

# City Council

## REGULAR MEETING AGENDA

**April 7, 2020 – 6:30 pm**  
Council Chambers  
Golden Valley City Hall  
7800 Golden Valley Road

This meeting will be held via Webex in accordance with the local emergency declaration made by the City under Minn. Stat. § 12.37. The public may monitor this meeting by watching on Comcast cable channel 16, by streaming on [CCXmedia.org](http://CCXmedia.org), or by calling 1-415-655-0001 and entering the meeting code 280-875-281. The public may participate in this meeting during public comment sections, including the public forum beginning at 6:20 pm, by calling 763-230-7454. Additional information about monitoring electronic meetings is available on the [City website](#). For technical assistance, please contact the City at 763-593-8007 or [webexsupport@goldenvalleymn.gov](mailto:webexsupport@goldenvalleymn.gov). If you incur costs to call into the meeting, you may submit the costs to the City for reimbursement consideration.

### 1. Call to Order

- A. Pledge of Allegiance
- B. Roll Call

**Pages**

### 2. Additions and Corrections to Agenda

### 3. Consent Agenda

Approval of Consent Agenda - All items listed under this heading are considered to be routine by the City Council and will be enacted by one motion. There will be no discussion of these items unless a Council Member so requests in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda.

- A. Approval of Minutes:
  - 1. City Council Meeting – March 17, 2020 3-6
- B. Approval of City Check Register 7
- C. Approval of Licenses
  - 1. Approve Off-Sale 3.2 Malt Liquor License – Golden Valley Holiday #3520 8
- D. Minutes of Boards and Commissions
  - 1. Bassett Creek Watershed Management Commission – February 20, 2020 9-15
- E. Approval of Bids, Quotes and Contracts:
  - 1. Consideration of Construction Bids for the 2020 Council Chambers Renovation Project No. 19-05 16
  - 2. Consideration of Audiovisual Bids for the 2020 Council Chambers Renovation Project No. 19-05 17

### 4. Public Hearing

- A. Public Hearing – Ordinance #680 – Sweeney Lake Woods PUD No. 120, Amendment #1 18-57
- B. Public Hearing – Adopt Special Assessments for 2020 Pavement Management Program 20-22 58-66



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**5. Old Business**

**6. New Business**

All Ordinances listed under this heading are eligible for public input.

- A. 2020 Pavement Management Program
  - 1. Award Construction Contract for 2020 Pavement Management Program 67-108
  - 2. Award the Construction Observation and Engineering Services Agreement for the 2020 Pavement Management Program 109-125
- B. Second Consideration - Ordinance #679 - Census Enumerator Access to Multi-Family Buildings 126-129
- C. COVID-19 Pandemic Emergency Administrative Actions 20-23 130-173
- D. Review of Council Calendar
- E. Mayor and Council Communications
  - 1. Other Committee/Meeting updates

**7. Adjournment**

## City Council

March 17, 2020 – 6:30 pm

### REGULAR MEETING MINUTES

In light of the recently declared COVID-19 health pandemic, the Mayor of the City of Golden Valley declared a local emergency under Minnesota Statute, section 12.37. In accordance with that declaration, beginning on March 16, 2020, all meetings of the City Council held during the emergency were conducted by telephone or other electronic means.

The City used WebEx to conduct this meeting electronically. Members of the public were able to monitor the meetings by watching it on Comcast cable channel 16, by streaming it on [CCXmedia.org](http://CCXmedia.org), and by dialing in to the public call-in line. The public was able to participate in this meeting during public comment sections, including the public forum, by dialing in to the public call-in line.

#### 1. Call to Order

Mayor Harris called the meeting to order at 6:30 pm.

##### 1A. Pledge of Allegiance

##### 1B. Roll Call

Present: Mayor Shep Harris, Council Members Larry Fonnest, Maurice Harris, Gillian Rosenquist and Kimberly Sanberg

Staff present: City Manager Cruikshank, City Attorney Cisneros and City Clerk Luedke

##### 1C. Local Emergency Declaration in response to COVID-19 Pandemic

City Manager Cruikshank provided background information on the Proclamation Mayor Harris declared on March 16, 2020, declaring a Local Emergency. The Council commended the City Manager and staff on their efforts during the Pandemic.

**MOTION** made by Council Member Fonnest, seconded by Council Member Rosenquist to adopt **Resolution 20-15**, Recognizing and Continuing Local Emergency in Response to COVID-19 Pandemic. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

#### 2. Additions and Corrections to Agenda

**MOTION** made by Council Member Rosenquist, seconded by Council Member Harris to approve the agenda of March 17, 2020, as submitted. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

### 3. Approval of Consent Agenda

**MOTION** made by Council Member Rosenquist, seconded by Council Member Sanberg to approve the consent agenda of March 17, 2020, as submitted. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

**3A.** Approval of Minutes:

3A1. City Council Executive Session – March 4, 2020

3A2. City Council Meeting – March 4, 2020

**3B.** Approve City Check Register and authorize the payments of the bills as submitted.

**3C.** Licenses:

3C1. Approve renewal of the Solid Waste and Recycling Collections licenses for the period of April 1, 2020, through March 31, 2021, as follows: Ace Solid Waste, Aspen Waste, Baldy Sanitation, Curbside Waste Inc., Darling Ingredients Inc., Dick’s Sanitation, Randy’s Environmental Services, Republic Services, Suburban Waste, and Waste Management.

3C2. Approve renewal of the Amusement Device licenses for the period of April 1, 2020, through March 31, 2021, as follows: American Amusement Arcades, Schuller’s Tavern and Theisen Vending Company.

3C3. Approve renewal of the Gas Station and Gas Dispenser licenses for the period of April 1, 2020, through March 31, 2021, as follows: Freddie’s Petroleum, Inc., Feist Automotive, General Mills, Golden Valley Country Club, Gregg and Jim’s Service, Inc., Holiday Stationstores, Inc., Jim Lupient Oldsmobile, Linn Retail Centers, Inc., Mainline Transportation, Inc., Regency Hospital, Speedway #4443 & #4497, and Theodore Wirth Par 3.

3C4. Receive and file the gambling license exemption and approve the waiver of notice requirement for School of Engineering & Arts PTA.

3C5. Receive and file the gambling license exemption and approve the waiver of notice requirement for The Arthritis Foundation, Inc.

3C6. Approve a temporary on-sale liquor license for Born Passion, 4294 Dahlberg Drive, for their event at Theodore Wirth Golf Course, 1301 Theodore Wirth Parkway on June 19, 2020.

**3D.** Minutes of the Boards and Commissions:

3D1. Planning Commission – February 24, 2020

**3E.** Approval of Bids, Quotes and Contracts:

3E1. Authorize the Mayor and City Manager to execute the Professional Services Agreement for the 2020 Pond Maintenance Project with WSB & Associates, Inc, in the form approved by the City Attorney in an amount not to exceed \$44,300.

3E2. Approve the purchase of 3 pickups from Midway Ford in the amount of \$101,086.60 and purchase of utility box from Twin Star Equipment & Mfg. in the amount of \$9,740.95.

3E3. Authorize the Mayor and City Manager to execute an agreement for Design Services for Douglas Drive and Trunk Highway 55 Pedestrian Underpass and Roundabout Project #20-19 in the form approved by the City Attorney with WSB & Associates for an amount not to exceed \$74,924.

**3. Approval of Consent Agenda - continued**

**3F.** Adopt **Resolution 20-19**, supporting legislation that would authorize cities to collect infrastructure development fees to fund municipal street improvements, including street Improvements, as a necessary component of growth and redevelopment.

**4. Public Hearing**

**5. Old Business**

**6. New Business**

**6A. First Consideration - Ordinance 679 - Census Enumerator Access to Multi-family Buildings**

City Attorney Cisneros presented the staff report and answered questions for Council. City Manager Cruikshank answered questions from Council.

The Council encouraged Golden Valley residents to complete the 2020 U. S. Census.

Mayor Harris stated that per the Council's agenda all ordinance listed under new business are eligible for public input. The following participant addressed the Council.

Ms. Cathy Waldhauser, 3220 Orchard Avenue, said she supports adopting the ordinance that would provide access to apartments and condominiums by United State Census Bureau employees because it is important that everyone is counted through the Census.

**MOTION** made by Council Member Rosenquist, seconded by Council Member Harris to adopt the first consideration Ordinance #679, concerning access to Multi-unit Housing Structures by United States Census Bureau Employees. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

**6B. Review of Council Calendar**

Mayor Harris stated that all upcoming City events have been cancelled though at least April 3, 2020.

**6C. Mayor and Council Communication**

Council Member Harris said he attended the TIDES Task Force forum and that it was a great event. Council Member Rosenquist said she also attended the forum and said that she appreciated the efforts of the Communications team during the event.

Council Member Sanberg said residents should continue to check the City of Golden Valley's website and other social media outlets for updates on the timeline for upcoming meetings and updated COVID-19 information.

**6C. Mayor and Council Communication - continued**

Mayor Harris thanked City staff for a great State of the City event on March 6, 2020, and said that the event was well attend. Mayor Harris also reminded residents that the local food shelves such as PRISM are in dire need of donations.

**7. Adjourn**

**MOTION** made by Council Member Rosenquist, seconded by Council Member Sanberg to adjourn the meeting at 7:14 pm. Upon a vote being taken, the following voted in favor of: Larry Fonnest, Maurice Harris, Shep Harris, Gillian Rosenquist, and Kimberly Sanberg, the following voted against: none and the motion carried.

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Shepard M. Harris, Mayor

ATTEST:

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Kristine A. Luedke, City Clerk



# EXECUTIVE SUMMARY

## Administrative Services

763-593-8013 / 763-593-3969 (fax)

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**Golden Valley City Council Meeting**  
**April 7, 2020**

### **Agenda Item**

3. B. Approval of City Check Register

### **Prepared By**

Sue Virnig, Finance Director

### **Summary**

Approval of the check register for various vendor claims against the City of Golden Valley.

### **Financial Or Budget Considerations**

The check register has a general ledger code as to where the claim is charged. At the end of the register is a total amount paid by fund.

### **Recommended Action**

Motion to authorize the payment of the bills as submitted.

### **Supporting Documents**

Document is located on city website at the following location:

<http://weblink.ci.golden-valley.mn.us/WebLink/browse.aspx?id=717279&dbid=2&repo=GoldenValley>

The check register for approval:

- 03/20/20 Check Register
- 04/03/20 Check Register



# EXECUTIVE SUMMARY

## City Administration

763-593-8006 / 763-593-8109 (fax)

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### Golden Valley City Council Meeting

April 7, 2020

#### **Agenda Item**

3. C. 1. Off-Sale 3.2 Percent Malt Liquor License – Golden Valley Holiday #3520

#### **Prepared By**

Kris Luedke, City Clerk

#### **Summary**

Linn Retail Centers, Inc. dba Golden Valley Holiday #3520 has submitted an application for an Off-Sale 3.2 % Malt Liquor License. The Golden Valley Holiday station is located at 600 Boone Avenue.

The application has been reviewed and the required documents are in order. The Golden Valley Police Department has conducted background investigation and recommends approval of the license.

#### **Financial Or Budget Considerations**

Fees received for liquor licenses help to defray costs the City incurs to administer license requirements.

#### **Recommended Action**

Motion to approve the issuance of an Off-Sale 3.2 % Malt Liquor License to Golden Valley Holiday #3520 located at 600 Boone Avenue for the period of April 7, 2020, through June 30, 2020.



## Bassett Creek Watershed Management Commission

**Minutes of Regular Meeting  
Thursday, February 20, 2020  
8:30 a.m.**

**Golden Valley City Hall, Golden Valley MN**

### 1. CALL TO ORDER and ROLL CALL

On Thursday, February 20, 2020 at 8:33 a.m. in the Council Conference Room at Golden Valley City Hall (7800 Golden Valley Rd.), Vice Chair Welch called the meeting of the Bassett Creek Watershed Management Commission (BCWMC) to order.

#### Commissioners and city staff present:

City	Commissioner	Alternate Commissioner	Technical Advisory Committee Members (City Staff)
Crystal	Dave Anderson	<i>Vacant Position</i>	<i>Absent</i>
Golden Valley	Stacy Harwell (Treasurer)	<i>Absent</i>	Jeff Oliver
Medicine Lake	<i>Absent</i>	Gary Holter	<i>Absent</i>
Minneapolis	Michael Welch (Vice Chair)	<i>Vacant Position</i>	<i>Absent</i>
Minnetonka	Mike Fruen	<i>Vacant Position</i>	Leslie Yetka
New Hope	<i>Absent</i>	Patrick Crough	Megan Hedstrom
Plymouth	Jim Prom	Catherine Cesnik	Ben Scharenbroich
Robbinsdale	<i>Vacant Position</i>	<i>Absent</i>	Marta Roser, Richard McCoy
St. Louis Park	Jim de Lambert	Patrick Noon	Erick Francis
<b>Administrator</b>	Laura Jester, Keystone Waters		
<b>Engineer</b>	Karen Chandler, Barr Engineering		
<b>Recorder</b>	Dawn Pape, Lawn Chair Gardener		
<b>Legal Counsel</b>	Dave Anderson, Kennedy & Graven		
<b>Presenters/ Guests/Public</b>	McKenzie Erickson, resident Meg Rattei, Barr Engineering Senior Biologist		

**2. PUBLIC FORUM ON NON-AGENDA ITEMS**

No residents present

**3. APPROVAL OF AGENDA**

**MOTION:** Commissioner Welch moved to approve the agenda. Commissioner Harwell seconded the motion. Upon a vote, the motion carried 8-0, with the City of Robbinsdale absent from the vote.

**4. CONSENT AGENDA**

Commissioner Welch requested to remove items 4G and 4J from consent agenda and add them to the business agenda as 6F and 6G. Administrator Jester noted the revised FY2019 year end financial report distributed to commissioners at the beginning of the meeting.

The following items were approved as part of the amended consent agenda: January 16, 2020 commission meeting minutes, financial reports, payment of invoices, approval of Resolution 20-03 Designating Depositories for BCWMC Funds, approval of Resolution 20-04 Transferring Funds from Administrative Fund to Long-Term Funds for Next Generation Plan Development, approval to designate *Finance and Commerce* as the official news publication of the BCWMC, approval of contract with HDR, Inc. for website hosting and maintenance, approval of contract with Lawn Chair Gardener for 2020 administrative services, approval of Golden Valley 2020 Pavement Management Program (PMP) project.

The general and construction account balances reported in the FY2019 year-ed Financial Report are as follows:

Checking Account Balance	626,281.26
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TOTAL GENERAL FUND BALANCE	626,281.26
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TOTAL CASH & INVESTMENTS ON-HAND (2/12/20)	\$3,910,099.37
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CIP Projects Levied – Budget Remaining	\$ (5,942,627.84)
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Closed Projects Remaining Balance	\$ (521,576.18)
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2012-2017 Anticipated Tax Levy Revenue	\$ 8,525.14
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2018 Anticipated Tax Levy Revenue	\$ 11,050.60
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Anticipated Closed Project Balance	\$ (502,100.44)
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**MOTION:** Alternate Commissioner Holter moved to approve the consent agenda as amended. Commissioner Welch seconded the motion. Upon a vote, the motion carried 8-0, with the City of Robbinsdale absent from the vote.

**5. ORGANIZATIONAL MEETING**

**A. Elect Officers**

Chair Prom asked for the nomination of officers.

**MOTION:** Commissioner Welch moved to elect the current slate of officers including Chair Jim Prom, Vice Chair Michael Welch, Secretary Jim de Lambert, and Treasurer Stacy Harwell. Alternate Commissioner Holter seconded the motion. Upon a vote, the motion carried 8-0, with the City of Robbinsdale absent from the vote.

**B. Review 2020 Commission Calendar and Areas of Work**

Administrator Jester reviewed the Commission's 2020 meeting calendar and areas of work, noting that the list of items in the calendar is not a complete list of all business over the course of the year, only the regular issues known to be coming to the Commission. She reminded Commissioners this calendar is updated monthly and always included with the "information only" items on the agenda.

**C. Appoint Committee Members**

Administrator Jester noted that committees serve an important function, and that committee members can be alternate or primary commissioners, TAC members, and even others outside of the commission. The following people volunteered for committees:

- i. Administrative Services Committee  
Chair Prom, Vice Chair Welch, Secretary de Lambert, Treasurer Harwell
- ii. Budget Committee  
Chair Prom, Commissioner Anderson, Alternate Commissioner McDonald Black
- iii. Education Committee  
Commissioner Fruen, Alternate Commissioners Cesnik and Noon, TAC member Chirpich and education consultant Pape
- iv. Technical Advisory Committee (TAC) Liaison  
Rather than appoint a liaison for all TAC meetings, the commissioners decided that it made the most sense to appoint liaisons as TAC discussion issues become known, to make sure the right people attend the TAC meetings to take part in informed discussions. Commissioner Harwell said that she'd be willing to serve if meetings fell on Thursdays and Commissioner de Lambert shared that he enjoys these meetings. Commissioner Welch added that he thought it was a good idea to rotate commissioners at TAC meetings.

**D. Review Open Meeting Law**

Commission Legal Counsel Anderson summarized the open meeting law and informed the Commission that this law also applies to committees. Meetings must be noticed and held in a public space. Minutes must be kept and materials made available. The most common way to violate this law is at social gatherings when conversation turns to official business or when meetings aren't noticed properly. To avoid email communication from becoming a "serial meeting," never reply to all, or request to only be blind copied.

**E. Review Year End Financial Report (Feb 1, 2019 - Jan 31, 2020)**

Administrator Jester reviewed the status of the 2019 budget at year's end noting that overall, the Commission ended the year about \$49,000 in the black once Minneapolis reimburses the commission for the Bassett Creek Valley Study work. She discussed a couple areas where expenses were more than expected including technical services and non-fee/preliminary reviews. She reported that the manufactured treatment devices (MTD) issue and water monitoring program review (along with 8 TAC meetings) took a lot of engineers' time under technical services. There was discussion about the costs related to assisting cities or project proposers with questions before project applications (and fees) are submitted. Engineer Chandler informed the commission that the commission engineers continue to receive more complicated questions before applications are submitted. Administrator Jester provided clarification about the Bassett Creek Valley Study's expenses, billing, and payments. Commissioner Welch responded to Engineer Chandler's point that pre-review discussions are sometimes important and can help ensure good results. He suggested a policy may be needed about the amount of pre-application time/expenses that can be offered and that the Commission should look at expenses on this line item in July or August. Engineer Chandler added that she thinks it's important to continue to work with folks before submittal of an application to establish/maintain good will with the member cities and the consultants.

**6. BUSINESS**

**A. Review 2019 Northwood and Cavanaugh Lake Monitoring Reports**

Senior Biologist from Barr Engineering, Meg Rattei, reviewed the results of monitoring in Cavanaugh Lake (Sunset Pond) and Northwood Lake in 2019. The BCWMC has monitored water quality conditions in the watershed's ten priority lakes since 1972. The purpose of this monitoring is to detect changes or trends in water quality and evaluate the effectiveness of efforts to preserve or improve water quality. In 2019, the BCWMC monitored water chemistry

(nutrients, chlorophyll a, chloride), water measurements (e.g., clarity, dissolved oxygen), phytoplankton and zooplankton (microscopic plants and animals), and macrophytes (aquatic plants) in Northwood Lake in New Hope and Cavanaugh Lake (Sunset Hill Pond) in Plymouth.

Results of 2019 monitoring show that Northwood Lake did not meet applicable MPCA and BCWMC water quality standards for nutrients in shallow lakes. Trend analyses indicate that water clarity has significantly declined over the past 20 years. The plant community also did not meet the (MnDNR) plant index of biotic integrity (IBI) standard for Floristic Quality Index (FQI), which measures the quality of the plant community. However, the plant community has consistently improved since 2000. Invasive yellow iris was observed and can spread quickly. TAC member Hedstrom indicated that she would follow up with the homeowner with the iris to hopefully remove the plant. The zooplankton community is good for the lake and will likely be eaten by fish.

Curly-leaf pondweed was noted as a considerable concern in Northwood Lake in 2019. Although present during monitoring in 2016, the plant was present in relatively low densities and wasn't considered a problem; now it engulfs the lake. Because of its potential impact on lake water quality, there was discussion about the possibility of performing a drawdown of the lake in an attempt to reduce curly-leaf pondweed. Administrator Jester was asked to develop a list of possible actions to improve the lake and to consider a future presentation from a different watershed where a drawdown was successful.

Results of 2019 monitoring s show that Cavanaugh Lake met applicable MPCA and BCWMC water quality standards for shallow lakes. In general, it has low levels of phosphorus, improved water quality, and curly-leaf pondweed isn't a problem—yet. It was noted the lake's watershed is only 126 acres so it's not as vulnerable to runoff. Prior to 2019, the last time the lake was monitored was 1998.

Ms. Rattei reported that the plant community in Cavanaugh met the MnDNR plant index of biotic integrity (IBI) standard for the number of species and Floristic Quality Index, which measures the quality of the plant community. Both the lake's water quality and plant community have improved since 1998, when the lake failed to meet standards for water quality and plant community. This lake has low chloride levels and the phyto- and zooplankton levels are good, indicating the presence of fish.

TAC member Scharenbroich added that stormwater is not treated before entering the lake. There was discussion about finding a volunteer to monitor the lake through CAMP. Administrator Jester will work on that.

## **B. Consider Approval of Technical Advisory Committee Recommendations**

### **i. Water Monitoring Program**

Administrator Jester reminded commissioners that last August the Commission asked the TAC to review the BCWMC water monitoring program to determine whether changes are needed, and to help inform the annual budgeting process. She noted the monitoring program is an expensive program that is typically scrutinized when annual budgets are considered. Administrator Jester gave an overview of the monitoring program, which started in in 1972. The TAC reviewed and discussed the Commission's water monitoring program in detail at their October, November and January meetings.

Engineer Chandler noted that the TAC first determined the high priority goals for the monitoring program which included appropriately assessing waterbodies against state standards and tracking trends. She walked commissioners through the extensive process that the TAC took to make their recommendations. She noted that most of the discussion and review time was spent making sure the program meets state protocols to appropriately assess waterbodies. The TAC recommends only minor changes to the monitoring program that end up increasing the monitoring budget by approximately 5% in an average year:

- dropping alkalinity, sulfates, TOC and COD, from stream monitoring because no state standards for these measurements
- adding instantaneous and 4-day dissolved oxygen and instantaneous pH to stream monitoring

TAC Member Scharenbroich added that the cities supplement the monitoring and it was noted that the Commission works hard to collaborate with others and never duplicate efforts.

Engineer Chandler pointed out that if your monitoring finds a problem, you can't go back to get missing data and that consistent data is important.

Commissioner Welch advised that this is where commissioners should listen to the technical experts. He added 'if we don't measure it, we can't fix it' and that he appreciated the thorough review.

**MOTION:** Commissioner Welch moved to approve the Technical Advisory Committee recommendations regarding changes to the BCWMC water monitoring program. Commissioner Anderson seconded the motion. Upon a vote, the motion carried 8-0, with the City of Robbinsdale absent from the vote.

ii. **5-year Capital Improvement Program**

Administrator Jester reported the TAC reviewed the proposed CIP projects for inclusion on the 2022 – 2026 CIP list and recommended them for approval including cost sharing the purchase of a high efficiency street sweeper for the city of Plymouth. There was considerable discussion about whether the BCWMC should fund the purchase of a street sweeper, considering that CIP funds haven't been used for equipment purchases and that other cities would likely request similar funding. Commissioner Welch voiced concerns that the request had little connection to the BCWMC plan and that the plan's CIP policy is too vague. Chair Prom also voiced concerns about cost sharing an equipment purchase.

Commissioner Harwell offered that street sweepers are proven to reduce pollution and at a much lower cost per pound of phosphorus removal. Alternate Commissioner Cesnik agreed and added that an ounce of prevention is worth a pound of cure. Commissioner de Lambert mentioned that buying a street sweeper is purchasing equipment, not implementing a capital project. He suggested turning it into a project by documenting the various pollutant removals.

TAC member Scharenbroich added that monitoring will be done, they are committed to reporting and that the data can be tracked by subwatershed. He also added that there is a big operational cost the city will be spending each year. Alternate Commissioner Holter said we put in equipment all the time. This equipment just happens to be mobile.

Administrator Jester noted that the sweeper would help address the Medicine Lake TMDL and that the project scored well on the CIP matrix when compared to other projects. She noted this is a cost-effective way to meet water quality goals.

**MOTION:** Commissioner Harwell moved to approve the TAC's recommendation to include cost sharing the purchase of an enhanced street sweeper on the Commission's 5-year CIP within the context of a cost share policy developed with the Commission's Legal Counsel and to work with the city of Plymouth to develop data collection and tracking mechanisms. Commissioner Fruen seconded the motion.

Discussion: TAC member Roser reminded the group that this is an enhanced street vacuum/sweeper that is collecting extra pollutants. She added that if the pollutants reach the water, they are more costly to remove.

Engineer Chandler noted the city intends to also sweep up extra road salt with the new sweeper and that this may be a viable approach to help address the difficult issue of chloride impairments.

Chair Prom asked Commission Legal Counsel Anderson whether there is a good mechanism to consider these costs and tie it to the plan. The point was made that other watershed organizations have purchased

equipment with CIP funds, including cost sharing Plymouth's new sweeper. Mr. Anderson noted that an agreement could include monitoring, reporting and outlining the way this ties into our plan.

Upon a roll call vote, the motion failed 6-2, with the cities of Golden Valley and Minnetonka in favor; the cities of Crystal, Medicine Lake, Minneapolis, New Hope, Plymouth, and St. Louis Park against; and Robbinsdale absent from the vote.

[Commissioner Fruen departs.]

**MOTION:** Chair Prom moved to direct staff to bring further information and policy recommendations on the proposed CIP project to cost share equipment purchase to the March meeting. Commissioner de Lambert seconded the motion. Upon a roll call vote the motion passed 6-1, with the city of Minneapolis voting against the motion, the cities of Crystal, Golden Valley, Medicine Lake, New Hope, Plymouth, and St. Louis Park voting in favor, and the cities of Minnetonka and Robbinsdale absent from the vote.

Discussion on the TAC's recommendations on additional 5-year CIP projects was tabled until the March meeting.

**C. Set Public Hearing for Minor Plan Amendment**

This was tabled until March when all CIP projects will be evaluated.

**D. Review 2017 Plymouth Creek Restoration Project Final Report**

TAC member Scharenbroich gave a summary of the final project report showing before and after pictures. He noted that the project was completed under budget. He noted that a variety of bank stabilization techniques were used including bioengineering, some riprap, and bank grading. He reported the city will maintain the vegetation as with other projects.

[Commissioner Harwell departs.]

**E. Review 2019 Staff Evaluations**

Chair Prom distributed a summary of evaluations on staff provided by some TAC members and commissioners in December. He reported that both Engineer Chandler and Administrator Jester meet or exceed expectations in all areas and no serious concerns were raised that warrant further investigation. It was noted the evaluations are considered private data and should not be shared with the public.

**F. Adopt Updated Data Practices Policy**

Commissioner Welch commented that he pulled this from the consent agenda because he believes that any changes to policies should be presented with "track changes" feature. This item was tabled until the March meeting.

**G. Approval of 2020 Plymouth Street Reconstruction Project**

Commissioner Welch expressed concern that although this project reconstructs 13.76 acres of impervious surface, it does not require water quality treatment. He requested that the Commission's linear project requirements be assessed again by the TAC.

**MOTION:** Chair Prom moved to approve the 2020 Plymouth Street Reconstruction Project. Commissioner Anderson seconded the motion. Upon a vote, the motion carried 5-1, with the City of Minneapolis voting against, and the Cities of Golden Valley, Medicine Lake and Robbinsdale absent from the vote.

**7. COMMUNICATIONS**

**A. Administrator's Report**

- i. Clean Water Fund Grant Updates – All grant reporting was complete, the BCWMC received approval for the Lawns to Legumes grant, and the Bryn Mawr Project work plan for the grant agreement would be completed soon.





# EXECUTIVE SUMMARY

## Physical Development

763-593-8030 / 763-593-8109 (fax)

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### Golden Valley City Council Meeting April 7, 2020

#### Agenda Item

3. E. 1. Consideration of construction bids for the 2020 Council Chambers Renovation Project No. 19-05

#### Prepared By

Marc Nevinski, Physical Development Director

#### Summary

Construction bids for the Council Chambers Renovation Project were opened on March 25, 2020. Six bids were received and are listed below:

<b>Contractor</b>	<b>Total Bid</b>
Klar Dig	\$581,825
J.S. Cates	\$672,000
Ebert Construction	\$714,300
Versacon, Inc.	\$717,400
CM Construction	\$787,000
TMG Construction	\$878,100

Following review of the bids, and factoring in the additional project costs for professional services, furniture, specialty components, and contingencies, staff determined that even the low bid would double the project budget of \$400,000. In light of the current economic environment resulting from the COVID-19 pandemic, staff is recommending all bids be rejected and the project postponed until there is a clearer understanding of the economy and City's financial needs moving forward.

#### Financial Or Budget Considerations

Rejecting the bids and delaying the project will allow the City greater financial flexibility to respond to the COVID 19 pandemic.

#### Recommended Action

Motion to reject all construction bids from the March 25, 2020, bid opening for the Council Chambers Renovation Project No. 19-05.



