible with the CITY'S Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF or .PDF files on compact disk. Note: All corrected links, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

ARTICLE 4 **OTHER PERMITS**

4.1 **PERMITS.** The Owner shall obtain all necessary approvals, permits and licenses

from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion and incorporated into the Development Plans. All costs incurred to obtain the approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the Owner to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Owner. The Owner shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of the Owner.

ARTICLE 5
RESPONSIBILITY FOR COSTS

5.1 **IMPROVEMENT COSTS.** The Owner shall pay for the Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.

5.2 **CITY MISCELLANEOUS EXPENSES.** The Owner shall reimburse the City for all engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Custom Grading Agreement. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

5.3 **ENFORCEMENT COSTS.** The Owner shall pay the City for costs incurred in the enforcement of this Custom Grading Agreement, including engineering and attorneys' fees.

5.4 **TIME OF PAYMENT.** The Owner shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 6
OWNER WARRANTIES

6.1 **STATEMENT OF OWNER WARRANTIES.** The Owner hereby makes and states the Owner Warranties.

ARTICLE 7
CITY WARRANTIES

7.1 **STATEMENT OF CITY WARRANTIES.** The City hereby makes and states the City Warranties.

ARTICLE 8
INDEMNIFICATION OF CITY

8.1 **INDEMNIFICATION OF CITY.** Owner shall indemnify, defend and hold the

City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the Owner of the Owner Warranties;
- b.) failure of the Owner to timely construct the Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;
- d.) failure by the Owner to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the Owner to pay for materials;
- f.) approval by the City of the Development Plans;
- g.) failure to obtain the necessary permits and authorizations to construct the Improvements;
- h.) construction of the Improvements;
- i.) delays in construction of the Improvements;
- j.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Improvements.

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

9.1 **CITY REMEDIES.** If an Owner Default occurs that is not caused by Force Majeure, the City shall give the Owner Formal Notice of the Owner Default and the Owner shall have ten (10) business days to cure the Owner Default. If the Owner, after Formal Notice to it by the City, does not cure the Owner Default within ten (10) business days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Custom Grading Agreement;
- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 10 hereof;
- c.) the City may suspend or deny building and occupancy permits for buildings within the Property;

- d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

9.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this Custom Grading Agreement is breached by the Owner and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

9.3 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Custom Grading Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the Formal Notice.

9.4 EMERGENCY. Notwithstanding the requirement contained in Section 9.1 hereof relating to Formal Notice to the Owner in case of a Owner Default and notwithstanding the requirement contained in Section 9.1 hereof relating to giving the Owner a ten (10) business day period to cure the Owner Default, in the event of an emergency as determined by the Director of PWD, resulting from the Owner Default, the City may perform the work or improvement to be performed by the Owner without giving any notice or Formal Notice to the Owner and without giving the Owner the ten (10) day period to cure the Owner Default. In such case, the Owner shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City.

ARTICLE 10 **ESCROW DEPOSIT**

10.1 ESCROW REQUIREMENT. Contemporaneously herewith, the Owner shall deposit with the City an irrevocable letter of credit, or cash deposit for the amount of \$10,000 ("Escrow Amount").

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2016. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2016, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit

shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to an Owner Default, for any of the following reasons:

- a.) an Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2016.

The City shall use the escrow proceeds to reimburse the City for its costs and to cause the Improvements to be constructed to the extent practicable; after the Director of PWD determines that such Improvements have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 10.2, the remaining proceeds shall be distributed to Owner.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 10.2 from time to time as financial obligations are paid.

10.2 ESCROW RELEASE AND ESCROW INCREASE.

Periodically, upon the Owner's written request and upon completion by the Owner and acceptance by the City of any specific Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.17 hereof; in the alternative, the Owner may post a bond satisfactory to the City with respect to the final ten percent (10%).

10.3 ENGINEERING ESCROW AMOUNT. In addition, the Owner shall deposit \$1,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Development Plans, the Improvements, and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

The Engineering Escrow Amount shall also be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping on the Owner Property in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Owner any remaining Engineering Escrow Amount when all the following events have occurred:

- a.) all of the landscaping and vegetation has been established to the sole satisfaction of the City.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$1,500 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 11 MISCELLANEOUS

11.1 CITY'S DUTIES. The terms of this Custom Grading Agreement shall not be considered an affirmative duty upon the City to complete any Improvements.

11.2 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the City under this Custom Grading Agreement.

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

11.4 RECORDING. Within 30 days from the date of this Custom Grading Agreement, the Custom Grading Agreement shall be recorded by the Owner with the County Recorder and the Owner shall provide and execute any and all documents necessary to implement the recording.

11.5 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable Custom Grading Agreement shall run with the Property and shall be binding upon the heirs, successors, administrators and assigns of the Owner. This Custom Grading Agreement shall also apply to all after-acquired title of the Owner in the Property.

11.6 ASSIGNMENT. The Owner may not assign this Custom Grading Agreement without the written permission of the Council. The Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Property.

11.7 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this Custom Grading Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Custom Grading Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Custom Grading Agreement, waive compliance by another with any of the covenants contained in this Custom Grading Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Custom Grading Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Custom Grading Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

11.8 **GOVERNING LAW.** This Custom Grading Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

11.9 **COUNTERPARTS.** This Custom Grading Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

11.10 **HEADINGS.** The subject headings of the paragraphs and subparagraphs of this Custom Grading Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

11.11 **INCONSISTENCY.** If the Development Plans are inconsistent with the words of this Custom Grading Agreement or if the obligation imposed hereunder upon the Owner are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Owner shall prevail.

11.12 **ACCESS.** The Owner hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City during the installation of Improvements.

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Custom Grading Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

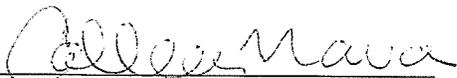
On this 8th day of September, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:



Lawrence J. Nava Jr.



Colleen M. Nava

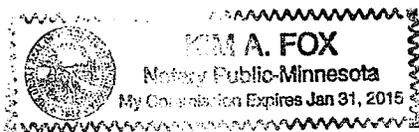
STATE OF MINNESOTA)

)

ss.

COUNTY OF DAKOTA)

On this 3rd day of September, 2014, before me a Notary Public within and for said County, personally appeared Lawrence J. Nava Jr. and Colleen M. Nava, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.



Notary Public

THIS INSTRUMENT DRAFTED BY:

LeVander, Gillen, & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

AFTER RECORDING, PLEASE

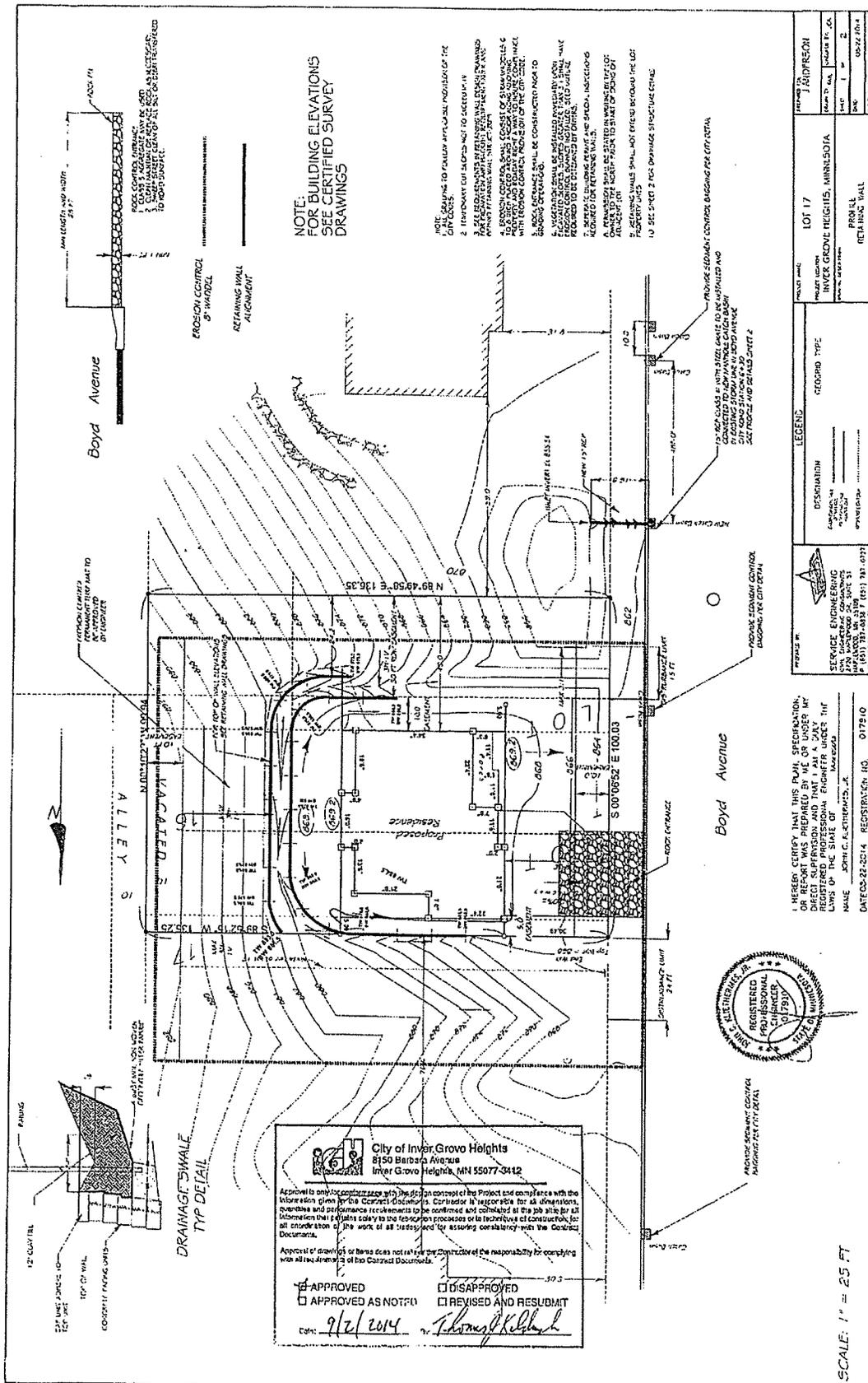
RETURN DOCUMENT TO:

LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Retaining Wall Profile (Sheets 1 and 2)	8-22-14	Service Engineering

The above-listed plan was approved by the City Engineer on September 2, 2014.



NOTE:
 FOR BUILDING ELEVATIONS
 SEE CERTIFIED SURVEY
 DRAWINGS

- NOTE: DRAWING TO FOLLOW APPROVAL INDICATION OF THE CITY ENGINEER
1. PERMANENT EOT SLOPES NOT TO EXCEED 4%.
 2. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
 3. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
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 10. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

PROJECT NO.	LOT 17
PROJECT NAME	INVER GROVE HEIGHTS, MINNESOTA
DATE	08/22/2014
SCALE	1" = 25'
PROJECT LOCATION	8150 BARABARA AVENUE, INVER GROVE HEIGHTS, MN 55077-3412

DESIGNER	STEVENS ENGINEERING
DATE	08/22/2014
SCALE	1" = 25'
PROJECT NO.	14141
PROJECT NAME	INVER GROVE HEIGHTS, MINNESOTA
DATE	08/22/2014
SCALE	1" = 25'

LEGEND

PROPOSED SEWER CONTROL BEGINNING PER CITY ACTA

PROPOSED STORMWATER MANAGEMENT PER CITY ACTA

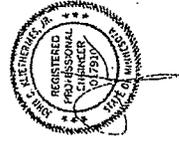
PROPOSED SEWER CONTROL BEGINNING PER CITY ACTA

PROPOSED STORMWATER MANAGEMENT PER CITY ACTA

REGISTERED PROFESSIONAL ENGINEER
 STATE OF MINNESOTA
 LICENSE NO. 14141
 NAME: JOHN C. KETTERWICH, A.E.
 DATE: 08/22/2014
 REGISTRATION NO.: 017910

I, JEREMY CERRY, BEING THE PUBLIC REPRESENTATION OR REPRESENTATIVE OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, DO HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A JARLY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

NAME: JOHN C. KETTERWICH, A.E.
 DATE: 08/22/2014
 REGISTRATION NO.: 017910



City of Inver Grove Heights
 8150 Barabara Avenue
 Inver Grove Heights, MN 55077-3412

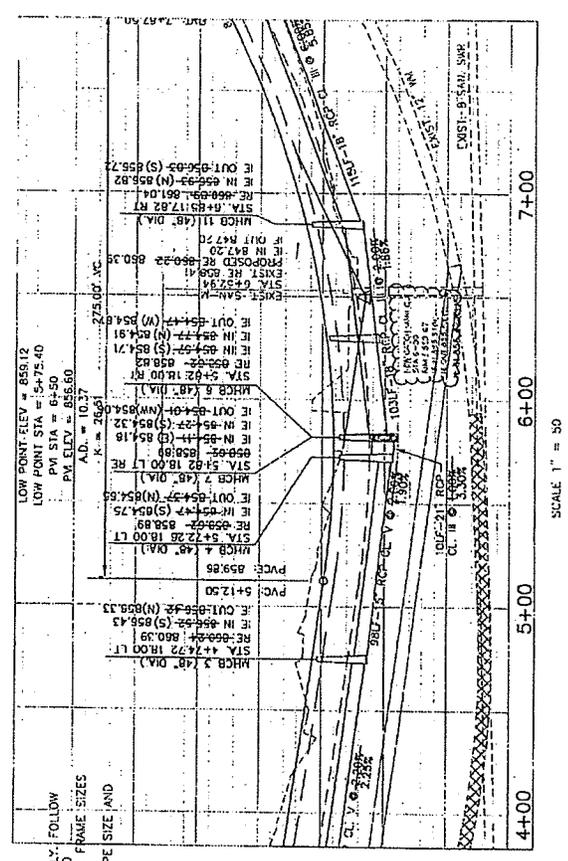
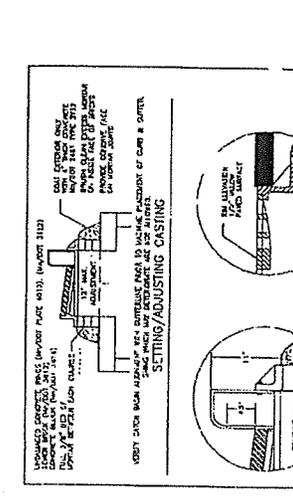
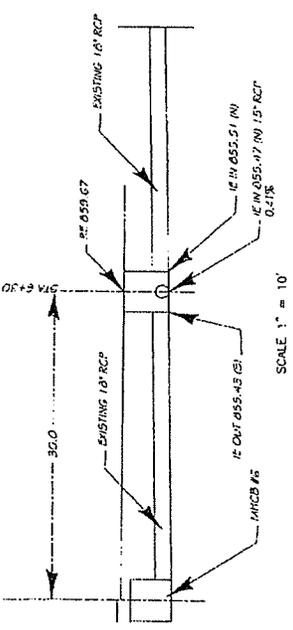
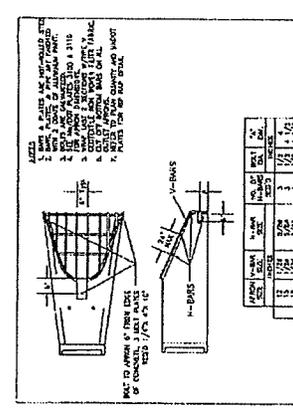
Approval of drawings or items does not relieve the contractor of the responsibility for complying with all requirements of the Contract Documents.

Approval of drawings or items does not relieve the contractor of the responsibility for complying with all requirements of the Contract Documents.

APPROVED DISAPPROVED
 APPROVED AS NOTED REVISED AND RESUBMIT

DATE: 9/2/2014 BY: [Signature]

SCALE: 1" = 25'



LOW POINT ELEV. = 858.12
 LOW POINT STA. = 5+75.40
 PVI STA. = 5+50
 PVI ELEV. = 858.80
 A.D. = 10.37
 K = 2601
 275.00' VC

NOTES:
 1. DETAILS PROVIDED FOR INFORMATION ONLY. FOLLOW CITY OF RIVER GROVE SPECIFIC DETAILS AND REQUIREMENTS FOR APPROVED GRILES AND FRAME SIZES PER CITY STANDARD PLATES.
 2. SEE PLAN SHEET 1 FOR NEW STORM PIPE SIZE AND INLET INVERT ELEVATION.

PROJECT NO.	LOT 17
PROJECT NAME	DAVE GROVE HEIGHTS, MINNESOTA
OWNER	DAVE GROVE HEIGHTS, MINNESOTA
DATE	11/11/11
SCALE	1" = 30'
DATE	11/11/11
PROJECT	RETAINING WALL
DATE	11/11/11

LEGEND

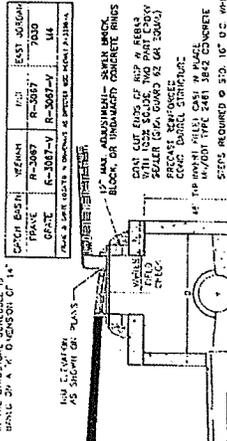
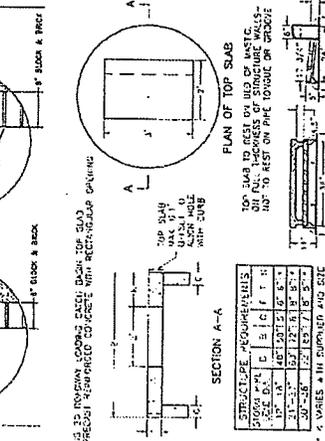
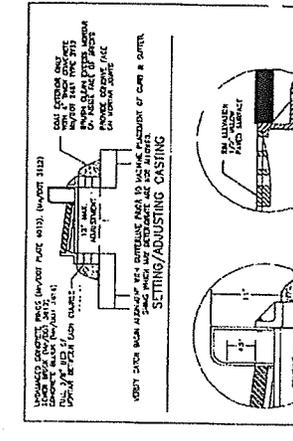
DESCRIPTION

RECORD TYPE

SEAVEL ENGINEERING
 1775 UNIVERSITY AVENUE, SUITE 200
 RIVER GROVE, IL 60171
 PHONE: (630) 395-1100
 FAX: (630) 395-1101
 WWW: SEAVEL.COM

REGISTERED PROFESSIONAL ENGINEER
 STATE OF MINNESOTA
 LICENSE NO. 017919
 NAME: JAMES C. HARTMAN, JR.
 DATE: 02-22-2014
 REGISTRATION NO.: 017919

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 JAMES C. HARTMAN, JR.
 DATE: 02-22-2014
 REGISTRATION NO.: 017919



SECTION A-A

STRUCTURE REQUIREMENTS:
 1. 18\"/>

SECTION B-B

18\"/>

SECTION C-C

18\"/>

APPENDIX 2
IMPROVEMENTS

The items checked with an "X" below are the Improvements.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
<u>X</u>	Prior to obtaining building permit	grading, drainage, and sediment & erosion control
<u>X</u>	Prior to Certificate of Occupancy	As-built Certificate of Survey
<u>X</u>	Within 6 months after Certificate of Occupancy	landscaping

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 8th day of September, 2014, between Lawrence J. Nava Jr. and Colleen M. Nava (hereinafter referred to as “Landowner”) and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter “**Landowner’s Property**”).

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto (hereinafter “**Permanent Easement**”) under, over, across, through and upon the real properties legally described on **Exhibit B** (hereinafter the “**Permanent Easement Areas**”) attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Areas.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Areas to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Permanent Easement Areas at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Areas, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Areas trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Areas; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Areas as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Areas or the Landowner's Property prior to the date hereof.

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

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Areas described on Exhibit B and that they have good right to grant and convey the Permanent Easement herein to the City.

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of September, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

All of Lot 16 and 17, JEFFERS SUBDIVISION OF LOTS 1 TO 5 INCLUSIVE, BLOCK 2 OF CARY I. WARREN'S ACRE LOTS NO. 1, except the north 9.67 feet of Lot 17;

Together with that portion of the vacated public street dedicated as Cary Avenue (a.k.a. 49th Street East) on the recorded plat of JEFFERS SUBDIVISION OF LOTS 1 TO 5 INCLUSIVE, BLOCK 2 OF CARY I. WARREN'S ACRE LOTS NO. 1 described as follows:

Beginning at the Southwest Corner of Lot 16, JEFFERS SUBDIVISION OF LOTS 1 TO 5 INCLUSIVE, BLOCK 2 OF CARY I. WARREN'S ACRE LOTS NO. 1, thence easterly along the southerly line of Lot 16 on an assumed bearing of North 89°49'58" East, a distance of 135.32 feet; thence South 00°10'22" East, a distance 30 feet; thence South 89°49'58" West a distance of 135.35 feet; thence North 00°06'52" West to the point of beginning.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREAS

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto under, over, across, through and upon the following real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota:

The south 5.00 feet of the north 14.67 feet of Lot 17, JEFFERS' SUBDIVISION OF LOTS 1 TO 5 INCLUSIVE, BLOCK 2 OF CARY I. WARREN'S ACRE LOTS NO. 1, according to the recorded plat thereof, Dakota County, Minnesota.

AND

The south 10.00 feet of Lot 16, JEFFERS' SUBDIVISION OF LOTS 1 TO 5 INCLUSIVE, BLOCK 2 OF CARY I. WARREN'S ACRE LOTS NO. 1, according to the recorded plat thereof, Dakota County, Minnesota.

AND

The west 10.00 feet of Lot 16, JEFFERS' SUBDIVISION OF LOTS 1 TO 5 INCLUSIVE, BLOCK 2 OF CARY I. WARREN'S ACRE LOTS NO. 1, except the south 10.00 feet of the west 10.00 feet of Lot 16, JEFFERS' SUBDIVISION OF LOTS 1 TO 5 INCLUSIVE, BLOCK 2 OF CARY I. WARREN'S ACRE LOTS NO. 1, according to the recorded plat thereof, Dakota County, Minnesota.

AND

The west 10.00 feet of Lot 17, JEFFERS' SUBDIVISION OF LOTS 1 TO 5 INCLUSIVE, BLOCK 2 OF CARY I. WARREN'S ACRE LOTS NO. 1, except the south 5.00 feet of the north 14.67 feet of the west 10.00 feet of Lot 17, JEFFERS' SUBDIVISION OF LOTS 1 TO 5 INCLUSIVE, BLOCK 2 OF CARY I. WARREN'S ACRE LOTS NO. 1, according to the recorded plat thereof, Dakota County, Minnesota.

AND

The west 10.00 feet of the vacated alley adjacent to the easterly boundary line of Lot 16 and adjacent to the easterly boundary line of Lot 17 except the north 9.67 feet, JEFFERS' SUBDIVISION OF LOTS 1 TO 5 INCLUSIVE, BLOCK 2 OF CARY I. WARREN'S ACRE LOTS NO. 1, according to the recorded plat thereof, Dakota County, Minnesota.

AND

That portion of the vacated public street dedicated as Cary Ave. (a.k.a. 49th Street East) on the recorded plat of JEFFERS SUBDIVISION OF LOTS 1 TO 5 INCLUSIVE, BLOCK 2 OF CARY I. WARREN'S ACRE LOTS NO. 1 described as follows:

Beginning at the Southwest Corner of Lot 16, of JEFFERS SUBDIVISION OF LOTS 1 TO 5 INCLUSIVE, BLOCK 2 OF CARY I. WARREN'S ACRE LOTS NO. 1, thence easterly along the southerly line of Lot 16 on an assumed bearing of North 89°49'58" East, a distance of 135.32 feet; thence South 00°10'22" East, a distance 30 feet; thence South 89°49'58" West a distance of 135.35 feet; thence North 00°06'52" West to the point of beginning.

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 16 AND 17, JEFFERS SUBDIVISION OF LOTS 1 TO 5 INCLUSIVE,
BLOCK 2 OF CARY I. WARRENS ACRE LOTS NO. 1,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 16 AND 17, JEFFERS SUBDIVISION OF LOTS 1 TO 5 INCLUSIVE, BLOCK 2 OF CARY I. WARRENS ACRE LOTS NO. 1, (Agreement) is made this 8th day of September, 2014, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Lawrence J. Nava Jr. and Colleen M. Nava, husband and wife (hereafter collectively referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1
TERMS**

1.1 Terms. Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

1.2 City. “City” means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 Subject Land. “Subject Land” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lots 16 and 17, Jeffers’ Subdivision of Lots 1 to 5 inclusive, Block 2 of Cary I. Warren’s Acre Lots No. 1, except the north 9.67 feet of Lot 17.

1.4 City Easement. “City Easement” means the following easement located on the Subject Land:

The permanent drainage and utility easement dedicated on the recorded plat of Jeffers’ Subdivision of Lots 1 to 5 inclusive, Block 2 of Cary I. Warren’s Acre Lots No. 1; and the permanent utility and drainage easement

granted to the City by document dated September 8, 2014 recorded as Dakota County Document No. _____.

1.5 Landowner. “Landowner” means Lawrence J. Nava Jr. and Colleen M. Nava, husband and wife, and their assigns and successors in interest with respect to the Subject Land.

1.6 Formal Notice. “Formal Notice” means notice given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage prepaid, addressed as follows:

IF TO CITY: City of Inver Grove Heights
Attention: Director of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER: Lawrence J. Nava Jr. and Colleen M. Nava
2290 Ocala Court
Mendota Heights, MN 55120

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.7 Landowner Improvements. “Landowner Improvements” means the retaining wall located on the Subject Land in the City Easement.

1.8 City Easement Improvements. “City Easement Improvements” means all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.

1.9 Construction Plan. “Construction Plan” means the Retaining Wall Profile (Sheets 1 and 2) dated August 22, 2014 prepared by Service Engineering attached as **Exhibit A** which identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

1.10 City Utility Costs. “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and attorneys’ fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

1.11 Pre-Encroachment Costs. “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Utility Costs if the Landowner Improvements did not exist.

1.12 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner Improvements. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Landowners. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2
RECITALS

Recital No. 1. The undersigned Landowner is the fee title owner of the Subject Land located in Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

Recital No. 3. Landowner has requested permission from the City to construct the Landowner Improvements within the City Easement for the benefit of the Subject Land.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be retained and placed within the City Easement if the following conditions are met:

- a.) The Landowner maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR THEMSELVES, AND THEIR SUCCESSORS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at Landowner’s own cost, is hereby authorized by the City to construct the Landowner Improvements within the City Easement.

The Landowner Improvements shall only be placed at the location specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

The Landowner shall not place any other structures, irrigation systems, buildings, or fences within the City Easement, except for the Landowner Improvements.

The Landowner, at Landowner's expense, shall maintain and repair the Landowner Improvements.

The Landowner shall comply with all required City setbacks per the attached Construction Plan.

3.2 City Not Responsible For Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3 Continuing Right To City Easement. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Easement.

3.4 Subordinate Position Of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the City Easement and in the City Easement Improvements.

3.5 Risk Of Loss. The Landowner understands and agrees that the Landowner Improvements within the City Easement may be adversely affected by use of the City Easement. The parties agree that the City is not responsible for such events; the City shall have no liability to the Landowner for such events. The Landowner assumes the risk of installing the Landowner Improvements in the City Easement area.

3.6 Landowner To Bear Cost Of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing, the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under

Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at Landowner's own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

3.10 Remedies. If the Landowner fails to perform their obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The

Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Land.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.11 Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

- a.) The Landowner Improvements;
- b.) Installation and maintenance of the Landowners Improvements;
- c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Easement for Landowner Improvements.

3.12 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

3.13 No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

3.14 Recording. The City may record this Agreement with the Dakota County Recorder.

3.15 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the heirs, successors, administrators and assigns of the parties.

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

3.16 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by

another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

3.17 Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

3.18 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

3.19 Headings. The subject headings of the sections this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

ARTICLE 4 **CONTINUITY OF RETAINING WALL**

4.1 Continuity of Retaining Wall. Landowner agrees that if the adjacent property owner to the north of Landowner Property constructs a retaining wall on the adjacent property, the Landowner will grant permission to the adjacent property owner to connect and tie the existing retaining wall on the Landowner Property to the retaining wall segment being built on the adjacent property. Landowner agrees that this connection and tie in will provide continuity to the retaining wall.

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IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

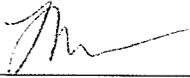
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

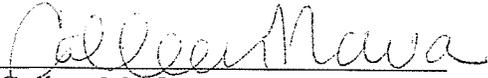
On this 8th day of September, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER



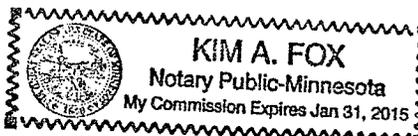
Lawrence J. Nava Jr.



Colleen M. Nava

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 3rd day of September, 2014, before me a Notary Public within and for said County, personally appeared Lawrence J. Nava Jr. and Colleen M. Nava, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

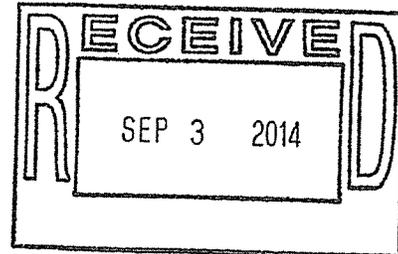
 

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

Richard J. Briguet
7245 Bancroft Way E.
Inver Grove Heights, MN 55077-3114
651-451-8821



Sept 3, 2014

City of Inver Grove Heights
Office of the City Engineer
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3412

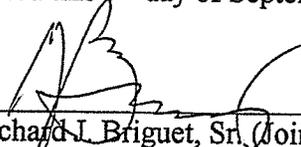
JK Anderson Builders, Inc. BL#BC002326
10887A Oak Grove Circle
Woodbury, MN 55129

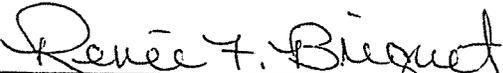
RE: PID# 20-38700-00-170 (Lawrence J, Jr & Colleen Nava) Property #1
PID# 20-38700-00-191 (Richard J & Renee F. Briguet) Property #2

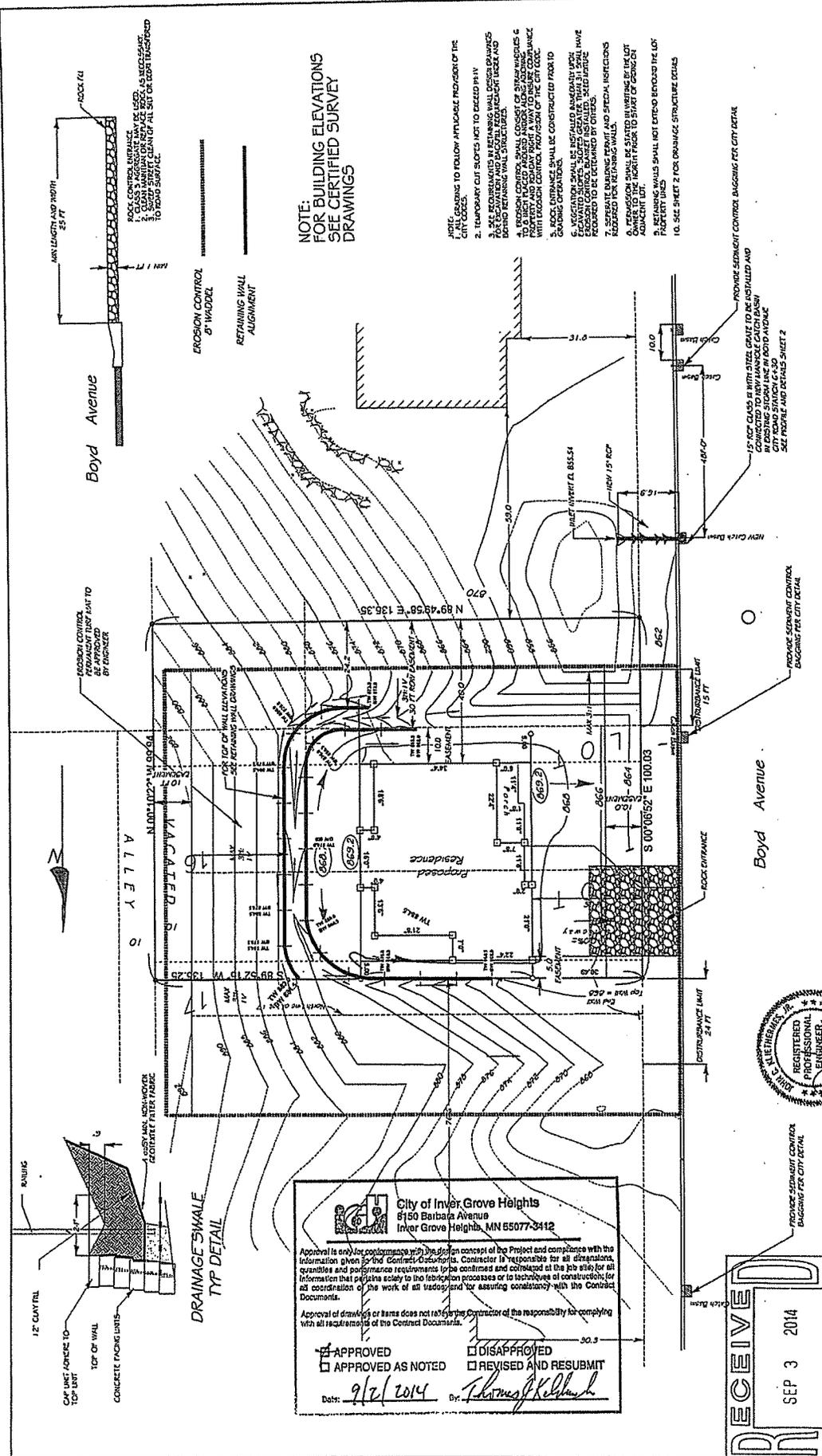
To Whom It May Concern:

This will serve as authorization to allow the grading of earth to and from Property #2, in accordance with the specifications and limitations within the approved plan dated and recorded September 2, 2014, by the IGH City Engineer's office, as it applies to the proposed improvement(s) on and to Property #1. (See attached.)

Dated this 3rd day of September, 2014.


Richard J. Briguet, Sr. (Joint Owner of Property #2)


Renee F. Briguet (Joint Owner of Property #2)



NOTE:
FOR BUILDING ELEVATIONS
SEE CERTIFIED SURVEY
DRAWINGS

1. WALL GRADIENTS TO FOLLOW APPLICABLE PROVISIONS OF THE CITY CODES.
2. TEMPORARY CUT SLOPES NOT TO EXCEED 3:1 V:H.
3. ALL REQUIREMENTS IN RETAINING WALL CONSTRUCTION AND FINISHING SHALL BE IN ACCORDANCE WITH THE CITY CODES AND THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
4. EROSION CONTROL SHALL CONSIST OF STABILIZED SOILS, VEGETATION, AND OTHER MEASURES AS NECESSARY TO PREVENT EROSION AND TO MAINTAIN A SAFE AND SOUND ADJACENT LOT.
5. ROCK ENTRANCES SHALL BE CONSTRUCTED PER DETAIL 2.
6. VEGETATION SHALL BE INSTALLED IMMEDIATELY UPON COMPLETION OF THE RETAINING WALL. ALL PLANTS SHALL BE PLANTED AT A DEPTH OF 18 INCHES TO 24 INCHES BELOW THE FINISH GRADE TO BE MAINTAINED BY THE CONTRACTOR.
7. SEPARATE BUILDING PERMIT AND SPECIAL INSPECTIONS REQUIRED FOR RETAINING WALLS.
8. ALL RETAINING WALLS SHALL NOT EXCEED 25 FEET IN HEIGHT PER DETAIL 2.
9. SEE SHEET 2 FOR DRAINAGE STRUCTURE DETAILS.

PROJECT NAME	LOT 17
OWNER	INVER GROVE HEIGHTS, MINNESOTA
DESIGNATION	RETAINING WALL
DATE	1/1/14
SCALE	1" = 25'
PROJECT NO.	08-22-2014
DATE	7/27/2014

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

NAME: JOHN C. NIETHAMER, JR.
REGISTRATION NO.: 017910
DATE: 05-22-2013



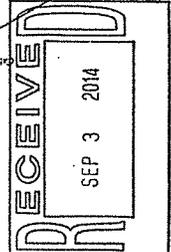
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3412

Approval is only for compliance with the concept of the Project and compliance with the information given in the Contract Documents. Contractor is responsible for all dimensions, quantities and performance requirements to be confirmed and controlled at the job site for all information that pertains solely to the fabrication processes or to techniques of construction; for all coordination of the work of all trades and for assuring compliance with the Contract Documents.

Approval of drawings or items does not relieve the Contractor of the responsibility for complying with all requirements of the Contract Documents.

APPROVED
 APPROVED AS NOTED
 DISAPPROVED
 REVISED AND RESUBMIT

Date: 9/2/2014 By: Thomas J. Kellogg



SCALE: 1" = 25 FT

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Joint Powers Agreement (JPA) with Dakota County for the Preliminary Engineering and Final Design for City Project No. 2014-11 – Argenta Trail at Trunk Highway 55

Meeting Date: September 8, 2014
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Local Improvement Fund

PURPOSE/ACTION REQUESTED

Consider resolution approving Joint Powers Agreement with Dakota County for the preliminary engineering and final design for City Project No. 2014-11 – Argenta Trail at Trunk Highway 55.

SUMMARY

The subject joint powers agreement (JPA) defines the division of responsibility between Dakota County and Inver Grove Heights with regard to the completion of preliminary engineering and final design for City Project No. 2014-11. This project will result in an improved configuration of the intersection of Argenta Trail (County State Aid Highway 28/63) and Trunk Highway 55, with improved turn lanes and a permanent traffic signal system. The design will consider the location of a potential future interchange at this intersection to insure that ramp locations work with the local connecting streets and provide for a cost-effective transition from intersection to interchange. Argenta Trail will be designed as a four-lane divided highway (from the end of the current four-lane section located south and west of the intersection with T.H. 55, to a point approximately 600 feet south of 70th Street. See Exhibit 1. The design will identify right-of-way needs for the project, allowing final decisions to be made concerning the development of, and access to, adjacent parcels.

This project is in the City's CIP. Funding of the City's share of the feasibility study, preliminary engineering and final design (estimated to be \$180,000) is recommended to come from the Local Improvement Fund. I recommend that the City Council adopt this resolution approving the JPA

SDT/kf

Attachments: Resolution
 JPA
 Exhibit 1

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO A
JOINT POWERS AGREEMENT WITH DAKOTA COUNTY FOR PRELIMINARY
ENGINEERING AND FINAL DESIGN FOR CITY PROJECT NO. 2014-11

RESOLUTION NO. _____

WHEREAS, the City of Inver Grove Heights and Dakota County desire to complete a study to identify an alignment for Argenta Trail (CSAH 28/63) from the current intersection of Argenta Trail and CSAH 28 (located south and west of the intersection of CSAH 28 and TH 55) to a pont approximately 600 feet south of 70th Street (CSAH 26); and

WHEREAS, the study will include the design of improvements to the intersection of Argenta Trial (CSAH 28/63) and TH 55, to include turn lanes, a permanent traffic signal system and consider the location of a potential future interchange layout as part of said design.

NOW, THEREFORE, BE IT RESOLVED that the City of Inver Grove Heights enter into an agreement with Dakota County that defines the sharing of costs and the responsibilities of the two entities.

BE IT FURTHER RESOLVED, that the proper City officers be and hereby are authorized to execute such agreement, and thereby assume for an on behalf of the City all of the contractual obligations contained therein.

BE IT FURTHER RESOLVED, that the City's share of the study costs shall be funded using Local Improvement Funds.

BE IT FURTHER RESOLVED, that the City shall utilize the results of the preliminary engineering to prepare a feasibility study for the project.

Approved by the City Council of Inver Grove Heights this 8th day of September 2014

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

JOINT POWERS AGREEMENT FOR
PRELIMINARY ENGINEERING AND FINAL DESIGN STUDY

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY PROJECT NO. 63-25

CITY OF INVER GROVE HEIGHTS PROJECT NO. 2014-11

SYNOPSIS: Dakota County Transportation Department and the City agree to conduct a feasibility study, preliminary engineering, and final design for the construction of the 4-lane divided section extension of County State Aid Highway (CSAH) 28 from south of Trunk Highway (TH) 55 through the TH 55 intersection, to south of CSAH 26 (70th Street). The alignment of new CSAH 63 between CSAH 28 and CSAH 26 will consider the potential for a future interchange at the intersection of TH 55. Improvements necessary at the intersection include turn lanes on all approaches, and the installation of a permanent signal system. The extension of future CSAH 28 (Amana Trail) from its current location approximately ½ mile west of TH 3 will connect with new CSAH 63 at a location that considers future potential ramp location in Inver Grove Heights, Dakota County.

THIS AGREEMENT, made and entered into by and between the County of Dakota, referred to in this Agreement as "the County"; and the City of Inver Grove Heights, referred to in this Agreement as "the City"; and witnesses the following:

WHEREAS, under MINNESOTA STATUTES §§ 162.17, subd. 1 and 471.59, subd. 1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, it is considered mutually desirable to conduct a feasibility study and provide preliminary design to develop the County State Aid Highway (CSAH) 63 (Argenta Trail) corridor from south of Trunk Highway (TH) 55 to south of County State Aid Highway (CSAH) 26 (70th Street) with the potential for a future interchange at the intersection of TH 55 in Inver Grove Heights, Dakota County (the "Project"); and

WHEREAS, the County and the City require professional services as set forth in this Agreement to conduct the feasibility study and provide preliminary design to determine and identify a preferred alternative for the reconstruction of the CSAH 63 corridor from south of TH 55 to south of CSAH 26 (70th Street) with the potential for a future interchange at the intersection of TH 55 in Inver Grove Heights, Dakota County.

WHEREAS, it is considered mutually desirable for the City upon completion of the preliminary engineering to contract for the final engineering design for the County State Aid Highway (CSAH) 63 (Argenta Trail) corridor from south of Trunk Highway (TH) 55 to south of County State Aid Highway (CSAH) 26 (70th Street) in Inver Grove Heights, Dakota County (the "Project"); and

NOW, THEREFORE, it is agreed that the County and the City will share Project responsibilities and jointly participate in the Project costs associated with the Feasibility study, preliminary design engineering, and final design engineering and related activities as described in the following sections:

1. Administration. The City will enter into and administer the contract with a consulting engineer, and will coordinate the preliminary engineering work of the consulting engineer with the County. Upon completion of preliminary design, it is anticipated that the City will contract for the final design engineering. Subject to the requirements of Section 10, below, the County and the City shall each retain final decision-making authority within their respective areas of responsibility.

2. Preliminary Engineering. Preliminary engineering shall be defined as engineering work completed through preliminary layouts, which includes, but is not limited to:

- a. Surveying and Mapping
- b. Engineering Studies and Reports
- c. Public Involvement Process
- d. Environmental Reports
- e. Traffic evaluation of various alternatives
- f. Preliminary Layouts (including Level 1 Layout as required by MnDOT)

The City and the County shall divide the cost of the preliminary engineering with the County being responsible for 55% of the cost and the City being responsible for 45% of the cost.

3. Final Engineering. Final engineering shall be defined as engineering work completed through final plans and specifications, which includes, but is not limited to:

- a. Final plans and specifications
- b. Final engineer's estimate
- c. Permit approvals
- d. Right of way needs mapping

Final Design will be consistent with County design practices, State-Aid design standards, the Dakota County Transportation Plan, and the City's utility standards and specifications. The City and the County shall divide the cost of the final engineering with the County being responsible for 55% of the cost and the City being responsible for 45% of the cost.

4. Right-of-Way Pre-acquisition. The County will prepare right of way maps for the required permanent and temporary highway and drainage easements for this project.

5. Plans and Specifications. The deliverables for preliminary engineering include traffic engineering analysis and evaluation and preliminary design of recommended improvements for the CSAH 63 (Argenta Trail) corridor from south of TH 55 to south of CSAH 26 (70th Street) as set forth in paragraph 2 above.

The anticipated completion date of the preliminary engineering is February 27, 2015. Upon completion of

the preliminary engineering, it is anticipated that the City will contract for final design engineering. The deliverables for final design engineering include final plans and specifications, engineer's estimate, permit approvals and right of way acquisition for the final design of the recommended improvements for the CSAH 63 (Argenta Trail) corridor from south of TH 55 to south of CSAH 26 (70th Street) as set forth in paragraph 3 above.

6. Payment. The City will act as the paying agent for payments to the consultant. Payments to the consultant will be made as the project work progresses and when certified for payment by the City Engineer. The City, in turn, will bill the County for their share of the professional services as specified in Paragraph 2 and 3. Upon presentation of an itemized claim by one agency to the other, the receiving agency will reimburse the invoicing agency for its share of the costs incurred under this agreement within 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation with the consultant and documentation of actual costs incurred in carrying out the work.
7. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the Project cost participation must be approved by both parties prior to execution of work.
8. Amendments. Any amendments to this Agreement will be effective only after approval by both governing bodies and execution of a written amendment document by duly authorized officials of each body.
9. Effective Dates. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed.

10. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures for the project, unless amended by the contract specifications.

11. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including future operation and maintenance of facilities owned by the City and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law, Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

12. Waiver. Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said City employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County. The opposite situation shall also apply: the City shall not be responsible under the Worker's Compensation Act for any employees of the County.

13. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the City and the County relevant to the Agreement are subject to

examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The City and County agree to maintain these records for a period of six years from the date of performance of all services covered under this agreement.

14. Integration and Continuing Effect. The entire and integrated agreement of the parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the project; whether written or oral. Neither party will be bound by the recommendations of the consultant and each agency shall retain final decision-making authority with respect to road improvements within their respective areas of responsibility.

15. Authorized Representatives. The County's authorized representative for the purpose of the administration of this Agreement is Mark Krebsbach, Dakota County Engineer, 14955 Galaxie Avenue, 3rd Floor, Apple Valley, MN 55124-8579, phone (952) 891-7100, or his successor. The City of Inver Grove Heights' authorized representative for the purpose of the administration of this Agreement is Scott Thureen, City Public Works Director, 8150 Barbara Avenue, Inver Grove Heights, MN. 55077, phone (651) 450-2571, or his successor. All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. All parties may change its address by written notice to the other parties. Mailed notice shall be deemed complete two business days after the date of mailing.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

Public Works Director

By _____
Mayor

(SEAL)

By _____
City Clerk

Date _____

DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:

County Engineer

Assistant County Attorney / Date

By: _____
Physical Development Director

COUNTY BOARD RESOLUTION:

No: 04-_____ Date: August 26, 2014

Date: _____

K# _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Professional Services Proposals and Accepting Proposal from Kimley-Horn and Associates, Inc. for City Project No. 2014-11 – Argenta Trail at Trunk Highway 55

Meeting Date: September 8, 2014
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Local Improvement Fund

PURPOSE/ACTION REQUESTED

Consider resolution receiving professional services proposals and accepting proposal from Kimley-Horn and Associates, Inc. for City Project No. 2014-11 – Argenta Trail at Trunk Highway 55.

SUMMARY

The City and Dakota County have entered into a Joint Powers Agreement to complete preliminary engineering and final design for CSAH 28/CSAH 63 (Argenta Trail) from south of TH 55 to south of CSAH 26 (70th Street). Proposals for the preliminary engineering were requested and received from three consultants on August 22, 2014. The proposals were reviewed by City and County staff and a conference call was held with representatives of the consultant who submitted the preferred proposal to confirm assumptions and clarify information they presented in their proposal. The proposing firms were Bolton & Menk, Inc., Kimley-Horn and Associates, Inc. and SRF, Inc.

Staff at the City and the County recommends that the proposal from Kimley-Horn be accepted based on the strength of their project approach, their thorough understanding of the required scope of work, the expertise of their project team and the proposed cost of services (\$234,895).

The City will be responsible for 45 percent of the cost (\$105,705). The City is the lead agency for this project and as such will handle all contract administration and payments. The County will be invoiced for its share of the cost.

I recommend that the Council adopt the resolution accepting the proposal and authorized staff to execute a contract with Kimley-Horn and Associates, Inc. for preliminary engineering for City Project No. 2014-11.

SDT/kf
 Attachments: Resolution
 Proposals

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION RECEIVING PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES,
ACCEPTING THE PROPOSAL FROM KIMLEY-HORN AND ASSOCIATES, INC. AND
AUTHORIZING STAFF TO EXECUTE A CONTRACT FOR PRELIMINARY ENGINEERING
FOR CITY PROJECT NO. 2014-11

RESOLUTION NO. _____

WHEREAS, the City of Inver Grove Heights and Dakota County have entered into a Joint Powers Agreement for preliminary engineering and final design for City Project No. 2014-11 (Dakota County Project No. 63-25); and

WHEREAS, the City is the lead agency for the project as stated in the Joint Powers Agreement; and

WHEREAS, the City and the County requested and received proposals from three engineering consulting firms for preliminary engineering for City Project No. 2014-11; and

WHEREAS, the proposal from Kimley-Horn and Associates, Inc. provided a strong project approach, a thorough understanding of the required scope of work, presented a project team with the appropriate expertise and provided a reasonable cost for the proposed services.

NOW, THEREFORE, BE IT RESOLVED that City Council of Inver Grove Heights receives the three proposals, accepts the proposal from Kimley-Horn and Associates, Inc. and authorizes staff to execute an Individual Project Order (IPO) with Kimley-Horn for the requested work.

Approved by the City Council of Inver Grove Heights this 8th day of September 2014

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk



CSAH 28/CSAH 63 Preliminary Design from South of TH 55 to South of CSAH 26

City of Inver Grove Heights

August 22, 2014

Scott Thureen, P.E.
City of Inver Grove Heights
City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077
sthureen@invergroveheights.org

Brian Sorenson, P.E.
Physical Development – Transportation
Western Service Center 3rd Floor
14955 Galaxie Avenue
Apple Valley, MN 55124
brian.sorenson@co.dakota.mn.us

■
2550 University Avenue
West
Suite 238N
St. Paul, MN 55114
TEL (651) 645-4197

Re: CSAH 28/CSAH 63 Preliminary Design from South of TH 55 to South of CSAH 26

Dear Mr. Thureen and Mr. Sorenson,

The area surrounding Argenta Trail and Trunk Highway 55 (TH 55) is a very active part of Inver Grove Heights with many development opportunities as the economy is strengthening and life is moving and improving again. The City of Inver Grove Heights and Dakota County need to complete some advance planning for this area to help facilitate development and prepare for transportation needs now and into the future. We understand that there is a long-term vision for a north-south roadway connection between TH 55 and I-494 and we want to help you plan appropriately for that vision. This is a time of exciting change and growth for Inver Grove Heights and Dakota County, and **Kimley-Horn and Associates, Inc.** is ready to help you move forward.

Kimley-Horn is *familiar with the City of Inver Grove Heights*. We have been working with the city for more than 10 years and have a proven track record of delivering general municipal and transportation projects. This has included services from preliminary concepts and feasibility study analysis through final design and construction.

We are also *intimately familiar with the project area*. We have provided preliminary and final design services for past private development work in the area, and we are currently assisting the city in the review of other development proposals in the area. Our subconsultants, **Emmons & Oliver Resources (EOR)**, **American Engineering Testing (AET)**, **Pioneer Engineering** also have extensive experience working in the area.

The success of this project is dependent upon the cooperation and coordination of multiple stakeholders including the Minnesota Department of Transportation (MnDOT), Dakota County, Inver Grove Heights, local developers, and regulatory agencies. We have the *proven relationships* that will be necessary for the successful engagement of all of the required stakeholders. Our past experience working with a number of the developers in the project area will help to streamline the engagement process.

We have compiled a strong team to serve the City of Inver Grove Heights and Dakota County on this preliminary design project, led by project manager **Bill Klingbeil, P.E.** Bill brings more than 14 years of local experience to this project along with a passion to get the job done.

We appreciate the opportunity to serve you on this project. As you are reviewing our proposal, please don't hesitate to contact us with any questions. We look forward to hearing from you soon.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

William C. Klingbeil, P.E.
Project Manager
(612) 294-7275
william.klingbeil@kimley-horn.com

Jon Horn, P.E.
Sr. Vice President
(651) 643-0406
jon.horn@kimley-horn.com



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CSAH 63 (Argenta Trail) from south of Trunk Highway (TH) 55 to south of CSAH 26. The realignment of CSAH 28/63 at the intersection of TH 55 needs to improve the existing intersection configuration while providing the opportunity to construct a future grade-separated interchange. At a recent study session, one of the Inver Grove Heights city council members stated that these proposed improvements could not happen soon enough due to traffic safety concerns at the intersection.

We understand previous work has been completed prior to this request for proposal that has helped prepare a path for this project. The 2010 Regional Roadway System Visioning Study (RRSVS) was developed to support the long term growth and development in the region. Dakota County, with involvement from Inver Grove Heights, Sunfish Lake, Mendota Heights, Eagan, the Minnesota Department of Transportation (MnDOT), Metropolitan Council, and the Federal Highway Administration (FHWA), developed the recommendations in the report that include plans for Argenta Trail from TH 55 to I-494. Recommendations included a four-lane roadway that is expandable to six lanes when traffic volumes warrant the additional capacity and a future interchange is constructed at Argenta Trail and TH 55.

1. General Information

Kimley-Horn and Associates, Inc. is pleased to present this proposal to the City of Inver Grove Heights, in coordination with Dakota County, for CSAH 28/ CSAH 63 Preliminary Design from South of TH 55 to South of CSAH 26. The point of contact for this proposal and project is:

Bill Klingbeil, P.E.

Project Manager
2550 University Avenue West
Suite 238N
Saint Paul, MN 55114
(612) 294-7275
William.Klingbeil@kimley-horn.com

We are excited to have the following subconsultants as a part of our team:



2. Understanding of the Project

Kimley-Horn understands the City of Inver Grove Heights and Dakota County are seeking a consultant to assist them in providing preliminary engineering through 30 percent final design services for CSAH 28/

Kimley-Horn understands some development has occurred on the north side of TH 55 since the RRSVS was adopted by the county board. As part of this development, a segment of CSAH 28 has been constructed from TH 3 to 1/2 mile west. This project must determine a location for the Argenta Trail and TH 55 intersection that addresses intersection safety, the needs of the ongoing and planned development, and the need for a future interchange.

The stormwater challenges of the northwest area of Inver Grove Heights are unique since the area is landlocked. After many years of study, the city determined that new alternatives for stormwater treatment should be used to more effectively manage drainage in this area while saving significant infrastructure costs. The approach required by the city is implemented through its Northwest Area Overlay District in City Ordinance Section 515.80 Subdivision 39 and the city's Northwest Area Stormwater Manual.

We recognize that Dakota County, the City of Inver Grove Heights, and MnDOT have agreed on an interchange concept that includes a ramp loop for northbound traffic exiting TH 55 for Argenta Trail and an entrance ramp for traffic travelling from Argenta Trail onto northbound TH 55. The conceptual interchange would not serve southbound traffic on TH 55. Southbound TH

CSAH 28/CSAH 63 Preliminary Design from South of TH 55 to South of CSAH 26

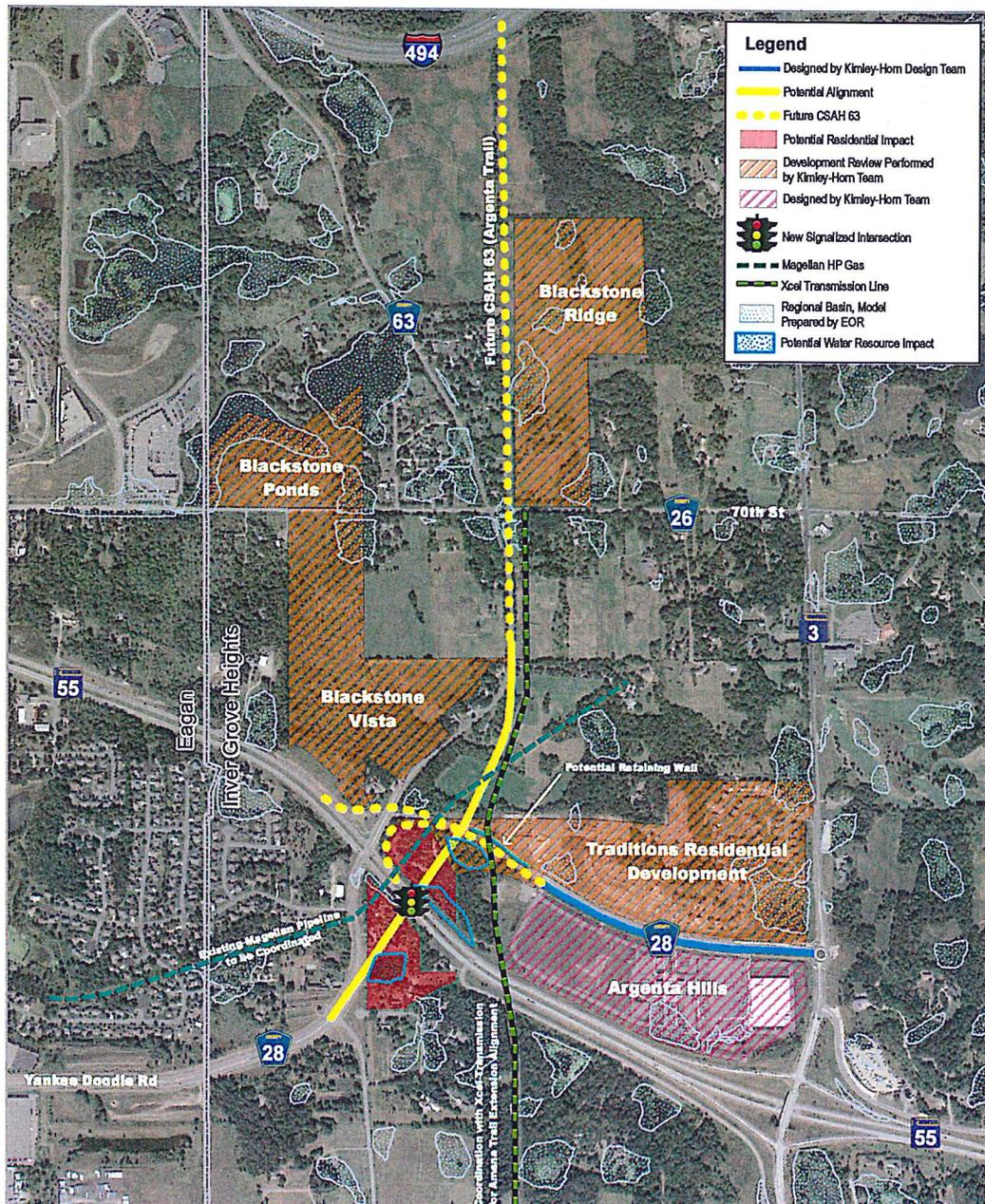
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55 traffic would be served by the TH 3/55 interchange further south of Argenta Trail. This approach of limiting movements helps minimize right-of-way impacts and construction costs while still providing the necessary grade separation of CSAH 28 over TH 55.

Establishing the right-of-way for this project is important for both the current project schedule and long-term needs. The proposed schedule is compressed in order to give the county enough time to acquire the right-of-way prior to beginning construction in 2016. It also is important to establish the right-of-way needed for a future interchange so that development can be

planned accordingly and the necessary right-of-way can be preserved. As part of the right-of-way process, we understand the alignment location will impact property owners near TH 55. A priority for this project is exploring alignment alternatives that will balance achieving project goals while minimizing right-of-way impacts.

The figure below illustrates Kimley-Horn’s involvement in current work around the project area and our understanding of the issues with the existing intersection. Our experience and knowledge of the area will add great value in delivering this project.



3. Goals and Objectives

The Kimley-Horn team will use a collaborative approach combining our knowledge of the project goals, familiarity with the challenges of the project area, and commitment to delivering a successful project on-time and within budget. Our current involvement in the City of Inver Grove Heights' Northwest Area and firm grasp of the technical issues are the winning combination this project needs to be ready to move into property acquisitions immediately in the spring of 2015. Below are the project goals and our approach to meeting them to successfully deliver this project.

Improve safety for existing traffic along CSAH 63.

The roadway is currently a two lane rural roadway north of TH 55 with substandard horizontal and vertical curves. In the past ten years there have been more than sixty crashes at the intersection with half of them being rear end and 25 percent being right angle crashes. Improving the geometry of the intersection and approaches will help reduce crashes at the intersection. Our design approach will look at minimizing horizontal and vertical curvature in combination, as well as bringing geometric design values within current MnDOT state aid standards.

Provide capacity for future traffic consistent with the City of Inver Grove Heights' plans for urban development and recent development.

The development of the area will continue adding traffic to the intersection. A design is needed that meets current and future needs through phased implementation. Our approach to solve this problem will be to design a safe at-grade intersection that will accommodate current volumes up until an interchange is justified. We will work with developers to understand the traffic impacts of their developments and design the intersection to meet the resultant traffic demand.

Improve CSAH 63 and CSAH 28 in a way that will allow for a future interchange at the intersection of TH 55

The layout of the at-grade signalized intersection and roadway alignments of CSAH 63 and CSAH 28 will be compatible for the construction of a future interchange at TH 55. Right of way will be reserved as part of this project for the future interchange construction. It will be best for both the at-grade intersection as well as the future interchange to cross perpendicular to TH 55 to improve sight lines at the signalized intersection

and to save bridge construction costs for the future interchange.

Installation of a permanent signal system at the TH 55 intersection consistent with MnDOT plans.

This project will replace the in-place temporary signal with a permanent signal designed to MnDOT specifications. The signal pole locations will be designed as part of the Level 1 Geometric Layout and signal timing will be studied as part of the Intersection Control Evaluation (ICE) report. The new signal system will be more visible to approaching drivers and could help reduce the rear end and right angle crashes at the intersection.

Provide a plan for use in collaboration with development directly north of TH 55 for the extension of Amana Trail as future CSAH 28, connecting with CSAH 63.

One of the strengths our team brings to this project is our knowledge of the development going on in the area. This will help meet this project goal by understanding the developers' needs to help create a design that not only meets safety and capacity goals for the city and county, but also helps development succeed in this area.

Obtain Level 1 Layout approval prior to February 6, 2015.

We will develop a layout that has 150 feet of right-of-way for both CSAH 63 and CSAH 28. CSAH 63 will be a 4-lane divided roadway with trails on both sides of the roadway. CSAH 28 east of CSAH 63 will be designed as a 3-lane section with trails on both sides to match the existing segment of Amana Trail. The design speed for CSAH 28 and CSAH 63 will be 55mph, while TH 55 will be 65mph. The high design speeds on TH 55 will warrant longer turn lanes to provide vehicles additional deceleration length instead of requiring vehicles to slow down substantially in the travel lane. Typical turn lane lengths in high speed applications like this are 500 feet.

A challenge for this project will be getting approval from MnDOT Central Office for the Level 1 Geometric Layout by the date listed in the RFP. Our approach to meeting this challenge is to quickly develop an alternative that the city, county, and MnDOT Metro agree upon, then, as a unified team, coordinate early with MnDOT Central Office to discuss the concept prior to the first layout submittal. Using this approach helps minimize the number of review submittals and reduces delay in the schedule.

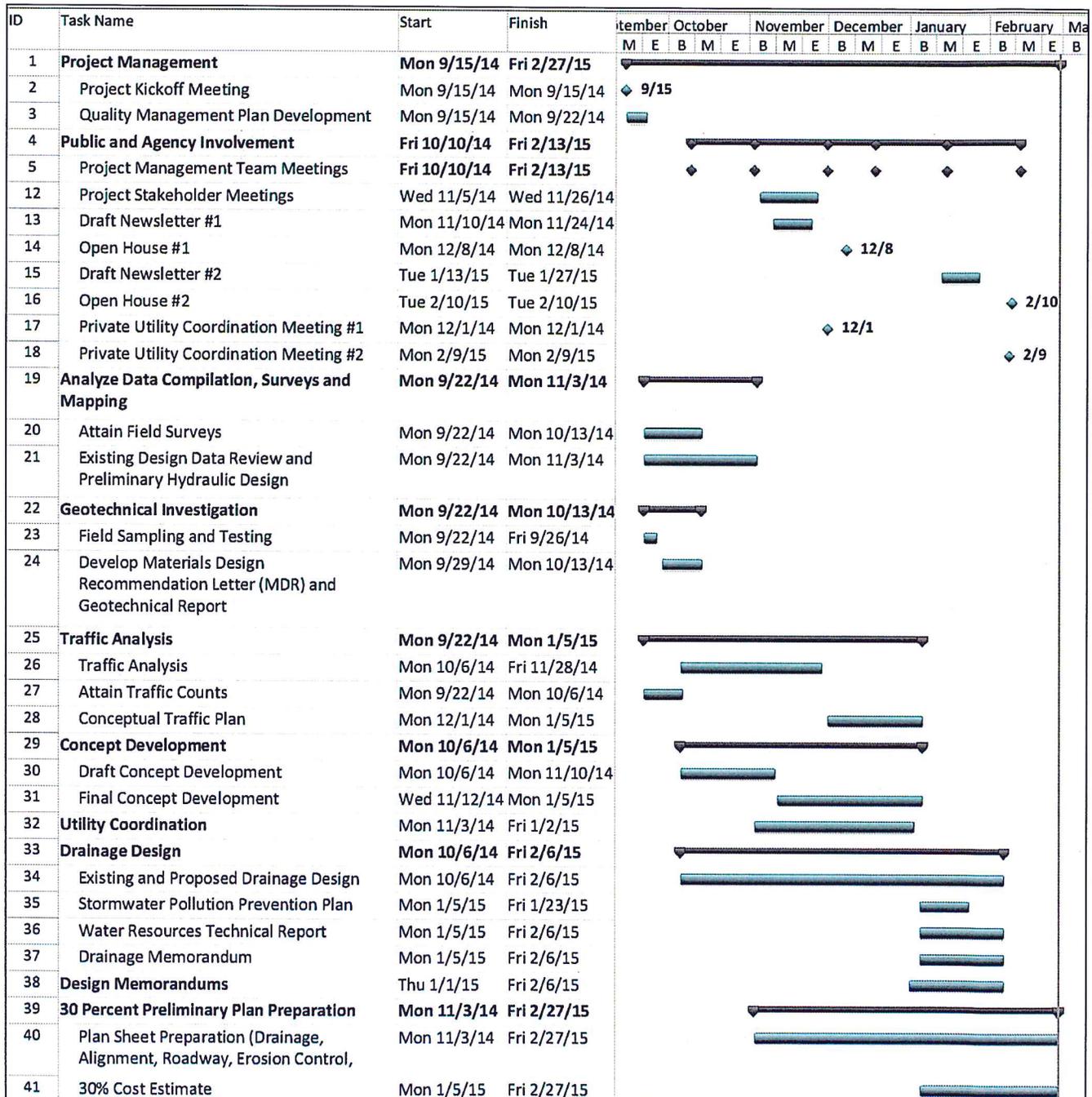
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We have included a detailed work plan including staff hours and deliverables in the appendix of this proposal. The work plan is in addition to the scope of services provided in the RFP that we agree upon completing as part of this project. The due dates of the deliverables are included in the project schedule located in Section 4.

4. Schedule

The project schedule was developed to allow sufficient time to acquire right of way for an early 2016 letting. Right of way impacts for some properties in the project area may be severe, including the possibility of total acquisition. Therefore, it is important to this project that the right of way process has as much time as possible in case right of way acquisition goes into condemnation.



5. Deliverables

Below is a list of deliverables required for completing this project. Additional information and details for deliverable development and completion can be found in the project work plan located in the appendix of this proposal. Kimley-Horn's methodology for deliverable development and coordination is simple: strong technical skills combined with timely and thorough project communication. The result from using this approach is successful project delivery.

Task 1: Project Management

Deliverables: Meeting agendas and minutes, meeting displays, project schedule, correspondence, status reports, and QMP

Task 2: Public and Agency Involvement

Deliverables: Public involvement and outreach meetings, graphics, meeting summaries, utility coordination meetings, PMT meetings, and two newsletters

Task 3: Analyze Data Compilation, Surveys, and Mapping

Deliverables: Updated base map, existing condition drawings, drainage profiles, hydraulic cross-section, culverts, inlet and outlet flow lines, pipe types and sizes, and existing storm sewer capacity

Task 4: Geotechnical Investigation

Deliverables: Soils survey (including boring logs and location map), MDR letter, and pavement typical sections

Task 5: Traffic Analysis

Deliverables: 13-hour turning movement count for the CSAH 63/TH 55 intersection, field assessment and summary, preferred geometric alternative, and illustration of preferred alternative showing impacts and feasibility

Task 6: Concept Development

Deliverables: Up to three geometric design alternatives

Task 7: Utility Coordination

Deliverables: Utility locations in geometric layout and 30 percent plans

Task 8: Drainage Design

Deliverables: Water resources technical report, drainage memorandum, drainage plans, and SWPPP

Task 9: Design Memorandums

Deliverables: Design Memorandum

Task 10: 30 Percent Preliminary Plan Preparation

Deliverables: Preliminary construction limits, alignment plan and tabulations, in-place topography, utility, and right-of-way plan, construction plan, roadway profile layout, drainage plan, and cross sections

6. City, County, and State Participation

Kimley-Horn will partner with the city, county, and state to provide project oversight and direction for the project.

As we develop project deliverables according to the project schedule, we will look to the agencies to review and approve submittals in a timely manner in order to help the project management team keep the project on schedule. During the design process and specifically for data collection, we will request the city, county, and state to furnish copies of pertinent project correspondence they currently possess if it is needed for the project. Lastly, we will count on the agencies to attend key project meetings. The agencies attendance establishes the importance and credibility of the meeting, allows for prompt and immediate input into project discussions, and keeps the agencies informed on project progress.

7. Qualifications

Kimley-Horn was founded in 1967 by transportation planners and traffic operations experts. Today, Kimley-Horn is a full-service consulting firm with more than 2,200 employees, offering comprehensive engineering, planning, and environmental services, including roadway and bridge design, PD&E studies, structural engineering, corridor and location studies, traffic engineering, transportation planning, specialized planning studies, environmental assessments, survey, streetscape and landscape design, and public involvement.

We have more than 70 offices across the U.S., with an office nearby in St. Paul, MN. Roadway design is one of the mainstays of our firm's professional practice. Collectively, our engineers have been responsible for the design of more than 2,500 miles of roadway across the U.S. We have provided these services for urban, rural, primary, secondary, and interstate roadways for clients ranging from municipalities and state departments of transportation to private developers.

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We are well equipped to address any aspect related to roadway design, such as intersection geometrics, utility relocations, traffic control, signalization, signing and marking, structural/bridge design, and other features. While performing our roadway design services, we have gained substantial experience in dealing with regulatory and other agencies across the country to secure the permits and approvals necessary for the building and upgrading of roadway facilities, particularly when complex drainage design and right-of-way issues arise.

Our team includes three subconsultants, **Emmons & Olivier Resources, Inc. (EOR)**, **Pioneer Engineering**, and **American Engineering Testing (AET)**.

EOR brings unmatched experience and knowledge of the city's Northwest Area to this project that will kick-start the initial hydrologic and hydraulic analysis of the existing conditions. EOR currently maintains the city's hydrologic model for the entire Northwest Area which is in the process of switching over from XP-SWMM to PCSWMM software. EOR's knowledge of the area and current role as the city's stormwater consultant will streamline the existing drainage analysis needed for the project and eliminate redundancy for the city as the proposed treatment options are developed.

Pioneer Engineering will use their experience in the project area to help compile the existing base mapping and additional topographic surveys needed for the

project. Pioneer's experience and knowledge in the project area will be crucial to developing an accurate base map for preliminary design and determination of right-of-way needs for the proposed improvements. Pioneer is well versed in the existing property ownership, platting, and utility easements that exist in the project area.

AET brings experience in the project area and a firm grasp of MnDOT procedure for geotechnical evaluation and preparation of the materials design recommendation letter (MDR). They receive consistently high scores earned in the Geotechnical and Quality Control/ Assurance areas of MnDOT Design and Design-Build projects. AET has a staff of more than 320 employees in 17 offices, although most of these are based in the St. Paul headquarters. Over thirty staff members are Geotechnical or Pavement engineers.

Kimley-Horn has significant experience working on projects similar to this one. The matrix below details some of our recent experience, with projects that include similar design elements. More detailed information on three of these projects is provided below.

Experience Matrix

Project	Multi-Agency Coordination	Trunk Highway Impacts	Coordination with Developers	Traffic Analysis	Right-of-Way Services	Public Involvement
City of Chanhassan, TH 101 Improvements	●	●	●	●	●	●
City of Richfield, Portland Avenue Reconstruction	●			●	●	●
Washington County, CSAH 19 Improvements	●		●	●	●	●
Ramsey County, TH 36 and English Street Interchange Improvements	●	●		●	●	●
Ramsey County, TH 36 and Rice Street Interchange Improvements	●	●		●	●	●
Scott County, CSAH 16 Improvements	●		●	●	●	●
City of Inver Grove Heights, Clark Road Improvements	●	●	●	●	●	●
City of Maplewood, TH 61 and Beam Avenue Improvements	●	●	●	●	●	●

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Project Examples

TH 36/Rice Street Interchange Reconstruction, Ramsey County, MN



The new offset single point interchange at TH 36 and Rice Street (CSAH 49) replaced the standard diamond interchange and improved intersection spacing as well as addressed capacity issues along Rice Street. The 0.7-mile Rice Street corridor was converted from a three-lane section to a four-lane section with turn lanes, bike lanes, and sidewalks throughout the corridor. Kimley-Horn was responsible for the Rice Street bridge design as well as retaining wall design; urban design elements such as plantings in medians, bridge and retaining wall railings, integrally colored and stamped concrete, and bridge lighting; staging and traffic control plans; environmental documents and public involvement; and roadway design, storm sewer design, public and private utility relocation, right-of-way acquisition plans, parcel exhibits, and construction specifications.

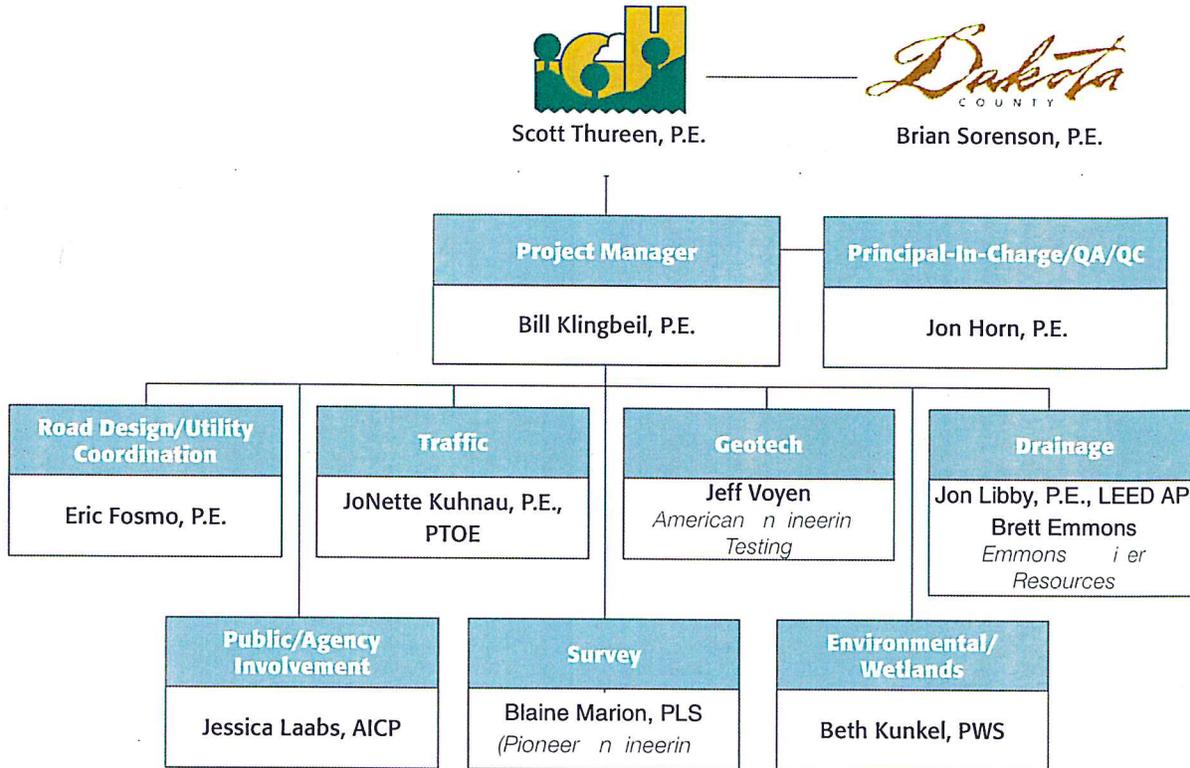
TH 36/English Street Interchange Improvements, Maplewood, MN

The recently completed TH 36 and English Street interchange project removed the last at-grade intersection along TH 36 between the eastern Ramsey County line and I-35W in Roseville. The interchange is a full access diamond interchange generally constructed at the existing English Street location. English Street was bridged over TH 36 and modifications were made to TH 36 between TH 61 and Hazelwood Street to accommodate the new English Street bridge and interchange. Partnered with another consultant, Kimley-Horn designed the local roadway, utility, trail, pedestrian bridge, and noise wall improvements associated with the project. The project included the acquisition of right-of-way/easements from 17 properties. Kimley-Horn assisted the city with the right-of-way/easement acquisition process in accordance with MnDOT state aid/federal aid requirements. Kimley-Horn also assisted in the development of a construction staging/phasing plan to allow the improvements to be completed within one construction season while maintaining access to the businesses and residents in the project area.

TH 101 from CSAH 18 (Lyman Blvd.) to CSAH 14 (Pioneer Trail) Preliminary Design and Environmental Assessment, Chanhassen, MN



Kimley-Horn provided preliminary engineering and environmental assessment/environmental assessment worksheet (EA/EAW) preparation services for the reconstruction of TH 101 between CSAH 14 (Pioneer Trail) and CSAH 18 (Lyman Boulevard) in the City of Chanhassen. This 1-mile segment of TH 101 is proposed to be reconstructed from a two-lane rural section roadway to a four-lane divided urban section roadway to improve traffic safety, capacity, and connectivity issues. The project corridor has numerous constraints including significant horizontal and vertical alignment challenges and limited right-of-way. Kimley-Horn provided overall project management, public involvement, utility investigation, EA/EAW preparation services, and traffic engineering services for the project. The project is a joint effort between the City of Chanhassen, Carver County, and MnDOT requiring coordination with all three agencies. The project construction is partially funded through federal STP funds requiring that all design efforts meet state aid/federal aid standards. This project is currently under construction.



8. Key Personnel Workload

A matrix of our availability can be found below.

Availability

Person	Project	Estimated Completion Date	Percent Allocated	Percent Available
Bill Klingbeil, P.E.	Portland Avenue Reconstruction	Mar-15	10%	65%
	TCAAP Infrastructure	Dec-15	10%	
	I-35 W and County Road H Interchange	Mar-15	10%	
	TH 75 Final Design	Mar-15	5%	
Jon Horn, P.E.	Hennepin/Lyndale Reconstruction	Jun-15	20%	45%
	TCAAP Infrastructure	Dec-15	20%	
	CSAH 16	Mar-15	10%	
	Gladstone Improvements	Mar-15	5%	
Eric Fosmo, P.E.	College Trail Reconstruction	Oct-14	20%	40%
	Broderick Boulevard Feasibility Study	Nov-14	10%	
	Northwest Area Private Development Review	On-Going	20%	
	MRRT Wayside Rest Construction Services	Oct-14	10%	

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Availability, continued

Person	Project	Estimated Completion Date	Percent Allocated	Percent Available
JoNette Kuhnau, P.E., PTOE	Central Corridor LRT	Dec-14	20%	40%
	Southwest LRT	Dec-14	5%	
	A Line BRT	Dec-14	15%	
	Washington County CSAH 5 Study	Sep-14	10%	
	Cedar Ave Sidewalk Reconstruction	Jul-15	10%	
Jon Libby, P.E., LEED AP	TH 75	Oct-15	5%	55%
	TH 34	Dec-14	5%	
	Portland Avenue Reconstruction	Mar-15	10%	
	TCAAP Infrastructure	Dec-15	25%	
Jessica Laabs, AICP	Gateway Corridor EIS	May-15	20%	55%
	Hennepin/Lyndale Reconstruction Project	May-15	5%	
	Great River Road Corridor Management Plan	Sep-15	10%	
	Portland Avenue Project Memo	Dec-14	5%	
	TH 169 EA Update	Dec-14	5%	
Beth Kunkel, PWS	US 53	Jun-15	15%	40%
	Various Delineation/Permits	Sep-14	40%	
	TH 75 EAW	Oct-14	5%	

9. Resumes

Please find resumes for our key personnel on the following pages, include their training and most recent work experience.

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Bill Klingbeil, P.E.
Project Manager

RELEVANT EXPERIENCE

Bill will serve as the project manager and will ensure the project is delivered on time and budget for the scope of work proposed. He brings more than 14 years of experience to Kimley-Horn, which touches a number of innovative transportation specialties including roundabout design, context-sensitive solutions, value engineering, and complete streets. He has extensive experience with preliminary and final highway design, holding all MnDOT prequalifications of these work types. Just as importantly, his flexible approach to construction staging and public involvement moves projects effectively from concept to completion.

CSAH 35 (Portland Ave.) Reconstruction, Richfield, MN — Project Manager

CSAH 19 (Woodbury Drive) Safety & Mobility, Woodbury, MN — Project Manager

I35W/CR H Interchange, Arden Hills, MN — Project Engineer

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Minnesota, 2000
- Professional Engineer in Minnesota

Specialized Training

- MnDOT Certified Erosion/Sediment Control Design
- MnDOT Certified Grading and Base
- MnDOT Certified Bituminous Street I
- MnDOT Certified Concrete Field I



Jon Horn, P.E.
Principal-in-Charge/QC/QA

RELEVANT EXPERIENCE

Jon will provide general oversight of the project to ensure that your needs are being met and that you receive a high level of service. He offers 28 years of consulting experience including a wide variety of project types. Jon's experience includes leading projects from the initial planning and feasibility study stages through final design and construction. He also is experienced in the public involvement process including city council and large group presentations, facilitation of open house meetings, and leading small group and one-on-one meetings.

Jon will also oversee Kimley-Horn's overall quality control/quality assurance program. This will include working with the project manager and key task managers to make sure that we are using processes and procedures that will lead to quality work products. Jon also will lead quality control reviews at critical stages during the completion of the project.

White Bear Avenue (CSAH 56) Improvements, Maplewood, MN — Project Manager

TH 101 Improvements, Chanhassen, MN — Project Manager

TH 36 and English Street Interchange Improvements, Maplewood, MN — Project Manager

CSAH 16 Improvements, Shakopee, MN — Project Manager

Professional Credentials

- Bachelor of Science, Civil Engineering, North Dakota State University, 1986
- Professional Engineer in Minnesota

Professional Organizations

- American Public Works Association
- Minnesota Society of Professional Engineers
- City Engineers Association of Minnesota

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Eric Fosmo, P.E.

Road Design/Utility Coordination/Developer Coordination

RELEVANT EXPERIENCE

Eric has 8 years of trail, roadway, and drainage design experience on public infrastructure improvement projects, including more than 20 projects with the City of Inver Grove Heights and Dakota County. Since 2006, Eric has provided project management, technical design, plan and specification preparation, cost estimating, and project coordination assistance on a variety of roadway, sanitary sewer, and stormwater improvement projects for multiple cities and counties across the metro area.

College Trail Street Reconstruction, Inver Grove Heights, MN — Analyst

Private Development Reviews, Inver Grove Heights, MN — Analyst

TH 36/English Street Interchange Improvements, Maplewood, MN — Project Engineer

Professional Credentials

- Bachelor of Science, Civil Engineering, North Dakota State University, 2006
- Professional Engineer in Minnesota

Professional Organizations

- Minnesota Surveyors and Engineers Society



Jessica Laabs, AICP

Public/Agency Involvement

RELEVANT EXPERIENCE

Jessica has 14 years of experience as a planner and public involvement specialist. Jessica's specialty is preparation and implementation of public involvement plans. She has extensive experience in developing informative websites and print materials, conducting open houses and community meetings, facilitating individual stakeholder meetings, and addressing public comments. She is skilled in identifying stakeholders and strategizing techniques that best reach those stakeholders to get input that is critical to the project. Jessica is currently managing the public involvement process for the Hennepin/Lyndale Reconstruction project, where she is leading a collaborative public and stakeholder involvement process to develop a new vision and better function for this well-known bottleneck. Jessica's passion is in facilitating a transparent public involvement process that builds consent and results in an improved project for the client and the stakeholders.

CSAH 19 (Woodbury Drive) Safety & Mobility, Washington County, MN — Environmental Planner

METRO Red Line Bus Rapid Transit Market and Development Study (aka Cedar Ave), Dakota County, MN — Public Involvement Specialist

Twin Cities Army Ammunition Plant (TCAAP) Alternative Urban Areawide Review (AUAR), Master Plan, and Regulations and Policies, Arden Hills, MN — Public Involvement Specialist

Professional Credentials

- Master of Science, Urban Planning, University of Iowa, 2000
- Bachelor of Arts, Environmental Science, Simpson College, 1998

Specialized Training

- MnDOT Course: Stop the Pain and Increase the Gain: Public Participation and MnDOT, 2008, St. Paul, MN
- MnDOT Course: How to Design an Effective Public Participation Plan, 2010, St. Paul, MN
- Systematic Development of Informed Consent (SDIC) Training, 2011, St. Paul, MN

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JoNette Kuhnau, P.E., PTOE

Traffic

RELEVANT EXPERIENCE

JoNette has 14 years of experience on a broad range of traffic engineering projects. She has worked on traffic operations analysis and design, traffic safety and pedestrian studies, corridor planning, transportation planning, signal and lighting design, and interstate access studies. She also is skilled in traffic analysis, using simulation tools including Synchro/SimTraffic, CORSIM, VISSIM, and RODEL. In addition to her technical capabilities, JoNette has been integrally involved with public outreach and consensus-building efforts on several successful projects.

I-35 and CSAH 2 Interchange Footprint Study, Scott County, MN — Project Manager

TH 36/Lake Elmo Avenue Intersection Safety and Mobility Improvement Plan, Washington County, MN — Project Manager

CSAH 19 (Woodbury Drive) Safety and Mobility, Washington County, MN — Task Manager

Professional Credentials

- Master of Science, Civil Engineering, Pennsylvania State University, 2001
- Bachelor of Science, Civil Engineering, Iowa State University, 2000
- Professional Engineer in Minnesota, South Dakota, and Iowa
- Professional Traffic Operations Engineer



Blaine Marion, PLS

Survey

RELEVANT EXPERIENCE

Blaine is a professional land surveyor and office manager for Pioneer Engineering. His responsibilities include scheduling, overseeing, and reviewing drafting and computation of description sketches, preliminary plats, final plats, condominium plats, lot fit Sketches, boundary and ALTA/ACSM Land Title Surveys. Blaine regularly works with clients, title companies, counties, and municipalities to complete projects on time. He designed and maintains Pioneer Engineering's Database. Blaine researches and tests new office and field equipment. He oversees the installation of new hardware and software.

Minnetonka Boulevard Trail Improvements, Minnetonka, MN — Surveyor

Highway 101 and Pleasant View, Chanhassen, MN — Surveyor

West St. Paul Street Improvements, St. Paul MN — Surveyor

Professional Credentials

- Associate of Applied Science, Mechanical Design, Chippewa Valley Technical College

Professional Organizations

- Professional Land Surveyor
- Wisconsin Society of Professional Surveyors
- Minnesota Society of Professional Surveyors
- National Society of Professional Surveyors

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Jeffery Voyer, P.E.

Geotechnical

RELEVANT EXPERIENCE

Jeff has served as AET's lead geotechnical engineer for the projects listed below. As the lead, he has prepared and directed soil boring/cone penetration test (CPT) work plans for evaluation of geotechnical soil/bedrock properties, conducted analysis, and prepared geotechnical reports.

Target Field and Adjacent Plaza Bridges, Minneapolis, MN

Minnesota Multi-Purpose (Vikings) Stadium, Minneapolis, MN

Southwest LRT System, Minneapolis to Hopkins, MN

Central Corridor LRT System, St. Paul to Minneapolis, MN

Interchange Multimodal Transportation Hub, Minneapolis, MN

Professional Credentials

- Bachelor of Civil Engineering, University of Minnesota, 1978

Professional Organizations

- Minnesota Chapter, American Society of Civil Engineers
- Geo-Institute
- American Council of Engineering Companies, Minnesota Chapter
- Minnesota Geotechnical Society



Beth Kunkel, PWS

Environmental/Wetlands

RELEVANT EXPERIENCE

Beth is a senior environmental planner and wildlife biologist. Beth has 26 years of experience managing and preparing environmental documentation and applying complex regulatory/permits requirements with multiple agencies for a variety of projects. She has spent her career working with NEPA, MEPA, and natural resource regulations at the federal, state, and local level with experience working both for the agencies and for applicants. The size and scope of these projects are varied and include city, state, and county transportation and transit corridors; large industrial sites; business parks; corporate and college campuses; planned unit developments; residential subdivisions; and private landowner parcels. Beth will lead the wetland related tasks and provide guidance regarding environmental requirements.

TH 34 Wetland Delineation and Environmental Assessment Worksheet, Detroit Lakes to Akeley, MN — Task Manager

Dodd Boulevard (CSAH 9) Reconstruction Project Memorandum, Dakota and Scott Counties, MN — QC/QA

WCA Oversight, Burnsville, MN — QC/QA

Professional Credentials

- Bachelor of Science, Wildlife Management, University of Minnesota, 1986

Professional Organizations

- Certified Professional Wetland Scientist
- Certified Wetland Delineator in Minnesota
- Society of Wetland Scientists
- The Wildlife Society
- Wetland Professionals Association (founding member)

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Jonathan Libby, P.E., LEED AP

Drainage

RELEVANT EXPERIENCE

Jon has more than 5 years of experience in the areas of public infrastructure design and land development engineering with a specialization in water resources. He has worked with a wide range of clients, from local developers to local transit agencies to national retailers, on projects ranging from linear highway roadway reconstruction projects to complex developments requiring extensive stormwater facility design and development of unique treatment trains. The scopes have included feasibility studies, cost estimates, entitlements, preparation of plans and specifications, contract documents, permitting, and construction phase services. Jon is familiar with the project area through his work on the Amana Trail and Argenta Hills projects. Jon's areas of technical expertise include stormwater facilities design, hydraulic and hydrological design, low impact site design, LEED certification, site planning, and site engineering. Jon has a passion for sustainable design and for integrating best management practices into the planning and design process.

Amana Trail Final Roadway Design, Inver Grove Heights, MN — Analyst

Argenta Hills Commercial Development – Target and Main Street Phases, Inver Grove Heights, MN — Analyst

TH 34 Hydraulic Design, Detroit Lakes, MN (District 4 MnDOT) — Analyst



Brett Emmons, PE, ENV SP, LEED AP

Drainage

RELEVANT EXPERIENCE

Brett has 27 years of experience in civil and water resources engineering, specializing in water resources management preservation, & planning with an emphasis on innovative stormwater management techniques & Best Management Practices (BMP) implementation. Brett has been instrumental in developing EOR as a regional leader in Low Impact Design (LID). A proven project manager, Brett delivers projects within the set schedule (even when accelerated timelines are imposed) and within budget. Brett's recent focus has been on new and emerging technologies in integrated water management, and has been active at a national level in developing and implementing new techniques.

NW Special Area Stormwater Plan, Inver Grove Heights, MN — Project Manager/Senior Water Resources Engineer

Argenta Hills Stormwater Management, Inver Grove Heights, MN — Project Manager/Senior Water Resources Engineer

Landlocked Basin H&H Model, Rice Creek Watershed District, MN — Senior Engineer/Project Oversight

Custom PC-SWMM Subwatershed Model — Principal

Professional Credentials

- Bachelor of Science, Civil Engineering, Michigan State University, 2009
- Professional Engineer in Minnesota
- LEED Accredited Professional
- Certified Erosion Prevention and Sediment Control

Professional Organizations

- American Society of Civil Engineers
- National Association of Sewer Service Companies
- Chi Epsilon National Civil Engineering Honor Society

Professional Credentials

- Master of Science, Civil and Environmental Engineering, University of Wisconsin, 1993
- Bachelor of Science, Forest Sciences, University of Illinois, 1986
- Professional Engineer in Minnesota, Wisconsin, and Iowa

Professional Organizations

- American Water Resources Association
- American Society of Civil Engineers
- American Public Works Association

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Appendix: Work Plan

		Principal	Project Manager	Project Engineer	Designer/ Technician	Staff Engineer	Subconsultant	Admin	TOTAL
TASK 1	PROJECT MANAGEMENT								
	Purpose: To provide overall project management and coordination including regular PMT meetings								
1.1	Work planning, project team coordination, invoicing and project budget review	4	20						24
1.2	Coordination of project activities with governmental agencies, private utilities and project stakeholders including Metro State Aid		8	8					16
1.3	Coordinate timely Level 1 layout and preliminary design document delivery to the city and other agency staff			4		4			8
1.4	Attend project meetings including:								
	a. Project kick-off meeting		12	12		8		4	36
	b. Status and review meetings (assume 2)								
	c. Prepare meeting minutes, agendas, and displays								
1.5	Develop and maintain a quality management plan (QMP) and quality control and quality assurance (QC/QA) procedures for the project. Implement a QC/QA program throughout the project and at critical phases of the project	16	16			8		4	44
	Subtotal: Project management hours	20	56	24	0	20	0	8	128
	Deliverables: Meetings, correspondence, status reports, QMP, and project schedule								
TASK 2	PUBLIC AND AGENCY INVOLVEMENT								
	Purpose: To assist city and county project managers in developing and implementing a plan to involve all public interests affected by the project. To maintain public consensus through the preliminary design process								
2.1	Schedule, prepare, and conduct project management team (PMT) meetings (assume 6)		16	24		8			48
2.2	Prepare 2 draft newsletters for the project	2	4	4		8			18
2.3	Participate in 2 public open houses and collect input from public on the project.	6	12	6		12		8	44
2.4	Conduct meetings with regional, state, and local agencies to move project forward (assume 2). Attend meetings between property owners and city/county (assume 5)		14	14		8			36
2.5	Arrange and lead meetings with applicable private utility companies (assume 2). Coordinate with private utility companies planning for construction in spring 2016			8		20			28
	Subtotal: Public and agency involvement hours	8	46	56	0	56	0	8	174
	Deliverables: Public involvement and outreach meetings, graphics, and summaries. 30 percent plans and level 1 layout to private utility companies. PMT meetings and 2 draft newsletters								
TASK 3	ANALYZE DATA COMPILATION, SURVEYS, AND MAPPING								
	Purpose: To collect all available data necessary to supplement Dakota County mapping and incorporate this data into the preliminary design								

CSAH 28/CSAH 63 Preliminary Design from South of TH 55 to South of CSAH 26

City Project #2014-11, County Project #63-25

Work Plan, continued

		Principal	Project Manager	Project Engineer	Designer/ Technician	Staff Engineer	Subconsultant	Admin	TOTAL
3.1	Analyze and review all provided models, TIN, geometric, and drainage data provided			2	10	4			16
3.2	Identify deficiencies in existing project data to determine supplemental data needs				2	2			4
3.3	Attain additional field surveys (assumes 120 hours of two-person survey crew time)						316		316
3.4	Develop preliminary hydraulic design including analyzing existing and proposed drainage patterns, water quality treatment basins, cost estimating, and cost splits								Effort reflected in Task 8.
3.5	Analyze existing hydraulic survey information to evaluate existing storm sewer capacity								Effort reflected in Task 8.
3.6	Analyze existing utility information per Dakota County's utility coordination process. Incorporate existing utilities into preliminary drainage and roadway design deliverables								Effort reflected in Task 7.
	Subtotal: Analyze data compilation, surveys, and mapping hours	0	0	2	12	6	316	0	336
	Deliverables: Updated base map, existing condition drawings, drainage profiles, hydraulic cross-section, culverts, inlet and outlet flow lines, pipe types, size, and existing storm sewer capacity								
TASK 4	GEOTECHNICAL INVESTIGATION								
	Purpose: To incorporate soil information and recommendations into the roadway design								
4.1	Develop a pavement design for the roadway including the following tasks:								
	a. Perform soil sampling and testing (assumes 30 soil borings)						196		196
	b. Prepare a materials design recommendation letter (MDR)						48		48
	c. Attain county permits, written permission from all affected property owners, coordinate all utilities, and establish traffic control prior to beginning the soils investigation		20	4		4			28
	Subtotal: Geotechnical investigation hours	0	20	4	0	4	244	0	272
	Deliverables: Color-coded layout with index map, preliminary soils letter, general layout, identification of side roads, typical sections, profiles, and traffic data								
TASK 5	TRAFFIC ANALYSIS								
	Purpose: To assess current and future traffic conditions and the TH 55/CSAH 63 intersection and other intersection within the project limits. To utilize traffic analysis to guide the geometric design								
5.1	Complete assessment of the TH 55/CSAH 63 intersection, including mobility, financials, safety, and surrounding area conditions to develop proposed alternatives		4	20		40			64
5.2	Analyze existing and future traffic volumes and intersection/segment crash data provided by Dakota County			12		20			32
5.3	Assess intersection turning movements at peak hours via modeling tools. Evaluate geometric alternatives. Develop conceptual traffic plan to illustrate feasibility of preferred alternative. Develop intersection design in accordance with MnDOT, Dakota County, and MnMUTCD standards		4	24		48			76
	Subtotal: Traffic analysis hours	0	8	56	0	108	0	0	172
	Deliverables: Traffic alternatives and conceptual plan coordinated with geometric layouts								

CSAH 28/CSAH 63 Preliminary Design from South of TH 55 to South of CSAH 26

City Project #2014-11, County Project #63-25

Work Plan, continued

		Principal	Project Manager	Project Engineer	Designer/ Technician	Staff Engineer	Subconsultant	Admin	TOTAL
TASK 6	CONCEPT DEVELOPMENT								
	Purpose: To develop alternatives for CSAH 28/63 that minimize near- and long-term costs, right-of-way acquisition, bridge costs, utility impacts, stormwater impacts, and construction costs								
6.1	Develop alternatives for CSAH 28/63 and prepare MnDOT layout	4	8	12	60	20			104
6.2	Coordinate alternatives at PMT meetings and property owners/developers		4	8					12
6.3	Prepare MnDOT layout with preferred alternative			16	40	40			96
6.4	Address up to 1 round of MnDOT comments			4	20	8			32
	Subtotal: Concept development hours	4	12	40	120	68	0	0	244
	Deliverables: MnDOT layout								
TASK 7	UTILITY COORDINATION								
	Purpose: To coordinate with all private utility companies and identify and coordinate all conflicts with preliminary design								
7.0 & 7.1	Assess existing private utilities within project limits and incorporate available utility information into preliminary design			4	8	16			28
7.2	Identify private utility relocations and adjustments based on the preliminary design			4		12			16
	Subtotal: Utility coordination hours	0	0	8	8	28	0	0	44
	Deliverables: Utilities in 30 percent plan layouts and cross sections								
TASK 8	DRAINAGE DESIGN								
	Purpose: To develop a proposed drainage design that incorporates all Minnesota Pollution Control Agency (MPCA), National Pollutant Discharge Elimination System (NPDES), Lower Mississippi River Watershed Management Organization (LMRWMO), and Eagan-Inver Grove Heights Watershed Management Organization (E-IGHWMO), City of Inver Grove Heights Northwest Area, State Technical Memorandums and State Aid standards								
8.1	Develop a stand-alone water resource technical report		4	10	4	40		4	62
8.2	Design and develop of the following drainage elements:								
	a. Existing drainage conditions and modeling				4	40			44
	b. Overview map of water resources issues			2	8	10			20
	c. Proposed drainage system and modeling			2	6	60			68
	d. Pond design			2	6	20			28
	e. Proposed drainage memorandum with drainage area maps			10		20			30
	f. Storm water pollution prevention plan (SWPPP)		2	4		14			20
	Subtotal: Drainage design hours	0	6	30	28	204	0	4	272
	Deliverables: Water resources technical report, drainage memorandum, drainage plans, and SWPPP								
TASK 9	DESIGN MEMORANDUMS								

CSAH 28/CSAH 63 Preliminary Design from South of TH 55 to South of CSAH 26

City Project #2014-11, County Project #63-25

		Principal	Project Manager	Project Engineer	Designer/ Technician	Staff Engineer	Subconsultant	Admin	TOTAL
	Purpose: To document the project design criteria and standards, to discuss any pertinent issues, and to document and justify any needed design exceptions								
9.1	Document design criteria, standards, and any needed design exceptions			4		8			12
9.2	Develop a Design Memorandum in accordance with the HPDP manual	2	4	8		16		4	34
9.3	Distribute the Design Memorandum to the State Geometrics Engineer and facilitate processing of the Design Memorandum. Review at PMT meeting		2	2					4
	Subtotal: Design memoranda hours	2	6	14	0	24	0	4	50
	Deliverables: Design memorandum								
TASK 10	30 PERCENT PRELIMINARY PLAN PREPARATION								
	Purpose: To develop 30 percent plans for the CSAH 28/CSAH 63 project								
10.1	Develop preliminary construction limits for right-of-way acquisition evaluation		2	4	8	4			18
10.2	Develop preliminary layout plan sheets including:								
	a. Alignment plan and tabulation			2	12	2			16
	b. In-place topography, utility, and right-of-way plans			10	24	6			40
	c. Construction plan layout	2	4	10	40	16			72
	d. Roadway profile layout		4	10	40	16			70
	e. Drainage plan layout		4	10	24	16			54
	f. Construction limits layout			4	12	6			22
	g. Erosion and sediment control plans			2	24	8			34
	h. Cross-section sheets			6	32	14			52
10.3	Develop preliminary construction cost estimate	2	4	4		8			18
	Subtotal: 30 percent preliminary plan preparation hours	4	18	62	216	96	0	0	396
	Deliverables: 30 percent plan layouts identified in the RFP and project construction cost estimate								
TOTAL PROJECT HOURS		38	172	296	384	614	560	24	2088



CSAH 28/CSAH 63 Preliminary Design from South of TH 55 to South of CSAH 26
August 22, 2014

August 22, 2014

Scott Thureen, P.E.
City of Inver Grove Heights
City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077
sthureen@invergroveheights.org

Brian Sorenson, P.E.
Physical Development – Transportation
Western Service Center 3rd Floor
14955 Galaxie Avenue
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■
2550 University Avenue
West
Suite 238N
St. Paul, MN 55114
TEL (651) 645-4197

Re: Cost Proposal
CSAH 28/CSAH 63 Preliminary Design from South of TH 55 to South of CSAH 26

Dear Mr. Thureen and Mr. Sorenson,

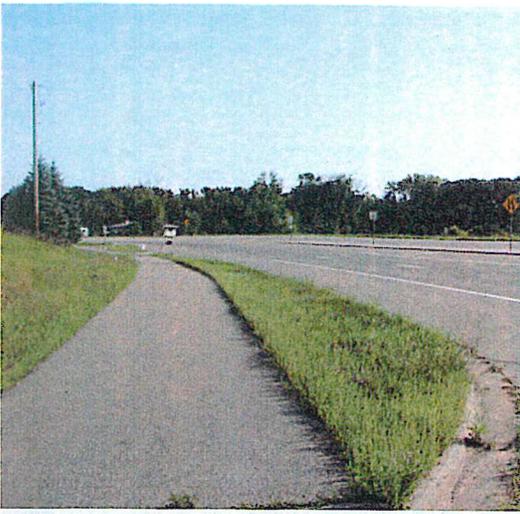
Kimley-Horn and Associates, Inc. is pleased to submit the enclosed cost proposal for the above-referenced project. The cost proposal provides a detailed breakdown of the estimated hours and costs for each of the major task items included in our work plan. Please let us know if you have any questions or we can provide any additional information.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

William C. Klingbeil, P.E.
Project Manager
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william.klingbeil@kimley-horn.com

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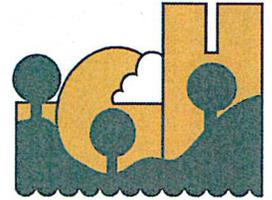


Proposal for

CSAH 28/63 Preliminary Design

Inver Grove Heights
Dakota County

August 22, 2014



Dakota
COUNTY

Submitted by:

Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337
P: 952-890-0509
F: 952-890-8065

Contact:

Chris Chromy, P.E., PTOE
C: 612-756-1236
chrisch@bolton-menk.com



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

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August 22, 2014

Mr. Scott Thureen
City of Inver Grove Heights
City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Mr. Brian Sorenson
Physical Development – Transportation
Western Service Center 3rd Floor
14955 Galaxie Avenue
Apple Valley, MN 55124

Re: Proposal for CSAH 28/63 Improvements

Dear Mr. Thureen and Mr. Sorenson:

Bolton & Menk, Inc. is pleased to submit the attached proposal for preliminary design and 30% final design for the CSAH 28/63 Improvements project. We acknowledge receipt of the original Request for Proposal (RFP) dated August 1, 2014 as well as the email clarifications dated August 7, 2014 and August 12, 2014. We have prepared our response in accordance with your request. By selecting the Bolton & Menk Team for your project, you can expect the following:

Experience and Expertise – We have assembled a team of engineers and other specialists to lead you to a successful project completion. Our team is very familiar with the site challenges of the area and has tremendous experience developing new arterial corridors in such environments. Dakota County can be assured we will focus on the details necessary to provide a safe and efficient arterial corridor. We have extensive experience preparing and facilitating MnDOT Staff Approved Layouts as well as completing Intersection Control Evaluations. You can expect our team to take full ownership of this project and the approval process. You can be assured we will be proactive in initiating and following up on tasks to keep the City and County informed on progress.

Familiarity with the NW Area – Our team is uniquely familiar with the NW Area and expectations of the City due to our experience working on the Argenta Trunk Utility project and review of preliminary plats in the area. This intimate knowledge of the area and City specification will enable our team to hit the ground running. Familiarity with the topography, transmission line owners, property owners, low impact development specifications, and city council priorities will be essential in achieving the layout approval in the desired aggressive timeline.

I will serve as the main point of contact throughout the contract process. My contact information includes:

Christopher S. Chromy, P.E., PTOE
Senior Project Manager and Principal Engineer
12224 Nicollet Avenue • Burnsville, MN 55337
P: 952-890-0509 • F: 952-890-8065 • chrish@bolton-menk.com

We appreciate the opportunity to submit this proposal. This proposal shall remain valid for a period of not less than 120 days from the date of submittal. If you have any questions, please contact me at 612-756-1236.

Sincerely,

Bolton & Menk, Inc.

Christopher Chromy, P.E., PTOE
Transportation Services Manager



Project Understanding, Approach, and Schedule

History and Context

The City of Inver Grove Heights and Dakota County, along with the City of Eagan and the Minnesota Department of Transportation (MnDOT) have been studying alternatives for transportation improvements along CSAH 28 and CSAH 63 for several decades. While Dakota County first identified a need for an east-west CSAH 28 connection in 1974, alternatives and recommendations weren't identified until the July 2000 CSAH 28 Corridor Study report. This report developed recommendations for improvement to CSAH 28 between TH 149 in Eagan and TH 3 in Inver Grove Heights. It also included recommendations for the upgrade to an interchange for the CSAH 28/CSAH 63 at TH 55 intersection.

In 2010 Inver Grove Heights, Eagan, Mendota Heights, Sunfish Lake, Dakota County, and MnDOT developed the Regional Roadway System Visioning Study to articulate a long-term vision for a regional transportation system that could support long-term growth and development for the area. The study made recommendations for 1) near-term safety and capacity improvements to CSAH 28 and CSAH 63 within the current project area, 2) an alignment of Future CSAH 28 east of CSAH 63 that would intersect CSAH 63 where future interchange ramps would be located (if interchange were to be constructed), and 3) high-volume, high-capacity intersection improvements to the CSAH 28/CSAH 63 at TH 55 intersection. The study also recommended consideration of a long-term interchange solution for the CSAH 28/CSAH 63 at TH 55 intersection.

Currently Inver Grove Heights, in cooperation with Dakota County and MnDOT, has issued a Request for Proposals for Preliminary Engineering and 30% Final Design services. This RFP seeks engineering services for the reconstruction of CSAH 28 and CSAH 63 (Argenta Trail) from south of TH 55 to south of CSAH 26, the extension of Future CSAH 28 (Amana Trail) to CSAH 63 at a location that considers future interchange ramps, and the reconstruction of the CSAH 28/CSAH 63 at TH 55 intersection.



The CSAH 28/CSAH 63 at TH 55 intersection work includes safety and capacity improvements and the construction of a permanent traffic signal. A requirement of the

work at TH 55 includes preserving the possibility of an interchange, should such an intersection design be justified in the future.

This response provides the Bolton & Menk approach to providing engineering services for the scope of work and deliverables to complete the Preliminary Engineering, 30% Finals Plans, and obtaining MnDOT Level 1 Layout.

Need and Purpose

The need and purpose for the CSAH 28/CSAH 63 reconstruction project is to:

1. **Support area development with an identified alignment and profile for CSAH 28/CSAH 63 through the project area** - Identifying the CSAH 28/CSAH 63 alignment and profile will allow the extension of public utilities in a thoughtful manner at the correct location and elevation to avoid disruptions and added cost during the reconstruction of CSAH 28/CSAH 63.
2. **Provide a new, more versatile, permanent traffic signal for the CSAH 28/CSAH 63 at TH 55 intersection** - Providing a new permanent traffic signal will replace the existing span wire system and provide safety and capacity improvements for the intersection.
3. **Provide safety and capacity improvements for the CSAH 28/CSAH 63 at TH 55 intersection** - While recognizing that a permanent traffic signal downstream from an interchange poses a threat to mainline driver

Project Understanding, Approach, and Schedule

expectations, Bolton & Menk will identify and recommend safety improvements such as extended deceleration lanes for the mainline traffic and the evaluation of advanced warning flashers. Additional safety improvements include intersection geometry consistent with design-year traffic levels, improved sightlines for TH 55 and CSAH 28/CSAH 63 drivers, and pedestrian accommodations.

4. **Make near-term improvements along CSAH 28/CSAH 63 while considering the long-term system needs** - This project is needed to effectively respond to near-term traffic needs while considering the long-term roadway needs for the area. This need compliments 1) and 3) above by making those near-term improvements that support development, platting for ultimate right-of-way needs through the development process, and making the improvement needed today (safety and capacity) while preserving the location and footprint of an interchange.

Understanding and Approach

The CSAH 28/CSAH 63 Preliminary Design project area includes key roadways significant to existing traffic demand and patterns. These same roadways will experience significant change in traffic demands as land use patterns change and the surrounding area develops over the next 20 years. To meet the demands of these anticipated changes and support development potential, Inver Grove Heights and Dakota County are proposing the reconstruction of CSAH 28/CSAH 63 from south of TH 55 to south of CSAH 26.

This project is part of a vision for improvements to CSAH 28/CSAH 63 to support development through the identification of the CSAH 28/CSAH 63 corridor, and provide safety and capacity benefits to the road network. To achieve project success, and support the overall vision, the project team will need to overcome significant obstacles related to a highly varied existing topography, transmission lines for electricity and gas, balancing short- and long-term traffic needs, and upcoming development that may occur prior to the completion of this project in 2016.

Existing Topography and Natural Features



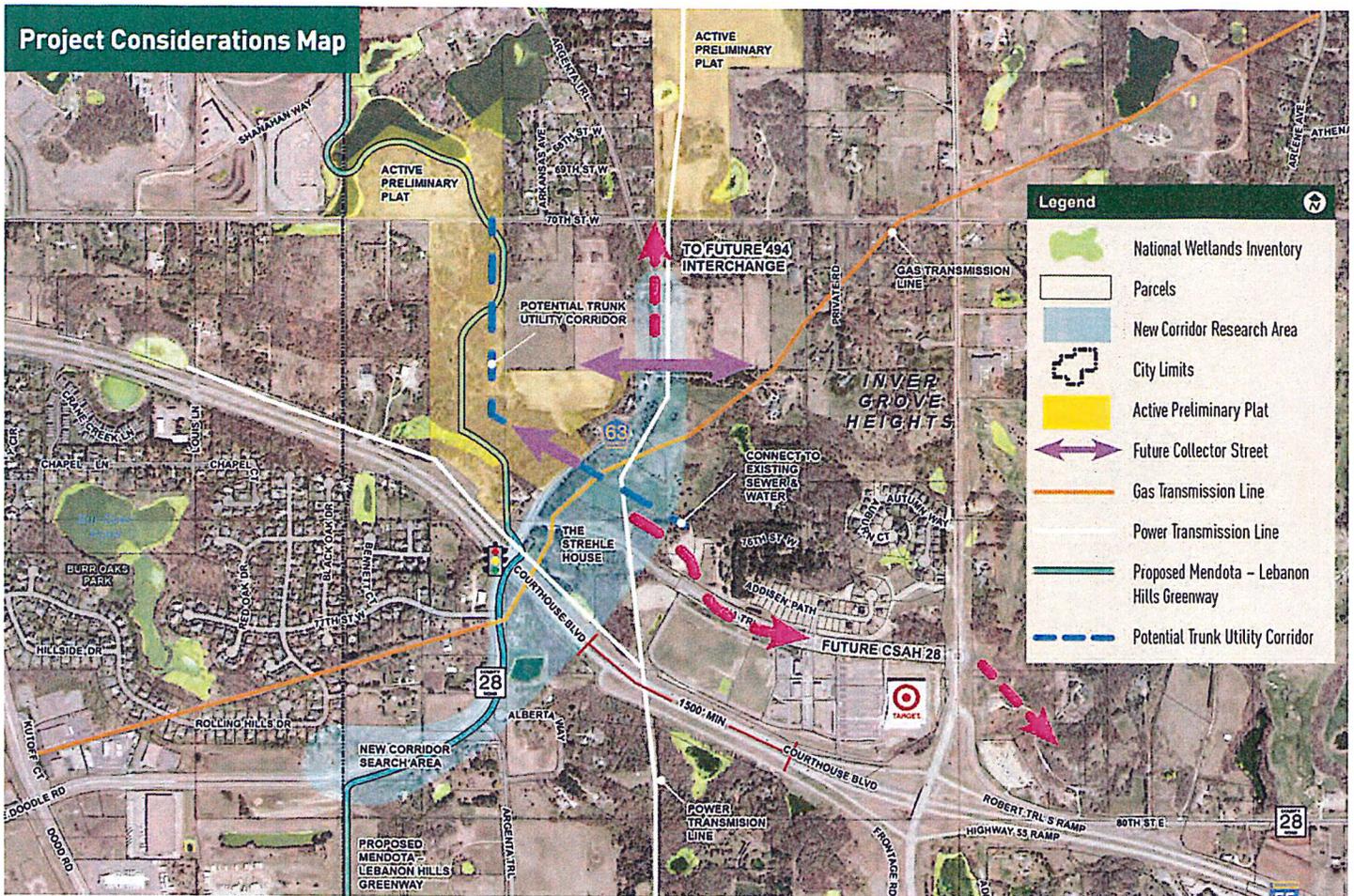
The existing terrain of the project area varies from being relatively flat on CASH 28 south of TH 55 to a significant increase in elevation on CSAH 63 from TH 55 north to

the proposed Future Collector Street corridor (see Project Considerations Map on the follow page). From the Future Collector Street corridor to the north, CSAH 63 descends as it approaches CSAH 26. Additionally, from field visits we have observed significant elevation changes along the anticipated new CSAH 28/CSAH 63 alignment east of the existing alignment.

The Bolton & Menk team understands the relationship between the horizontal alignment/vertical profile and the associated impacts for each alternative. We further understand that impacts can change dramatically with minor changes in the alignment or profile, especially with challenging terrain such as this. Our approach will be to perform a 3-dimensional (3D) CADD analysis of each alignment alternative to fully understand the level of impacts both qualitatively and quantitatively.

Bolton & Menk staff understands the varied considerations that must be given to engineering design and project implementation for areas with new alignments, adjacent developments, challenging terrain, and area standards such as the Northwest Area Standards. As we complete the preliminary engineering and 30% Final Design plans for this project, we will minimize impacts to the built and natural environments, look for opportunities for collaboration with adjacent property owners on platting for stormwater management facilities, and whenever feasible and economical, design stormwater management facilities to accommodate the ultimate roadway section for a given area.

Project Understanding, Approach, and Schedule



Transmission Lines for Electrical and Gas

Within the project area there are two significant utility transmission lines: electrical and gas. The electrical line runs roughly parallel to TH 55 near CSAH 28/CSAH 63 and there is also a north-south segment of this line adjacent to CSAH 63 at the north end of the project. The gas line runs roughly parallel to and east of the CSAH 28/CSAH 63 corridor. The challenge is that relocating (horizontally) or adjusting (vertically) either of these transmission lines would have significant impacts to the project’s budget, and potentially its schedule, while avoiding the transmission lines may limit a desired alignment option.

Bolton & Menk’s engineers and surveyors will work closely with the private utility owners to locate the gas and electrical transmission lines. We will also work closely with the private utility owners and the County Project Manager to determine the easements for these two lines and for other utilities in their own easement. Because the relocation of utility transmission lines and the easements

would be detrimental to the project budget, and more importantly the project schedule, Bolton & Menk’s approach would be to avoid these utilities as much as possible. We intend to accomplish this through creative problem solving and solutions, and through the design flexibility for horizontal and vertical alignments allowed in State Aid and other Standards. Bolton & Menk’s Project Managers will work closely with all utility owners to ensure the utility coordination process does not cause any delays in the project. We intend to accomplish this through early identification of utility owners, listening, and communicating timely information about the project.

Development

We are aware of current developments adjacent to the project area and have identified active preliminary plats on the Project Considerations Map. A challenge for this project is the selection of a preferred alignment and development of the vertical profile prior to final plats being submitted or public utilities being extended.

Project Understanding, Approach, and Schedule

Choosing an alignment prior to platting will support the City's efforts to plat the right-of-way along CSAH 28 (150 feet) and CSAH 63 (200 feet) ultimately needed to support the long-term traffic projections of the Regional Roadway System Visioning Study. Developing a vertical profile prior to providing utility extensions for development allows those utilities to be placed at the proper depth, thus avoiding disruption and added cost during the reconstruction.

Currently, Bolton and Menk personnel are working with City staff on the extension of public utilities to the west side of CSAH 63 along a potential public utility corridor north of the existing Future CSAH 28 (Amana Trail) alignment. These utilities would service active preliminary plats west of CSAH 63. During the preliminary design of CSAH 28/CSAH 63, Bolton & Menk staff will work City and County staff to determine the desired location and elevation of public utilities based on the identified alignment and profiles for CSAH 28/CSAH 63. This determination would allow the extension of public utilities prior to project completion.

Balancing Short- and Long-term Traffic Needs

From the Regional Roadway System Visioning Study, Bolton & Menk is aware of the recommendations for roadway upgrades to support the long-term vision for the area and full development. These recommendations include: 1) the realignment of CSAH 28 south of TH 55 in a manner consistent with other roadway improvements, 2) the realignment and expansion of CSAH 63 from TH 55 to I-494 as a 6 lane roadway and new interchange on I-494, 3) the connection of Future CSAH 28 (Amana Trail) to CASH 63 at a location where interchange ramps would be located if an interchange were to be constructed in the future, and 4) considering a high-volume, high-capacity intersection upgrade for the CSAH 28/CSAH 63 at TH 55 intersection or a long-term interchange at this location.

The Bolton & Menk project team understands that while the long-term vision for the project area is consistent with the Need and Purpose of the CSAH 28/CSAH 63 project, there may be instances where tensions between these two themes arise. An example might be that elements of a safe design for the CSAH 28/CSAH 63 at TH 55 intersection may not fully align with the long-term planning of a future interchange.

The Bolton & Menk approach will be to fully understand and communicate the needs of the CSAH 28/CSAH 63 realignment and work to provide the best possible design for the City and County. We will use our understanding of the long-term vision along with our planning and engineering capabilities to implement consideration of future transportation needs.

Project Description

Bolton & Menk, Inc. is preparing this proposal to provide engineering services for Inver Grove Heights and Dakota County to complete the scope of work and deliverables for Preliminary Engineering, 30% Final Plans, and MnDOT Level 1 Layout approval as described in the RFP and restated here:

- Reconstruct CSAH 28/CSAH 63 at TH 55 intersection
 - Installation of a permanent traffic signal
 - Including turn lanes on all approaches
- Reconstruct CSAH 28 (Yankee Doodle Road/Argenta Trail) as a 4-lane divided roadway
 - Argenta Trail intersection south of TH 55 to TH 55
- Reconstruct CSAH 63 (Argenta Trail) as a 4-lane divided roadway
 - TH 55 to 2800' north of TH 55 (approximately 600 feet south of CSAH 26)
- Extend the current 3-lane section on Future CSAH 28 (Amana Trail) west to CSAH 63
 - at a location that considers a potential future folded diamond interchange for the CSAH 28/CSAH 63 at TH 55 intersection

Project Objectives

The purpose of this work is to:

- Develop a design for improvements to CSAH 28 and CSAH 63 in the area of TH 55
 - As identified for 2016 construction in city and County CIPs
- Develop a plan that supports current and potential development opportunities and aligns them with current and long-term roadway needs
 - The preliminary plan will allow consideration of future permanent right-of-way during the platting process
- Develop a preliminary design that allows for a future interchange at the CSAH 28/CSAH 63 at TH 55 intersection

Project Understanding, Approach, and Schedule

- Our work will consider the future construction of an interchange on TH 55 and would not preclude an interchange in the future

include minimizing near- and long-term costs, supporting development opportunities within and surrounding the project area, and considering future transportation needs while developing and implementing near-term transportation solutions. The table below provides a restatement of the project goals from the RFP and identifies them according to the primary benefits they would provide.