# EXECUTIVE SUMMARY

## Physical Development

763-593-8030 / 763-593-8109 (fax)

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### Golden Valley City Council Meeting

April 7, 2020

#### Agenda Item

3. E. 2. Consideration of audiovisual bids for the 2020 Council Chambers Renovation Project No. 19-05

#### Prepared By

Marc Nevinski, Physical Development Director

#### Summary

Audiovisual bids for the Council Chambers Renovation project were opened on March 25, 2020. Two bids were received and are listed below:

<b>Contractor</b>	<b>Total Bid</b>
Alpha Video and Audio, Inc	\$283,880.60
AVI Systems	\$317,927.62

Due to the recommendation that the construction portion of the Council Chambers Renovation Project be postponed due to the current economic environment resulting from the COVID-19 pandemic, staff is recommending both audiovisual bids be rejected at this time. However, it should be noted that the AV system is aging and in need of replacement. After opening the bids, staff, a CCX representative, and the City's AV design consultant discussed different scenarios for replacing all or portions of the AV system prior to renovating the Chambers, but concluded at this time it is best to reject the bids and continue to work with the existing system.

#### Financial Or Budget Considerations

Rejecting the bids and delaying the audiovisual portion of the project until the renovation of the chambers moves forward is expected to be more cost effective and result in a better overall system.

#### Recommended Action

Motion to reject all audiovisual bids from the March 25, 2020, bid opening for the Council Chambers Renovation Project No. 19-05.



# EXECUTIVE SUMMARY

## Physical Development

763-593-8030 / 763-593-8109 (fax)

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**Golden Valley City Council Meeting  
April 7, 2020**

### **Agenda Item**

4. A. Public Hearing – Sweeney Lake Woods PUD No. 120, Amendment #1

### **Prepared By**

Jason Zimmerman, Planning Manager

### **Summary**

Civil Site Group, on behalf of John Gabbert as applicant, is seeking approval of a Major Amendment to a Planned Unit Development (PUD) in order to modify the current boundary of the Sweeney Lake Woods PUD No. 120 and to incorporate portions of additional adjacent properties. Doing so would expand the area within the PUD, reconfigure property lines, and create two new lots while consolidating others. The end result would be a net increase of one in the number of residential parcels available for development. A new plat would be needed in addition to other agreements and permits with the City. The Planning Commission recommended approval (5-0) at its meeting on February 24.

### **Background**

PUD No. 120 was created in 2015 and continued the transformation of a large area of land along the western edge of Sweeney Lake. Two vacant lots – one 3.27 acres and a 0.2 acre lot containing a driveway – were approved for a private residential development consisting of three single-family lots accessed from Noble Drive to the north via a private street. Previously in 2014, two additional single-family lots (1700 Noble Drive and 1750 Major Drive) had been created to the north of the PUD boundary and were subsequently developed. A large area of vacant land – 2.98 acres – remains to the west and is the primary focus of this proposal.

Water and sanitary sewer lines run underneath the private street within the PUD and are protected by a public drainage and utility easement. Conservation easements cover much of the shore along Sweeney Lake, though one of the three properties within the PUD is currently without a recorded document.

As part of the approval of the original PUD, the property at 1700 Noble Drive was granted the ability to utilize the shared private street, rather than construct a long parallel driveway north to Noble Drive. This did not occur, however, and only three properties currently share the entire length of the private street. A residence at 1807 Noble Drive that predates the PUD utilizes approximately the northernmost 50 feet of the private street. The private street was constructed and paved to support the weight of large fire vehicles and includes a cul-de-sac with a fire hydrant at the southern terminus.

### **Existing Conditions**

Since 2015, three single-family homes have been constructed in the area – two outside of the PUD (along Sweeney Lake) and one of the three lots within the PUD. The private street serves the home within the PUD at 1620 Noble Drive and partially serves the residence at 1807 Noble Drive. The homeowners association owns and maintains the private street, including responsibility for snow removal. Conservation easements have been recorded all along the Sweeney Lake shoreline, with the exception of 1640 Noble Drive where a draft easement still needs to be finalized and recorded.

The properties involved in the proposed PUD amendment include not only the original three lots and private street, but also two vacant parcels to the northwest, an underutilized portion of a lot to the west (1550 St. Croix Circle), and the residential lot immediately to the north (1700 Noble Drive). A majority of the area within the two vacant parcels is open field with some mature trees at the periphery. The underutilized portion of 1550 St. Croix Circle contains a number of mature trees as well as a small delineated wetland of approximately 9,000 square feet.

### **Proposal**

The applicant is proposing to modify two parcels within the existing PUD – increasing the size of one and splitting the other in order to combine the two halves with the adjacent properties on either side. In addition, the expanded PUD boundary would incorporate vacant land to the west of the private street, creating two new residential lots within the PUD. Finally, an existing residential lot outside of the PUD and accessed from Spring Valley Road would be reduced in size. Overall, this would add one buildable residential lot to the area.

The PUD is adjacent to Sweeney Lake and therefore the management of stormwater runoff and drainage throughout the area is important – especially with the addition of new impervious surfaces resulting from the construction of new homes and driveways. Generally, topography directs water from the northwest to the southeast and into Sweeney Lake. In order to address the runoff rate and volume, and water quality treatment, the applicant is proposing a low impact development which will incorporate vegetated swales, biofiltration trenches, and a stormwater pond constructed to the west of the existing wetland.

Access to all four of the properties within the PUD would continue to be through the shared private street. This street is currently non-conforming with respect to width and the applicant was granted a variance upon appeal to the City Council on December 17, 2019. The Council approved the variance with one condition – that any new homes constructed within the PUD include a sprinkler system. Because of the variance approval, expansion of the PUD via the amendment is able to move forward.

In concert with the changes to the plat, the applicant is proposing to change the name of the PUD from Sweeney Lake Woods to Sweeney Lake Shores. This change will be reflected in the attached ordinance as well as on the new plat.

### **Staff Review**

Required approvals for this proposal must be divided between the review of the properties outside of the PUD (must meet lot subdivision standards) and those inside of the PUD (must be evaluated against the PUD standards). At the Planning Commission meeting on February 24, the Commissioners found

that the three lots outside of the PUD meet all of nine factors of evaluation for subdivision, including the minimum area and width requirements. The details of that evaluation can be found in the staff memo to the Planning Commission. In addition, they found that with the inclusion of a handful of conditions, the proposed PUD amendment also met the standards for approval. Specifically:

Standard	Finding
<p><b>1. Quality Site Planning.</b> <i>The plan is tailored to the specific characteristics of the site and achieves a higher quality of site planning and design than is generally expected under conventional provisions.</i></p>	<p><b>Standard met.</b> The proposed amendment has been carefully designed to accommodate the unique characteristics of the site, including the challenge of limited access via a shared private street and topography that drains a large area into Sweeney Lake. The low impact development approach that includes vegetated swales, biofiltration trenches, and a new stormwater basin complements an existing wetland and helps to manage and treat stormwater.</p>
<p><b>2. Preservation.</b> <i>The plan preserves and protects substantial desirable portions of the site’s characteristics, open space, and sensitive environmental features including steep slopes, trees, scenic views, creeks, wetlands, and open waters.</i></p>	<p><b>Standard conditionally met.</b> The existing wetland will be preserved with a vegetated buffer, many trees and wooded areas will be retained, and conservation easements have been or will be established along the shoreline of Sweeney Lake to protect the slope, trees, vegetation, and natural habitat.</p>
<p><b>3. Efficient; Effective.</b> <i>The plan includes efficient and effective use (which includes preservation) of the land.</i></p>	<p><b>Standard conditionally met.</b> The size of each of the proposed single-family lots—well over the minimum area required by R-1 zoning—is consistent with the surrounding residential uses and the amount of impervious surface (hard cover) allowed is below the maximum established in the City Code.</p>
<p><b>4. Consistency.</b> <i>The plan results in development that is compatible with adjacent uses and consistent with the Comprehensive Plan and redevelopment plans and goals.</i></p>	<p><b>Standard met.</b> The use of the properties for single-family homes is compatible with neighboring properties and the density being proposed is consistent with the land use section of the City’s Comprehensive Plan.</p>
<p><b>5. General Health.</b> <i>The plan is consistent with preserving and improving the general health, safety, and general welfare of the people of the City.</i></p>	<p><b>Standard met.</b> The proposed stormwater management strategies help control and treat stormwater entering Sweeney Lake, protecting and enhancing water quality and improving the overall health of the lake.</p>

<b>6. Meets Requirements.</b> <i>The plan meets the intent and purpose provisions of Section 113-123 (a) and all other provisions of the section.</i>	<b>Standard met.</b> Following the approval of the variance for the reduce width of the private street, the PUD plan meets all of the required provisions of the City Code.
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Two members of the public spoke at the informal public hearing. One raised objections to the use of the private street for an additional home and the overall location of residential development compared to what was originally proposed. The other had questions for the project engineer regarding the proposed filtration basin. Each of these items was subsequently addressed by staff.

Staff recommends approval of Sweeney Lake Woods PUD No. 120, Amendment #1, subject to the following conditions:

1. The plans prepared by Civil Site Group dated February 13, 2020, shall become a part of this approval.
2. The applicant shall vacate existing easements and dedicate new drainage and utility easements as shown on the preliminary plat.
3. The City Attorney will determine if a title review is necessary prior to approval of the final plat.
4. A park dedication fee of \$34,560 shall be paid prior to the release of the final plat.
5. A deferred special assessment of \$35,000 shall be paid prior to the release of the final plat.
6. The conservation easement for 1640 Noble Drive must be signed and recorded prior to the release of the final plat.
7. The impervious surface area on each of the four undeveloped lots (three within the PUD, one outside of the PUD) shall be limited to 10,000 square feet in order to preserve open space within the shoreland area of Sweeney Lake and to remain consistent with the stormwater calculations that determined the design of the stormwater management facilities.

### Next Steps

Following action by the City Council, a number of additional steps remain to be taken before the conclusion of the entitlement process:

- The proposal is subject to review and approval by the Bassett Creek Watershed Management Commission.
- Due to its proximity to Sweeney Lake, the proposal is subject to review and approval by the Department of Natural Resources.
- Existing easements throughout the site must be vacated and new easements must be proposed, consistent with the preliminary plat.
- At future meetings, the City Council must also consider approval of:
  - A final plat (with the new easements)
  - An amended PUD Permit
  - A development agreement outlining the costs and responsibilities of the developer
  - A maintenance agreement outlining the responsibilities of the property owners

### Financial Or Budget Considerations

None

**Recommended Action**

Motion to adopt Ordinance #680, Approval of Major PUD Amendment, Sweeney Lake Shores P.U.D. No. 120, f.k.a. Sweeney Lake Woods, Amendment #1.

**Supporting Documents**

- Memo to the Planning Commission dated February 24, 2020 (11 pages)
- Minutes of the Planning Commission meeting dated February 24, 2020 (4 pages)
- Location Map (1 page)
- Project Narrative (1 page)
- Plans prepared by Civil Site Group date February 13, 2020 (13 pages)
- Images of existing and proposed conditions (2 pages)
- Ordinance #680, Approval of Major PUD Amendment, Sweeney Lake Woods P.U.D. No. 120, f.k.a. Sweeney Lake Woods, Amendment #1 (3 pages)



**MEMORANDUM**  
**Physical Development Department**  
763-593-8095 / 763-593-8109 (fax)

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**Date:** February 24, 2020  
**To:** Golden Valley Planning Commission  
**From:** Jason Zimmerman, Planning Manager  
**Subject:** Informal Public Hearing – Sweeney Lake Woods PUD No. 120, Amendment #1 – John Gabbert, Applicant

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**Summary**

Civil Site Group, on behalf of John Gabbert as applicant, is seeking approval of a Major Amendment to a Planned Unit Development (PUD) in order to modify the current boundary of the Sweeney Lake Woods PUD No. 120 and to incorporate portions of additional adjacent properties. Doing so would expand the area within the PUD, reconfigure property lines, and create two new lots while consolidating others. The end result would be a net increase of one in the number of residential parcels available for development. A new plat would be needed in addition to other agreements and permits with the City.

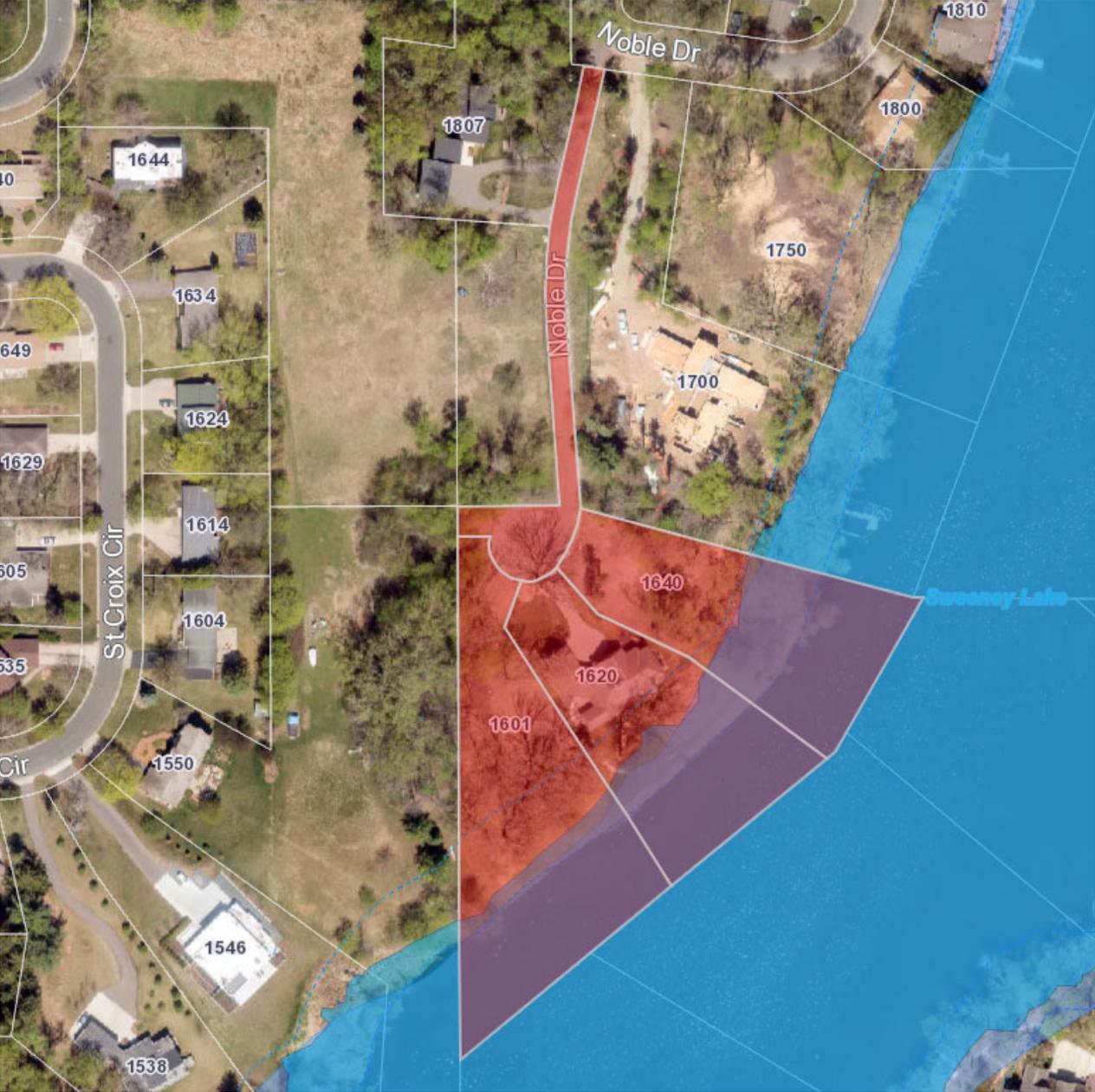
**Background**

PUD No. 120 was created in 2015 and continued the transformation of a large area of land along the western edge of Sweeney Lake. Two vacant lots – one 3.27 acres and a 0.2 acre lot containing a driveway – were approved for a private residential development consisting of three single-family lots accessed from Noble Drive to the north via a private street. Previously in 2014, two additional single-family lots (1700 Noble Drive and 1750 Major Drive) had been created to the north of the PUD boundary and were subsequently developed. A large area of vacant land – 2.98 acres – remains to the west and is the primary focus of this proposal.

Water and sanitary sewer lines run underneath the private street within the PUD and are protected by a public drainage and utility easement. Conservation easements cover much of the shore along Sweeney Lake, though one of the three properties within the PUD is currently without a recorded document.

As part of the approval of the original PUD, the property at 1700 Noble Drive was granted the ability to utilize the shared private street, rather than construct a long parallel driveway north to Noble Drive. This did not occur, however, and only three properties currently share the entire

length of the private street. A residence at 1807 Noble Drive that predates the PUD utilizes approximately the northernmost 50 feet of the private street. The private street was constructed and paved to support the weight of large fire vehicles and includes a cul-de-sac with a fire hydrant at the southern terminus.



Existing Sweeney Lake Woods PUD

**Existing Conditions**

Since 2015, three single-family homes have been constructed in the area – two outside of the PUD (along Sweeney Lake) and one of the three lots within the PUD. The private street serves the home within the PUD at 1620 Noble Drive and partially serves the residence at 1807 Noble Drive. The

homeowners association owns and maintains the private street, including responsibility for snow removal. Conservation easements have been recorded all along the Sweeney Lake shoreline, with the exception of 1640 Noble Drive where a draft easement still needs to be finalized and recorded.

The properties involved in the proposed PUD amendment include not only the original three lots and private street, but also two vacant parcels to the northwest, an underutilized portion of a lot to the west (1550 St. Croix Circle), and the residential lot immediately to the north (1700 Noble Drive). A majority of the area within the two vacant parcels is open field with some mature trees at the periphery. The underutilized portion of 1550 St. Croix Circle contains a number of mature trees as well as a small delineated wetland of approximately 9,000 square feet.



Additional Properties Included in the Proposal

There is a large (16 inch diameter) sanitary sewer line that runs roughly southwest to northeast beneath portions of both vacant parcels. This utility eventually aligns under the private street and continues underneath Noble Drive as finds its way to the Metropolitan Council Environmental Services (MCES) main north of Sweeney Lake.

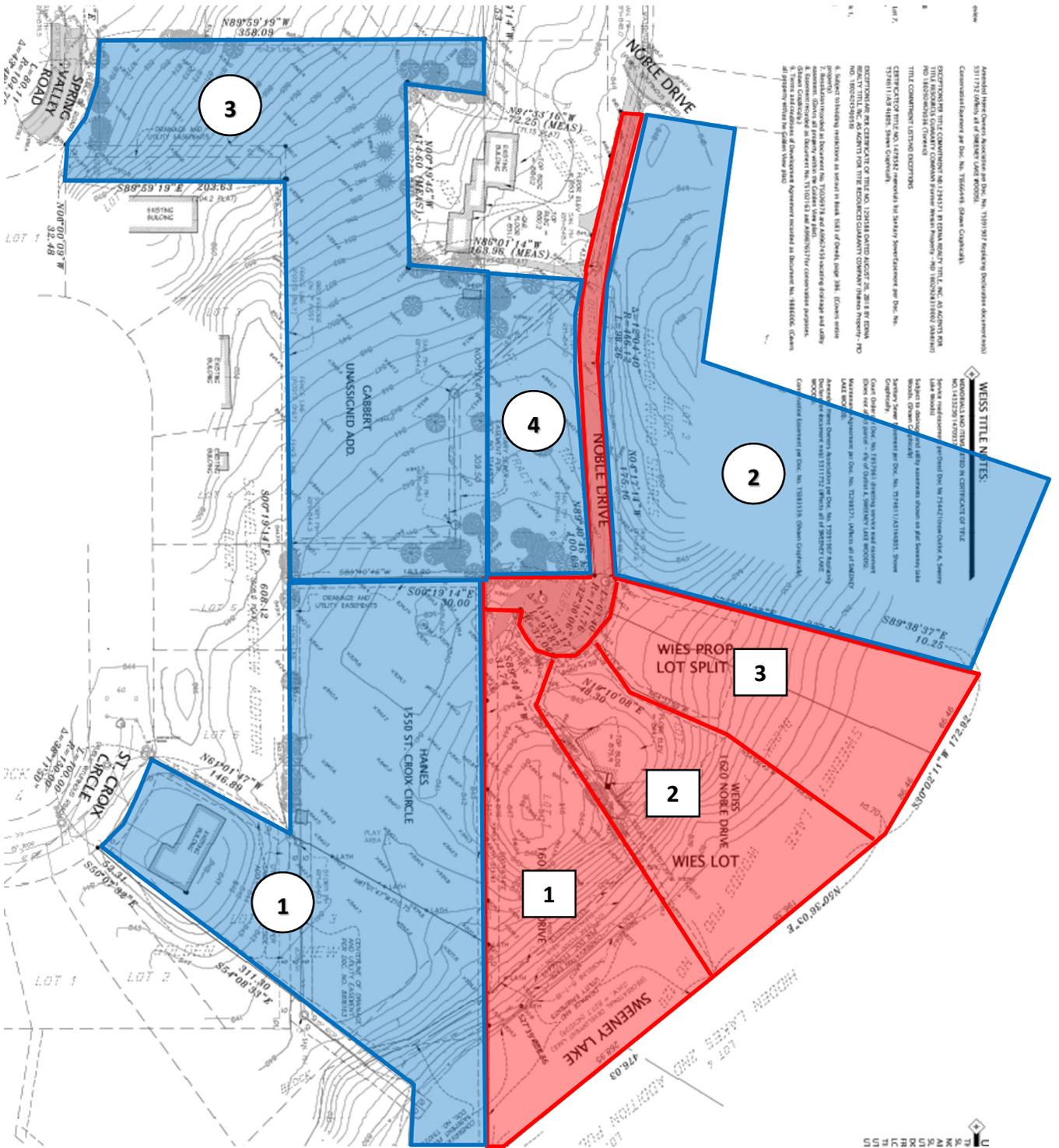
The entire area sits within a Single-Family Residential (R-1) zoning district and across the lake from the Hidden Lakes PUD.

### **Proposal**

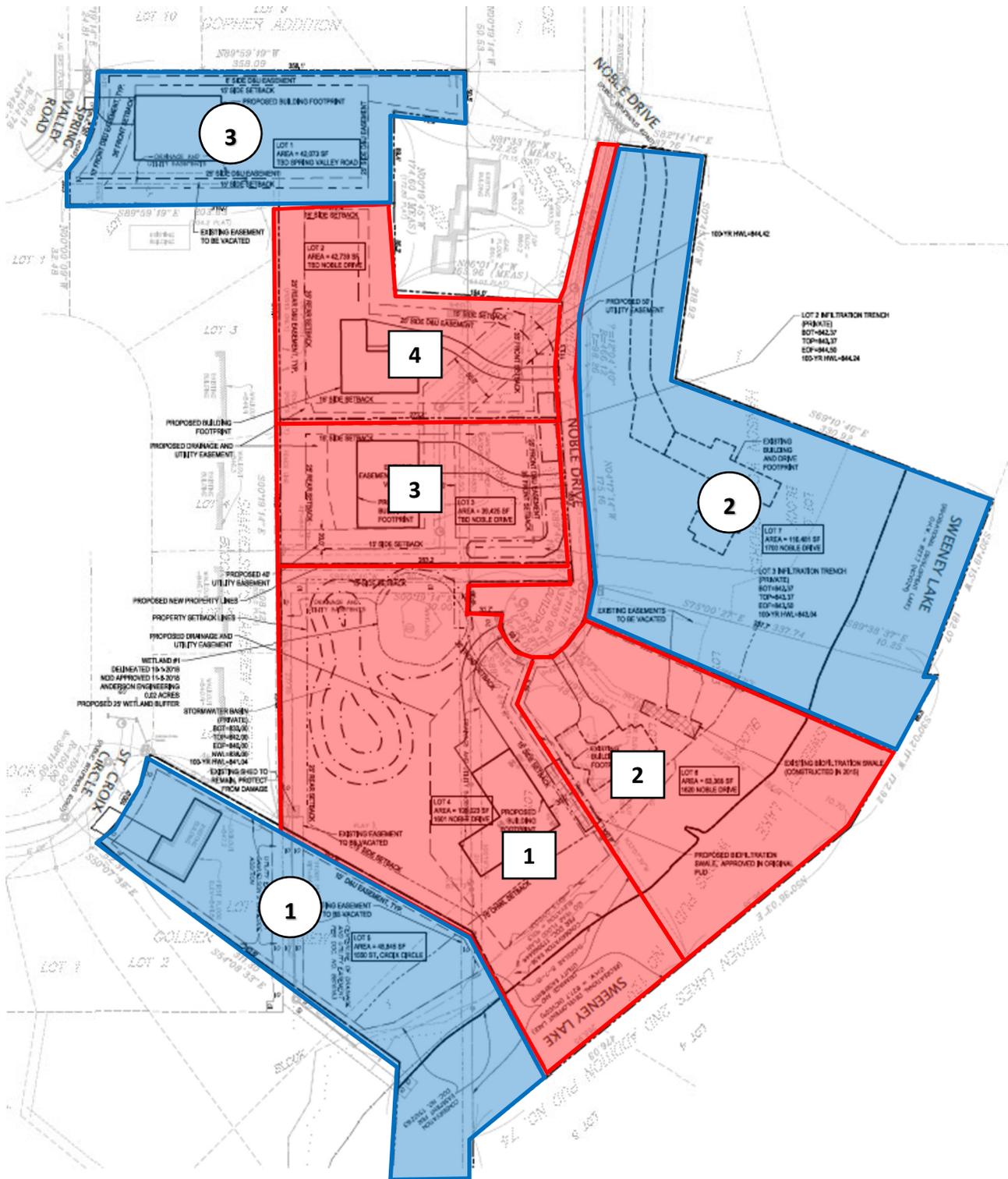
The applicant is proposing to modify two parcels within the existing PUD – increasing the size of one and splitting the other in order to combine the two halves with the adjacent properties on either side. In addition, the expanded PUD boundary would incorporate vacant land to the west of the private street, creating two new residential lots within the PUD. Finally, an existing residential lot outside of the PUD and accessed from Spring Valley Road would be reduced in size. Overall, this would add one buildable residential lot to the area. (See images on following pages)

The PUD is adjacent to Sweeney Lake and therefore the management of stormwater runoff and drainage throughout the area is important – especially with the addition of new impervious surfaces resulting from the construction of new homes and driveways. Generally, topography directs water from the northwest to the southeast and into Sweeney Lake. In order to address the runoff rate and volume, and water quality treatment, the applicant is proposing a low impact development which will incorporate vegetated swales, biofiltration trenches, and a stormwater pond constructed to the west of the existing wetland.

Access to all four of the properties within the PUD would continue to be through the shared private street. This street is currently non-conforming with respect to width and the applicant requested a variance from the Board of Zoning Appeals in October of 2019. The request was denied and the decision was appealed to the City Council on December 17, 2019. The Council approved the variance with one condition – that any new homes constructed within the PUD include a sprinkler system. Because of the variance approval, expansion of the PUD via the amendment is able to move forward.



Existing: Red Properties within the PUD, Blue Properties outside the PUD



Proposed: Red Properties within the PUD, Blue Properties outside the PUD

In concert with the changes to the plat, the applicant is proposing to change the name of the PUD from Sweeney Lake Woods to Sweeney Lake Shores.

**Neighborhood Meeting**

Notices regarding the proposal were sent to property owners within 500 feet of the site and a neighborhood meeting was held on October 16, 2019. Roughly 10-12 residents attended. After a brief overview of the development, questions were asked regarding the number of lots being created, how stormwater would be handled, and the pending variance for the width of the private street.

**Staff Review**

Lot Requirements

As a PUD, the City can offer flexibility from the regular zoning requirements in order to achieve a better development. The original PUD allowed three residential lots to be created without the usual minimum amount of frontage on a public right-of-way. All three lots met the minimum lot area and lot width requirements.

Under the proposed changes, the four lots within the PUD will continue to have sufficient area and width, but will still only have access via the private street.

The existing private street is paved to a width of 18 feet and sits within a parcel that is 20 feet wide. The standards for private streets within a PUD are a minimum of 20 feet of paved width approximately centered within an easement that is at least four feet wider than the street. A variance was granted upon appeal to the City Council that allows the driveway to remain at its current width under the proposed scenario with the condition that any new home constructed within the PUD contains a sprinkler system.

The following table describes the size of the existing lots and those proposed under the PUD amendment. It should be noted that the lot on St. Croix Circle extends across Sweeney Lake and includes a small amount of land on the peninsula.