Project Goals

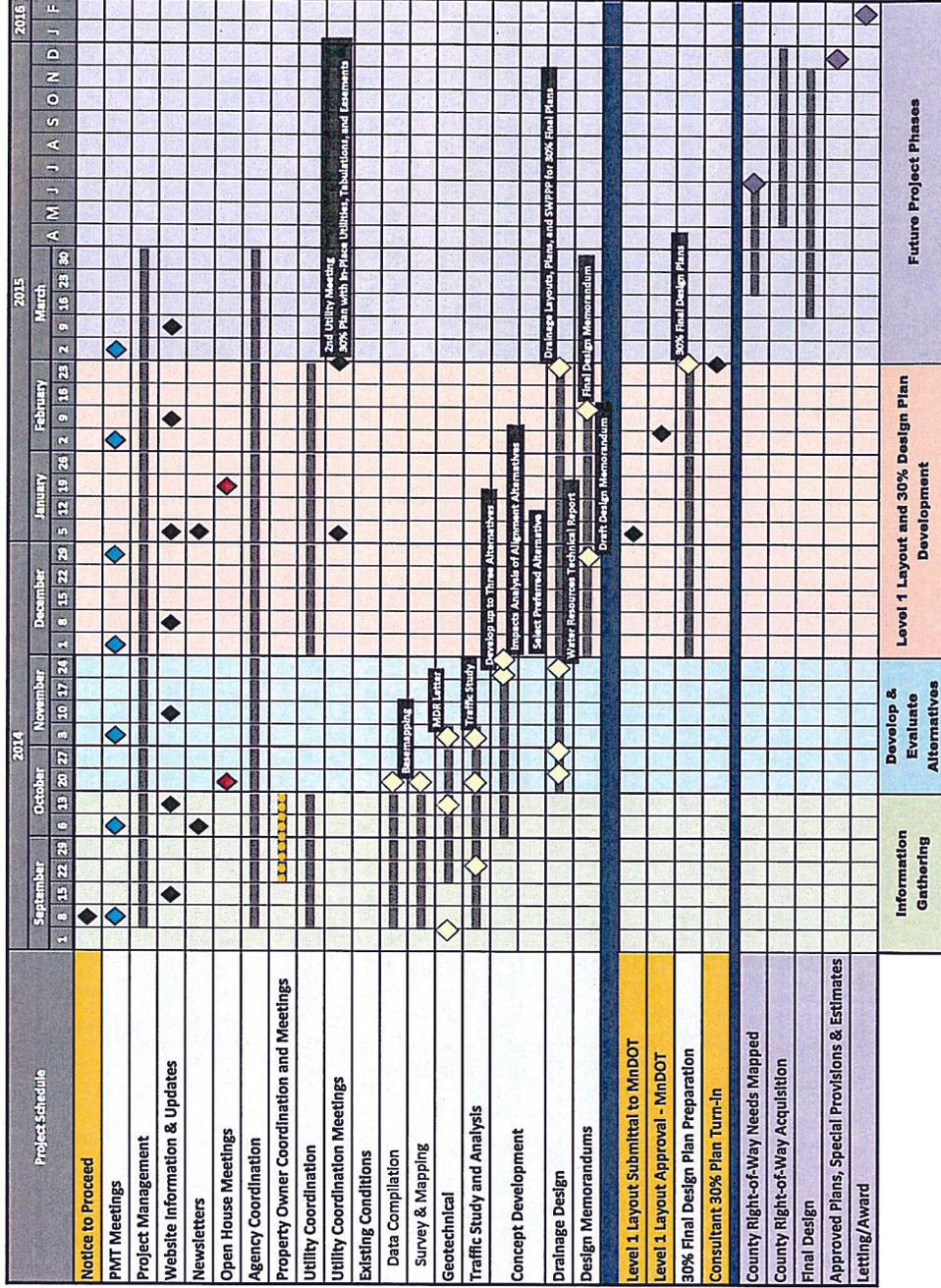
Inver Grove Heights and Dakota County’s goals for this project align with providing safety and capacity improvements to Amana Trail (Future CSAH 28), CSAH 28, and TH 55 within the project area. Additional goals

Summary of Goals for CSAH 28/CSAH 63 Preliminary Design						
Stated Project Goal	Safety	Capacity	Minimize Costs	Support Development Opportunities	Consideration of Future Transportation Needs	
	Improve safety for existing traffic along CSAH 63 by bringing the roadway up to current State Aid design standards, and provide capacity for future traffic, consistent with City of Inver Grove Heights’ plans for urban development and recent development	✓	✓		✓	
Installation of a permanent signal system at the TH 55 intersection, consistent with MnDOT plans	✓	✓				
Improve CSAH 63 and CSAH 28 in a way that will allow for a future interchange at the intersection of TH 55, should it be needed in the future			✓		✓	
Provide a plan for use in collaboration with development directly north of TH 55 for the extension of Amana Trail as future CSAH 28, connecting with CSAH 63				✓	✓	
Minimization of near-term and long-term costs			✓			
Provide a geometric design that includes:	4-lane divided roadway for CSAH 28 south of TH 55 and for CSAH 63 north of TH 55, including trails on both sides of the roadway. The section should fit within a 150’ wide right-of-way corridor noting that a 200’ right-of-way corridor will ultimately be needed to support the long-term traffic projections identified in the RRSVS	✓	✓	✓		✓
	3-lane divided roadway in a 150’ wide right-of-way corridor for CSAH 28 east of CSAH 63, including trails on both sides of the roadway, consistent with the section of Amana Trail already constructed. This section is 50’ of right-of-way to support long-term 4-lane divided needs	✓	✓	✓		✓
	55 mph design speed for CSAH 28 and CSAH 63. 65 mph design speed for TH 55	✓				
	Construction of a permanent signalized intersection at TH 55 and CSAH 63/28	✓	✓	✓		
	Turn lanes on TH 55 that provide for proper deceleration of vehicles and enough storage to accommodate existing peak hour volumes and expected growth over the next 20 years	✓	✓			✓
	Adequate sight lines at all intersections	✓				
	Obtain MnDOT Level I Layout approval prior to February 6, 2015				✓	

Project Understanding, Approach, and Schedule

Project Schedule

We will achieve the project schedule by dedicating the necessary resources and expertise of the Bolton & Menk Team to define and deliver the critical tasks in the timeline required. We recognize that the proposed schedule is aggressive but achievable, given our demonstrated expertise in delivering similar projects. The following project schedule identifies the major project tasks, relationships, and estimated durations required to achieve the project goals as detailed in the RFP. Following authorization from Dakota County, the Bolton & Menk Team will work with County and City staff to further refine the scope of work and this project schedule. As the project proceeds, we will update the schedule monthly, modify task relationships as needed, refine the project critical tasks, and monitor progress. All critical path schedules will be coordinated with staff and project stakeholders during development and throughout the project.



Project Understanding, Approach, and Schedule

Work Plan

A detailed work plan further documenting our approach, task breakdown, deliverables, and methodology for preliminary and final design is included in the Appendix. We have included a work plan summary table below.

Work Task	Deliverable	Due Date	Key Staff
1 Project Management	<ul style="list-style-type: none"> Agendas Meeting Minutes Progress Reports (Monthly) Status Update Reports (Monthly) Invoices (Monthly) Contract Administration Requests (if necessary) Cost and Schedule Updates Billing Preparation 	Ongoing	Chromy, Lemke
2 Public and Agency Involvement	<ul style="list-style-type: none"> Schedule PMT Meetings (PMT Invitations) PMT Meeting Agendas PMT Meeting Materials PMT Meeting Minutes Two Draft Project Newsletters Displays, Handouts, Comment Cards, and Sign-in Sheet for Two Public Open Houses Agenda, Handouts, and Meeting Minutes for Approximately Six Agency Coordination Meetings One Set of MnDOT Level 1 Layout Submittal Plans and One Set of 30% Final Design Plans for each Utility Invitations, Agenda, Displays, Handouts, Sign-in Sheet, and Meeting Minutes for two Utility Coordination meetings 	Ongoing	Chromy, Lemke
3 Analyze Existing Data and Additional Data Collection	<ul style="list-style-type: none"> Updated Base Map Preliminary Hydraulics Report 	October 20, 2014	Lemke, Hilgardner, Leichty, Bienfang, Williams
4 Geotechnical Investigation	<ul style="list-style-type: none"> R/W / Utility Permit from Dakota County Typical Design Section Request Package Materials Design Recommendation Letter (MDR) 	September 9, 2014 October 13, 2014 November 3, 2014	Lund, Lemke, Hilgardner, Bienfang
5 Traffic Analysis	<ul style="list-style-type: none"> 2014 13-Hour Turning Movement Count Data for the CSAH 28/CSAH 63 at TH 55 Intersection Recommended Geometric Upgrades to CSAH 28/CSAH 63 at TH 55 Intersection Final Traffic Analysis Report with Conceptual Plan 	September 26, 2014 October 20, 2014 November 3, 2014	Allers, Lemke, Chromy
6 Concept Development	<ul style="list-style-type: none"> Development of up to Three Alternatives for the Alignment of CSAH 28/CSAH 63 (Argenta Trail) Impacts Analysis of the Alignment Alternatives 	November 24, 2014 November 27, 2014	Chromy, Lemke, Bienfang
7 Utility Coordination	<ul style="list-style-type: none"> Utility Contacts List Draft Geometric Layout 30% Final Plan Layouts and Cross Sections Utility Tabulation for Each Utility 	September 29, 2014 January 5, 2015 February 27, 2015 February 27, 2015	Lemke, Bienfang

Project Understanding, Approach, and Schedule

Work Task	Deliverable	Due Date	Key Staff
8 Drainage Design	<ul style="list-style-type: none"> • Surveyed As-Built of Existing System • Model of Existing Stormwater Management System • Overview Map • Layout of Proposed Drainage System • Stand-Alone Water Resources Technical Report • Drainage Memorandum Documenting Analysis • Pond Grading Plan • Detention Pond Design • Drainage Area Maps • Drainage Computations • Drainage Plan • Stormwater Pollution Prevention Plans • Temporary Erosion/Sediment Control Plans • Proposed Surface Drainage Tabulation • Proposed Storm Sewer Tabulation 	October 24, 2014 October 31, 2014 November 17, 2014 November 17, 2014 November 26, 2014 December 15, 2014 February 27, 2015 February 27, 2015	Lemke, Leichty, Bienfang
9 Design Memorandums	<ul style="list-style-type: none"> • Draft Design Memorandum • Final Design Memorandum 	December 22, 2014 February 13, 2015	Chromy, Lemke, Bienfang
10 30% Preliminary Plan Preparation	<ul style="list-style-type: none"> • MnDOT Level 1 Layout (January 5, 2015) • 30% Final Design Plans • Construction Cost Estimate • Alignment Plan Layout and Tabulations • In-Place Topography, Utility, & Right-of-Way • Construction Plan Layout • Roadway Profile Layout • Drainage Plan Layout • Construction Limits Layout • Cross-Section Sheets 	February 27, 2015	Lemke, Bienfang, Chromy, Hilgardner



Project Team and Qualifications

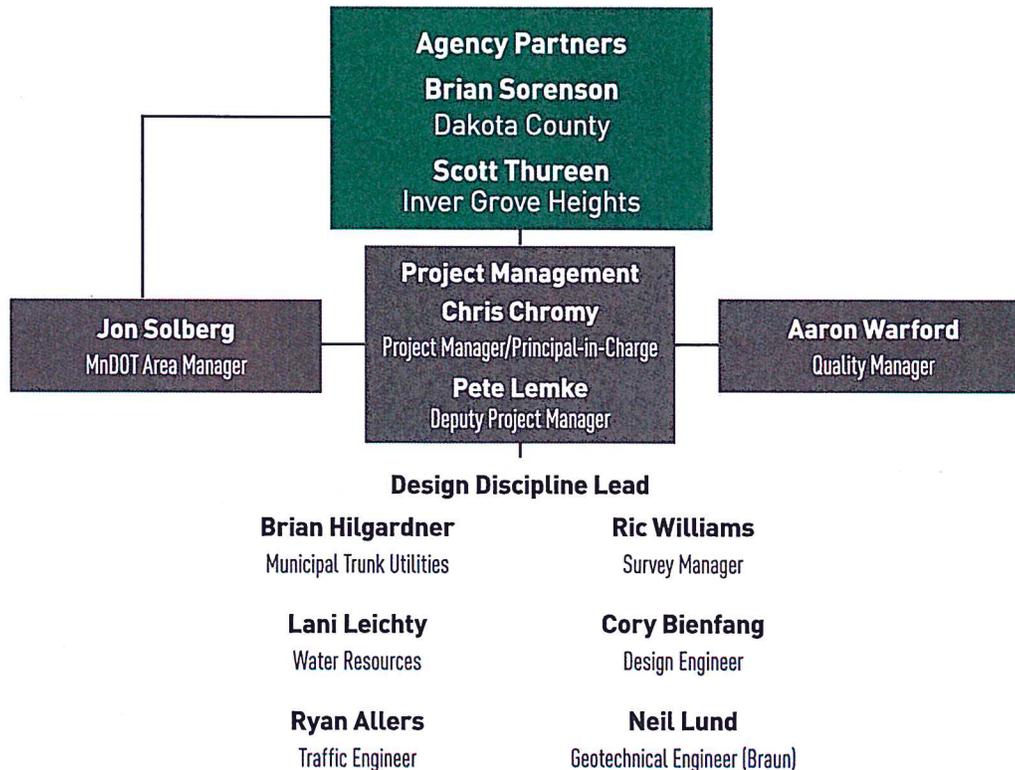
Bolton & Menk, Inc. was founded in 1949, incorporated in 1960 and is owned and operated exclusively by the professionals and technicians on the staff. Bolton & Menk offers specialized services and expertise in Traffic and Transportation Planning and Engineering; Civil Engineering; Water Resources; Landscape Architecture; Environmental Review Services; Water and Wastewater Engineering; and Surveying and GIS Mapping. We have built a foundation of transportation experience to help guide our clients through conceptual planning, preliminary and final design, regulatory approval, and construction. Our goal is to provide exceptional quality planning and engineering services while meeting project budgets and schedules.

Bolton & Menk’s success is grounded not only in technical and managerial approaches, but also in a commitment to customer service and client satisfaction. We realize that our clients can choose from a number of consultants. Consequently, we must continually strive to not only be a

reliable technical resource, but also a responsive partner with the ability to listen to and understand the unique needs of each client, resulting in a truly collaborative and successful relationship.

Bolton & Menk, Inc. has assembled an experienced and proven project team that is qualified to complete the project tasks required by Inver Grove Heights and Dakota County. We have partnered with Braun Intertec to provide geotechnical services for this project. Our proposed project team includes professionals with proven backgrounds and depth of experience that will ensure that all project goals and objectives are achieved.

A brief background and description of key individual roles is described in the following pages. The organizational chart below illustrates key personnel associated with individual tasks. Detailed resumes of key personnel are available upon request.



Project Team and Qualifications



Chris Chromy, P.E., PTOE **Project Manager**

Chris will serve as the Project Manager and Principal-in-Charge for this project and will be responsible for committing sufficient personnel and resources to accomplish the work plan and deliverables within the time frame defined. He will monitor progress, schedule, and budget and work closely with the Deputy Project Manager to ensure critical issues are addressed in a timely manner.

With over 20 years of experience as a transportation engineer and project manager, Chris applies his training and technical expertise in traffic engineering, access management, and geometric design principles to supplement his experience delivering transportation projects such as this. He is experienced in working with multiple agencies to deliver critical transportation safety and capacity improvements. He does this through a focused effort to first understand each agency's perspective and priorities and then find solutions that can be acceptable to each agency. He also has a deep appreciation for the interdependent relationships between the various functional areas of a project and never loses sight of specific details important to the success of the project.

Chris' success has been, and will continue to be, rooted in effective stakeholder involvement. He understands and appreciates that acceptance and approval for a project begins with those most affected and intimately connected. He is able to relate well to a broad spectrum of people and establish a trusting relationship through genuine and honest discussion. He approaches each stakeholder with an open mind. He is humble enough to recognize he doesn't know everything yet experienced enough to steer conversations in a constructive manner. Chris is accommodating to individual needs, yet strikes an acceptable balance with the responsibility of the agencies he represents.

The City of Inver Grove Heights and Dakota County can expect Chris to take charge of this project and lead them through the many challenges it presents. Chris has substantial experience in planning and design of new county road corridors as well as state highway intersection improvements on high-speed divided highways. From early years working with Mr. Sorenson on future CSAH 5 in Belle Plaine to recent experience on future CSAH

5 in Pine Island in Olmsted County; Mr. Chromy has proven experience developing 4-lane arterial corridors in developing areas with challenging terrain. He also has led the development of more than a dozen Level 1 and Level 2 geometric layouts as well as facilitate the MnDOT staff approval process. Chris's recent experience leading the TH 10 Access Planning Study for MnDOT Metro has elevated his reputation for innovative, realistic, flexible, and focused at-grade and grade-separated intersection solutions on high speed divided corridors. Chris holds a B.S. Degree in Civil Engineering from the University of Minnesota.



Pete Lemke, P.E. **Deputy Project Manager**

Pete will serve as the Deputy Project Manager and will assist Chris in all aspects of the project development and administration.

Pete is a Transportation Project Manager, joining Bolton & Menk in August 2014. Since starting his career in 1995, Pete has developed experience and expertise in geometric design on a variety of projects, including roadways, bridges, trails, and sidewalks. This experience includes Project Management for State Aid and Federal Aid roadway reconstruction projects, environmental documentation, public participation, project scheduling, and budget management. Additionally, Pete has experience in the management of local road systems, working as a Senior Transportation Engineer for Hennepin County, the largest local public works agency in the State. This experience included working on many aspects of county road system management, including engineering studies, county road safety planning, safety improvements, grant applications, process improvements, asset management, and plan review. Additionally, this work included extensive interactions with the public, county officials, and coordination with many agencies.

The City of Inver Grove Heights and Dakota County can expect Pete to be proactive in all collaboration with City and County staff, coordination with MnDOT and private utility owners, and communication with affected property owners. Pete will work tirelessly with the consultant team to push the boundaries of potential solutions. You can count on Pete to ask the tough questions and not stop until an acceptable solution can be achieved. Pete holds a B.S. Degree in Civil Engineering from the University of Minnesota.

Project Team and Qualifications



Aaron Warford, P.E. **Quality Manager**

Aaron will serve as the Quality Manager responsible for the administration of the Quality Management Plan for the project.

Aaron has 15 years of transportation experience, managing projects requiring extensive federal, state, local, and multiagency coordination efforts. This experience includes Project Management in both design and construction of Project Management in both design and construction of County and MnDOT highways, complex intersections, roundabouts, and ADA compliant facilities. His relevant project experience includes TH 61 improvements in White Bear Lake, TH 169 Reconstruction in Blue Earth, and TH 61 Reconstruction in downtown Red Wing. Aaron holds a B.S. Degree in Civil Engineering and M.B.A. Degree in Strategic Management, both from the University of Minnesota.



Brian Hilgardner, P.E. **Municipal Trunk Utilities Engineer**

Brian will serve as Municipal Trunk Utilities Engineer responsible for the evaluation of water and sewer utility impacts,

consideration of low impact development practices, and private utility coordination. Brian has experience with the development and design of municipal reconstruction projects, including street construction, sanitary sewer systems, lift stations, water distribution systems, stormwater collection systems, and pedestrian facility construction.

Brian's experience preparing the NW Argenta Trunk Utility Extension Feasibility Study gives our team unmatched understanding of the site challenges, primary developer priorities, and City expectations for the NW area. Brian holds a B.S. Degree in Civil Engineering from the University of Minnesota. Brian and Chris have worked together on numerous municipal-transportation improvements over the past 15 years; many of which are within Dakota County.



Ric Williams, L.S. **Survey Manager**

Ric will be responsible for the survey needs on the CSAH 28/63 Improvements project. Ric has 30 years of surveying experience.

He serves as the Metro Area Survey Coordinator and

is responsible for the supervision of field crews and technicians as well the coordination of survey work for the Metro offices of Bolton & Menk. Ric oversees all aspects of land surveying activities from the establishment of initial project control through project delivery and construction staking. Ric has provided topographic and right-of-way mapping for municipal and transportation projects at Bolton & Menk for the past 12 years. He has experience working with Brian in the NW Inver Grove Heights area as well as with Chris on Dakota County projects in Burnsville, Apple Valley, Eagan, West St. Paul, Mendota Heights, and South St. Paul.



Lani Leichthy, P.E. **Water Resources Engineer**

Lani will serve as the Water Resources Engineer and will be responsible for hydraulics and stormwater treatment for the

project. Lani began his engineering career in 1985 with experience in both the public and private sectors of water resource engineering. His background includes experience in stormwater management, hydrology and hydraulics, and wetland permitting. He has extensive expertise working with the Wetland Conservation Act (WCA) permitting process and writing wetland reports. He has experience with projects that include highway, street, storm sewer, detention basins, and underground utility improvements.

Lani has additional experience that includes technical review of development plans and specifications to ensure they meet local government ordinance requirements and City, County, State, and WMO stormwater regulations. Low impact development (LID) projects that involve volume reduction that have been designed by Mr. Leichthy have included infiltration basins, bioretention swales, and rain gardens. Design of Best Management Practices (BMP's) into erosion control plans and preparation of Stormwater Pollution Prevention Plans (SWPPP) are also one of his water resources responsibilities. Lani has more than a decade of experience working with Chris on transportation projects including the recent completion of CSAH 12 in Prior Lake. Lani holds a B.S. Degree in Agricultural Engineering from Iowa State University.

Project Team and Qualifications



Cory Bienfang, P.E. **Design Engineer**

Cory will serve as a Design Engineer for the CSAH 28/63 project and will be responsible for the development of the roadway and

trail alignment, geometry, profile, and construction limits. Cory has more than 8 years of experience with a wide range of projects related to highway and streets, municipal sanitary sewer systems, municipal water systems, stormwater systems, and residential and commercial developments.

Cory's design background includes preliminary and final design, preparation of construction plans and specifications, and preparation of cost and quantity take-off estimates. In addition to his design experience, he has several summers of experience working as a construction observer on projects for numerous municipalities in Minnesota. Cory has over three years of design experience with AutoCAD Civil 3D and AutoTurn. Cory's recent experience includes the development of a Level 1 layout for TH 25 in Buffalo as well as serving as Design Engineer with Chris on the Olmsted County 125th Street NW Corridor Planning Study. Cory holds a B.S. Degree in Civil Engineering from South Dakota State University.



Ryan Allers, P.E., PTOE **Traffic Engineer**

Ryan will be responsible for the Intersection Control Evaluation (ICE) evaluation and reporting for TH 55 at CSAH 28/63 as well

as other traffic safety and operation needs on the CSAH 28/63 Improvements project. Ryan is a Senior Traffic Engineer who began his career in traffic engineering in 2002. He has demonstrated the ability to work on a variety of multidiscipline projects completing project studies, preliminary engineering, geometric layouts, final design plans, specifications, and cost estimates.

Ryan is skilled in many software packages, including Synchro/SimTraffic, CORSIM, Paramics, Highway Capacity Software (HCS), SignCAD, MicroStation, and AutoTURN. He also has specific traffic engineering experience in traffic studies, traffic operations analysis, traffic control plans, staging plans, traffic signal plans, lighting plans, signing plans, and pavement marking plans. Ryan has recent experience preparing ICE reports

for TH 75/TH 210 in Breckenridge, TH 21/30th Street in Faribault, and TH 25/8th Street in Buffalo. Ryan holds a B.S. Degree in Civil Engineering from North Dakota State University.



Neil Lund, P.E. **Geotechnical Engineer**

Neil of Braun Intertec will be responsible for all geotechnical aspects and pavement recommendations of this project including the

Materials Design Recommendation (MDR) letter consistent with MnDOT requirements. Neil is trained and experienced in pavement and geotechnical evaluations, consultation on pavement-related issues and pavement testing coordination. His experience spans all aspects of pavement construction, including geotechnical evaluations and pavement design for new construction per Minnesota Department of Transportation (MnDOT) and other standards; performing network- and project-level evaluations of roadways and parking lots for both public- and private-sector clients; and forensic evaluations of pavement failures, among many other types of projects. Neil holds a B.S. Degree in Civil Engineering from the University of Minnesota. His recent project experience includes Turn Lane Construction, Argenta Hills 2nd Addition in Inver Grove Heights, and Rochester Boulevard and TH 52 Interchange in Randolph and Hampton Townships.

Staff Availability

The Bolton & Menk project team includes individuals with the appropriate technical and managerial experience and training to complete this project to the satisfaction of the participating agencies. Bolton & Menk is committed to maintaining the availability of the proposed project team throughout the project to ensure quality project deliverables while satisfying the prescribed project schedule.

Although we are proposing the project staff previously detailed in this section, we will draw upon Bolton & Menk's professional and technical staff of more than 300 members as needed. This additional resource brings substantial planning, engineering, and support capabilities across a wide range of transportation, civil engineering, environmental, surveying, and administrative skills.

Project Team and Qualifications

Key Personnel	Project Commitments	Anticipated Completion	% Dedicated	Availability
Chris Chromy	Southview Boulevard Dakota County	Feb 2015	20%	50%
	CSAH 34 Corridor Study Steele County	Feb 2015	15%	
	Firm and Group Duties Bolton & Menk, Inc.	Ongoing	15%	
Pete Lemke	None	-	0%	100%
Aaron Warford	TH 61 Reconstruction City of Red Wing/MnDOT	Dec 2015	15%	60%
	CSAH 42 Trail Dakota County	Feb 2015	25%	
	Argenta Trunk Utilities City of Inver Grove Heights	Apr 2015	30%	
Brian Hilgardner	Downtown Levee Park City of Hastings	Sep 2015	10%	40%
	TH 61 Reconstruction City of Red Wing/MnDOT	Dec 2015	5%	
	General Engineering Empire Township	Ongoing	10%	
Ric Williams	Development Review City of Burnsville	Ongoing	5%	60%
	Southview Boulevard Dakota County	Sept 2014	10%	
	NW Area Utilities Inver Grove Heights	Oct 2014	15%	
Lani Leichty	Firm and Group Duties Bolton & Menk, Inc.	Ongoing	15%	70%
	TH 61 Reconstruction City of Red Wing/MnDOT	Dec 2015	5%	
	MS4 Permitting Multiple Agencies	April 2015	20%	
Cory Bienfang	Plan Reviews City of Burnsville	Ongoing	5%	60%
	Argenta Trunk Utilities City of Inver Grove Heights	Apr 2015	40%	
	County Road E City of Arden Hills	Oct 2014	10%	
Ryan Allers	TH 169 RCUT Le Sueur County	Jan 2015	15%	60%
	TH 25 Improvements City of Buffalo	Feb 2015	15%	

Project Experience

Bolton & Menk, Inc. has assembled an experienced and industry leading team of professionals with a proven track record of delivering high quality public improvement projects. We have assembled a team of specialists with the training and expertise necessary for a successful project. Our team is experienced working together on multiagency transportation projects, many of which include:

- New arterial corridor alignments
- MnDOT layout approval process
- Regional greenway alignments
- Private utility transmission line avoidance
- High speed signalized and grade separated intersections
- Right-of-way identification and preservation
- Public and stakeholder participation

Three examples of recent and relevant projects our team has delivered are described below.

TH 10 Access Planning Study, MnDOT Metro District



Highway 10 is a principal arterial roadway providing a significant transportation connection from Minneapolis-St. Paul to the northwest suburbs and beyond.

The 4-lane roadway (Anoka/Sherburne County line to the Rum River) carries average daily traffic volumes ranging from 33,500 to 61,000 vehicles per day.

Highway 10 has been studied numerous times over the past decade, each time furthering the planning for conversion to a full freeway.



Based upon traffic volumes and safety concerns, a freeway may be the proper vision for this corridor. The corridor is commonly congested and has much higher than average crash and severity rates than comparable corridors. In addition, the corridor has five signalized intersections and numerous other access points (14.5 per mile) contributing to the degradation of the facility.

Considering current overall state and federal funding levels, it will be difficult to achieve the vision of a freeway facility on this portion of Highway 10 within the next 20 years. To reduce crashes and improve mobility issues, project partners realize it is reasonable and responsible to implement lower cost, interim measures that incrementally improve safety and operations for all users of the Highway 10 corridor.

MnDOT Metro and Anoka County relied upon Bolton & Menk to take a fresh and critical look at this corridor. The intent of this study was to identify high-benefit

Project Team and Qualifications

improvements that are fiscally responsible so improvements can be funded, programmed, and implemented incrementally. Study partners received an innovative, realistic, flexible, and focused plan for up to 18-22 projects that will systematically consolidate access, develop a local roadway system, and incrementally transition 5 at-grade signalized intersections to 4 grade-separated intersections.

This planning effort is relevant to the TH 55/CSAH 28/CSAH 63 project due to its focus on improving at-grade intersection performance on a high-speed, divided corridor; transitioning at-grade improvements to future grade-separated intersections; and working with MnDOT Metro and Central Office geometricians on effective improvement strategies.

CSAH 17 & Vierling Drive and CSAH 17 at TH 169 North Ramp, City of Shakopee, Minnesota

County Highway (CH) 17, otherwise known as Marschall Road, is a vital roadway to the City of Shakopee and



Scott County as it serves as one of the primary access points to TH 169. The City and County worked together to preserve and expand this corridor to accommodate the growing demands that are placed upon it. Bolton & Menk led the project partners to identify multiple methods to accommodate the existing and forecasted movements and demands, as well as means to incorporate the desired safety elements. Bolton & Menk continues to lead this project through construction. The project design was based on the objectives listed below and confined to the available funding:

- Develop creative/cost saving concepts
- Fully understand traffic patterns and demands
- Maximize safety, mobility, and capacity
- Accommodate pedestrian traffic
- Minimize or eliminate private property impacts
- Protecting and enhancing the business environment

This element of the study considered many deficiencies along the corridor including:

- High crash rates
- Turning demands are underserved
- Traffic back-ups on TH 169
- Close intersection spacing
- Poor pavement condition
- Business access/closures
- Land use changes

Bolton & Menk incorporated the core goals set for this challenging project to ensure successful delivery:



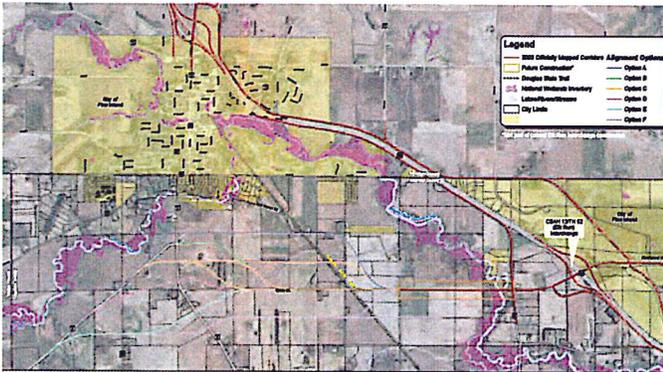
- Meaningful engagement of project stakeholders (City/County/State/Public)
- Innovative thinking/Identify progressive solutions
- Maximize capacity with low cost solutions
- Maximize safety by evaluating conflict points and crash history
- Minimize cost and risk of right-of-way and easement acquisition by developing concepts that fit within the existing right-of-way
- Guide project partners through layout approval (City/County/State)
- Construction staging will be a component of concept development - not an afterthought
- Provide fiscally responsible recommendations
- Deliver high quality construction plans and contract documents
- Deliver a complete turnkey project

This project is relevant to the TH 55/CSAH 28/CSAH 63 project due to its heavy left turn demands and conflicts; evaluation of future interchange improvements on TH 169; and working with MnDOT Metro to achieve a Staff Approved Layout.

Project Team and Qualifications

Olmsted County 125th St. NW, Olmsted County, Minnesota

Bolton & Menk, Inc. completed a corridor planning study, prepared a State Environmental Assessment Worksheet, and prepared an Official Map for a future regional arterial south of the City of Pine Island in Olmsted County.



Project Elements

- Olmsted County, Rochester-Olmsted Council of Governments, MnDOT, and the City of Pine Island were proactive in planning for future transportation needs including access to TH 52. Several previous plans identified the need to provide a county road connection on the south side of Pine Island, across the Middle Ford of the Zumbro River to a future planned interchange with TH 52.
- With the advent of the Elk Run development, a large mixed use master planned development along TH 52 and south of Pine Island, the need for this future county road connection became more imminent.
- Olmsted County initiated a Highway Corridor Preservation Program focused on identifying corridors for future construction and protecting them from encroaching development through the adoption of an Official Map.
- The corridor preservation study was initiated to identify the corridor alignment, complete an environmental study and adopt an official map to preserve the right-of-way for future roadway construction.

Bolton & Menk Services

- Completion of land use, transportation, and environmental screening analyses to identify and understand the issues, constraints, and opportunities within the study area.
- Development and implementation of a robust public involvement program including Project Steering

Committee meetings (City, Township, County, ROCOG, MnDOT and school district), individual property owner meetings, public open house meetings, environmental resource agency meetings, elected official meetings, project mailings, and a project website.

- Developed a purpose and need for future improvements based on the identification of issues and public input.
- Documentation of the early scoping of issues and the existing roadway, its environment and deficiencies, and needs through a Location Study Report, consistent with the MnDOT State Aid Manual.
- Traffic counts and crash data were collected and evaluated to assess existing operations and safety of the corridor.
- Identification of a range of concept alternatives that met the purpose and need. For each concept, roadway profile and cross sectional grades were developed to identify corridor alignments. Traffic patterns and appropriate traffic control measures were also evaluated.
- Evaluation of concept alternatives included two levels; an initial screening that considered whether or not the alternatives met the overall goals and objectives of the project; and a second, more detailed evaluation that quantified specific impacts/benefits of each alternative.
- Since the difference in corridor alignments was uniquely identified through qualitative elements rather than quantitative measures, we developed tailored presentation and technical memorandum for elected officials, property owners, and the public to assist in the identification of a preferred alternative.
- The County Board adopted a preferred alignment alternative in April 2013 and received a Negative Declaration and FONSI in August 2013. The Official Map has been adopted and acquisition of one parcel has been completed. Due to eminent development and construction of a new school, the first phase of the new corridor will be construction as early as 2016.

This project is relevant to the TH 55/CSAH 28/CSAH 63 project due to its three dimensional evaluation of alignment alternatives; accommodating a future 4-lane divided corridor in challenging terrain; incorporating utility extensions to developing areas; coordination with and working around CapX2020 electric transmission lines; and providing for grade-separated crossing of the Douglas State Trail.



Quality Management Plan

CSAH 28/CSAH 63 Preliminary Design

From TH 55 to CSAH 26

Inver Grove Heights – Dakota County

Quality Management Plan

August 22, 2014

1.0 Scope

1.1 General

This QMP applies to all project elements for the CSAH 28/CSAH 63 Preliminary Design Project. Deviations are allowed only in writing by the Project Manager (PM) or Deputy Project Manager (DPM). This document outlines processes for continual improvement of the system to meet and enhance customer satisfaction.

1.2 Intent of the QMP

The intent of the QMP is to produce deliverables in a well-defined and systematic fashion. These deliverables will meet the highest level of quality expected by MnDOT, Dakota County, and the City of Inver Grove Heights. The QMP describes the roles that each member of the project team plays when applying the requirements, guidelines, and responsibilities for developing and implementing quality control (QC) and quality assurance (QA) associated with the preparation of the study deliverables.

1.3 Philosophy of the QMP

The QMP promotes prevention, proactive approach, and focuses on documentation and continuous improvement of the project delivery processes. The project manager (PM) and deputy project manager (DPM) are responsible for delivering on the commitment of quality and will direct the project team members towards achievement of that goal. The quality manager (QM) will be the independent reviewer that guarantees that the QC processes have been followed by all members of the design team.

1.4 Application

Work products to be QC reviewed fall under the following categories:

- **Technical Memoranda and Reports**
 - All newsletters
 - All technical memorandum
 - Evaluation matrix

- Technical reports
- **Cost Estimates**
 - Hand calculations
 - Quantity Calculations
 - Cost estimates
 - Length, area, and volume measurements
 - Benefit cost analysis
 - Roadway profiles
 - Hydraulic and drainage calculations
- **Data input into computer-based design programs**
 - Surveys
 - Plan Sheets/Layouts/Concepts (AutoCAD – Civil Design 3D)
 - Construction limits
 - Traffic forecasts and graphics
 - Synchro/SimTraffic and all other simulation files
 - Hydraulic modeling software

1.5 Definitions

Checker - A designated project team member responsible for performing QC review associated with a task in accordance with the QMP. The checker has the technical knowledge and qualifications necessary to serve as the originator for the work products being reviewed.

Check Set - A duplicate copy of the deliverable generated by the originator. The check set is kept separate from the original and used by the checker to document those portions that the checker believes are in error or in contradiction to design criteria.

Deliverable - A document or computer file that is a product of the project team's work and is identified to be provided for project completion.

Design Discipline Lead (DDL) - Individual in charge of directing work efforts within a particular emphasis area (e.g., traffic, geometric, environmental) who reports directly to the PM or DPM.

Design Discipline Team - The group of individuals that are directly responsible for creating the deliverables and performing QC checks to verify their accuracy. The design discipline team reports directly to the DDL.

Quality Management Plan

Final Package Review - Cooperative review performed by the PM, DPM, QM, and DDLs to certify that the deliverable is complete and free of conflicts across disciplines

Kickoff Meeting - A meeting held before work begins on a project. Topics discussed include the scope of work, project schedule, requirements, work plan, and the QMP. Participants include the PM, DPM, the originator, the checker, the QM, and others as appropriate.

Originator - An engineer or planner with primary responsibility for the production of a task or work element.

Project Manager (PM) - The project team leader responsible for the overall administration, management, and production coordination.

Deputy Project Manager (DPM) - Assist the PM with overall administration, management, and production coordination

Project Team - Technical and support staff responsible for performing a project assignment under the direction of the PM.

Quality Assurance (QA) - Procedures to verify that QC is being or has been performed effectively and appropriately.

QA Manager (QM) - The project team member responsible for QC and ensuring all QC procedures are followed. The QM shall be independent of deliverable production.

Quality Control (QC) - Prescribed procedures by which work products are reviewed and brought into compliance where necessary to conform to professional standards and design requirements.

QC Review - A process for reviewing and correcting work products before they are released for use by others or otherwise released as a final work product.

Quality Management Plan (QMP) - A document that details the activities, staff, and schedule for QC and QA.

2.0 Responsible Review Participants

Responsibility for and commitment to project quality policy starts at the highest level of management and extends to project team members at all levels. This section describes the design quality organization and identifies the overall requirements, guidelines, and responsibility for

developing and implementing QA and QC associated with the preparation of design deliverables for the project.

2.1 Project Manager and Deputy Project Manager

The general roles, interfaces, and responsibilities for design quality reside with the Project Manager Chris Chromy and Deputy Project Manager Pete Lemke. Mr. Chromy and Mr. Lemke are both Minnesota-licensed professional engineers and will be responsible for the production, quality, and approval of the project and deliverables. The PM and DPM will ensure the DDLs and supporting staff adhere to the QC processes and procedures described in this QMP.

2.2 Quality Manager

Aaron Warford will serve as the QM, and ultimately has the responsibility and authority to ensure that the QMP is implemented and maintained. This is achieved through documented reviews of the policy at appropriate intervals to verify that it remains effective and periodic audits of QC processes and documents to verify that the QMP is being followed.

2.3 Design Discipline Leads

The DDLs are responsible for the design and QC of their design. The DDLs will manage the design and QC efforts by directing staff into their roles as authors of the design products or checkers who certify the accuracy and validity of the design. The DDLs will schedule the necessary QC activities for all deliverables.

2.4 Engineer of Record (EOR)

The EOR is the individual that has responsible charge for final design of a specific design package or deliverable and will sign and seal the final deliverable. The EOR serves as the leader of a team of technical staff devoted to the development of a particular design package or deliverable. Typically, the EOR is supported by a number of technical staff working under the EOR's direct supervision.

2.5 Design Discipline Team

Within each discipline, there will be a team of individuals who will work under the direction of the DDL to produce a deliverable that is accurate and complete.

2.5.1 Document Originators - The document originator shall be assigned by the DDL. The document originator is responsible for creating and coordinating a design document and may be the EOR or staff working under

Quality Management Plan

the direction of the EOR. Documents include reports, calculations, drawings, and all deliverables indicated on the master project schedule. The document originator shall be familiar with the project schedule and ensure that document checking is performed according to the project schedule and prior to applicable QC reviews.

2.5.2 Document Checkers - The document checker shall be assigned by the DDL to perform calculation, drawing, or report checking. The document checker shall be independent of the document originator and shall have qualifications equivalent to or greater than the document originator. The document checker shall be familiar with the QMP; applicable federal, state, and local requirements; and the requirements of the project.

2.5.3 Document Backcheckers - The document backchecker shall be assigned by the DDL and will preferably be the document originator. The document backchecker shall review the document checkers changes, edits, and/or comments, and shall confirm corrections as necessary, resolve comments or differences with the document checker, and discuss any non-conformance issues and opportunities for improvement, with the document checker and originator (if the originator is not the backchecker).

2.5.4 Document Correctors - The document corrector shall be assigned by the DDL and may also be the Originator. The document corrector shall physically implement all corrections and revisions to the applicable document (i.e., calculation sheet, CADD drawing, written report), as confirmed by the backchecker and checker.

2.5.5 Document Verifier - Generally, the document verifier shall be the document checker. The document verifier shall review the updated document and compare it with the backchecked and approved document checkprint to ensure that all corrections or changes were incorporated in the final deliverable.

3.0 Design Control

The PM and DPM shall follow the design control procedures outlined to control, document, verify, and validate the design products. Design control includes verifying that the design requirements are understood and incorporated by production staff, planning the design interfaces and design verification activities, executing design verification and QC activities, and controlling design

changes throughout project development and completion.

All design documents - including but not limited to drawings, sketches, calculations, studies, and reports - shall be subject to the design control procedures. All applicable city/county/state/federal and other jurisdictional utility codes, standards and agreements, and other applicable quality and technical requirements shall be incorporated into the design documents.

3.1 Review of Design Deliverables

QC reviews shall be conducted and documented on any work product that directly or indirectly constitutes or supports a deliverable. The PM and DPM shall identify deliverables and establish the schedule for conducting QC reviews in conformance with the baseline schedule.

3.2 Final Package Reviews

The final package review is a procedure involving the DDLs, DPM, PM, and QM. The review process applies only to complete document sets that have been checked and are to be submitted as a finalized document. The documents for final review are to be properly identified. Draft copies and sketches not in final format are never to be used for final reviewing purposes. Ultimate responsibility for the quality of all documents produced by the design team rests with the PM and DPM. It is mandatory the PM or DPM certifies that all final documents conform to applicable laws, codes and regulations, and the functional and technical objectives of the project.

The PM and DPM will work closely during the review with the DDLs responsible for the overall design within a particular discipline. This review culminates in final approval and sealing of documents. Through examination of check prints, review prints, and discussion with project staff, the PM or DPM must confirm that proper interface between disciplines has produced a final set of integrated documents that are free of incongruities.

4.0 Quality Control Processes

4.1 Checking of Technical Memoranda and Reports

4.1.1 Purpose - For each plan or document to be reviewed, the originator will assemble the review package (including the Review Form and the Quality Control Check Process Form, per MnDOT requirements). Comments may be made directly on the document as follows below or on the Review Form.

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4.1.2 Scope - All studies, reports, and specifications shall be subject to the checking procedures contained within this section. These checking activities shall be completed prior to the deliverable undergoing further QC review process, and therefore prior to the deliverable being submitted.

4.1.3 Procedures - Studies and reports have unique formats and are subjective; therefore, the checking procedure for studies and reports will more closely resemble a “peer” type independent technical review. Studies and reports shall be prepared by originators and checked by checkers. Checking of studies and reports shall be accomplished through the Five-Step QC Review Process as follows:

Step 1 – Ready for QC: For each plan or document to be reviewed, the originator will assemble the review package (including the Review Form and the Quality Control Check Process Form, per MnDOT requirements). Comments may be made directly on the document as follows below or on the Review Form.

Step 2 – QC Review: The QC check copy is then given to the checker. The checker reviews the document to see that the methods, procedures, assumptions, theories, conclusions, and recommendations are appropriate, as well as the structure and grammar of the document. The checker will strike a yellow highlighter across the text of each page to indicate it has been reviewed and mark all changes or correction in red. All numbers and calculations will be highlighted in yellow for correctness. Upon completion of the review, the checker will sign and date the Quality Control Check Process Form.

Step 3 – Concurrence: The QC check copy will be returned to the originator for concurrence of all corrections or changes to be made. The originator will review all comments marked in red by the checker and place a green check mark next to each comment that is to be incorporated. Following the backchecking, the backchecker will sign and date the Quality Control Check Process Form.

Any comments not to be incorporated will be crossed out in green. The backchecker will confer with the checker to discuss the comment and attempt to reach a resolution. If agreement cannot be reached, the issue shall be brought to the DDL along with the review copy for resolution.

Step 4 – Updating original work with corrections: The corrector will incorporate the comments and will confirm

the edit by circling the corrections in blue. When all of the corrections have been made, the person incorporating the edits will sign and date the Quality Control Check Process Form.

Step 5 – Verification of corrections: A revised copy of the study or report and the QC check copy will be returned to the checker to verify the corrector incorporated the changes correctly by highlighting the original red comment on the QC check copy in yellow. Once all corrections have been properly made and verified, the verifier will sign and date the Quality Control Check Process Form.

4.2 Checking of Hand and Computer Calculations

4.2.1 Purpose - This is the process that shall be used by the discipline design team to verify the accuracy and completeness of deliverable that is comprised mostly of mathematical computations performed either by hand or by the aid of approved and validated computer programs.

4.2.2 Scope - All hand and computer calculations shall be subject to the checking procedures contained within this section. These checking activities shall be completed prior to the deliverable undergoing further QC review process and therefore prior to the deliverable being submitted.

4.2.3 Procedures - Hand and computer calculations shall be prepared by originators and checked by checkers. Checking of hand and computer calculations shall be accomplished by the Five-Step QC Review Process as follows:

Step 1 – Ready for QC: For each plan or document to be reviewed, the originator will assemble the review package (including the Review Form and the Quality Control Check Process Form). Comments may be made directly on the document as follows below or on the Review Form.

Step 2 – QC Review: The QC check copy is given to the checker. The checker validates that the originator references the design codes and references that are applicable to the project. The checker will perform a line-by-line check of all hand computations and computer program input.

Anything on the check set that the checker believes is in error, questionable, or requires further examination or analysis is marked in red ink. Elements of the document that have been reviewed and deemed to be acceptable are highlighted in yellow.

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Step 3 – Concurrence: The QC check copy will be returned to the originator for concurrence of all corrections or changes to be made. The originator will review all comments marked in red by the checker and place a green check mark next to each comment that is to be incorporated. Following the backchecking, the backchecker will sign and date the Quality Control Check Process Form.

Any comments not to be incorporated will be crossed out in green. The backchecker will confer with the checker to discuss the comment and attempt to reach a resolution. If agreement cannot be reached, the issue shall be brought to the DDL along with the review copy for resolution.

Step 4 – Updating Original Work with Corrections: The corrector will incorporate the comments and will confirm the edit by circling the corrections in blue. When all of the corrections have been made, the person incorporating the edits will sign and date the Quality Control Check Process Form.

Step 5 – Verification of Corrections: A revised copy of the original calculations and the QC check copy will be returned to the checker to verify the corrector incorporated the changes correctly by highlighting the original red comment on the QC check copy in yellow. Once all corrections have been properly made and verified, the verifier will sign and date the Quality Control Check Process Form.

4.3 Independent Check of Calculations

4.3.1 Purpose - This is the process that shall be used by the discipline design team to verify the accuracy and completeness of deliverable that is comprised of design performed by a software design package that is not readily validated by means of performing a line-by-line check.

4.3.2 Scope - Computer calculations shall be subject to the checking procedures contained within this section. These checking activities shall be completed prior to the deliverable undergoing further QC review process, and thus prior to the deliverable being submitted.

4.3.3 Procedures - Checking of all calculations shall be accomplished via the Five-Step QC Review Process as follows:

Step 1 – Ready for QC: For each plan or document to be reviewed, the originator will assemble the review package (including the Review Form and the Quality Control

Check Process Form). Comments may be made directly on the document as follows below or on the Review Form. All information needed to perform a review of the calculations shall be provided including:

- Plan sheets or sketches showing dimensions
- List of applicable design codes
- Material properties
- Dimensions of final components (e.g., culvert size, column size, etc.)
- Supporting documentation

Step 2 – QC Review: The QC check copy is given to the checker. The checker validates that the originator references the design codes and references that are applicable to the project.

The checker will use the sketches and plan sheets provided in the check set to develop the design according to the applicable design codes. The checker will perform an analysis by means of computer software, hand calculations, or spreadsheets to independently verify that the component being designed meets the applicable design criteria.

If the checker determines that the component being checked does not meet the applicable design criteria according to his/her independent analysis, then the checker and originator must compare their individual calculations to determine where the divergence occurred. If an error is found in the originator's calculations, it shall be noted in red ink by the checker. If an error is found in the checker's calculations then it shall be modified and re-analyzed to confirm that the originator was correct. Upon completion of the review, the checker will sign and date the Quality Control Check Process Form.

Step 3 – Concurrence: After the checker and originator develop designs that both show that the designed components have met the design requirements, the QC check copy will be returned to the originator for concurrence of all corrections or changes to be made. The originator will review all comments marked in red by the checker and place a green check mark next to each comment that is to be incorporated. Following the backchecking, the backchecker will sign and date the Quality Control Check Process Form.

Step 4 – Updating Original Work with Corrections: The corrector will incorporate the comments and will confirm the edit by circling the corrections in blue. When all of the

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corrections have been made, the person incorporating the edits will sign and date the Quality Control Check Process Form.

Step 5 – Verification of Corrections: A revised copy of calculations and the QC check copy will be returned to the checker to verify the corrector incorporated the changes correctly by highlighting the original red comment on the QC check copy in yellow. Once all corrections have been properly made and verified, the verifier will sign and date the Quality Control Check Process Form.

4.4 Checking of Concept Plans/Layouts

4.4.1 Purpose - This is the process that shall be used by the discipline design team to verify the accuracy and completeness of plan sheets.

4.4.2 Scope - All plan sheets shall be subject to the checking procedures contained within this section. These checking activities shall be completed prior to the deliverable undergoing further QC review process, and thus prior to the deliverable being submitted.

4.4.3 Procedures - Plan sheets have two originators: an engineer who develops data to be shown on the plan sheet and a skilled technician who develops the linework and text to concisely convey the information to the intended audience. As such, it is the responsibility of the originating engineer and originating technician to work together as a team to develop a plan sheet that is complete and free of errors prior to initiation of the documented Five-Step QC Review Process.

Checking of all plan sheets shall be accomplished via the Five-Step QC Review Process as follows:

Step 1 – Ready for QC: A fresh print of the completed plan sheets shall be made on the same size paper on which it will be issued as a deliverable. For each plan or document to be reviewed, the originator will assemble the review package (including the Review Form and the Quality Control Check Process Form). Comments may be made directly on the document as follows below or on the Review Form.

Step 2 – QC Review: The QC check copy of the plan sheet(s) are given to the checker. The checker validates that the line work, dimensions, styles, and text on the plan sheets are in accordance with those outlined by the MnDOT CADD Standards and other design standards.

The checker also validates that all design information (e.g., dimensions, elevations, tables, etc.) shown on the plan sheets match those values that have been previously calculated and checked via QMP Procedures 4.2 and 4.3. The checker cannot complete a check on a plan sheet if there is information contained within that is based on calculations that have not yet been subjected to the complete QC process specified within this guide.

All information shown on the plan sheet being checked shall be cross-checked against other plan sheets within the same set to verify continuity of information. Extra care shall be taken by the checker to confirm completeness of the plan sheet: it is necessary to check what is shown but essential to know when something is missing.

Anything on the check set that the checker believes is in error, questionable, absent, or requires further detail is marked in red ink. Elements of the plan sheet that have been reviewed and deemed to be acceptable are highlighted in yellow.

Upon completion of the review, the checker will sign and date the Quality Control Check Process Form.

Step 3 – Concurrence: The QC check copy will be returned to the originator for concurrence of all corrections or changes to be made. The originator will review all comments marked in red by the checker, and place a green check mark next to each comment that is to be incorporated.

Any comments not to be incorporated will be crossed out in green. The backchecker will confer with the checker to discuss the comment and attempt to reach a resolution. If agreement cannot be reached, the issue shall be brought to the DDL along with the review copy for resolution. Unresolved disagreements involving technical issues shall be resolved by the EOR and PM or DPM. Following the backchecking, the backchecker will sign and date the Quality Control Check Process Form.

Step 4 – Updating Original Work with Corrections: The corrector will incorporate the comments and will confirm the edit by circling the corrections in blue. When all of the corrections have been made, the person incorporating the edits will sign and date the Quality Control Check Process Form.

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Step 5 – Verification of Corrections: A fresh print of the revised plan sheet and the QC check copy will be returned to the checker. The checker will verify that the corrector incorporated the changes correctly by highlighting the original red comment on the QC check copy in yellow. Once all corrections have been properly made and verified, the verifier will sign and date the Quality Control Check Process Form.

5.0 Quality Assurance Procedures

In connection with the submittal of design deliverables, the QM shall conduct process audits to verify that the checking, QC review, and other applicable design control procedures were followed in the production of the deliverables, in accordance with this QMP. The audits shall be conducted by the QM and shall include, but not be limited to:

- Checker and QC reviewer qualifications
- Documentation of completed checking and QC reviews
- Resolution and confirmation of incorporation of reviewer comments with the concurrence of the EOR

The audit results and follow-up actions shall be documented on a Quality Assurance Review Form and shall be presented to the DDL having responsibility in the area being audited. DDLs shall take timely corrective action on deficiencies found by the audit. A final report that identifies the results of the audit shall be generated, distributed, and tracked for disposition.

QA process audits will be performed prior to the submittal date. After the audit is complete, the QM will prepare a certification letter to the PM and DPM confirming that the production of the deliverable complies with the quality actions required in the QMP.



Detailed Work Plan

We have included all anticipated work tasks associated with preliminary design. It is based on information provided in the RFP, discussions with City and County staff, schedule requirements, project site assessment, and our experience in delivering similar projects. As a result, we are providing the following explanation for our fee estimate such that Inver Grove Heights and Dakota County can be fully informed on services proposed and that provides a basis for tailoring the scope to best fit your needs.

Work Plan

Task 1: Project Management

Inver Grove Heights, Dakota County, and their project partners can expect solid project management from Bolton & Menk, Inc. Our Project Manager, Chris Chromy, Deputy Project Manager, Pete Lemke, and design discipline leads have prepared a work plan with a detailed schedule of activities, as an appendix to this proposal. This work plan illustrates our understanding of the time-sensitive nature of each task in order to ensure MnDOT Level 1 Layout approval by early February 2015, 30 % Final Plans by late February 2015, and ultimately construction in early 2016.

Our approach is to lead the alternatives study and preliminary plan development through listening, consistent communication, and with firm schedules and deadlines to meet established milestones; all while building informed consent and readiness for the next phases of this project. Also, our team is prepared and ready for the dedicated attention and hard work required to complete this interesting and challenging project on time and according to its aggressive schedule.

1.1 Administration

Our project Manager, Chris Chromy, and Deputy Project Manager, Pete Lemke, understand the timeliness and critical nature of completing this work to support the City and County's schedule and each agency's capital funding for 2016. Mr Chromy and Mr. Lemke will ensure project expectations are understood and met in a timely, efficient manner, such that all the project tasks are completed on

time, within budget, and in accordance with state and federal laws, rules, and regulations. We will institute foresight and initiative in setting up and delivering upcoming tasks and challenges, while working closely with Inver Grove Height's Project Manager to ensure clear and consistent communication is occurring.

1.2 Coordination

Bolton & Menk's CSAH 28/CSAH 63 project team understands the need for, and importance of, coordination between various agencies (Inver Grove Heights, Dakota County, MnDOT State Aid), Public Utilities (such as Xcel Energy), property owners, citizens and businesses, permitting agencies, and regulatory agencies. We are committed to and will provide timely and professional communication and coordination with all project stakeholders, as appropriate, while understanding that we are working for Inver Grove Heights and Dakota County to deliver the CSAH 28/CSAH 63 Preliminary Engineering and 30% Final Design.

1.3 Timely Document Delivery

You can expect Bolton & Menk to work closely with Inver Grove Heights' Project Manager, Dakota County, and MnDOT to ensure timely development, review, and approval for both the MnDOT Level 1 Layout of CSAH 28/CSAH 63 at TH 55 intersection improvements, and the preliminary engineering for the reconstruction of CSAH 28/63 (Argenta Trail) and future CSAH 28 (Amana Trail).

We are aware of and prepared to meet the January 5, 2015 and February 6, 2015 due dates for the MnDOT Level 1 Layout submittal and approval respectively. We also understand and are prepared to meet the February 27, 2015 30% Final Design Plan turn-in for the reconstruction of CSAH 28/63 (Argenta Trail) and future CSAH 28 (Amana Trail).

Furthermore we understand that project success (meeting these deadlines) requires Bolton & Menk to provide firm deadlines to the City's Project Manager, to County staff, and to other agency staff. We are prepared to provide clear

Detailed Work Plan

direction to agencies so that decisions can be made in a timely manner.

1.4 Project Meetings

Bolton & Menk will schedule a kick-off meeting early on (during the week of September 8, 2014 if possible) to confirm the basic project objectives, solidify a work plan, and obtain consensus on detailed project requirements. Following the kick-off meeting, you can expect Bolton & Menk to schedule monthly Project Management Team (PMT) meetings and to prepare for and attend all status and review meetings, as needed. Bolton & Menk will prepare all necessary meeting materials, such as displays, agendas, sign-in sheets, and follow-up with meeting minutes. Bolton & Menk will provide meeting agendas to all participants two days before a scheduled meeting, and will send meeting minutes to the City and County Project Managers within three working days of the meeting.

1.5 Quality Assurance (QA) Quality Control (QC) Functions

Quality Management Plan (QMP) and Quality Assurance and Quality Control Procedures

Bolton & Menk has developed a QPM specific to the CSAH 28/CSAH 63 Preliminary Engineering and 30% Final Plans project that specifies how Bolton & Menk and its staff will perform Quality Assurance and Quality Control (QA/QC) activities throughout the duration of the project to ensure delivery of a quality product in a timely manner that conforms to established contract requirements. We have included this QMP as Section 3 of this proposal, and also intend to follow-up with a final QMP and distribute it to all project team members, including subconsultants. Bolton & Menk will submit the final QMP to the City and County Project Managers for approval within five business days of Notice to Proceed.

Bolton & Menk has developed our CSAH 28/CSAH 63 Preliminary Engineering and 30% Final Plans QMP in accordance with State's current QMP Manual, located at: <http://www.dot.state.mn.us/design/qmp/index.html>.

1.6 Deliverables

For the CSAH 28/CSAH 63 preliminary engineering, MnDOT Level 1 Layout approval, and 30% Final Design, Bolton & Menk will be responsible for the following:

- Monitor progress and manage staff and sub-

consultants

- Provide progress and status update reports submitted monthly
- Provide look ahead project schedule showing a four week window
- Submit invoices monthly
- Schedule and attend PMT meetings; coordinated with City and County project managers
- Provide agendas and meeting minutes for every meeting
- Provide timely copies of critical correspondence and project issue data
- Provide draft newsletters, meeting drawings, and graphics
- Provide timely inputs regarding issues that must be resolved regarding the design on an as-needed basis
- Coordinate activities with all stakeholders via phone, e-mail, and written correspondence

For the Preliminary Engineering and 30% Final Design for the CSAH 28/CSAH 63 Reconstruction, Inver Grove Heights and Dakota County will be responsible for the following:

- Provide project oversight and direction
- Review and approve submittals in a timely manner
- Furnish copies of pertinent project correspondence and project data
- Attend key project meetings

Task 1 Key Staff: Chromy, Lemke

Task 1 Deliverables:

Deliverable	Delivery Date	Key Staff
Agendas	Two days prior to meetings	
Meeting Minutes	Within 3 business days of each meeting	
Progress Reports (Monthly)	First Friday	Chromy, Lemke
Status Update Reports (Monthly)	Following End of Reporting Month	
Invoices (Monthly)	• October 3, 2014 - March 6, 2015	
Contract Administration Requests (if necessary)	As Needed	
Cost and Schedule Updates	Monthly	
Billing Preparation	Monthly	

Detailed Work Plan

County Participation:

Dakota County will provide project oversight and direction, review and approve submittals in a timely manner, furnish copies of pertinent project correspondence and project data, and provide staff to attend key project meetings. In addition, Dakota County will be responsible for providing input related to the design and function of CSAH 28 (including Argenta Trail) and CSAH 63 in order to ensure the functioning of these two regional roadways is consistent with the overall County road system and County policy.

City Participation:

The Inver Grove Heights Project Manager will provide direction to Bolton & Menk's activities on this project. Bolton & Menk will submit all deliverables to the City's Project Manager and the City will be responsible for receiving the work produced, reviewing the work for accuracy and compliance with standards, and recommending payment for such work.

Task 2: Public and Agency Involvement

You can expect Bolton & Menk staff to be invested in the public involvement process and to work closely with City and County staff to develop and implement a plan to identify and involve all public interests potentially affected by the project. Additionally, the Bolton & Menk Project Managers understand this project's time-sensitive schedule and the importance of solid agency involvement. Bolton & Menk is prepared to work diligently on agency coordination in order to meet the project's MnDOT Level 1 Layout approval and the 30% Final Design Plan completion date.

2.1 Project Management Team Meetings

Bolton & Menk will hold an initial kick-off meeting in early September to confirm the basic project objectives, solidify a work plan, and obtain consensus on project requirements. Bolton & Menk intends to schedule Project Management Team (PMT) meetings monthly thereafter, and will prepare for, lead, and provide minutes for each of the PMT meetings. The PMT will include staff from the City, County, and MnDOT, as determined by each agency. A total of 8 PMT meetings are anticipated, including the kick-off meeting described in Task 1.4 above.

At the PMT meetings, the project team will have the

opportunity to discuss the following:

- Design
- Unresolved issues
- Priorities
- Right-of-Way acquisition impacts
- Permits
- Agency-related issues
- Make design decisions
- Resolving issues

2.2 Newsletters and Website

Bolton & Menk will provide a minimum of two draft newsletters to City and County staff for the project. The newsletter will present the need for the project, the latest information regarding the project, current layout information, results of past meetings, and the project schedule. Bolton & Menk understands that these draft newsletters may also be used as invitations to the public open house meetings, and can provide content accordingly. Final newsletters and/or invitations will be prepared by City and County staff, and will be printed and distributed by the County.

You can expect Bolton & Menk to provide updates and information for the County's website that can be viewed and downloaded by the public. Bolton & Menk understands that County staff will update the project's website.

2.3 Public Open House

Bolton & Menk staff will participate in two public open house meetings to share information about the project (which may include existing conditions, design assumptions, traffic assessments, design alternatives, geometric layout information, and right-of-way impacts), and to ask the public for input on the project. The Bolton & Menk team understands the importance of all interactions with public stakeholders, especially open houses, for information sharing, learning, and in building relationships and trust. Bolton & Menk intends to fully participate in the Public Open Houses and to look for those key opportunities to interact with the public, to understand, and to provide the best possible design.

For the public open houses, Bolton & Menk will provide all displays, handouts, comment cards, sign-in sheets, and any additional items that would enhance the open houses.

Detailed Work Plan

Bolton & Menk also understands that Dakota County will publicize each open house, mail newsletters and/or invitations, and arrange locations.