<b>Lots Within the PUD</b>			<b>Lots Outside the PUD</b>		
	<b>Existing</b>	<b>Square Feet</b>		<b>Existing</b>	<b>Square Feet</b>
1	1601 Noble Dr	53,964	①	1550 St. Croix Cr	199,634
2	1620 Noble Dr	41,700	②	1700 Noble Dr	97,316
3	1640 Noble Dr	40,820	③	Spring Valley Rd	104,096
			④	Tract H	25,557
	<b>Proposed</b>			<b>Proposed</b>	
1	1601 Noble Dr	105,023	①	1550 St. Croix Cr	153,771
2	1620 Noble Dr	63,365	②	1700 Noble Dr	116,481
3	Unassigned lot 3	39,425	③	Spring Valley Rd	42,073
4	Unassigned lot 4	42,739			

Each of the three lots being modified and remaining outside of the PUD (1550 St. Croix Circle, 1700 Noble Drive, and the unassigned Spring Valley Road property) must be evaluated against the City’s minimum subdivision requirements found in Chapter 109 of the City Code:

Factor/Finding
<p><b>1. A minor subdivision shall be denied if the proposed lots do not meet the minimum area and dimensional requirements for the Zoning District in which they are located, or if vehicular access is not provided from an abutting improved street.</b></p>
<p>Standard met. All of the proposed lots continue to meet the requirements of the R-1 Single Family Zoning District and have access from improved streets.</p>
<p><b>2. A minor subdivision may be denied upon the City’s determination that a resulting new lot is encumbered by steep slopes or excessive wetness.</b></p>
<p>Standard met. Two of the three lots have been developed with single-family homes in recent years. The third lot appears to be buildable, but has a steeper slope that has been addressed as part of the overall grading and stormwater plan.</p>
<p><b>3. A minor subdivision may be denied if sewer and water connections are not directly accessible by each proposed lot.</b></p>
<p>Standard met. Two of the three lots are already served with sewer and water; connections are directly accessible for the development of the third lot.</p>
<p><b>4. Approval shall be conditioned on the granting of easements for necessary public purposes.</b></p>
<p>Standard conditionally met. New utility easements will be dedicated as shown on the preliminary plat and as may be modified pending further review by the City.</p>
<p><b>5. Approval may be conditioned on the requirements of outside public agencies with jurisdiction.</b></p>
<p>Not applicable.</p>
<p><b>6. Approval shall be conditioned on the resolution of any title issues raised by the City Attorney.</b></p>
<p>Standard conditionally met. The City Attorney will determine if such a title review is necessary prior to approval of the final plat.</p>
<p><b>7. Minor subdivisions of nonresidential parcels may be denied if new development will cause undo strain on adjacent roads or on public utilities or will adversely affect adjacent uses.</b></p>
<p>Not applicable.</p>
<p><b>8. Approval shall be conditioned on the payment of a park dedication fee, sewer and water access charge, and pending or levied deferred assessments.</b></p>
<p>Standard conditionally met. A park dedication fee of \$34,560 (6% of the estimated land value of the unplatted areas) is required for this development. This includes all unplatted land within</p>

and outside of the PUD. Deferred assessments of \$35,000 from a past pavement management project will need to be paid prior to the release of the final plat.

**9. The conditions spelled out shall provide the only basis for denial of a minor subdivision. Approval will be granted to any application that meets the established conditions.**

Standard met.

Engineering Considerations

As is standard practice for development proposals, plans were reviewed by the City’s Engineering Division. Engineering staff found the plans to be in general conformance with the City’s standards and specifications, the environmental goals and policies listed in the 2040 Comprehensive Plan, and the water quality goals for Sweeney Lake. Staff will continue to work with the developer during the entitlement process to ensure the completion of a construction phasing plan, a storm sewer construction plan and profile, and a detailed tree and landscape plan that meet City standards and code requirements.

Fire Safety Considerations

The Fire Department reviewed this proposal and strongly supported the approval of the requested variance with the condition that sprinkler systems be required in all new homes subsequently constructed within the PUD. The Fire Department has expressed belief that this level of fire protection is more effective than widening the private road. They had no other comments or concerns.

Fees and Assessments

A park dedication fee equivalent to 6 percent of the estimated land value of the currently unplatted properties (\$34,560) would be required prior to the release of the final plat. There are also deferred assessments of \$35,000 from the City’s 2006 Pavement Management Program for the three undeveloped properties in the area.

Evaluation

Staff finds that the proposed amendment to the existing PUD, if modified by the conditions being recommended below, would not be in conflict with the initial findings supporting the creation of Sweeney Lake Woods PUD No. 120. Specifically:

Standard	Finding
<p><b>1. Quality Site Planning.</b> <i>The plan is tailored to the specific characteristics of the site and achieves a higher quality of site planning and design than is generally expected under conventional provisions.</i></p>	<p><b>Standard met.</b> The proposed amendment has been carefully designed to accommodate the unique characteristics of the site, including the challenge of limited access via a shared private street and topography that drains a large area into Sweeney Lake. The low impact development approach that includes</p>

	vegetated swales, biofiltration trenches, and a new stormwater basin complements an existing wetland and helps to manage and treat stormwater.
<b>2. Preservation.</b> <i>The plan preserves and protects substantial desirable portions of the site’s characteristics, open space, and sensitive environmental features including steep slopes, trees, scenic views, creeks, wetlands, and open waters.</i>	<b>Standard conditionally met.</b> <b>The existing wetland will be preserved with a vegetated buffer, many trees and wooded areas will be retained,</b> and conservation easements have been or will be established along the shoreline of Sweeney Lake to protect the slope, trees, vegetation, and natural habitat.
<b>3. Efficient; Effective.</b> <i>The plan includes efficient and effective use (which includes preservation) of the land.</i>	<b>Standard conditionally met.</b> The size of each of the proposed single-family lots—well over the minimum area required by R-1 zoning—is consistent with the surrounding residential uses and the amount of impervious surface (hard cover) allowed is below the maximum established in the City Code.
<b>4. Consistency.</b> <i>The plan results in development that is compatible with adjacent uses and consistent with the Comprehensive Plan and redevelopment plans and goals.</i>	<b>Standard met.</b> The use of the properties for single-family homes is compatible with neighboring properties and the density being proposed is consistent with the land use section of the City’s Comprehensive Plan.
<b>5. General Health.</b> <i>The plan is consistent with preserving and improving the general health, safety, and general welfare of the people of the City.</i>	<b>Standard met.</b> The proposed stormwater management strategies help control and treat stormwater entering Sweeney Lake, protecting and enhancing water quality and improving the overall health of the lake.
<b>6. Meets Requirements.</b> <i>The plan meets the intent and purpose provisions of Section 113-123 (a) and all other provisions of the section.</i>	<b>Standard met.</b> Following the approval of the variance for the reduce width of the private street, the PUD plan meets all of the required provisions of the City Code.

**Next Steps**

Following action by the Planning Commission, a number of additional steps remain to be taken before the conclusion of the entitlement process:

- The proposal is subject to review and approval by the Bassett Creek Watershed Management Commission.
- Due to its proximity to Sweeney Lake, the proposal is subject to review and approval by the Department of Natural Resources.
- The PUD Amendment must be considered by the City Council.

- Existing easements throughout the site must be vacated and new easements must be proposed, consistent with the preliminary plat.
- The City Council must consider approval of:
  - A final plat (with the new easements)
  - An amended PUD Permit
  - A development agreement outlining the costs and responsibilities of the developer
  - A maintenance agreement outlining the responsibilities of the property owners

### **Recommendation**

Staff recommends approval of Sweeney Lake Woods PUD No. 120, Amendment #1, subject to the following conditions:

1. The plans prepared by Civil Site Group dated February 13, 2020, shall become a part of this approval.
2. The applicant shall vacate existing easements and dedicate new drainage and utility easements as shown on the preliminary plat.
3. The City Attorney will determine if a title review is necessary prior to approval of the final plat.
4. A park dedication fee of \$34,560 shall be paid prior to the release of the final plat.
5. A deferred special assessment of \$35,000 shall be paid prior to the release of the final plat.
6. The conservation easement for 1640 Noble Drive must be signed and recorded prior to the release of the final plat.
7. The impervious surface area on each of the four undeveloped lots (three within the PUD, one outside of the PUD) shall be limited to 10,000 square feet in order to preserve open space within the shoreland area of Sweeney Lake and to remain consistent with the stormwater calculations that determined the design of the stormwater management facilities.

### **Attachments**

Location Map (1 page)

Project Narrative (1 page)

Plans prepared by Civil Site Group dated February 13, 2020 (13 pages)

Images of existing and proposed conditions (2 pages)

# Planning Commission

February 24, 2020 – 7 pm

Council Chambers

Golden Valley City Hall

7800 Golden Valley Road

## REGULAR MEETING MINUTES

### 1. Call to Order

The meeting was called to order at 7:00 by **Chair Blum**

### Roll Call

Commissioners present: Ron Blum, Adam Brookins, Andy Johnson, Ryan Sadeghi, and Chuck Segelbaum

Commissioners absent: Lauren Pockl, Rich Baker, Ari Prohofsky

Staff present: Planning Manager Jason Zimmerman and City Planner Myles Campbell

Council Liaison present: Gillian Rosenquist

### 2. Approval of Agenda

**Chair Blum**, asked for a motion to approve the agenda.

**MOTION** made by **Commissioner Brookins**, seconded by **Commissioner Johnson** to approve the agenda of February 24, 2020, as submitted and the motion carried unanimously.

### 3. Approval of Minutes

**Chair Blum** asked for a motion to approve the minutes from February 10, 2020.

**MOTION** made by **Commissioner Segelbaum**, seconded by **Commissioner Johnson** to approve the meeting minutes from February 10, 2020, as submitted, and the motion carried unanimously.

### 4. Informal Public Hearing – Major PUD Amendment

Applicant: John Gabbert

Address: 1601 Noble Drive (Sweeny Lake Woods PUD No. 120)

Purpose: To subdivide properties within an existing PUD and incorporate some portions of adjacent properties

**Jason Zimmerman, Planning Manager**, began the presentation with a recap that this request is to amend the existing Planned Unit Development (PUD) No. 120. The original PUD was approved in 2015 for three single-family lots on Sweeny Lake, all using a private drive. This proposal would expand the PUD boundary and reconfigure property lines to create additional buildable lots. Utilizing maps for visual clarity, **Zimmerman** stated differences between the existing and the proposed PUD.



This document is available in alternate formats upon a 72-hour request. Please call 763-593-8006 (TTY: 763-593-3968) to make a request. Examples of alternate formats may include large print, electronic, Braille, audiocassette, etc.



Existing

- 3 lots inside the PUD (1 with a home, 2 vacant)
- 4 lots outside the PUD (2 with homes, 2 vacant)

Proposed

- 4 lots inside the PUD (1 with a home, 3 vacant)
- 3 lots outside the PUD (2 with homes, 1 vacant)

Regarding community engagement, **Zimmerman** informed the Commission that a public meeting was held at City Hall in October 2019. This meeting addressed resident questions about lots, stormwater management, and the pending variance at the time for the private street. The Board of Zoning Appeals denied the variance request regarding the street but then was approved by City Council, following an appeal. This approval included a condition that sprinkler systems be installed for all new construction. **Zimmerman** listed the addresses of lots within and outside both the existing and proposed PUD; all lots are above the minimum lot size of 10,000 square feet.

Using environmental goals and water policies from the 2040 comprehensive plan as a guide, the engineering department did a full analysis of this PUD. A construction phasing plan, storm sewer construction plan, and a detailed tree/landscaping plan will continue to be developed.

When a PUD amendment is evaluated, it's done so against a list of criteria from the city. The original PUD met the criteria and the amendment does as well.

**Zimmerman** listed a number of next steps, such as review and approval from the Bassett Creek Watershed Management Commission, DNR, and City Council. Existing easements need to be vacated and new easements need to be dedicated.

Planning staff is recommending approval with the following conditions:

1. The plans dated February 13, 2020, are part of the approval
2. Existing easements are vacated and new easements dedicated as shown
3. City Attorney determines if a title review is necessary
4. Park dedication fee of \$34,560 is paid
5. Deferred special assessment of \$35,000 is paid
6. Conservation easement for 1640 Noble Drive is signed and recorded
7. Impervious surface area on each of the four undeveloped lots is limited to 10,000 sq ft

**Commissioner Segelbaum** asked why the Planning Commission isn't deciding on the subdivision in addition to the PUD. **Zimmerman** responded that the Commission is, however it's already wrapped up in the PUD approval. Even the lots outside of the PUD that are being subdivided are wrapped up in the PUD approval.

Representatives for the applicant and project approached the Commission.

Matt Pavek, Civil Engineer, working on the project

Jackie Day, Realtor, realtor for applicant

Pavek stated that staff presentation was thorough and from an engineering perspective, the plan is fairly straightforward. The most complicated part is the stormwater component but his team worked with city staff to create a low impact development plan.

**Commissioner Johnson** asked the representatives how they intend to mitigate construction noise and prevent wet basements for owners.

**Pavek** responded that there are construction best practices through the city and when pulling a permit, the builder shall adhere to that. Aside from that, it's a little far down the line and **Pavek** stated he couldn't speak much more to it at this time. **Day** added that the lots have not even been made marketable at this point but they'll be sold individually and then folks will build as they care to. Regarding stormwater, **Pavek** stated the groundwater levels are high in this area. New homes will be built above that level and will have drain tile. Swales and ponds will be placed below the groundwater level so water will flow away from existing properties.

**Segelbaum** asked the applicant why they're developing the property. **Day** responded that the property taxes are a part but the owner was waiting to sell to someone who would develop by enhancing what was present. **Pavek** added that two current owners were interested in splitting a plot and part of this amendment addresses that. The other lots needed to be reconfigured in order to have street access.

**Chair Blum** opened the public hearing portion at 7:25pm.

Ammar Al-Shash, 1807 Noble Drive, has three concerns:

1. Construction – There has not been neighboring construction but there is construction across the street. With this plan in place, Al-Shash stated he will have construction next to him as well as behind him.
2. Density – Al-Shash is concerned about the density and was behind the original PUD of three homes along the private road past his home. Adding a fourth lot now is concerning as they are being placed closer to him and further from the cul-de-sac at the end of the road.
3. Easement – Al-Shash objects to the overburdening of his easement with additional traffic.

Steve Maddox, 1604 St. Croix Circle, in general supports the amendment. Maddox is to the west of the filtration basin and his concerns are related to water flow and stagnant water.

**Chair Blum** closed the public hearing portion at 7:29pm.

**Segelbaum** asked staff to respond to the density concern with the original PUD planning for three lots and the amendment introducing four. **Zimmerman** responded with slides from the presentation and elaborated on the narrowness of those preliminary lots in addition to the setbacks. The same amount of land is utilized. **Blum** asked about the easement concern and measurements. **Zimmerman** responded that the easement came up when the variance was applied for, and the resident who spoke at the public hearing understood he had an easement over part of the road. After legal analysis, it was discovered that the easement allowed the 1807 resident to utilize the private road as

it's owned by the owner of the PUD. That means that the resident is granted access through that easement, the access is not under that resident's control.

**Blum** addressed the flow of water and the filtration basin. **Zimmerman** responded that the plans for the basin were approved by the city and are under review with the Bassett Creek Watershed. If there were an emergency water situation, the basin is set to flow in to the lake instead of backing up.

**Segelbaum** asked if the lots would meet requirements to possibly be subdivided one day.

**Zimmerman** stated that even though the lots were large, they likely wouldn't be able to be subdivided due to the frontage access and stormwater needs for that area.

**Segelbaum** stated that the density is shifting but it's not overly dense with the modifications, while another house is being added, the trade-off is greater water quality in the stormwater and thus Sweeny Lake. **Blum** echoed this approval.

**MOTION** made by **Commissioner Johnson**, seconded by **Commissioner Sadeghi** to recommend approval of the PUD Amendment 120 to subdivide properties within an existing PUD and incorporate some portions of adjacent properties. The motion carried unanimously.

## 5. Informal Public Hearing – Zoning Code Text Amendment

Applicant: City of Golden Valley

Purpose: Amending zoning districts to regulate tobacco sales

**Myles Campbell, City Planner**, started his presentation by recapping the February 10<sup>th</sup> meeting. After reviewing a number of scenarios, commissioners generally preferred a limited definition of youth-oriented facilities. This met the goal of mitigating youth tobacco exposure over a broader restriction based on a zoning category. Commissioners also wanted to preserve a good portion of eligible commercial land and specifically commercial land in the downtown area. **Campbell** reminded the group that the goal for tonight's public hearing is to come to a consensus on restrictions regarding tobacco retail establishments and to recommend ordinance language to the City Council for review and approval.

**Campbell** continued by summarizing two parallel sets of zoning language: one restricting tobacco retail establishments based on proximity to parcels zoned for assembly type uses, the other restricting them based on proximity to a defined set of youth-oriented facilities. **Campbell** followed with proposed language changes to city code, varying slightly depending on the determination of the commissioners. **Campbell** added that the zoning category of Assembly has yet to be adopted by the City Council. In the interim, the existing Institutional designations will need to be utilized until that code is amended to include Assembly as a zoning category. **Commissioner Segelbaum** asked for clarification on those items and where a community center is categorized, **staff** responded it falls under an I-3 zone.

**Campbell** displayed 6 scenarios maps, three buffer examples for each of the two options.

Staff recommends that commissioners adopt language based on mapped scenario E. This will define youth-oriented facilities and establish 750-foot buffer around any schools, playgrounds, and athletic fields, within which a tobacco retail establishment would be restricted from locating.

- Section 113-1 would be amended to include a definition of youth-oriented facilities



Sweeney Lake Shores PUD Narrative  
9-13-19

The following describes the rationale for the proposed Planned Unit Development (PUD) as well as differences from the underlying zoning requirements and descriptions of the over-all development concept.

The proposed Sweeney Lake Shores PUD is the redevelopment of vacant residential land along with the re-platting of adjacent single-family parcels to complete a large “estate lot” single family vision for this area along the western shoreline of Sweeney Lake. Due to the unique shape of the vacant parcels with no access to public streets, and the existing platted parcels with existing homes, private driveways, lakeshore restrictions and other qualities unique to this land, a subdivision adhering to a standard zoning district is not feasible. A PUD is the best way to provide high quality, creative development of this area into large estate lots that will fit in well with the character of the surrounding homes and lots.

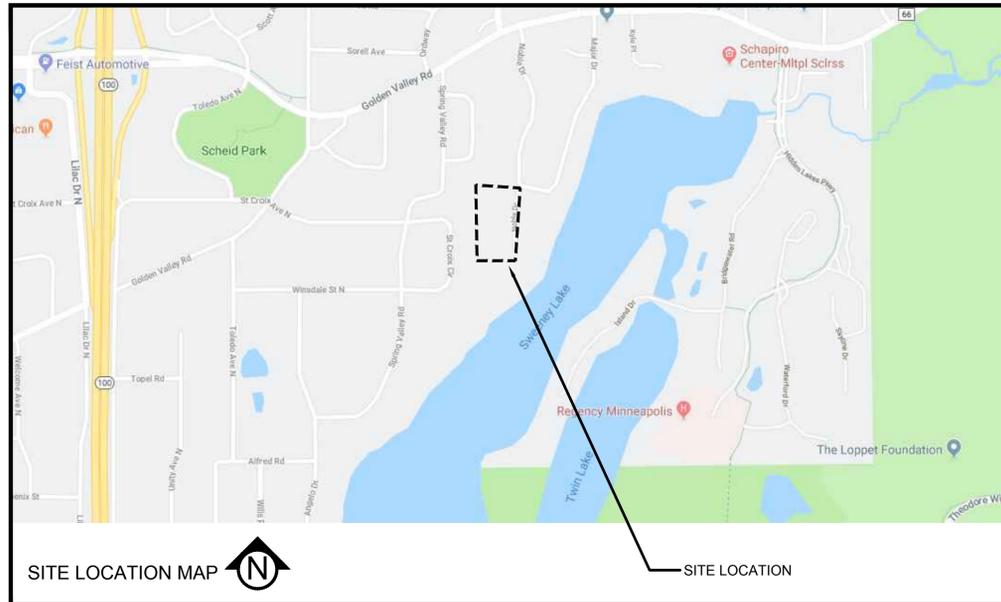
The underlying zoning for this area is Single Family (R-1). This underlying zoning standards are not proposed to be changed. The proposed lots will generally exceed all the lot size and dimensional minimums in the R-1 district. The only difference in the proposed PUD is that the lots will not have frontage on a public street. The lots in the PUD will be served by a shared private driveway.

The overall development concept is somewhat unique to Golden Valley in terms of recent single-family subdivisions which adds to the variety of housing stock that is available within the City. This project is proposing larger estate lots, an acre plus in size which has many benefits. The larger lots provide additional open space and less impervious surfaces, has the potential so save more trees and have a lesser impact on Sweeney Lake due to generating less runoff. This project will be an asset to not only this area of the City, but to Golden valley as a whole.

# SWEENEY LAKE SHORES PUD

GOLDEN VALLEY, MINNESOTA  
ISSUED FOR: CITY RESUBMITTAL

PRELIMINARY:  
NOT FOR  
CONSTRUCTION



PROJECT  
**SWEENEY LAKE SHORES PUD**  
GOLDEN VALLEY, MN 55422  
**JOHN GABBERT**  
312 FERNDALE ROAD WEST, WAYZATA, MN 55391

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
*Matthew R. Pavek*  
Matthew R. Pavek  
DATE 09/27/19 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
09/27/19	PRELIMINARY PLAT SUBMITTAL
11/08/19	RESUBMITTAL
01/10/20	CITY RESUBMITTAL
01/29/20	CITY RESUBMITTAL
02/12/20	CITY RESUBMITTAL

DRAWN BY: WB, KW REVIEWED BY: MP  
PROJECT NUMBER: 19280

REVISION SUMMARY

DATE	DESCRIPTION

TITLE SHEET

C0.0

**DEVELOPER / PROPERTY OWNER:**

JOHN GABBERT  
312 FERNDALE ROAD WEST  
WAYZATA, MN 55391  
612-803-2620

**ENGINEER / LANDSCAPE ARCHITECT:**

CIVIL SITE GROUP  
4931 W 35TH STREET  
SUITE 200  
ST LOUIS PARK, MN 55416  
612-615-0060

**SURVEYOR:**

CORNERSTONE LAND SURVEYING INC.  
1970 NORTHWESTERN AVE. SUITE #200  
STILLWATER, MN 55082  
651-275-8969

**GEOTECHNICAL ENGINEER:**

HAUGO GEOTECHNICAL SERVICES  
2825 CEDAR AVENUE SOUTH  
MINNEAPOLIS, MN 55407

**MASTER LEGEND:**

----- 1125 -----	EX. 1' CONTOUR ELEVATION INTERVAL		PROPOSED MANHOLE STORM
X 1137.12	EXISTING SPOT GRADE ELEVATION		PROPOSED CATCH BASIN OR CATCH BASIN MANHOLE STORM
----- 1137 -----	1.0' CONTOUR ELEVATION INTERVAL		PROPOSED GATE VALVE
41.26	SPOT GRADE ELEVATION (GUTTER/FLOW LINE UNLESS OTHERWISE NOTED)		PROPOSED FIRE HYDRANT
891.00 G	SPOT GRADE ELEVATION TOP OF CURB (GUTTER TOP)		PROPOSED MANHOLE SANITARY
891.00 TC	SPOT GRADE ELEVATION TOP OF WALL		PROPOSED SIGN
891.00 BS/TS	SPOT GRADE ELEVATION BOTTOM OF WALL		PROPOSED LIGHT
	DRAINAGE ARROW		PROPOSED SANITARY SEWER
	EMERGENCY OVERFLOW		PROPOSED STORM SEWER
EOF=1135.52			PROPOSED WATER MAIN
	SILT FENCE / BIOROLL - GRADING LIMIT		EXISTING SANITARY SEWER
	INLET PROTECTION		EXISTING STORM SEWER
	STABILIZED CONSTRUCTION ENTRANCE		EXISTING WATER MAIN
	SOIL BORING LOCATION		EXISTING GAS MAIN
	CURB AND GUTTER (T.O = TIP OUT)		EXISTING UNDERGROUND ELECTRIC
			EXISTING UNDERGROUND CABLE
			EXISTING MANHOLE
			EXISTING CATCH BASIN
			EXISTING HYDRANT
			EXISTING STOPBOX
			EXISTING GATE VALVE
			EXISTING LIGHT
			EXISTING GAS METER
			EXISTING ELECTRIC BOX
			EXISTING GAS VALVE



Know what's below.  
Call before you dig.

SHEET INDEX

SHEET NUMBER	SHEET TITLE
C0.0	TITLE SHEET
V1.0	SITE SURVEY
C2.0	SITE PLAN / PRELIMINARY PLAT
C3.0	GRADING PLAN
C4.0	UTILITY PLAN
C5.0	CIVIL DETAILS
L1.0	LANDSCAPE PLAN
SW1.0	SWPPP - EXISTING CONDITIONS
SW1.1	SWPPP - PROPOSED CONDITIONS
SW1.2	SWPPP - DETAILS
SW1.3	SWPPP - NARRATIVE
SW1.4	SWPPP - ATTACHMENTS
SW1.5	SWPPP - ATTACHMENTS

**GABBERT LEGAL DESCRIPTION:**

LEGAL DESCRIPTION PER CERTIFICATE OF TITLE NO. 146711  
 Lot 1, Block 1, Sweeney Lake Woods PUD No. 120  
 Together with a perpetual service road easement now over and upon Outlot A, as shown in Deed Doc No. 754421;  
 Subject to drainage and utility easements as shown on plat. Subject to restrictions as reserved in Deed document no(s) 5545909 (TORRENS)  
 LEGAL DESCRIPTION PER TITLE COMMITMENT NO. 1294571 BY EDINA REALTY TITLE, INC. AS AGENTS FOR TITLE RESOURCES GUARANTY COMPANY  
 Lot 3, Auditor's Subdivision No. 330, except that part thereof platted as Wessin Addition, as Gopher Addition and Samuelson's Lakeview Addition. (Abstract)  
 AND, The North 30 feet of Lot 2, Block 1, Samuelson's Lakeview Addition  
 AND, Tract H, Registered Land Survey No. 1104 (Torrens), Hennepin County, Minnesota

LEGAL DESCRIPTION PER TITLE COMMITMENT NO. 1294588 DATED AUGUST 26, 2018 BY EDINA REALTY TITLE, INC. AS AGENTS FOR TITLE RESOURCES GUARANTY COMPANY  
 That part of Lot 3, Block 1, Golden View, embraced within Lot 7, Block 1, Samuelson's Lakeview Addition, Hennepin County, Minnesota. (Torrens Property)  
 and  
 Lot 3, Block 1, Golden View, except that part of Lot 3, Block 1, Golden View, embraced within Lot 7, Block 1, Samuelson's Lakeview Addition, Hennepin County, Minnesota. (Abstract Property)

**SBB LAKE, LLC LEGAL DESCRIPTION:**

LEGAL DESCRIPTION PER TITLE COMMITMENT NO. PRE237796 BY EDINA REALTY TITLE, INC. AS AGENT FOR OLD REPUBLIC TITLE INSURANCE COMPANY.  
 Lot 2, Block 1, HANSON WOOD SHORES, Hennepin County, Minnesota.

**SBB LAKE, LLC TITLE NOTES:**

- EXCEPTIONS PER TITLE COMMITMENT NO. PRE237796 BY EDINA REALTY TITLE, INC. AS AGENT FOR OLD REPUBLIC TITLE INSURANCE COMPANY..
- 25. Subject to Terms and conditions of Conservation Easement Doc. No. 5246720
- 26. Subject to Terms and conditions of Declaration per Doc. No. T5482817.

**TITLE NOTES:**

MEMORIALS AND ITEMS LISTED IN CERTIFICATE OF TITLE NO. 146711  
 Service road easement per Deed Doc No 754421 (now shown graphically as Outlot A, Sweeney Lake Woods)  
 Subject to drainage and utility easements as shown on plat of Sweeney Lake Woods. (Shown Graphically)  
 Subject to restrictions as reserved in Deed Doc. No(s) 5545909. (See letter from Lecy to Gabbert)  
 Sanitary Sewer Easement per Doc. No. T574611/A3144805. Shown Graphically.  
 Court Order per Doc. No. T857061 directing service road easement (Does not affect parcel - nly of Outlot A, SWEENEY LAKE WOODS).  
 Maintenance Agreement per Doc. No. T5298571. (Affects all of SWEENEY LAKE WOODS).  
 Amended Home Owners Association per Doc. No. T5391907 Replacing Declaration document no(s) 5311752 (Affects all of SWEENEY LAKE WOODS).  
 Conservation Easement per Doc. No. T5566449. (Shown Graphically).

EXCEPTIONS PER TITLE COMMITMENT NO. 1294571 BY EDINA REALTY TITLE, INC. AS AGENTS FOR TITLE RESOURCES GUARANTY COMPANY (Former Wessin Property - PID 1802924310002 (Abstract) PID 1802924420036 (Torrens))  
 TITLE COMMITMENT LISTS NO EXCEPTIONS  
 CERTIFICATE OF TITLE NO. 1478582 memorial list Sanitary Sewer Easement per Doc. No. T574611/A3144805. Shown Graphically.  
 EXCEPTIONS ARE PER CERTIFICATE OF TITLE NO. 1294588 DATED AUGUST 26, 2018 BY EDINA REALTY TITLE, INC. AS AGENTS FOR TITLE RESOURCES GUARANTY COMPANY (Haines Property - PID NO. 1802424340058)  
 6. Subject to building restrictions as set out in Book 1583 of Deeds, page 386. (Covers entire property)  
 7. Resolution recorded as Document No. T5026978 and A9967450 vacating drainage and utility easement. (Covers all property within the Golden View plat).  
 8. Easement recorded as Document No. T5102163 and A9987657 for conservation purposes. (Shown Graphically.)  
 9. Terms and conditions of Development Agreement recorded as Document No. 9886006. (Covers all property within the Golden View plat).

**WEISS LEGAL DESCRIPTION:**

LEGAL DESCRIPTION PER CERTIFICATE OF TITLE NO. 1433236  
 Lot 2, Block 1, Sweeney Lake Woods PUD No. 120  
 Subject to drainage and utility easements as shown on plat.  
 Together with a perpetual service road easement now over and upon Outlot A, as shown in Deed Doc No 754421 y, Minnesota. (Abstract Property)  
 LEGAL DESCRIPTION PER CERTIFICATE OF TITLE NO. 1470937  
 Lot 3, Block 1, Sweeney Lake Woods PUD No. 120  
 Subject to drainage and utility easements as shown on plat.