2.4 Agency and Property Owner Coordination

You can expect Bolton & Menk to coordinate with state, regional, and local agencies on all project-related issues in a timely and professional manner, ensuring the project continues to move forward. We understand that these meetings and interactions are intended to coordinate information relating to permits, approvals, and other forms of consent beyond the PMT meetings. Bolton & Menk intends to be prepared for each meeting, provide an agenda and any needed information and handouts, lead and/or participate (as appropriate), and provide concise meeting minutes within 3 working days of each meeting.

Bolton & Menk intends to provide at least one representative to attend meetings between property owners and the City/County. The City will coordinate the meetings with the property owners and develop agendas. The City will take minutes (and provide to Bolton & Menk). It is assumed that up to ten, one hour small group property owner meetings will be needed. Bolton & Menk staff understands the sensitive nature of project impacts to adjacent property owners and will look to the City and County to take the lead on these Property Owner Coordination meetings, while being available for technical guidance, information sharing, and consensus building.

2.6 Utility Coordination

Because coordination with public utilities is critical to this project's success and on-time completion, Bolton & Menk will arrange meetings with utility companies to ensure that the project can be constructed starting in spring 2016.

Bolton & Menk will complete a Gopher State One Call design locate to identify the appropriate utility companies. We will distribute copies of plans at the time of MnDOT Level 1 Layout submittal and when 30% Final Design plans are completed. You can expect Bolton & Menk to schedule a utility coordination meeting at each of these two key milestones. Bolton & Menk will schedule each meeting, invite all utilities within the project limits, provide an agenda, and prepare, attend, and lead each meeting. We will also take minutes and provide them to City and County staff within three working day of each meeting.

Bolton & Menk intends to follow the State and County Utility Coordination Processes for this work. We are aware of the electric transmission line that runs along the north side of TH 55 and east side of Argenta Trail as well as the liquid propane pipeline that crosses TH 55 roughly parallel and east of CSAH 28/CSAH 63 (Argenta Trail). Bolton & Menk understands the importance of early and thorough coordination for these two major utility lines and all utilities given the aggressive schedule for this project.

Task 2 Key Staff: Chromy, Lemke

Task 2 Deliverables:

Deliverable	Delivery Date	Key Staff
Schedule PMT Meetings PMT Invitations	Week of: September 8, 2014 October 6, 2014 November 3, 2014 December 1, 2014 January 5, 2015 January 26, 2015 February 23, 2015 March 23, 2015	Chromy, Lemke
PMT Meeting Agendas (2 Days Before)	Two Days Prior to PMT	
PMT Meeting Materials	Provided at PMT	
PMT Meeting Minutes (Within 3 Days After)	Within Three Working Days of PMT	
Two Draft Project Newsletters	October 6, 2014 January 5, 2015	
Displays, Handouts, Comment Cards, and Sign-in Sheet for Two Public Open Houses	October 20, 2014 January 19, 2015	
Agenda, Handouts, and Meeting Minutes for Approximately Six Agency Coordination Meetings	Agendas <ul style="list-style-type: none"> • 2 Days Prior Information and Handouts • Day of Meeting Minutes • Within 3 Working Days 	Lemke, Bienfang
One Set of MnDOT Level 1 Layout Submittal Plans and One Set of 30% Final Design Plans for each Utility	January 5, 2015 February 27, 2015	
Invitations, Agenda, Displays, Handouts, Sign-in Sheet, and Meeting Minutes for Two Utility Coordination Meetings	January 5, 2015 February 27, 2015	Chromy, Lemke

Detailed Work Plan

County Participation:

- Inver Grove Heights and Dakota County, along with support from Bolton & Menk, will develop and implement a plan to identify and involve all public interests potentially affected by the project.
- County staff will attend PMT meetings, Public Open Houses, Agency Coordination meetings, Property Owner Coordination meetings, and Utility Coordination meetings.
- Prepare final newsletters, print and distribute newsletter. Update website with current information, when available.

City Participation:

- Inver Grove Heights and Dakota County, along with support from Bolton & Menk, will develop and implement a plan to identify and involve all public interests potentially affected by the project.
- City staff will attend PMT meetings, Public Open Houses, Agency Coordination meetings, and Utility Coordination meetings.
- City staff will coordinate with property owners, schedule, develop agendas, lead, and write minutes for 5-10 small group property owner meetings.

Task 3: Analyze Data Compilation, Surveys, and Mapping

To establish comprehensive and accurate base conditions from which to explore, evaluate, and build improvement concepts, and to assemble the relevant background information necessary to identify the engineering and environmental constraints within the project area, Bolton & Menk has developed an extensive plan for information gathering.

Bolton & Menk has assembled the survey crews and equipment necessary to obtain field measurements for design computations, wetland delineation if any, wetland functions; wetland values assessments, and utility verifications. Bolton & Menk intends to conduct the design surveys necessary for detail design, and have reflected in the cost proposal the survey crew hours of any supplementary survey work we anticipate. All surveys will be tied to Dakota County Coordinate System, NAD 83, (1996) adjustment.

Bolton & Menk will verify survey datums used for data furnished by Third Parties (if any), such as affected utility owners, and we will ensure that third party information is consistent with datums in use by the project and consistent with Quality Control checks detailed in our Design QMP.

Bolton & Menk is aware that mapping and a 2011 TIN model of the TH 55 corridor (1,000 feet to either side of the centerline) will be provided, and that GIS 2012 Aerial Mapping topographic and planimetric mapping with one-foot contour data is available for the project area. The LIDAR/one-foot contour data was collected in 2011 by Fugro Horizons, Inc. and the Minnesota Department of Natural Resources.

3.1 Data Collection

Bolton & Menk intends to assemble the following background information and related to item 3.2, review this information for deficiencies and needs.

- 3.1.1 Review planimetric base files
- 3.1.2 Review Digital Terrain Model and TIN files
- 3.1.3 Field surveys to update Digital Terrain Model and TIN files
- 3.1.4 Field surveys to supplement Digital Terrain Model and TIN files in obscured areas and side street
- 3.1.5 Vertical and horizontal alignment verification within 400 feet of all match points
- 3.1.6 Final Preliminary Geometric Layout, Alignments, Profiles, and Cross Sections based on Lidar verification and supplement
- 3.1.7 Review all revisions or updates to the plan to these documents
- 3.1.8 Existing storm drainage

We anticipate up to 10 days of field work may be necessary to complete Task 3.1. We have reflected this assumption in our cost proposal.

3.2 Determine Data Deficiencies and Needs

You can expect Bolton & Menk to review the background information assembled under Task 3.1 and, in conjunction with the PMT, determine if deficiencies in the coverage or depth of information exist. The outcome of this task will be a list of deficiencies and a brief explanation of the relevance of each item to this project.

Detailed Work Plan

3.3 Supplemental Field Surveys

To account for any deficiencies determined in Task 3.2, Bolton & Menk is prepared to provide surveying services under this contract. We accept the responsibility to perform additional field surveys to collect the data needed to complete the mapping task and determine the construction limits.

Bolton & Menk is aware that the City anticipates there will be supplemental survey data needs for this project, and that these surveys may include, but are not limited to, additional cross-sections and profiles, alignments, culverts, drainage, Digital Terrain Model (DTM) of obscured areas, utilities, and map annotation.

We anticipate up to 5 additional days of field work may be necessary to gather supplemental survey data. We have reflected this assumption in our cost proposal.

3.4 Preliminary Hydraulics

Bolton & Menk will identify and review in-place drainage patterns and structures, and we will identify new drainage patterns water quality treatment basins and criteria to sufficient detail so preliminary construction limits, cost estimates and cost splits can be established. Bolton & Menk will develop the stormwater management plan for the project in accordance with the City’s design standards for the Northwest Area as described in City Ordinance No. 1148 and as presented in the City of Inver Grove Heights’ Storm Water Manual for the Northwest Area.

3.5 Hydraulic Surveys

In order to analyze the storm sewer in the existing condition, and evaluate existing storm sewer capacity, Bolton & Menk will assemble data and information on existing drainage profiles, hydraulic cross-section, culverts, inlet and outlet flow lines, pipe types, and size.

3.6 Preliminary Utility Investigation

You can expect Bolton & Menk to perform all preliminary utility identification and coordination as outlined in the State’s Utility Coordination Process. Bolton & Menk will identify all existing utilities, define ownership of each existing utility, develop a list of contact personnel and provide an initial correspondence to all identified and potentially affected utility companies. Bolton & Menk will document all correspondence with the identified and potentially affected utilities.

You can expect Bolton & Menk to prepare the preliminary layouts and cross sections such that they will show in-place utilities. Bolton & Menk intends to furnish the City and County with a utility tabulation for each utility, and also provide this information to the individual utility companies for their use in developing relocation plans.

Task 3 Key Staff: Lemke, Hilgardner, Leichty, Bienfang, Williams

Task 3 Deliverables:

Deliverable	Delivery Date	Key Staff
Updated Base Map	October 20, 2014	Lemke, Leichty, Hilgardner, Bienfang, Williams
Preliminary Hydraulics Report	October 20, 2014	Lemke, Leichty, Hilgardner, Bienfang

County Participation:

- Inver Grove Heights and Dakota County, in conjunction with the PMT, will inform decisions on deficiencies in the coverage or depth of existing information. Dakota County will provide mapping and a 2011 TIN model of the TH 55 Corridor, depicting 1,000 feet on either side of the roadway centerline.

City Participation:

- Inver Grove Heights and Dakota County, in conjunction with the PMT, will inform decisions on deficiencies in the coverage or depth of existing information.

Task 4: Geotechnical Investigation

Bolton & Menk will contract with Braun Intertec to complete a geotechnical study of the project area to ensure that existing soils are suitable to support the project. Our team will also determine if any types of corrections, improvements, or changes may be needed for the project to be implemented, or for improved project performance. You can expect our team to complete all work in accordance with the MnDOT Geotechnical Manual.

We intend to perform the following tasks for this project.

Detailed Work Plan

4.1 Pavement Typical Section Design

Braun will perform the geotechnical investigation necessary for determination of the pavement design and the optimal roadway typical section for the project location. The geotechnical investigation will include preliminary soils surveys, engineering analysis, laboratory, and field soils testing.

You can expect Bolton & Menk & Braun to provide the following required data related to the pavement and typical section, and to provide any additional data that may be required:

- Color-coded layout with an index map
- Preliminary soils letter with subcut information included
- General layout identifying project limits from the Level Layout
- Lengths, widths, and locations of all side roads which will be worked on and type of work that will be done on each road
- Typical sections
- Profiles
- Traffic data

After completing the necessary pavement design data collection and the required computations are performed, Bolton & Menk will submit the Typical Design Section Request package to the City and County's Project Manager for review and comment.

During the geotechnical investigation, Bolton & Menk will review the data for characteristics of existing soils, which may result in design changes and provide higher project value, resulting in easier construction, and/or may be more economical. Additionally, you can expect Bolton & Menk to anticipate potential design and construction problems and make recommendations for a solution. Bolton & Menk will notify the City and County of any recommended changes in the design relating to soil mechanics.

Preliminary Soils Survey

Bolton & Menk will perform a preliminary soils survey such that we have collected a sufficient number of soil borings and R-value samples to obtain data for the pavement typical section selection process. We intend to obtain these soil borings in accordance with MnDOT's Geotechnical Manual (<http://www.dot.state.mn.us/materials/geotmanual.html>).

[mn.us/materials/geotmanual.html](http://www.dot.state.mn.us/materials/geotmanual.html)). Bolton & Menk will determine the frequency of the drilling in part on the variability of the subgrade and terrain encountered, and we understand that problem areas may require additional borings to provide more detailed information on soils.

Materials Design Recommendation Letter (MDR)

After Bolton & Menk has determined a typical design section for this project, we will prepare an MDR according to MnDOT, Dakota County, and State Aid current methods of design and the State's most current Geotechnical and Pavement Manual. We intend for the MDR to include all information needed for pavement and typical section design on the CSAH 28 and CSAH 63 segments, and also for any work on TH 55, including turn lanes. Bolton & Menk is aware that the MDR will be reviewed and approved by the County and MnDOT, and that any revisions requested by Dakota County will be incorporated into the Final Design Recommendation Letter.

Bolton & Menk intends for the MDR to analyze field boring work and laboratory soils tests to develop recommendations that include but are not limited to muck excavation, subgrade excavation, embankment construction (including need for special materials, controlled rate of fill, etc.), subsurface drainage, need for perforated pipe, dewatering, ponding, berms, shrinkage factors, frost treatments, noise walls, retaining walls, turf establishment, use of onsite materials and grading, base, and pavement design section. Bolton & Menk will perform all necessary geotechnical investigation including preparation of the MDR, soils surveys, engineering analysis, and laboratory and field soils testing. We understand that cores of existing pavements may be required.

You can expect Bolton & Menk to perform its soil investigation work according to the following:

- All test holes will be backfilled in such a manner as to insure against subsequent settlement of the backfill resulting in a hole hazardous to persons, animals, or equipment.
- Upon completion of the field investigation work, all surplus material, temporary structures, and debris resulting from work will be removed and the premises left in a neat, orderly condition.
- Any improvements disturbed during boring operations

Detailed Work Plan

will be restored in kind and character existing before the work started.

- All restoration work will be the responsibility of Bolton & Menk and must be completed prior to the termination of the contract.

4.1.1 Access

Bolton & Menk understands that it will be responsible for obtaining written permission from all affected property owners prior to drilling, and that any permits will be its responsibility. We are aware that right-of-entry will be arranged by the City or County if our team is refused permission.

4.1.2 Permits

Bolton & Menk understands that it will obtain a R/W / Utility Permit from the County two weeks prior to conducting any work on Dakota County R/W.

4.1.3 Utilities

Bolton & Menk understands that utility coordination is necessary, and that we will be responsible for contacting Gopher State One-Call to locate and avoid existing utilities.

4.1.4 Traffic Control

You can expect Bolton & Menk to furnish required traffic control to ensure safety of the traveling public, and its employees, in compliance with the most current Minnesota Manual on Uniform Traffic Control Devices including Temporary Traffic Control Zone Layouts Field Manual.

Task 4 Key Staff: Lund and Oman (Braun Intertec), Lemke, Hilgardner, Bienfang

Task 4 Deliverables:

Deliverable	Delivery Date	Key Staff
Typical Design Section Request Package	October 13, 2014	Braun Intertec
Materials Design Recommendation Letter (MDR)	November 3, 2014	Braun Intertec
R/W / Utility Permit from Dakota County	September 9, 2014	Lemke, Braun Intertec

County Participation:

- Review and comment on the Typical Design Section Request Package
- Review and approve the Materials Design Recommendation Letter (MDR)
- Arrange right-of-entry upon refusal of good faith efforts by Bolton & Menk

City Participation:

- Arrange right-of-entry upon refusal of good faith efforts by Bolton & Menk

Task 5: Traffic Analysis

The Traffic Analysis task will pertain mainly to the CSAH 28/CSAH 63 at TH 55 intersection and we anticipate that all other intersections along this corridor will include left and right turn lanes along CSAH 28 and CSAH 63 and are assumed to be side street stop controlled.

Bolton & Menk is aware that MnDOT has programmed a project to install a permanent traffic signal on TH 55 at the CSAH 28/CSAH 63 intersection. This project will include the installation of a permanent traffic signal along with all geometrics necessary to provide safe and efficient intersection operations.

You can expect Bolton & Menk to complete the following tasks for the traffic analysis needed for the project.

5.1 Bolton & Menk will assess the intersection and make determinations to achieve optimal operation based on an evaluation of key objectives and performance measures, which include mobility, financial considerations, safety, and the surrounding area conditions.

5.2 Bolton & Menk understands that Dakota County will provide the following information prior to starting the project:

- The most recent average daily traffic volumes and projected 2030 AADT volumes for the County and State roads in the project.
- The intersection and segment crash diagrams utilizing 2011 through 2013 crash data.
- Additional traffic volume information can be found at the following location: <http://www.dot.state.mn.us/traffic/data>.

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5.3 You can expect Bolton & Menk to accomplish the following key project elements:

- a. The 2014 13-hour turning movement count data for the CSAH 28/CSAH 63 at TH 55 intersection.
- b. Assess current (2014) and future traffic conditions (2030) for the morning, noon, and evening peak hours using evaluation tool as most appropriate.
- c. Evaluate and recommend geometric upgrades.
- d. Field assessment/observation and summary of operations at the critical travel times of the day.
- e. If there are viable geometric alternatives, present alternatives and develop preferred alternative through discussion of results with the PMT.
- f. Present conceptual plan to illustrate impacts and feasibility for the preferred alternative. Final recommendations must be feasible.

Bolton & Menk understands the requirement to utilize MnDOT and Dakota County design standards for intersections and County standard signal timing practices and parameters, and geometrics for analysis.

Bolton & Menk intends to refer to the following documents as a resource and initial starting point for analysis, procedure, and report content assistance:

- MnDOT Intersection Control Evaluation (ICE) process
- Technical Memorandum No 07-02-T-01, April 25, 2012
- the MnDOT Intersection Control Evaluation Guidelines, 8/01/07 (documents are located at <http://www.dot.state.mn.us/trafficeng/safety/ice/>)

While Bolton & Menk understands that an ICE document is not required for this project, we still intend to write the Traffic Analysis report such that the major technical and assessment portions may be taken directly from the report to be included into a future ICE document when needed.

You can expect Bolton & Menk to utilize the current MnMUTCD for signal justification methodology and parameters, and also to follow the County standard practice of 100% right turn reduction on the minor roadway approaches, unless the right turning volume exceeds 70% of its potential capacity for any one hour. If either minor approach does, up to 50% of the right turns can be added back in (as described in the MnDOT ICE Technical Memorandum No 07-02-T-01, April 25, 2012).

Task 5 Key Staff: Allers, Lemke, Chromy

Task 5 Deliverables:

Deliverable	Delivery Date	Key Staff
2014 13-Hour Turning Movement Count Data for the CSAH 28/CSAH 63 at TH 55 Intersection	September 26, 2014	Allers
Recommended Geometric Upgrades to CSAH 28/CSAH 63 at TH 55 Intersection	October 20, 2014	Allers, Lemke, Chromy
Final Traffic Analysis Report with Conceptual Plan Illustrating Impacts and Feasibility for the Preferred Alternative for CSAH 28/CSAH 63 at TH 55 Intersection	November 3, 2014	Allers

County Participation:

- The most recent average daily traffic volumes and projected 2030 AADT volumes for the County and State roads in the project.
- The intersection and segment crash diagrams utilizing 2011 through 2013 crash data.
- Review viable geometric alternatives and support the development of a preferred alternative through the discussions with the PMT.

City Participation:

- Review viable geometric alternatives and support the development of a preferred alternative through discussions with the PMT.

Task 6: Concept Development

Bolton & Menk will develop up to three alternatives for the alignment of CSAH 28/CSAH 63 (Argenta Trail) from Argenta Trail south of TH 55 to 2,800 feet north of TH 55 (approximately 600 feet south of CSAH 28). Each alternative will be developed three dimensionally such that feasibility can be fully evaluated. Each alternative will also identify necessary improvements on TH 55 (including traffic signal and any recommended turn lane improvements) and the connection of Amana Trail (future CSAH 28) to CSAH 63 at a location that considers a potential future folded diamond interchange at the TH 55 at CSAH 28/CSAH 63 intersection. You can expect Bolton & Menk to coordinate the development of these concepts with the PMT, and to develop these concepts using current State standards for layout development and in accordance

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with the Highway Process Development Process (HPDP) Handbook.

Bolton & Menk intends to identify the benefits and impacts associated with each concept and prepare preliminary cost information for each one. Bolton & Menk would use this information to inform the impacts analysis of each concept.

These impacts will include, but are not limited to:

1. Minimizing near term & long term costs
2. Right-of-way acquisition
3. Bridge costs
4. Utility impacts
5. Required ponding and infiltration
6. Construction project cost

Task 6 Key Staff: Chromy, Lemke, Bienfang

Task 6 Deliverables:

Deliverable	Delivery Date	Key Staff
Development of up to Three Alternatives for the Alignment of CSAH 28/CSAH 63 (Argenta Trail)	November 24, 2014	Chromy, Lemke, Bienfang
Impacts Analysis of the Alignment Alternatives	November 27, 2014	Lemke, Bienfang

County Participation:

- Participate in the development of alignment concepts for CSAH 28/CSAH 63 (Argenta Trail) within the PMT

City Participation:

- Participate in the development of alignment concepts for CSAH 28/CSAH 63 (Argenta Trail) within the PMT

Task 7: Utility Coordination

7.1 Preliminary Utility Investigation

Bolton & Menk intends to perform all preliminary utility identification and coordination as outlined in the State’s Utility Coordination Process. For this work, you can expect Bolton & Menk to perform the following tasks:

- Define ownership of each existing utility
- Develop a list of contact personnel for each utility
 - Provide initial correspondence with identified and potentially affected utilities

- Document all correspondence with identified and potentially affected utilities
- Complete the 30 percent plan layouts and cross sections with respect to the showing the in-place utilities and easements (the County will provide easements in AutoCAD *.dwg file format).
- Identify ownership of each utility, with contact information, within the 30 percent plan layouts
- Furnish the City and County a utility tabulation for each utility.
- Communicate utility information to the individual utility companies for their use in developing relocation plans.

7.2 Final Utility Investigation

You can expect Bolton & Menk to perform all preliminary utility identification and coordination as outlined in the State’s Utility Coordination Process. We will contact Gopher State One-Call to request “field locates” of all potentially affected underground utilities (telephone, electric, gas, fiber optics, cable TV, sanitary sewer, storm sewer, water, etc.) and also field inspection (and/or conduct record searches) to identify overhead utilities and private utilities in the vicinity of the proposed projects. The Bolton & Menk Project Manager will work with the County Project Manager to field verify the limits of any utility locates before Gopher State One-Call is contacted and the actual field work is performed.

7.3 Utility Relocation Locate

Bolton & Menk intends to identify and design all public utility adjustments and relocations. We will also coordinate relocations and adjustments of private utilities with our proposed design for adjustments and relocations of public utilities. As part of this task, you can expect Bolton & Menk to check and verify that relocated facilities will not be in conflict with the proposed CSAH 28/CSAH 63 (Argenta Trail) design and construction. Bolton & Menk will also contact utility companies to check on status of utility relocation design work.

Task 7 Key Staff: Lemke, Bienfang

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Task 7 Deliverables:

Deliverable	Delivery Date	Key Staff
Define Ownership and Develop a List of Utility Contacts; Provide Initial Contact with Identified and Potentially Affected Utility Owners	September 29, 2014	
Draft Geometric Layout	January 5, 2015	Lemke, Bienfang
30% Final Plan Layouts and Cross Sections Showing In-Place Utilities and Easements	February 27, 2015	
Utility Tabulation for each Utility	February 27, 2015	

County Participation:

- The County Project Manager will work with Bolton & Menk staff to field verify the limits of any Gopher State One-Call locates before the field work is performed
- Provide Bolton & Menk with easements in AutoCAD*.dwg file format
- Review and approve public utility adjustments and relocations for utilities owned by the County (if any)

City Participation:

- Review and approve public utility adjustments and relocations for utilities owned by the City.

Task 8: Drainage Design

You can expect Bolton & Menk to perform the drainage design tasks and design the proposed stormwater management system to meet the requirements of the following:

- Minnesota Pollution Control Agency (MPCA) National Pollutant Discharge Elimination System (NPDES) General Stormwater Permit for Construction Activity
- Lower Mississippi River Watershed Management Organization (LMRWMO)
- Eagan-Inver Grove Heights Watershed Management Organization (E-IGHWMO) Standards
- City of Inver Grove Heights Northwest Area Standards

The boundary between the LMRWMO and the E-IGHWMO generally follows the existing alignment of Argenta Trail.

Bolton & Menk will also perform the drainage design task in compliance with all applicable State Technical Memorandums and State Aid Standards.

Bolton & Menk understands that because of these multiple stormwater management requirements from agencies at different levels of government, and the time-sensitive schedule of this project, that early and continued coordination between these agencies, Bolton & Menk staff, and the PMT will be critical to project success.

You can expect Bolton & Menk to provide the following deliverables:

8.1 Water Resources Technical Report

Bolton & Menk will compile a standalone Water Resource Technical Report, which will address all the water quality, water quantity, wetland issues, and floodplain issues. Furthermore, Bolton & Menk understands that the purpose of the standalone report is to provide a document that can be easily reviewed by the City, County, and agencies to separate the water resource impacts from the highway design aspects of the project.

8.2 Deliverables by Bolton & Menk

Bolton & Menk will perform the following tasks as part of its drainage design work for this project:

- Coordination with the City of Inver Grove Heights
- Incorporate drainage system into preliminary cost estimate and cost splits

Bolton & Menk will provide the following final products as part of its drainage design work for this project:

- Overview Map of project and water resources engineering issues
- Surveyed as-built of existing system
- Model of existing stormwater management system
- Layout of proposed drainage system
- Pond Grading Plan
- Detention pond design
- Drainage memorandum documenting analysis
- Drainage area maps
- Drainage computations
- Stand-alone water resources technical report
- Drainage Plan
- Storm Water Pollution Prevention Plans (SWPPP)
- Temporary Erosion/Sediment Control Plans
- Proposed Surface Drainage Tabulation
- Proposed Storm Sewer Tabulation

Task 8 Key Staff: Lemke, Leichty, Bienfang

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Task 8 Deliverables:

Deliverable	Delivery Date	Key Staff
Surveyed As-Built of Existing System	October 24, 2014	Lemke, Leichty, Bienfang, Williams
Model of Existing Stormwater Management System	October 31, 2014	Leichty
Overview Map of Project and Water Resources Engineering Issues	November 17, 2014	Lemke, Leichty, Bienfang
Layout of Proposed Drainage System	November 17, 2014	Lemke, Leichty, Bienfang
Stand-Alone Water Resources Technical Report	November 26, 2014	Lemke, Leichty
Drainage Memorandum Documenting Analysis	December 15, 2014	Lemke, Leichty
Pond Grading Plan	February 27, 2015	Lemke, Leichty, Bienfang
Detention Pond Design	February 27, 2015	Lemke, Leichty, Bienfang
Drainage Area Maps	February 27, 2015	Lemke, Leichty, Bienfang
Drainage Computations	February 27, 2015	Lemke, Leichty, Bienfang
Drainage Plan	February 27, 2015	Lemke, Leichty, Bienfang
Storm Water Pollution Prevention Plans (SWPPP)	February 27, 2015	Lemke, Leichty, Bienfang
Temporary Erosion/Sediment Control Plans	February 27, 2015	Lemke, Bienfang
Proposed Surface Drainage Tabulation	February 27, 2015	Lemke, Bienfang
Proposed Storm Sewer Tabulation	February 27, 2015	Lemke, Bienfang

County Participation:

- Review the Water Resources Technical Report
- Coordinate with Bolton & Menk and the City on drainage design issues

City Participation:

- Review the Water Resources Technical Report
- Coordinate with Bolton & Menk and the County on drainage design issues

Task 9: Design Memorandums

Bolton & Menk understand the importance of documenting project design criteria, recording any discussions on pertinent issues and if there are design exceptions, the importance of documentation the justification. Recording and openly communicating about project design criteria and related discussions can also build trust with the public and other review agencies during a project's development.

9.1 Objectives

Bolton & Menk understands that the objectives of the Design Memorandums are to document the project design criteria and standards; to discuss any pertinent issues; and, if there are design exceptions, to document and justify them.

9.2 Design Standards Documentation

You can expect Bolton & Menk to prepare design recommendations for the project according to the requirements of the HPDP manual, and to prepare the required design standards documentation for this project according to the Design Memorandum format.

9.3 Deliverables

9.3.1 For this task, Bolton & Menk will:

1. Assemble the necessary documents required by the HPDP
2. Meet with the PMT to review the draft Design Memorandum
3. Distribute the document to the State Geometrics Engineer and the other appropriate agencies requesting approval
4. Facilitate subsequent processing of the Design Memorandum

Task 9 Key Staff: Chromy, Lemke, Bienfang

Task 9 Deliverables:

Deliverable	Delivery Date	Key Staff
Draft Design Memorandum for PMT Review	December 22, 2014	Chromy, Lemke, Bienfang
Final Design Memorandum for State Geometrics Engineer Approval	February 13, 2015	Bienfang

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County Participation:

- Review draft Design Memorandum
- Review final Design Memorandum

City Participation:

- Review draft Design Memorandum
- Review final Design Memorandum

Task 10: 30% Final Design Plan Preparation

10.1 30% Preliminary Construction Layout/

Construction Limits

Bolton & Menk will provide construction limits for use in right-of-way acquisition. The construction limits will be used to define both permanent and temporary right-of-way and easement needs.

Bolton & Menk will submit five sets of the Preliminary Layout along with the AutoCAD files for review by the City and County. The Layout will be submitted to MnDOT for review by the Metro Layout Review Committee and consideration for staff approval.

Those plans will be considered to be the 30% Final Design Plan submittal and will include the following layouts and plan sheets:

- Preliminary typical sections
- Preliminary superelevation transitions
- Horizontal and vertical alignments
- Preliminary retaining wall
- Preliminary utility tabulations
- Cross sections
 - with in-place right-of-way shown
 - based on all temporary and permanent construction
- Preliminary construction limits
 - shown on both the in-place topography and construction layouts
- Preliminary removal layouts
- Preliminary utility relocation layouts
- Preliminary major drainage features
- Contour plans

Bolton & Menk will provide a Construction Cost Estimate based on the Preliminary Engineering and the 30% Final Design Plans. Bolton & Menk is aware that the cost estimate will inform the City and County's 2016 capital budgeting process.

10.1.1 Alignment Plan Layout and Tabulations

Bolton & Menk will prepare an alignment layout showing all proposed roadway centerlines, stationing, and identifying all alignment points with point numbers, curves with curve numbers, and all permanent horizontal control points. In addition, Bolton & Menk will prepare tabulation sheets showing all alignment and curve data (PC, PT, PI, POT, POC, PCC) for the alignment points shown on the alignment plan layout. Tabulated data will include station, delta, degree of curve, radius, tangent, curve length, superelevation rate, and X-Y-Z coordinates.

10.1.2 In-place Topography, Utility, and Right-of-Way

Bolton & Menk will prepare a plan layout showing all in-place topographic features, and private and public utilities within the project limits. All existing centerlines, existing right-of-way lines, and preliminary proposed right-of-way lines will be shown.

10.1.3 Construction Plan Layout

Bolton & Menk will prepare 30 Percent Detailed Plan Layout of the project providing information on the location of items such as roadways, shoulders, radii, turn lanes, acceleration lanes, driveways, curb and gutter, tapers, right-of-way, easements, obliterations, station equations, fencing, etc. Bolton & Menk will prepare 30 Percent Construction Plan Layout using current MnDOT standards for layout development and in accordance with the HPDP handbook. The required format of the staff approved layout is shown on the MnDOT website under <http://www.dot.state.mn.us/tecsup/geometrics>.

10.1.4 Roadway Profile Layout

Profile layout of the proposed/existing mainline, cross roads, and driveways will be prepared. Information shown on the profiles will include items such as vertical control, vertical curve data, top of finished surface, top of special ditch grade, culverts and utilities. Profiles along lane line will also be shown.

10.1.5 Drainage Plan Layout

Bolton & Menk will prepare a detailed superelevation plan that patterns the superelevation transition, showing cross-slopes where superelevation transition begins and ends and where the superelevation is zero.

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10.1.6 Construction Limits Layout

The preliminary construction limits will be based on the final horizontal and vertical alignments. The final horizontal alignments will be shown on the map as close to the center as possible. A separate right-of-way map will be prepared showing the construction centerline and both permanent right-of-way takings and temporary easements.

When Bolton & Menk furnishes the construction limits map, Bolton & Menk will also submit preliminary cross-sections showing the natural ground line and top surface sections for the highway and all intersecting roads. The preliminary cross-sections will also show the grades for all entrances and road approaches.

10.1.7 Cross-Section Sheets

Bolton & Menk will prepare cross-sections at 50-foot intervals with intermediate sections in critical areas with unique physical features (e.g., culverts, intersections, and entrances). The plan sheets will show existing ground line, proposed roadway template, existing and proposed utilities, existing and proposed culverts, existing right-of-way, tentative temporary and permanent easements, drainage easements, entrance slopes, and topsoil placement. Earthwork volumes between stations will also be shown.

Task 10 Key Staff: Lemke, Beinfang, Chromy

Task 10 Deliverables:

Deliverable	Delivery Date	Key Staff
MnDOT Level 1 Layout	January 5, 2015	Lemke, Bienfang, Chromy
30% Final Design Plans <ul style="list-style-type: none"> • 5 Copies • Includes Construction Limits used to Define both Permanent and Temporary Right-of-Way and Easement Needs • Includes the Plan Sheets Identified Above in 10.1 		
Construction Cost Estimate Based on the Preliminary Engineering and the 30% Final Design Plans		
Alignment Plan Layout and Tabulations	February 27, 2015	Lemke, Bienfang, Hilgardner, Leichty
In-place Topography, Utility, and Right-of-Way <ul style="list-style-type: none"> • Includes Preliminary Construction Limits 		
Construction Plan Layout <ul style="list-style-type: none"> • Includes Preliminary Construction Limits 		
Roadway Profile Layout		
Drainage Plan Layout		
Construction Limits Layout		
Cross-Section Sheets		

County Participation:

- Review the Preliminary Layout (30 Percent Final Design Plans)

City Participation:

- Review the Preliminary Layout (30 Percent Final Design plans)

Fee Estimate

We have prepared a spreadsheet outlining anticipated time and cost based on our assumptions as detailed in the proposal. Our fee estimate includes labor, subconsultant expenses, general business and other customary expenses associated with operating a business.

EXHIBIT 4 Affidavit of Noncollusion

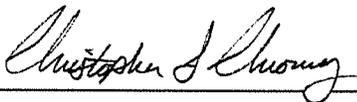
EXHIBIT

STATE OF TEXAS
AFFIDAVIT OF NONCOLLUSION

I

1. I, _____, is a resident of the State of Texas and is acting on behalf of _____.
2. I have read the proposal submitted by _____ for the CSAH 28/63 Improvements and I have read the proposal submitted by _____ for the _____ without collusion with a competitor of the respondent and without a conspiracy, agreement, or understanding with any other person of attorneys, consultants, employees or agents of the respondent in the preparation of the proposal, and I believe that the proposal is a fair and open competition.
3. That the contents of the proposal have not been communicated by the respondent or its employees or agents to any person not an employee or agent of the respondent and will not be communicated to any such persons prior to the official opening of the proposals and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's firm name Bolton & Menk, Inc.

Authorized signature 

Date: August 14, 2014

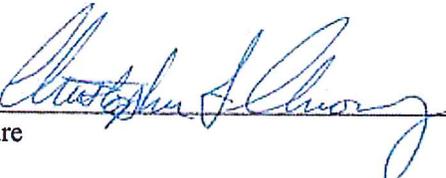
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

- Determined that no potential organizational conflict of interest exists.
- Determined that a potential organizational conflict of interest exists, as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:



Signature

August 14, 2014

Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with MnDOT contract personnel.

Name

Phone



Cost Proposal

CLIENT: Dakota County PROJECT: CSAH 28/63 Improvements		BOLTON & MENK, INC.										
TASK NO.	WORK TASK DESCRIPTION	Project Manager/PIC	Deputy Project Manager	Quality Manager	Municipal Engineer	Survey Manager	Water Resources Engineer	Design Engineer	Traffic Engineer	Survey/Design Technician	Graphics/Web Design	Totals
1.0 Project Management												
1.1	Administration	48	28									76
1.2	Coordination	16										16
1.3	Scheduling and Timely Document Delivery	4	16									20
1.4	Project Kick Off Meeting	4	8	4	4		4	4	4			32
1.5	QA/QC Functions			48								48
SUBTOTAL HOURS - TASK 1		72	52	52	4	0	4	4	4	0	0	192
2.0 Public and Agency Involvement												
2.1	Project Management Team Meetings (7 mtgs)	28	52									80
2.2	Two Newsletters	4	8							4	16	32
2.3	Public Open Houses (2 meetings)	16	24							24	24	88
2.4	Property Owner Coordination (Up to 10 meetings)	10	20									30
2.5	Utility Coordination (2 submittals/meetings)	2	16					32				50
SUBTOTAL HOURS - TASK 2		60	120	0	0	0	0	32	0	28	40	280
3.0 Analyze Data Compilation, Surveys, & Mapping												
3.1	Data Collection	2	4			16		32		120		174
3.2	Determine Data Deficiencies & Needs	2	4			8		8				22
3.3	Supplemental Field Surveys		2			16		20		60		98
3.4	Preliminary Hydraulics		2		8		8	32				50
3.5	Hydraulic Surveys		2		4		16			32		54
3.6	Preliminary Utility Investigation		4		8			16		24		52
SUBTOTAL HOURS - TASK 3		4	18	0	20	40	24	108	0	236	0	450
4.0 Geotechnical Investigation												
4.1	Coordinate Geotechnical Subconsultant	2	4					20				26
SUBTOTAL HOURS - TASK 4		2	4	0	0	0	0	20	0	0	0	26
5.0 Traffic Analysis												
5.1	Data Collection and Existing Conditions								4			4
5.2	AM, Noon, and PM Peak Hour analysis	4	4						32	24		64
5.3	Geometric Alternatives and Evaluation	4	4						16	12		36
5.4	Prepare Traffic Study Report								8	4		12
SUBTOTAL HOURS - TASK 5		8	8	0	0	0	0	0	60	40	0	116
6.0 Concept Development												
6.1	Prepare Three (3) County Road Alignment Alternatives	4	8					32		64		108
6.2	TH 55 Intersection Geometry	4	8					24		16		52
6.3	Local Street Connections	2	4		8			8		16		38
6.4	Evaluate Alternatives	2	8					16				26
SUBTOTAL HOURS - TASK 6		12	28	0	8	0	0	80	0	96	0	224
7.0 Utility Coordination												
7.1	Preliminary Utility Investigation		4					8				12
7.2	Final Utility Investigation		4					8		16		28
7.3	Utility Relocation Locate/Tabulation		4					16				20
SUBTOTAL HOURS - TASK 7		0	12	0	0	0	0	32	0	16	0	60
8.0 Drainage Design												
8.1	Water Resources Technical Report	4			16		64	96		16		196
SUBTOTAL HOURS - TASK 8		4	0	0	16	0	64	96	0	16	0	196
9.0 Design Memorandums												
9.1	Design Standards Documentation	4	8					16				28
SUBTOTAL HOURS - TASK 9		4	8	0	0	0	0	16	0	0	0	28
10.0 30% Preliminary Plan Preparation												
10.1	MnDOT Level 1 Layout Submittal and Approval	16	32					48		64		160
10.2	Alignment Plan and Tabulation		4					8		16		28
10.3	Existing Topography, Utility, and ROW Plans and Tabs		4		8			24		48		84
10.4	Construction Plan and Profile Plans	4	8		8			16		32		68
10.5	Drainage Plan and Superelevation Plan	2	4		8		16	16		24		70
10.6	Cross Sections and Construction Limits	8	8		8			64		24		112
SUBTOTAL HOURS - TASK 10		30	60	0	32	0	16	176	0	208	0	522

Cost Proposal

CLIENT: Dakota County PROJECT: CSAH 28/63 Improvements		BOLTON & MENK, INC.											
TASK NO.	WORK TASK DESCRIPTION	Project Manager/PIC	Deputy Project Manager	Quality Manager	Municipal Engineer	Survey Manager	Water Resources Engineer	Design Engineer	Traffic Engineer	Survey/Design Technician	Graphics/Web Design	Total Hours	Total Cost
1.0	Project Management	72	52	52	4	0	4	4	4	0	0	192	\$25,560
2.0	Public and Agency Involvement	60	120	0	0	0	0	32	0	28	40	280	\$32,560
3.0	Analyze Data Compilation, Surveys, & Mapping	4	18	0	20	40	24	108	0	236	0	450	\$44,870
4.0	Geotechnical Investigation	2	4	0	0	0	0	20	0	0	0	26	\$2,700
5.0	Traffic Analysis	8	8	0	0	0	0	0	60	40	0	116	\$12,400
6.0	Concept Development	12	28	0	8	0	0	80	0	96	0	224	\$22,580
7.0	Utility Coordination	0	12	0	0	0	0	32	0	16	0	60	\$5,980
8.0	Drainage Design	4	0	0	16	0	64	96	0	16	0	196	\$19,960
9.0	Design Memorandums	4	8	0	0	0	0	16	0	0	0	28	\$3,120
10.0	30% Preliminary Plan Preparation	30	60	0	32	0	16	176	0	208	0	522	\$53,280
TOTAL HOURS		196	310	52	80	40	108	564	64	640	40	2094	
AVERAGE HOURLY RATE		\$150.00	\$125.00	\$125.00	\$130.00	\$135.00	\$105.00	\$95.00	\$110.00	\$90.00	\$75.00		
SUBTOTAL		\$29,400	\$38,750	\$6,500	\$10,400	\$5,400	\$11,340	\$53,580	\$7,040	\$57,600	\$3,000		
SUBTOTAL FEE													\$223,010
SUBCONSULTANT (Braun Intertec, Geotechnical Investigation)													\$24,940
SUBCONSULTANT (Traffic Data Inc, 13-hr turning movement count)													\$550
TOTAL FEE													\$248,500

Cost Proposal



August 22, 2014

Dakota County Road 28/CSAH 63 Preliminary Design Proposal



City of Inver Grove Heights
Dakota County



August 22, 2014

Mr. Scott Thureen
City of Inver Grove Heights
City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Mr. Brian Sorenson
Physical Development – Transportation
Western Service Center 3rd Floor
14955 Galaxie Avenue
Apple Valley, MN 55124

**Subject: Cost Proposal for CSAH 28/CSAH 63 Preliminary Design
City of Inver Grove Heights Project No. 2014-11 and Dakota County Project No. 63-25**

Dear Mr. Thureen, Mr. Sorenson, and Members of the Selection Committee:

SRF Consulting Group, Inc. is pleased to present our cost proposal for the above referenced project. Our total estimated fee for preliminary design services as we understand the scope of work is \$119,602.50.

As requested in the RFP, we have developed a cost estimate that provides task hours by employee classification and a table showing each individual and their expected hours for each major task item. Both of these items are included in this cost proposal.

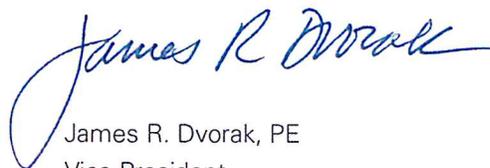
If SRF is selected for this project, we propose to set an initial meeting with the City and County project managers and other staff as appropriate to review the tasks, hours, and assumptions in our cost proposal (prior to beginning design work) to ensure a full understanding of the project scope and fee. Our detailed assumptions are shown with the individual tasks.

The SRF team looks forward to working with the City, County, and MnDOT on this project and is available to begin work immediately. If you have any questions regarding our cost proposal, please contact Brian Johnson at (763) 475-0010 or bjohnson@srfconsulting.com.

Sincerely,



Brian C. Johnson, PE
Principal and Project Manager



James R. Dvorak, PE
Vice President

SRF No. P14614

CLASS	NAME	1	2	3	4	5	6	7	8	9	10	TOTAL ESTIMATED PERSON-HOURS
TASK		Project Management	Public and Agency Involvement	Analyze Data and Mapping	Geotechnical Investigation	Traffic Analysis	Concept Development	Utility Coordination	Drainage Design	Design Memorandums	30% Preliminary Plan Preparation	
		19	30									49
PRINCIPAL	Brian Johnson											
PRINCIPAL	Pat Corkle					2	4					6
SR. ASSOC.	Becky Krugerud	19	30		2		6			3	14	74
SR. ASSOC.	Bob Leba	4							14			18
SR. ASSOC.	Aaron Vacek	10										10
SR. ASSOC.	Dean Dusheck			10								10
ASSOCIATE	Zack Kartak	4		4	4		26			21	44	103
ASSOCIATE	Jeremy Nielsen				2		12		79			93
ASSOCIATE	Leif Garnass	6	8			24	8					46
SR. PROF.	Emily Lueith		8	4	4		44	10			170	240
PROF.	Peter Engelmeyer			4				20	133			157
PROF.	Tom Sachi					34	10					44
TECHNICAL	Sue Vang							6	22		74	102
TECHNICAL	Jake Ansell			40								40
TECHNICAL	Sam Weisdorf			40								40
CLERICAL	Grace Danielson	2	12						1	1		16
	TOTAL	64	88	102	12	60	110	36	249	25	302	1048

Work Tasks and Person-Hour Estimates



SRF
 Client: City of Saint Paul
 Project: CSAH Preliminary Design
 Project: City of Saint Paul
 Subcontract: Braumertec

-Text in *italics* type indicates language taken directly from the RFP.
 -Text in standard type indicates tasks added to better define the required task.

TABLE C.1E.1S

- 1.0 Project Management
- 2.0 Public Agency Consultant
- 3.0 Analytical Consultant Survey and
- 4.0 Geotechnical Investigation
- 5.0 Traffic Analysis
- 6.0 Concept Development
- 7.0 Utility Coordination
- 8.0 Drainage Design
- 9.0 Design and Construction
- 10.0 30% Preliminary Plan Preparation

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
1.5	<p>Quality P management Plan (QP P) and Quality Assurance and Quality Control Procedures SRF will develop a project specific QP P that specifies how we will perform Quality Assurance and Quality Control (QA/QC) activities throughout the duration of the project to ensure delivery of a quality product in a timely manner that conforms to established contract requirements. SRF will prepare the project specific QP P and distribute it to all project team members, including subcontractors. SRF will submit the project specific QP P to Poutny Project P manager for approval within five business days of notice to proceed.</p> <p>Hours also include 1 All C review time.</p> <p>SRF Team Deliverables:</p> <ul style="list-style-type: none"> - Monitor progress and manage staff and subconsultants - Provide progress and status update reports submitted monthly - Provide look ahead project schedule showing a four 141 week window - Submit invoices monthly - Schedule and attend PMT meetings coordinated with the City and County's project managers - Provide agendas and meeting minutes for every meeting - Provide timely copies of critical correspondences and project issue data - Provide draft newsletters, meeting drawings, and graphics - Provide timely inputs regarding issues that must be resolved regarding the design on an as needed basis - Coordinate activities with all stakeholders via phone, email, and written correspondence 	0	18	6	0	0	0	2	26	\$3,004.00
	SUBTOTAL - TASK 1	19	33	10	0	0	0	2	64	\$8,373.00
2.0	<p>Public and Agency Involvement</p> <p>Assumptions:</p> <ul style="list-style-type: none"> - The City and County will attend public meetings and create updates for the County's web page. <p>Client Deliverables:</p> <ul style="list-style-type: none"> - Public participation mailing lists and envelopes. - Dakota County will publicize the open house, mail newsletters and arrange a location. - City will coordinate the property owner meetings, develop an agenda and provide meeting 									
2.1	<p>Project P management Team Meetings</p> <p>SRF will hold an initial meeting to confirm the basic project objectives, solidify a work plan and obtain consensus on project requirements. On a determined basis, the SRF will schedule, prepare for, lead and provide meeting minutes for the project management team (PMT). The PMT will meet as required to discuss design, unresolved issues, priorities, right of way acquisition impacts, permit, and agency-related issues to the project, and make design decisions and resolve issues. The PMT will include staff from the City, County, and MHPPT, as determined by each agency.</p> <p>Assume 4 meetings, 4 hours meeting 1.2 staff. Meetings will be held at Inver Grove Heights City Hall. Kick-off meeting hours are in Task 1.4.</p>	16	8	8	0	0	0	0	32	\$4,424.00

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
2.2	Newsletters and P eb Site Provide two (P) draft newsletters for the project. The newsletter will present the need for the project, the latest information regarding the project, layout, results of past meetings, and the project schedule. They may also be used as invitations to the public open house meetings. Final copy will be prepared by City and County staff. Newsletters will be printed and distributed by the County.	2	0	0	0	0	0	8	10	\$746,000
2.3	Public Ppen Pouses Assume participation in two (P) public open house meetings to share general information on the project (which may include design assumptions, traffic assessments, design alternatives, geometric layout information, right of way impacts), and to ask the public for input on the project. Public Ppen Pouses can be key opportunities to interact one on one with the public. Polk County will publicize the public open house, mail newsletters, and arrange location.	12	12	0	0	0	0	0	24	\$3,444,000
2.4	Assume 2 meetings, 6 hours meeting 2 staff. Agency and Property Owner Coordination SRF will coordinate with state, regional and local agencies as is needed to move the project forward. These meetings will be used to coordinate information relating to permits, approvals, and other forms of consent beyond the PMT meetings. SRF will prepare for, attend and take minutes at these meetings. SRF will have one representative attend meetings between property owners and the City/County. The City will coordinate the meetings with the property owners and develop agendas. The City will take minutes and provide to SRF. It is assumed that P-PP small group property owner meetings will be needed.	0	10	0	0	0	0	2	12	\$1,366,000
2.5	Utility Coordination Coordination with public utilities is critical to this project's success. SRF will arrange meetings with utility companies to ensure that the project can be constructed starting in spring 2014. SRF will be responsible for identifying the appropriate utility companies, to forward the companies copies of plans at the P level P layout and PP percent layout. SRF will need to coordinate meetings with the utility companies at these two (P) key milestones. SRF will prepare for and attend the meeting. They will also take meeting minutes. The States Utility Coordination Process is included as an attachment to this RFP by reference. It is assumed that two (P) meetings will be needed. (Note that there is an electric transmission line that runs along the north side of TP PP in the area of the intersection, and there is a liquid propane pipeline that crosses TP PP in the area of the intersection.) Assume 4 hours meeting 1 staff. SRF Team Deliverables: - Meeting agendas, materials and summaries. - 2 Newsletters - Open house graphics and materials.	0	0	0	8	0	0	2	10	\$794,000
SUBTOTAL - TASK 2		30	30	8	8	0	0	12	88	\$10,774,000

TASK NO. WORK TASK DESCRIPTION PRINCIPAL SR. ASSOC. ASSOCIATE SR. PROF. PROF. TECHNICAL CLERICAL TOTALS ESTIMATED FEE

3.0 Analyze Data Compilation, Surveys and Mapping

Assumptions:

- All surveys will be tied to Dakota County Coordinate System, NAD 83, 119961 adjustment.
- Mapping and a 2011 TIN model of the TH 55 corridor 11,000 feet to either side of the centerline) will be provided.
- GIS 2012 Aerial Mapping topographic and planimetric mapping with one-foot contour data is available for the project area. The LIDAR 1 one-foot contour data was collected in 2011 by Fugro Horizons, Inc., and the Minnesota Department of Natural Resources.
- The existing right of way will be provided by Dakota County. SRF will not be responsible for checking the right of way against the record legal descriptions and plats.
- We will verify survey datums used for data furnished by Third Parties (if any), such as affected utility owners. SRF will ensure that third party information (if any) is consistent with datums in use by the Project and consistent with 1 utility Control checks detailed in the Design 1 MP.

Client Deliverables:

- Provide a copy of the preliminary digital planimetrics of the project for preliminary geometric layouts and establishment of consultant survey limits and digital terrain model, in County coordinates.
- Provide a GIS data set including:
 - a. Planimetric mapping
 - b. Elevation topographic data (1ft. LIDAR)
 - c. Property Information
 - d. Contaminated Sites Inventory e. Aerial Photography (2011)
- The existing right of way will be provided by Dakota County.

3.1

Data Collection 0 0 0 0 0 0 0 0 2 \$172.00

- 3.1.1 Review planimetric base files
- 3.1.2 Review Digital Terrain Model and TIN files
- 3.1.3 Field surveys to update Digital Terrain Model and TIN files
- 3.1.4 Field surveys to supplement Digital Terrain Model and TIN files in obscured areas and side street
- 3.1.5 Vertical and horizontal alignment verification within 4PP feet of all match points
- 3.1.6 Final Preliminary Geometric Payout, Alignments, Profiles, and Cross Sections based on Lidar verification and supplement
- 3.1.7 Review all revisions or updates to the plan to these documents
- 3.1.8 Pasting storm drainage

3.2

Additional hours for these tasks are included in Tasks 3.2 and 3.3. 0 0 4 0 0 0 0 0 4 \$420.00

- Determine Data Deficiencies and Needs.
- SRF will review the background information assembled under Task 3.1 and, in conjunction with Project Management Team (PMT), will determine if deficiencies in the coverage or depth of information exist. The outcome of this task will be a list of deficiencies and a brief explanation of the relevance of each item to this project.

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
3.3	Supplemental Field Surveys. The City anticipates that there will be supplemental survey data needs for this project. SRF will be prepared to provide surveying services under this contract.	0	6	0	0	0	40	0	46	\$3,956.00
3.4	SRF will be responsible to perform all additional field surveys to collect the data needed to complete the mapping task and determine the construction limits. The surveys may include, but are not limited to, additional cross-sections and profiles, alignments, culverts, drainage, Digital Terrain Model (DTM) of obscured areas, utilities and map annotation	0	0	0	0	0	0	0	0	\$0.00
3.5	Preliminary Hydraulics SRF will identify and review in-place drainage patterns and structures. SRF will identify new drainage patterns, water quality treatment basins and criteria to sufficient detail that preliminary construction limits, cost estimates and cost splits can be established. The storm water management plan for the project must follow the City's design standards for the Northwest Area as described in City Ordinance No. 1148 and as presented in the City of River Grove Heights Storm Water Manual for the Northwest Area.	0	4	0	0	0	40	0	44	\$3,704.00
3.6	Hours for this task are shown in Task 8.2. Hydraulic Surveys. Drainage profiles, hydraulic cross section, culverts, inlet and outlet flow lines, pipe types and size. This data will be used by SRF to evaluate the existing storm sewer capacity. The storm sewer system needs to be analyzed in the existing condition. See Task 8 for hydraulic analysis. Hours included for field survey only. Preliminary Utility Investigation SRF will perform all preliminary utility identification and coordination as outlined in Dakota County's Utility Coordination Process. SRF will also define ownership of each existing utility, develop a list of contact personnel and provide initial correspondence with potentially affected utility companies. All correspondence with potentially affected utilities will be documented. The preliminary layouts and cross sections prepared by SRF will be complete with respect to the showing of in-place utilities. SRF will furnish the City and County a utility tabulation for each utility. SRF will also provide this information to the individual utility companies for their use in developing relocation plans. Step 2 - surveying the utility markings, hours are shown in Task 3.3. Assumes that the utility survey will occur at the same time as the design survey.	0	0	0	2	4	0	0	6	\$480.00
SUBTOTAL - TASK 3										
		0	10	4	4	4	80	0	102	\$8,732.00

SRF Team Deliverables:

- Updated base mapping and existing condition drawings.
- Drainage profiles, hydraulic cross-section, culverts, inlet and outlet flow lines, pipe types, size, and existing storm sewer capacity.

ESTIMATED FEE

TOTALS

CLERICAL

TECHNICAL

PROF.

SR. PROF.

ASSOCIATE

SR. ASSOC.

PRINCIPAL

TASK NO. WORK TASK DESCRIPTION
 4.0 Geotechnical Investigation

Assumptions:

- All work will be in accordance with the MnI DOT Pavement and Geotechnical Manual.
- The initial work for the project will include only the realignment of the intersection, which we assume will include roadway widening and possible reconstruction of those roadways
- Assume both a truck-mounted drill rig and an off-road drill rig will be reI uired to perform our borings
- We assume the majority of the soil borings will be performed off of the eIisting roadway and therefore, will not reI uire traffic control. For any borings that are performed within eIisting roadways, we assume necessary traffic control would be provided by Dakota County.
- 18 solid stem auger borings, spaced at intervals around 300 feet. The roadway borings will be extended to at least 5 feet below the proposed grade in cuts and five feet below existing grade in fills. For estimating purposes, we have assumed a depth of 10 feet.
- Boring log data will also be provided in the I MnDOT Soils DatabaseI IMS Access) format for delivery to MnDOT.
- Hours shown below are for SRF staff, Braun's estimate is listed below in the expenses.

Client Deliverables:

- Review of pavement design
- Traffic control for borings within the existing roadways, if necessary

4.1

Pavement Typical Section Design

Braun will perform all necessary geotechnical investigation for preparation of the Pavement Design Section including preliminary soils surveys, engineering analysis, laboratory and field soils testing.

The required data will include, but not limited to the followingP

- Color-coded layout with an insetP map
- Preliminary soils letter with subcut information included
- General layout identifying project limits from the Level Layout
- Lengths, widths, and locations of all side roads which will be worked on and type of work that will be done on each road
- Typical sections
- Profiles
- Traffic data

After all necessary pavement design information has been collected and computations performed, the Typical Design Section Request package including proposed design and supporting data will be submitted to the County's project manager for review and comment.

SRF will notify the City and County of changes in the design relating to soil mechanics, which, in SRF's opinion, would result in better project value, result in easier construction, and/or be more economical. Problems of design and construction will be anticipated, and recommendations made for their solution.

SRF will utilize the information in the MDR to perform the pavement design.