**WEISS TITLE NOTES:**

MEMORIALS AND ITEMS LISTED IN CERTIFICATE OF TITLE NO. 1433236/1470937  
 Service road easement per Deed Doc No 754421 (now Outlot A, Sweeney Lake Woods) (Shown Graphically)  
 Sanitary Sewer Easement per Doc. No. T574611/A3144805. Shown Graphically.  
 Court Order per Doc. No. T857061 directing service road easement (Does not affect parcel - nly of Outlot A, SWEENEY LAKE WOODS).  
 Maintenance Agreement per Doc. No. T5298571. (Affects all of SWEENEY LAKE WOODS).  
 Amended Home Owners Association per Doc. No. T5391907 Replacing Declaration document no(s) 5311752 (Affects all of SWEENEY LAKE WOODS).  
 Conservation Easement per Doc. No. T5383539. (Shown Graphically).

**SURVEY NOTES:**

- BEARINGS ARE BASED ON COORDINATES SUPPLIED BY THE HENNEPIN COUNTY SURVEYORS OFFICE.
- UNDERGROUND UTILITIES SHOWN PER GOPHER ONE LOCATES AND AS-BUILTS PLANS PROVIDED BY THE CITY OF GOLDEN VALLEY PUBLIC WORKS DEPARTMENT.
- THERE MAY BE SOME UNDERGROUND UTILITIES, GAS, ELECTRIC, ETC. NOT SHOWN OR LOCATED.

**BENCHMARKS**

ELEVATIONS BASED ON INFORMATION AS SHOWN ON THE MNDOT GEODETIC WEBSITE. SURVEY DISK CV 006 WITH AN ELEVATION OF 867.50 WAS USED TO ESTABLISH VERTICAL CONTROL FOR THIS SURVEY (NAVD 88)

**UNDERGROUND UTILITIES NOTES:**

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THIS SURVEY HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. GOPHER STATE ONE CALL LOCATE TICKET NUMBER(S) 183032758. SOME MAPS WERE RECEIVED, WHILE OTHER UTILITIES DID NOT RESPOND TO THE LOCATE REQUEST. ADDITIONAL UTILITIES OF WHICH WE ARE UNAWARE MAY EXIST.

CALL BEFORE YOU DIG!  
**Gopher State One Call**  
 TWIN CITY AREA: 651-454-0002  
 TOLL FREE: 1-800-252-1166

**TREE INVENTORY:**

TAG #	TREE SPECIES	DBH	NOTES	TAG #	TREE SPECIES	DBH	NOTES
901	Boxelder	14		953	White Oak	26	
902	Boxelder	15		954	White Oak	14	
903	Locust	8		955	White Oak	20	
904	Locust	18		956	White Oak	24	
905	Hackberry	12		957	White Oak	26	
906	Rock Elm	15		958	Locust	12	
907	Rock Elm	15		959	White Oak	26	
908	Rock Elm	8		960	White Oak	12	
909	Rock Elm	12		961	White Oak	18	
910	Rock Elm	8		962	White Oak	20	
911	Rock Elm	10		963	White Oak	18	
912	Rock Elm	10		964			Last Tag
913	Bur Oak	20		965			Last Tag
914	Rock Elm	8		966	White Oak	20	
915	Rock Elm	8		967	Cottonwood	44	
916	Boxelder	6		968	White Oak	18	
917	Boxelder	12		969	Sugar Maple	12	
918	Boxelder	8		970	Boxelder	7	
919	Ginkgo	6		971	Maple	10	
920	Paper Birch	6	Triple	972	Spruce	15	
921	Apple Tree	15	not a double	973	Paper Birch	18	
922	Ash	12		974	Paper Birch	20	
923	Ash	9		975	Paper Birch	12	
924	Sugar Maple	20		976	Paper Birch	26	
925	Sugar Maple	13		977	Locust	10	
926			Down	978	Locust	11	
927	Ginkgo	24		979	Locust	10	
928	Elm	12		980	Locust	10	
929	Sugar Maple	6		981	Spruce	12	
930	Elm	6		982	Locust	12	
931	Boxelder	9		983	Oak	18	
932	Boxelder	16		984	Boxelder	10	
933	Boxelder	24		985	Boxelder	10	
934	Boxelder	9		986	Boxelder	12	
935	Boxelder	18		987	Boxelder	12	
936	Boxelder	8		988	Boxelder	12	
937	Boxelder	10		989	Boxelder	20	
938	Boxelder	9		990	Silver Maple	9	
939	Rock Elm	16		991	Silver Maple	8	
940	Sugar Maple	15		992	Silver Maple	7	
941	Sugar Maple	16		993	Silver Maple	7	
942	Rock Elm	14		994	Boxelder	9	
943	Boxelder	14		995	Silver Maple	12	
944	Boxelder	14		996	Silver Maple	24	
945	Cottonwood	52	Double	997	Boxelder	6	
946	Cottonwood	44		998	Silver Maple	14	
947	Cottonwood	32		999	Boxelder	13	
948	Cottonwood	58		1000	Ash	11	
949	Locust	15		A	Spruce	8	NOT TAGGED
950	Rock Elm	16		B	Spruce	7	NOT TAGGED
951	Locust	12		C	Spruce	8	NOT TAGGED
952	White Oak	22					

**GABBERT RESIDENCE**  
 GOLDEN VALLEY, MINNESOTA

**CONTACT:**  
 CIVIL SITE GROUP  
 Attn: Matt Pavek  
 4931 West 35th Street  
 Suite 200  
 St. Louis Park, MN 55416  
 Phone: 612.615-0060 Email: mpavek@civilsitegroup.com

**COUNTY/CITY:**  
 HENNEPIN COUNTY  
 CITY OF GOLDEN VALLEY

**REVISIONS:**

DATE	REVISION
12-21-18	PRELIM. ISSUE
03-12-19	ROUGH LAYOUT
09-10-19	INITIAL ISSUE
11-22-19	ADD TREES/ADJ EL

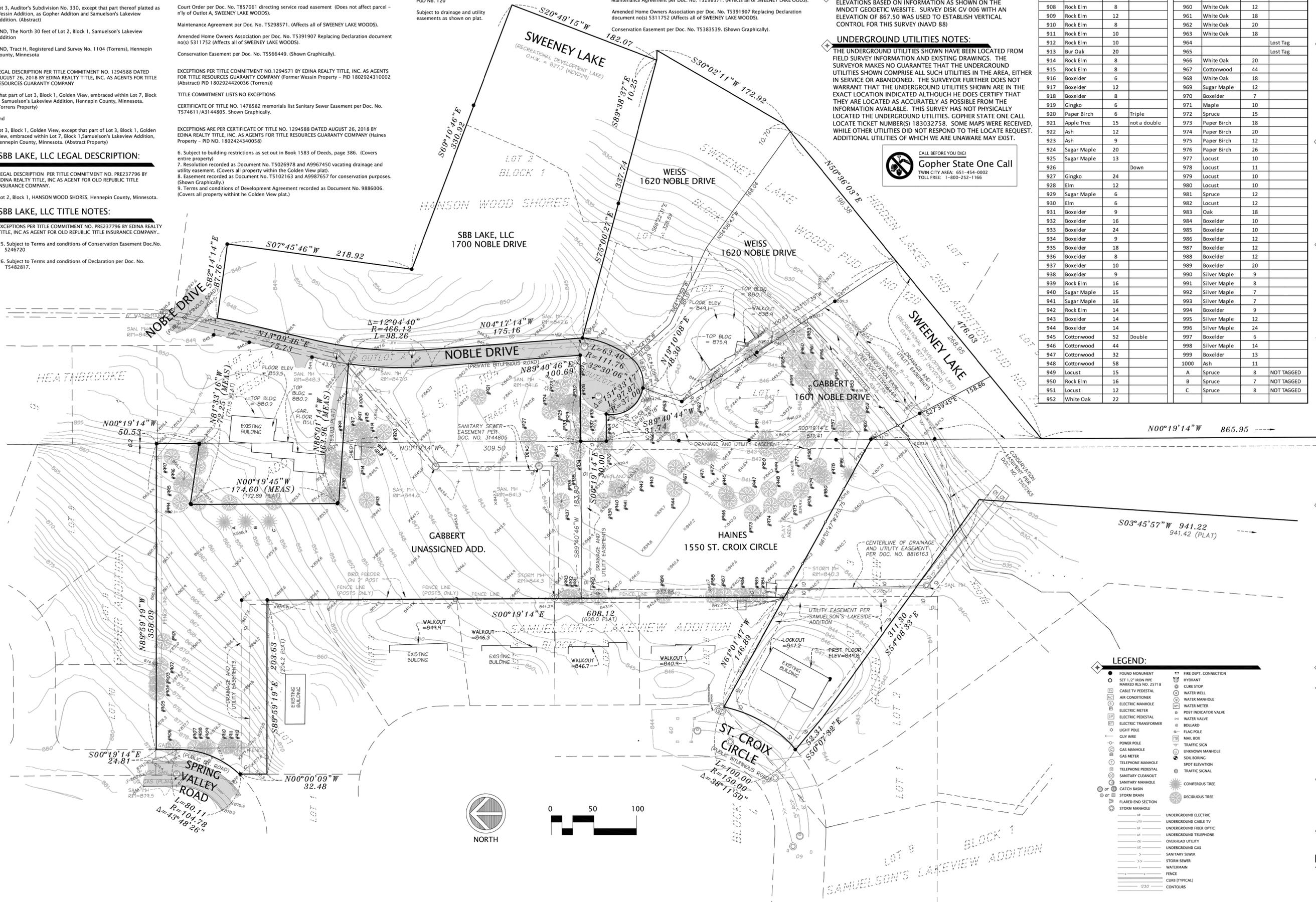
**CERTIFICATION:**  
 I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.  
  
 Daniel L. Thurmes Registration Number: 25718  
 Date: 12-21-18

**PROJECT LOCATION:**  
**1601 NOBLE DRIVE**  
 PID#1802924430019  
 PID#1802924340058  
 PID#1802924310002  
 PID#1802924420056  
 PID#1802924430020  
 PID#1802924430021  
 PID#1802924420050

Suite #200  
 1970 Northwestern Ave.  
 Stillwater, MN 55082  
 Phone 651.275.8969  
 Fax 651.275.8976  
 dan@cssurvey.net

**CORNERSTONE LAND SURVEYING, INC.**

FILE NAME SURVSTR61A  
 PROJECT NO. STR18061A  
 SHEET  
**V1.0**



**LEGEND:**

- FOUND MONUMENT
- SET 1/2" IRON PIPE MARKED RLS NO. 25718
- CABLE TV RESTRICTION
- ⊕ AIR CONDITIONER
- ⊖ ELECTRIC MANHOLE
- ⊕ ELECTRIC METER
- ⊖ ELECTRIC PEDESTAL
- ⊕ ELECTRIC TRANSFORMER
- ⊖ LIGHT POLE
- ⊕ GUY WIRE
- ⊖ POWER POLE
- ⊕ GAS MANHOLE
- ⊖ GAS METER
- ⊕ TELEPHONE MANHOLE
- ⊖ TELEPHONE PEDESTAL
- ⊕ SANITARY CLEANOUT
- ⊖ SANITARY MANHOLE
- ⊕ CATCH BASIN
- ⊖ STORM DRAIN
- ⊕ FLARED END SECTION
- ⊖ STORM MANHOLE
- ⊕ FIRE DEPT. CONNECTION
- ⊖ CURB STOP
- ⊕ WATER WELL
- ⊖ WATER METER
- ⊕ POST INDICATOR VALVE
- ⊖ WATER VALVE
- ⊕ BOLLARD
- ⊖ FLAG POLE
- ⊕ MAIL BOX
- ⊖ TRAFFIC SIGN
- ⊕ UNKNOWN MANHOLE
- ⊖ SOIL BORING
- ⊕ SPOT ELEVATION
- ⊖ TRAFFIC SIGNAL
- ⊕ CONFIRMED TREE
- ⊖ DECIDUOUS TREE
- UNDERGROUND ELECTRIC
- UNDERGROUND CABLE TV
- UNDERGROUND FIBER OPTIC
- UNDERGROUND TELEPHONE
- OVERHEAD UTILITY
- UNDERGROUND GAS
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- FENCE
- CURB (TYPICAL)
- CONTOURS

**CITY OF GOLDEN VALLEY SITE SPECIFIC NOTES:**

1. DETAILED LANDSCAPE PLAN WILL BE SUBMITTED AT TIME OF FINAL PLANS SUBMITTAL.
2. CONSTRUCTION PHASING PLANS WILL BE SUBMITTED PRIOR TO COUNCIL CONSIDERATION OF FINAL PLAT.
3. PHASE 2 GRADING OF INDIVIDUAL HOME SITES TO BE IN ACCORDANCE WITH THE APPROVED OVERALL GRADING PLAN.
4. PHASE 2 INDIVIDUAL GRADING PLANS WILL REQUIRE THAT ALL IN-PLACE STORMWATER BMP'S BE PROTECTED WITH 2 LAYERS OF SILT FENCING OR SIMILAR DURING CONSTRUCTION OF HOMES.

**PRELIMINARY PLAT NOTES:**

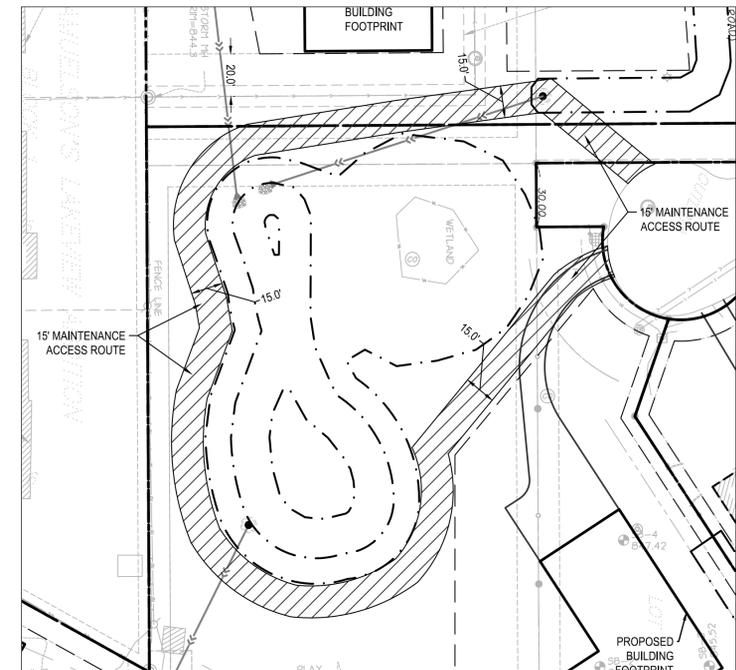
1. PROPOSED NAME OF SUBDIVISION: SWEENEY LAKE SHORES PUD
2. LEGAL DESCRIPTION OF THE PROPERTY: PID #: 1802924310002, 1802924430058, 1802924420036, 1802924430019, 1802924430020, 1802924430021, 1802924420050.
3. SITE ADDRESS: ADDRESSES ASSOCIATED WITH PID NUMBERS LISTED ABOVE.
4. PROPERTY OWNER: BRET AND DAWN WEISS, JOHN GABBERT, J D HAINES AND H J C HAINES AND SARAH BLACK.
5. SUBDIVIDER: JOHN GABBERT
6. ENGINEER: CIVIL SITE GROUP, 4931 W 35TH ST, SUITE 200, ST. LOUIS PARK, MN 55416
7. SURVEYOR: CORNERSTONE LAND SURVEYING INC., 1970 NORTHWESTERN AVE. SUITE #200, STILLWATER, MN 55082
8. CURRENT ZONING: R-1/PUD
9. PROPOSED SETBACKS: PER R-1 OF THE CITY OF GOLDEN VALLEY; 35' FRONT, 15' SIDE, 25' REAR.
10. THE GROSS LAND AREA IS 562,877 +/- SQUARE FEET OR 12.92 +/- ACRES.

**SITE AREA TABLE:**

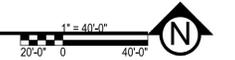
OWNER	LOT	INC. IN PUD (Y/N)	GROSS LAND AREA (SF)	ABOVE OHW	SF IMPERVIOUS	% IMPERVIOUS AREA	SF ASSUMED FOR STORMWATER	% ASSUMED FOR STORMWATER
GABBERT	1	N	42,073	42,073	6,158	0.15	10,000	24%
GABBERT	2	Y	42,739	42,739	6,636	0.16	12,000	28%
GABBERT	3	Y	39,425	39,425	7,837	0.20	12,000	30%
GABBERT	4	Y	105,023	90,347	8,871	0.08	20,000	19%
HAINES	5	N	153,771	48,845	3,854	0.03	10,000	7%
WEISS	6	Y	63,365	40,206	5,070	0.08	10,000	16%
BLACK	7	N	116,481	92,098	11,729	0.10	10,000	9%

TOTAL	562,877	395,733
ACRES	12.92	9.08

TOTAL AREA IN PUD	250,552	212,717
ACRES IN PUD	5.75	4.88

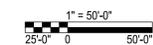


1 POND MAINTENANCE ACCESS ROUTE



**SITE PLAN LEGEND:**

- PROPERTY LINE
- - - PROPOSED EASEMENT
- - - PROPOSED SETBACK
- SIGN AND POST ASSEMBLY. SHOP DRAWINGS REQUIRED.
- HC = ACCESSIBLE SIGN
- NP = NO PARKING FIRE LANE
- ST = STOP
- CP = COMPACT CAR PARKING ONLY



**PRELIMINARY:  
NOT FOR  
CONSTRUCTION**

**SWEENEY LAKE SHORES PUD**

GOLDEN VALLEY, MN 55422  
**JOHN GABBERT**  
312 FERNDALE ROAD WEST, WAYZATA, MN 55391

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

Matthew R. Pavek  
DATE: 09/27/19 LICENSE NO. 44263

**ISSUE/SUBMITTAL SUMMARY**

DATE	DESCRIPTION
09/27/19	PRELIMINARY PLAT SUBMITTAL
11/06/19	RESUBMITTAL
01/10/20	CITY RESUBMITTAL
01/29/20	CITY RESUBMITTAL
02/13/20	CITY RESUBMITTAL

DRAWN BY: WB, KW REVIEWED BY: MP  
PROJECT NUMBER: 19280

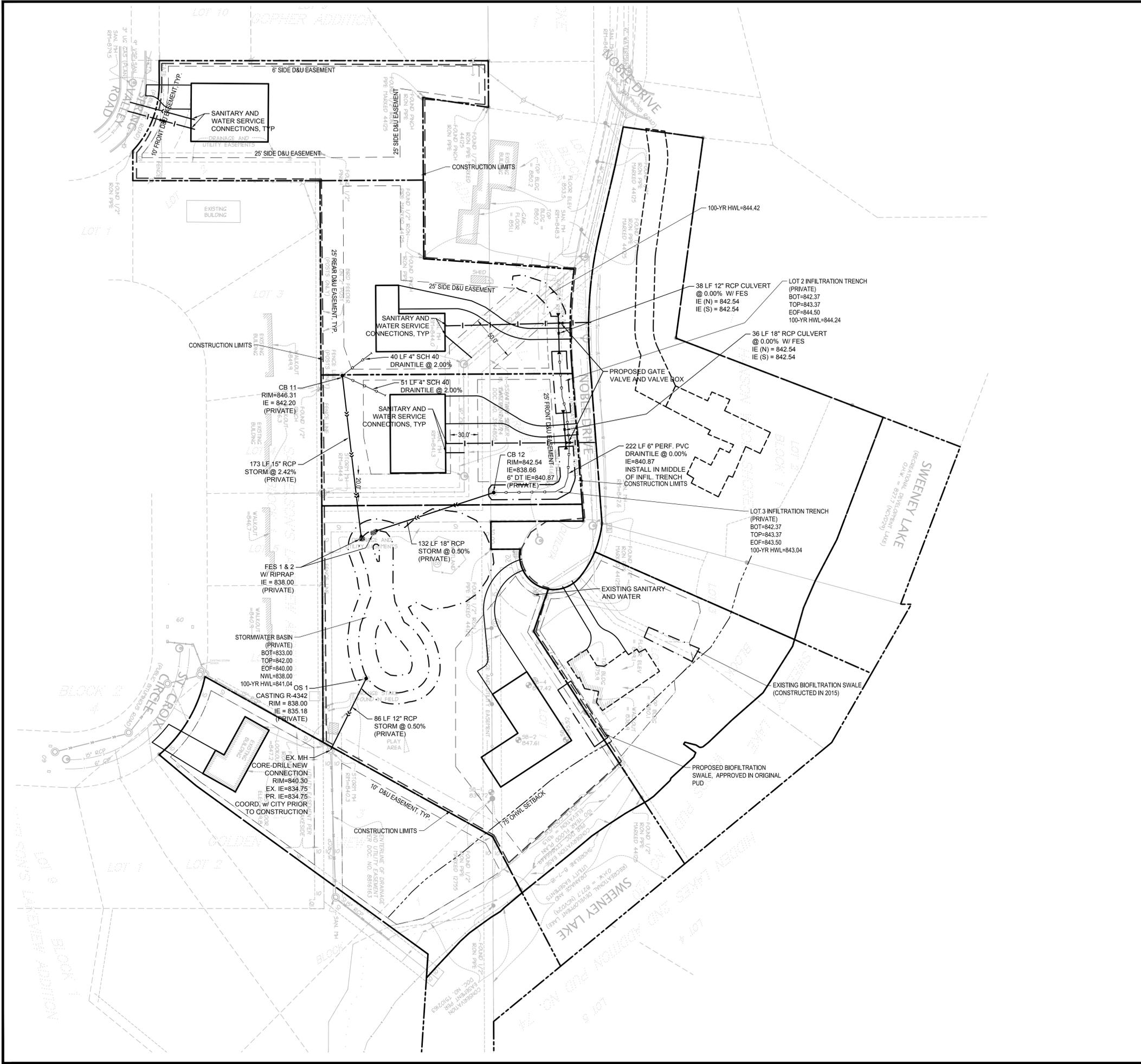
**REVISION SUMMARY**

DATE	DESCRIPTION

**SITE PLAN /  
PRELIMINARY PLAT**

**C2.0**





- GENERAL UTILITY NOTES:**
- SEE SITE PLAN FOR HORIZONTAL DIMENSIONS AND LAYOUT.
  - CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES OR VARIATIONS FROM THE PLANS.
  - ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
  - UTILITY INSTALLATION SHALL CONFORM TO THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION" AND "SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), AND SHALL CONFORM WITH THE REQUIREMENTS OF THE CITY AND THE PROJECT SPECIFICATIONS.
  - CASTINGS SHALL BE SALVAGED FROM STRUCTURE REMOVALS AND RE-USED OR PLACED AT THE DIRECTION OF THE OWNER.
  - ALL WATER PIPE SHALL BE CLASS 52 DUCTILE IRON PIPE (DIP) AWWA C151, ASME B16.4, AWWA C110, AWWA C153 UNLESS OTHERWISE NOTED.
  - ALL SANITARY SEWER SHALL BE SDR 26 POLYVINYL CHLORIDE (PVC) ASTM D3034 & F679, OR SCH 40 ASTM D1785, 2665, ASTM F794, 1866) UNLESS OTHERWISE NOTED.
  - ALL STORM SEWER PIPE SHALL BE HDPE ASTM F714 & F2306 WITH ASTM D3212 SPEC FITTINGS UNLESS OTHERWISE NOTED.
  - PIPE LENGTHS SHOWN ARE FROM CENTER TO CENTER OF STRUCTURE OR TO END OF FLARED END SECTION.
  - UTILITIES ON THE PLAN ARE SHOWN TO WITHIN 5' OF THE BUILDING FOOTPRINT. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR THE FINAL CONNECTION TO BUILDING LINES. COORDINATE WITH ARCHITECTURAL AND MECHANICAL PLANS.
  - CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SUMPED 0.15 FEET PER DETAILS. RIM ELEVATIONS SHOWN ON THIS PLAN DO NOT REFLECT SUMPED ELEVATIONS.
  - ALL FIRE HYDRANTS SHALL BE LOCATED 5 FEET BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.
  - HYDRANT TYPE, VALVE, AND CONNECTION SHALL BE IN ACCORDANCE WITH CITY REQUIREMENTS. HYDRANT EXTENSIONS ARE INCIDENTAL.
  - A MINIMUM OF 8 FEET OF COVER IS REQUIRED OVER ALL WATERMAIN, UNLESS OTHERWISE NOTED. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION TO SANITARY OR STORM SEWER LINES. EXTRA DEPTH WATERMAIN IS INCIDENTAL.
  - A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED FOR ALL UTILITIES, UNLESS OTHERWISE NOTED.
  - ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND COORDINATED WITH THE CITY PRIOR TO CONSTRUCTION.
  - CONNECTIONS TO EXISTING STRUCTURES SHALL BE CORE-DRILLED.
  - COORDINATE LOCATIONS AND SIZES OF SERVICE CONNECTIONS WITH THE MECHANICAL DRAWINGS.
  - COORDINATE INSTALLATION AND SCHEDULING OF THE INSTALLATION OF UTILITIES WITH ADJACENT CONTRACTORS AND CITY STAFF.
  - ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY. ALL PAVEMENT CONNECTIONS SHALL BE SAWCUT. ALL TRAFFIC CONTROLS SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE BUT NOT BE LIMITED TO SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL BE OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
  - ALL STRUCTURES, PUBLIC AND PRIVATE, SHALL BE ADJUSTED TO PROPOSED GRADES WHERE REQUIRED. THE REQUIREMENTS OF ALL OWNERS MUST BE COMPLIED WITH. STRUCTURES BEING RESET TO PAVED AREAS MUST MEET OWNERS REQUIREMENTS FOR TRAFFIC LOADING.
  - CONTRACTOR SHALL COORDINATE ALL WORK WITH PRIVATE UTILITY COMPANIES.
  - CONTRACTOR SHALL COORDINATE CONNECTION OF IRRIGATION SERVICE TO UTILITIES. COORDINATE THE INSTALLATION OF IRRIGATION SLEEVES NECESSARY AS TO NOT IMPACT INSTALLATION OF UTILITIES.
  - CONTRACTOR SHALL MAINTAIN AS-BUILT PLANS THROUGHOUT CONSTRUCTION AND SUBMIT THESE PLANS TO ENGINEER UPON COMPLETION OF WORK.
  - ALL JOINTS AND CONNECTIONS IN STORM SEWER SYSTEM SHALL BE GASTIGHT OR WATERTIGHT. APPROVED RESILIENT RUBBER JOINTS MUST BE USED TO MAKE WATERTIGHT CONNECTIONS TO MANHOLES, CATCHBASINS, OR OTHER STRUCTURES.
  - ALL PORTIONS OF THE STORM SEWER SYSTEM LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED IN ACCORDANCE WITH MN RULES, CHAPTER 4714, SECTION 1109.0.

- CITY OF GOLDEN VALLEY UTILITY NOTES:**
- SEWER AND WATER SERVICES FOR LOTS 2 AND 3 SHALL BE INSTALLED WITH THE PHASE 1 INFRASTRUCTURE AND GRADING. ALL REMAINING SEWER AND WATER SERVICES SHALL BE CONSTRUCTED AT THE TIME OF THE BUILDING PERMIT.

**UTILITY LEGEND:**

	CATCH BASIN
	MANHOLE
	GATE VALVE AND VALVE BOX
	PROPOSED FIRE HYDRANT
	WATER MAIN
	SANITARY SEWER
	STORM SEWER
	FES AND RIP RAP

811 Know what's below. Call before you dig.

North Arrow

Scale: 1" = 50'-0"

25'-0" 0 50'-0"

2/13/2020 2:20 PM

**PRELIMINARY:  
NOT FOR  
CONSTRUCTION**

**PROJECT**  
**SWEENEY LAKE SHORES PUD**  
 GOLDEN VALLEY, MN 55422  
**JOHN GABBERT**  
 312 FERNDALE ROAD WEST, WAYZATA, MN 55391

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

Matthew R. Pavek  
 DATE 09/27/19 LICENSE NO. 44283

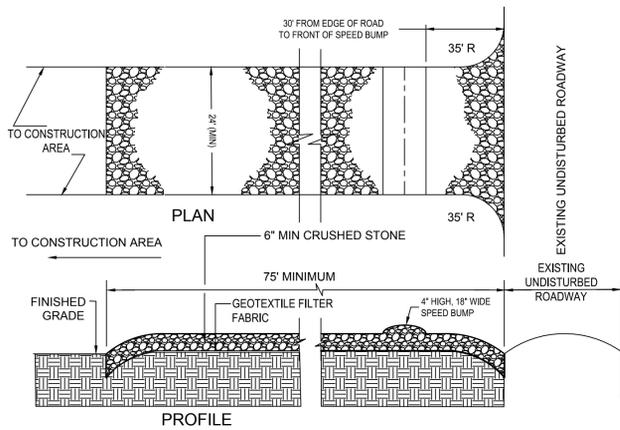
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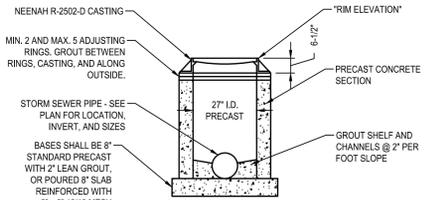
DRAWN BY: WB, KW REVIEWED BY: MP  
 PROJECT NUMBER: 19280

**REVISION SUMMARY**

DATE	DESCRIPTION

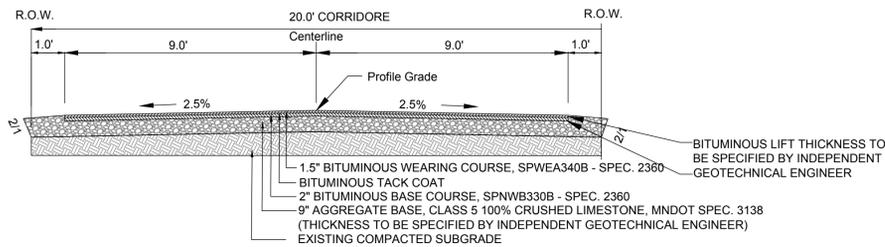


- NOTES:
1. PROVIDE APPROPRIATE TRANSITION BETWEEN STABILIZED CONSTRUCTION ENTRANCE AND UNDISTURBED ROADWAY.
  2. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO UNDISTURBED ROADWAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE OR ADDING STONE TO THE LENGTH OF THE ENTRANCE.
  3. REPAIR AND CLEANOUT MEASURES USED TO TRAP SEDIMENT.
  4. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO UNDISTURBED ROADWAY SHALL BE REMOVED AS DIRECTED BY THE ENGINEER.
  5. FINAL LOCATION AND INSTALLATION SHALL BE COORDINATED WITH THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
  6. CRUSHED STONE SHALL BE 1-1/2" DIA. CLOSE GRADED, AND IN ACCORDANCE TO MNDOT SECTION 2118.