0 0 0 4 0 0 0 4

\$344.00

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
4.2	<p><u>Preliminary Soils Survey</u> Braun will perform a preliminary soils survey having a sufficient number of soil borings and R-value samples to obtain data for the pavement typical section selection process. Borings will be obtained in accordance with Mn/DOT's Geotechnical Manual http://www.dot.state.mn.us/materials/geotmanual.html. The frequency of the drilling depends upon the variability of the subgrade and terrain encountered. Problem areas may require a more detailed drilling program.</p>	0	0	2	0	0	0	0	2	\$210.00
4.3	<p><u>SRF will review the soil boring layout and provide input.</u></p> <p><u>Materials Design Recommendation Letter (MDR)</u> Upon typical design section determination by SRF, a MDR will be prepared according to Mn/DOT, Dakota County, and State Aid current methods of design and the State's most current Geotechnical and Pavement Manual. The MDR will include all information needed for not only CSAH 28/63 segments, but also work on associated turn lanes along TH 55. The MDR will be reviewed and approved by the County and Mn/DOT. Any revisions requested by County will be incorporated into the Final Design Recommendation Letter.</p> <p>The MDR will analyze field boring work and laboratory soils tests to develop recommendations that include but are not limited to muck excavation, subgrade excavation, embankment construction (including need for special materials, controlled rate of fill, etc.), subsurface drainage, need for perforated pipe, dewatering, ponding, berms, shrinkage factors, frost treatments, noise walls, retaining walls, turf establishment, use of onsite materials and grading, base and pavement design section. Braun will perform all necessary geotechnical investigation including preparation of the MDR, soils surveys, engineering analysis, and laboratory and field soils testing.</p> <p>Cores of existing pavements may be required.</p> <p>All test holes will be backfilled in such a manner as to insure against subsequent settlement of the backfill resulting in a hole hazardous to persons, animals or equipment. Upon completion of the field investigation work, all surplus material, temporary structures and debris resulting from work will be removed and the premises left in a neat, orderly condition. Any improvements disturbed during boring operations will be restored in kind and character existing before the work started. All restoration work will be the responsibility of Braun and must be completed prior to the termination of the contract.</p> <p><u>Access</u> Braun will be responsible for obtaining written permission from all affected property owners prior to drilling. Right-of-entry will be arranged by the City or County when Braun is refused permission.</p> <p>Any permit fees will be the responsibility of Braun.</p> <p><u>Permits</u> Braun will obtain a R/W / Utility Permit from County two weeks prior to conducting any work on Dakota County R/W.</p> <p><u>Utilities</u> Utility coordination is necessary. Braun will be responsible for contacting Gopher State One-Call to locate and avoid existing utilities.</p> <p><u>Traffic Control</u> The Contractor will furnish required traffic control to ensure safety of the traveling public in compliance with the most current Minnesota Manual on Uniform Traffic Control Devices including Temporary Traffic Control Pole Layouts Field Manual</p> <p>SRF will review the MDR and provide input.</p>	0	2	4	0	0	0	0	6	\$672.00

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR_ASSOC	ASSOCIATE	SR_PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
	<p><u>SRF Team Deliverables:</u></p> <ul style="list-style-type: none"> - Pavement Design recommendations - Eighteen (18) pavement cores to measure pavement thicknesses - 18 solid stem auger borings and boring logs - Material design recommendation (MDR) letter addressing the CSAH 28 and 63 intersection and associated turn lanes along Trunk Highway (TH) 55 	0	2	6	4	0	0	0	12	\$4,226.00
	SUBTOTAL - TASK 4									
5.0	<p><u>Traffic Analysis</u></p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> - The Traffic Analysis task pertains mainly to the Trunk Highway 55/CSAH 63 intersection. All other intersections along this corridor will include left and right turn lanes along CSAH 63 and are assumed to be side street stop controlled. - The consultant must utilize MnI DOT and Dakota County design standards for intersections and county standard signal timing practices and parameters and geometries for analysis. - An ICE document is not relied of this project, but the report shall be written in such a way that the major technical and assessment portions may be taken directly from the report to be included into a future ICE document when needed. - The current MnMUTCD shall be utilized for signal justification methodology and parameters and also the County standard practice of 100% right turn reduction on the minor roadway approaches, unless the right turning volume exceeds 70% of its potential capacity for any one hour. If either minor approach does, up to 50% of the right turns can be added back in as described in the MnI DOT ICE Technical Memorandum No 07-02-T-01, April 25, 2012). - Concepts are developed in Task 6 									
5.1	<p><u>Client Deliverables:</u></p> <ul style="list-style-type: none"> - Existing and Year 2030 Daily Traffic Volumes - Intersection Crash Diagrams (2011 to 2013) <p>SRF shall assess the intersection to achieve optimal operation based on an evaluation of key objectives including mobility, financial considerations, safety, and the surrounding area conditions.</p>	1	0	2	0	0	0	0	3	\$371.00
5.2	<p>Dakota County will provide the following information prior to starting the project:</p> <ol style="list-style-type: none"> The most recent average daily traffic volumes and projected 2P3P AADT volumes for the County and State roads in the project. The intersection and segment crash diagrams utilizing 2P11 through 2P13 crash data. Additional traffic volume information can be found at the following location: http://www.dot.state.mn.us/traffic/data. 	0	0	2	0	2	0	0	4	\$364.00
5.3	<p>SRF should accomplish the following key project elements:</p> <ol style="list-style-type: none"> The 2P14 13-hour turning movement count data for the TH 55/CSAH 63 intersection. Assess current (2P14) and future traffic conditions (2P3P) for the morning, noon, and evening peak hours using evaluation tool as most appropriate. Evaluate and recommend geometric upgrades. Field assessment/observation and summary of operations at the critical travel times of the day. If there are viable geometric alternatives, present alternatives and develop preferred alternative through discussion of results with project team. Present conceptual plan to illustrate impacts and feasibility for the preferred alternative. Final recommendations must be feasible. 	1	0	20	0	32	0	0	53	\$4,725.00

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
	<p>SRF Team Deliverables:</p> <ul style="list-style-type: none"> - Technical Memo with documenting the analysis (data collection, crash data, 2030 traffic volumes, field observations, alternatives and concept plan of preferred alternative) 									
	SUBTOTAL - TASK 5	2	0	24	0	34	0	0	60	\$5,460.00
6.0	<p>Concept Development</p> <p>Assumptions:</p> <ul style="list-style-type: none"> - SRF may develop up to three alternatives for the alignment of CSAH 28163 (Argenta Trail), and will coordinate the development of these concepts with the PMT. - The concepts will be developed using current State standards for layout development and in accordance with the Highway Process Development Process (HPDP) Handbook. - Concept alternatives will be hand-sketched alignments to demonstrate alternative 									
	<p>Client Deliverables:</p> <ul style="list-style-type: none"> - Dakota staff will be responsible for securing right of way and/or temporary and permanent easements for the adopted alignments. - Provide any proposed future development information in the study area. 									
6.1	<p>SRF will identify the impacts associated with each concept developed for the purposes of performing impact analysis. These impacts will include but are not limited to:</p> <ol style="list-style-type: none"> 1. Minimizing near term P long term costs 2. Right of Way acquisition 3. Bridge Costs 4. Utility Impacts 5. Required ponding and infiltration 6. Construction project cost. 	4	4	30	0	10	0	0	48	\$5,068.00
6.2	<p>Assumes impacts are based on the hand sketched drawings and evaluated at a high level to narrow the concepts to a preferred alternative.</p> <p>The preferred alternative will be drawn in CAD, evaluating the following: horizontal alignment including superelevation and sight lines, vertical profile, right of way, earth work, and future interchange considerations including overpass elevations and ramp alignments.</p>	0	2	14	32	0	0	0	48	\$4,474.00
6.3	<p>A planning level cost estimate of the preferred alternative, utilizing SRF's one-page template.</p>	0	0	2	12	0	0	0	14	\$1,242.00
	<p>SRF Team Deliverables:</p> <ul style="list-style-type: none"> - Three alternative concepts sketches of roadway alignments - One preferred alternative sketch - Cost Estimate of preferred alternative 									
	SUBTOTAL - TASK 6	4	6	46	44	10	0	0	110	\$10,784.00

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
7.0	Utility Coordination Assumptions: - Dakota County's Utility Coordination Process for Design Plans will be followed. - GSOC will include potential future interchange area, identification of relocations will be for the Client Deliverables: - Provide as-built drawings of any City infrastructure in the study area. - Right of way easements in AutoCAD - Review utility locates prior to field work.	0	0	0	2	12	6	0	20	\$1,576.00
7.1	Preliminary Utility Investigation SRF will perform all preliminary utility identification and coordination as outlined in the County Utility Coordination Process. SRF will also define ownership of each existing utility, develop a list of contact personnel and provide initial correspondence with potentially affected utility companies. All correspondence with potentially affected utilities will be documented. The 3P percent plan layouts and cross sections prepared by SRF will be complete with respect to the showing of in-place utilities, and easements. SRF will provide easements in AutoCAD *.dwg file format. SRF will furnish the City and County a utility tabulation for each utility. SRF will also provide this information to the individual utility companies for their use in developing relocation plans.	0	0	0	4	0	0	0	4	\$344.00
7.2	Hours for the initial GSOc are in Task 3.6, these hours are to put the utility information into CAD. Final Utility Investigation SRF will perform all preliminary utility identification and coordination as outlined in the County Utility Coordination Process. This work will include contacting Gopher State One-Call to request field locates for all potentially affected underground utilities (telephone, electric, gas, fiber optics, cable TV, sanitary sewer, storm sewer, water, etc.) and also field inspection (and/or conduct record searches) to identify overhead utilities and private utilities in the vicinity of the proposed projects. SRF will work with the County Project Manager to field verify the limits of any utility locates before the actual field work is performed.	0	0	0	4	8	0	0	12	\$960.00
7.3	Utility Relocation Locate Identify and design all public utility adjustments and relocations. Coordinate relocations and adjustments of public and private utilities. Check that relocated facilities will not be in conflict with proposed design. Contact utility companies to check on status of work. SRF Team Deliverables: - Utility log with contact information for all companies in the area - In-place utility base file in AutoCAD	0	0	0	10	20	6	0	36	\$2,880.00
SUBTOTAL - TASK 7										

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
8.0	Drainage Design Assumptions: - The proposed stormwater management system will be designed to meet the requirements of the Minnesota Pollution Control Agency (MPCA) National Pollutant Discharge Elimination System (NPDES) General Stormwater Permit for Construction Activity, Lower Mississippi River Watershed Management Organization (LMRWMO) and Eggan-Inver Grove Heights Watershed Management Organization (EIGHWMO) Standards, and City of Inver Grove Heights Northwest Area Standards. - The work performed in this task will be done in compliance with all applicable State Technical Memorandums and State Aid Standards. - Up to three BMPs will be needed to meet the project stormwater requirements. - Water quality computations will not be required or designed to address the following Minnesota water treatment loading standards or not required. - The project is not located within a DWSMA or WPA. - Hydrocod will be used to perform pond routing and design. - Drainage plan, SWPPP, Temporary Erosion Sediment Control Plan, Proposed Surface Drainage Tabulation, and Proposed Storm Sewer Tabulation are not required for 30% plans	0	4	10	0	24	4	0	42	\$3,722.00
8.1	Water resources technical report Compile a stand-alone water resource technical report, which address all the water quality, water quantity, wetland issues, and floodplain issues. The purpose of the stand-alone report is to provide a document that can be easily reviewed by the cities, County and agencies to separate the water resource impacts from the highway design aspects of the project.	0	4	10	0	24	4	0	42	\$3,722.00
8.2	SRF Deliverables Coordination with the City of Inver Grove Heights Overview Map of project and Water Resources Engineering issues Surveyed as-built of existing system Model of existing storm water management system Layout of proposed drainage system Incorporate drainage system into preliminary cost estimate and cost splits Pond Grading Plan Detention Pond Design Drainage memorandum documenting analysis Drainage area maps Drainage Computations Stand-alone water resources technical report Drainage Plan Storm Water Pollution Prevention Plans (SWPPP) Temporary Proslion/Sediment Control Plans Proposed Surface Drainage Tabulation Proposed Storm Sewer Tabulation	0	0	8	0	0	0	1	9	\$893.00
8.2.1	Coordination with the City of Inver Grove Heights, LMRWMO, and EIGHWMO. Includes travel, meeting, meeting minutes, and preparation. Assumes one staff and two meetings at the City of Inver Grove Heights. Other communication will be via email and phone.	0	0	2	0	10	8	0	20	\$1,620.00
8.2.2	Overview Map of project and Water Resources Engineering issues. Includes aerial image, preferred alternative, wetlands, and floodplains, drainage boundaries, and proposed pond BMP locations.	0	0	0	0	0	0	0	0	\$0.00
8.2.3	Surveyed as-built of existing system (Hours are shown in Task 3)	0	0	0	0	0	0	0	0	\$0.00

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SRL PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
8.2.4	Collect and review available data for the corridor such as record plans, survey, applicable ordinances, regulatory environment, and soil types. Perform a field walk to review existing conditions.	0	0	5	0	16	0	0	21	\$1,757.00
8.2.5	Model of existing storm water management system. Assumes assembling an existing conditions Hydrocad model to determine the runoff from within the project limits. Hydraulic/hydrologic information for any ponding systems outside the project limits will be provided by others.	0	0	10	0	10	0	0	20	\$1,820.00
8.2.6	Identify proposed ditch locations and update based on review of preliminary cross sections. Propose special ditch grades as needed to provide roadway drainage and convey runoff.	0	0	2	0	8	0	0	10	\$826.00
8.2.7	Layout of proposed drainage system. Includes pond/BMP locations, trunkline, and connections to offsite systems, no laterals. Includes sizing of pond/bmp outlets and trunklines from the roadway low points to the outfall location.	0	0	6	0	20	4	0	30	\$2,490.00
8.2.8	Incorporate drainage system into preliminary cost estimate and cost splits	0	0	0	0	5	0	0	5	\$385.00
8.2.9	Pond Grading Plan	0	0	0	0	8	2	0	10	\$776.00
8.2.10	Pond/BMP Design including modeling and volume calculations.	0	10	26	0	4	0	0	40	\$4,298.00
8.2.11	Drainage memorandum documenting analysis. See task 8.1.1 Water Resources Technical Report	0	0	0	0	0	0	0	0	\$0.00
8.2.12	Drainage area maps.	0	0	2	0	2	4	0	8	\$684.00
8.2.13	Drainage Computations - Water Quality treatment summary, trunkline sizing, and pond/bmp design output	0	0	4	0	10	0	0	14	\$1,190.00
8.2.14	Stand-alone water resources technical report (See task 8.1.1 Water Resources Technical Report). Includes one hard copy and one electronic copy.	0	0	0	0	0	0	0	0	\$0.00
8.2.15	Drainage Plan. Includes plan sheet showing pond/BMP locations.	0	0	0	0	0	0	0	0	\$0.00
8.2.16	Storm Water Pollution Prevention Plans (SWPPP)	0	0	0	0	0	0	0	0	\$0.00
8.2.17	Temporary Erosion/Sediment Control Plans	0	0	0	0	0	0	0	0	\$0.00
8.2.18	Proposed Surface Drainage Tabulation.	0	0	0	0	0	0	0	0	\$0.00
8.2.19	Proposed Storm Sewer Tabulation. Includes trunkline and pond/BMP outlets.	0	0	0	0	0	0	0	0	\$0.00
8.3	Evaluate the existing storm sewer capacity using field survey of existing hydraulic information. The storm sewer system needs to be analyzed in the existing condition. Includes spreadsheet analysis of full flow conditions.	0	0	4	0	16	0	0	20	\$1,652.00
<p>SRF Team Deliverables:</p> <ul style="list-style-type: none"> Overview Map of project and Water Resources Engineering issues Model of existing storm water management system Layout of proposed drainage system Preliminary cost estimate and cost splits Pond Grading Plan Detention Pond Design Drainage memorandum documenting analysis Drainage area maps Drainage Computations Stand-alone water resources technical report 										
SUBTOTAL - TASK 8		0	14	79	0	133	22	1	249	\$22,113.00

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
9.0	Design Memorandums									
	Assumptions:									
	- SRF will prepare design recommendations for the project according to the requirements of the HPDP manual.									
	- The Design Memorandum will be for the ultimate condition, including the potential future interchange.									
	- No additional environmental documentation is required.									
	Client Deliverables:									
	- Review Design Memorandum									
9.1	Assemble the necessary documents required by the HPDP	0	2	16	0	0	0	0	18	\$1,932.00
9.2	Meet with the PMT to review the draft Design Memorandum Assume this is included in Task 2.1	0	0	0	0	0	0	0	0	\$0.00
9.3	Distribute the document to the State Geometrics Engineer and the appropriate agencies requesting approval.	0	0	2	0	0	0	1	3	\$263.00
9.4	Facilitate subsequent processing of the Design Memorandum	0	1	3	0	0	0	0	4	\$441.00
	SRF Team Deliverables:									
	- Design Memorandum									
10.0	30% Preliminary Plan Preparation									
	Assumptions:									
	- All work will be in accordance with Mn/DOT Office of State Aid, Mn/DOT Highway Project Development Process (HPDP) Handbook, Mn/DOT Computer Aided Drafting and Design (ICADD) Standards, Mn/DOT Design Standards, and Technical Memoranda.									
	- Electronic file sharing with the City, County, and State is required. All electronic information and data will be in formats using AutoCAD (Civil Design 3D), Excel, and Word applications.									
	- The 30 Percent plan submittal and will include the following layouts and plan sheets: Preliminary typical sections, preliminary super-elevation transitions, horizontal and vertical alignments, preliminary retaining wall, preliminary utility tabulations, cross sections (with in-place right of way shown) based on all temporary and permanent construction, preliminary construction limits (shown on both the in-place topography and construction layouts), preliminary removal layouts, preliminary utility relocation layouts, and preliminary major drainage features, contour plans.									
	- The 30 percent Construction Plan Layout using current Mn/DOT standards for layout development and in accordance with the HPDP handbook. The required format of the staff approved layout is shown on the Mn/DOT website under http://www.dot.state.mn.us/tecsup/geometrics .									
	- Assumes the Level 1 Staff Approved Layout is for the intersection work, and does not include the potential future interchange.									
	- Assumes this task is for a Level 1 Staff Approved Layout, supplemented with select additional layouts and plan sheets.									
	SUBTOTAL - TASK 9	0	3	21	0	0	0	1	25	\$2,636.00

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
	Client Deliverables: - Review and provide comments on the Level 1 Staff Approved Layout									
10.1	Alignment Plan Layout and Tabulations SRF will prepare an alignment layout showing all proposed roadway centerlines, stationing, and identifying all alignment points with point numbers, curves with curve numbers, and all permanent horizontal control points. In addition, SRF will prepare tabulation sheets showing all alignment and curve data (PC, PT, PI, POT, POC, PCC) for the alignment points shown on the alignment plan layout. Tabulated data will include station, delta, degree of curve, radius, tangent, curve length, superelevation rate, and P.P.P coordinates.	0	1	2	12	0	6	0	21	\$1,848.00
	Alignments will be shown on the Level 1 Staff Approved Layout. Plan sheets will be prepared for the alignment tabulations.									
10.2	In-place Topography, Utility, and Right of Way SRF will prepare plan layout showing all the in-place topographic features, and private and public utilities within the project limits. Show all existing centerlines, existing right of way lines, and preliminary proposed right of way lines.	0	0	0	2	0	6	0	8	\$652.00
	Assumes information shown on the layout was compiled in Task 7. Hours are for layout set up only.									
10.3	Construction Plan Layout SRF will prepare 3P percent detailed plan layout of the project providing information on the location of items such as roadways, shoulders, radii, turn lanes, acceleration lanes, driveways, curb and gutter, tapers, right of way, easements, obliterations, station equations, fencing, etc.	0	8	24	40	0	40	0	112	\$10,168.00
	Hours reflect the tasks associated with the requirements of the Level 1 Staff Approved Layout.									
10.4	Roadway Profile Layout Profile layout of the proposed/existing mainline, cross roads, and driveways will be prepared. Information shown on the profiles will include items such as vertical control, vertical curve data, top of finished surface, top of special ditch grade, culverts and utilities. Profiles along lane line will also be shown.	0	2	6	32	0	6	0	46	\$4,114.00
	Hours shown are for the superelevation design, hours for the layout are included in Task 8.									
10.5	Drainage Plan Layout SRF will prepare a detailed superelevation plan that patterns the superelevation transition, showing cross slopes where superelevation transition begins and ends and where the superelevation is zero.	0	0	0	4	0	4	0	8	\$664.00
	Hours shown are for the superelevation design, hours for the layout are included in Task 8.									
10.6	Construction Limits Layout The preliminary construction limits will be based on the final horizontal and vertical alignments. The final horizontal alignments will be shown on the map as close to the center of the map as possible. A separate right of way map will be prepared showing the construction centerline and both permanent right of way takings and temporary easements.	0	0	2	4	0	12	0	18	\$1,514.00
	When SRF furnishes the construction limits map, SRF will also submit preliminary cross-sections showing the natural ground line and top surface sections for the highway and all intersecting roads. The preliminary cross-sections will also show the grades for all entrances and road approaches.									
	The layout will include an aerial, existing and proposed right of way, alignments and construction limits. The layout will include dimensions from the existing to proposed right of way.									

TASK NO. WORK TASK DESCRIPTION

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
10.7	Cross Section Sheets SRF will prepare cross sections at 5P-foot intervals with intermediate sections in critical areas with unique physical features (e.g. culverts, intersections, and entrances). The plan sheets will show existing ground line, proposed roadway template, existing and proposed utilities, existing and proposed culverts, existing right of way, tentative temporary and permanent easements, drainage easements, entrance slopes, and topsoil placement. Earthwork volumes between stations will also be shown.	0	2	8	68	0	0	0	78	\$6,940.00
10.8	A construction Cost Estimate will be required at this deliverable to be used in the City and County CIP budgets. A planning level cost estimate of the Level 1 Staff Approved Layout utilizing SRFs one-page template.	0	1	2	8	0	0	0	11	\$1,024.00

SUBTOTAL - TASK 10

0	14	44	170	0	74	0	0	0	302	\$26,924.00
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TOTAL ESTIMATED PERSON-HOURS

55	112	242	240	201	182	16			1048	
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AVERAGE HOURLY PAI ROLL RATES

\$161.00	\$126.00	\$105.00	\$86.00	\$77.00	\$80.00	\$53.00				
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ESTIMATED LABOR

\$8,855.00	\$14,112.00	\$25,410.00	\$20,640.00	\$15,477.00	\$14,560.00	\$848.00				\$99,902.00
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TOTAL ESTIMATED LABOR AND OVERHEAD

										\$99,902.00
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ESTIMATED DIRECT NON-SALARI EI PENSES

										\$19,700.50
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TOTAL ESTIMATED FEE

										<u>\$119,602.50</u>
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ESTIMATE OF DIRECT NON-SALARI EI PENSES:

MILEAGE: Allowable IRS rate for business)

Personal Vehicles			1500	Miles I	\$0.560	per mile				\$840.00
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PRINTING:

Copies			250	Each	\$0.10	per sheet				\$25.00
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SUBCONSULTANTS:
Braun Intertec

										\$18,835.50
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ESTIMATED DIRECT NON-SALARI EI PENSES

										\$19,700.50
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TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
COST PER TASK										
1.0	Project Management	3,059.00	4,158.00	1,050.00	0.00	0.00	0.00	106.00		8,373.00
2.0	Public and Agency Involvement	4,830.00	3,780.00	840.00	688.00	0.00	0.00	636.00		10,774.00
3.0	Analyze Data Compilation, Surveys and Mapping	0.00	1,260.00	420.00	344.00	308.00	6,400.00	0.00		8,732.00
4.0	Geotechnical Investigation	0.00	252.00	630.00	344.00	0.00	0.00	0.00		1,226.00
5.0	Traffic Analysis	322.00	0.00	2,520.00	0.00	2,618.00	0.00	0.00		5,460.00
6.0	Concept Development	644.00	756.00	4,830.00	3,784.00	770.00	0.00	0.00		10,784.00
7.0	Utility Coordination	0.00	0.00	0.00	860.00	1,540.00	480.00	0.00		2,880.00
8.0	Drainage Design	0.00	1,764.00	8,295.00	0.00	10,241.00	1,760.00	53.00		22,113.00
9.0	Design Memorandums	0.00	378.00	2,205.00	0.00	0.00	0.00	53.00		2,636.00
10.0	30% Preliminary Plan Preparation	0.00	1,764.00	4,620.00	14,620.00	0.00	5,920.00	0.00		26,924.00

ESTIMATED DIRECT NON-SALARI EI PENSES

\$19,700.50

TOTAL ESTIMATED FEE

\$119,602.50



Project Proposal

QTB009093
CSAH 28/63 Preliminary Design

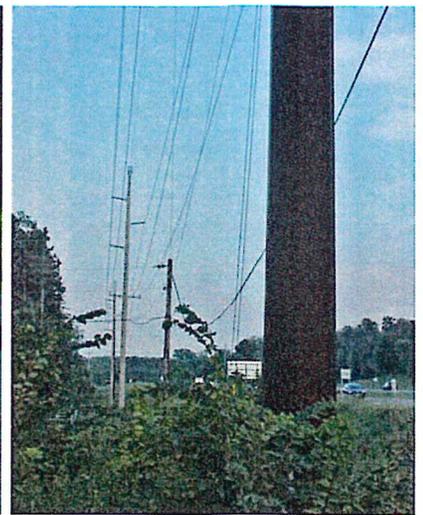
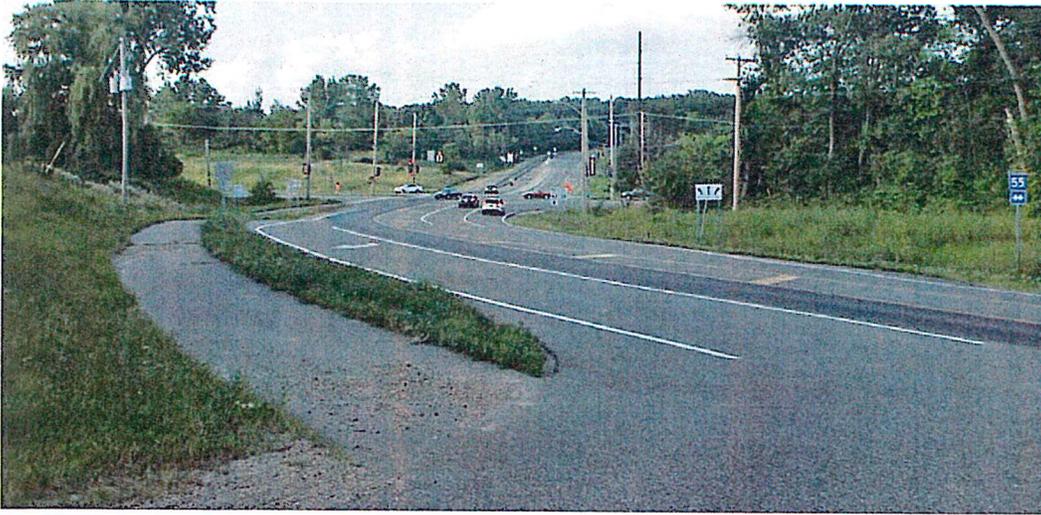
Client:
SRF Consulting Group, Inc.
Brian Johnson
1 Carlson Parkway North, Suite 150
Minneapolis, MN 55447
763-475-0010

Work Site Address:
CSAH 28 63
Inver Grove, MN 55076

Service Description:
Geotechnical Evaluation

Project Manager: Justin Polanper

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Geotechnical Evaluation				
Activity 1.1	Track Mounted Drill Rig and Crew				\$2,520.00
9200	Track Mounted Drill Rig and Crew, per hour	7.00	Each	360.00	\$2,520.00
Activity 1.2	Site Layout and Utility Clearance CADD				\$1,548.00
205	Site layout and utility clearance	8.00	Hour	75.00	\$600.00
371	CADD/Graphics Operator	4.00	Hour	100.00	\$400.00
5099	Trimble Q8 Rover Horizontal and vertical per hour	6.00	Each	53.00	\$318.00
1862	Trip Charge	1.00	Each	30.00	\$30.00
9920	Permit	1.00	Each	200.00	\$200.00
Activity 1.3	Soils Test				\$3,203.00
1166	200 gash ASTM C 1100 per sample	5.00	Each	60.00	\$300.00
5208	Proctor Test, MNDOT 1305 per sample	3.00	Each	160.00	\$480.00
1152	Moisture content ASTM D 2210 per sample	18.00	Each	17.00	\$306.00
1732	Hveem stabilometer value MNDOT 1300 per sample	3.00	Each	415.00	\$1,245.00
1165	Sieve analysis through No. 200 Sieve ASTM D 1140 or D 4130	5.00	Each	115.00	\$575.00
1156	Atterberg Limits: CL and PL ASTM D 4318 per sample	3.00	Each	99.00	\$297.00
Activity 1.4	Geotechnical Consulting Labor				\$6,718.50
138	Project Assistant	8.00	Hour	75.00	\$600.00
126	Project Engineer	34.00	Hour	140.00	\$4,760.00
128	Senior Engineer	5.00	Hour	155.00	\$775.00
125	Project Manager	4.00	Hour	140.00	\$560.00
1871	Trip Charge Project meeting	1.00	Each	23.50	\$23.50
Activity 1.5	Truck Mounted Drill Rig and Crew				\$2,080.00
9000	Truck Mounted Drilling Services, per hour	8.00	Each	260.00	\$2,080.00
Activity 1.6	Pavement Observations & Testing				\$2,742.00
252	Bituminous Coring	16.00	Hour	167.00	\$2,672.00
1861	Coring Trip Charge	2.00	Each	35.00	\$70.00
Phase 1 Total:					\$18,811.50
Proposal Total:					\$18,835.50



August 22, 2014

Dakota County Road 28/CSAH 63 Preliminary Design Proposal



City of Inver Grove Heights
Dakota County



August 22, 2014

Mr. Scott Thureen
City of Inver Grove Heights
City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Mr. Brian Sorenson
Physical Development – Transportation
Western Service Center 3rd Floor
14955 Galaxie Avenue
Apple Valley, MN 55124

**Subject: Proposal for CSAH 28/CSAH 63 Preliminary Design
City of Inver Grove Heights Project No. 2014-11 and Dakota County Project No. 63-25**

Dear Mr. Thureen, Mr. Sorenson, and Members of the Selection Committee:

The City of Inver Grove Heights, in partnership with Dakota County and the Minnesota Department of Transportation (MnDOT), is undertaking the preliminary design of CSAH 28/63 (Argenta Trail) at TH 55, with the goal of correcting alignment deficiencies, increasing capacity, managing access, improving safety, and facilitating future growth and development. This need is identified in both the City of Inver Grove Heights and Dakota County's capital improvement plans and is slated for construction in 2016.

As residents and business owners in the area may ultimately be impacted by this project, it will be very important to communicate the study process and evaluation results to the public and gain consensus to move forward. Public outreach, along with coordination with several public agencies and road authorities, will play a critical role in determining a recommended alternative that works for all stakeholders.

Meeting the project schedule is very important as the recommended alternative needs to be determined this fall, with subsequent approval of a MnDOT Staff Approved Layout (30% design) by February 2015 to enable this project to transition seamlessly into final design and construction. SRF will ensure the preliminary design schedule is met through our dedication to the project goals and our proven ability to navigate (and push) the project delivery process.

SRF Consulting Group offers several key strengths to the City, County, and their partners:

Strong Project Management – Project Manager **Brian Johnson, PE**, and Deputy Project Manager **Becky Krugerud, PE**, will lead the SRF team. They have worked closely together for more than seven years and excel at managing complex, multijurisdictional transportation projects together. Their recent collaboration includes the Broadway Avenue Mega Project in Forest Lake and the CSAH 23/TH 97 Preliminary Design in Columbus. Their approach to multidisciplinary projects is straightforward: plan ahead; monitor scope, schedule, and budgets; manage expectations regarding deliverables; maintain thorough and ongoing client and team communications; and deliver on time. Brian and Becky are committed to ensuring a successful study outcome through tireless attention to detail and timely responsiveness to stakeholder needs.

Unmatched Technical Expertise – Drawing on SRF’s staff of 300, we offer the City and County technical expertise to address project tasks. Specifically, SRF has extensive interchange experience; we have designed more than 225 interchanges that connect to local road systems. In addition, SRF is an industry leader in traffic operations analysis and in the design and implementation of roadways at the state, county, and local levels. SRF will use state-of-the-art tools and analysis methodologies during the alternatives evaluation process to illustrate and quantify the changes between alternatives. Our team members are accustomed to interacting on a daily basis to coordinate activities and resolve issues so that quality and creativity are achieved. We also have a long-standing relationship with **Braun Intertec** and will rely on their expertise to provide geotechnical evaluation assistance. Combined with our project experience, our collective strengths will be an asset to the City, County, and their project partners.

A Proven Process – The SRF team is known for our ability to develop sound methodologies, technical analysis, implementation strategies, and innovative design solutions. To build support, credible technical information supporting the findings and recommendations is imperative. SRF excels at conducting complex analysis and providing information in an understandable format, especially with respect to analyzing interchange and roadway corridor design alternatives and their operations and safety elements. Our process allows for a rapid selection of a recommended alternative that will provide the City and County with a cost-effective, operationally sound solution.

Robust Stakeholder Engagement Approach – SRF will lead the stakeholder engagement process. Our proactive approach will ensure an open dialogue with agencies and project stakeholders throughout the study. We excel at clearly explaining project issues, technical information, and potential solutions to stakeholders with varying levels of technical understanding. By understanding the needs of the City, County, MnDOT, and the community, SRF can respond with solutions that build support for the planned improvements.

Creative Concept Development – SRF is known for developing innovative solutions for complex transportation problems. SRF has developed preliminary layouts for municipalities, counties, and MnDOT, ranging from major interchange and freeway design to simple roadways and intersections. We excel at addressing traffic and safety issues and providing solutions that complement existing land uses and local roadway systems while balancing impacts to the natural environment and other sensitive areas. SRF is highly regarded for creating designs that are constructible and can be incrementally phased as we consider operational, long-term infrastructure maintenance, and replacement needs. In addition to conducting technical analysis, we will work with the project partners to understand the impacts to the system, where traffic pattern shifts may occur, and what geometric features are ultimately needed.

The SRF team looks forward to working with the City, County, and MnDOT on this project and is available to begin work immediately. If you have any questions regarding our proposal, please contact Brian Johnson at (763) 475-0010 or bjohnson@srfconsulting.com.

Sincerely,



Brian C. Johnson, PE
Principal and Project Manager



James R. Dvorak, PE
Vice President

SRF No. P14614

www.srfconsulting.com

One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4443 | 763.475.0010 Fax: 763.475.2429

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General Information

Prime Consulting Firm

SRF Consulting Group, Inc.

Contact: Brian Johnson, PE
Principal & Project Manager
One Carlson Parkway North, Suite 150
Minneapolis, MN 55447-4443
Ph: (763) 475-0010 | bjohnson@srfconsulting.com

Geotechnical Subcontractor

SRF has a long-standing relationship with Braun Intertec, and we have partnered with them to provide geotechnical assistance. Our combined experience and collective strengths will be an asset to the City, County, and their project partners.

Braun Intertec

Contact: Matt Oman, PE
Associate Principal/Senior Engineer
1826 Buerkle Road
St. Paul, MN 55110
Ph: (651) 487-7009 | moman@braunintertec.com

Project Understanding

Project Understanding

CSAH 28/63 (Argenta Trail), a two-lane rural roadway north of TH 55, has been identified as a corridor of great significance to the local and regional transportation system. The City of Inver Grove Heights has been overseeing new commercial and residential development in the vicinity of CSAH 28/63 and TH 55 and has plans to continue expanding into this largely undeveloped area. In support of growth and development in the region, the City of Inver Grove Heights and its partners adopted the *Regional Roadway System Visioning Study* (RRSVS) in 2010. Completed by SRF, this plan includes expanding CSAH 63 to a future arterial connection between I-494 and TH 55; implementing a future interchange at I-494; and calls for a potential long-term interchange at TH 55.

Currently, the project partners are embarking on one of the first steps in this vision by realigning and upgrading a critical segment of CSAH 28/63 from south of TH 55 to south of CSAH 26 to correct alignment deficiencies, increase capacity, manage access, improve safety, accommodate pedestrians and bikes, and facilitate future growth and development. This project has been programmed by the City of Inver Grove Heights and Dakota County for construction in 2016 and will include upgrades to the intersection of TH 55 where MnDOT had previously programmed a new permanent traffic signal. The design of the CSAH 28/63 alignment at TH 55 should not preclude a potential future interchange at this location. In addition, the new extension of CSAH 28, north of TH 55 and west of TH 3, should tie into the new CSAH 63 alignment in a way that will function with the realignment as well as a potential future interchange and its ramps.

To successfully deliver this important project, SRF will foster a cooperative spirit with the project partners and stakeholders, prioritize planned improvements in a safe and efficient manner, and meet the following needs/goals:

- » Preserve the quality of life for residents of Inver Grove Heights while maintaining the viability of commercial and residential growth.
- » Account for current and future land use plans around the project area and provide a mechanism for preserving right of way while managing access and further development.
- » Develop an arterial roadway design along CSAH 28/63 that will address alignment and sight distance deficiencies; significantly improve safety and mobility; accommodate current

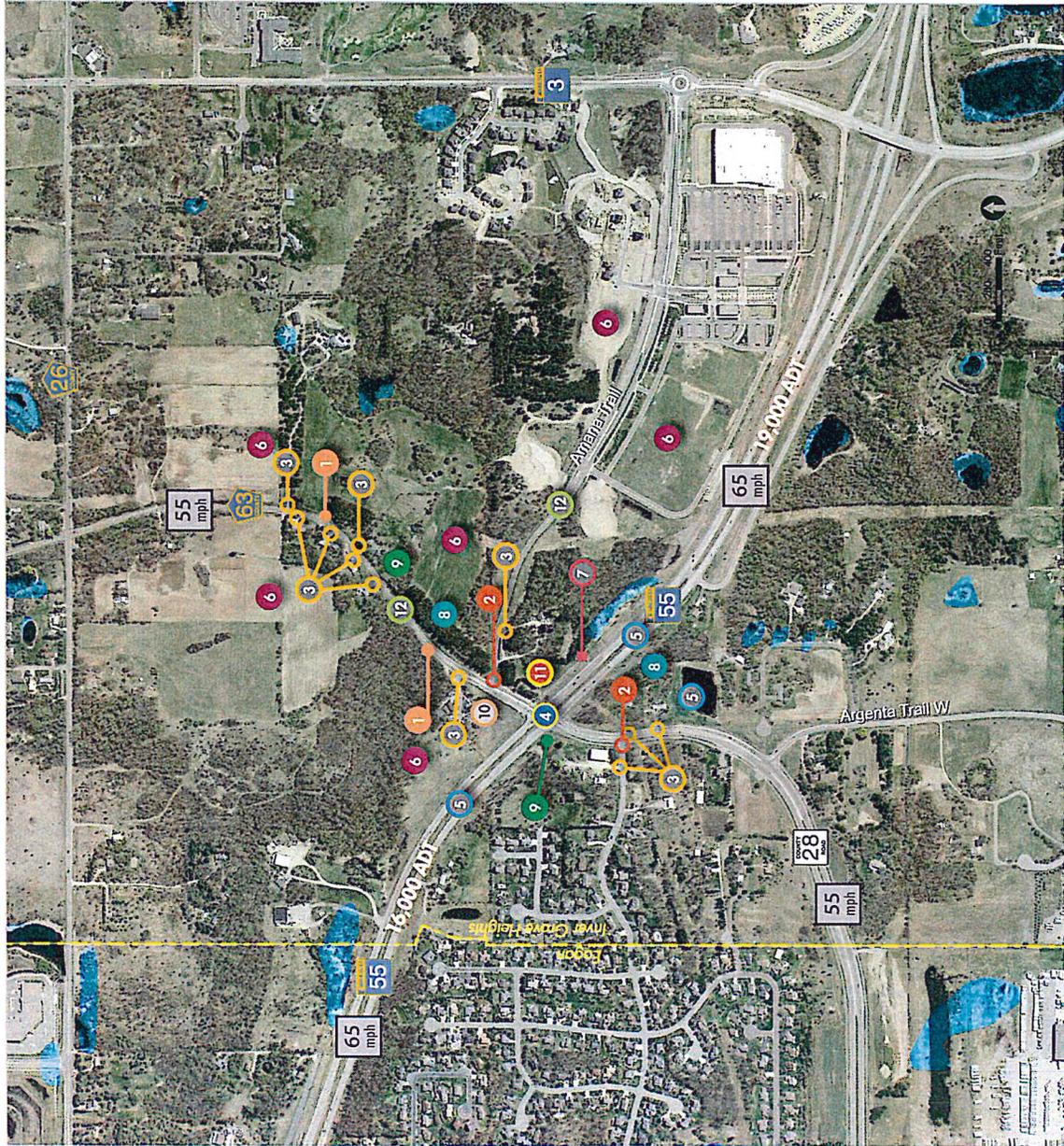


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- and future traffic demands; and consider bicycle and pedestrian safety and accommodations.
- » Develop a long-term plan for the CSAH 28/63 corridor that considers future roadway expansions and a possible future interchange at TH 55 while being mindful of adjacent transportation system elements, such as Amana Trail (future CSAH 28) and the nearby TH 55/TH 3 interchange.
- » Consider planned improvements to the TH 55 intersection, including turn lane needs and the implementation of a permanent traffic signal system.
- » Minimize impacts to private property, environmentally sensitive areas, and major utilities.
- » Consider the current and future regulatory requirements in developing a stormwater management plan for the corridor, which may include individual best management practices or participation in local or regional water quality initiatives.
- » Minimize project costs by considering how near-term designs will work with long-term needs.
- » Coordinate with other studies/plans in the project area, including the TH 55 corridor.

♦ **The map on the following page identifies potentially significant challenges that must be considered during the project development process and describes how the SRF team will respond to those challenges to deliver a successful project.**

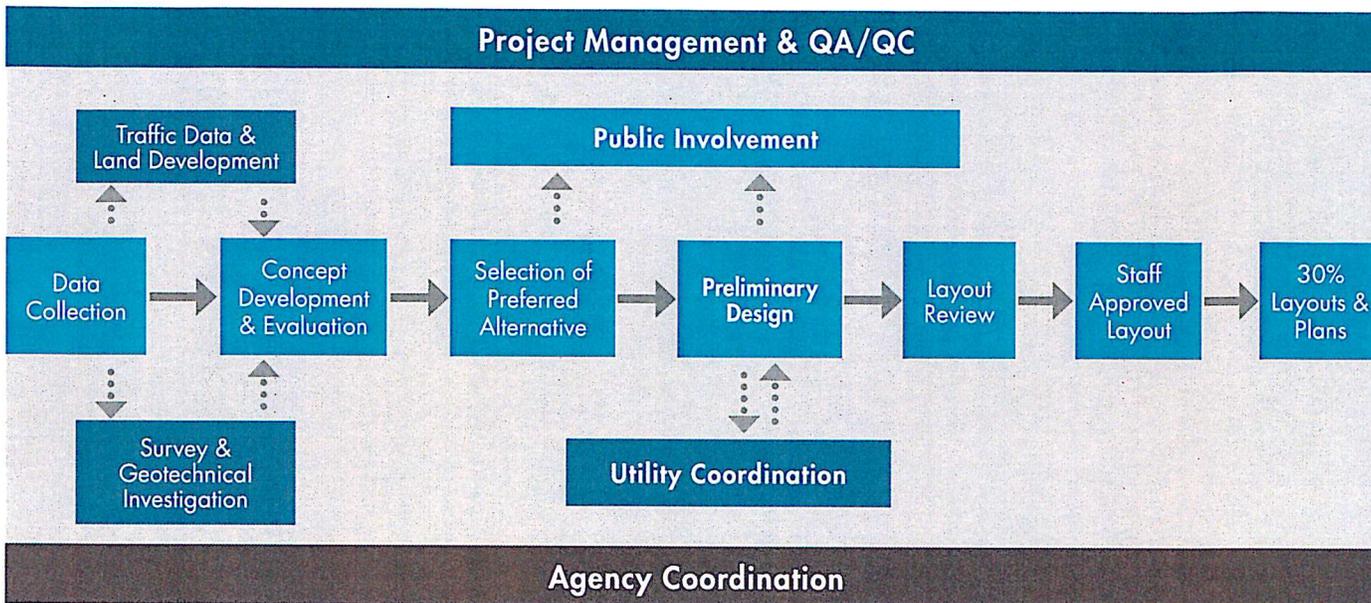
Project Challenges Map



Argenta Trail Challenges	SRF Response	Benefit to Project Partners
1 Substandard Horizontal/Vertical Curves	Work toward flattening horizontal/vertical alignments on CSAH 28 and CSAH 63 to meet State Aid standards.	SRF's knowledge of highway design and State Aid standards will help streamline the design process, resulting in improved sight lines and roadway safety.
2 Realign Public Road Connection	Explore alternatives to redesign roads that connect to Argenta Trail while considering near-term improvements and long-term plans for a potential interchange.	SRF is adept at performing effective alternatives analysis/selection and understands the benefits of applying the principles of proper access management.
3 Impacts to Private Property/Driveways	Work to minimize impacts to private properties and their driveways, which in turn will reduce project costs. Consider grade changes caused by a future interchange.	As part of the alternatives analysis process, SRF will explore ways to minimize impacts to private property both in the near and long term, while seeking creative ways to consolidate access or provide alternate access via trailings/roadside roads.
4 Maintenance of Traffic	Consider the maintenance of traffic at the heavily used TH 55/CSAH 28/CSAH 63 intersection.	Considering constructability issues and maintenance of traffic during the pre-design process will help to inform the final design and construction process.
5 Stormwater Management	Consider how stormwater will be managed through this mostly rural area while minimizing impacts to existing drainage patterns/features.	SRF has worked closely with the local watershed districts and AWDOT Water Resources Unit and has a thorough understanding of the rules, regulations, and requirements.
6 Future Development	Obtain information from IGH regarding areas of planned development and potential future development.	SRF has completed several projects where residential/commercial development is planned and understands the implications for proper access management and regional stormwater management.
7 In-Place Private Utilities	Identify and minimize impacts to in-place utilities to aid in maintaining the project schedule and controlling costs.	SRF is familiar with both Dakota County and AWDOT's guidelines for utility coordination and understands the benefits of early and frequent coordination with private utility companies.
8 Wetlands/Natural Environment	Use wetland delineation information to establish physical boundaries and stripe to avoid or minimize impacts thereof.	Should wetland impacts be unavoidable, SRF is well-versed in wetland mitigation strategies and coordinating with appropriate regulatory agencies as such.
9 Bikes/Trails/Walks	Incorporate pedestrian and bike accommodations into the design to improve safety and connectivity.	SRF understands the importance of multimodal accommodations that meet ADA and PROWAG requirements.
10 Soil Conditions	Perform geotechnical survey and consider the need for a contingency plan should potential soil contamination become an issue.	SRF/Brian have worked on several projects where soil contamination was a concern and has developed appropriate contingency plans and specifications respectively that meet the requirements of the AFPCA.
11 Potential Future Interchange	Analyze alternatives that do not preclude a potential future interchange at TH 55/CSAH 28/CSAH 63.	SRF's knowledge of interchange design and creative problem solving will aid in identifying viable interchange alternatives that will meet future traffic demands while minimizing the amount of impacts to private property, utilities, and minimize near- and long-term costs.
12 Potential Future Roadway Expansion	Analyze alternatives that do not preclude a potential future six-lane section on CSAH 28/CSAH 63 and associated drainage and ROW requirements.	SRF's alternatives will take into account near-term and long-term needs along the corridor so the project partners can preserve ROW as needed.

Project Approach & Work Plan

SRF's Project Approach Process



Project Approach and Work Plan

Selecting a recommended alternative for CSAH 28/63, as well as a conceptual interchange design at TH 55, will require an astute assessment of area transportation needs, creative approaches to balancing transportation function with community needs, and supportive buy-in from a wide range of stakeholders including the City of Inver Grove Heights, Dakota County, MnDOT, Metropolitan Council, Lower Mississippi River Watershed Management Organization, Eagan-Inver Grove Heights Watershed Management Organization, business owners and residents, and the broader community. The SRF team will accomplish this through respectful public involvement, thorough analysis of transportation issues, insightful assessment of environmental concerns, and creative design approaches. We are experienced in working through complex operational issues in multijurisdictional settings while balancing needs and cost considerations at the state, county, and local levels.

On the following pages, we present a brief description of our proposed project approach and work plan for the CSAH 28/63 (Argenta Trail) project. For more detailed information, please refer to our Work Plan located in the Appendix.

Project Management

Effective project management and coordination are the cornerstones for successful project delivery. Our approach provides dedicated, decisive, and inclusive project management and coordination activities for the project. This includes managing the consultant team and extends to assisting the project partners in directing the overall project and coordination with stakeholders.

The SRF team is committed to delivering the CSAH 28/63 project to the City of Inver Grove Heights, Dakota County, and their partners. To demonstrate our commitment, we have assigned **Brian Johnson, PE**, as our Project Manager. Brian has worked extensively with counties, cities, and townships on several similar high-profile projects, bringing this expertise to CSAH 28/63 (Argenta Trail). Brian will be responsible for ensuring project progress and documentation, budget and schedule management, and quality control. In addition, Brian brings a wealth of similar project experience through his recent efforts on the Broadway Avenue Mega Project in Forest Lake and the CSAH 23/TH 97 Preliminary Design in Columbus. For both of these projects, Brian demonstrated that he is an outstanding project manager with exceptional coordination and communication skills.

Brian will affirm that the project management goals are achieved on the CSAH 28/63 (Argenta Trail) project by implementing the following measures at regular intervals throughout the project.

At project initiation:

- » Develop a project manual that defines project tasks, deliverables, and quality management protocol.
- » Develop a baseline project schedule with key deliverables.
- » Identify roles and responsibilities.
- » Establish project communications protocol.

Throughout the project:

- » Conduct project management conference calls with the City of Inver Grove Heights and Dakota County project manager, reviewing recent accomplishments, status of the schedule and budget, issues, and planning for upcoming tasks or events.
- » Coordinate with various MnDOT offices and other agencies as necessary to complete the project.
- » Report project progress each month to compare actual progress against the budget expended for each task. If budget expended exceeds the actual program, a cost-to-complete is developed to see if task completion can be accomplished within the original budget. This look ahead provides an early opportunity to develop a plan to bring the task back into budget.
- » Perform project reviews at key milestones to review project objectives, schedule, budget, and the project manual to ensure that project direction is aligned to current expectations.

Public & Agency Involvement

The City of Inver Grove Heights and Dakota County have determined that a sound public and agency involvement strategy is needed to accomplish their goals and ensure the success of the CSAH 28/63 (Argenta Trail) project. As the project moves forward, a unique strategy will be needed to assess stakeholder positions, inform the alternatives development and evaluation process, and facilitate acceptance and approvals for the project.

The SRF team has extensive experience developing a strong communication link with key project stakeholders and providing technical information in a clear and understandable format. We recently demonstrated our ability by helping

Washington County navigate a politically challenging project, the Broadway Avenue Mega Project. Through perseverance and dedication, the project team gained public and business support and ultimately municipal consent.



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For the CSAH 28/63 (Argenta Trail) project, we have assigned **Brian Johnson, PE**, and **Becky Krugerud, PE**, as our public and agency involvement leads. They have both played key roles in public involvement on several similar projects. Brian and Becky's public involvement and communication skills complement each other well, which aids in the clear articulation of project goals and objectives. Brian and Becky will listen to and address the input and concerns of project stakeholders.

For CSAH 28/63 (Argenta Trail), we have outlined a preliminary public involvement plan that identifies goals and strategies for the public involvement process, organizes key stakeholders with clear roles and functions, and outlines public involvement activities for each phase of the project. Our goal is to achieve broad consensus on a technically sound and feasible solution that will address CSAH 28/63 (Argenta Trail) transportation needs, both now and in the future, by:

- » Creating ownership by involving affected groups early in the study process.
- » Clearly articulating and communicating the project purpose and need to achieve broad agreement that there are issues that need to be addressed.
- » Leveraging several forms of communication tools such as newsletters and websites while considering how social media can be used to further communicate project information.

- » Listening respectfully to concerns and keeping an open mind when exploring new and different ways of solving a problem.
- » Conducting an evaluation of alternatives with equity that includes an assessment of potential impacts and benefits.
- » Understanding and articulating alternatives and the rationale for recommendations with project stakeholders.
- » Making timely decisions in order to gain public acceptance, trust, and support.

As one of the earliest steps in this process, SRF will confirm and enhance this public involvement outline with the input from the City of Inver Grove Heights and Dakota County to refine the overall framework of the study process and identify preferred communication platforms.

During the project, Brian and Becky will continually revisit the public involvement plan and strategy and coordinate with the City and County's project manager at each stage to ensure a successful outcome. Our team will also coordinate with other state, regional, and local agencies and private utility companies as needed to keep the project moving forward.

Data Collection

The SRF team will collect data relevant to the project area including traffic volumes and crash data from Dakota County and MnDOT and the latest comprehensive plans from the City of Inver Grove Heights. Prior to the development and evaluation of roadway alternatives, the SRF team will perform an inventory of current roadway sections/ditches in an effort to understand existing conditions and to aid in identifying geometric or capacity deficiencies as well as safety issues in the project area.

SRF will gather existing public and private utility information including the location of private wells and septic systems, as-built plans for roadways in the study area, and right of way and/or plat information. It will be prudent to understand planned public utility extensions and potential conversions to city sewer and water from existing septic systems and wells.

Our partners at Braun Intertec will perform a preliminary geotechnical exploration and evaluation that will be used to inform the design process.

Development of Conceptual Alternatives

SRF will develop conceptual layouts for the CSAH 28/63 corridor that will address safety, capacity and operational issues, access considerations, proposed residential/commercial developments, and improvements to pedestrian and bicycle accommodations. We will also develop viable interchange alternative sketches that will be used to identify types of future interchange that will function at the intersection of CSAH 28/63 and TH 55 while considering the close proximity of the TH 3/TH 5 interchange. These concepts will be based on the results of SRF's existing and future condition traffic analysis for the project.

Narrowing down conceptual alternatives to a recommended alternative that achieves consensus among the project management team (PMT) as well as project stakeholders is challenging. The SRF team has demonstrated on numerous projects that we know how to navigate this process in a timely fashion. One of the key elements to achieving success is to identify a clear set of project goals against which the PMT can evaluate alternatives. Another is to ensure stakeholders understand the need for the project and that their input has been thoughtfully considered and fully addressed. To achieve project success, the final result may be a hybrid of the recommended alternative.

An evaluation matrix will be developed for comparing alternatives and potential timing or phasing of the ultimate system plan in relation to the CSAH 28/63 corridor improvements. Evaluation criteria could include safety considerations, traffic operations, access considerations, pedestrian and bicycle accommodations, right of way implications, utility impacts, and estimated costs.

The recommended alternative will be informed by future land uses and the responsible access configurations that would be needed for them. However, the design may also need to serve the existing land use that may remain in place for some time. This may require some of the components of the ultimate design not to be developed until these land use changes occur.

Other factors include traffic volume increase and travel pattern changes. The ultimate design concept that is developed will be based on year 2030 traffic projections. The need for certain elements of the ultimate design concept may not be realized until full traffic projections are achieved. Phasing the elements over time can minimize overbuilding of the system.

The last group of factors includes overall resources and synergies with other projects. Postponing some elements of the design can minimize the initial project costs and impacts. When appropriate phasing is used, some of the remaining design elements can be added in conjunction with other projects or maintenance activities.

Preliminary Hydraulics Evaluation

Our team understands that coordinating the drainage and water resources design with agencies will be critical to project success. We will assemble a regulatory matrix summarizing the State, City, and watershed requirements that must be followed and meet with agencies early in the project to confirm these standards. During analysis of the roadway alternatives, we will develop stormwater treatment concepts, which balance impacts to the environment and right of way needs. We will meet the agencies to gain concurrence prior to further development of the preliminary design. Ongoing coordination throughout the design process will help avoid rework, which may impact the project schedule. We understand that our design must meet the visions and goals of the Northwest Area Stormwater Manual and will use this as a basis for our stormwater management approach.

Geometric Layout (30% Design)

SRF has been involved in many important corridor and interchange design decisions across the Midwest. We have developed and refined an alternative selection and evaluation process that considers a wide range of alternatives and impacts and provides our clients with unique insights into important safety, capacity, operations, cost, and benefit data for decision-making. More importantly, this experience has also created the need and opportunity to develop new and innovative design schemes.

SRF has significant experience developing preliminary geometric layouts for public participation and municipal consent. The design will meet applicable MnDOT, State Aid, Dakota County, and Inver Grove Heights standards. Layout preparation will be performed in AutoCAD and include developing preliminary construction limits, allowing the determination of environmental and utility impacts, access modifications, and right of way needs.

Layout preparation will also include horizontal alignments, profiles, geometrics, preliminary drainage design, typical sections, cross-sections, and preliminary construction limits. Our approach will also include preparation of a prelim-



SRF is known for developing innovative solutions for our transportation projects

inary construction staging scheme at critical locations, as the need for temporary construction to maintain traffic may create additional impacts along the corridor.

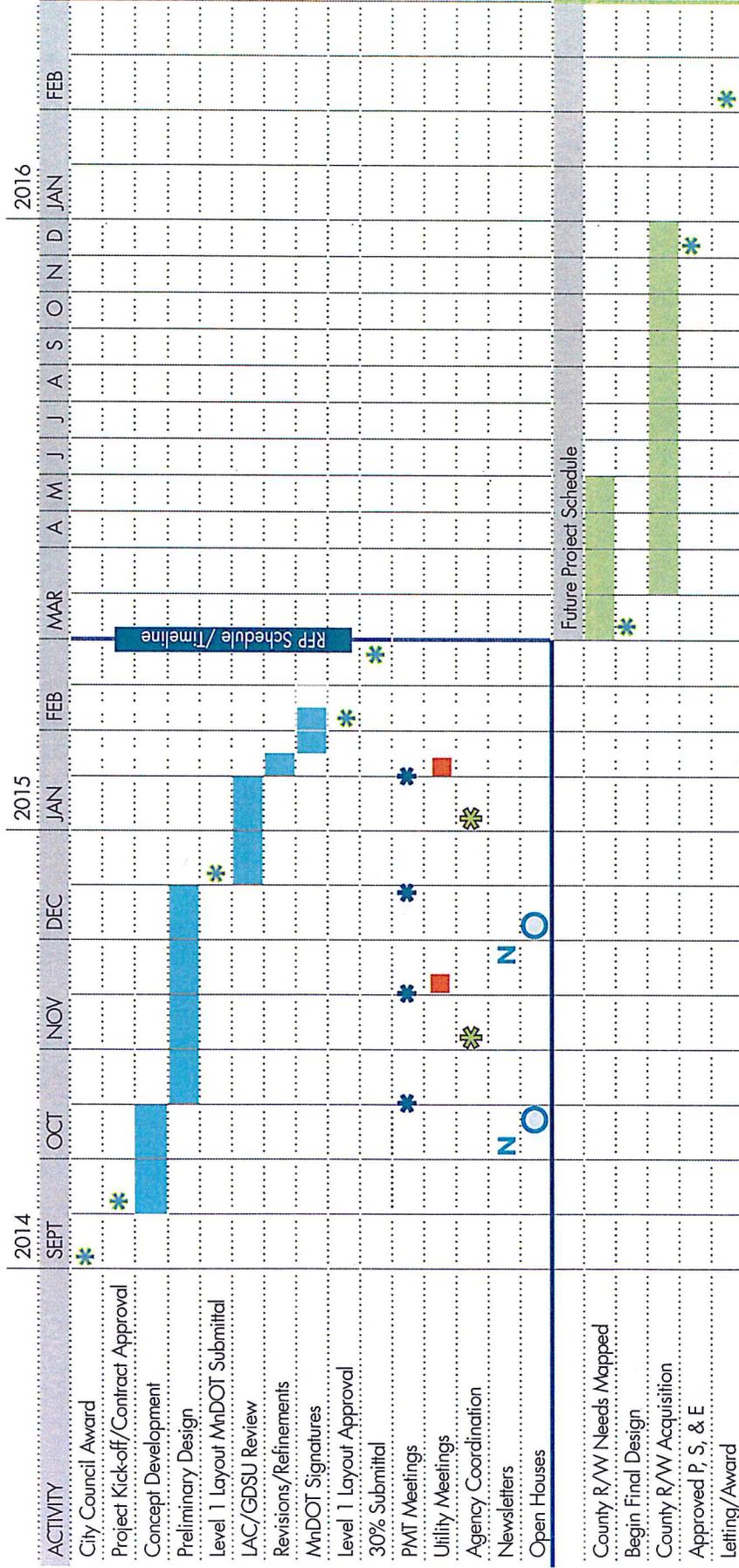
As part of the layout preparation process, a preliminary construction cost estimate, with agency cost participation splits, will be prepared.

Optional Tasks

SRF can assist the project partners with additional services of many types; we offer a full spectrum of expertise required for nearly any transportation project. Please see our Work Plan in the appendix for additional tasks that may benefit this project.

Schedule

The following bar chart shows the project schedule for planned meetings, milestones, deliverable due dates, and other major work tasks. The schedule identifies the critical deliverables required from the contractor and agencies to move to next milestone. The schedule also identifies the contractor's resource milestones.



Deliverables

Deliverables

In the following section, we identify and describe the deliverables to be provided. Please refer to the Project Approach and Work Plan section for our specific methodology for development and coordination.

1.0 Project Management

- » Monitor progress and manage contractor staff and subconsultants
- » Provide progress and status update reports submitted monthly
- » Provide look-ahead project schedule showing a four-week window
- » Submit invoices monthly
- » Schedule and attend PMT meetings (coordinated with the City and County's project managers)
- » Provide agendas and meeting minutes for every meeting, unless noted otherwise
- » Provide timely copies of critical correspondences and project issue data
- » Provide draft newsletters, meeting drawings, and graphics
- » Provide timely inputs regarding issues that must be resolved regarding the design on an as-needed basis
- » Coordinate activities with all stakeholders via phone, e-mail, and written correspondence
- » Provide a project-specific Quality Management Plan

2.0 Public and Agency Involvement

- » Provide meeting agendas, materials, and meeting minutes
- » Provide two draft newsletters and updates for website
- » Participate in and provide open house materials

3.0 Analyze Data Compilation, Surveys, and Mapping

- » Updated base mapping and existing condition drawings
- » Drainage profiles, hydraulic cross-section, culverts, inlet and outlet flow lines, pipe types, size, and existing storm sewer capacity

4.0 Geotechnical Investigation

- » Materials design recommendations
- » Pavement design
- » Pavement cores, soil borings, and logs

5.0 Traffic Analysis

- » Technical Memo documenting the analysis (data collection, crash data, 2030 traffic volumes, field observations, alternatives, and concept plan of recommended alternative)

6.0 Concept Development

- » Three alternative concepts sketches of roadway alignments
- » One recommended alternative drawing
- » Cost estimate of recommended alternative

7.0 Utility Coordination

- » Utility log with contact information for all companies in the project area
- » In-place utility base file in AutoCAD

8.0 Drainage Design

- » Overview map of project water resources engineering issues
- » Model of existing stormwater management system
- » Layout of proposed drainage system
- » Preliminary cost estimate and cost splits
- » Pond grading plan
- » Detention pond design
- » Drainage memorandum documenting analysis
- » Drainage area maps
- » Drainage computations
- » Stand-alone water resources technical report

9.0 Design Memorandum

- » Design memorandum

10.0 - 30% Preliminary Plan Preparation

- » Five sets of preliminary layouts and the AutoCAD files for review by the City and Dakota County
- » Alignment tabulations
- » Cross-section plan sheets
- » Planning-level cost estimate

Agency Participation

Agency Participation

The following section identifies the level of City, County, and State participation in the project as well as any other services to be provided by the City, County, and State.

Dakota County Responsibilities

- » Provide project oversight and direction, including timely reviews and approvals
- » Attend key project meetings
- » Provide public participation mailing lists and envelopes
- » Publicize the open houses, mail newsletters, and arrange a location
- » Implement and maintain a project website
- » Provide a copy of the preliminary digital planimetrics of the project for preliminary geometric layouts and establishment of consultant survey limits and digital terrain model, in County coordinates
- » Provide a GIS data set including:
 - Planimetric mapping
 - Elevation/topographic data (1ft. LIDAR)
 - Property information
 - Contaminated sites inventory
 - Aerial photography (2011)
- » The existing right of way will be provided by Dakota County. The consultant shall not be responsible for checking the right of way against the record legal descriptions and plats.
- » Dakota County staff will be responsible for securing right of way and/or temporary and permanent easements for the adopted alignments.
- » Traffic control for soil borings within the existing roadways
- » Existing and Year 2030 daily traffic volumes
- » Intersection crash diagrams (2011 to 2013)
- » Comprehensive plans and information regarding other relevant projects/studies

City of Inver Grove Heights Responsibilities

- » Provide project oversight and direction, including timely reviews and approvals
- » Attend key project meetings
- » Coordinate the property owner meetings including developing agendas and providing meeting minutes to SRF
- » Provide as-built drawings of any City infrastructure in the study area, including storm sewer, sanitary sewer, and watermain
- » Provide any proposed future development information in the study area
- » Provide information regarding private septic systems or wells and plans for water/sewer extensions in the area
- » Provide comprehensive plans and information regarding other relevant projects/studies

Minnesota Department of Transportation (MnDOT)

- » Provide crash data
- » Provide TH 55 record drawings, including temporary traffic signal
- » Provide future plans along TH 55

Qualifications & Experience

SRF Consulting Group, Inc.

SRF is known for developing innovative solutions for complex transportation problems. We have developed preliminary layouts for municipalities, counties, and MnDOT that range from major interchange and freeway design to simple roadways and intersections. We excel at addressing traffic and safety issues and providing solutions that complement existing land uses and local roadway systems while balancing impacts to the natural environment and other sensitive areas.

Our services relevant to this project include:

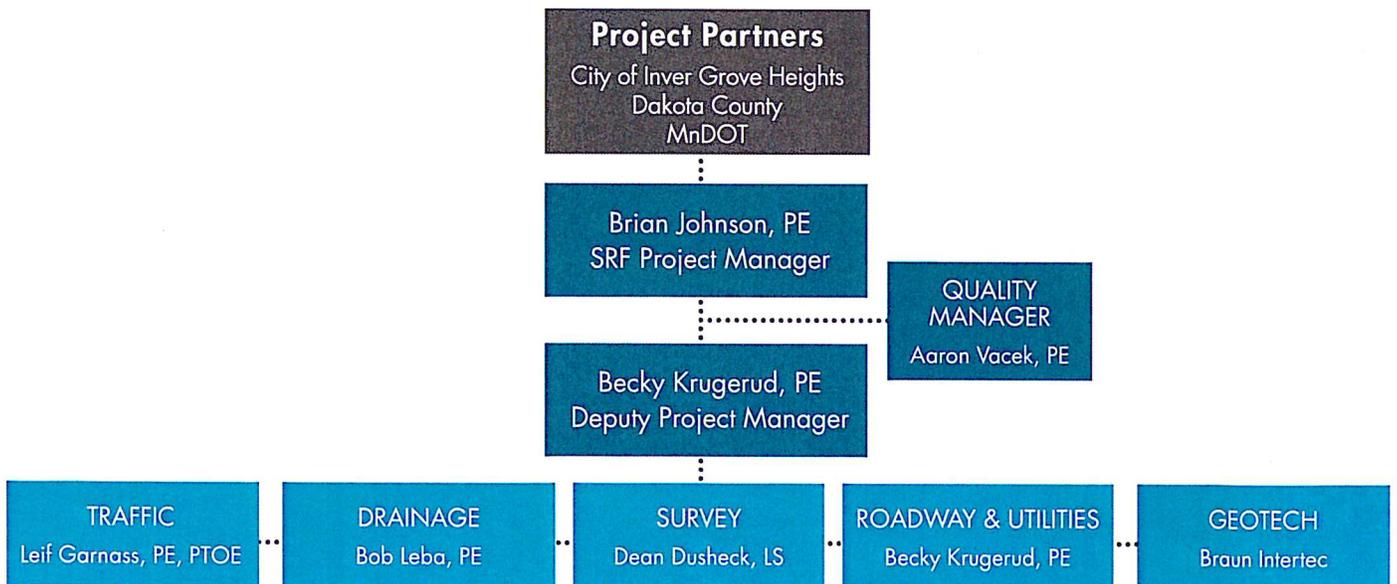
- » Data collection
- » Traffic operations analysis
- » Conceptual alternative development
- » Preliminary roadway engineering
- » Water resources planning and engineering
- » Public and agency involvement

Braun Intertec

For more than 50 years Braun Intertec has provided full-service geotechnical, environmental, and testing solutions in the private and public sectors. Their interdisciplinary approach is based on creative problem solving, proactive planning, and comprehensive support from Braun Intertec experts. They will provide this project a mix of services to meet project needs in the most cost-effective, efficient, and timely manner.

Braun's services include:

- » Geotechnical engineering
- » Drilling
- » Environmental consulting



Key Personnel

A Proven Project Team

SRF understands the importance of providing sound technical solutions, clear management strategies, staff capacity, and a commitment to quality. We have assembled a proven project team to deliver the CSAH 28/CSAH 63 preliminary design project. The SRF team has successfully completed numerous comparable projects for agencies throughout the state.

Together with Braun Intertec, we have a history of working on projects requiring a high level of attention to detail, stakeholder coordination, and responsiveness to issues.

Below, we have included a team matrix that outlines our current project commitments and availability. Brief resumes for each of our key team members are presented on the following pages.

Key Team Member	Current Projects (Workload) Expected Completion % of Time Allocated to Project	% of Time Available for This Project
Brian Johnson	Manning Avenue Pre-Design (October 2014) 15% of Time Allocated to Project Penn Avenue Pre-Design (January 2015) 15% of Time Allocated to Project CSAH 23/TH 97 Pre-Design (February 2015) 10% of Time Allocated to Project	60%
Becky Krugerud	Manning Avenue Pre-Design (October 2014) 15% of Time Allocated to Project TH 5/CSAH 17 Final Design (October 2014) 10% of Time Allocated to Project Shady Oak Road Construction (November 2014) 5% of Time Allocated to Project	70%
Leif Garnass	Manning Avenue Pre-Design (October 2014) 15% of Time Allocated to Project STH 54 at CTH U J-Turn Study (August 2016) 10% of Time Allocated to Project I-35W at Cleveland Avenue Interchange (November 2014) 15% of Time Allocated to Project	60%
Bob Leba	I-35W Managed Lanes - EA/Pre-Design (March 2016) 10% of Time Allocated to Project TH 63/CSAH 16 Interchange - Final Design (June 2015) 20% of Time Allocated to Project	70%

Brian Johnson, PE | Principal & Project Manager



Brian's 20 years of experience includes a broad range of municipal engineering projects. He has a reputation for successfully managing complex multidisciplinary projects that include the design and construction of roadways, roundabouts, public utilities, streetscaping, planning, traffic signals, bridges, retaining walls, and stormwater management systems. Furthermore, Brian specializes in efforts that require intensive stakeholder and public involvement. Using a calm, approachable style, Brian actively listens to project stakeholders and respectfully addresses their questions and concerns.

Project Role: Brian will be responsible for managing the SRF team and ensuring project milestones are met. He will also be the main point of contact for SRF and the lead representative for the public involvement process.

Recent Experience

- » Broadway Avenue (CSAH 2) Preliminary and Final Design, Forest Lake, Minnesota
- » CSAH 23/TH 97 Traffic Forecasting and Preliminary Design, Anoka County, Minnesota
- » CSAH 12 Preliminary Design and Environmental Documentation, Blue Earth County, Minnesota

Education

B.S.C.E., University of Minnesota, 1994

Becky Krugerud, PE | Deputy Project Manager and Roadway & Utilities



Becky has 14 years of experience designing highway and municipal projects. Her engineering experience includes managing multidisciplinary local, state, and federally funded projects; overseeing the development of preliminary design, final design plans, specifications, contract documents, permits, and construction administration; and coordinating with public and private agencies and utility companies. She is skilled in the design of profiles, alignments, staging and traffic control, estimates, and cross sections and excels at defining and solving complex engineering challenges. Becky also specializes in state and federal aid projects involving construction issues and multiagency coordination.

Project Role: Becky will coordinate design activities and be the primary SRF liaison to various MnDOT functional groups. She will also assist with the public involvement process.

Recent Experience

- » Broadway Avenue (CSAH 2) Preliminary and Final Design, Forest Lake, Minnesota
- » TH 212/CSAH 61 Phase II Preliminary and Final Design, Eden Prairie, Minnesota
- » CSAH 23/97 Interchange Alternative, Columbus, Minnesota

Education

B.S.C.E., North Dakota State University, 2000

Leif Garnass, PE, PTOE | Traffic



Leif has 10 years of experience in traffic and transportation engineering. His responsibilities include leading intersection, corridor, roundabout, and freeway alternatives analysis and studies. He also has experience in traffic signal, signing/pavement marking, and temporary traffic control/detour layout design; signal warrant analysis; the preparation of signal justification reports and intersection control evaluations; and the preparation of plans, specifications and cost estimates for traffic signal systems, signing/pavement marking projects, and temporary traffic control projects.

Project Role: Leif will provide traffic operations and safety analysis, access management strategies, and assist the team with conceptual designs.

Recent Experience

- » TH 212/CSAH 61 Phase II Preliminary and Final Design, Eden Prairie, Minnesota
- » CSAH 2 (Broadway Avenue) Reconstruction, Forest Lake, Minnesota
- » CSAH 23/97 Interchange Alternative, Columbus, Minnesota

Education

B.S.C.E., Iowa State University, 2004

Aaron Vacek, PE | Quality Management



Aaron has been involved in developing preliminary and final roadway designs in Minnesota for the past 14 years. His extensive experience also includes managing and designing trunk highways and interchanges. Aaron has performed many quality checks on MnDOT plans and layouts before they are released to the client. He uses the MnDOT checklists and manuals to verify the work is done correctly and that no requirements are missing. Aaron understands what is needed to achieve quality products and as Quality Manager he will ensure only quality products are delivered.

Project Role: Aaron will provide an independent review of SRF deliverables to ensure that deliverables meet SRF's quality standards.

Recent Experience

- » Shady Oak Road/TH 212 Preliminary and Final Design, Eden Prairie, Minnesota
- » I-494/TH 169 Interchange Preliminary Design, Bloomington, Minnesota
- » TH 169/CR 69 Interchange Final Plan Review, Scott County, Minnesota

Education

B.S.C.E., North Dakota State University, 2000

Bob Leba, PE | Drainage



Bob has 17 years of experience in highway engineering, with expertise in drainage design for complex highway and interchange projects. His expertise includes the design of storm sewer systems, retention ponds, and open channels as well as hydraulic/hydrologic modeling and implementing best management practices for rural and urban highway projects.

Project Role: Bob will lead the stormwater management aspect of the project, summarize watershed rules and regulations, and identify permit needs and requirements.

Recent Experience

- » TH 212/CSAH 61 Phase II Preliminary and Final Design, Eden Prairie, Minnesota
- » TH 169 Preliminary Drainage Design, Drainage Designer, Bloomington and Eden Prairie, Minnesota
- » CSAH 17 and CSAH 42 Interchange Final Drainage Design, Scott County, Minnesota

Education

B.S.C.E., Iowa State University, 1997

Dean Dusheck, LS | Survey



Dean has more than 30 years of experience as a professional land surveyor and supervises SRF's survey operations. Respected as a detail-oriented land surveyor and efficient supervisor, he is involved in all SRF projects where design surveys and/or land surveys are required. Dean's involvement extends beyond surveys prepared by SRF and includes quality control reviews.

Project Role: Dean will oversee the SRF topography survey and download/process survey data.

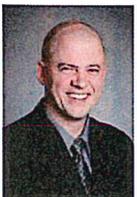
Recent Experience

- » MnDOT TH 610 Design-Build Topographic Surveys
- » CSAH 81 Reconstruction Boundary and Legal Surveys, Hennepin County, Minnesota

Education

B.S.C.E., Iowa State University, 1979

Matthew Oman, PE | Geotechnical (Braun Intertec)



As a Senior Engineer, Matt is responsible for setting up project work scopes and consulting on all types of transportation geotechnical and pavement engineering projects. Matt is also in charge of our Pavement Consulting Group and acts as our point of contact for all pavement evaluation, design, and research inquiries.

Project Role: Matt will be the main point of contact for Braun Intertec and will oversee the geotechnical exploration.

Recent Experience

- » TH 60 Mountain Lake to Windom Drilling and Engineering
- » Washington County CSAH 21 Reconstruction and Drainage Improvements, City of Afton

Education

M.S., Civil Engineering, University of Minnesota; B.S.C.E., University of Minnesota

Neil Lund, PE | Geotechnical (Braun Intertec)



Neil is responsible for pavement and geotechnical evaluations, consultation on pavement-related issues and pavement testing coordination. His experience spans all aspects of pavement construction, including geotechnical evaluations and pavement design for new construction per MnDOT and other standards; and performing network- and project-level evaluations of roadways and parking lots for both public- and private-sector clients.

Project Role: Neil will assist Matt with evaluation of soil conditions and preparation of the recommendations report.

Recent Experience

- » Turn Lane Construction, Argenta Hills 2nd Addition, Inver Grove Heights, Minnesota
- » Rochester Boulevard (CSAH 86) and TH 52 Interchange, Randolph and Hampton Townships, Minnesota

Education

B.S.C.E., University of Minnesota



Detailed Work Plan

Major Tasks	Sub Tasks	Assumptions	Agency Participation	Deliverables	Deliverable Due Dates	Value-Added Tasks
Project Management	<ul style="list-style-type: none"> » Coordinate project development and guide process » Maintain project schedule and budget » Submit monthly progress reports and invoices » Coordinate with agencies, utilities, and property owners » Schedule, prepare agendas and materials, attend meetings, and provide meeting minutes » Provide project-specific QMP 	<ul style="list-style-type: none"> » Project schedule is six months in duration from notice to proceed 	<ul style="list-style-type: none"> » Inver Grove Heights and Dakota County to review and comment on all project deliverables and actively participate in project meetings and required activities 	<ul style="list-style-type: none"> » Invoices and progress reports » Meeting agendas, materials, and summaries » Monthly project schedule » Copies of all correspondence » QMP 	<ul style="list-style-type: none"> » QMP will be delivered five days after Notice To Proceed 	
Public and Agency Involvement	<ul style="list-style-type: none"> » Schedule and facilitate PMT meetings » Provide draft newsletters » Participate in public open house meetings » Schedule and facilitate permitting agency meetings » Attend property owner meetings » Schedule and facilitate utility coordination meetings 	<ul style="list-style-type: none"> » 4 PMT meetings » 2 newsletters » 2 public open house meetings » 2 permitting agency meetings » 5 small group property owner meetings » 2 utility coordination meetings 	<ul style="list-style-type: none"> » Inver Grove Heights and Dakota County will attend public meetings » Inver Grove Heights and Dakota County will create updates for the County's website » Public participation mailing lists and envelopes » Newsletters to be printed and distributed by the County » Dakota County to publicize the open house, mail newsletters, and arrange a location » City to coordinate the property owner meetings, develop an agenda, and provide meeting minutes to SRF 	<ul style="list-style-type: none"> » Meeting agendas, materials, and summaries » 2 newsletters » Open house graphics 		<ul style="list-style-type: none"> » Additional small group property owner meetings

Major Tasks	Sub Tasks	Assumptions	Agency Participation	Deliverables	Deliverable Due Dates	Value-Added Tasks
<p>Analyze Data Compilation, Surveys and Mapping</p>	<ul style="list-style-type: none"> » Determine data deficiencies and needs » Supplemental field surveys » Identify and review in-place drainage patterns » Hydraulic surveys » Preliminary utility investigation 	<ul style="list-style-type: none"> » Survey will tie to Dakota County Coordinate System, NAD 83(1996) adjustment » Stormwater management plan will follow the City's design standards » Follow Dakota County's utility coordination process » All survey work will occur within the same timeline » SRF will verify third party survey datum's 	<ul style="list-style-type: none"> » Preliminary digital planimetrics of the project » GIS data set with 1 ft. LIDAR, property information and contaminated sites inventory 	<ul style="list-style-type: none"> » Updated base mapping and existing condition drawings » Drainage profiles, hydraulic cross-section, culverts, inlet and outlet flow lines, pipe types, size, and existing storm sewer capacity 		
<p>Geotechnical Investigation</p>	<ul style="list-style-type: none"> » Pavement typical section design » Soil borings » Materials Design Recommendation (MDR) Letter 	<ul style="list-style-type: none"> » 18 pavement cores » 18 solid stem auger borings » Boring log data will also be provided in the "MnDOT Soils Database" (MS Access) format for delivery to MnDOT » Final reports will be delivered electronically 	<ul style="list-style-type: none"> » Review of pavement design and MDR recommendations » Traffic control for borings within the existing roadways 	<ul style="list-style-type: none"> » Pavement design recommendations » Boring logs and CAD sketch of locations with corresponding boring numbers identified » Subgrade R-value results » Material design recommendation (MDR) letter addressing the CSAH 28 and 63 intersection and associated turn lanes along TH 55 	<ul style="list-style-type: none"> » Materials design recommendations will be provided mid-November, 2014 » Pavement design recommendations will be provided mid to late November, 2014 	<ul style="list-style-type: none"> » Additional pavement cores » Additional soil borings

Major Tasks	Sub Tasks	Assumptions	Agency Participation	Deliverables	Deliverable Due Dates	Value-Added Tasks
Traffic Analysis	<ul style="list-style-type: none"> » Assess the intersection to achieve optimal operation » The 2014 13-hour turning movement count data for the TH 55/CSAH 63 intersection » Assess current (2014) and future traffic conditions (2030) for the morning, noon, and evening peak hours using evaluation tool as most appropriate » Evaluate and recommend geometric upgrades, present viable alternatives as applicable 	<ul style="list-style-type: none"> » The traffic analysis task pertains mainly to the TH 55/CSAH 63 intersection » ICE document is not required 	<ul style="list-style-type: none"> » Existing and Year 2030 Daily Traffic Volumes » Intersection crash diagrams (2011 to 2013) 	<ul style="list-style-type: none"> » Technical memo documenting the analysis (data collection, crash data, 2030 traffic volumes, field observations, alternatives and concept plan of preferred alternative) 	<ul style="list-style-type: none"> » Technical memo will be provided mid-October, 2014 	
Concept Development	<ul style="list-style-type: none"> » Identify impacts with each concept to perform impact analysis » Draw preferred alternative in CAD » Planning-level cost estimate of preferred alternative 	<ul style="list-style-type: none"> » 3 hand-drawn alternatives » Concepts will be evaluated at a high level to select a preferred alternative 	<ul style="list-style-type: none"> » Provide future development information » Select a preferred alternative 	<ul style="list-style-type: none"> » 3 interchange concepts » Preferred alternative identifying impacts to preserve right of way » Cost estimate of preferred alternative 	<ul style="list-style-type: none"> » Concepts will be presented at the October PMT meeting 	<ul style="list-style-type: none"> » Additional hand sketched concepts
Utility Coordination	<ul style="list-style-type: none"> » Preliminary utility identification (Gopher State One Call) » Define ownership of each utility and determine if they are potentially affected » Field locates of all potentially affected utility companies for both underground and overhead » Coordinate relocations and adjustments of public and private utilities 	<ul style="list-style-type: none"> » Follow Dakota County's utility coordination process » GSOC will include potential future interchange area, identification of relocations will be for the intersection work only 	<ul style="list-style-type: none"> » As-built drawings of any City infrastructure in the area » Right of way easements in AutoCAD » Review utility locates prior to field work 	<ul style="list-style-type: none"> » Utility log with contact information for all companies in the area » In-place utility base file in AutoCAD 		

Major Tasks	Sub Tasks	Assumptions	Agency Participation	Deliverables	Deliverable Due Dates	Value-Added Tasks
Drainage Design	<ul style="list-style-type: none"> » Compile a stand-alone water resources technical report » Coordinate with the City of Inver Grove Heights, LMRWMO, and E-IGHWMO » Overview map of project and water resources engineering issues » Model of existing stormwater management system » Identify proposed ditch locations » Layout of proposed drainage system » Pond/BMP design including modeling and volume calculations » Drainage area maps » Drainage computations - water quality treatment summary, trunkline sizing, and pond/bmp design output » Evaluate the existing storm sewer capacity 	<ul style="list-style-type: none"> » The proposed stormwater management system will be designed to meet the requirements of the agencies, as listed in the cost proposal » 3 BMPs will be needed to meet the project stormwater requirements » Water quality computations will not be required » The project is not located within a DWSMA or WPA » Hydrocad will be used to perform pond routing and design 	<ul style="list-style-type: none"> » Record plans of existing storm sewer features that drain to the project corridor » Existing drainage area boundaries and modeling, as available 	<ul style="list-style-type: none"> » Overview map of project and water resources engineering issues » Model of existing stormwater management system » Layout of proposed drainage system » Preliminary cost estimate and cost splits » Pond grading plan and detention pond design » Drainage area maps » Drainage computations » Stand-alone water resources technical report, including drainage memorandum documenting analysis 	<ul style="list-style-type: none"> » Water resources technical report will be delivered mid-February, after the staff approval of the layout 	<ul style="list-style-type: none"> » Permit assistance » Watersheds » Wetland Conservation Act (WCA)/U.S. Army Corps of Engineers (USACE) joint wetland permit
Design Memorandums	<ul style="list-style-type: none"> » Prepare design memorandum » Compile and address agency comments 	<ul style="list-style-type: none"> » Process will follow the HPDP » Design memorandum will be for the ultimate condition, including the future interchange 	<ul style="list-style-type: none"> » Review design memorandum 	<ul style="list-style-type: none"> » Design memorandum 	<ul style="list-style-type: none"> » Design memorandum will be discussed with the PMT at the November meeting. It will be sent to the agencies for review by the end of November. 	<ul style="list-style-type: none"> » Prepare MnDOT Environmental Due Diligence Forms (EDD), if requested by MnDOT » Prepare state EAW of the preferred alternative, if requested by MnDOT

Major Tasks	Sub Tasks	Assumptions	Agency Participation	Deliverables	Deliverable Due Dates	Value-Added Tasks
30% Preliminary Plan Preparation	<ul style="list-style-type: none"> » Alignment plan layout and tabulations » In-place topography, utilities and right of way layout » Construction plan layout (Level 1 Staff Approved Layout) » Roadway profile layout » Drainage plan layout » Construction limits layout » Cross-section sheets » Construction cost estimate 	<ul style="list-style-type: none"> » All work will be in accordance with the requirements of the agencies, as listed in the cost proposal » Electronic file sharing with the City, County, and State is required » Assumes the Level 1 Staff Approved Layout is for the intersection work, and does not include the potential future interchange » Assumes this task if for a Level 1 Staff Approved Layout, supplemented with select additional layouts and plan sheets » A planning level cost estimate of the Level 1 Staff Approved Layout 	<ul style="list-style-type: none"> » Review and provide comments on the Level 1 Staff Approved Layout 	<ul style="list-style-type: none"> » Level 1 Staff Approved Layout (plan and profile views) » Alignment tabulations » In-place topography, utilities and right of way layout » Drainage plan layout » Construction limits/right of way layout » Cross-section plan sheets » Planning-level cost estimate 	<ul style="list-style-type: none"> » Level 1 Staff Approved Layout will be sent to the LAC and GDSU for review mid-December. A signed layout will be sent back to MnDOT for signatures the third week in January, with the anticipation that MnDOT will have signed and returned the layout by February 6, 2015. » The additional layouts and cross section sheets will be delivered on February 27, 2015. 	



Quality Management Plan

Quality Management Plan

Quality Management Plan

Dakota County and Inver Grove Heights CSAH 28/CSAH 63 Preliminary Design from South of TH 55 to South of CSAH 26

Overview

The SRF Quality Management Plan (QMP), together with each SRF group's procedures and practices manuals, will serve as the basis for this project-specific QMP. The combined guidance of these documents results in a QMP that covers the spectrum of project delivery – from alternatives development to preliminary design.

SRF has a long, proud history of providing high-quality services and deliverables for our clients. Quality is one of our core values and is infused throughout our company from project managers through individual analysts, scientists, technicians, engineers, and planners. The net effect of SRF's project-specific QMP will be to provide Inver Grove Heights, Dakota County, and the project partners with the highest possible quality deliverables.

SRF's QMP documents the procedures that SRF uses to deliver products and services, and this summary provides an overview of the plan. At the project level, a detailed work plan is developed that specifies quality tools and techniques that will be used to ensure the QMP is followed and incorporated into work products.

Responsibilities

Brian Johnson will be responsible for ensuring the overall quality of the work. He will do so by clearly assigning project roles and responsibilities, actively monitoring the project as the work progresses, and verifying project documentation needs are met. Our organizational structure defines a clear chain of accountability so that team members understand their role and expectations.

Brian will also establish a work plan, schedule, and budget to accomplish the project objectives. This becomes the day-to-day guide to performing the project activities and is the benchmark against which progress is measured. Modifications can be used in response to necessary changes during the course of the project.

Aaron Vacek will be responsible for administering the project QMP and ensuring quality control procedures are followed. The QMP will be made available to project team personnel, and training will be provided on the QMP requirements.

Senior-level staff that have extensive experience with preliminary and final design have been assigned to conduct formal independent technical reviews for each major work area.



Quality Management Plan

Becky Krugerud, Bob Leba, and Leif Garnass will be responsible for ensuring the quality of work within their phases and assigning roles and responsibilities to individual staff. They will also be responsible for assembling materials for formal reviews, distributing materials to reviewers, receiving comments, and responding to comments by incorporating or resolving them with the reviewer.

Meetings: Preparing for and attending project meetings is essential. Meeting agendas and materials will be provided prior to meetings. Meeting notes will be prepared to document and verify pertinent discussions and decisions. Meeting notes will be provided to attendees for review prior to final distribution.

Subconsultants: **Braun Intertec** will provide experienced staff and project oversight for their respective tasks and follow the project quality requirements. Deliverables will be reviewed for completeness, accuracy, and clarity with respect to findings and recommendations. SRF will review materials and documents prepared by subconsultants to ensure quality checks have been performed and products are consistent in quality and format.

Technical Competencies of Staff

SRF employs highly trained technical staff to perform needed project tasks. We offer regular training throughout the year, and staff members are encouraged to continue to pursue education on industry trends and general engineering subjects that are pertinent to their field of practice. The subconsultants SRF has included on our team were chosen because of the competence of their staffs and their ability to perform the work and meet deadlines.

Competence: Our QMP promotes assignment of competent personnel. Competence is demonstrated by appropri-

ate education, training, skills, experience, licensure, and certification.

Training: SRF's QMP is based on the philosophy that staff members are responsible for quality. QMP training explains how the plan details are to be implemented on projects and reminds staff of the importance of their work and contribution to quality objectives.

List of Requirements

Providing quality deliverables requires a full understanding of project design requirements and standards to be followed in performing the work.

Selected examples of relevant requirements for this project include:

- » Process of Informed Consent
- » Highway Project Development Process (HPDP)
- » MnDOT's Layout Checklist
- » Computer Aided Detail Design (CADD) standards
- » State Aid Manual and Rules
- » Survey and Mapping Manual
- » Drainage Manual
- » Road Design Manual
- » Traffic Engineering Manual
- » Minnesota Manual on Uniform Traffic Control Devices (MMUTCD)
- » Utilities Manual
- » Dakota County's Utility Coordination Process

QMP Intent

The intent of the QMP is to describe the basic quality management practices, processes, procedures, organizational structure, management approach, and training used to deliver work products that meet client/owner requirements and expectations.

QMP Philosophy

Quality is one of SRF's core values and is instrumental to the delivery of a successful project. We place highly trained and experienced staff in key project roles and provide training and oversight so work is completed right the first time. Furthermore, we employ thorough checking processes to achieve quality objectives. Figure 1 below illustrates SRF's comprehensive approach to the QMP process.

SRF has developed QMP processes over many years and has infused this philosophy into all areas of our work. Our QMP is complemented by each functional group's prescribed procedures and practices, which guide production at the task level. The top-to-bottom integration of SRF's QMP enables us to provide high-quality work within given budgets and schedules.

Technical Document Review Process

SRF's QMP focuses on five major areas: planning, production (procedures and practices), detailed checking, reviews, and monitoring (product audits and procedural evaluations). In short, this means putting qualified staff in key project roles, implementing good processes and procedures to guide analysis and work, checking analyses and computations, providing for informal and formal reviews of interim work products and documents that lead to final work prod-

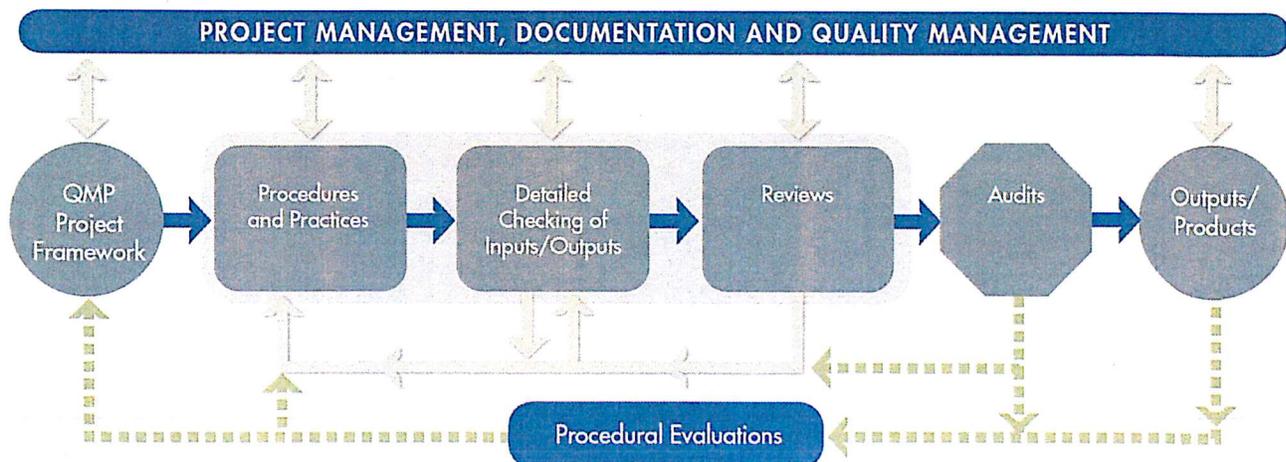


Figure 1 – SRF's Comprehensive Approach to Quality Management

ucts, and monitoring efforts through audits of the work processes and final products.

The application of this process is illustrated in Figure 2.

Checking Procedures

This step involves properly checking work for logic, assumptions, methodologies, inputs, outputs, math, spelling and grammar, formats, technical, regulatory, and contractual requirements. The general technical checking procedures below are followed unless group-level procedures and practices are being used.

Intermediate work outputs are checked by another qualified staff person before incorporation into the work, particularly if subsequent work relies on the item being checked. Final work outputs (products or deliverables) are also checked by another qualified staff person before delivery to the client. For work that requires the signature of a licensed professional, the "responsible person" (that person signing the work) will also check the work at varying points during the work production, before independent reviews, or before delivery. Detailed checking applies to the following:

- » Calculations
- » Computer software input and output
- » Plans, drawings, and layouts
- » Reports, specifications, special provisions and formal written items

Persons checking work have appropriate experience in the discipline of the work being reviewed and will not have prepared the work being checked. A summary of our QMP procedures for these steps follows.

Calculations: Calculations are generally defined as engineering or other calculations generated as part of the work. Origination of calculations is generally performed on calculation sheets (8.5 x 11-inch preferred) or spreadsheet facsimiles. Information is neatly organized, legible, and reproducible. Assumptions, references, units, and conclusions are

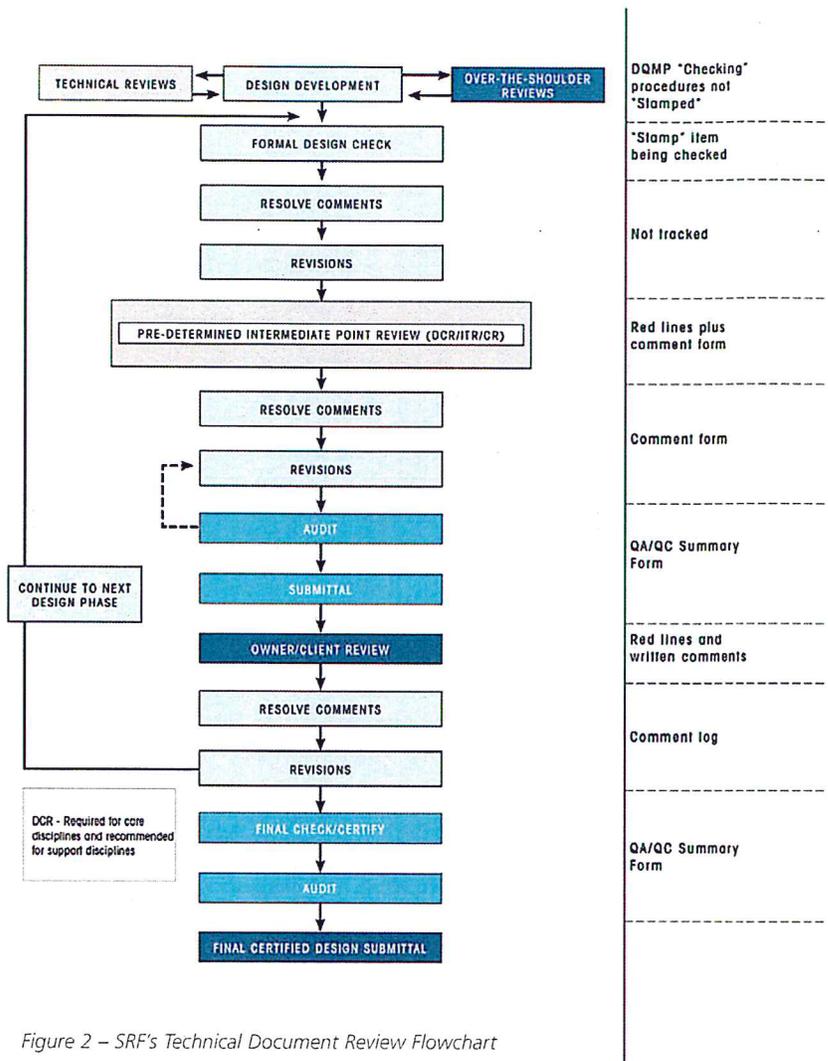


Figure 2 – SRF's Technical Document Review Flowchart

clearly stated. Sketches are used as appropriate to clarify the calculations.

Plans, Drawings, and Layouts: These items are checked before being incorporated into the work if subsequent work is to rely on the information. Plans, drawings, and layouts are normally checked before being submitted for internal team reviews or to the client.

Reports, Specifications, Special Provisions and Formal Written Items: The level of documentation is determined at project onset and will be commensurate with the level of analysis and complexity of the project. Reporting includes assumptions, results, and conclusions as applicable.

Reports, specifications, special provisions, and formal written items are reviewed by senior professional staff for their accuracy, clarity, and project context. Documentation is well written and checked for grammar, spelling, and format prior to delivery to the client.

Quality Control Verification

Verification of work products is performed through the use of a variety of review types including day-to-day informal reviews and formal documented reviews at appropriate milestones. Independent reviews are completed to ensure that work adheres to the necessary requirements, is compatible with other aspects of the project, and satisfies expectations.

Reviews are performed by senior staff who are experts in their field of practice (i.e., other individuals who are not the originator or checker of the work being reviewed). Reviewers are identified by the quality manager. Review comment forms and review comment logs may be used to track comments and resolutions.

Informal Over-the-Shoulder Reviews: These reviews occur on a day-to-day basis between experienced task managers and staff to ensure that work is progressing in accordance with internal procedures and practices and industry standards and requirements.

Internal Team Discipline Coordination Reviews: These reviews allow for each discipline to be considered as work progresses. They are accomplished by routing the work of one discipline to other disciplines for review and comment. Comments are returned in written form, and each comment is tracked until resolution is reached and incorporated into the work or otherwise resolved.

Formal Pre-Determined Intermediate Points (PDIP): These formal reviews confirm that the work has progressed in accordance with project requirements and reinforces that intermediate design outputs are validated before additional work efforts are performed. Examples of PDIPs include 30%, 60%, 95% and 100%.

These reviews provide the technical expertise of experienced staff. Reviewers are chosen for their prior experience and background on similar projects. Reviewers are not involved directly in the production of work. Reviews focus on ensuring that the work meets project requirements, is constructible, optimizes technology and methodology, and includes client-specific preferences. Input is given via formal comments that are written and tracked until resolution is reached, and comments are incorporated into the work or otherwise resolved.

These reviews are performed prior to delivery of products to the client or other stakeholders. The task leader for the

deliverable implements the review in accordance with the Review Comment Procedure.

Client and Other Stakeholder Reviews: These reviews are completed by the client and other project stakeholders. In general, client reviews may include informal over-the-shoulder reviews during work development and will include formal comprehensive reviews at PDIP or at the draft of final deliverable (such as at a signature submittal). Review comments are provided to the project team and tracked to resolution. The project team reviews the comments and incorporates the agreed-upon comments. For comments that require clarification or are not agreed-upon, the project team will discuss the comment with the City and County or other appropriate stakeholders to reach clarification and/or resolution. Explanations are documented if the comments are not incorporated into the work.

Review Comment Procedures: Review comments are identified and communicated to originators using one of the methods detailed in the QMP. Reviewers mark comments on a hard copy of the work being reviewed and return to the originator within an agreed upon schedule.

Review Comment Resolution Procedures: Review comments are provided to and assessed by the originator to determine the disposition considering the following basic resolution options defined within the QMP: agree (A); further clarify (F); delete (D) or incorporate next submittal (N).

The agreed upon disposition is documented. Explanations are included for any comment that is not specifically incorporated as part of the comment response efforts (i.e., delete or incorporate next submittal). Comment resolution will be accomplished by phone, e-mail, fax, or in person. This goal of this effort is to discuss and address comments, come to a resolution, and clarify any technical issues that may affect the process.

Monitoring & Audits

Quality improvement is achieved through regular monitoring of the quality process and of the work being performed. This helps to ensure that final products consistently meet requirements and conform to quality processes and procedures and that appropriate supervision and oversight has occurred throughout the process. Methods to document auditing are described below.

Product Audits: These audits are performed by the quality manager, Aaron Vacek, to certify that proper quality procedures and applicable reviews have been implemented. Work items submitted for formal approval are accompanied by a Deliverable Audit Summary Form that is signed by the quality manager and certifies that the submittal documents are in compliance with the project quality procedures and have passed the audit.

Work that does not pass an audit is returned to the originator who addresses the reasons for audit failure.

Nonconforming Work: Validating processes may identify work that does not conform to requirements. Such instances are documented, evaluated, and resolved. Corrective action is taken to avoid recurrence, as described below. SRF staff are empowered and encouraged to report nonconformities when discovered.

Corrective Actions: These actions are intended to avoid recurrence of nonconforming work. Therefore, corrective actions focus on eliminating the root cause of the problem. There are many ways to determine the cause of the nonconformity, including analysis by an individual or by assignment to a corrective-action project team.

Definitions

Our QMP includes selected abbreviations and definitions for the terms used in this document. Common industry abbreviations, terms, and acronyms are assumed to be understood. Selected abbreviations/acronyms and definitions include:

CADD = Computer Assisted Design and Drafting

CR = Constructability Review

DCR = Discipline Coordination Review

ITR = Independent Technical Review

QA = Quality Assurance

QC = Quality Control

Task-Specific QMP Items

Project Management & Coordination: Project management and coordination provides the critical overall view of the project. The SRF project manager has the responsibility to ensure overall quality through continuous close coordination and communication between the design team, Inver Grove Heights, Dakota County, and stakeholder and agency

staff during the project development process. The project manager will carry out these QA/QC functions by implementing the following measures:

- » Maintain contact on a regular basis with Inver Grove Heights and Dakota County project managers via telephone conversations, fax, e-mail, written correspondence, meetings, etc.
- » Prepare timely and accurate meeting notes, letters, and memoranda as required to document and verify pertinent discussions and decisions. Provide for subsequent review of the same by meeting attendees.
- » Oversee development and maintenance of a complete project journal. The project journal is a comprehensive record documenting data compilation, design decisions and direction, checks and reviews, specific QA/QC milestones, project submittals and any other pertinent information.
- » Ensure that format, composition and spelling of written documents are checked by an in-house editor.

Public Stakeholder Involvement

Public Involvement Plan will be developed by experienced staff trained in this work. The plan will require formal project communications and supporting graphic materials to be reviewed both by technical/professional peers to maintain consistent messaging for the project. The plan will also require that information is written following the spirit of "Plain Language" and "Minnesota's Accessibility Standards."

Data Collection

Data collection will include acquiring both digital and hard copy data. QA/QC has important applications in the data collection task, ensuring and maintaining the integrity and completeness of information received. Specific implementation will include the following elements:

- » Logging data received in the project journal, noting data source, type, name of SRF staff accepting and checking the data, and other pertinent information.
- » Checking digital data against the accompanying hard copy to verify file integrity. Original CD-ROMs, diskettes, or tapes will be archived in SRF project files to allow subsequent data verification, if required.
- » Checking data collected in the field by a supervisor for accuracy and completeness.

Surveying

Accurate mapping data is essential to a good design. Field work will be performed under the direction of a Minnesota licensed land surveyor, leading experience field staff using the appropriate procedures and survey grade equipment. To ensure the accuracy of the survey data, horizontal control, vertical control, and design topographic surveys will be performed in compliance with the MnDOT Surveying and Mapping Manual. Site control will be run independent of the data collection to isolate potential errors. At a minimum, the first and last data collection point of each instrument setup will include a control monument as a check on that sessions data. Data checks will pass the chi square test performed by the CADSurvey software.

Water Resources Analysis

The water resources analysis will be prepared under direct supervision of SRF's most experienced senior staff. Quality is assured through the day-to-day involvement of skilled individuals with many years of experience in water resource analysis and design. Specific technical tasks such as hydraulic modeling are approached utilizing the same QA/QC process as described in the final design section below (e.g. skilled performance of the original work, independent checks during the process, and complete documentation of results and conclusions).

Maps and graphics are an important part of preliminary water resources deliverables. Quality is assured through our process of close involvement between department management, design engineers, and technical specialists. Reports also form an important component of the process. Report documents will be reviewed by an experienced person or group who did not prepare the report. Format, composition, and spelling are reviewed by an in-house editor to ensure quality documents.

Cost Estimates: Estimation of the anticipated cost of construction is an important item in project development to ensure that the project is properly funded and to understand if bids received are reasonable. Cost estimates are normally provided at predetermined project milestones. Correct computation of estimated project quantities is a cornerstone of accurate cost estimating. SRF's QA/QC process provides that quantities will be computed by one individual and independently checked by another individual. Any discrepancies are reviewed and resolved between the two independent computations. Both sets of computations, their supporting data, and any required resolution

of discrepancies are documented on SRF's standard form for each pay item in the project. Another cornerstone of accurate cost estimating is assignment of the proper risk factors to various segments of the cost estimate.

Utilities: Experienced staff trained in the utility coordination process and experienced in design projects will prepare the project's utility layouts. The QA/QC plan requires that existing utilities be fully explored during the design process using the Gopher State One Call, field reviews, survey information, and review of record plans. The plan requires documentation of utility company contacts information received at each step of coordination: initial 15-day design request early in project, interim coordination and plan sharing during the plan development, and final verification at plan completion. Utilities must be identified early in the design development as they can have potential to dictate certain design elements as well as allowing proper lead time for the utility companies to design and schedule relocation activities. Existing utilities will be shown in plan, profile, and cross-section views. This information is also validated through consultation with individual utility owners.

Bicycle & Pedestrian Facilities

Preliminary bike and pedestrian facility design will be conducted with consideration of roadway geometrics as depicted in the geometric layout, clear zone requirements, appropriate shoulder widths, required site distance, required clearance from overhead power transmission lines, staging needs, economics, and all other project constraints.

Layout Review & Approval

Thorough independent reviews will be used to assess the plans against technical, regulatory and constructability needs. We include discipline coordination (DCR) and over the shoulder (OTSR) techniques as we perform our work to be sure it is properly reviewed by our team as it is prepared. Comprehensive independent technical and constructability reviews will occur at the pre-determined intermediate points. Comments will be addressed before we submit the layout to the agencies for review. We will track comments, their disposition, and agreed upon resolutions. Revisions will be incorporated into the layout upon resolution.

Level 1 Geometric Layout

Preliminary Concept Development will be guided by our understanding of the project constraints, the Project Design Standards (including the 13 critical design elements), and the project goals and objectives. Work will include cost estimates based on a modified LWD method, and a concept evaluation matrix.

Geometric Layout Development will be guided by our understanding of MnDOT staff expectations for layout content and we will use the checklists to guide our work. Work will include cost estimates based upon a modified LWD method. The layout will also include construction limits suitable for use in determining the proposed right-of-way and easement needs.

Design Memorandum will follow the current "Highway Design Standards Form" found within MnDOT's HPDP procedures.

Water Resources Preliminary Design

Water resources work will encompass stormwater storage and treatment facilities, structural pollution control devices, hydrologic analysis, hydraulic analysis, storm sewer and culvert designs, roadside channel designs, and development of the Water Resources Technical Report.

Technical staff reviews are completed to assure that the report findings are clear, understandable, and consistent with requirements of the analysis and regulatory requirements, and that the report is written following the spirit of "Plain Language" and "Minnesota's Accessibility Standards."

 **Required Forms**

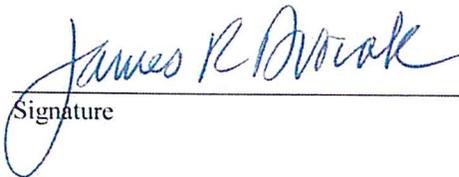
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

- Determined that no potential organizational conflict of interest exists.
- Determined that a potential organizational conflict of interest exists, as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:



Signature

August 22, 2014

Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with MnDOT contract personnel.

Name

Phone

STATE OF Minnesota

COUNTY OF Hennepin

AFFIDAVIT OF NON-COLLUSION:

- (1) That I am the BIDDER (if the bidder is an individual), a partner of the BIDDER (if the bidder is a partnership) or an officer or employee of the BIDDER corporation having authority to sign on its behalf (if the BIDDER is a corporation);
- (2) That the attached bid or bids have been arrived at by the BIDDER individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit individual bidding or competition;
- (3) That the contents of the bid or bids have not been communicated by the BIDDER, or its employees or agents, to any person not any employee or agent of the BIDDER, or its surety, on any bond furnished with the bid or bids, and will not be communicated to any person, prior to any official opening of the bids, or bids; and;
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

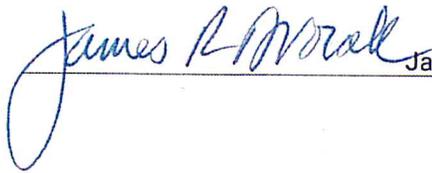
SRF Consulting Group, Inc.

BIDDER

SRF Consulting Group, Inc.

FIRM MAKING BIDS

Subscribed and sworn to before me this 22nd day of August, 2014.



James R. Dvorak, PE

NAME

Vice President

OFFICIAL TITLE

Date: 09/04/2014

Building Permits Year to Date

Permit Type	August			Year To Date		
	Count and Value (2014)	Count and Value (2013)	Count and Value (2012)	Count and Value (2014)	Count and Value (2013)	Count and Value (2012)
Business/Industry	0	\$ 0	\$ 0	0	\$ 0	\$ 0
Accessory				0	\$ 0	\$ 0
Business/Industry	1	\$ 3,000	\$ 970,000	1	\$ 3,000	\$ 970,000
Addition				1	\$ 3,000	\$ 970,000
Business/Industry	5	\$ 250,000	\$ 309,000	3	\$ 524,000	\$ 3,593,000
Alteration				3	\$ 524,000	\$ 3,593,000
Business/Industry	0	\$ 0	\$ 0	3	\$ 1,980,000	\$ 1,980,000
New				3	\$ 1,980,000	\$ 1,980,000
Demolition	0	\$ 0	\$ 10,000	0	\$ 0	\$ 25,000
Educational	0	\$ 0	\$ 0	0	\$ 0	\$ 0
Addition				0	\$ 0	\$ 0
Educational	1	\$ 961,000	\$ 668,000	0	\$ 0	\$ 1,335,000
Alteration				0	\$ 0	\$ 1,335,000
Fee Only	3	\$ 0	\$ 0	1	\$ 0	\$ 0
Fence	4	\$ 0	\$ 0	5	\$ 0	\$ 0
Fire Protection	10	\$ 98,950	\$ 9,000	5	\$ 13,100	\$ 184,100
Governmental	0	\$ 0	\$ 0	0	\$ 0	\$ 0
Addition				0	\$ 0	\$ 0
Manufactured Home	0	\$ 0	\$ 4,000	1	\$ 2,000	\$ 2,000
Mechanical	40	\$ 0	\$ 0	52	\$ 0	\$ 0
Multi-Family	0	\$ 0	\$ 0	0	\$ 0	\$ 8,000
Accessory				0	\$ 0	\$ 8,000
Multi-Family	1	\$ 4,000	\$ 0	0	\$ 0	\$ 0
Addition				0	\$ 0	\$ 0
Multi-Family	11	\$ 220,000	\$ 110,000	2	\$ 13,000	\$ 262,550
Alteration				2	\$ 13,000	\$ 262,550
Multi-Family	0	\$ 0	\$ 0	0	\$ 0	\$ 0
New				0	\$ 0	\$ 0
Other Permits	0	\$ 0	\$ 12,000	4	\$ 0	\$ 68,000
Plumbing	50	\$ 0	\$ 0	53	\$ 0	\$ 0
Pool	1	\$ 40,000	\$ 0	2	\$ 41,000	\$ 262,000
Religious	0	\$ 0	\$ 0	0	\$ 0	\$ 0
Addition				0	\$ 0	\$ 0
Religious	1	\$ 5,000	\$ 0	1	\$ 3,000	\$ 28,000
Alteration				1	\$ 3,000	\$ 28,000
RPZ Permit	0	\$ 0	\$ 0	8	\$ 0	\$ 0
Septic	5	\$ 0	\$ 0	4	\$ 0	\$ 0
Signs	8	\$ 11,000	\$ 0	0	\$ 0	\$ 803,800
Single Family	3	\$ 65,000	\$ 46,000	5	\$ 147,000	\$ 579,000
Accessory				5	\$ 147,000	\$ 579,000
Single Family	13	\$ 377,000	\$ 115,500	12	\$ 113,000	\$ 1,078,200
Addition				12	\$ 113,000	\$ 1,078,200
Single Family	89	\$ 701,900	\$ 970,100	129	\$ 1,120,300	\$ 4,893,050
Alteration				129	\$ 1,120,300	\$ 4,893,050

Permit Type

August

Year To Date

	Count and Value (2014)	Count and Value (2013)	Count and Value (2012)	Count and Value (2014)	Count and Value (2013)	Count and Value (2012)
Single Family New	6 \$ 3,188,000	4 \$ 2,058,000	4 \$ 1,326,000	38 \$ 13,942,000	61 \$ 20,578,000	22 \$ 7,468,000
Single Family Attached Accessory	0 \$ 0	0 \$ 0	0 \$ 0	1 \$ 9,000	0 \$ 0	0 \$ 0
Single Family Attached Alteration	2 \$ 22,600	94 \$ 329,000	1 \$ 4,000	69 \$ 397,200	98 \$ 368,000	6 \$ 36,300
Single Family Attached New	0 \$ 0	0 \$ 0	0 \$ 0	0 \$ 0	2 \$ 414,000	2 \$ 414,000
	254 \$ 5,947,450	342 \$ 5,610,600	295 \$ 5,286,400	1918 \$ 63,579,250	1852 \$ 34,820,825	1520 \$ 23,010,000

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Application of the Church of St. Patrick for a Temporary On-Sale Liquor License for Premises located at 3535 72nd St. E.

Meeting Date: September 8, 2014
 Item Type: Consent
 Contact: 651-450-2513
 Prepared by: Melissa Kennedy
 Reviewed by: N/A

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other

PURPOSE/ACTION REQUESTED:

Consider approval of the request from the Church of St. Patrick for a temporary on-sale liquor license on November 15, 2014.

SUMMARY:

Pursuant to City Code Section 4-1-4 a temporary on-sale intoxicating liquor license may be issued to a club, charitable, religious, or other nonprofit organization in existence for at least three (3) years. The temporary license may only be issued in conjunction with a social event within the municipality sponsored by the licensee and may only be issued for a period not to exceed four (4) consecutive days.

The St. Patrick’s Women’s Group, Circle of Friends, is hosting a fundraiser on November 15, 2014 and beer and wine will be sold at the event. A certificate of liability insurance has been issued to the City.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: September 8, 2014
Item Type: Consent
Contact: Joe Lynch, City Administrator
Prepared by: Amy Jannetto, H.R. Coordinator
Reviewed by: n/a

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None |
| <input type="checkbox"/> | Amount included in current budget |
| <input type="checkbox"/> | Budget amendment requested |
| <input type="checkbox"/> | FTE included in current complement |
| <input type="checkbox"/> | New FTE requested – N/A |
| <input type="checkbox"/> | Other |

PURPOSE/ACTION REQUESTED Staff requests that the Council approve the personnel actions listed below:

Please confirm the seasonal/temporary employment of: Parks – Gary Shepard, Fitness – Megan Dunphy, VMCC – Steven Sauro

Please confirm the termination of seasonal/temporary employment of: Aquatics - Alex Gorder, Meghan Garin, Heather Foster, Golf – Alejandro Morales, Lee Dembsky, Darrin Hughes, John Ferguson, Jennifer Kruckenberg, Gary Harker, Ross Dembsky, Tom Dickmeyer, Tom Moran, Jack Shubatt, J.P Swanson, Shane McNally, Smauel Hosszu, Daniel Jasperson, Matthew Mundy, Alan Palodichuk, Joseph Shearer, Thomas Shearer, Matt Weis

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

THOMAS LEACH – Case No. 14-31V

Meeting Date: September 8, 2014
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by: Planning

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None |
| <input type="checkbox"/> | Amount included in current budget |
| <input type="checkbox"/> | Budget amendment requested |
| <input type="checkbox"/> | FTE included in current complement |
| <input type="checkbox"/> | Other |

PURPOSE/ACTION REQUESTED

Consider a resolution relating to a **Variance** to allow parking with a zero setback on the property located at 6426 Cahill Ave, 6399 Cahill Ave, and 3095 65th Street.

- Requires a 3/5ths vote.
- 60-day deadline: October 3, 2014 (first 60-days)

SUMMARY

The applicant installed five parking spaces in two separate locations on his property without verifying setbacks or property lines. The parking areas are located over property lines onto the abutting properties. Parking spaces in the B-3 district are required to have a minimum five foot setback from side and rear lot lines. The City became aware of the violation when a complaint was received. The applicant is requesting an after-the-fact variance to keep the parking spaces where they are located which requires variances on three parcels since both parking areas encroach onto the abutting properties. The applicant has received written and verbal permission from the neighboring property owners to encroach onto their property.

Variances may be granted when the applicant establishes there are practical difficulties in complying with the zoning ordinance. "Practical difficulties," means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality.

Staff believes the variance request for a zero setback on three properties is a significant request and that approving the variance could set a precedent for other setback encroachments. The setback standards do not preclude the homeowner from reasonable use of the property as there is space on the eastern part of the property to install overflow parking that would meet code requirements.

Planning Staff: Based on the information provided staff recommends denial of the setback variance with the findings listed in the attached resolution. If the variance is denied staff recommends the parking spaces in violation be removed or in compliance with the setback requirements prior to Nov. 15, 2014.

Planning Commission: At the September 2, 2014 public hearing, the Planning Commission also recommended denial of the request (4-3).

Attachments: Resolution
 Planning Commission Recommendation
 Planning Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION DENYING A VARIANCE TO ALLOW A ZERO SETBACK FOR
PARKING STALLS WHEREAS FIVE FEET IS THE REQUIRED SETBACK FROM SIDE
LOT LINES IN THE B-3 ZONED DISTRICT

CASE NO. 14-31V
Leach

WHEREAS, an application for a Variance has been submitted for the property located at 6426 Cahill Ave and legally described as:

The South 387 feet of the West 311 feet of the South Half of the Northwest Quarter of Section 3, Township 27, Range 22, except the South 230 feet of the West 280 feet thereof, Dakota County, Minnesota.

Together with:

The North 86.5 feet of the South 399.00 East 170 feet of the West 481 feet of said South Half of the Northwest Quarter.

WHEREAS, an application has been received for a Variance to allow a parking area with a zero setback from the side property lines whereas five feet is the required setback;

WHEREAS, the afore described property is zoned B-3, General Business;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on September 2, 2014 in accordance with City Code Section City Code 10-3-3: C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

1. The conditions of the property are not so limiting or unique that the property could not be used in a reasonable manner without the parking setback variance. The property would still function as a commercial use with the existing approved parking stalls.
2. Approval of the variance could set a precedent for other parking setback encroachments.
3. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance; the location of the parking spaces may be considered a convenience to the applicant, not a practical difficulty. Additionally, there is space on the property to install overflow parking that would comply with Zoning Code requirements.
4. The variance request is not in harmony with the intent of the Zoning Code as the intent of the setback requirements are to provide space for utilities, separation between properties, and consistency of structure placement. The parking spaces were installed over property lines not meeting the intent of the Zoning Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a zero setback from the side property line for parking is hereby denied. The parking spaces in violation shall be modified to meet the five foot setback requirement or removed and restored to the original condition by November 15, 2014.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 8th day of September, 2014.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Kennedy, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: September 2, 2014
SUBJECT: THOMAS LEACH – CASE NO. 14-31V

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance from the setback requirements for a parking lot on a commercially zoned property, for the property located at 6426 and 6399 Cahill Avenue and 3095 – 65th Street. 9 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the owner of the Bierstube property installed five parking spaces in two separate locations (10 spaces total) on his property without verifying setbacks or property lines or contacting the City. The parking spaces are partially located on neighboring properties. Parking spaces in the B-3 district are required to have a minimum five foot setback from property lines. The City became aware of the violation when a complaint was received. The applicant is requesting to keep the ten spaces where they are located which requires variances from three separate parcels since both parking areas encroach onto the abutting properties. The applicant received written and verbal permission from the abutting property owners to encroach onto their property. For the reasons stated in Alternative B of the staff report, staff recommends denial of the request. Staff received an inquiry from one neighboring property who questioned whether this would impact 65th Street, which it would not.

Chair Hark asked if the eastern most property owned by Mr. Leach would be available for parking.

Ms. Botten replied in the affirmative.

Chair Hark asked when the two paved areas in question were installed.

Ms. Botten replied last fall.

Commissioner Scales questioned why the City was involved since there were no issues with the adjoining property owners.

Ms. Botten replied that parking of any kind required a five foot setback from the side and rear property lines.

Commissioner Gooch asked if the applicant had permission to have the parking spaces on the adjoining properties.

Ms. Botten replied that Mr. Leach received verbal and written permission from the abutting property owners after the fact. The applicant would not be granted permanent right of access to the property; however, as the other property owners could tell him at any time he could no longer park there.

Chair Hark asked for clarification that it was not an easement.

Ms. Botten replied in the affirmative.

Opening of Public Hearing

Tom Leach, 6760 Arkansas Avenue, advised he was available to answer any questions.

Chair Hark asked if the applicant read and understood the report.

Mr. Leach replied in the affirmative.

Chair Hark asked when the pavement was installed in the two areas in question.

Mr. Leach replied a little over a year ago. He advised that he used to own the car wash property and built the parking spaces at that time. When he sold the property four months ago they wanted 20 feet beyond the north end of the building, so that property went to the new owner.

Chair Hark asked what happened with the five spaces on the north side of the property.

Mr. Leach replied that he had the lot surveyed; however, he used the wrong survey stake in error. He then explained the situation to the affected landowner and offered to remove the parking spaces. The landowner said they could remain and she would sign a letter stating as such, providing she could request they be removed at any time.

Chair Hark asked what would happen if the landowner decided to sell and the new owner did not want the parking spaces.

Mr. Leach replied that he would physically remove the pavement.

Commissioner Klein advised that the property to the north was heavily wooded and the owner would not see the parking spaces. Also, the person who purchased the car wash would have known the spaces were there when he bought it.

Mr. Leach advised that the car wash has an easement over a portion of the Bierstube property so the car wash patrons can exit west to his property to get to 65th Street.

Chair Hark stated he had more of an issue with the parking spaces to the north than the car wash spaces.

Nevin Raghuveer, 6251 Queensland Lane North, Maple Grove, owner of the neighboring car

wash, advised that he had an understanding with Mr. Leach that he could use the parking area in question until such time as he told him he did not want him to use it any more. If anything was changed today, he would like those changes clearly outlined.

Commissioner Robertson asked Mr. Raghuveer if he had any more formal documentation, other than the letter included in the packet, should it become an issue of contention.

Mr. Raghuveer replied he did not, but that if the variance was granted he would want something more sophisticated in terms of documentation stipulating that the parking would cease immediately upon his request. He advised that at this point; however, he did not have an issue with the spots being used for parking.

Eileen Wojowitz, co-owner with her sister and other family members of 6399 Cahill Avenue, stated she was upset that Mr. Leach had installed the parking spaces a year ago without asking and had not said anything to them until recently when a complaint had been made and he wanted a letter from her sister giving him permission to retain the parking spaces.

Mr. Raghuveer asked if the variance would be granted on each situation individually.

Ms. Botten replied there would be three separate variances; one for each parcel.

Mr. Raghuveer asked if all three would be denied if one was not approved.

Ms. Botten replied the Commission could decide on each lot individually.

Chair Hark closed the public hearing.

Planning Commission Discussion

Commissioner Gooch questioned if Mr. Leach could request a variance on someone else's property.

Ms. Botten replied that he could because he had written permission from the abutting landowners giving approval for the encroachment.

Chair Hark asked if the far eastern portion of Mr. Leach's property ever filled up with parked cars.

Mr. Leach replied that it filled up on Wednesdays when the church was having a function.

Commissioner Robertson asked for clarification of how the error was made regarding the parking area next to the car wash.

Mr. Leach replied that the car wash property belonged to him at the time the additional parking spaces were installed.

Commissioner Robertson asked if the challenge came when he sold the car wash property.

Mr. Leach replied in the affirmative.

Commissioner Klein stated it was often difficult to find a parking space at Bierstube, the neighbors were agreeable to him using the ten parking spaces, and he supported the request as he did not want to lose another local business.

Commissioner Robertson asked Ms. Wojkowitz if the letter of permission was from her sister, Diane Knuckey, but not necessarily the other co-owners of the property.

Ms. Wojkowitz advised that her sister had spoken to her and the other co-owners regarding the situation and they had given her the power to make the decision.

Commissioner Scales supported the variance request and felt the landowners should work it out amongst themselves.

Commissioner Wippermann supported the staff's recommendation of denial as the request did not meet the variance criteria and he did not think a variance should be granted based on whether or not the neighbors agreed.

Commissioner Scales did not want to hamper a business, stating the three businesses worked it out amongst themselves.

Chair Hark agreed with Commissioner Wippermann that the request did not meet the variance criteria.

Commissioner Klein did not think a variance was necessary and the landowners could work it out themselves.

Commissioner Wippermann stated the Planning Commission is charged with following the ordinances established by the City Council.

Commissioner Klein asked what prompted this request.

Ms. Botten replied that staff received a complaint about the the parking locations. Staff then went to the site and noticed it was in violation. A letter was then sent to Mr. Leach stating he could either remove the parking spaces or request a variance because he was not meeting the five foot setback requirement in the zoning code.

Commissioner Robertson stated from her perspective the need for parking was a Bierstube issue which should not be placed on neighboring property owners.

Commissioner Klein stated it was a bigger issue than that as there were other tenants there as well.

Commissioner Robertson questioned what weight the letters from the two neighbors would hold

in court and she was concerned about the potential for future conflict.

Commissioner Klein replied that Mr. Leach has stated on record that he would remove the parking spaces whenever he was requested to do so.

Chair Hark stated there was a lack of a practical difficulty.

Planning Commission Recommendation

Motion by Commissioner Simon to deny the request for a variance from the setback requirements for a parking lot on a commercially zoned property, for the property located at 6426 and 6399 Cahill Avenue and 3095 – 65th Street, based on the reasons stated in Alternative B, including the lack of a practical difficulty.