1 CATCH BASIN - 27" DIA.  
NTS

3 STABILIZED CONSTRUCTION ACCESS  
NTS



TYPICAL PRIVATE DRIVEWAY (NO CURB)

TYPICAL NOTES:

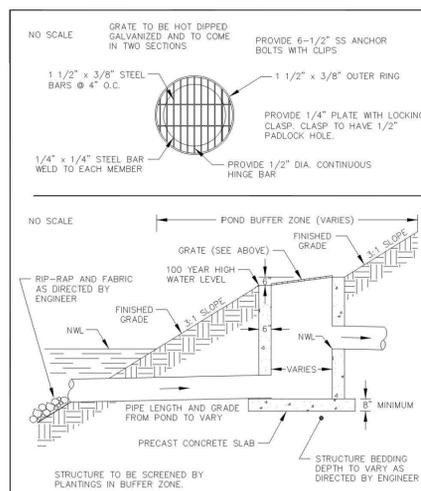
1. SECTIONS ARE THE MINIMUM THICKNESS REQUIRED FOR A PRIVATE DRIVEWAY. BOTH BITUMINOUS PAVEMENT THICKNESS AND CLASS 5 AGGREGATE BASE THICKNESS SHALL BE RECOMMENDED BY AN INDEPENDENT GEOTECHNICAL ENGINEER.
2. DESIGN SHALL BE BASED ON SOIL BORINGS R-VALUE DETERMINED BY AN INDEPENDENT TESTING COMPANY.
3. PRIVATE DRIVEWAY SECTION SHALL BE 7-TON DESIGN STANDARD.
4. TACK COAT SHALL BE PLACED BETWEEN BITUMINOUS LIFTS. THE STREET SHALL BE CLEANED PRIOR TO PLACING THE TACK COAT.

GRADING NOTES:

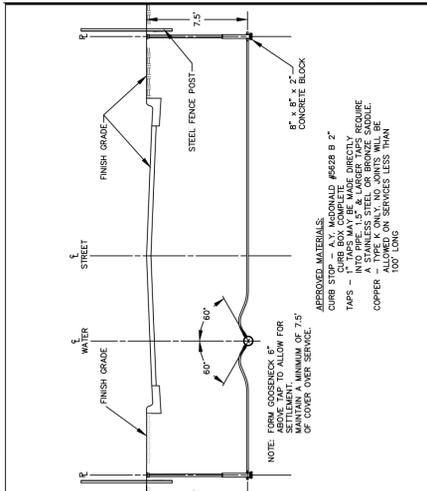
1. IN AREAS OF FILL, BACKFILL SHALL BE COMPACTED PER SOIL REPORT RECOMMENDATIONS AND STRUCTURALLY BUILT WITH A 1:1 SLOPE MAX EXTENDING FROM 2' BEHIND THE LIMITS OF BITUMINOUS PAVEMENT OUTWARDS FOR OVERSIZING.
2. ALL ORGANIC OR UNSUITABLE MATERIAL SHALL BE REMOVED FROM BENEATH THE ROADWAY.

PRELIMINARY:  
NOT FOR  
CONSTRUCTION

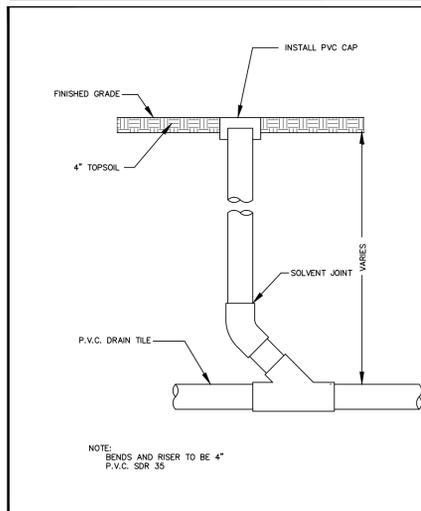
PROJECT  
**SWEENEY LAKE SHORES PUD**  
GOLDEN VALLEY, MN 55422  
**JOHN GABBERT**  
312 FERNDALE ROAD WEST, WAYZATA, MN 55391



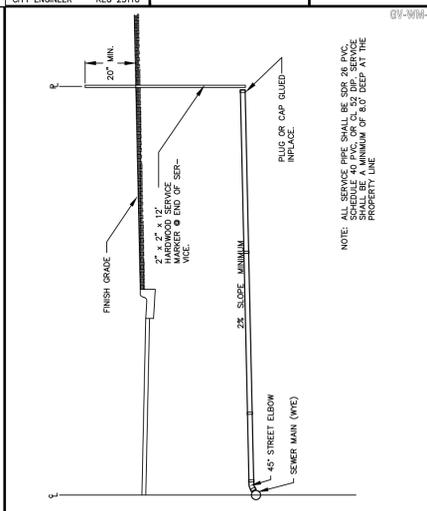
APPROVED JANUARY 1, 2018  
CITY ENGINEER REG. 23110  
**OUTLET CONTROL SKIMMER STRUCTURE WITH GRATE**  
Golden Valley  
GV-ST-080



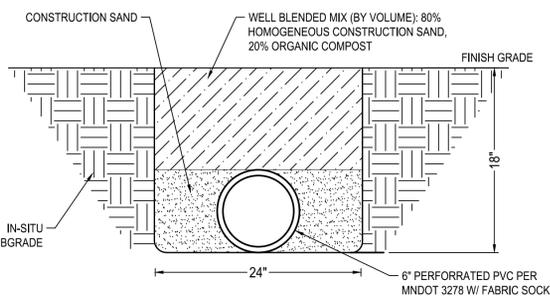
APPROVED DECEMBER 1, 1999  
CITY ENGINEER REG. 23110  
TYPICAL WATER SERVICE (ON 6" TO 8" DUCTILE IRON MAIN)  
CITY OF GOLDEN VALLEY



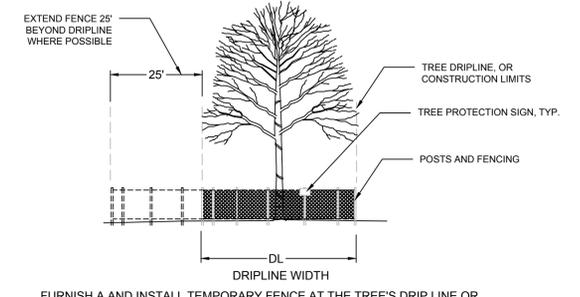
APPROVED DECEMBER 1, 1999  
CITY ENGINEER REG. 23110  
CLEANOUT ASSEMBLY  
CITY OF GOLDEN VALLEY



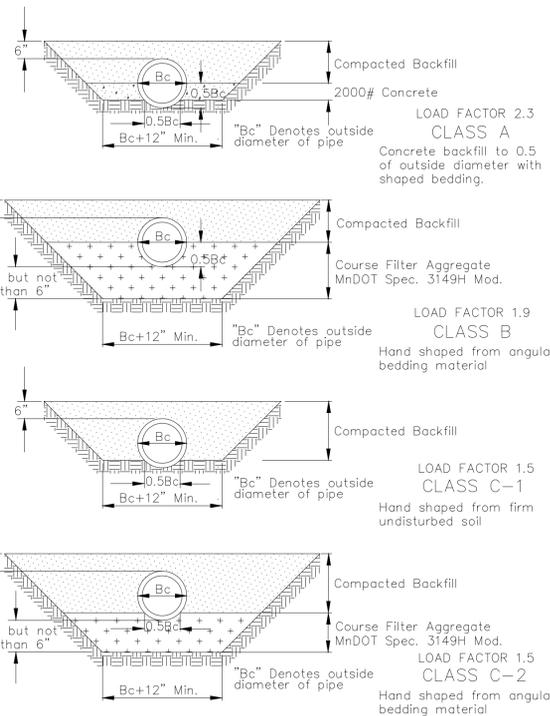
APPROVED DECEMBER 1, 1999  
CITY ENGINEER REG. 23110  
SANITARY SEWER SERVICE  
CITY OF GOLDEN VALLEY



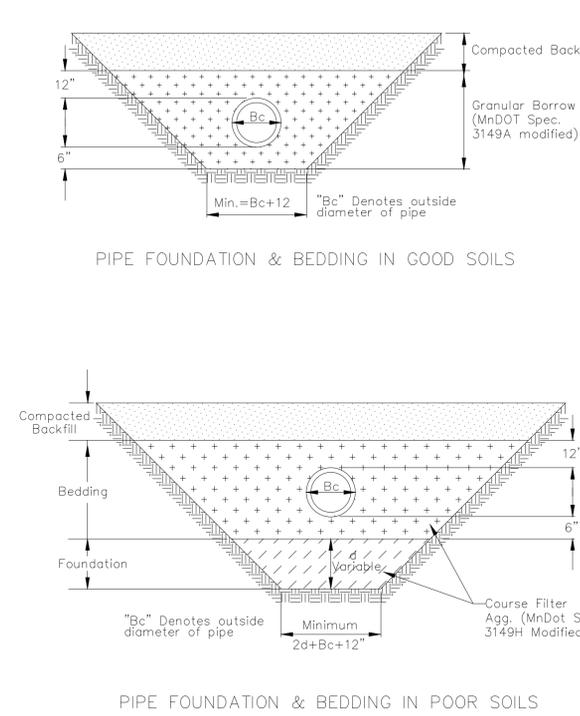
6 6" PVC DRAIN TILE DETAIL  
NTS



2 TREE PROTECTION  
NTS



4 PIPE BEDDING - RCP & DIP  
NTS



5 PIPE BEDDING - PVC  
NTS

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Matthew R. Pavsek  
DATE 09/27/19 LICENSE NO. 44283

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02/13/20	CITY RESUBMITTAL

REVISION SUMMARY	
DATE	DESCRIPTION

DRAWN BY: WB, KW REVIEWED BY: MP  
PROJECT NUMBER: 19280

CIVIL DETAILS

C5.0

**CITY OF GOLDEN VALLEY SITE SPECIFIC NOTES:**

1. DETAILED LANDSCAPE PLAN WILL BE SUBMITTED AT TIME OF FINAL PLANS SUBMITTAL.
2. CONSTRUCTION PHASING PLANS WILL BE SUBMITTED PRIOR TO COUNCIL CONSIDERATION OF FINAL PLAN.
3. PHASE 2 GRADING OF INDIVIDUAL HOME SITES TO BE IN ACCORDANCE WITH THE APPROVED OVERALL GRADING PLAN.
4. PHASE 2 INDIVIDUAL GRADING PLANS WILL REQUIRE THAT ALL IN-PLACE STORMWATER BMP'S BE PROTECTED WITH 2 LAYERS OF SILT FENCING OR SIMILAR DURING CONSTRUCTION OF HOMES.

**PRELIMINARY:  
NOT FOR  
CONSTRUCTION**

**PROJECT**  
**SWEENEY LAKE SHORES PUD**  
GOLDEN VALLEY, MN 55422  
**JOHN GABBERT**  
312 FERNDALE ROAD WEST, WAYZATA, MN 55391

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

*Patrick J. Sarver*  
Patrick J. Sarver  
DATE: 09/27/19 LICENSE NO. 24904

**ISSUE/SUBMITTAL SUMMARY**

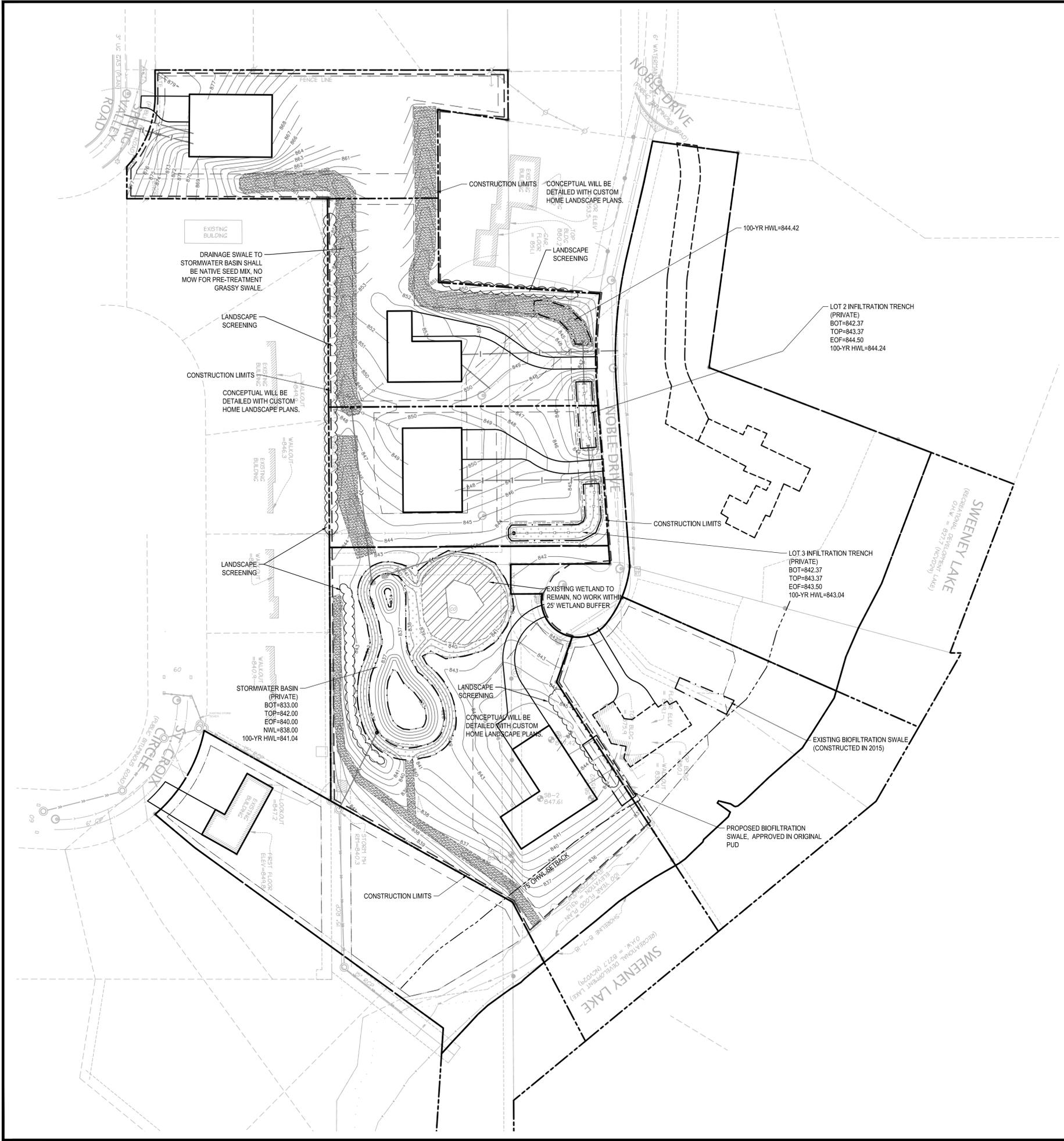
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PROJECT NUMBER: 19280

**REVISION SUMMARY**

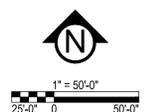
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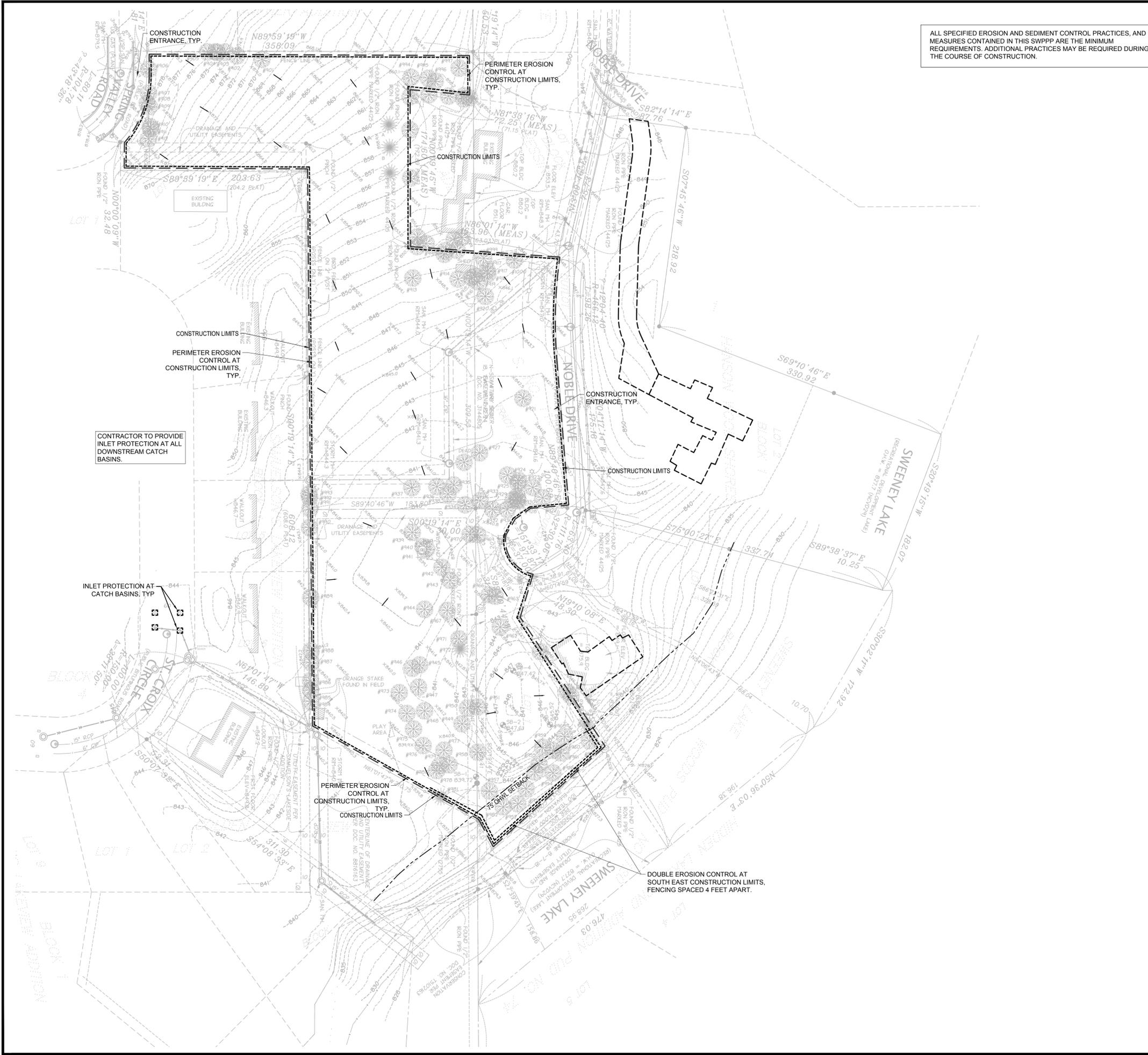
**LANDSCAPE PLAN**  
**L1.0**



- LEGEND**
- SEED
  - SEED TYPE 1 - MNDOT 34-262 WET PRAIRIE, PER MNDOT SEEDING MANUAL SPECIFICATIONS (2014)
  - 25' WETLAND BUFFER

- PROPOSED CANOPY TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- PROPOSED EVERGREEN TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- PROPOSED ORNAMENTAL TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- PROPOSED DECIDUOUS AND EVERGREEN SHRUB SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- PROPOSED PERENNIAL PLANT SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- EDGING
- DECORATIVE BOULDERS (ROUNDED & BLOCK STYLE), 18"-30" DIA.





ALL SPECIFIED EROSION AND SEDIMENT CONTROL PRACTICES, AND MEASURES CONTAINED IN THIS SWPPP ARE THE MINIMUM REQUIREMENTS. ADDITIONAL PRACTICES MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION.

- SWPPP NOTES:**
1. THIS PROJECT IS GREATER THAN ONE ACRE AND WILL REQUIRE AN MPCA NPDES PERMIT. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY EROSION CONTROL PERMITS REQUIRED BY THE CITY.
  2. SEE SHEETS SW1.0 - SW1.5 FOR ALL EROSION CONTROL NOTES, DESCRIPTIONS, AND PRACTICES.
  3. SEE GRADING PLAN FOR ADDITIONAL GRADING AND EROSION CONTROL NOTES.
  4. CONTRACTOR IS RESPONSIBLE FOR SWPPP IMPLEMENTATION, INSPECTIONS, AND COMPLIANCE WITH NPDES PERMIT.

- CITY OF GOLDEN VALLEY EROSION CONTROL NOTES:**
1. PHASE 2 GRADING OF INDIVIDUAL HOME SITES TO BE IN ACCORDANCE WITH THE APPROVED OVERALL GRADING PLAN.
  2. PHASE 2 INDIVIDUAL GRADING PLANS WILL REQUIRE THAT ALL IN-PLACE STORMWATER BMP'S BE PROTECTED WITH 2 LAYERS OF SILT FENCING OR SIMILAR DURING CONSTRUCTION OF HOMES.
  3. ALL ADJACENT STREETS WILL BE SWEEPED DAILY, OR AS DIRECTED BY THE CITY, TO REMOVE ALL ACCUMULATED MATERIALS. FAILURE TO PERFORM ANY STREET SWEEPING WITHIN 24 HOURS OF NOTICE BY THE CITY WILL RESULT IN THE WORK BEING PERFORMED BY THE CITY AND ALL ASSOCIATED COSTS BILLED. THE CITY ALSO REQUIRES REMOVAL OF ACCUMULATED MATERIALS ON STREETS DURING WINTER.
  4. PROVIDE TEMPORARY MEASURES TO STABILIZE THE SOILS NO LATER THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED, AND NO LATER THAN SEVEN DAYS AFTER CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED WHEN DISCHARGE POINTS OF THE PROJECT ARE WITHIN ONE MILE OF A SPECIAL OR IMPAIRED WATER AND FLOWS TO THAT SPECIAL OR IMPAIRED WATER. OPTIONS FOR TEMPORARY OR PERMANENT STABILIZATION MAY INCLUDE EROSION CONTROL MAT, FIBER BLANKETS, NETTING, TEMPORARY SEED, OR TEMPORARY MULCH.

**PRELIMINARY:  
NOT FOR  
CONSTRUCTION**

**PROJECT**  
**SWEENEY LAKE SHORES PUD**  
GOLDEN VALLEY, MN 55422  
**JOHN GABBERT**  
312 FERNDALE ROAD WEST, WAYZATA, MN 55391

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*Matthew R. Pavek*  
Matthew R. Pavek  
DATE 09/27/19 LICENSE NO. 44283

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**DRAWN BY: WB, KW REVIEWED BY: MP**  
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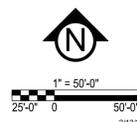
**REVISION SUMMARY**

DATE	DESCRIPTION

SWPPP - EXISTING CONDITIONS

**SW1.0**

- LEGEND:**
- 1125 --- EX. 1' CONTOUR ELEVATION INTERVAL
  - 1137 --- 1.0' CONTOUR ELEVATION INTERVAL
  - DRAINAGE ARROW
  - SILT FENCE / BIOROLL - GRADING LIMIT
  - INLET PROTECTION
  - ▨ STABILIZED CONSTRUCTION ENTRANCE
  - ▨ EROSION CONTROL BLANKET







THE CONTRACTOR AND ALL SUBCONTRACTORS INVOLVED WITH A CONSTRUCTION ACTIVITY THAT DISTURBS SITE SOIL OR WHO IMPLEMENT A POLLUTANT CONTROL MEASURE IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT (DATED AUGUST 1, 2016 #MR100001) AND ANY LOCAL GOVERNING AGENCY HAVING JURISDICTION CONCERNING EROSION AND SEDIMENTATION CONTROL.

### STORMWATER DISCHARGE DESIGN REQUIREMENTS

#### SWPPP

THE NATURE OF THIS PROJECT WILL BE CONSISTENT WITH WHAT IS REPRESENTED IN THIS SET OF CONSTRUCTION PLANS AND SPECIFICATIONS. SEE THE SWPPP PLAN SHEETS AND SWPPP NARRATIVE (ATTACHMENT A CONSTRUCTION SWPPP TEMPLATE) FOR ADDITIONAL SITE SPECIFIC SWPPP INFORMATION. THE PLANS SHOW LOCATIONS AND TYPES OF ALL TEMPORARY AND PERMANENT EROSION PREVENTION AND SEDIMENT CONTROL BMP'S. STANDARD DETAILS ARE ATTACHED TO THIS SWPPP DOCUMENT.

THE INTENDED SEQUENCING OF MAJOR CONSTRUCTION ACTIVITIES IS AS FOLLOWS:

1. INSTALL STABILIZED ROCK CONSTRUCTION ENTRANCE
2. INSTALLATION OF SILT FENCE AROUND SITE
3. INSTALL ORANGE CONSTRUCTION FENCING AROUND INFILTRATION AREAS.
4. CLEAR AND GRUB FOR TEMPORARY SEDIMENT BASIN / POND INSTALL
5. CONSTRUCT TEMPORARY SEDIMENT BASIN / POND (SECTION 14)
6. CLEAR AND GRUB REMAINDER OF SITE
7. STRIP AND STOCKPILE TOPSOIL
8. ROUGH GRADING OF SITE
9. STABILIZE DENuded AREAS AND STOCKPILES
10. INSTALL SANITARY SEWER, WATER MAIN STORM SEWER AND SERVICES
11. INSTALL SILT FENCE / INLET PROTECTION AROUND CBS
12. INSTALL STREET SECTION
13. INSTALL CURB AND GUTTER
14. BITUMINOUS ON STREETS
15. FINAL GRADE BOULEVARD, INSTALL SEED AND MULCH
16. REMOVE ACCUMULATED SEDIMENT FROM BASIN / POND
17. FINAL GRADE POND / INFILTRATION BASINS (DO NOT COMPACT SOILS IN INFILTRATION AREAS.)
18. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED BY EITHER SEED OR SOD/LANDSCAPING, REMOVE SILT FENCE AND RESEED ANY AREAS DISTURBED BY THE REMOVAL.

#### RECORDS RETENTION:

THE SWPPP (ORIGINAL OR COPIES) INCLUDING ALL CHANGES TO IT, AND INSPECTIONS AND MAINTENANCE RECORDS MUST BE KEPT AT THE SITE DURING CONSTRUCTION BY THE PERMITTEE WHO HAS OPERATIONAL CONTROL OF THAT PORTION OF THE SITE. THE SWPPP CAN BE KEPT IN EITHER THE FIELD OFFICE OR IN AN ON SITE VEHICLE DURING NORMAL WORKING HOURS.

ALL OWNER(S) MUST KEEP THE SWPPP, ALONG WITH THE FOLLOWING ADDITIONAL RECORDS, ON FILE FOR THREE (3) YEARS AFTER SUBMITTAL OF THE NOT AS OUTLINED IN SECTION 4. THIS DOES NOT INCLUDE ANY RECORDS AFTER SUBMITTAL OF THE NOT.

1. THE FINAL SWPPP.
2. ANY OTHER STORMWATER RELATED PERMITS REQUIRED FOR THE PROJECT.
3. RECORDS OF ALL INSPECTION AND MAINTENANCE CONDUCTED DURING CONSTRUCTION (SEE SECTION 11, INSPECTIONS AND MAINTENANCE).
4. ALL PERMANENT OPERATION AND MAINTENANCE AGREEMENTS THAT HAVE BEEN IMPLEMENTED, INCLUDING ALL RIGHT OF WAY, CONTRACTS, COVENANTS AND OTHER REQUIREMENTS REGARDING PERPETUAL MAINTENANCE, AND
5. ALL REQUIRED CALCULATIONS FOR DESIGN OF THE TEMPORARY AND PERMANENT STORMWATER MANAGEMENT SYSTEMS.