Commissioner Gooch stated he saw a practical difficulty in the lack of parking and the property being essentially landlocked. He stated parking was not allowed on Cahill or 65th and there were no other lots nearby that could be used for overflow parking.

Chair Hark questioned if the lack of parking would constitute a practical difficulty.

Ms. Botten stated the applicant was currently meeting the parking requirements of the zoning code, the applicant could install an overflow parking area on the eastern part of the property, or he could purchase property from the landowners to the north and east and put in parking that meets setbacks and complies with code requirements.

Second by Commissioner Wippermann.

Motion carried (4/3 – Gooch, Klein, Scales). This item goes to the City Council on September 8, 2014.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

REPORT DATE: August 26, 2014 **CASE NO.:** 14-31V
HEARING DATE: September 2, 2014
APPLICANT: Thomas Leach
PROPERTY OWNERS: Thomas Leach
REQUEST: A variance from the side yard setback requirements for parking
LOCATION: 6426 & 6399 Cahill Avenue and 3095 65th Street
COMP PLAN: CC, Community Commercial
ZONING: B-3, General Business
REVIEWING DIVISIONS: Planning **PREPARED BY:** Heather Botten
Associate Planner 

BACKGROUND

The applicant installed five parking spaces in two separate locations (10 spaces total) on his property without verifying setbacks or property lines or contacting the City. The parking spaces are partially located on neighboring properties. The City became aware of the violation of the parking spaces when a complaint was received. The applicant is requesting to keep the 10 parking spaces where they are located which requires variances on three parcels since both parking areas encroach onto the abutting properties. The applicant has received written and verbal permission from the abutting property owners to encroach onto their property. Parking spaces in the B-3 district are required to have a minimum 5' setback from property lines.

If the variance request is approved the abutting property owners can decide at any time to not allow the parking on their property. The variance would stay with the land but does not give the applicant permanent access to the abutting parcels. The agreements between the applicant and the abutting property owners are a civil issue.

SPECIFIC REQUEST

The following specific application is being requested:

- A.) A **Variance** to allow a zero setback for a parking area whereas five feet is the required setback.

SURROUNDING USES:

The subject site is surrounded by the following uses:

North - Residential; zoned B-3, General Business; guided CC, Community Commercial

West - Multi-family; zoned PUD; guided MDR, Medium Density Residential

South - Commercial; zoned B-2, Limited Business; guided CC, Community Commercial

East - Commercial; zoned B-3, General Business; guided CC, Community Commercial

EVALUATION OF REQUEST:

City Code Title 10, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The Zoning Code requires a five foot side yard setback for parking in the B-3 district. Installing parking over property lines with a zero setback is not in harmony with the intent of the zoning code. The intent of the setback requirement is to provide room for utilities and have a green space separation between properties. The request is consistent with the comprehensive plan as the lot is being utilized as commercial.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

Setback standards are not precluding the property owner from reasonable use of the property as there is space to the east to install overflow parking that would meet setback requirements.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The situation is solely the plight of the landowner as they did not contact the City to find out the rules and regulations and they did not verify the location of the stalls before they were installed. The property is not unique in that staff does not support property encroachments for parking that is not required by code and that has additional space on the property for overflow parking that could comply with code requirements.

4. *The variance will not alter the essential character of the locality.*

One of the functions of a setback is to maintain consistency of structure placement and aesthetic qualities from street and neighboring views. The parking areas are located behind the building and cannot be seen from Cahill Avenue; you have to be driving through the parking lot to see the parking areas in violation.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do appear to be a basis for this request. The property owner would have to remove the 10 parking spaces to comply with code requirements.

ALTERNATIVES

The Planning Commission has the following alternatives available for the requested action:

A. Approval If the Planning Commission finds the application to be acceptable, the following actions should be recommended for approval:

- Approval of the **Variance** to allow a zero setback for five parking spaces in two separate locations impacting three parcels subject to the following conditions:
 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Division.

B. Denial If the Planning Commission does not favor the proposed request, it should be recommended for denial, which could be based on the following rationale:

1. Denying the variance request does not preclude the applicant from reasonable use of the property.
2. Approval of the variance could set a precedent for other setback encroachments.
3. Staff does not believe there are practical difficulties in complying with the official control as the parking spaces could be installed on the eastern part of the property complying with setback requirements.

RECOMMENDATION

Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. "Practical difficulties," as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality.

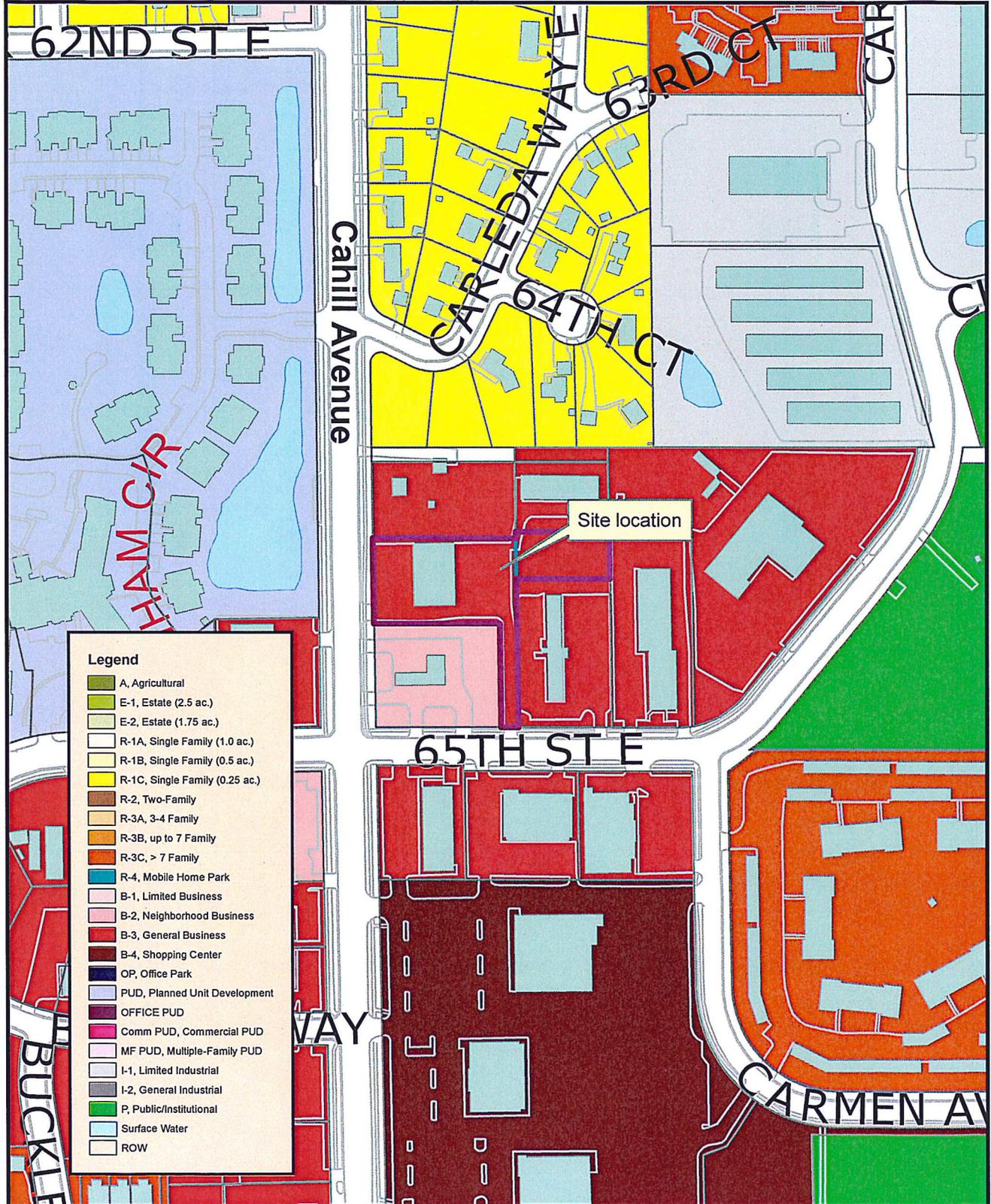
Staff believes the variance request for a zero setback is a significant request further complicated by the fact the applicant installed the parking spaces over property lines onto neighboring properties and that the applicant did not identify practical difficulties to comply with the ordinance. For the reasons listed in alternative B staff is recommending denial of the proposed request.

Attachments: Exhibit A – Location/Zoning Map
Exhibit B – Narrative
Exhibit C - Site Plan
Exhibit D – Aerial Photo
Exhibit C – Letters from abutting property owners

Map not to scale



Thomas Leach Case No. 14-31V



Legend

[Green]	A, Agricultural
[Light Green]	E-1, Estate (2.5 ac.)
[Yellow-Green]	E-2, Estate (1.75 ac.)
[Light Yellow]	R-1A, Single Family (1.0 ac.)
[Yellow]	R-1B, Single Family (0.5 ac.)
[Light Orange]	R-1C, Single Family (0.25 ac.)
[Orange]	R-2, Two-Family
[Light Brown]	R-3A, 3-4 Family
[Brown]	R-3B, up to 7 Family
[Dark Brown]	R-3C, > 7 Family
[Blue]	R-4, Mobile Home Park
[Pink]	B-1, Limited Business
[Light Pink]	B-2, Neighborhood Business
[Red]	B-3, General Business
[Dark Red]	B-4, Shopping Center
[Dark Blue]	OP, Office Park
[Purple]	PUD, Planned Unit Development
[Dark Purple]	OFFICE PUD
[Magenta]	Comm PUD, Commercial PUD
[Light Purple]	MF PUD, Multiple-Family PUD
[Light Grey]	I-1, Limited Industrial
[Dark Grey]	I-2, General Industrial
[Green]	P, Public/Institutional
[Blue]	Surface Water
[White]	ROW



This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is to be used for reference purpose only. The City of IGH is not responsible for any inaccuracies herein contained.

Exhibit A
Zoning and Location Map

To The City Council Of Inver Grove Heights, MN

The two owners of the property where the variance are.

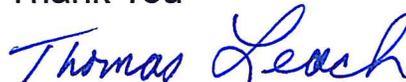
Nevin Raghuveer
Buggy Bath Car Wash
3095 65th St.
Inver Grove Heights. MN 55077 Owners # 952-484-8231

Owner to the property North of 6434 Cahill Ave. Inver Grove Heights.MN is:

Mrs. Diaine Knuckey
6399 E Cahill Ave.
Inver Grove Heights, MN. 55077

I Thomas Leach owner of the small shopping center at 6410 to 6434 Cahill Ave., Inver Grove Heights MN.55077. I am asking the city of Inver Grove Heights for variance "5 car parking Area" on the North and East part of my property. The owners to the North and the East have given me written permission to use their property. Both letters are enclosed. The size of the area for the parking variance is approximately 70 ft. by 20 ft.

Thank You

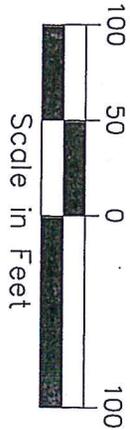
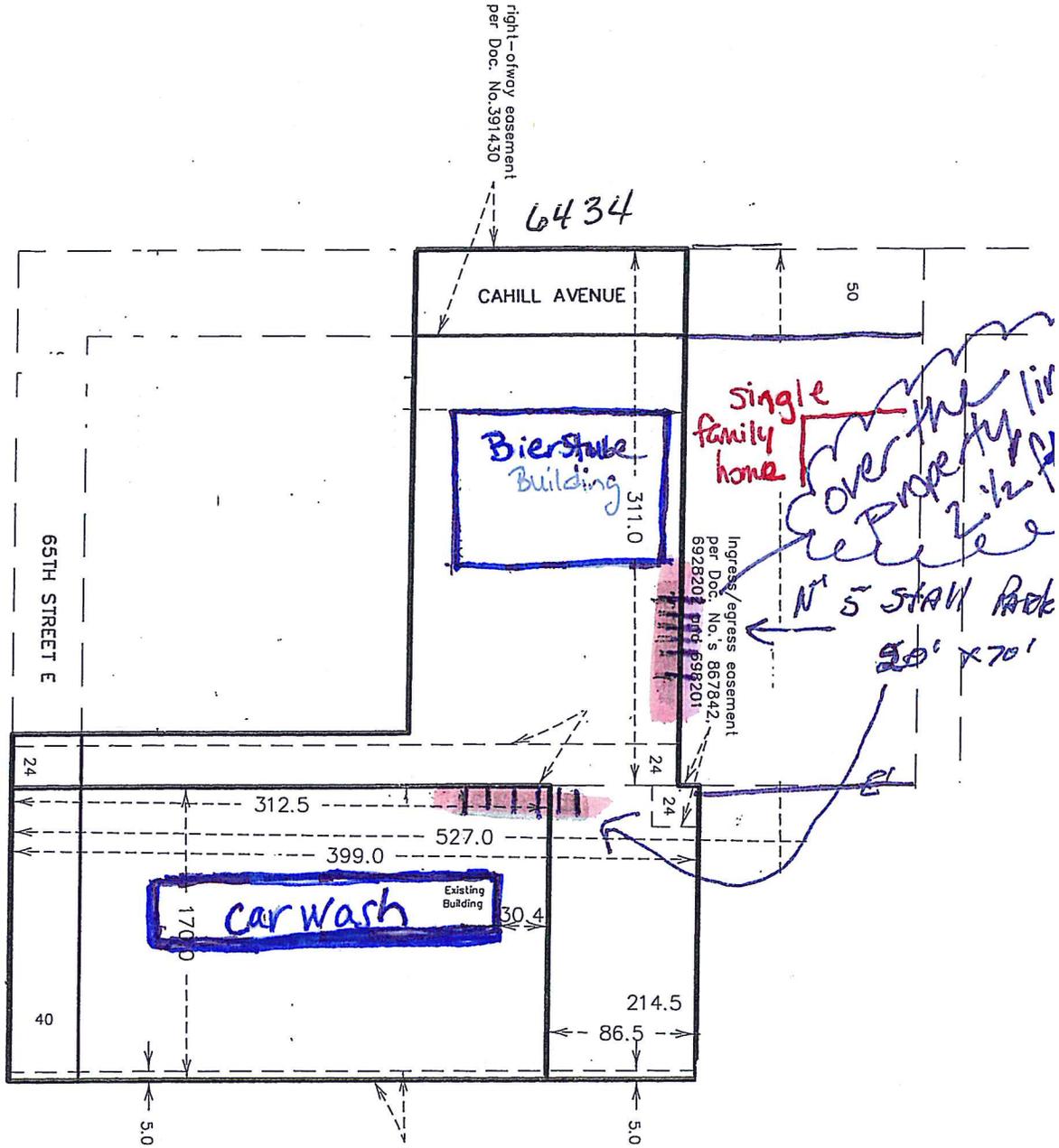
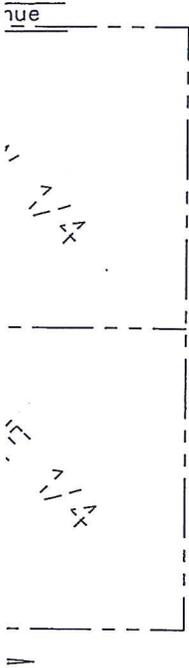


Thomas Leach



6426 Cahill Ave

20-00300-27-040

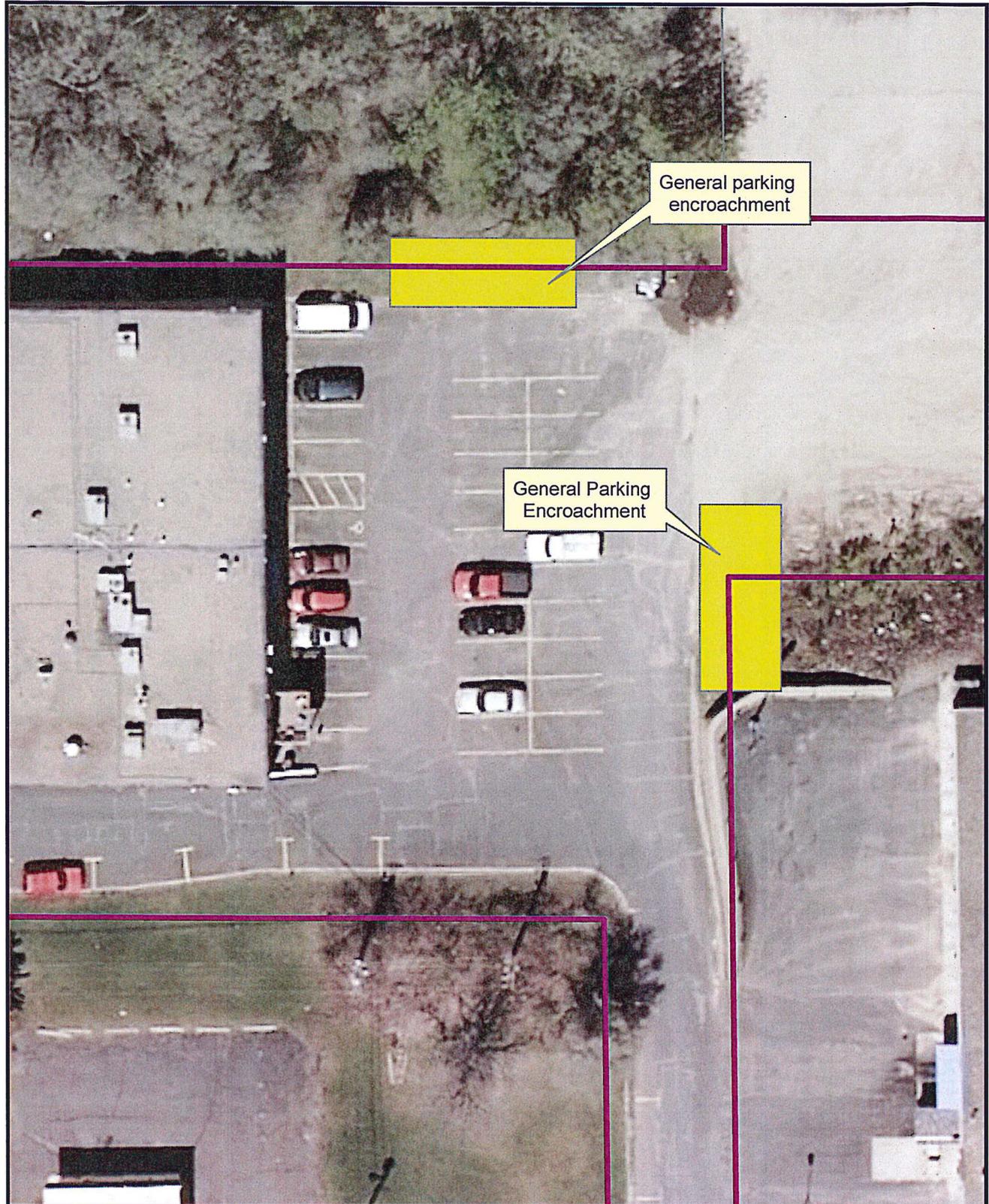


C

Map not to scale



Thomas Leach Case No. 14-31V



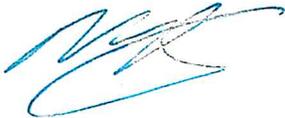
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is to be used for reference purpose only. The City of IGH is not responsible for any inaccuracies herein contained.

Exhibit D
General Parking Areas in Violation

Dear Tom Leach,

I am writing this letter to let you know that I am providing you temporary permission to park in the spaces at the bottom of the hill that are located on my property. While you may continue to park there right now, I will notify you should I need you to stop parking there. I also ask that that you request permission every calendar quarter to continue to park there. Please be advised this is no way grants you any permission beyond a temporary permission which must be requested quarterly.

Sincerely yours,



Nevin Raghuveer

Buggy Bath Car Wash

Owner 952-484-8231

E

Mrs. Diane Knuckey owner of property at 6399 E Cahill Ave. Inver Grove Heights, MN. Has given me permission to park 5 cars partially on her property. Her property and my property abut one another. My property address is 6434 Cahill Ave. Inver Grove Heights, MN. If at any time Diane Knuckey wants me off her property I agree to vacate her property and restore it as it was. My Cell # is 612-269-7562

Diane Knuckey

Diane L Knuckey

Thomas Leach

Thomas Leach

July 1st. 2014

E

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CHS, INC – Case No. 14-32PVR

Meeting Date: September 8, 2014
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Consider the following resolutions for property located at 5500 Cenex Drive:

- a) A Resolution relating to a Major Site Plan Review for a parking lot expansion along with an improvement agreement;
 - Requires 3/5th's vote.
- b) A Resolution relating to Variance to allow a parking lot with a 10 foot setback whereas 30 feet is required in the B-1 District.
 - Requires 3/5th's vote.
 - 60-day deadline: October 3, 2014 (first 60-days)

SUMMARY

The applicant is proposing to construct a parking lot on a vacant lot across Cenex Drive from the main campus. The parking lot would contain approximately 105 cars and have one access on to Cenex Drive. CHS expects a temporary increase in employees at the site and additional parking is needed. The applicant is also working with Public Works on the design and location of a crosswalk on Cenex Drive.

A Variance is also needed from front yard setbacks as all parking lots are to have a 30 foot setback from road right-of-ways. The project is designed with a 10 foot setback from both Babcock Trail and Cenex Drive.

ANALYSIS

The project complies with all performance standards for parking lots. Allowing the parking lot closer to the street protects the existing tree line on the property and reduces grading into the hill behind the lot. Requiring the 30 foot setback would have a big impact on the existing natural features of the lot.

The City Engineer has indicated the storm water ponding design needs some modifications to meet standards including possible increase in size of the pond. This detail can be worked out but plans will need to be approved by the City Engineer before commencement of work on site. The resolution for the Major Site Plan Review includes this as a condition.

RECOMMENDATION

Planning Staff: Recommends approval of the Major Site Plan Review and Variance for the parking lot as presented.

Planning Commission: Supported the parking lot addition. Most of the discussion was on the pedestrian crossing location and if a traffic study was necessary. Staff indicated that the pedestrian crossing would ultimately be approved by the Director of Public Works since it is in the street right-of-way. The Commission recommends approval of the project as proposed (7-0).

September 8, 2014
Council Memo – CHS, Inc
Page 2

Attachments: Resolution Approving Major Site Plan Review and Improvement Agreement
Resolution Approving Variance
Planning Report
Improvement Agreement
Storm Water Facilities Maintenance Agreement
Easement Encroachment Agreement

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. _____

**RESOLUTION APPROVING A MAJOR SITE PLAN REVIEW AND IMPROVEMENT
AGREEMENT FOR A PARKING LOT ADDITION**

Case No. 14-32PRV
(CHS, INC)

WHEREAS, an application for a Major Site Plan Review has been submitted for a parking lot addition on property across from the CHS main campus on said property legally described as follows:

**Lot 2 & 3, Block 1, Cenex 2nd Addition, according to the recorded plat thereof,
Dakota County, Minnesota**

WHEREAS, the aforescribed property is zoned B-1, Limited Business District;

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on September 2, 2014;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Major Site Plan Review and Improvement Agreement for a parking lot addition is approved with the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file in the Planning Department:

Site Layout Plan	dated 8/25/14
Grading and Drainage Plan	dated 8/25/14
Paving Plan	dated 8/25/14
Landscape Plan	dated 8/4/14

2. The pedestrian crossing design and location shall be approved by the Director of Public Works prior to construction.
3. The final grading, drainage and storm water management plans shall be approved by the City Engineer prior to work commencing on the site.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 8th day of September, 2014.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. _____

**RESOLUTION APPROVING A VARIANCE TO ALLOW A 10 FOOT PARKING LOT
SETBACK WHEREAS 30 FEET IS REQUIRED IN THE B-1 DISTRICT FOR A
PARKING LOT EXPANSION**

**CASE NO. 14-32PVR
(CHS, INC)**

WHEREAS, an application for a Variance has been submitted for the property located at 5500 Cenex Drive and legally described as:

Lot 2 and 3, Block , Cenex 2nd Addition, Dakota County, Minnesota

WHEREAS, an application has been received for a variance to construct a parking lot addition within the 30 foot setback in the B-1 District;

WHEREAS, the afore described property is zoned B-1, Limited Business District;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4:D.;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on June 4, 2013 in accordance with City Code 10-3-3: C.;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

- a. The balance of the natural terrain and trees will not be impacted with this project. Shrub plantings along Babcock Trail will be installed to help break up the view of the parking lot from the street.
- b. The site is designed so there will be minimal impact to the existing grades and tree stand on site. Requiring the parking lot to meet the 30 foot setback from both Babcock and Cenex Drive would have an impact on the lot and more grading and tree removal would be necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a parking lot with a 10 foot setbacks whereas 30 feet is required is hereby approved with the following condition:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 8th day of September, 2014.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Kennedy, Deputy Clerk

**PLANNING REPORT
CITY OF INVER GROVE HEIGHTS**

REPORT DATE: August 26, 2014

CASE NO: 14-32PR

HEARING DATE: September 2, 2014

APPLICANT/PROPERTY OWNER: CHS Inc.

REQUEST: Major Site Plan Review and Variance for a parking lot addition

LOCATION: 5500 Cenex Drive

COMPREHENSIVE PLAN: O, Office

ZONING: B-1, Limited Business

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant has approached the City looking to add additional parking on property they own across the street from the main campus. The property is zoned B-1 and is at the corner of Babcock Trail and Cenex Drive. CHS is looking to create a new parking lot for an approximately 105 additional cars that are needed due to rapid business growth.

The process includes a Major Site Plan Review to allow for the new parking lot. A variance is being requested to allow the parking lot to be 10 feet from the property line whereas 30 feet is required in the B-1 District.

EVALUATION OF THE REQUEST

Major Site Plan Review

Setbacks and Parking. The new parking lot would be located on a lot across the street from the main campus and is designed for 105 cars. There would be one entrance onto Cenex Drive which is a local city street. Babcock Trail is a County Road and no access is allowed by the County. The parking lot would have islands for tree plantings. Section 10-15A.3.F allows for offsite parking facilities where they can be located elsewhere than on the lot on which the principal is located. These parking spaces must not be more than 100 feet from the property nor more than 400 feet from the building served. Cenex Drive right-of-way is 100 feet wide so the location meets this standard and the lot would be almost exactly 400 feet from the current building.

The front yard parking lot setback for B-1 zoned properties is 30 feet. The B-1 District is the only district that has a large front yard parking lot setback. All other commercial and industrial zones have a 10 foot setback. I believe the intent of the increased setback was to provide for more open front yards creating small business like campus settings for office buildings in the B-1 District. The applicant is requesting a 10 foot setback from both Babcock Trail and Cenex Drive. This variance is discussed later in the report.

Parking stall size and isle widths have all been met. The location of the entrance meets city spacing standards.

Pedestrian Crossing. Since there would be a significant amount of employees crossing Cenex Drive, CHS is proposing a pedestrian crossing with a small raised median for crossing safety. The design of the pedestrian crossing would be similar to the one installed on Blaine Avenue in front of Gertens. The Engineering Department supports the idea of this pedestrian crossing and has provided the applicant with the design of the improvements. The improvements would be built to city standards but would then be maintained by the city since it is in the public right-of-way.

The location of the pedestrian crossing on Cenex Drive is still being work out between the applicant and the city. The Public Works Director prefers the crossing to be either at the Babcock/Cenex intersection, or approximately mid block between the road intersection and the entrance to CHS on Cenex Drive. The final location of the pedestrian crossing will be determined and approved by the Public Works Director.

Storm Water Ponding. Storm water ponding for the parking lot would be constructed adjacent to the lot. Engineering has indicated the pond may need to be increased in size to accommodate post development levels. Final review and approval of the plans would occur prior to construction.

Landscaping. The applicant has provided a landscaping plan which indicates additional plantings proposed along both Cenex Drive and Babcock Trail. Staff had recommended some shrub plantings along the roadways to help break up views of the parking lot since the applicant is proposing reduced setbacks. The plan provides for these shrubs. The applicant will be transplanting some of the existing trees planted in the middle of the site and relocated as part of this project. The plan complies with landscape standards.

Lighting. The applicant is proposing some parking lot lighting in the islands and by the entrance. All parking lot fixtures are to be a shoe-box style with flat lens.

Improvement Agreement. An improvement agreement will be required to be executed between the City and the developer. The agreement will address the necessary site improvements including the pedestrian island improvements and storm water ponding. Maintenance, parties responsible for the improvements, financial surety is addressed in the agreement. A developer is required to enter into a contract with the City addressing the improvements and construction on

site. A letter of credit equal to 125% of the cost of these improvements is required before construction can begin. This requirement assures the City that these particular improvements will be constructed to the satisfaction of the City.

Variance Review

City Code Title 11, Chapter 3. **Variations**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variance, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The use of the property for a parking lot would be consistent with the comprehensive plan for Office type uses and is consistent with zoning. The parking lot takes up only a portion of the two lots along Cenex Drive. There is still a significant amount of open space along Cenex Drive not being used for parking. The location of the parking lot is designed around the already graded area by the intersection. Very little grading occurs into the upward slopes in back side of the lot and very few trees from the tree stand will be removed as part of the storm ponding grading. The site being improved for parking was already graded out a number of years back for some type of anticipated development. The balance of the natural terrain and trees will not be impacted with this project. The applicant has provided some shrub plantings along Babcock Trail per staff's recommendations to help break up the view of the parking lot from the street.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The site is designed so there will be minimal impact to the existing grades and tree stand on site. Requiring the parking lot to meet the 30 foot setback from both Babcock and Cenex Drive would have an impact on the lot and more grading and tree removal would be necessary.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The applicant is working towards minimal impacts to the existing grades and tree stand on site. The parking lot improvements would occur on an area of the lot that had been graded and disturbed a number of years ago for some type of development at that time. Requiring compliance with the setbacks would impact existing grades and there would be more tree removal.

4. *The variance will not alter the essential character of the locality.*

The site design utilizes the already graded flat area for the parking lot. The balance of the site would not be altered and therefore would not change the character of the area. The lot is zoned for commercial or office type uses, so a parking lot improvement would not change the character of the area.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following actions should be taken:

- o Approval of the **Major Site Plan Review** for a 105 stall parking lot addition to the CHS campus subject to the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file in the Planning Department:

Site Layout Plan	dated 8/25/14
Grading and Drainage Plan	dated 8/25/14
Paving Plan	dated 8/25/14
Landscape Plan	dated 8/4/14

2. The pedestrian crossing design and location shall be approved by the Director of Public Works prior to construction.
3. An improvement agreement will be required to be entered into between the applicant and the city to address the crossing design and storm water improvements along with maintenance agreements.

- o Approval of the **Variance** to allow the parking lot with a 10 foot setback from Babcock Trail and Cenex Drive whereas 30 feet is required in the front yard subject to the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file in the Planning Department:

Site Layout Plan	dated 8/25/14
Grading and Drainage Plan	dated 8/25/14
Paving Plan	dated 8/25/14
Landscape Plan	dated 8/4/14

B. Denial If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

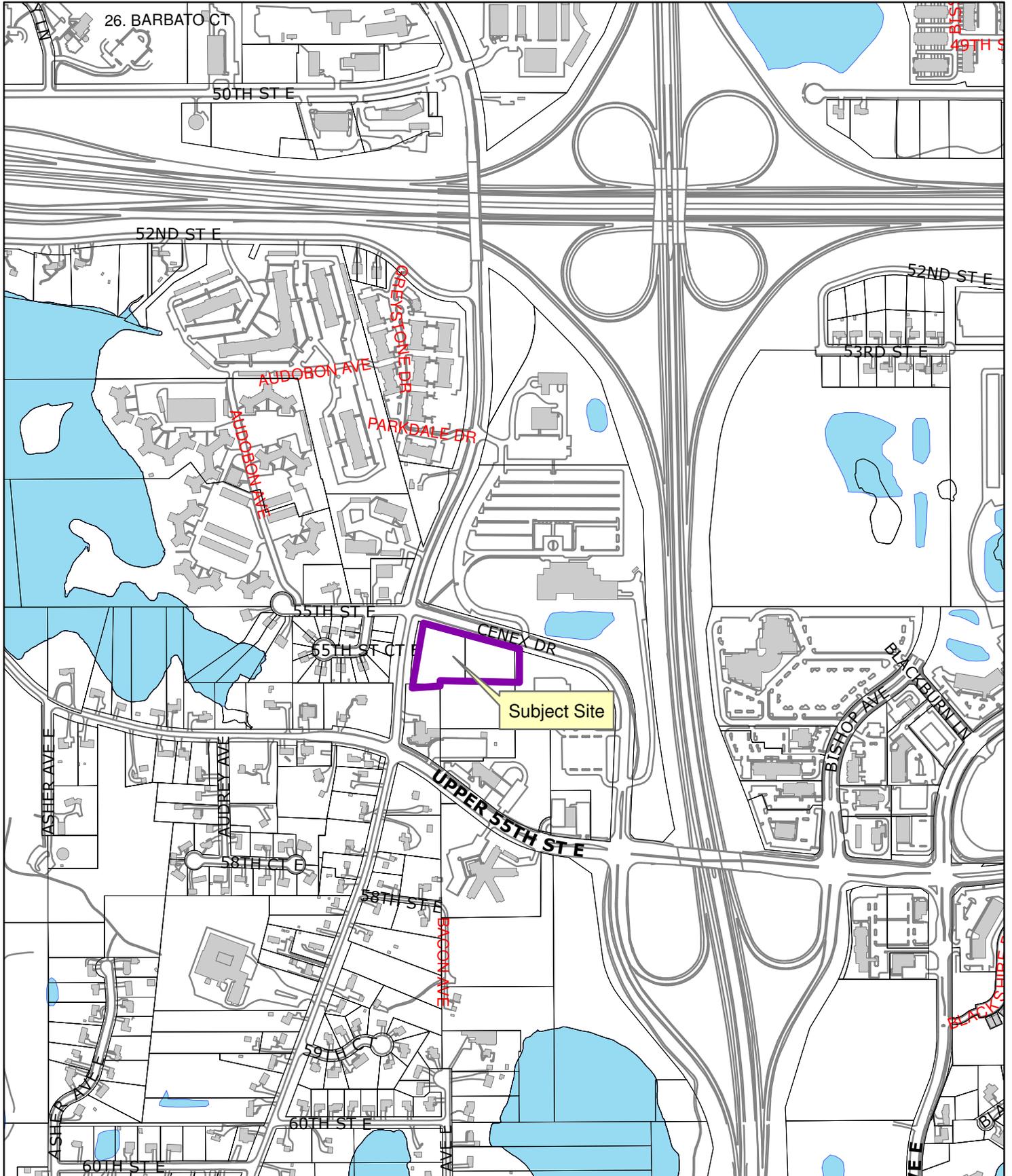
Staff recommends approval of the Major Site Plan Review and Variance for the parking lot addition with the conditions listed.

Attachments: Site Location
Applicant Narrative
Overall CHS Site Plan
Parking Lot Site Plan
Grading Plan
Paving Plan
Landscape Plan
e-mails from residents



Location Map

Case No. 14-32PR



**Parking Lot
Improvements**

**CENEX
HARVEST
STATES**

5500 Cenex Drive
Inver Grove Heights, MN 55077

CIVIL ENGINEER

PIERCE PINI & ASSOCIATES

9298 CENTRAL AVENUE NE
BLAINE, MN 55434
1763.537.1311
1763.537.1354

ELECTRICAL ENGINEER

DUNHAM ASSOCIATES, INC.

90 SOUTH SIXTH STREET, SUITE 100
MINNEAPOLIS, MN 55402
1612.465.7550
1612.465.7551

Revisions

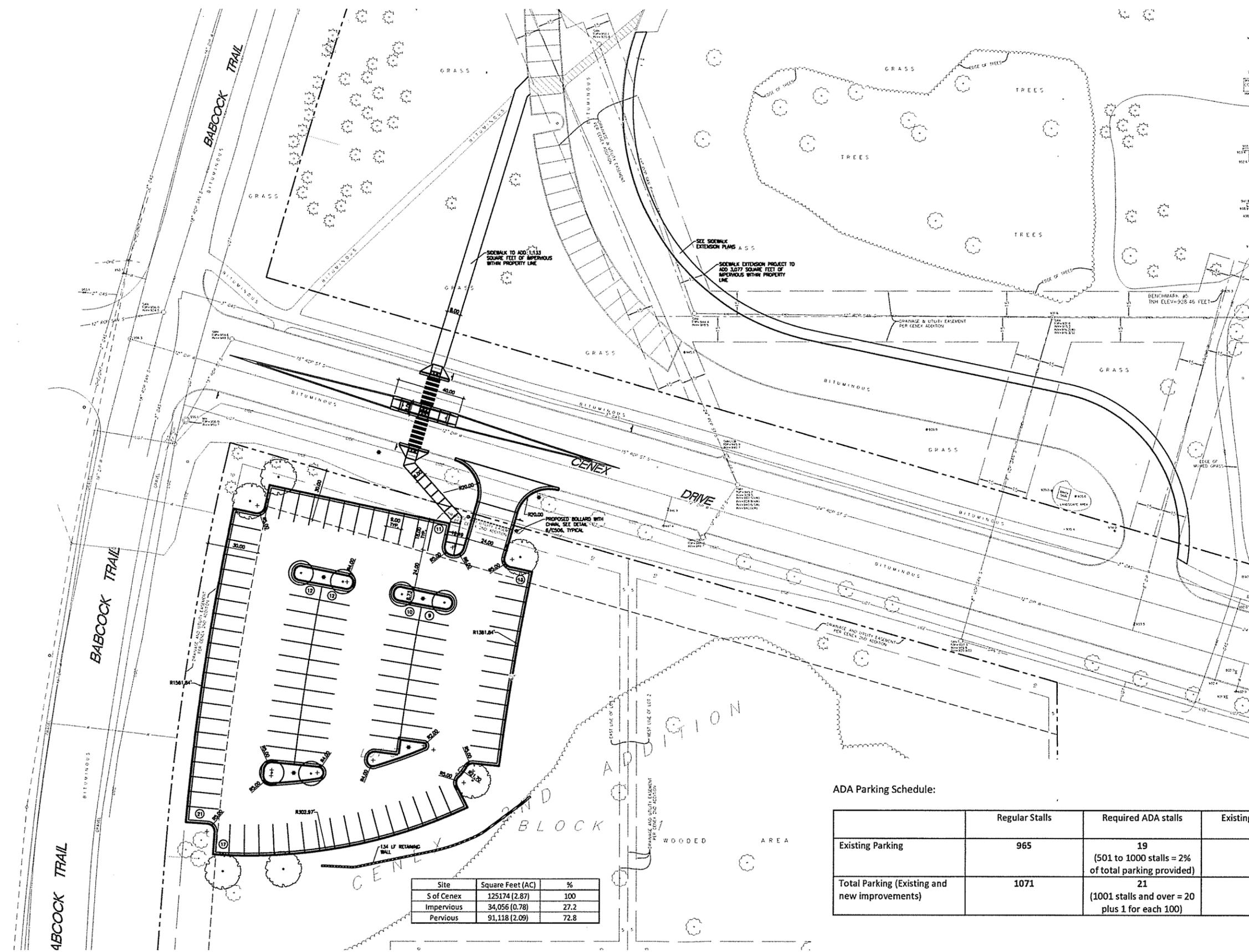
NO	ISSUE	DATE
Sheet Information		
Date	08.25.2014	
Job Number	051506.001	
Drawn	JAR/TPS/RSP	
Checked	RSP	
Approved		

Title

SITE LAYOUT

Sheet

C200



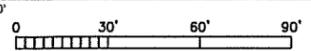
Site	Square Feet (AC)	%
S of Cenex	125174 (2.87)	100
Impervious	34,056 (0.78)	27.2
Pervious	91,118 (2.09)	72.8

ADA Parking Schedule:

	Regular Stalls	Required ADA stalls	Existing ADA stalls
Existing Parking	965	19 (501 to 1000 stalls = 2% of total parking provided)	22
Total Parking (Existing and new improvements)	1071	21 (1001 stalls and over = 20 plus 1 for each 100)	22



1 SITE LAYOUT
C200 Scale: 1"=30'



**Parking Lot
Improvements**

**CENEX
HARVEST
STATES**

5500 Cenex Drive
Inver Grove Heights, MN 55077

CIVIL ENGINEER

PIERCE PINI & ASSOCIATES
9298 CENTRAL AVENUE NE
BLAINE, MN 55434
1.763.537.1311
1.763.537.1354

ELECTRICAL ENGINEER

DUNHAM ASSOCIATES, INC.
50 SOUTH SIXTH STREET, SUITE 100
MINNEAPOLIS, MN 55402
1.612.465.7550
1.612.465.7551

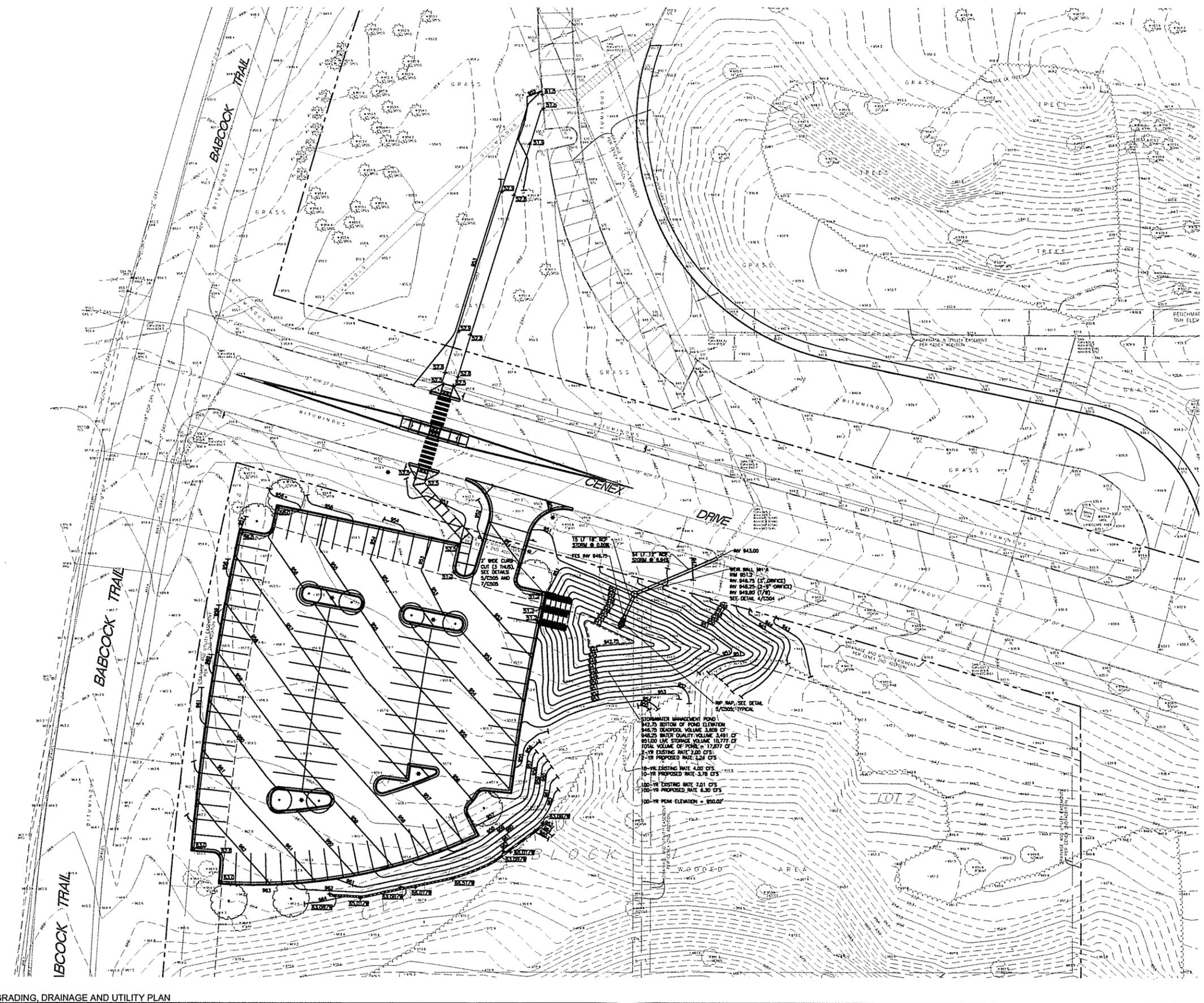
Revisions

NO	ISSUE	DATE
Sheet Information		
Date	08.25.2014	
Job Number	051506.001	
Drawn	JAR/TPS/RSP	
Checked	RSP	
Approved		
Title		

**GRADING AND
DRAINAGE PLAN**

Sheet

C300



1 SITE GRADING, DRAINAGE AND UTILITY PLAN
Scale: 1"=30'

C300

0 30' 60' 90'

**Parking Lot
Improvements**

**CENEX
HARVEST
STATES**

5500 Cenex Drive
Inver Grove Heights, MN 55077

CIVIL ENGINEER

PIERCE PINI & ASSOCIATES
9298 CENTRAL AVENUE NE
BLAINE, MN 55434
1763.537.1311
1763.537.1354

ELECTRICAL ENGINEER

DUNHAM ASSOCIATES, INC.
50 SOUTH SIXTH STREET, SUITE 100
MINNEAPOLIS, MN 55402
1612.465.7550
1612.465.7551

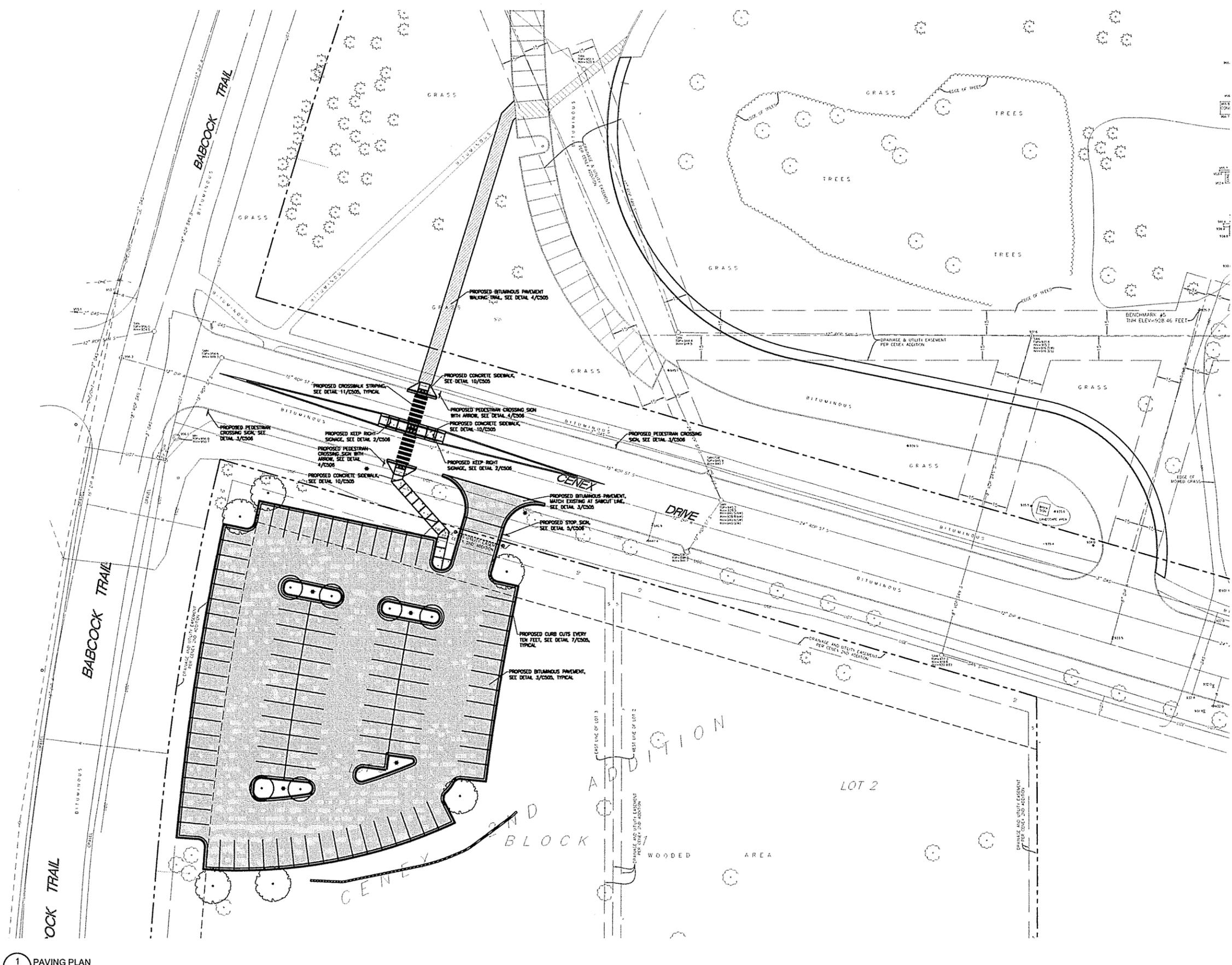
Revisions

NO	ISSUE	DATE
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Job Number	051506.001	
Drawn	JAR/TPS/RSP	
Checked	RSP	
Approved		
Title		

PAVING PLAN

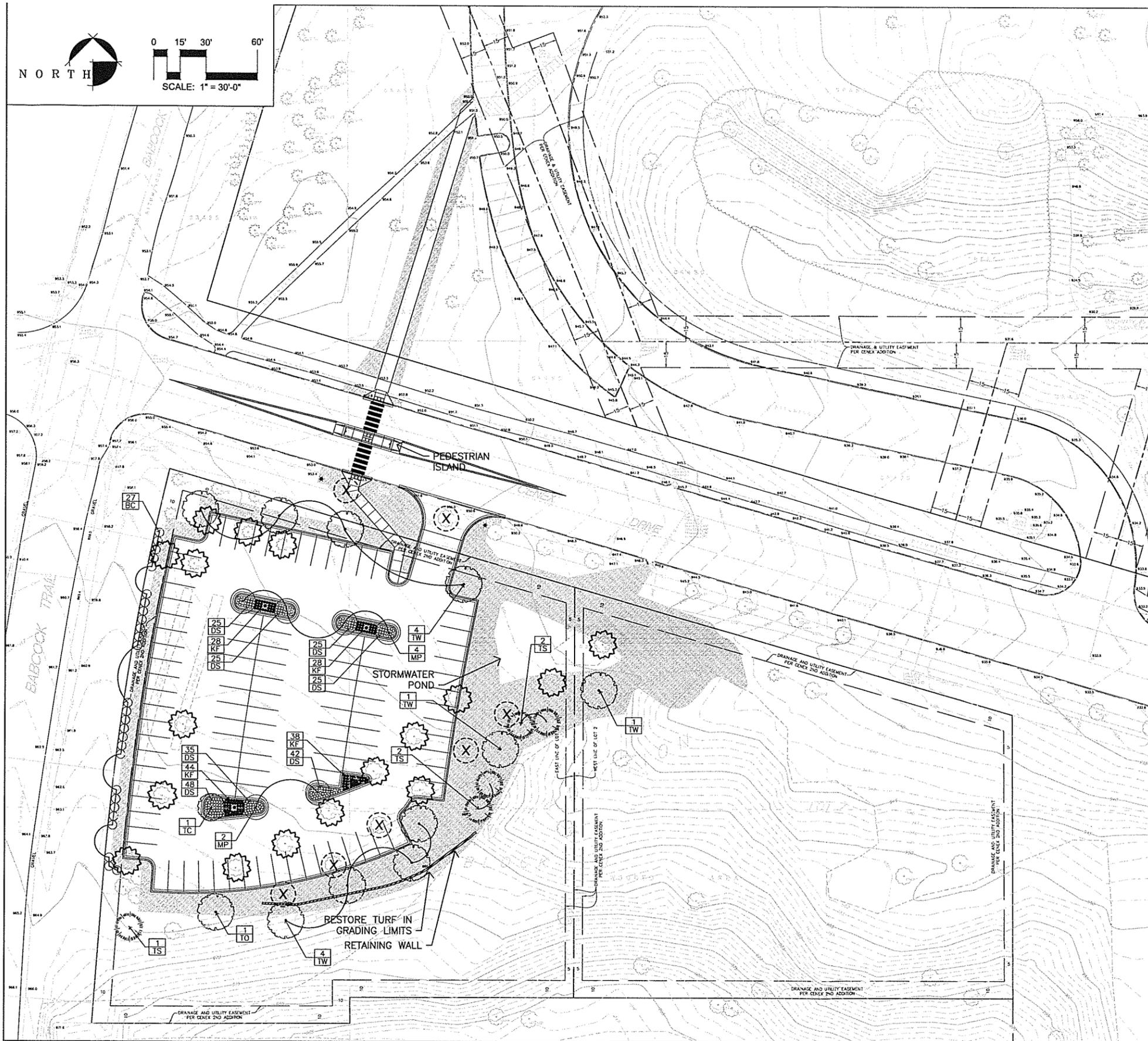
Sheet

C400



1 PAVING PLAN
C400 Scale: 1"=30'

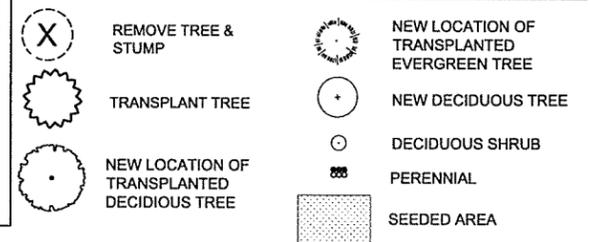
0 30' 60' 90'



GENERAL NOTES:

- CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.
- CONTRACTOR SHALL CONTACT GOPHER STATE ONE FOR LOCATION OF UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE IF DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST.
- CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND/OR MATERIALS SUPPLIED.
- CONTRACTOR SHALL COORDINATE ALL PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.
- EXISTING TREES FOUND ON SITE SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED. QUESTIONS REGARDING EXISTING PLANT MATERIAL SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO REMOVAL.
- LIMITS OF WORK SHOWN ON PLAN ARE ONLY APPROXIMATE AND MAY BE ADJUSTED IN FIELD BY THE PROJECT MANAGER. WORK OUTSIDE OF THESE LIMITS WILL BE DONE AT CONTRACTORS EXPENSE UNLESS DIRECTED BY THE PROJECT MANAGER IN WRITING.
- SALVAGE TOPSOIL FROM THE EARTHWORK AREAS AS APPROPRIATE AND/OR AS DIRECTED BY THE PROJECT MANAGER AND STOCKPILE FOR REUSE IN LOCATION APPROVED BY THE PROJECT MANAGER.
- CONTRACTOR SHALL ENSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO BEGINNING OF WORK.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL AREAS.
- CONCRETE MIX SHALL COMPLY WITH MIX DESIGN 3A42 PER CITY OF MINNEAPOLIS STANDARD SUPPLEMENTAL SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC INFRASTRUCTURE, 2014 EDITION.
- NO PLANTS WILL BE INSTALLED UNTIL FINAL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- PLAN TAKES PRECEDENCE OVER PLANT SCHEDULE IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS AND DETAILS TAKE PRECEDENCE OVER NOTES.
- PLANT MATERIALS TO BE INSTALLED PER PLANTING DETAILS.
- MATERIAL SHALL BE LOCATED AND STAKED AS SHOWN ON PLAN. THE PROJECT MANAGER MUST APPROVE STAKING OF PLANT MATERIAL PRIOR TO DIGGING.
- NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE PROJECT MANAGER BY THE CONTRACTOR PRIOR TO THE SUBMISSION OF BID AND/OR QUOTATION.
- CONTRACTOR SHALL PREPARE AND SUBMIT A WRITTEN REQUEST FOR THE PROJECT MANAGER ACCEPTANCE INSPECTION OF LANDSCAPE AND SITE IMPROVEMENTS PRIOR TO SUBMITTING FINAL PAY REQUEST.
- CONTRACTOR IS RESPONSIBLE FOR ONGOING MAINTENANCE OF NEWLY INSTALLED MATERIALS UNTIL TIME OF THE PROJECT MANAGER'S ACCEPTANCE. REFER TO SPECIFICATIONS FOR WARRANTY DETAILED INFORMATION.

LANDSCAPE LEGEND:



**PERKINS
+WILL**

84 10th St. South
Suite 200
Minneapolis, MN 55403
1612.851.5000
1612.851.5001
www.perkinswill.com

**Parking Lot
Improvements**

**CENEX
HARVEST
STATES**

5500 Cenex Drive
Inver Grove Heights, MN 55077

CIVIL ENGINEER

PIERCE PINI & ASSOCIATES
10600 UNIVERSITY AVENUE NW
COON RAPIDS, MN 55448
1783.537.1311
1612.455.2204

ELECTRICAL ENGINEER

DUNHAM ASSOCIATES, INC.
50 SOUTH SIXTH STREET, SUITE 100
MINNEAPOLIS, MN 55402
1612.465.7550
1612.465.7551

Revisions

**FOR REVIEW PURPOSES -
NOT FOR CONSTRUCTION**

NO	ISSUE	DATE
Sheet Information		
Date	08.04.2014	
Job Number	051506.001	
Drawn	ALN	
Checked	ALN	
Approved		
Title		

**LANDSCAPE
PLAN**

Sheet

L100

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Heather Botten

From: PattiRai Rudolph [2prudolph@comcast.net]
Sent: Monday, August 25, 2014 4:40 AM
To: Heather Botten
Subject: Planning Com. meeting statement 9/2/14

Importance: High

Dear Heather:

This is my statement to the Inver Grove Heights Planning Commission Public Hearing set for September 2, 2014 regarding CHS,INC. – Case No. 14-32PRV and the request for a Major Site Plan Review and Variance.

I have observed the corner of Cenex Drive and Babcock Trail on a daily basis from my deck for the last 15 years, as well as driven it myself nearly every day. Besides steadily increasing vehicle traffic over the years, it is a critical junction for MTC buses, school buses and commercial vehicles delivering to the G & M Store. There being no current traffic regulation except for stop signs on ONLY the Cenex Drive/55th St. East sides and NOT on Babcock Trail itself, I believe the addition of parking lots will further clog the intersection and endanger the safety of pedestrians and children as well as that of motorists who already use the road.

I have no problem with parking being added to the portion of Cenex Drive that borders Highway 52 at Upper 55th Street. It does not infringe on residential life in the neighborhood to a substantial degree. However, I ask the Planning Commission reject development of the two small parcels at the junction of Babcock Trail and Cenex Drive until such time the City conducts a full study of the traffic pattern at that corner and the possible addition of traffic lights before any additional parking lots are considered.

I thank you for your consideration of my statement and request.

Sincerely,

PattiRai Rudolph
5447 Babcock Trail
Suite 206
Inver Grove Heights, MN 55077
(612) 669-8851
mail to: 2prudolph@comcast.net

Heather Botten

From: Jennifer Connolly [jt2184@msn.com]
Sent: Saturday, August 23, 2014 8:08 AM
To: Heather Botten
Subject: CHS. INC- Case NO. 14-32PRV

Hello Heather,

My name is Jennifer Connolly and I live at 5445 Babcock Trail in the Cedar Woods Condos that are right across the street from CHS. I am writing to say I am against the expansion of the parking lot to across the street where there is a field of green grass, bushes and trees. I enjoy looking out and seeing that instead of a building or parking lot. It adds character and value to the area and I would hate to see that destroyed. During the spring there are flowers that bloom and it looks pretty and again gives the area character. Not to mention that you would be taking away from any animal life that happen to live there. I know their are trees where birds can build nests and I know geese go there to look for food as well. I also think with adding a parking lot it would take away any value of me wanting to sell my condo unit. Who is going to want to buy a place where across the street is this huge parking lot that you can see. I know it would definitely weigh on my decision if I was buying the place. Also with the parking lot lights would have to be added. My unit faces that side and I do not want bright lights shining in my windows at night I already get enough with the gas station. I have been in that parking lot and there are some spaces they have reserved that they could open up for employee parking. I propose they take a look at their own parking lot and figure it out instead of expanding and destroying nature.

Thank You for you time
Jennifer Connolly

**IMPROVEMENT AGREEMENT
FOR LOTS 2 AND 3, BLOCK 1,
CENEX 2ND ADDITION**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT
FOR LOTS 2 AND 3, BLOCK 1,
CENEX 2ND ADDITION**

THIS IMPROVEMENT AGREEMENT (Agreement) is made and entered into on the 8th day of September, 2014 by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

WHEREAS, the Developer has applied to the City for approval of the Development Plans;

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the Council has agreed to approve the Development Plans on the following conditions:

1. That the Developer enter into this Improvement Agreement, which contract defines the work which the Developer undertakes to complete; and
2. The Developer shall provide a cash deposit or letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such improvements within the period specified by the City.

WHEREAS, the Developer has filed four (4) complete sets of the Development Plans with the City;

WHEREAS, the Development Plans have been prepared by a registered professional engineer and have been submitted to and approved by the Director of PWD.

NOW, THEREFORE, subject to the terms and conditions of this Improvement Agreement and in reliance upon the representations, warranties and covenants of the parties herein contained, the City and Developer agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Terms. The following terms, unless elsewhere defined specifically in the Improvement Agreement, shall have the following meanings as set forth below.

1.2 City. "City" means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 Owner. "Owner" means CHS Inc., a Minnesota cooperative corporation, and its successors and assigns.

1.4 Developer. "Developer" means CHS Inc., a Minnesota cooperative corporation, and its successors and assigns.

1.5 Subject Property. "Subject Property" means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota, described on Exhibit A.

1.6 Development Plans. "Development Plans" means all the plans, drawings, specifications and surveys identified on the attached Exhibit B, and hereby incorporated by reference and made a part of this Improvement Agreement, as may be revised from time to time and approved by the City.

1.7 Improvement Agreement. "Improvement Agreement" means this instant contract by and between the City and Developer.

1.8 Council. "Council" means the Council of the City of Inver Grove Heights.

1.9 PWD. "PWD" means the Public Works Department of the City of Inver Grove Heights.

1.10 Director of PWD. "Director of PWD" means the Director of the Public Works Department of the City of Inver Grove Heights and his delegates.

1.11 County. "County" means Dakota County, Minnesota.

1.12 Other Regulatory Agencies. "Other Regulatory Agencies" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Water Management Organization
- e.) Metropolitan Council
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements.

1.13 Utility Companies. "Utility Companies" means and includes, jointly and severally, the following:

- a.) utility companies, including electric, gas and cable;
- b.) pipeline companies.

1.14 Prior Easement Holders. "Prior Easement Holders" means and includes, jointly and severally, all holders of any easements or other property interests in the Subject Property.

1.15 Developer Improvements. "Developer Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached Exhibit B.

1.16 Developer Public Improvements. "Developer Public Improvements" means and

includes, individually and collectively, all the improvements identified and checked on the attached Exhibit C that are further labeled "public". Developer Public Improvements are improvements to be constructed by the Developer within public right-of-way or public easements and which are to be approved and later accepted by the City. Developer Public Improvements are part of Developer Improvements.

1.17 Developer Default. "Developer Default" means and includes, individually and collectively, any of the following or any combination thereof:

- a.) failure by the Developer to timely pay the City any money required to be paid under the Improvement Agreement;
- b.) failure by the Developer to timely construct the Developer Improvements according to the Development Plans and the City standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) breach of the Developer Warranties.

1.18 Force Majeure. "Force Majeure" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, fires or explosions, and any other circumstance beyond the reasonable control of Developer.

1.19 Developer Warranties. "Developer Warranties" means that the Developer hereby warrants and represents the following:

- A. **Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.
- B. **No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.
- C. **Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.

- D. Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.
- E. No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting the Subject Property or the Development Plans or the Developer Improvements. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting the Developer which will adversely affect Developer's ability to perform its obligations hereunder. Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality in a manner which will adversely affect Developer's ability to perform its obligations hereunder.
- F. Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. Warranty On Proper Work and Materials.** The Developer warrants all Developer Public Improvements and erosion control required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer, at its own expense, shall be solely responsible for performing repair work required by the City within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.

The warranty period for drainage and erosion control improvements and storm water improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the drainage and erosion control improvements and storm water improvements shall also include the obligation of the Developer to repair and correct any damage to or deficiency with respect to such improvements.

- H. Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.
- I. Fee Title.** Owner owns fee title to the Subject Property.

1.20 **City Warranties.** “City Warranties” means that the City hereby warrants and represents as follows:

- A. **Organization.** City is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.
- B. **Authority.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement.
- C. **Knowledge.** City has no knowledge of any conditions on the Subject Property which may adversely affect the construction of the Developer Improvements or the Developer Public Improvements.

1.21 **Formal Notice.** Formal Notice means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to City: City of Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Owner: CHS Inc.
Attention: Ian Ellis, Corporate Facility Manager
5500 Cenex Drive
Inver Grove Heights, MN 55077

With Copy to: CHS Inc.
Attention Legal Department
P.O. Box 64089
St. Paul, MN 55164-0089

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

ARTICLE 2 **APPROVAL OF DEVELOPMENT PLANS**

2.1. **Approval of Development Plans.** The Development Plans are hereby approved by the City. The Developer agrees that no material changes shall be made to the Development Plans without prior approval by the Director of PWD, which approval shall not be unreasonably withheld, delayed or conditioned.

2.2. **Recording of Improvement Agreement.** The Developer shall record the Improvement Agreement with the County Recorder.

ARTICLE 3
DEVELOPER IMPROVEMENTS

3.1 Developer Improvements. The Developer shall install, at its own cost, the Developer Improvements in accordance with the Development Plans. The Developer Improvements shall be completed by the dates shown on Exhibit C, except as completion dates are extended by subsequent written action of the Director of PWD or by events of Force Majeure. Failure of the City to promptly take action to enforce this Improvement Agreement after expiration of time by which the Developer Improvements are to be completed shall not waive or release any rights of the City; the City may take action at any time thereafter, and the terms of this Improvement Agreement shall be deemed to be automatically extended until such time as the Developer Improvements are completed to the City's reasonable satisfaction.

3.2 Ground Material. The Developer shall insure that adequate and suitable ground material shall exist in the areas of utility improvements to be made by Developer and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of the Developer.

3.3 Drainage Plan and Easements. The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. If requested by the City, the Developer agrees to grant to the City all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the City shall be on the Subject Property and in writing, in recordable form.

3.4 Erosion Control. The Developer shall be responsible for all damage caused as the result of any grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way until improvements are completed. The City reserves the right to perform any necessary erosion control or restoration as required, if requirements are not complied with after Formal Notice by the City as stated in Article 12. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4
OTHER PERMITS

4.1 Permits. The Developer shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion and incorporated into the Development Plans. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the Developer to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Developer. The Developer shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of the Developer.

ARTICLE 5
OTHER DEVELOPMENT REQUIREMENTS

5.1 Miscellaneous Requirements. Any additional requirements for approval of the Development Plans as specified by the Council are incorporated herein, as set forth in Exhibit D.

ARTICLE 6
DEVELOPER PUBLIC IMPROVEMENTS

6.1 Approval of Contractors and Engineer. The general contractor and the engineer preparing plans and specifications selected by the Developer to design, construct or install any Developer Public Improvements must be approved in writing by the Director of PWD. The City has approved _____, as the general contractor, and _____ as the engineer.

6.2 Construction. The construction, installation, materials and equipment related to Developer Public Improvements shall be in accord with the Development Plans. The Developer shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The Developer shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any Developer Public Improvements.

6.3 Inspection. The PWD or its designated representative may periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the Improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 13 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 Faithful Performance of Construction Contracts. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.19(G) become defective or damaged in the opinion of the City.

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.19(G) and except as provided in the Storm Water Facilities Maintenance Agreement relating to the Subject Property and except as provided in the Agreement Relating to Landowner Improvements Within City Easement. If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement and the Developer shall be allowed a reasonable

time to make such corrections. If Developer fails to make the necessary corrections, in its discretion, the City may proceed under Article 12.

6.6 Engineering Submittals Required. One (1) copy, in AUTOCAD format, of the detailed record plan "as built" drawings of the Developer Improvements shall be provided by the Developer in accord with City standards no later than 90 days after completion and acceptance of the Developer Improvements by the City, unless otherwise approved in writing by the PWD. In addition, final quantity tabulations shall be required, which must include the following items:

1. As built plan prepared and signed by a registered engineer or registered land surveyor, in an electronic format.
2. Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD 2000 .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF files on compact disk.

ARTICLE 7 **RESPONSIBILITY FOR COSTS**

7.1 Developer Improvement Costs. The Developer shall pay for the Developer Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.

7.2 City Miscellaneous Expenses. The Developer shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement, and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

7.3 Enforcement Costs. To the extent the Developer is found by the City to be in default hereunder, the Developer shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including engineering and reasonable attorneys' fees.

7.4 Time of Payment. The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8 **DEVELOPER WARRANTIES**

8.1 Statement of Developer Warranties. The Developer hereby makes and states the Developer Warranties.

ARTICLE 9 **CITY WARRANTIES**

9.1 Statement of City Warranties. The City hereby makes and states the City

Warranties.

ARTICLE 10
INDEMNIFICATION OF CITY

10.1 Indemnification of City. Provided the City is not in Default under this Improvement Agreement or other agreements referenced herein, with respect to the particular matter causing the claim, loss or damage, Developer shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims; demands; actions; suits; proceedings; liabilities; actual losses, costs, expenses and damages; and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the Developer of the Developer Warranties;
- b.) failure of the Developer to timely construct the Developer Public Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen for construction of the Developer Public Improvements;
- e.) failure by the Developer to pay for materials for construction of the Developer Public Improvements; and
- f.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements.

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

11.1 City Remedies. If a Developer Default occurs, that is not caused by Force Majeure, the City shall give the Developer Formal Notice of the Developer Default and the Developer shall have thirty (30) days (or such longer time as may be reasonably necessary given the nature of the Default), to cure the Developer Default. If the Developer, after Formal Notice to it by the City, does not cure the Developer Default within such period, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;
- c.) the City may collect on the cash deposit pursuant to Article 12 hereof;

- d.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property.

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

11.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Improvement Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the Formal Notice.

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as reasonably determined by the Director of PWD, resulting from the Developer, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12 **ESCROW DEPOSIT**

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements, the Developer shall deposit with the City a cash deposit or letter of credit or other security acceptable to the City for the amounts stated in Exhibit E.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached Exhibit E. The bank and form of the irrevocable letter of credit or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2017. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2017, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2017.

The City shall use the cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit E to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on Exhibit D have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the cash deposit or letter of credit shall be reduced pursuant to Section 12.2 from time to time as financial obligations are paid.

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.19(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

If it is determined by the City that the Development Plans were not strictly adhered to, or that work was done without City inspection, the City may require, as a condition of acceptance, that the Developer post a irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the City deems reasonably necessary, not to exceed two (2) years. In the event that work, which is concealed, was done without permitting City inspection, then the City may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 13
MISCELLANEOUS

13.1 City's Duties. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any Developer Improvements.

13.2 No Third Party Recourse. Third parties shall have no recourse against the City under this Improvement Agreement.

13.3 Recording. The Improvement Agreement shall be recorded with the County Recorder and the Developer shall provide and execute any and all documents necessary to implement the recording. This Agreement shall automatically expire on the tenth anniversary of the date hereof and may be disregarded by subsequent owners of the Subject Property after that date. To the extent that the Subject Property is registered, the Examiner of Titles for Dakota County, Minnesota, is directed to delete this from the Certificate of Title for the Subject Property after the tenth anniversary of the date hereof.

13.4 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the Developer and Owner. This Improvement Agreement shall also run with and be binding upon any after acquired interest of the Developer and Owner in the Subject Property.

13.5 Contract Assignment. The Developer may not assign this Improvement Agreement without the written permission of the Council. The Developer's obligations hereunder shall continue in full force and effect, even if the Developer sells the Subject Property, provided that the liability of any owner of the Subject Property shall be limited to matters to the extent arising or accruing during such owner's period of ownership of the Subject Property.

13.6 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Improvement Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Improvement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Improvement Agreement, waive compliance by another with any of the covenants contained in this Improvement Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Improvement Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Improvement Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

13.7 Governing Law. This Improvement Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

13.8 Counterparts. This Improvement Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

13.9 Headings. The subject headings of the paragraphs and subparagraphs of this Improvement Agreement are included for purposes of convenience only, and shall not affect the

construction of interpretation of any of its provisions.

13.10 Inconsistency. If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon the Developer are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Developer shall prevail.

13.11 Access. The Developer hereby grants to 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 during the installation of Developer Improvements.

13.12 Consent. The Owner hereby consents to the recording of this Improvement Agreement.

IN WITNESS WHEREOF, the parties have executed this Improvement Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of September, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**OWNER:
CHS INC.**

By: _____

Its:

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of September, 2014, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of CHS Inc., a Minnesota cooperative corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the Board of Directors and said _____ acknowledged said instrument to be the free act and deed of the cooperative corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

AFTER RECORDING PLEASE

RETURN TO:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lots 2 and 3, Block 1, Cenex 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
LIST OF IMPROVEMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Civil Notes and Legend (C000)	August 4, 2014	Perkins + Will
2.) Site Demolition Plan (C100)	August 4, 2014	Perkins + Will
3.) Site Layout (C200)	August 4, 2014	Perkins + Will
4.) Grading and Drainage Plan (C300)	August 4, 2014	Perkins + Will
5.) Paving Plan (C400)	August 4, 2014	Perkins + Will
6.) SWPP Plan (C500 - C504)	August 4, 2014	Perkins + Will
7.) Civil Details (C505)	August 4, 2014	Perkins + Will
8.) Landscape Plan (L100)	August 4, 2014	Perkins + Will
9.) Landscape Schedule And Details (L200)	August 4, 2014	Perkins + Will

The above-listed Development Plans were approved by the City Engineer on September ____, 2014.

The Development Plans also include compliance by Developer and Owner with the conditions set forth in the following:

1. Letter from Barr Engineering Co. dated August 27, 2014.
2. E-mail correspondence from City Engineer Tom Kaldunski dated August 28, 2014.

The "Engineering Memos". The Engineering Memos are on file with the City.

The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer.

EXHIBIT C
DEVELOPER IMPROVEMENTS

The items checked with an "X" below are Developer Improvements.
The items checked with "Public" below are those Developer Improvements that are Developer Public Improvements.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	11-15-14	grading, drainage and erosion control
X	11-15-14	parking lot gravel base and base course
X	11-15-14	storm water infiltration basin (functional as determined by City Engineer)
X	11-15-14	storm sewer pipes (functional as determined by City Engineer)
X	11-15-14	retaining wall
X Public	11-15-14	pedestrian median with center island and crosswalk and signs
X	11-15-14	sidewalk along driveway (on east and north side of Cenex Drive)
X	11-15-14	access pathway
X	9-1-15	storm water infiltration basin (completed)
X	9-1-15	storm sewer pipes (completed)
X	9-1-15	parking lot wear course
X	9-1-15	landscaping /re-vegetation

EXHIBIT D
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1.) **CONDITIONS TO BE SATISFIED BEFORE DEVELOPER BEGINS CONSTRUCTION ACTIVITY FOR DEVELOPER IMPROVEMENTS.** Before the Developer begins construction of the Developer Improvements, all of the following conditions must be satisfied:
- a.) Developer and Owner must execute this Improvement Agreement.
 - b.) Developer must provide to the City of Inver Grove Heights the letter of credit escrow for Developer Improvements stated on Exhibit E of the Improvement Agreement.
 - c.) Developer must provide to the City of Inver Grove Heights the cash deposit for inspection fees stated on Exhibit E of the Improvement Agreement.
 - d.) Additionally, Developer must fully pay the City of Inver Grove Heights for all planning and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
 - e.) Developer or contractor performing construction services on behalf of the Developer shall provide a Certificate of Insurance naming the City as an additional insured as stated in paragraph 5 of this Exhibit D for the Developer Public Improvements.
 - f.) Developer and Owner must execute an Encroachment Agreement (as defined herein) for the access pathway, driveway and sidewalk over the drainage and utility easements on Lot 2, Block 2, Cenex Addition. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - g.) Developer and Owner must enter into a Storm Water Facilities Maintenance Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - h.) All of the following documents have been recorded and evidence of recording has been provided to the City:
 - Improvement Agreement
 - Encroachment Agreement for Lot 2, Block 2, Cenex Addition
 - Storm Water Facilities Maintenance Agreement
 - i.) Developer and Owner must obtain a drainage permit from the Minnesota Department of Transportation.

- j.) Developer and Owner must obtain a right-of-way permit from the Minnesota Department of Transportation for the conduit being placed in the right-of-way.
- 2.) **CONDITIONS TO BE SATISFIED BY NOVEMBER 15, 2014.** By November 15, 2014, the following conditions must be satisfied by Developer and Owner:
- a.) All of the conditions of paragraph 1 of this Exhibit D have been met.
 - b.) General site, grading, drainage and erosion control have been completed.
 - c.) The parking lot gravel base and base course have been installed.
 - d.) The storm water infiltration basin has been determined to be functional by the City Engineer.
 - e.) The storm sewer pipes have been determined to be functional by the City Engineer.
 - f.) The retaining wall has been installed.
 - g.) The pedestrian median with center island and crosswalk and signs have been installed.
 - h.) The sidewalk along the driveway on the east and north side of Cenex Drive has been installed.
 - i.) The access pathway has been installed.
- 3.) **CONDITIONS TO BE SATISFIED BY SEPTEMBER 1, 2015.** By September 1, 2015, the following conditions must be satisfied by Developer and Owner:
- a.) All the conditions in Paragraphs 1 and 2 of this Exhibit D have been met.
 - b.) The parking lot wear course has been installed.
 - c.) The storm water infiltration basin has been completed.
 - d.) The storm sewer pipes have been completed.
 - e.) The landscaping/re-vegetation has been completed.
- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit E shall include an appropriate amount as determined by the Director of Public Works to assure that the Developer removes any construction debris from streets adjoining the Subject Property and from private properties that adjoin the Subject Property. During the construction within the Subject Property the Developer is responsible for removing any construction debris (including paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets.

- 5.) **CERTIFICATE OF INSURANCE.** Developer or contractor performing construction services on behalf of Developer shall obtain a Certificate of Insurance naming the City of Inver Grove Heights as an additional insured for the Developer Public Improvements. The Certificate of Insurance shall be provided to the City prior to any construction of any Developer Public Improvements on the Subject Property.

- 6.) **PEDESTRIAN MEDIAN WITH CENTER ISLAND.** The pedestrian median with center island will be installed by the Developer. After installation and acceptance of the improvement by the City and Dakota County (if required), the pedestrian median with center island will become public and will be owned and maintained by the City.

- 7.) **ENCROACHMENT AGREEMENT.** Developer and Owner shall execute an Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement) for the access path, driveway and sidewalk over the drainage and utility easements on Lot 2, Block 2, Cenex Addition in the locations shown on the Site Layout and Grading and Drainage Plan and Paving Plan prepared by Perkins + Will dated August 4, 2014, revised _____, 2014.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.)	Grading, Drainage and Erosion Control	\$
2.)	Storm Water Facilities (infiltration basin and storm sewer pipes)	\$
3.)	Pedestrian median with center island and cross walk and signs	\$
4.)	Sidewalk	\$
5.)	Access Pathway	\$
6.)	Parking Lot	\$
7.)	Landscaping/re-vegetation	\$
8.)	Construction debris clean-up	\$
9.)	Certified As-Builts	\$
	SUBTOTAL:	\$
	<u>MULTIPLIED BY:</u>	x 1.25
	EQUALS:	\$
	ESCROW AMOUNT:	\$

EXHIBIT E
ESCROW CALCULATION
(Continued)

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer has also deposited \$4,000 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

This Engineering Escrow Amount shall be used to pay the City for engineering inspection fees at the City's standard rates charged for such tasks.

Subject to the following paragraph, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount not otherwise charged the Developer for engineering inspection performed by the City.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to the Developer Improvements on the Subject Property in the event such problems and deficiencies arise after the City has accepted the Developer Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Developer any remaining Escrow Retainage when all the following events have occurred:

- a.) The expiration of the warranty period under Section 1.19(G) of this Improvement Agreement.

To the extent the engineering inspection charges or the amount needed to correct any deficiencies and problems exceed the initially deposited \$4,000 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

**STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR
LOTS 2 AND 3, BLOCK 1, CENEX 2ND ADDITION**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 8th day of September, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and CHS Inc., a Minnesota cooperative corporation (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

1.2 City. “City” means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 Landowner. “Landowner” means CHS Inc., a Minnesota cooperative corporation, and its successors and its assigns.

1.4 Stormwater Facilities. “Stormwater Facilities” means each and all of the following, individually and collectively, to the extent located within the Landowner Property and not located within an easement granted to the City but located on the Landowner Property:

The storm water infiltration basin, pond, storm sewer pipes, drainage swales, culverts and appurtenances lying within the Landowner Property.

1.5 Stormwater Facility Plan. “Stormwater Facility Plan” means those certain plans dated August 4, 2014 and revised on September ____, 2014, prepared by Perkins + Will and approved by the City Engineer on September ____, 2014 which include plan sheets _____.

The Storm Water Facility Plan also includes modifications of the above referenced Stormwater Facility Plan as approved from time to time by the City Engineer.

1.6 Landowner Property. “Landowner Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on Exhibit A.

1.7 Responsible Owner. “Responsible Owner” means, jointly and severally, all of the following:

The fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

1.8 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Stormwater Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

1.9 Improvement Agreement. “Improvement Agreement” means that certain agreement between the Landowner and City dated September 8, 2014.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans for the Landowner Property as identified in the Improvement Agreement between the parties of the same date herewith.

Recital No. 3. The City is willing to approve the Development Plans if, among other things, Landowner executes this Stormwater Facilities Maintenance Agreement.

Recital No. 4. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of maintaining the Stormwater Facilities.
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Stormwater Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Stormwater Facilities.

- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Stormwater Facilities. Prior to November 15, 2014 (as extended by events of Force Majeure (as defined in the Improvement Agreement), Responsible Owner agrees that the Stormwater Facilities shall be constructed and installed in accordance with the Stormwater Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City pursuant to the Improvement Agreement.

3.2 Maintenance of Stormwater Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Stormwater Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Stormwater Facilities for as long as the Stormwater Facilities exist. The Responsible Owner shall also insure that the Stormwater Facilities always remain in compliance with the Stormwater Facility Plan. The responsibility of the Responsible Owner for maintaining the Stormwater Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Stormwater Facilities may arise on property outside of the Landowner Property.

3.3 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

The Standard of Maintenance shall comply with all of the following:

- a.) The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability);
- b.) The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works;
- c.) The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d.) The Standard of Maintenance shall comply with the Watershed Management Plan of the Watershed Management Organization for the Watershed District within which the Landowner Property is located.
- e.) The Standard of Maintenance shall include but not be limited to each of the following:

- i. The Responsible Owner shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
- ii. Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- iii. The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 60% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
- iv. The final Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Stormwater Facilities;
 - e. A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than

200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.

If the Stormwater Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

In January of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

3.4 Notice of Non-Compliance with Section 3.2 and 3.3; Cure Period. If the City's Director of Public Works ("DPW") determines, at his/her reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as reasonably determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Stormwater Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make

payment directly to the City within twenty (20) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner’s right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

3.7 Access.

The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Stormwater Facilities for the duration of the performance of the maintenance. The Landowner hereby grants to the City a right and license to access and enter the Landowner Property for the purpose of performing maintenance of the Stormwater Facilities for the duration of the performance of the maintenance.

3.8 Indemnification of City. Responsible Owner shall indemnify, defend and hold the City, its council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or

material men;

- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Stormwater Facilities; and
- d.) construction of the Stormwater Facilities.

3.9 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Landowner executes this Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement between the parties are met, the City will approve the Development Plans as defined in the Improvement Agreement for the Landowner Property.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement, provided, however, that the liability of any Landowner shall be limited to matters hereunder only to the extent arising or accruing during such Landowner's period of Ownership of the Landowner Property.

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this

Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

5.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

5.5 Consent. Landowner consents to the recording of this Agreement.

5.6 Notice. Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to City: City of Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Landowner: CHS Inc.
Attention: Ian Ellis, Corporate Facility Manager
5500 Cenex Drive
Inver Grove Heights, MN 55077

With Copy to: CHS Inc.
Attention Legal Department
P.O. Box 64089
St. Paul, MN 55164-0089

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

IN WITNESS WHEREOF Landowner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of September, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, legally described as follows:

Lots 2 and 3, Block 1, Cenex 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

STRUCTURE ID:		INSPECTION DATE/TIME:		INSPECTOR(S):		
LOCATION:				POND ID:		
EASEMENT						
ACCESSIBLE	Y	N				
STRUCTURES IN ESMT.	Y	N DESCRIPTION				
TREES IN ESMT.	Y	N LARGEST DIAMETER (INCHES)				
STRUCTURE	FES	PIPE	CB	SPCD	OTHER	
ATTRIBUTES	TRASH GUARD		WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	ACCEPTABLE		MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE	
END SECTION EROSION	Y	N				
FLOW CONDITION	FLOW PRESENT		NO FLOW	SUBMERGED		
COMMENTS						
VEGETATION/DEBRIS	WEEDS, ETC.		BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE	
RESTRICTING FLOW	Y	N				
COMMENTS						
SEDIMENT						
CONDITION**	NONE		MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS						
RIP RAP	PRESENT:		Y	N		
CONDITION**	OK		MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS						
ILLICIT DISCHARGE	DATE OF LAST RAINFALL EVENT:					
ODOR	Y	N		COMMENTS:		
COLOR	Y	N		COMMENTS:		
FLOATABLES IN DICHARGES	Y	N		COMMENTS:		
STAINS/DEPOSITS IN STRUCT.	Y	N		COMMENTS:		
MAINTENANCE PERFORMED:						
SIGNED:				DATE:		

* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe
 ** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

MEMO

TO: Barry Underdahl, Streets Superintendent
FROM: Mark Borgwardt, Parks Superintendent
DATE: September 4, 2014
SUBJECT: Proposed 2015 Parks Capital Equipment Purchases

The following prioritized list of Parks equipment has come up for replacement in 2015. Each item contains an explanation as to why it should be considered for replacement. Toro Workman #526, Towmaster Trailer T5T #540, Towmaster Trailer T-600 #541, Injector Turf Sprayer #545 and Aerway Aerator #554 are up for replacement in 2015 but are being deferred another year in recognition of tight budget resources.

- 2003 Sterling Acterra single axle truck with roll off Water Tank. #510 and #510 A.
This truck with roll off 1850 gallon water tank, replacement, was deferred in 2014. The truck is used primarily by Parks Division for the following: ice rink build up and maintenance, water approximately 2800 trees in mowed areas of parks, supplying portable water source for power washing graffiti , playground equipment vandalism, flushing tennis and basketball courts, wetting parking lots for sweeping, on-site water source when burning park prairies, cleaning picnic shelters, watering ag-lime ballfields infields, wash off parking lot islands, water source for wet-sawing concrete or bituminous, and a host of other park tasks where a portable water source is needed. Purchasing a dedicated tank truck could be used by all three Divisions - Parks, Streets and Utilities, year round. It would eliminate the need for Streets to install a water tank in a streets tandem truck every spring, freeing up that truck for paving season. It would also eliminate the need for Utilities to install a water tank in the back of their 1 ton truck, thus freeing up that truck for other Utilities tasks. Streets would have a dedicated tank truck with powerful front mid and rear flushers for flushing and street washing and sweeping. Those tasks could be accomplished in a more efficient and effective manner allowing crews to move on to other tasks. Utilities Division often needs a source of portable water, with pressure, when jetting, flushing or rinsing out structures. Staff suggests replacing this truck with a dedicated 2,500 to 3,000 gallon tank truck for use by all three divisions year round. It is an essential machine to get our work accomplished in an efficient and effective manner. Trading this machine now would avoid further depreciation and future repair and maintenance costs.
- 2006 Toro Groundsmaster 4x4 Re-cycler Mower (6 foot). #532
This mower replacement was deferred in 2014. This 6 foot mower is used primarily to mow 20 acres of non-irrigated turf at Rich Valley Park, boulevards, Doffing and Concord lots, Union Cemetery, non-park turf and other areas that are rough cut. The re-cycler mower deck works well in these areas. This piece of equipment is also used year round and equipped with a cab and broom in winter for snow removal at City Hall sidewalks and daily skating rink sweeping snow. Staff suggests replacing this 6 foot mower with cab and sweeper for winter maintenance. It is an essential machine to get our work accomplished in an efficient and effective manner. Trading this machine now would avoid further depreciation and future repair and maintenance costs.

2005 Ford F350 Pickup Truck. #504.

This 10 year old truck is a work horse for parks and streets maintenance and used year round by both divisions. It is equipped with a lift gate which gives it added versatility to moving and hauling heavier items in a pick- up. Parks uses it for hauling mower trailer to parks all spring, summer and fall, collecting and dumping 55 gallon trash barrels, transporting larger portable equipment such as generators, pumps, sod cutter, mowers, aerator, power washer etc. In the winter it is fitted with a snow plow and used by parks to plow skating rinks, trails and parking lots. It is also assigned to a street cul-de-sac route and manned with a park employee to help streets plow courts during a snow event. It is a 10 year old truck and staff recommends trading it now so we don't have too many trucks to replace in future years all at once. It is an essential machine to get our work accomplished in an efficient and effective manner. Trading this machine now would avoid further depreciation and future repair and maintenance costs.

2007 3520 John Deere Tractor. # 525

This tractor is used primarily at Rich Valley Athletic Complex. It is the workhorse piece of equipment that prepares all the ag-lime ball fields for daily use spring, summer and fall at Rich Valley. The tractor was modified with a belly mounted hydraulic blade that helps park crews maintain the grade on these highly used softball and baseball fields. It is fast, maneuverable; small enough to get in tight corners but powerful enough to move substantial ag-lime and other material. The belly blade and rear drag in the hands of a good operator, provide for an excellent playing surface. The tractor operates in very dusty and dirty conditions and is due per schedule for replacement. Parks operations at Rich Valley rely on this essential machine and cannot afford for this machine to go down. The tractor is used during the winter at the VMCC to clear snow from sidewalks when fitted with a front plow blade. This year round use at critical tasks in highly used facilities provides further justification for replacing this piece of equipment per schedule in 2015. It is an essential machine to get our work accomplished in an efficient and effective manner. Trading this machine now would avoid future repair and maintenance costs.

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 2, BLOCK 2, CENEX ADDITION
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 2, BLOCK 2, CENEX ADDITION, DAKOTA COUNTY, MINNESOTA (Agreement) is made this 8th day of September, 2014, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and by CHS Inc., a Minnesota cooperative corporation (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

1.1 **Terms.** Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

1.2 **City.** “City” means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 **Subject Land.** “Subject Land” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on the attached **Exhibit A.**

1.4 **City Easement.** “City Easement” means the following easement located on the Subject Land:

The permanent drainage and utility easements on the Subject Land dedicated to the City on the recorded plat of Cenex Addition, Dakota County, Minnesota located north of Cenex Drive.

1.5 Landowner. “Landowner” means CHS Inc., a Minnesota cooperative corporation, and its assigns and successors in interest with respect to the Subject Land during the period of time that it or they own fee title to the Subject Land.

1.6 Formal Notice. “Formal Notice” means notice given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage prepaid, addressed as follows:

IF TO CITY: City of City of Inver Grove Heights
Attention: Director of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER: CHS Inc.
Attn: Ian Ellis, Corporate Facility Manager
5500 Cenex Drive
Inver Grove Heights, MN 55077

WITH COPY TO: CHS Inc.
Attention Legal Department
P.O. Box 64089
St. Paul, MN 55164-0089

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.7 Landowner Improvements. “Landowner Improvements” means the access path, driveway and sidewalk located on the Subject Land lying within the City Easement in the locations shown on the Site Layout and Grading and Drainage Plan and Paving Plan prepared by Perkins + Will dated August 4, 2014 and revised _____, 2014, which is on file with the City.

1.8 City Easement Improvements. “City Easement Improvements” means all existing and future street, boulevard and sidewalk improvements and all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future, but excluding the Landowner Improvements.

1.9 City Right-of-Way Costs. “City Right-of-Way Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance, replacement, and expansion of the City’s Easement Improvements located in the City Easements and the placement of additional City Easement

Improvements in the City Easements. City Right-of-Way Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easements, and all engineering and attorneys' fees incurred in connection therewith. City Right-of-Way Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easements, if such costs have not already been paid by the Landowner.

1.10 Pre-Encroachment Costs. "Pre-Encroachment Costs" means a reasonable estimate by the City of the costs the City would have incurred for City Right-of-Way Costs if the Landowner Improvements did not exist.

1.11 Cost Differential. "Cost Differential" means the difference between the Pre-Encroachment Costs and the City Right-of-Way Costs caused by the Landowner Improvements. The City's reasonable determination of the amount of the Cost Differential shall be binding on the Landowner. The City's reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

1.12 Construction Plan. "Construction Plan" means the Site Layout (C200), Grading and Drainage Plan (C300) and Paving Plan (C400) dated August 4, 2014, revised September ____, 2014 prepared by Perkins + Will that were approved by the City Engineer on September ____, 2014. The Construction Plan is on file with the City.

ARTICLE 2 **RECITALS**

Recital No. 1. The undersigned Landowner is the fee title owner of the Subject Land located in Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

Recital No. 3. Landowner has requested permission from the City to construct the Landowner Improvements within the City Easement.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be constructed within the City Easement if the following conditions are met:

- a.) The Landowner maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.

- c.) The Landowner agrees to temporarily remove the Landowner Improvements from the City Easement in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the City Easement.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR ITSELF, AND ITS SUCCESSORS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Construction and Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the City agrees that the Landowner Improvements may be constructed within the City Easement at the locations shown on the Construction Plan. The Landowner Improvements shall only be at the locations specified in the Construction Plan.

Landowner, at its own expense, shall construct, maintain and repair the Landowner Improvements.

The Landowner shall not place any other structures, signs, buildings, fences, landscaping, trees or shrubs within the City Easement, except for the Landowner Improvements.

3.2 City Not Responsible For Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3 Continuing Right To City Easements Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Easements.

3.4 Subordinate Position Of Landowner Improvements. The Landowner Improvements in the City Easements are subordinate to the rights of the City in the City Easements and in the City Easement Improvements.

3.5 Risk Of Loss. The Landowner understands and agrees that the Landowner Improvements within the City Easements may be adversely affected by use of the City Easements. The parties agree that the City is not responsible for such events; the City shall have no liability to the Landowner for such events. The Landowner assumes the risk of installing the Landowner Improvements in the City Easements.

3.6 Landowner To Bear Cost Of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner thirty (30) days or such longer period of time as is reasonable under the circumstances from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within such period, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.6.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to the cure period or to Formal Notice to the Landowner to perform its obligations under Section 3.6, the City shall not be required to give such Formal Notice or to allow a cure period if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.7.

3.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then

the Landowner, at its own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner thirty (30) days or such longer period of time as is reasonable under the circumstances from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.9.

3.10 Remedies. If the Landowner fails to perform its obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Land.

Nothing in this Section shall be deemed to impair Landowner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.11 Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims; demands; actions; suits; proceedings, liabilities; actual losses, costs, expenses and damages; and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

- a.) The Landowner Improvements;
- b.) Installation and maintenance of the Landowner Improvements;
- c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Easement for the Landowner Improvements.

3.12 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner obligations contained in Article 3 if the Landowner does not perform such obligations.

3.13 No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

3.14 Recording. The Landowner shall record this Agreement with the Dakota County Recorder against the Subject Land and within 30 days after the date of this Agreement, the Landowner shall present evidence to the City that this Agreement has been recorded.

3.15 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the heirs, successors, administrators and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Subject Land acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

3.16 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

3.17 Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

3.18 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

3.19 Headings. The subject headings of the sections this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of September, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, legally described as follows:

- Lot 2, Block 2, Cenex Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◻*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

MEMO

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◻ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz and Bridget McCauley Nason
DATE: September 2, 2014
RE: Body Art Establishment Ordinance

Section 1. Background. The attached ordinance amendment related to body art establishments is on the agenda for second reading at the September 8, 2014 Council Meeting.

In 1998, the City Council adopted an ordinance regulating Tattoo and Body Piercing Establishments which is currently codified in Title 4, Chapter 9 of the City Code. In 2010, legislation was enacted which established a state-wide licensing program for establishments practicing tattooing or body piercing. Part of that legislation included the adoption of a definition of the term “body art,” which encompasses both tattooing and body piercing. Individuals who perform tattooing and/or body piercing are now referred to as “body art technicians.” Beginning Jan. 1, 2011, all body art technicians are required to be licensed by the state department of public health. In addition, the state will also license body art establishments, unless cities decide to regulate these establishments themselves. The statute allows cities the opportunity to license body art establishments, in which case a state license is not required, as long as the city’s regulations are more restrictive than state law. The reasons that Inver Grove Heights may choose to regulate body art establishments are as follows:

- To limit the number of licensed establishments;
- To restrict the types of body art procedures that can be performed;
- To regulate the license application requirements, including requiring background investigations and insurance;
- To prohibit mobile or temporary establishments, home parties, and home occupations.

In order to bring the city code provisions and language into conformity with the language used in state statutes regarding body art and to effectively regulate the wide variety of body art procedures which may be performed in the city, the attached ordinance amending various city code provisions is provided for council review and consideration. Key provisions of the proposed ordinance revisions include the following:

1. The ordinance contemplates repealing the current Tattoo and Body Piercing ordinance and replacing it with a new Body Art Ordinance.
2. City will issue up to 2 licenses for body art establishments.
3. City cannot license technicians, but can require that all technicians have a state license.
4. Certain individuals, such as doctors, dentists and other licensed professionals are exempt from the licensing requirements, as long as those procedures are done within their professional scope of practice.
5. Many new definitions are introduced, including different types of body art procedures: branding, micropigmentation, scarification, subdermal implantation, and suspension.
6. Background investigations and inspections are required of all licensees.
7. Temporary, mobile, and in-home establishments are not allowed.
8. Insurance in the amount of \$1,000,000 is required.
9. Additional reasons for denial, suspension, or revocation of a license, including health code issues, are listed.
10. Additional health and sanitation requirements are added, including requiring an accessible hand sink that is not located in a public restroom, at least one available bathroom, use of disposable razors only, and privacy barriers if requested.
11. Each client has to sign a disclosure and authorization form, which indicates whether the client has certain diseases or conditions. Each client also has to sign a consent form informing the client that tattooing is permanent and body piercing may leave scarring.
12. No one under the age of 18 can get a tattoo, regardless of parental consent.
13. Anyone under the age of 18 can get body piercing with parental consent, as long as it is not one of the prohibited piercings or prohibited body art procedures.

Section 2. Council Action. The Council is asked to consider and discuss the attached ordinance. Per Council direction, one change has been made to this ordinance since its presentation to the Council on August 25, 2014 for first reading, which is the inclusion of a requirement for body art establishments to keep on file for a period of three (3) years both the home and cellular phone numbers of all technicians and guest artists performing body art procedures in the licensed body art establishment. A separate ordinance updating the city's zoning ordinance with the revised terminology included in this ordinance will be presented to the Planning Commission and City Council in the near future.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

ORDINANCE NO. _____

**AN ORDINANCE REPEALING INVER GROVE HEIGHTS CITY CODE
TITLE 4, CHAPTER 9 REGARDING TATTOO AND BODY PIERCING
ESTABLISHMENTS AND ENACTING CITY CODE TITLE 4, CHAPTER 9
REGARDING BODY ART ESTABLISHMENTS AND AMENDING CITY CODE
CHAPTER 1, TITLE 10, SECTION 2(B)(12) AND CHAPTER 3, TITLE 2, SECTION 5
REGARDING LICENSE BACKGROUND INVESTIGATIONS AND APPROVAL AND
REFUSAL OF LICENSE FOR TATTOO AND BODY PIECING ESTABLISHMENTS**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Repeal and Replacement. Title 4, Chapter 9, of the Inver Grove Heights City Code is hereby repealed in its entirety and replaced as follows and the following is hereby ordained and adopted:

4-9-1: PURPOSE:

It is the purpose and intent of this chapter to establish standards and regulations relating to the practice of body art in order to prevent the transmission of communicable diseases and promote the general welfare of the public.

4-9-2: EXEMPTIONS:

The following individuals may perform body art procedures within the scope of their practice without a technician's license:

- A. A physician licensed under Minn. Stat., Chapter 147;
- B. A nurse licensed under Minn. Stat. Sections 148.171 to 148.285;
- C. A chiropractor licensed under Minn. Stat., Chapter 148;
- D. An acupuncturist licensed under Minn. Stat., Chapter 147B;
- E. A physician's assistant licensed under Minn. Stat., Chapter 147A;
- F. A dental professional licensed under Minn. Stat., Chapter 150A;
- G. A guest artist under Minn. Stat. Section 146B.04 who may perform body art

procedures in accordance with the requirements of Minn. Stat. Section 146B.04; or

- H. A person piercing only the outer perimeter or lobe of the ear using a pre-sterilized single-use stud-and-clasp ear-piercing system.

4-9-3: PROHIBITIONS:

No person shall:

- A. Conduct branding, cutting, subdermal implantation, microdermal, suspension, tongue bifurcation, or scarification of another person;
- B. Tattoo a minor;
- C. Pierce or tattoo the genitalia or nipples of a minor;
- D. Practice tattooing or piercing while under the influence of alcohol, controlled substances as defined in Minn. Stat. Section 152.01 subd. 4, or hazardous substances as defined in the rules adopted under Minn. Stat., Chapter 182;
- E. Perform body art procedures on any individual who appears to be under the influence of alcohol, controlled substances as defined in Minn. Stat. Section 152.01 subd. 4, or hazardous substances as defined in the rules adopted under Minn. Stat., Chapter 182; or
- F. Operate a body art establishment or perform body art procedures, unless exempted above, without a license.
- G. No technician shall administer anesthetic injections or other medications.

4-9-4: DEFINITIONS:

For the purposes of this chapter, the terms defined in this section have the following meanings:

AFTERCARE: Written instructions given to a client, specific to the procedure rendered, on caring for the body art and surrounding area. These instructions must include information on when to seek medical treatment.

ANTISEPTIC: An agent that destroys disease-causing microorganisms on human skin or mucosa.

BODY ART or BODY ART PROCEDURES: Physical body adornment using, but not limited to, tattooing and body piercing. Body art does not include practices and procedures that are performed by a licensed medical or dental professional if the procedure is within the professional's scope of practice.

BODY ART ESTABLISHMENT or ESTABLISHMENT: Any structure or venue, whether permanent, temporary, or mobile, where body art is performed. Mobile establishments include vehicle-mounted units, either motorized or trailered, and readily moveable without disassembling and where body art procedures are regularly performed in more than one geographic location.

BODY PIERCING: The penetration or puncturing of the skin by any method for the purpose of inserting jewelry or other objects in or through the body. Body piercing also includes branding, scarification, suspension, subdermal implantation, microdermal, and tongue bifurcation. Body piercing does not include the piercing of the outer perimeter or the lobe of the ear using a pre-sterilized single-use stud-and-clasp ear-piercing system.

BRANDING: An indelible mark burned into the skin using instruments of thermal cautery, radio frequency, and strike branding.

CITY: The City of Inver Grove Heights.

COMMISSIONER: The commissioner of health.

CONTAMINATED WASTE: Any liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; and sharps and any wastes containing blood and other potentially infectious materials, as defined in Code of Federal Regulations, Title 29, Section 1910.1030, known as "Occupational Exposure to Bloodborne Pathogens."

DEPARTMENT: The Department of Health.

EQUIPMENT: All machinery, including fixtures, containers, vessels, tools, devices, implements, furniture, display and storage areas, sinks, and all other apparatus and appurtenances used in the operation of a body art establishment.

GUEST ARTIST: An individual who performs body art procedures according to the requirements under Minn. Stat. Section 146B.04.

HAND SINK: A sink equipped with potable hot and cold water held under pressure, used for washing hands, wrists, arms, or other portions of the body.

HOT WATER: Water at a temperature of at least 110 degrees Fahrenheit.

JEWELRY: Any ornament inserted into a pierced area.

LIQUID CHEMICAL GERMICIDE: A tuberculocidal disinfectant or sanitizer registered with the Environmental Protection Agency.

MICRODERMAL: A single-point perforation of any body part other than an earlobe for the purpose of inserting an anchor with a step either protruding from or flush with the skin.

MICROPIGMENTATION or COSMETIC TATTOOING: The use of tattoos for permanent makeup or to hide or neutralize skin discolorations.

OPERATOR: Any person who controls, operates, or manages body art activities at a body art establishment and who is responsible for the establishment's compliance with these regulations, whether or not the person actually performs body art activities.

PROCEDURE AREA: The physical space or room used for conducting body art procedures.

PROCEDURE SURFACE: The surface area of furniture or accessories that may come into contact with the client's clothed or unclothed body during a body art procedure and the area of the client's skin where the body art procedure is to be performed and the surrounding area, or any other associated work area requiring sanitizing.

SCARIFICATION: An indelible mark fixed on the body by the production of scars.

SHARPS: Any object, sterile or contaminated, that may purposefully or accidentally cut or penetrate the skin or mucosa including, but not limited to, pre-sterilized single-use needles, scalpel blades, and razor blades.

SHARPS CONTAINER: A closed, puncture-resistant, leak-proof container, labeled with the international biohazard symbol, that is used for handling, storage, transportation, and disposal.

SINGLE USE: Products or items intended for onetime use which are disposed of after use on a client. This definition includes, but is not limited to, cotton swabs or balls, tissues or paper products, paper or plastic cups, gauze and sanitary coverings, disposable razors, piercing needles, tattoo needles, scalpel blades, stencils, ink cups, and protective gloves.

STERILIZATION: A process resulting in the destruction of all forms of microbial life, including highly resistant bacterial spores.

SUBDERMAL IMPLANTATION: The implantation of an object entirely below the dermis.

SUPERVISION: The physical presence of a technician licensed under this chapter while a body art procedure is being performed.

SUSPENSION: The suspension of the body from affixed hooks placed through temporary piercings.

TATTOOING: Any method of placing indelible ink or other pigments into or under the skin or mucosa with needles or any other instruments used to puncture the skin, resulting in permanent coloration of the skin or mucosa. Tattooing also includes micro-pigmentation and cosmetic tattooing.

TECHNICIAN or BODY ART TECHNICIAN: Any individual who is licensed under this chapter as a tattoo technician or as a body piercing technician or as both.

TEMPORARY BODY ART ESTABLISHMENT: Any place or premise operating at a fixed location where an operator performs body art procedures for no more than 21 days in conjunction with a single event or celebration.

TONGUE BIFURCATION: The cutting of the tongue from the tip to the base, forking at the end.

4-9-5: LICENSE REQUIREMENTS:

A. General Rule: No person acting individually or jointly with any other person may maintain, own, or operate a body art establishment in the City without being licensed by the City pursuant to this chapter. The City will issue no more than a total of two (2) body art establishment licenses to body art establishments within the City at any time.

B. Application: Each application for an initial establishment license and for renewal must comply with Section 3-2-5 of the City Code, as well as all requirements of this chapter.

C. Investigation: Prior to the issuance of a body art establishment license, an investigation is required pursuant to Section 1-10-2(B)(12) of this Code.

D. Inspection:

1. Access to Premises: The operator of the body art establishment shall, upon request of the City, permit City employees access to all parts of the establishment at any reasonable time for the purpose of inspection. The operator shall allow review of any records necessary for the City to ascertain compliance with this chapter, including all records required to be kept pursuant to the provisions of this chapter.
2. Interference with City employees: No person shall interfere with or hinder the City in the performance of its duties, or refuse to permit any City employee to make such inspections. Refusal to cooperate with an inspection is grounds for revocation or denial of a license.

E. Drawing of Premises: The applicant shall submit a scaled drawing of the premises with the license application. If the licensed premises is enlarged, altered, or extended after the issuance of the initial license, the licensee shall inform the City and provide an amended drawing.

F. Locations and Persons Ineligible for a License:

1. No license under this chapter shall be issued for a location:
 - a. That is a temporary body art establishment or mobile establishment.
 - b. That is located in a private residence.
 - c. That is licensed to sell alcoholic beverages.
 - d. That is not a compact and contiguous space as specified in the approved license application.
 - e. On which taxes, assessments, or other financial claims of the state, county, school district, or city are due, delinquent, or unpaid. In the event a suit has been commenced under Minn. Stat. Sections 278.01 through 278.03 questioning the amount or validity of such taxes, the city council may on application waive strict compliance with this provision; no waiver may be granted, however, for taxes or any portion thereof, which remain unpaid for a period exceeding one year after becoming due.
 - f. That is not properly zoned or does not have approved building permits, if required.
2. No license shall be issued to an applicant or an officer, director, partner or manager of body art establishment who:
 - a. Is a minor at the time the application is filed; or
 - b. Is not a citizen of the United States, a resident alien, or does not have the legal authority to be employed in the United States.

G. Hours of Operation: A licensed premises shall not be open for business before 7:00 a.m. or after 9:00 p.m.

H. Transfer of License: A body art establishment license must be issued to a specific person and/or entity and for a specific location. It is not transferable.

I. Records: The following information must be kept on file for three (3) years on the premises of the licensed establishment and must be made available for inspection upon request by the City:

1. A description of all body art procedures performed by the establishment;
2. Copies of the spore tests conducted on each sterilizer; and
3. The following information for each technician or guest artist employed or

performing body art procedures in the establishment:

- a. Name;
 - b. Home address;
 - c. Home and cellular telephone numbers;
 - d. Date of birth;
 - e. Copy of an identification photo; and
 - f. License number or guest artist license number.
4. For each client, the body art establishment operator shall maintain proper records of each procedure. The records of the procedure must be kept for three (3) years and must be available for inspection by the City upon request. The record must include the following:
- a. The date of the procedure;
 - b. The information on the required picture identification showing the name, age, and current address of the client;
 - c. A copy of the authorization form signed and dated by the client required under Section 4-9-9(B) of this chapter;
 - d. A description of the body art procedure performed;
 - e. The name and license number of the technician performing the procedure;
 - f. A copy of the consent form required under Section 4-9-9(D) of this chapter: and
 - g. If the client is under the age of 18 years, a copy of the consent form signed by the parent or legal guardian as required under Section 4-9-9(C)(1) of this chapter.

J. Insurance:

1. Professional Liability Insurance: All licensees shall have at all times a valid certificate of insurance issued by an insurance company licensed to do business in the state indicating that the licensee has current coverage of professional liability insurance in the amount of at least \$1,000,000.00.
2. Worker's Compensation Insurance: All licensees shall provide the City with proof of worker's compensation insurance as required by Minn. Stat. Section 176.182 for all its

employees.

4-9-6: BODY ART TECHNICIANS:

A. No individual may perform tattooing unless the individual holds a valid tattoo technician license issued by the Commissioner of Health under Minn. Stat. Section 146B.03, except as provided in Section 4-9-2 of this chapter.

B. No individual may perform body piercing unless the individual holds a valid body piercing technician license issued by the Commissioner of Health under Minn. Stat. Section 146B.03, except as provided in Section 4-9-2 of this chapter.

C. If an individual performs both tattooing and body piercing, the individual must hold a valid dual body art technician license.

4-9-7: DENIAL, SUSPENSION OR REVOCATION OF LICENSE:

A. Grounds for Denial, Suspension or Revocation: In addition to the grounds stated elsewhere in this chapter or the City Code, any license may be denied, suspended or revoked if any of the following conditions exist and the owner or operator of a licensed establishment may be ordered by the City to discontinue all operations of a licensed body art establishment:

1. Evidence of a sewage backup in an area of the body art establishment where body art activities are conducted;
2. Lack of potable, plumbed, or hot or cold water to the extent that hand washing or toilet facilities are not operational;
3. Lack of electricity or gas service to the extent that hand washing, lighting, or toilet facilities are not operational;
4. Significant damage to the body art establishment due to tornado, fire, flood, or another disaster;
5. Evidence of an infestation of rodents or other vermin;
6. Evidence of any individual performing a body art procedure without a license as required under this chapter;
7. Evidence of existence of a public health nuisance;
8. Use of instruments or jewelry that are not sterile;
9. Failure to maintain required records;

10. Failure to use gloves as required;
11. Failure to properly dispose of sharps, blood or body fluids, or items contaminated by blood or body fluids;
12. Failure to properly report complaints of potential blood-borne pathogen transmission to the Commissioner;
13. Evidence of a positive spore test on the sterilizer if there is no other working sterilizer with a negative spore test in the establishment;
14. The correct license fee has not been tendered to the city and, in the case of a check or bank draft, honored with payment upon presentation;
15. The operation, as proposed by the applicant, if permitted, would not comply with all applicable laws, including, but not limited to, the City's business, zoning and health regulations;
16. The applicant has operated a tattoo or body piercing establishment and has had a license denied, revoked or suspended for any of the reasons given in this section by the City or any other state or local agency within five (5) years prior to the date of the application;
17. The applicant, owner or operator has been convicted of any crime directly related to the business licensed and who has not shown competent evidence of sufficient rehabilitation and present fitness to perform the duties of the licensed business as prescribed by Minn. Stat. Section 364.03 subd. 3;
18. The applicant, owner or operator denies access to city or state officials who are attempting to determine compliance with the city code;
19. The applicant is not of good moral character or repute; or
20. Other good cause.

B. Hearing: The City Council or its designee may hold a hearing to take action on a body art establishment license pursuant to this chapter.

4-9-8: HEALTH AND SAFETY STANDARDS:

A. Establishment Standards: The body art establishment must meet the health and safety standards in this subdivision before a licensed technician may conduct body art procedures at the establishment.

1. There shall be no less than forty-five (45) square feet of floor space for each procedure area. The procedure area(s) must be separated from the bathroom, retail sales area, hair salon area, or any other area that may cause potential contamination

of work surfaces.

2. For clients requesting privacy, at a minimum, a divider, curtain, or partition must be provided to separate multiple procedure areas.
3. All procedure surfaces must be smooth, nonabsorbent, and easily cleanable.
4. The establishment must have an accessible hand sink that is not in a public restroom and is equipped with:
 - a. Hot and cold running water under pressure;
 - b. No touch faucet controls such as wrist or foot operated;
 - c. Liquid hand soap;
 - d. Single-use paper towels or a mechanical hand drier or blower;
 - e. A nonporous washable garbage receptacle with a foot-operated lid or with no lid and a removable liner; and
 - f. A sign reminding technicians to properly wash their hands.
5. The establishment must have at least one available bathroom equipped with a toilet and hand lavatory. The hand lavatory shall be supplied with:
 - a. Hot and cold running water under pressure;
 - b. Liquid hand soap;
 - c. Single-use paper towels or a mechanical hand drier or blower;
 - d. A garbage receptacle;
 - e. A door that closes; and
 - f. Adequate ventilation.
6. Ceilings in the body art establishment must be in good condition.
7. All walls and floors must be free of open holes or cracks and be washable and no carpeting may be in areas used for body art procedures unless the carpeting is entirely covered with a rigid, nonporous, easily cleanable material.
8. All facilities within the establishment must be maintained in a clean and sanitary condition and in good working order.

9. No animals may be present during a body art procedure, unless the animal is a service animal.

B. Standards for Equipment, Instruments, and Supplies: Equipment, instruments, and supplies must comply with the health and safety standards in this subdivision before a licensed technician may conduct body art procedures.

1. Jewelry used as part of a body art procedure must be made of surgical implant-grade stainless steel, solid 14-karat or 18-karat white or yellow gold, niobium, titanium, or platinum, or a dense low-porosity plastic. Use of jewelry that is constructed of wood, bone, or other porous material is prohibited.
2. Jewelry used as part of a body art procedure must be free of nicks, scratches, or irregular surfaces and must be properly sterilized before use.
3. Reusable instruments must be thoroughly washed to remove all organic matter, rinsed, and sterilized before and after use.
4. Needles must be single-use needles and sterilized before use.
5. Sterilization must be conducted using steam heat or chemical vapor.
6. All sterilization units must be operated according to the manufacturer's specifications.
7. At least once a month, but not to exceed 30 days between tests, a spore test must be conducted on each sterilizer used to ensure proper functioning. If a positive spore test result is received, the sterilizer at issue may not be used until a negative result is obtained.
8. All inks and other pigments used in a body art procedure must be specifically manufactured for tattoo procedures.
9. Immediately before applying a tattoo, the ink needed must be transferred from the ink bottle and placed into single-use paper or plastic cups. Upon completion of the tattoo, the single-use cups and their contents must be discarded.
10. All tables, chairs, furniture, or other procedure surfaces that may be exposed to blood or body fluids during the body art procedure must be cleanable and must be sanitized after each client with a liquid chemical germicide.
11. Single-use towels or wipes must be provided to the client. These towels must be dispensed in a manner that precludes contamination and disposed of in a nonporous washable garbage receptacle with a foot-operated lid or with no lid and a removal liner.

12. All bandages and surgical dressings used must be sterile or bulk-packaged clean and stored in a clean, closed nonporous container.
13. All equipment and instruments must be maintained in good working order and in a clean and sanitary condition.
14. All instruments and supplies must be stored clean and dry in covered containers.
15. Single-use disposable barriers or a chemical germicide must be used on all equipment that cannot be sterilized as part of the procedure as required under this section including, but not limited to, spray bottles, procedure light fixture handles, and tattoo machines.

C. Standards for Body Art Procedures: All body art procedures must comply with the health and safety standards in this subdivision.

1. The skin area subject to a body art procedure must be thoroughly cleaned with soap and water, rinsed thoroughly, and swabbed with an antiseptic solution. Only single-use towels or wipes may be used to clean the skin.
2. Whenever it is necessary to shave the skin, a new disposable razor must be used for each client. The disposable razor must be discarded after use.
3. No body art procedure may be performed on any area of the skin where there is an evident infection, irritation, or open wound.
4. Glove Use:
 - a. Single-use nonabsorbent gloves of adequate size and quality to preserve dexterity must be used for touching clients, for handling sterile instruments, or for handling blood or body fluids.
 - b. Non-latex gloves must be used with clients or employees who request them or when petroleum products are used.
 - c. Gloves must be changed if a glove becomes damaged or comes in contact with any non-clean surface or objects or with a third person.
 - d. At a minimum, gloves must be discarded after the completion of a procedure on a client.
 - e. Hands and wrists must be washed before putting on a clean pair of gloves and after removing a pair of gloves.
 - f. Gloves shall not be reused.

D. Standards for Technicians: Technicians must comply with the health and safety standards in this subdivision.

1. Technicians must scrub their hands and wrists thoroughly before and after performing a body art procedure, after contact with the client receiving the procedure, and after contact with potentially contaminated materials.
2. A technician may not smoke, eat, or drink while performing body art procedures.
3. A technician may not perform a body art procedure if the technician has any open sores visible or in a location that may come in contact with the client.
4. Technicians shall wear clean clothing and use a disposable barrier such as a lap cloth when performing body art procedures.
5. For each client, single use disposable barriers shall be provided on all equipment used as part of a procedure that cannot be sterilized. Examples include spray bottles, light fixture handles, and tattoo machines.
6. Technicians shall not allow clients to leave the procedure area without first covering the tattooed area with a bandage or other clean covering.

E. Contamination Standards:

1. Infectious waste and sharps must be managed according to Minn. Stat. Sections 116.76 to 116.835 and must be disposed of by an approved infectious waste hauler at a site permitted to accept the waste, according to Minnesota Rules, Parts 7035.9100 to 7035.9150. Sharps ready for disposal must be disposed of in an approved sharps container.
2. Contaminated waste that may release liquid blood or body fluids when compressed or that may release dried blood or body fluids when handled must be placed in an approved red bag that is marked with the international biohazard symbol.
3. Contaminated waste that does not release liquid blood or body fluids when compressed or handled may be placed in a covered receptacle and disposed of through normal approved disposal methods.
4. Storage of contaminated waste on site must not exceed the overflow level of any container.

4-9-9: PROFESSIONAL STANDARDS:

A. Proof of Age: A technician shall require proof of age before performing any body art procedure on a client. Proof of age must be established by one of the following methods:

1. A valid driver's license or identification card issued by the state of Minnesota or another state that includes a photograph and date of birth of the individual;
2. A valid military identification card issued by the United States Department of Defense;
3. A valid passport;
4. A resident alien card; or
5. A tribal identification card.

B. Disclosure and Authorization Form:

1. Before performing any body art procedure, the technician must provide the client with a disclosure and authorization form that indicates whether the client has:
 - a. Diabetes;
 - b. A history of hemophilia;
 - c. A history of skin diseases, skin lesions, or skin sensitivities to soap or disinfectants;
 - d. A history of epilepsy, seizures, fainting, or narcolepsy;
 - e. Any condition that requires the client to take medications such as anticoagulants that thin the blood or interfere with blood clotting; or
 - f. Any other information that would aid the technician in the body art procedure process evaluation.
2. The form must include a statement informing the client that the technician shall not perform a body art procedure if the client fails to complete or sign the disclosure and authorization form, and the technician may decline to perform a body art procedure if the client has any identified health conditions.
3. The technician shall ask the client to sign and date the disclosure and authorization form confirming that the information listed on the form is accurate.

C. Minors; Parent or Legal Guardian Consent; Prohibitions:

1. A technician may perform body piercings on an individual under the age of 18 if the individual's parent or legal guardian is present and a consent form under Section 4-9-9(D) of this chapter and the authorization form under Section 4-9-

9(B)(1) of this chapter is signed by the parent or legal guardian in the presence of the technician, and the piercing is not prohibited under Section 4-9-9(C)(3) of this chapter.

2. No technician shall tattoo any individual under the age of 18 regardless of parental or guardian consent.
3. No nipple or genital piercing, branding, scarification, suspension, subdermal implantation, microdermal, or tongue bifurcation shall be performed by any technician on any individual under the age of 18 regardless of parental or guardian consent.

D. Consent Form: Before performing a body art procedure, the technician shall obtain from the client a signed and dated informed consent form. The consent form must disclose:

1. That a tattoo is considered permanent and may only be removed with a surgical procedure and that any effective removal may leave scarring; or
2. That body piercing may leave scarring.

E. Personal Privacy: Before performing any body art procedure, the technician shall offer and make available to the client personal draping, as appropriate.

F. Aftercare Instructions: A technician shall provide each client with verbal and written instructions for the care of the tattooed or pierced site upon the completion of the procedure. The written instructions must advise the client to consult a health care professional at the first sign of infection.

G. State and Local Public Health Regulations: An operator and technician shall comply with all applicable state, county, and City requirements regarding public health.

H. Notification: The operator of the body art establishment shall immediately notify the Commissioner and the local health authority of any reports of a potential blood-borne pathogen transmission.

Section Two. Amendment. Title 1, Chapter 10, Section 2(B)(12) of the Inver Grove Heights City Code is hereby amended to read as follows:

12. ~~Tattoo and body piercing establishments~~ Body art establishments

Section Three. Amendment. Title 3, Chapter 2, Section 5 of the Inver Grove Heights City Code is hereby amended to read as follows:

Where the approval of any city officer or state officer or the city council is required prior to the issuance of a license, the approval must be presented to the clerk before the license is issued. No

license may be approved by any city officer or issued by the clerk if it appears that the conduct of the activity for which a license is sought will be contrary to the health, safety or welfare of the public or any regulation, law or ordinance applicable to such activity. The following licenses will not be approved if there are any outstanding debts or delinquencies on taxes or special assessments due to the city:

Automobile sales.

Automobile service stations.

Bowling alleys.

Contractors.

Dance halls.

Garbage collection.

Liquor sales.

Pawnbrokers and precious metal dealers.

Saunas, massage parlors, escort services and employees.

~~Tattoo and body piercing establishments.~~ Body art establishments.

Therapeutic massage businesses.

Section Four. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this _____ day of _____, 2014.

Ayes:

Nays:

Attest:

George Tourville, Mayor

Melissa Kennedy, Deputy City Clerk