#### SWPPP IMPLEMENTATION RESPONSIBILITIES:

1. THE OWNER AND CONTRACTOR ARE PERMITTEE(S) AS IDENTIFIED BY THE NPDES PERMIT.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ON-SITE IMPLEMENTATION OF THE SWPPP, INCLUDING THE ACTIVITIES OF ALL OF THE CONTRACTOR'S SUBCONTRACTORS.
3. CONTRACTOR SHALL PROVIDE A PERSON(S) KNOWN/GEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMP'S TO OVERSEE ALL INSTALLATION AND MAINTENANCE OF BMP'S AND IMPLEMENTATION OF THE SWPPP.
4. CONTRACTOR SHALL PROVIDE PERSON(S) MEETING THE TRAINING REQUIREMENTS OF THE NPDES PERMIT TO CONDUCT INSPECTION AND MAINTENANCE OF ALL EROSION PREVENTION AND SEDIMENT CONTROL BMP'S IN ACCORDANCE WITH THE REQUIREMENTS OF THE PERMIT. ONE OF THESE INDIVIDUAL(S) MUST BE AVAILABLE FOR AN ONSITE INSPECTION WITHIN 72 HOURS UPON REQUEST BY MP/CA. CONTRACTOR SHALL PROVIDE TRAINING DOCUMENTATION FOR THESE INDIVIDUAL(S) AS REQUIRED BY THE NPDES PERMIT. THIS TRAINING DOCUMENTATION SHALL BE RECORDED IN OR WITH THE SWPPP BEFORE THE START OF CONSTRUCTION OR AS SOON AS THE PERSONNEL FOR THE PROJECT HAVE BEEN DETERMINED. DOCUMENTATION SHALL INCLUDE:
  - 4.1. NAMES OF THE PERSONNEL ASSOCIATED WITH THE PROJECT THAT ARE REQUIRED TO BE TRAINED PER SECTION 21 OF THE PERMIT.
  - 4.2. DATES OF TRAINING AND NAME OF INSTRUCTOR AND ENTITY PROVIDING TRAINING.
  - 4.3. CONTENT OF TRAINING COURSE OR WORKSHOP INCLUDING THE NUMBER OF HOURS OF TRAINING.
5. FOLLOWING FINAL STABILIZATION AND THE TERMINATION OF COVERAGE FOR THE NPDES PERMIT, THE OWNER IS EXPECTED TO FURNISH LONG TERM OPERATION AND MAINTENANCE (O & M) OF THE PERMANENT STORM WATER MANAGEMENT SYSTEM.

### CONSTRUCTION ACTIVITY REQUIREMENTS

#### SWPPP AMENDMENTS (SECTION 6):

1. ONE OF THE INDIVIDUALS DESCRIBED IN ITEM 21.2.A OR ITEM 21.2.B OR ANOTHER QUALIFIED INDIVIDUAL MUST COMPLETE ALL SWPPP CHANGES. CHANGES INVOLVING THE USE OF A LESS STRINGENT BMP MUST INCLUDE A JUSTIFICATION DESCRIBING HOW THE REPLACEMENT BMP IS EFFECTIVE FOR THE SITE CHARACTERISTICS.
2. PERMITTEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMP'S AS NECESSARY TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS HAVING A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER.
3. PERMITTEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMP'S AS NECESSARY TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER INSPECTIONS OR INVESTIGATIONS BY THE SITE OWNER OR OPERATOR, USEPA OR MP/CA OFFICIALS INDICATE THE SWPPP IS NOT EFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER OR THE DISCHARGES ARE CAUSING WATER QUALITY STANDARD EXCEEDANCES (E.G., NUISANCE CONDITIONS AS DEFINED IN MINN. R. 7050.0210, SUBP. 2) OR THE SWPPP IS NOT CONSISTENT WITH THE OBJECTIVES OF A USEPA APPROVED TMDL.

#### BMP SELECTION AND INSTALLATION (SECTION 7):

1. PERMITTEES MUST SELECT, INSTALL, AND MAINTAIN THE BMP'S IDENTIFIED IN THE SWPPP AND IN THIS PERMIT IN AN APPROPRIATE AND FUNCTIONAL MANNER AND IN ACCORDANCE WITH RELEVANT MANUFACTURER SPECIFICATIONS AND ACCEPTED ENGINEERING PRACTICES.

#### EROSION PREVENTION (SECTION 8):

1. BEFORE WORK BEGINS, PERMITTEES MUST DELINEATE THE LOCATION OF AREAS NOT TO BE DISTURBED.
2. PERMITTEES MUST MINIMIZE THE NEED FOR DISTURBANCE OF PORTIONS OF THE PROJECT WITH STEEP SLOPES, WHEN STEEP SLOPES MUST BE DISTURBED, PERMITTEES MUST USE TECHNIQUES SUCH AS PHASING AND STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES (E.G., SLOPE DRAINING AND TERRACING).
3. PERMITTEES MUST STABILIZE ALL EXPOSED SOIL AREAS, INCLUDING STOCKPILES. STABILIZATION MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION WHEN CONSTRUCTION ACTIVITY HAS PERMANENTLY OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. STABILIZATION MUST BE COMPLETED NO LATER THAN 14 CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY HAS CEASED. STABILIZATION IS NOT REQUIRED ON CONSTRUCTED BASE COMPONENTS OF ROADS, PARKING LOTS AND SIMILAR SURFACES. STABILIZATION IS NOT REQUIRED ON TEMPORARY STOCKPILES WITHOUT SIGNIFICANT SILT, CLAY OR ORGANIC COMPONENTS (E.G., CLEAN AGGREGATE STOCKPILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES) BUT PERMITTEES MUST PROVIDE SEDIMENT CONTROLS AT THE BASE OF THE STOCKPILE.
4. FOR PUBLIC WATERS THAT THE MINNESOTA DNR HAS PROMULGATED "WORK IN WATER RESTRICTIONS" DURING SPECIFIED FISH SPawning TIME FRAMES, PERMITTEES MUST COMPLETE STABILIZATION OF ALL EXPOSED SOIL AREAS WITHIN 200 FEET OF THE WATERS EDGE, AND THAT DRAIN TO THESE WATERS, WITHIN 24 HOURS DURING THE RESTRICTION PERIOD.
5. PERMITTEES MUST STABILIZE THE NORMAL WETTED PERIMETER OF THE LAST 200 LINEAR FEET OF TEMPORARY OR PERMANENT DRAINAGE DITCHES OR SWALES THAT DRAIN WATER FROM THE SITE WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE. PERMITTEES MUST COMPLETE STABILIZATION OF REMAINING PORTIONS OF TEMPORARY OR PERMANENT DITCHES OR SWALES WITHIN 14 CALENDAR DAYS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE AND CONSTRUCTION IN THAT PORTION OF THE DITCH TEMPORARILY OR PERMANENTLY CEASES.
6. TEMPORARY OR PERMANENT DITCHES OR SWALES BEING USED AS A SEDIMENT CONTAINMENT SYSTEM DURING CONSTRUCTION (WITH PROPERLY DESIGNED ROCK-DITCH CHECKS, BIO ROLLS, SILT DIKES, ETC.) DO NOT NEED TO BE STABILIZED. PERMITTEES MUST STABILIZE THESE AREAS WITHIN 24 HOURS AFTER THEIR USE AS A SEDIMENT CONTAINMENT SYSTEM CEASES
7. PERMITTEES MUST NOT USE MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION PREVENTION PRACTICES WITHIN ANY PORTION OF THE NORMAL WETTED PERIMETER OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE SECTION WITH A CONTINUOUS SLOPE OF GREATER THAN 2 PERCENT.
8. PERMITTEES MUST PROVIDE TEMPORARY OR PERMANENT ENERGY DISSIPATION AT ALL PIPE OUTLETS WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER OR PERMANENT STORMWATER TREATMENT SYSTEM.
9. PERMITTEES MUST NOT DISTURB MORE LAND (I.E., PHASING) THAN CAN BE EFFECTIVELY INSPECTED AND MAINTAINED IN ACCORDANCE WITH SECTION 11.

#### SEDIMENT CONTROL (SECTION 9):

1. PERMITTEES MUST ESTABLISH SEDIMENT CONTROL BMP'S ON ALL DOWNGRADIENT PERIMETERS OF THE SITE AND DOWNGRADIENT AREAS OF THE SITE THAT DRAIN TO ANY SURFACE WATER, INCLUDING CURB AND GUTTER SYSTEMS. PERMITTEES MUST LOCATE SEDIMENT CONTROL PRACTICES UPGRADIENT OF ANY BUFFER ZONES. PERMITTEES MUST INSTALL SEDIMENT CONTROL PRACTICES BEFORE ANY UPGRADIENT LAND-DISTURBING ACTIVITIES BEGIN AND MUST KEEP THE SEDIMENT CONTROL PRACTICES IN PLACE UNTIL THEY ESTABLISH PERMANENT COVER.
2. IF DOWNGRADIENT SEDIMENT CONTROLS ARE OVERLOADED, BASED ON FREQUENT FAILURE OR EXCESSIVE MAINTENANCE REQUIREMENTS, PERMITTEES MUST INSTALL ADDITIONAL UPGRADIENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMP'S TO ELIMINATE THE OVERLOADING AND AMEND THE SWPPP TO IDENTIFY THESE ADDITIONAL PRACTICES AS REQUIRED IN ITEM 6.3.
3. TEMPORARY OR PERMANENT DRAINAGE DITCHES AND SEDIMENT BASINS DESIGNED AS PART OF A SEDIMENT CONTAINMENT

SYSTEM (E.G., DITCHES WITH ROCK-CHECK DAMS) REQUIRE SEDIMENT CONTROL PRACTICES ONLY AS APPROPRIATE FOR SITE CONDITIONS.

4. A FLOATING SILT CURTAIN PLACED IN THE WATER IS NOT A SEDIMENT CONTROL BMP TO SATISFY ITEM 9.2 EXCEPT WHEN WORKING ON A SHORELINE OR BELOW THE WATERLINE. IMMEDIATELY AFTER THE SHORT TERM CONSTRUCTION ACTIVITY (E.G., INSTALLATION OF RIP RAP ALONG THE SHORELINE) IN THAT AREA IS COMPLETE, PERMITTEES MUST INSTALL AN UPWARD PERIMETER CONTROL PRACTICE IF EXPOSED SOILS STILL DRAIN TO A SURFACE WATER.
5. PERMITTEES MUST RE-INSTALL ALL SEDIMENT CONTROL PRACTICES ADJUSTED OR REMOVED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES, IMMEDIATELY AFTER THE SHORT-TERM ACTIVITY IS COMPLETED. PERMITTEES MUST INSTALL SEDIMENT CONTROL PRACTICES BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE SHORT-TERM ACTIVITY IS NOT COMPLETE.
6. PERMITTEES MUST PROTECT ALL STORM DRAIN INLETS USING APPROPRIATE BMP'S DURING CONSTRUCTION UNTIL THEY ESTABLISH PERMANENT COVER ON ALL AREAS WITH POTENTIAL FOR DISCHARGING TO THE INLET.
7. PERMITTEES MUST REMOVE INLET PROTECTION FROM A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (E.G. STREET FLOODING/FREEZING) IS IDENTIFIED BY THE PERMITTEES OR THE JURISDICTIONAL AUTHORITY (E.G., CITY/COUNTY/TOWNSHIP/MINNESOTA DEPARTMENT OF TRANSPORTATION ENGINEER). PERMITTEES MUST DOCUMENT THE NEED FOR REMOVAL IN THE SWPPP.
8. PERMITTEES MUST PROVIDE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS AT THE BASE OF STOCKPILES ON THE DOWNGRADIENT PERIMETER.
9. PERMITTEES MUST LOCATE STOCKPILES OUTSIDE OF NATURAL BUFFERS OR SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER.
10. PERMITTEES MUST INSTALL A VEHICLE TRACKING BMP TO MINIMIZE THE TRACK OUT OF SEDIMENT FROM THE CONSTRUCTION SITE OR ONTO PAVED ROADS WITHIN THE SITE.
11. PERMITTEES MUST USE STREET SWEEPING IF VEHICLE TRACKING BMP'S ARE NOT ADEQUATE TO PREVENT SEDIMENT TRACKING ONTO THE STREET.
12. PERMITTEES MUST INSTALL TEMPORARY SEDIMENT BASINS AS REQUIRED IN SECTION 14.
13. IN ANY AREAS OF THE SITE WHERE FINAL VEGETATIVE STABILIZATION WILL OCCUR, PERMITTEES MUST RESTRICT VEHICLE AND EQUIPMENT USE TO MINIMIZE SOIL COMPACTION.
14. PERMITTEES MUST PRESERVE TOPSOIL ON THE SITE, UNLESS INFEASIBLE.
15. PERMITTEES MUST DIRECT DISCHARGES FROM BMP'S TO VEGETATED AREAS UNLESS INFEASIBLE.
16. PERMITTEES MUST PRESERVE A 50 FOOT NATURAL BUFFER OR, IF A BUFFER IS INFEASIBLE ON THE SITE, PROVIDE REDUNDANT (DOUBLE) PERIMETER SEDIMENT CONTROL'S WHEN A SURFACE WATER IS LOCATED WITHIN 50 FEET OF THE PROJECT'S EARTH DISTURBANCES AND STORMWATER FLOWS TO THE SURFACE WATER. PERMITTEES MUST INSTALL PERIMETER SEDIMENT CONTROLS AT LEAST 5 FEET APART UNLESS LIMITED BY LACK OF AVAILABLE SPACE. NATURAL BUFFERS ARE NOT REQUIRED ADJACENT TO ROAD DITCHES, JUDICIAL DITCHES, COUNTY DITCHES, STORMWATER CONVEYANCE CHANNELS, STORM DRAIN INLETS, AND SEDIMENT BASINS. IF PRESERVING THE BUFFER IS INFEASIBLE, PERMITTEES MUST DOCUMENT THE REASONS IN THE SWPPP. SHEET PILING IS A REDUNDANT PERIMETER CONTROL IF INSTALLED IN A MANNER THAT RETAINS ALL STORMWATER.
17. PERMITTEES MUST USE POLYMERS, FLOCCULANTS, OR OTHER SEDIMENTATION TREATMENT CHEMICALS IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICES, DOSING SPECIFICATIONS AND SEDIMENT REMOVAL DESIGN SPECIFICATIONS PROVIDED BY THE MANUFACTURER OR SUPPLIER. PERMITTEES MUST USE CONVENTIONAL EROSION AND SEDIMENT CONTROLS PRIOR TO CHEMICAL ADDITION AND MUST DIRECT TREATED STORMWATER TO A SEDIMENT CONTROL SYSTEM FOR FILTRATION OR SETTLEMENT OF THE FLOC PRIOR TO DISCHARGE.

#### DEWATERING AND BASIN DRAINING (SECTION 10):

1. PERMITTEES MUST DISCHARGE TURBID OR SEDIMENT-LADEN WATERS RELATED TO DEWATERING OR BASIN DRAINING (E.G., PUMPED DISCHARGES, TRENCH/DITCH CUTS FOR DRAINAGE) TO A TEMPORARY OR PERMANENT SEDIMENT BASIN ON THE PROJECT SITE UNLESS INFEASIBLE. PERMITTEES MUST DEWATER TO SURFACE WATERS IF THEY VISUALLY CHECK TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED AND NUISANCE CONDITIONS (SEE MINN. R. 7050.0210, SUBP. 2) WILL NOT RESULT FROM THE DISCHARGE. IF PERMITTEES CANNOT DISCHARGE THE WATER TO A SEDIMENTATION BASIN PRIOR TO ENTERING A SURFACE WATER, PERMITTEES MUST TREAT IT WITH APPROPRIATE BMP'S SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE SURFACE WATER OR DOWNSTREAM PROPERTIES.
2. IF PERMITTEES MUST DISCHARGE WATER CONTAINING OIL OR GREASE, THEY MUST USE AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE (E.G., CARTRIDGE FILTERS, ABSORBENTS) PRIOR TO DISCHARGE.
3. PERMITTEES MUST DISCHARGE ALL WATER FROM DEWATERING OR BASIN-DRAINING ACTIVITIES IN A MANNER THAT DOES NOT CAUSE EROSION OR SCOUR IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS OR INUNDATION OF WETLANDS IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS THAT CAUSES SIGNIFICANT ADVERSE IMPACT TO THE WETLAND.
4. IF PERMITTEES USE FILTERS WITH BACKWASH WATER, THEY MUST HALL THE BACKWASH WATER AWAY FOR DISPOSAL, RETURN THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER INTO THE SITE IN A MANNER THAT DOES NOT CAUSE EROSION.

#### INSPECTIONS AND MAINTENANCE (SECTION 11):

1. PERMITTEES MUST ENSURE A TRAINED PERSON, AS IDENTIFIED IN ITEM 21.2.B, WILL INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 1/2 INCH IN 24 HOURS.
2. PERMITTEES MUST INSPECT AND MAINTAIN ALL PERMANENT STORMWATER TREATMENT BMP'S.
3. PERMITTEES MUST INSPECT ALL EROSION PREVENTION AND SEDIMENT CONTROL BMP'S AND POLLUTION PREVENTION MANAGEMENT MEASURES TO ENSURE INTEGRITY AND EFFECTIVENESS. PERMITTEES MUST REPAIR, REPLACE OR SUPPLEMENT ALL NONFUNCTIONAL BMP'S WITH FUNCTIONAL BMP'S BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY UNLESS ANOTHER TIME FRAME IS SPECIFIED IN ITEM 11.5 OR 11.6. PERMITTEES MAY TAKE ADDITIONAL TIME IF FIELD CONDITIONS PREVENT ACCESS TO THE AREA.
4. DURING EACH INSPECTION, PERMITTEES MUST INSPECT SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS BUT NOT CURB AND GUTTER SYSTEMS, FOR EVIDENCE OF EROSION AND SEDIMENT DEPOSITION. PERMITTEES MUST REMOVE ALL DELTAS AND SEDIMENT DEPOSITED IN SURFACE WATERS, INCLUDING DRAINAGE WAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS AND REMOVE ALL SEDIMENT REMOVAL RESULTS IN EXPOSED SOIL. PERMITTEES MUST COMPLETE REMOVAL AND STABILIZATION WITHIN SEVEN (7) CALENDAR DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS. PERMITTEES MUST USE ALL REASONABLE EFFORTS TO OBTAIN ACCESS. IF PRECLUDED, REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) DAYS OF OBTAINING ACCESS. PERMITTEES ARE RESPONSIBLE FOR CONTACTING ALL LOCAL, REGIONAL, STATE AND FEDERAL AUTHORITIES AND RECEIVING ANY APPLICABLE PERMITS, PRIOR TO CONDUCTING ANY WORK IN SURFACE WATERS.
5. PERMITTEES MUST INSPECT CONSTRUCTION SITE VEHICLE EXIT LOCATIONS, STREETS AND CURB AND GUTTER SYSTEMS WITHIN AND ADJACENT TO THE PROJECT FOR SEDIMENTATION FROM EROSION OR TRACKED SEDIMENT FROM VEHICLES. PERMITTEES MUST REMOVE SEDIMENT FROM ALL PAVED SURFACES WITHIN ONE (1) CALENDAR DAY OF DISCOVERY OR, IF APPLICABLE, WITHIN A SHORTER TIME TO AVOID A SAFETY HAZARD TO USERS OF PAVED STREETS.
6. PERMITTEES MUST REPAIR, REPLACE OR SUPPLEMENT ALL PERIMETER CONTROL DEVICES WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/2 OF THE HEIGHT OF THE DEVICE.
7. PERMITTEES MUST DRAIN TEMPORARY AND PERMANENT SEDIMENTATION BASINS AND REMOVE THE SEDIMENT WHEN THE DEPTH OF SEDIMENT COLLECTED IN THE BASIN REACHES 1/2 THE STORAGE VOLUME.
8. PERMITTEES MUST ENSURE THAT AT LEAST ONE INDIVIDUAL PRESENT ON THE SITE (OR AVAILABLE TO THE PROJECT SITE IN THREE (3) CALENDAR DAYS) IS TRAINED IN THE JOB DUTIES DESCRIBED IN ITEM 21.2.B.
9. PERMITTEES MAY ADJUST THE INSPECTION SCHEDULE DESCRIBED IN ITEM 11.2 AS FOLLOWS:
  - a. INSPECTIONS OF AREAS WITH PERMANENT COVER CAN BE REDUCED TO ONCE PER MONTH, EVEN IF CONSTRUCTION ACTIVITY CONTINUES ON OTHER PORTIONS OF THE SITE.
  - b. WHERE SITES HAVE PERMANENT COVER ON ALL EXPOSED SOIL AND NO CONSTRUCTION ACTIVITY IS OCCURRING ANYWHERE ON THE SITE, INSPECTIONS CAN BE REDUCED TO ONCE PER MONTH AND, AFTER 12 MONTHS, MAY BE SUSPENDED COMPLETELY UNTIL CONSTRUCTION ACTIVITY RESUMES. THE MP/CA MAY REQUIRE INSPECTIONS TO RESUME IF CONDITIONS WARRANT; OR
  - c. WHERE CONSTRUCTION ACTIVITY HAS BEEN SUSPENDED DUE TO FROZEN GROUND CONDITIONS, INSPECTIONS MAY BE SUSPENDED. INSPECTIONS MUST RESUME WITHIN 24 HOURS OF RAINFALL OCCURRING, OR UPON RESUMING CONSTRUCTION, WHICHEVER COMES FIRST.
10. PERMITTEES MUST RECORD ALL INSPECTIONS AND MAINTENANCE ACTIVITIES WITHIN 24 HOURS OF BEING CONDUCTED AND THESE RECORDS MUST BE RETAINED WITH THE SWPPP. THESE RECORDS MUST INCLUDE:
  - a. DATE AND TIME OF INSPECTIONS; AND
  - b. NAME OF PERSONS CONDUCTING INSPECTIONS; AND
  - c. ACCURATE FINDINGS OF INSPECTIONS, INCLUDING THE SPECIFIC LOCATION WHERE CORRECTIVE ACTIONS ARE NEEDED; AND
  - d. CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES); AND
  - e. DATE OF ALL RAINFALL EVENTS GREATER THAN 1/2 INCHES IN 24 HOURS, AND THE AMOUNT OF RAINFALL FOR EACH EVENT. PERMITTEES MUST OBTAIN RAINFALL AMOUNTS BY EITHER A PROPERLY MAINTAINED RAIN GAUGE INSTALLED ONSITE, A WEATHER STATION THAT IS WITHIN ONE (1) MILE OF YOUR LOCATION, OR A WEATHER REPORTING SYSTEM THAT PROVIDES SITE SPECIFIC RAINFALL DATA FROM RADAR SUMMARIES; AND
  - f. IF PERMITTEES OBSERVE A DISCHARGE DURING THE INSPECTION, THEY MUST RECORD AND SHOULD PHOTOGRAPH AND DESCRIBE THE LOCATION OF THE DISCHARGE (I.E., COLOR, ODOR, SETTLED OR SUSPENDED SOLIDS, OIL SHEEN, AND OTHER OBVIOUS INDICATORS OF POLLUTANTS); AND
  - g. ANY AMENDMENTS TO THE SWPPP PROPOSED AS A RESULT OF THE INSPECTION MUST BE DOCUMENTED AS REQUIRED IN SECTION 6 WITHIN SEVEN (7) CALENDAR DAYS.

#### POLLUTION PREVENTION MANAGEMENT (SECTION 12):

1. PERMITTEES MUST PLACE BUILDING PRODUCTS AND LANDSCAPE MATERIALS UNDER COVER (E.G., PLASTIC SHEETING OR TEMPORARY ROOFS) OR PROTECT THEM BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER. PERMITTEES ARE NOT REQUIRED TO COVER OR PROTECT PRODUCTS WHICH ARE EITHER NOT A SOURCE OF CONTAMINATION TO STORMWATER OR ARE DESIGNED TO BE EXPOSED TO STORMWATER.
2. PERMITTEES MUST PLACE PESTICIDES, FERTILIZERS AND TREATMENT CHEMICALS UNDER COVER (E.G., PLASTIC SHEETING OR TEMPORARY ROOFS) OR PROTECT THEM BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER.
3. PERMITTEES MUST STORE HAZARDOUS MATERIALS AND TOXIC WASTE, INCLUDING OIL, DIESEL FUEL, GASOLINE, HYDRAULIC FLUIDS, PAINT SOLVENTS, PETROLEUM-BASED PRODUCTS, WOOD PRESERVATIVES, ADDITIVES, CURING COMPOUNDS, AND ACIDS) IN SEALED CONTAINERS TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MATERIALS MUST BE IN COMPLIANCE WITH MINN. R. CH. 7045 INCLUDING SECONDARY CONTAINMENT AS APPLICABLE.
4. PERMITTEES MUST PROPERLY STORE, COLLECT AND DISPOSE SOLID WASTE IN COMPLIANCE WITH MINN. R. CH. 7035.
5. PERMITTEES MUST POSITION PORTABLE TOILETS SO THEY ARE SECURE AND WILL NOT TIP OR BE KNOCKED OVER. PERMITTEES MUST PROPERLY DISPOSE SANITARY WASTE IN ACCORDANCE WITH MINN. R. CH. 7041.
6. PERMITTEES MUST TAKE REASONABLE STEPS TO PREVENT THE DISCHARGE OF SPILLED OR LEAKED CHEMICALS, INCLUDING FUEL, FROM ANY AREA WHERE CHEMICALS OR FUEL WILL BE LOADED OR UNLOADED INCLUDING THE USE OF DRIP PANS OR ABSORBENTS UNLESS INFEASIBLE. PERMITTEES MUST ENSURE ADEQUATE SUPPLIES ARE AVAILABLE AT ALL TIMES TO CLEAN UP DISCHARGED MATERIALS AND THAT AN APPROPRIATE DISPOSAL METHOD IS AVAILABLE FOR RECOVERED SPILLED MATERIALS. PERMITTEES MUST REPORT AND CLEAN UP SPILLS IMMEDIATELY AS REQUIRED BY MINN. STAT. 115.061, USING DRY CLEAN UP MEASURES WHERE POSSIBLE.
7. PERMITTEES MUST LIMIT VEHICLE EXTERIOR WASHING AND EQUIPMENT TO A DEFINED AREA OF THE SITE. PERMITTEES MUST CONTAIN RUNOFF FROM THE WASHING AREA IN A SEDIMENT BASIN OR OTHER SIMILARLY EFFECTIVE CONTROLS AND MUST

DISPOSE WASTE FROM THE WASHING ACTIVITY PROPERLY. PERMITTEES MUST PROPERLY USE AND STORE SOAPS, DETERGENTS, OR SOLVENTS.

8. PERMITTEES MUST PROVIDE EFFECTIVE CONTAINMENT FOR ALL LIQUID AND SOLID WASTES GENERATED BY WASHOUT OPERATIONS (E.G., CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS) RELATED TO THE CONSTRUCTION ACTIVITY. PERMITTEES MUST PREVENT LIQUID AND SOLID WASHOUT WASTES FROM CONTACTING THE GROUND AND MUST DESIGN THE CONTAINMENT SO IT DOES NOT RESULT IN RUNOFF FROM THE WASHOUT OPERATIONS OR AREAS. PERMITTEES MUST PROPERLY DISPOSE LIQUID AND SOLID WASTES IN COMPLIANCE WITH MP/CA RULES. PERMITTEES MUST INSTALL A SIGN INDICATING THE LOCATION OF THE WASHOUT FACILITY.

#### PERMIT TERMINATION (SECTION 4 AND SECTION 13):

1. PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER ALL TERMINATION CONDITIONS LISTED IN SECTION 13 ARE COMPLETE.
2. PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER SELLING OR OTHERWISE LEGALLY TRANSFERRING THE ENTIRE SITE, INCLUDING PERMIT RESPONSIBILITY FOR ROADS (E.G., STREET SWEEPING) AND STORMWATER INFRASTRUCTURE FINAL CLEAN OUT, OR TRANSFERRING PORTIONS OF A SITE TO ANOTHER PARTY. THE PERMITTEES' COVERAGE UNDER THIS PERMIT TERMINATES AT MIDNIGHT ON THE SUBMISSION DATE OF THE NOT.
3. PERMITTEES MUST COMPLETE ALL CONSTRUCTION ACTIVITY AND MUST INSTALL PERMANENT COVER OVER ALL AREAS PRIOR TO SUBMITTING THE NOT. VEGETATIVE COVER MUST CONSIST OF A UNIFORM PERENNIAL VEGETATION WITH A DENSITY OF 70 PERCENT OF ITS EXPECTED FINAL GROWTH. VEGETATION IS NOT REQUIRED WHERE THE FUNCTION OF A SPECIFIC AREA DICTATES NO VEGETATION, SUCH AS IMPERVIOUS SURFACES OR THE BASE OF A SAND FILTER.
4. PERMITTEES MUST CLEAN THE PERMANENT STORMWATER TREATMENT SYSTEM OF ANY ACCUMULATED SEDIMENT AND MUST ENSURE THE SYSTEM MEETS ALL APPLICABLE REQUIREMENTS IN SECTION 15 THROUGH 18 AND IS OPERATING AS DESIGNED.
5. PERMITTEES MUST REMOVE ALL SEDIMENT FROM CONVEYANCE SYSTEMS PRIOR TO SUBMITTING THE NOT.
6. PERMITTEES MUST REMOVE ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMP'S PRIOR TO SUBMITTING THE NOT. PERMITTEES MAY LEAVE BMP'S DESIGNED TO DECOMPOSE ON-SITE IN PLACE.
7. FOR RESIDENTIAL CONSTRUCTION ONLY, PERMIT COVERAGE TERMINATES ON INDIVIDUAL LOTS IF THE STRUCTURES ARE FINISHED AND TEMPORARY EROSION PREVENTION AND DOWNGRADIENT PERIMETER CONTROL IS COMPLETE, THE RESIDENCE SELLS TO THE HOMEOWNER, AND THE PERMITTEE DISTRIBUTES THE MP/CA'S HOMEOWNER FACT SHEET TO THE HOMEOWNER.
8. FOR CONSTRUCTION PROJECTS ON AGRICULTURAL LAND (E.G., PIPELINES ACROSS CROPLAND), PERMITTEES MUST RETURN THE DISTURBED LAND TO ITS PRECONSTRUCTION AGRICULTURAL USE PRIOR TO SUBMITTING THE NOT.

#### SEED NOTES:

ALL SEED MIXES AND APPLICATION SHALL BE IN ACCORDANCE WITH THE MNDOT SEEDING MANUAL.

#### GENERAL RECOMMENDATIONS:

THE CONTRACTOR IS RESPONSIBLE TO SALVAGE AND PRESERVE EXISTING TOPSOIL NECESSARY FOR FINAL STABILIZATION AND TO ALSO MINIMIZE COMPACTION IN ALL LANDSCAPE AREAS, IMMEDIATELY BEFORE SEEDING THE SOIL SHALL BE TILLED TO A MINIMUM DEPTH OF 3 INCHES.

#### TEMPORARY EROSION CONTROL SEEDING, MULCHING & BLANKET.

#### SEED

- TEMPORARY SEED SHALL BE MNDOT SEED MIX 21-112 (WINTER WHEAT COVER CROP) FOR WINTER AND 21-111 (OATS COVER CROP) FOR SPRING/SUMMER APPLICATIONS. BOTH SEED MIXES SHALL BE APPLIED AT A SEEDING RATE OF 100 LBS/ACRE.

#### MULCH

- IMMEDIATELY AFTER SEEDING, WITHIN 24 HOURS, MNDOT TYPE 1 MULCH SHOULD BE APPLIED TO PROTECT AND ENHANCE SEED GERMINATION. MULCH SHALL BE APPLIED AT 90% COVERAGE (2 TONS PER ACRE OF STRAW MULCH)

#### SLOPES

- 3:1 (HORIZ:VERT.) OR FLATTER MULCH SHALL BE COVERED WITH MULCH
- SLOPES STEEPER THAN 3:1 OR DITCH BOTTOMS SHALL BE COVERED WITH EROSION CONTROL BLANKET.
- SEE PLAN FOR MORE DETAILED DITCH AND STEEP SLOPE EROSION CONTROL TREATMENTS.

### TRAINING SECTION 21

DESIGN ENGINEER: MATTHEW R. PAVEK P.E.  
TRAINING COURSE: DESIGN OF SWPPP  
TRAINING ENTITY: UNIVERSITY OF MINNESOTA  
INSTRUCTOR: JOHN CHAPMAN  
DATES OF TRAINING COURSE: 5/15/2011 - 5/16/2011  
TOTAL TRAINING HOURS: 12  
RE-CERTIFICATION: 3/16/2017 (8 HOURS), EXP. 5/31/2020

### OWNER INFORMATION

OWNER:  
JOHN GABBERT  
312 FERNDALE ROAD WEST  
WAYZATA, MN 55391

CONTACT:

### AREAS AND QUANTITIES:

OWNER	LOT	INC. IN PUD (Y/N)	GROSS LAND AREA (SF)	ABOVE OHW	SF IMPERVIOUS	% IMPERVIOUS AREA	SF ASSUMED FOR STORMWATER	% ASSUMED FOR STORMWATER
GABBERT	1	N	42,073	42,073	6,157	0.15	10,000	24%
GABBERT	2	Y	42,739	42,739	7,952	0.19	12,000	28%
GABBERT	3	Y	39,425	39,425	7,818	0.20	12,000	30%
GABBERT	4	Y	105,023	90,347	8,843	0.08	20,000	19%
HAINES	5	N	153,771	48,845	3,854	0.03	10,000	7%
WEISS	6	Y	63,365	40,206	5,070	0.08	10,000	16%
BLACK	7	N	116,481	92,098	11,729	0.10	10,000	9%

TOTAL	562,877	395,733
ACRES	12.92	9.08

TOTAL AREA IN PUD	250,552	212,717
ACRES IN PUD	5.75	4.88

#### SEED

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#### MULCH



**ATTACHMENT B: SWPPP INSPECTION FORM**

NOTE: THIS INSPECTION REPORT DOES NOT ADDRESS ALL ASPECTS OF THE NATIONAL APOLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM (NPDES/SDS) CONSTRUCTION STORMWATER PERMIT ISSUED ON AUGUST 1, 2013. THE COMPLETION OF THIS CHECKLIST DOES NOT GUARANTEE THAT ALL PERMIT REQUIREMENTS ARE IN COMPLIANCE; IT IS THE RESPONSIBILITY OF THE PERMITEE(S) TO READ AND UNDERSTAND THE PERMIT REQUIREMENTS.

**FACILITY INFORMATION**

SITE NAME: \_\_\_\_\_  
 FACILITY ADDRESS: \_\_\_\_\_ PERMIT NUMBER: \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**INSPECTION INFORMATION**

INSPECTOR NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
 DATE (MM/DD/YYYY): \_\_\_\_\_ TIME: \_\_\_\_\_ AM / PM  
 IS THE INSPECTOR CERTIFIED IN SEDIMENT AND EROSION CONTROL AND IS IT DOCUMENTED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP)?  
 IS THIS INSPECTION ROUTINE OR IN RESPONSE TO A STORM EVENT?  
 RAINFALL AMOUNT (IF APPLICABLE): \_\_\_\_\_  
 IS THE SITE WITHIN ONE AERIAL MILE OF A SPECIAL OR IMPARED WATER?  
 IF YES, FOLLOW APPENDIX A AND OTHER APPLICABLE PERMIT REQUIREMENTS

**NOTE:** IF N/A IS SELECTED AT ANY TIME, SPECIFY WHY IN THE COMMENT AREA FOR THAT SECTION.

**EROSION CONTROL REQUIREMENT (PART IV.B)**

	Y	N	N/A
1. SOIL STABILIZATION WHERE NO CONSTRUCTION ACTIVITY FOR 14 DAYS? (7 DAYS WHERE APPLICABLE)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. HAS THE NEED TO DISTURB STEEP SLOPES BEEN MINIMIZED?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. ALL DITCHES STABILIZED 200' BACK FROM POINT OF DISCHARGE WITHIN 24 HOURS? (NOT MULCH)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ARE THERE BMP'S FOR ONSITE STOCKPILES?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. ARE APPROPRIATE BMP'S INSTALLED PROTECTING INLETS/OUTLETS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. DO PIPE OUTLETS HAVE ENERGY DISSIPATION?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**COMMENTS:**

**SEDIMENT CONTROL REQUIREMENT (PART IV.C)**

	Y	N	N/A
1. PERIMETER CONTROL INSTALLED ON ALL DOWN GRADIENT PERIMETERS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. PERIMETER CONTROL TRENCHED IN WHERE APPROPRIATE?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. 50 FOOT NATURAL BUFFER MAINTAINED AROUND ALL SURFACE WATERS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.1. IF NO, HAVE REDUNDANT SEDIMENT CONTROLS BEEN INSTALLED?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. INLET PROTECTION ON ALL CATCH BASINS AND CULVERT INLETS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. VEHICLE TRACKING BEST MANAGEMENT PRACTICES (BMP'S) AT ALL SITE EXITS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. ALL TRACKED SEDIMENT REMOVED WITHIN 24 HOURS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. ARE ALL INFILTRATION SYSTEMS STAKED AND MARKED TO AVOID COMPACTION?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. ARE ALL INFILTRATION AREAS PROTECTED WITH A PRETREATMENT DEVICE?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. DO ALL STOCKPILES HAVE PERIMETER CONTROLS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**COMMENTS:**

**MAINTENANCE-EROSION AND SEDIMENT CONTROL BMP'S (PART IV.E.)**

	Y	N	N/A
1. ARE ALL PREVIOUSLY STABILIZED AREAS MAINTAINING 90% GROUND COVER?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. ANY DITCH EROSION OBSERVED?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. PERIMETER CONTROL-HAS SEDIMENT REACHED ONE HALF THE HEIGHT OF THE DEVICE?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ARE INLET PROTECTION DEVICES MAINTAINED AND FUNCTIONING PROPERLY?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**COMMENTS:**

**OTHER**

	Y	N	N/A
1. ARE ALL MATERIALS THAT CAN LEACH POLLUTANTS UNDER COVER?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. HAS ACCESS BEEN RESTRICTED TO ONSITE HAZARDOUS MATERIALS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. DOES ON-SITE FUELING ONLY OCCUR IN A CONTAINED AREA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ARE ALL SOLID WASTES BEING PROPERLY DISPOSED OF?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. IS THE CONCRETE WASHOUT AREA COMPLETELY CONTAINED?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. IS THE CONCRETE WASHOUT AREA MARKED WITH SIGN?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**COMMENTS:**

	Y	N	N/A
7. WERE ANY DISCHARGES SEEN DURING THIS INSPECTION, SEDIMENT, WATER, OR OTHERWISE?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.1. IF YES, STATE THE EXACT LOCATION OF ALL POINTS OF DISCHARGE. PHOTOGRAPH THE DISCHARGE AND DESCRIBE THE DISCHARGE (COLOR, ODOR, FOAM, OIL SHEEN, ETC). HOW WILL IT BE REMOVED? HOW DID THE DISCHARGE HAPPEN? HOW MUCH WAS DISCHARGED? HOW WILL IT BE STOPPED, AND HOW LONG WILL IT TAKE TO STOP? IS THE DISCHARGE GOING INTO AN ADJACENT SITE? WAS THE DISCHARGE A SEDIMENT DELTA? IF YES, WILL THE DELTA BE RECOVERED WITHIN 7 DAYS?			

8. WILL A PERMANENT STORMWATER MANAGEMENT SYSTEM BE UTILIZED IN THIS PROJECT AS REQUIRED AND IN ACCORDANCE WITH PART III.D OF THE PERMIT? DESCRIBE:

	Y	N	N/A
9. IS ANY DEWATERING OCCURRING ON SITE?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.1. IF YES, WHERE? WHAT BMP IS BEING USED? HOW MUCH WATER IS BEING DEWATERED? IS THE WATER CLEAR? WHERE IS THE WATER BEING DISCHARGED TO?			

	Y	N	N/A
10. IS A COPY OF THE SWPPP LOCATED ON THE CONSTRUCTION SITE?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. HAS THE SWPPP BEEN FOLLOWED AND IMPLEMENTED ON SITE?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. IS A SEDIMENTATION BASIN REQUIRED FOR THIS PROJECT AS SPECIFIED IN THE PERMIT?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.1. IF YES, ARE THEY MAINTAINED AS SPECIFIED IN THE PERMIT?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. IS THE TOPSOIL ON THIS PROJECT BEING PRESERVED?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.1. IF YES, EXPLAIN HOW THE TOP SOIL IS BEING PRESERVED. IF NO, EXPLAIN WHY IT WAS INFEASIBLE.			

	Y	N	N/A
14. ARE ALL INFILTRATION SYSTEMS MARKED TO AVOID COMPACTION?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.1. DO ALL INFILTRATION AREAS HAVE PRETREATMENT DEVICES?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

15. DESCRIPTION OF AREAS OF NON-COMPLIANCE NOTED DURING THE INSPECTION, REQUIRED CORRECTIVE ACTIONS, AND RECOMMENDED DATE OF COMPLETION OF CORRECTIVE ACTIONS:

16. PROPOSED AMENDMENTS TO THE SWPPP:

17. POTENTIAL AREAS OF FUTURE CONCERN:

18. ADDITIONAL COMMENTS

**DISCLOSURES:**

- AFTER DISCOVERY, THE PERMIT REQUIRES MANY OF THE DEFICIENCIES THAT MAY BE FOUND IN THIS CHECKLIST BE CORRECTED WITHIN A SPECIFIED PERIOD OF TIME. SEE PERMIT FOR MORE DETAILS.
- THIS INSPECTION CHECKLIST IS AN OPTION FOR SMALL CONSTRUCTION SITES. LARGE CONSTRUCTION SITES AND LINEAR PROJECTS REQUIRE MORE EXTENSIVE/MORE LOCATION SPECIFIC INSPECTION REQUIREMENTS.
- THE PERMITEE(S) IS/ARE RESPONSIBLE FOR THE INSPECTION AND MAINTENANCE OF TEMPORARY AND PERMANENT WATER QUALITY MANAGEMENT BMP'S AS WELL AS EROSION PREVENTION AND SEDIMENT CONTROL BMP'S UNTIL ANOTHER PERMITEE HAS OBTAINED COVERAGE UNDER THIS PERMIT ACCORDING TO PART II.B.5., OR THE PROJECT HAS UNDERGONE FINAL STABILIZATION AND A NOTICE OF TERMINATION HAS BEEN SUBMITTED TO THE MPCA.

**ATTACHMENT C: MAINTENANCE PLAN FOR PERMANENT STORM WATER TREATMENT SYSTEM**

**ATTACHMENT C - ABOVE-GROUND FACILITY MANAGEMENT SCHEDULE**

- ALL STORMWATER RETENTION, DETENTION AND TREATMENT BASINS MUST BE INSPECTED AT LEAST ONCE A YEAR TO DETERMINE THAT BASIN RETENTION AND TREATMENT CHARACTERISTICS ARE ADEQUATE. A STORAGE TREATMENT BASIN WILL BE CONSIDERED INADEQUATE IF SEDIMENT HAS DECREASED THE WET STORAGE VOLUME BY 50 PERCENT OR DRY STORAGE VOLUME BY 25 PERCENT OF ITS ORIGINAL DESIGN VOLUME. BASED ON THIS INSPECTION, IF A STORMWATER BASIN REQUIRES SEDIMENT CLEANOUT, THE BASIN WILL BE RESTORED TO ITS ORIGINAL DESIGN CONTOURS AND VEGETATED STATE WITHIN ONE YEAR OF THE INSPECTION DATE.
- ALL OUTLET STRUCTURES, CULVERTS, OUTFALL STRUCTURES AND OTHER STORMWATER FACILITIES FOR WHICH MAINTENANCE REQUIREMENTS ARE NOT OTHERWISE SPECIFIED HEREIN MUST BE INSPECTED IN THE SPRING, SUMMER AND FALL OF EACH YEAR. WITHIN 30 DAYS OF THE INSPECTION DATE, ALL ACCUMULATED SEDIMENT AND DEBRIS MUST BE REMOVED SUCH THAT EACH STORMWATER FACILITY OPERATES AS DESIGNED AND PERMITTED. CONTRIBUTING DRAINAGE AREAS MUST BE KEPT CLEAR OF LITTER AND VEGETATIVE DEBRIS, INFLOW PIPES AND OVERFLOW SPILLWAYS KEPT CLEAR, INLET AREAS KEPT CLEAN, AND UNDESIRABLE VEGETATION REMOVED. EROSION IMPAIRING THE FUNCTION OR INTEGRITY OF THE FACILITIES, IF ANY, WILL BE CORRECTED, AND ANY STRUCTURAL DAMAGE IMPAIRING OR THREATENING TO IMPAIR THE FUNCTION OF THE FACILITIES MUST BE REPAIRED.
- VOLUME CONTROL FACILITIES AND CONTRIBUTING DRAINAGE AREAS MUST BE INSPECTED EVERY THREE MONTHS DURING THE OPERATIONAL PERIOD (BETWEEN SPRING SNOWMELT AND FIRST SUBSTANTIAL SNOWFALL) AND MONITORED AFTER RAINFALL EVENTS OF 1 INCH OR MORE TO ENSURE THAT THE CONTRIBUTING DRAINAGE AREA IS CLEAR OF LITTER AND DEBRIS, INFLOW PIPES AND OVERFLOW SPILLWAYS ARE CLEAR, INLET AREAS ARE CLEAN, UNDESIRABLE VEGETATION IS REMOVED AND THERE IS NO EROSION IMPAIRING OR THREATENING TO IMPAIR THE FUNCTION OF A FACILITY. IF SEDIMENT HAS ACCUMULATED IN A INFILTRATION FEATURE, WITHIN 30 DAYS OF INSPECTION DEPOSITED SEDIMENTS MUST BE REMOVED, THE INFILTRATION CAPACITY OF THE UNDERLYING SOILS MUST BE RESTORED, AND ANY SURFACE DISTURBANCE MUST BE STABILIZED. INSPECTION MUST ENSURE THAT SEDIMENT TRAPS AND FOREBAYS ARE TRAPPING SEDIMENT AND THAT MORE THAN 50 PERCENT OF THE STORAGE VOLUME REMAINS, THE CONTRIBUTING DRAINAGE AREA IS STABLE (I.E., NO EROSION IS OBSERVED), AND INLETS AND OUTLET/OVERFLOW SPILLWAYS ARE IN GOOD CONDITIONS WITH NO EROSION. MAINTENANCE TECHNIQUES USED MUST PROTECT THE INFILTRATION CAPACITY OF THE PRACTICE BY LIMITING SOIL COMPACTION TO THE GREATEST EXTENT POSSIBLE (E.G., BY USING LOW-IMPACT EARTH-MOVING EQUIPMENT).



**PROJECT**  
**SWEENEY LAKE SHORES PUD**  
 GOLDEN VALLEY, MN 55422  
**JOHN GABBERT**  
 312 FERNDALE ROAD WEST, WAYZATA, MN 55391

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

*Matthew R. Pavek*  
 Matthew R. Pavek  
 DATE 09/27/19 LICENSE NO. 44263

**ISSUE/SUBMITTAL SUMMARY**

DATE	DESCRIPTION
09/27/19	PRELIMINARY PLAT SUBMITTAL
11/06/19	BESUBMITTAL
01/10/20	CITY BESUBMITTAL
01/29/20	CITY BESUBMITTAL
02/13/20	CITY BESUBMITTAL

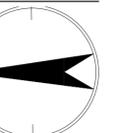
DRAWN BY: WB\_KW REVIEWED BY: MP  
 PROJECT NUMBER: 19280

**REVISION SUMMARY**

DATE	DESCRIPTION

SWPPP - ATTACHMENTS

**SW1.5**





ORDINANCE NO. 680  
AN ORDINANCE AMENDING THE CITY CODE  
Approval of Major PUD Amendment  
Sweeney Lake Shores P.U.D. No. 120, f.k.a. Sweeney Lake Woods, Amendment #1  
John Gabbert, Applicant

The City Council for the City of Golden Valley hereby ordains as follows:

Section 1. City Code Chapter 113 entitled “Zoning” is amended in Article III, Division 3, 113-123 by approved a Major PUD Amendment to Planned Unit Development (PUD) 120 thereby allowing the subdivision of properties within the existing PUD and incorporating some portions of adjacent properties, resulting in a net increase of one developable single-family property.

This PUD is subject to all of the terms of the permit to be issued including, but not limited to, the following specific conditions:

1. The plans prepared by Civil Site Group dated February 13, 2020, shall become a part of this approval.
2. The applicant shall vacate existing easements and dedicate new drainage and utility easements as shown on the preliminary plat.
3. The City Attorney will determine if a title review is necessary prior to approval of the final plat.
4. A park dedication fee of \$34,560 shall be paid prior to the release of the final plat.
5. A deferred special assessment of \$35,000 shall be paid prior to the release of the final plat.
6. The conservation easement for 1640 Noble Drive must be signed and recorded prior to the release of the final plat.
7. The impervious surface area on each of the four undeveloped lots (three within the PUD, one outside of the PUD) shall be limited to 10,000 square feet in order to preserve open space within the shoreland area of Sweeney Lake and to remain consistent with the stormwater calculations that determined the design of the stormwater management facilities.

In addition, the Council makes the following findings pursuant to City Code Section 113-102, Subd. (c)(2):

1. The proposed amendment has been carefully designed to accommodate the unique characteristics of the site, including the challenge of limited access via a shared private street and topography that drains a large area into Sweeney Lake. The low impact development approach that includes vegetated swales, biofiltration trenches, and a new stormwater basin complements an existing wetland and helps to manage and treat stormwater.
2. The existing wetland will be preserved with a vegetated buffer, many trees and wooded areas will be retained, and conservation easements have been or will be established along the shoreline of Sweeney Lake to protect the slope, trees, vegetation, and natural habitat.
3. The size of each of the proposed single-family lots—well over the minimum area required by R-1 zoning—is consistent with the surrounding residential uses and the

amount of impervious surface (hard cover) allowed is below the maximum established in the City Code.

4. The use of the properties for single-family homes is compatible with neighboring properties and the density being proposed is consistent with the land use section of the City's Comprehensive Plan.
5. The proposed stormwater management strategies help control and treat stormwater entering Sweeney Lake, protecting and enhancing water quality and improving the overall health of the lake.
6. Following the approval of the variance for the reduce width of the private street, the PUD plan meets all of the required provisions of the City Code.

Section 2. The tracts of land affected by this ordinance (collectively, the "Properties") are legally described as follows:

PARCEL 1: Lot 3, Auditor's Subdivision No. 330, except that part thereof platted as Wessin Addition, as Gopher Addition and Samuelson's Lakeview Addition

AND The North 30 feet of Lot 2, Block 1, Samuelson's Lakeview Addition

AND Tract H, Registered Land Survey No. 1104, Hennepin County, Minnesota

AND Lot 1, Block 1, Sweeney Lake Woods PUD No. 120, Hennepin County, Minnesota.

PARCEL 2: That part of Lot 3, Block 1, Golden View, embraced within Lot 7, Block 1, Samuelson's Lakeview Addition, Hennepin County, Minnesota

AND Lot 3, Block 1, Golden View, except that part of Lot 3, Block 1, Golden View, embraced within Lot 7, Block 1, Samuelson's Lakeview Addition, Hennepin County, Minnesota.

PARCEL 3: Lot 2, Block 1, Sweeney Lake Woods PUD No. 120, Hennepin County, Minnesota

AND Lot 3, Block 1, Sweeney Lake Woods PUD No. 120, Hennepin County, Minnesota.

PARCEL 4: Lot 2, Block 1, Hanson Wood Shores, Hennepin County, Minnesota.

PARCEL 5: Outlot A, Sweeney Lake Woods PUD No. 120, Hennepin County, Minnesota.

Section 3. The name of the PUD shall be changed from Sweeney Lake Woods to Sweeney Lake Shores. The Applicant shall prepare a new plat of land in accordance with Minn. Stat. § 505.01 et seq., which plat shall include all of the Properties. The plat shall be titled Sweeney Lake Shores P.U.D. No 120.

Section 4. City Code Chapter 1 entitled "General Provisions" and Sec. 1-8 entitled "General Penalty; Continuing Violations" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 5. This ordinance shall take effect from and after its passage and publication as required by law.

Adopted by the City Council this 7<sup>th</sup> day of April, 2020.

/s/Shepard M. Harris  
Shepard M. Harris, Mayor

ATTEST:

/s/ Kristine A. Luedke  
Kristine A. Luedke, City Clerk



# EXECUTIVE SUMMARY

## Administrative Services

763-593-8013 / 763-593-3969 (fax)

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### Golden Valley City Council Meeting

April 7, 2020

#### Agenda Item

4. B. Public Hearing – Adopt Special Assessments for 2020 Pavement Management Area

#### Prepared By

Sue Virnig, Finance Director

#### Summary

The following resolution needs to be approved for the certification of special assessments for the 2020 Pavement Management area.

All Pavement Management Projects are financed by selling General Obligation Bonds for the construction of the street portion of the project. Those bonds need to be financed by a minimum of 20% from special assessments. The remaining costs are funded by bond sales that are paid back through a city tax levy.

The following meetings were held on the 2020 Pavement Management Program:

September 20, 2018	Feasibility Study was ordered
May, 2019	Open House
October 23, 2019	Open House
January 21, 2020	Project Hearing
February 4, 2020	Approve the Plans and Order Advertisement of Bids

A legal notice was published March 19, 2020. On March 13, 2020, all property owners were mailed a hearing notice of the assessment, resolution that will be considered, sample payment schedule and commonly asked questions. On March 24, 2020, all property owners were mailed an updated hearing notice with instructions for participating in the remote hearing.

Property owners will have until November 13, 2020, to make payment with no interest. After that date the amount will be certified and paid with property taxes at a 5% interest rate. The interest rate is set from the estimated rate for the upcoming bond sale. The City's rate is slightly higher due to the ongoing costs for arbitrage reporting and annual disclosure requirements.

2020 Pavement Management Program - Includes various improvements for streets in the following locations:

- Aquila Avenue North: 23<sup>rd</sup> Avenue North to Medicine Lake Road
- Zealand Avenue North: 23<sup>rd</sup> Avenue North to Medicine Lake Road
- Xylon Avenue North: 23<sup>rd</sup> Avenue North to Medicine Lake Road
- Rose Manor: Aquila Avenue North to Zealand Avenue North
- 24<sup>th</sup> Avenue North: Zealand Avenue North to Wisconsin Avenue North
- 23<sup>rd</sup> Avenue North: Cavell Avenue North to Xylon Avenue North

**Financial Or Budget Considerations**

In 2020, the bond issuance size is \$3,500,000 for the street portion of the 2020 PMP area. The minimum requirement for the City to sell General Obligation Special Assessment bonds is to have at least 20% paid by special assessments and is \$700,326. This meets that requirement.

**Recommended Action**

Motion to adopt Resolution Adopting and Confirming Assessments for Various Public Improvements for Streets in the 2020 Pavement Management Area.

**Supporting Documents**

- Resolution Adopting and Confirming Assessments for Various Public Improvements in the 2020 Pavement Management Area (2 pages)
- List of Property Owners Assessed (2 pages)
- Project Area Map (1 Page)
- Assessment Hearing Objection Form-2540 Zealand Ave N (2 pages)

RESOLUTION NO. 20-22

RESOLUTION ADOPTING AND CONFIRMING ASSESSMENTS FOR  
VARIOUS PUBLIC IMPROVEMENTS FOR STREETS IN THE  
2020 PAVEMENT MANAGEMENT AREA

1. The amount proper and necessary to be specially assessed at this time for various public improvements:

Project	Years	Interest Rate	First Year Levy	Total Assessed
2020 Pavement Management Area	10	5%	2021	\$700,326.00

against every assessable lot, piece, or parcel of land affected thereby has been duly calculated upon the basis of benefits, without regard to cash valuation, in accordance with the provisions of Minnesota Statutes, Chapter 429, and notice has been duly published, as required by law that this Council would meet to hear, consider and pass upon all objections, if any, and said proposed assessment has at all time since its filing been open for public inspection and an opportunity has been given to all interested persons to present their objections if any, to such proposed assessments.

2. This Council, having heard and considered all objections so presented, finds that each of the lots, pieces and parcels of land enumerated in the proposed assessment was and is specially benefited by the construction of said improvement in not less than the amount of the assessment set opposite the description of each such lot, piece and parcel of land respectively, and such amount so set out is hereby levied against each of the respective lots, pieces and parcels of land therein described.

3. The proposed assessments are hereby adopted and confirmed as the proper assessments for each of said lots, pieces and parcels of land respectively, and the assessment against each parcel, together with interest at the rate of five (5) percent per annum accruing on the full amount thereof unpaid, shall be a lien concurrent with general taxes upon parcel and all thereof. The total amount of each such assessment not prepaid shall be payable in equal annual principal installments extending over a period of years, as indicated in each case. The first of said installments, together with interest on the entire assessment for the period of January 1, 2021 through December 31, 2021, will be payable with general taxes for the year of 2020, collectible in 2021, and one of each of the remaining installments, together with one year's interest on that and all other unpaid installments, will be paid with general taxes for each consecutive year thereafter until the entire assessment is paid.

4. Prior to certification of the assessment to the County Auditor, the owner of any lot, piece or parcel of land assessed hereby may at any time pay the whole such assessment, with interest to the date of payment, to the City Treasurer, but no interest shall be charged if such payment is made by November 13, 2020.

5. The City Clerk shall, as soon as may be, prepare and transmit to the County Auditor a certified duplicate of the assessment roll, with each installment and interest on each unpaid assessment set forth separately, to be extended upon the proper tax lists of the County and the County Auditor shall thereafter collect said assessment in the manner provided by law.

Adopted by the City Council of Golden Valley, Minnesota this 7<sup>th</sup> day of April, 2020.

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Shepard M. Harris, Mayor

ATTEST:

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Kristine A. Luedke, City Clerk

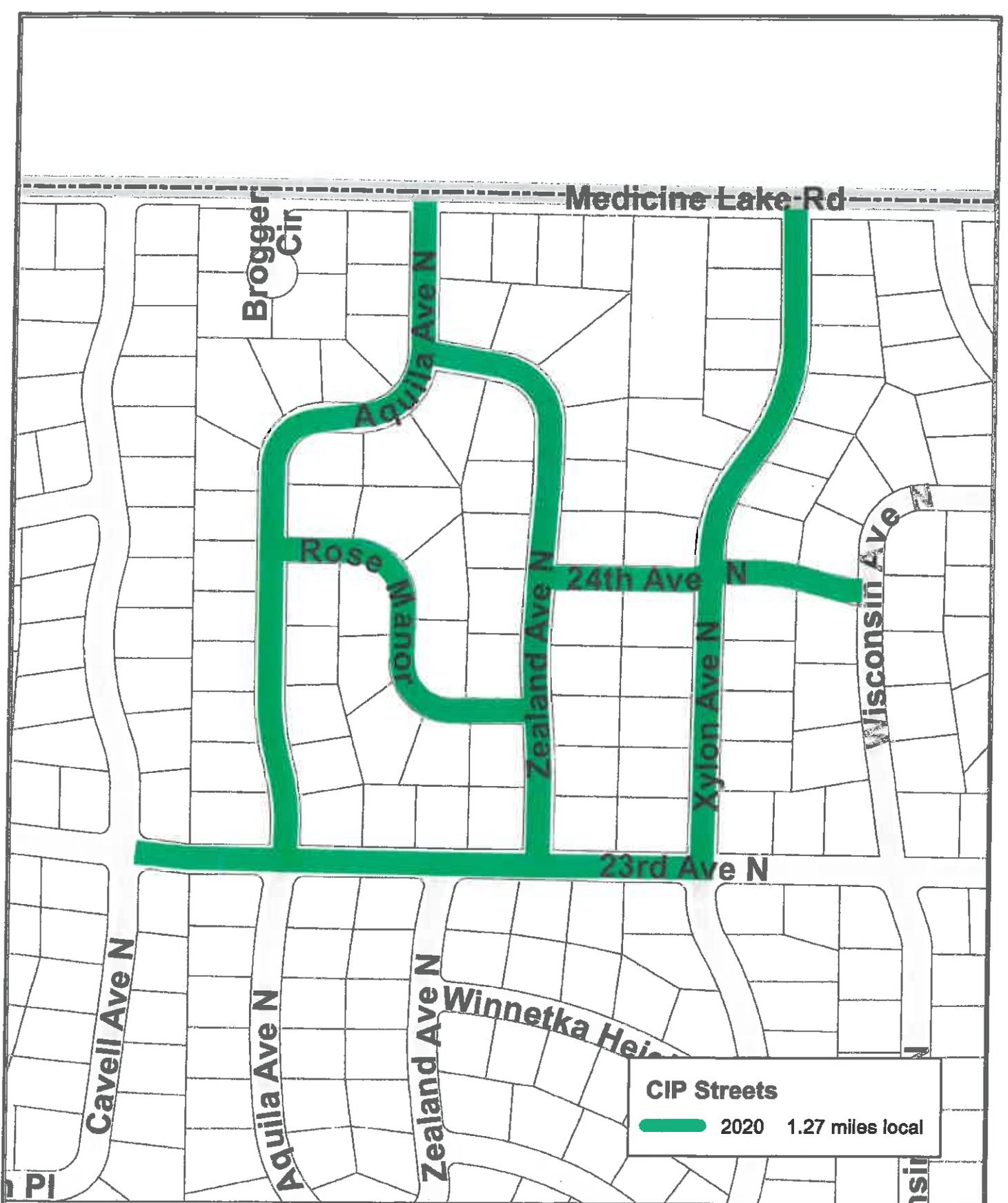
**CITY OF GOLDEN VALLEY**  
**2020 PAVEMENT MANAGEMENT PROGRAM**  
**LEVY #20447**

<b>PID</b>	<b>ADDRESS</b>	<b>ASSESSMENT</b>
3011821130030	8405 23RD AVE N	4,323.00
3011821130029	8445 23RD AVE N	8,646.00
3011821130028	8465 23RD AVE N	8,646.00
3011821120041	8520 23RD AVE N	8,646.00
3011821120042	8540 23RD AVE N	8,646.00
3011821120074	8300 24TH AVE N	4,323.00
3011821120073	8350 24TH AVE N	8,646.00
3011821130026	2240 AQUILA AVE N	4,323.00
3011821130001	2245 AQUILA AVE N	4,323.00
3011821120043	2300 AQUILA AVE N	8,646.00
3011821120019	2301 AQUILA AVE N	8,646.00
3011821120044	2320 AQUILA AVE N	8,646.00
3011821120018	2325 AQUILA AVE N	8,646.00
3011821120017	2335 AQUILA AVE N	8,646.00
3011821120045	2340 AQUILA AVE N	8,646.00
3011821120016	2355 AQUILA AVE N	8,646.00
3011821120046	2360 AQUILA AVE N	8,646.00
3011821120015	2365 AQUILA AVE N	8,646.00
3011821120047	2380 AQUILA AVE N	8,646.00
3011821120014	2385 AQUILA AVE N	8,646.00
3011821120013	2405 AQUILA AVE N	8,646.00
3011821120012	2425 AQUILA AVE N	8,646.00
3011821120057	2430 AQUILA AVE N	8,646.00
3011821120011	2435 AQUILA AVE N	8,646.00
3011821120010	2501 AQUILA AVE N	8,646.00
3011821120009	2505 AQUILA AVE N	8,646.00
3011821120058	2510 AQUILA AVE N	8,646.00
3011821120059	2530 AQUILA AVE N	8,646.00
3011821120008	2535 AQUILA AVE N	8,646.00
3011821120077	2545 AQUILA AVE N	8,646.00
3011821240026	2240 CAVELL AVE N	4,323.00
3011821210041	2300 CAVELL AVE N	4,323.00
3011821120067	8239 MEDICINE LAKE RD	8,646.00
3011821120023	8535 MEDICINE LAKE RD	8,646.00
3011821120006	8555 MEDICINE LAKE RD	8,646.00
3011821120038	8505 ROSE MANOR	8,646.00
3011821120037	8507 ROSE MANOR	8,646.00
3011821120053	8510 ROSE MANOR	8,646.00
3011821120036	8511 ROSE MANOR	8,646.00
3011821120054	8520 ROSE MANOR	8,646.00
3011821120035	8521 ROSE MANOR	8,646.00
3011821120055	8530 ROSE MANOR	8,646.00
3011821120056	8540 ROSE MANOR	8,646.00

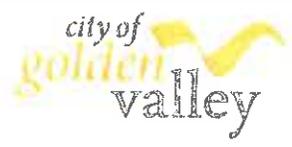
3011821120083	2375 WISCONSIN AVE N	4,323.00
3011821120079	2300 XYLON AVE N	4,323.00
3011821120088	2305 XYLON AVE N	8,646.00
3011821120087	2325 XYLON AVE N	8,646.00
3011821120078	2330 XYLON AVE N	8,646.00
3011821120086	2345 XYLON AVE N	8,646.00
3011821120077	2350 XYLON AVE N	8,646.00
3011821120085	2365 XYLON AVE N	8,646.00
3011821120076	2370 XYLON AVE N	8,646.00
3011821120084	2385 XYLON AVE N	8,646.00
3011821120075	2390 XYLON AVE N	8,646.00
3011821120090	2405 XYLON AVE N	8,646.00
3011821120072	2430 XYLON AVE N	8,646.00
3011821120089	2435 XYLON AVE N	8,646.00
3011821120071	2460 XYLON AVE N	8,646.00
3011821120064	2465 XYLON AVE N	8,646.00
3011821120073	2490 XYLON AVE N	8,646.00
3011821120063	2495 XYLON AVE N	8,646.00
3011821120069	2500 XYLON AVE N	8,646.00
3011821120062	2505 XYLON AVE N	8,646.00
3011821120068	2540 XYLON AVE N	8,646.00
3011821120061	2545 XYLON AVE N	8,646.00
3011821120060	2585 XYLON AVE N	8,646.00
3011821130027	2240 ZEALAND AVE N	4,323.00
3011821130014	2245 ZEALAND AVE N	4,323.00
3011821120034	2300 ZEALAND AVE N	8,646.00
3011821120040	2301 ZEALAND AVE N	8,646.00
3011821120033	2320 ZEALAND AVE N	8,646.00
3011821120039	2325 ZEALAND AVE N	8,646.00
3011821120032	2350 ZEALAND AVE N	8,646.00
3011821120052	2365 ZEALAND AVE N	8,646.00
3011821120031	2370 ZEALAND AVE N	8,646.00
3011821120030	2380 ZEALAND AVE N	8,646.00
3011821120051	2385 ZEALAND AVE N	8,646.00
3011821120029	2400 ZEALAND AVE N	8,646.00
3011821120050	2405 ZEALAND AVE N	8,646.00
3011821120049	2425 ZEALAND AVE N	8,646.00
3011821120028	2430 ZEALAND AVE N	8,646.00
3011821120027	2460 ZEALAND AVE N	8,646.00
3011821120048	2465 ZEALAND AVE N	8,646.00
3011821120026	2500 ZEALAND AVE N	8,646.00
3011821120025	2520 ZEALAND AVE N	8,646.00
3011821120024	2540 ZEALAND AVE N	8,646.00

**TOTAL ASSESSMENT**

**700,326.00**



**CIP Streets**  
 2020 1.27 miles local



# 2020 PMP

Print Date: 10/22/2019  
 Sources:  
 -Hennepin County Surveyors Office for Property Lines (2019) & Aerial Photography (2018).  
 -City of Golden Valley for all other layers.

0 125 250 500 Feet

ASSESSMENT HEARING OBJECTION FORM PROJECT NO. 2020 PMP  
LEVY 20447

Address of assessed parcel: 2540 Zealand Ave N

Property identification number: 30-118-21-12-0024

Do you wish to address the City Council?  Yes  No

Please complete this form if you intend to request that the City Council revise or cancel your assessment. This form must be completed and filed with the City Clerk prior to the assessment hearing or presented to the presiding officer at the hearing. Your request will become part of the public hearing record.

I request that the City Council consider (check one):

- a.  Cancellation of assessment  
b.  Revision of assessment

Reason for the request:

We believe it makes sense to revise this assessment and look for other reasonably priced alternatives. Due to COVID-19, we are living in a time of economic uncertainty where many families are being laid off or will be without work in the coming weeks and months, and for currently unknown periods of time. The large amount of \$ 8,646 is needed for basic living expenses, including mortgages. And while there

Alfonso + Andrea Lentini  
Print Name

Andrea Lentini  
Alfonso Lentini  
Signature

4/1/2020  
Date

OVER

2540 Zealand Ave N  
Address of Property Owner

55427  
Zip Code

\_\_\_\_\_  
Telephone

is a financing option, the high interest charge resulting in an additional \$2,386 over the life of the loan is an additional burden. Often in tough economic times families need to make sacrifices and cut costs where necessary, and local government should do the same.

We understand from online forums there was a large push from a small number of home owners to keep the streets at their current width, which increased the assessment significantly. If narrowing the streets results in a cost savings, then it feels that should be a viable alternative at this time. It is also our understanding the assessment includes an incentive to the contractor to complete work on time. If this is so, and the contractor doesn't complete the project on time, is the homeowner reimbursed those funds? Additionally, why are contractors being offered incentives to complete work on time? Should contractors not be expected to complete work within the agreed upon time frame, which they submit bids and compete for, to minimize the financial impact to the residents of Golden Valley?

We would welcome the opportunity to discuss our concerns with any city official and can be contacted via the information on the front of this form.

Thank you.



# EXECUTIVE SUMMARY

## Physical Development

763-593-8030 / 763-593-8109 (fax)

Golden Valley City Council Meeting

April 7, 2020

### Agenda Item

6. A. 1. Award Construction Contract for 2020 Pavement Management Program

### Prepared By

Jeff Oliver, P.E., City Engineer

R.J. Kakach, P.E., Assistant City Engineer

### Summary

Bids for the 2020 Pavement Management Program (PMP) City Improvement Project #20-01 were opened on March 5, 2020. Four bids were received and are listed below:

Contractor	Total Bid
GMH Asphalt Corporation	\$4,447,044.79
Park Construction Company	\$5,361,764.72
Bituminous Roadways Inc.	\$5,256,136.33
Northdale Construction	\$5,187,578.03

Staff reviewed the bids and found them to be accurate and in order. Staff recommends awarding the bid to GMH Asphalt Corporation in the amount of \$4,447,044.79

The contract for the 2020 PMP includes a \$40,000.00 construction completion incentive. The contractor will earn this incentive if the work is substantially complete by October 2, 2020, or as modified based upon weather delays and as outlined in the contract and specifications. If the contractor earns the incentive a change order for payment will be approved by the City Council following substantial completion.

### Financial Or Budget Considerations

The financing for this contract is summarized as follows:

- The bid for street reconstruction totals \$2,699,144.71 and is within the \$3,350,000.00 included in the Street 2020 CIP (S-001) for the project. This amount does not include indirect costs associated with the improvement.
- The total bid for sanitary sewer and watermain improvements is \$1,143,981.17, which includes Alternate Bid B: Sanitary Sewer Wye Liners and is within the \$1,200,000 included in the Water and Sanitary Sewer Utility 2020 CIP (W&SS-001) for this project. This amount does not include indirect costs associated with the improvement
- The bid amount for sanitary sewer and watermain also includes \$21,190.58 for the installation of new sanitary sewer on Welcome Avenue north of Golden Valley Road to provide service to

several properties in the area. The owners of these properties have posted a \$50,000.00 escrow of the design and construction of this sanitary sewer extension.

- The total bid for storm sewer improvements is \$603,918.91 and is within the \$750,000 included in the Storm Sewer 2020 CIP (SS-01) for this project. This amount does not include indirect costs associated with the improvement

The \$40,000.00 completion date incentive is not included in the GMH contract. If the date is met, the incentive payment will be added to the contract with a change order approved by the City Council following substantial completion of the project.

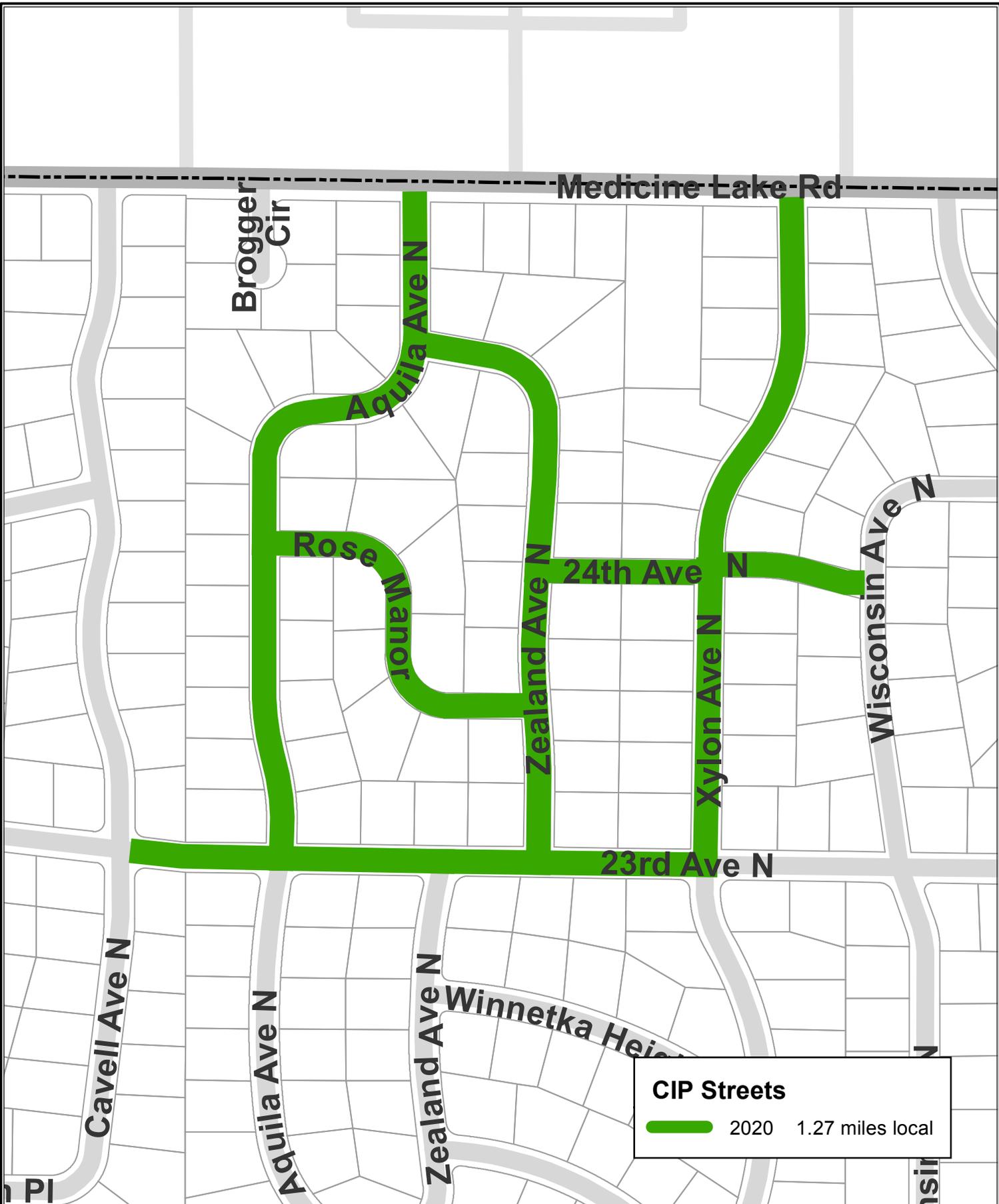
It is expected that construction will begin as weather permits in April 2020 and be completed in the fall.

### **Recommended Actions**

Motion to authorize the Mayor and City Manager to execute an agreement for the 2020 Pavement Management Program with GMH Asphalt Corporation, incorporated in the form approved by the City Attorney for the construction of the 2020 Pavement Management Program City Project No 20-01 in the amount of in the amount of \$4,447,044.79.

### **Supporting Documents**

- Location map (1 page)
- Contract with GMH Asphalt, Corporation (39 pages)



**CIP Streets**

 2020 1.27 miles local

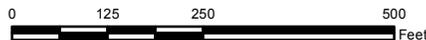


# 2020 PMP

Print Date: 10/22/2019

Sources:

- Hennepin County Surveyors Office for Property Lines (2019) & Aerial Photography (2018).
- City of Golden Valley for all other layers.



**AGREEMENT FOR THE 2020 PAVEMENT MANAGEMENT  
PROJECT NO. 20-01**

THIS AGREEMENT (this "Agreement"), entered into the 7<sup>th</sup> day of April, 2020 between the City of Golden Valley (the "City"), a municipal corporation, existing under the laws of the State of Minnesota, and GMH Asphalt Corporation, ("Contractor"), a Corporation, under the laws of the State of Minnesota.

**ARTICLE 1. The Contract Documents.** The Contract Documents consist of: this Agreement, the Proposal and Bid of the Contractor, the Contractor's Bonds, the General Conditions, Special Conditions and any supplementary conditions, drawings, plans, Specifications, addenda issued prior to execution of this Agreement, other documents listed herein or in any of the foregoing documents, and Modifications of the same issued after execution of this Agreement (collectively the "Contract" or "Contract Documents"). A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Engineer.

In the event of a conflict among the various provisions of the Contract Documents, the terms shall be interpreted in the following order of priority:

1. Modifications to the Contract
2. This Agreement
3. Special Conditions
4. General Conditions

Drawings shall control over Specifications, and detail in drawings shall control over large-scale drawings.

All capitalized terms used and not otherwise defined in this Agreement, but defined elsewhere in the Contract Documents, shall have the meaning set forth in the Contract Documents.

**ARTICLE 2. The Work.** Contractor, for good and valuable consideration the sufficiency of which is hereby acknowledged, covenants and agrees to furnish all materials, all necessary tools and equipment, and to do and perform all work and labor necessary for 2020 Pavement Management Program Project No. 20-01 (the "Project") according to the Plans and Specifications and all of the Contract Documents.

Contractor shall commence and conclude the Work in accordance with the Contract Documents. Time is of the essence in this Agreement. Accordingly, Contractor shall complete the Work in accordance with the time schedule for commencement and completion of the Work set forth in the Contract Documents. Contractor shall complete the Work in every respect to the satisfaction and approval of the City.

**ARTICLE 3. Contract Price.** The City shall pay the Contractor the Contract Price in current funds for the Contractor's performance of the Contract. The Contract Price shall be \$4,475,259.79, subject to additions and deductions as provided in the Contract Documents.

In the event Contractor achieves Substantial Completion of all of the Work prior to or on the Contract Time payment due to Contractor shall be adjusted to include an incentive payment of \$40,000.00 (the "Incentive Pay"). The Incentive Pay shall be in addition to the Contract Price.

Installment payments, if any, on account of the Work shall be made in accordance with the provisions of the General Conditions. Final payment shall be due and payable on or before thirty (30) days after issuance of a Certificate of Final Completion issued by the City Engineer confirming that the Work has been fully completed and Contractor's obligations fully performed by Contractor.

**ARTICLE 4. Contractor's Bonds.** Contractor shall make, execute and deliver to the City corporate surety bonds in a form approved by the City, in the sum of \$4,475,259.79 for the use of the City and of all persons furnishing labor, skill, tools, machinery or materials to the Project. Said bonds shall secure the faithful performance and payment of the Contract by the Contractor and shall be conditioned as required by law. This Agreement shall not become effective unless and until said bonds have been received and approved by the City.

**ARTICLE 5. Acceptance of the Work.** The City, through its authorized agents, shall be the sole and final judge of the fitness of the Work and its acceptability.

**ARTICLE 6. Records.** Contractor shall keep as complete, exact and accurate an account of the labor and materials used in the execution of the Work as is possible, and shall submit and make this information available as maybe requested by the City.

**ARTICLE 7. Payment.** All payments to Contractor shall be made payable to the order of GMH Asphalt Corporation, and the City does not assume and shall not have any responsibility for the allocation of payments or obligations of the Contractor to third parties.

**ARTICLE 8. Cancellation Prior to Execution.** The City reserves the right, without liability, to cancel the award of the Contract at any time before the execution of the Contract by all parties.

**ARTICLE 9. Special Assessment Contingency.** The City's obligation under this contract is contingent upon the availability of appropriated funds, including funds derived from special assessments, from which payment for contract purposes can be made. The City shall not be legally liable for any payment under this Agreement unless the special assessment appeal period under Minn. Stat. § 429.081 has passed and no appeals have been received.

**ARTICLE 10. Termination.** The City may by written notice terminate the Contract, or any portion thereof, when (1) it is deemed in the best public, state or national interest to do so; (2) the Special Assessment contingency has not been met; (3) the City is unable to adequately fund payment for the Contract because of changes in state fiscal policy, regulations or law; or (4) after finding that, for reasons beyond Contractor's control, Contractor is prevented from proceeding with or completing the Work within a reasonable time.

In the event that any Work is terminated under the provisions hereof, all completed items or units of Work will be paid for at Contract Bid Prices. Payment for partially completed items or units of Work will be made in accordance with the Contract Documents.

Termination of the Contract or any portion thereof shall not relieve Contractor of responsibility for the completed Work, nor shall it relieve Contractor's Sureties of their obligations for and concerning any just claims arising out of the Work.

IN WITNESS WHEREOF, both parties hereto have caused this Contract to be signed on their respective behalves by their duly authorized offices and their corporate seals to be hereunto affixed the day and year first above written.  
THE CITY OF GOLDEN VALLEY, MINNESOTA

BY \_\_\_\_\_  
Shepard M. Harris, Mayor

BY \_\_\_\_\_  
Timothy J. Cruikshank, City Manager

CONTRACTOR  
GMH ASPHALT CORPORATION

BY \_\_\_\_\_

ITS \_\_\_\_\_

**GENERAL CONDITIONS**  
**CITY OF GOLDEN VALLEY**

**SECTION I - GENERAL**

1. **DEFINITIONS**

When used in the Contract Documents, the intent and meaning of the below listed terms shall be as follows:

- A. "A.S.T.M." means the American Society for Testing Materials.
- B. "Bidder" means any individual, firm or corporation submitting a Proposal for the Work contemplated, acting directly or through a duly authorized representative.
- C. "City" means the City of Golden Valley, Minnesota.
- D. "Contract" means the entire agreement covering the performance of the Work and the furnishing of materials in the construction.
- E. "Contractor" means the individual, firm, partnership, corporation or company with which the City contracts and unless otherwise specified, includes subcontractors of Contractor.
- F. "Contract Bond" means collectively the approved forms of security furnished by Contractor and Contractor's Surety or Sureties as a guarantee of good faith on the part of Contractor to execute and pay for the Work in accordance with the terms of the Contract.
- G. "Contract Price" means the total amount payable by the City to Contractor, including authorized adjustments, for the performance of the Work under the Contract Documents and is stated in the Agreement.
- H. "Contract Time" means the period of time, including authorized adjustments, allotted in the Contract Documents for Final Completion of the Work.
- I. "Engineer" means the City Engineer, or her/his designee.
- J. "Final Completion" means the stage of construction following Substantial Completion when the Contractor has completed all written corrective measures for damaged or defective Work as determined by the Engineer, and has provided all documents required for close out of the Contract as discussed within the Contract Documents.
- K. "Force Account" means the payment method used for extra work if Contractor and the Engineer are unable to negotiate prices for revised Work.

- L. "Force Account Work" means work completed on a Force Account basis.
- M. "Inspector" means an authorized representative of the Engineer, assigned to make any or all necessary inspections of the Work performed and the materials furnished by Contractor.
- N. "Laboratory" means the testing laboratory that shall be approved by the Engineer to inspect and determine the suitability of materials.
- O. "Plans" means all approved drawings or reproductions of drawings pertaining to the construction of the Work and appurtenances.
- P. "Proposal" means the proposal for the Work submitted by the Bidder on the Proposal Form.
- Q. "Proposal Form" means the approved form on which the Bidder submits its Proposal for the Work contemplated. The Proposal may also be referred to as the bid.
- R. "Proposal Guarantee" means the security designated in the Proposal to be furnished by the Bidder as a guarantee of good faith to enter into a contract with the City if the Work is awarded to the Bidder.
- S. "Specifications" means the directions, provisions and requirements contained in the Contract Documents, together with all written agreements made or to be made, pertaining to the method and manner of performing the Work, or to the quantities and qualities of materials to be furnished under the Contract Documents.
- T. "Substantial Completion" is the stage in the progress of the Work when the Work or a designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the City can occupy or use the Work for its intended purpose. For the avoidance of doubt, unless otherwise agreed, Substantial Completion requires all of the following to be complete: all utility and storm sewer installation, placement of the base course and wear course of bituminous, sidewalk and pedestrian ramps, curb and gutter, driveway pavement, signage, sod, seed, pavement markings and project cleanup.
- U. "Surety" is the individual or corporate surety that is bound with and for Contractor for the acceptable performance of the Contract and for its payment of all obligations pertaining to the Work.
- V. "Unclassified Work" means all work and materials that are not included under any items in the Proposal and Contract, for which a unit price has been submitted.
- W. The "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by

Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

- X. Meaning of expressions - In order to avoid cumbersome and confusing repetition of expressions in these Specifications, whenever it is provided that anything is, or is to be done or is, "contemplated," "required," "directed," "specified," "authorized," "ordered," "given," "designated," "indicated," "considered necessary," "permitted," "suspended," "approved," "acceptable," "unacceptable," "suitable," "unsuitable," "satisfactory," "unsatisfactory," or "sufficient," it shall be taken to mean and intend by or to the Engineer.

2. FAMILIARITY WITH LAWS AND ORDINANCES

Contractor is assumed to have made itself familiar with all laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used in or upon the improvement, or in any way affect the conduct of the Work. No plea of misunderstanding will be considered on account of the ignorance thereof. The provisions of such laws or ordinances are deemed to be a part of these Specifications, and Contractor shall be bound by the provisions thereof.

**SECTION II - AWARD AND EXECUTION OF THE CONTRACT**

1. CONSIDERATION OF PROPOSALS

Comparison of proposals will be based on the correct summation of item totals, obtained from the Proposal Form. In the case of errors on a Proposal Form, the unit price shall be used to determine the correct total for a bid item.

The City reserves the right to award any or all alternate bid items, or any combination thereof, in the best interest of the City.

The City reserves the right to reject any or all Proposals and to waive defects or technicalities as it may deem in the best interest of the City.

2. EXECUTION OF CONTRACT

The individual, firm, partnership, corporation or company to which the Contract has been awarded shall sign the necessary agreements, enter into a contract with the City, and shall return all necessary documents to the office of the City Clerk of Golden Valley within ten (10) days after it has received notice of award.

3. FAILURE TO EXECUTE CONTRACTS

Failure to furnish the Contract Bonds in the sum equal to the amount of the award, or to execute the Contract within ten (10) days as specified, shall be just cause for

annulment of the award. It shall be understood by the Bidder that, in the event of annulment of the award, the amount of the Proposal Guarantee deposited with the Proposal shall be retained by the City, not as a penalty, but as liquidated damages to compensate the City for additional costs and expenses.

### **SECTION III - SCOPE OF WORK**

#### **1. INTENT OF PLANS AND SPECIFICATIONS**

The intent of the Plans and Specifications is to prescribe the complete Work or improvement that Contractor undertakes to do. The Plans and Specifications shall be read and interpreted in conjunction with the Contract Documents.

Unless otherwise provided, it is understood that Contractor shall furnish all labor, material, equipment, tools, transportation, necessary supplies and incidentals as may reasonably be required to complete the Work in accordance with the Plans, Specifications and other Contract Documents.

The approved Plans are on file in the office of the City Clerk, City of Golden Valley, Golden Valley City Hall, 7800 Golden Valley Road, Golden Valley, Minnesota 55427, and show the location, details and dimensions of the Work. Any deviations from the Contract Documents as may be required during construction shall, in all cases, be determined by the Engineer and authorized in writing by the Engineer before such deviations are consummated.

The City may attach addenda to these Specifications, to be filed with such Specifications and incorporated as part thereof, at the office of the City Clerk of Golden Valley. Bidders shall be responsible to examine such Specifications as are on file for addenda before submitting Proposals.

#### **2. INCREASED OR DECREASED QUANTITIES OF WORK**

The Engineer shall have the sole right to increase or decrease any or all of the items specified in the Contract Documents, including the elimination of any one or more items. Such changes shall not invalidate the Contract. If quantities originally contemplated are materially changed, Contractor shall request a cost adjustment in writing in compliance with the Change Order requirements set forth in Section 3 herein. Approval of any such cost adjustment shall be at the sole discretion of the Engineer and the Engineer's decision shall be final on any and all matters concerning cost adjustment. No payment for changed items shall be made to Contractor until both parties have signed the Change Order.

Except in the case of minor changes in the Work approved or ordered by the Engineer in accordance with Section III (3)(D), or ordered by the Engineer in accordance with Section III (3)(C), Contractor may make substitutions only with the consent of the City, after evaluation and written approval by the Engineer and in accordance with a Change Order.

### 3. CHANGES IN THE WORK

#### A. GENERAL

Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Section and elsewhere in the Contract Documents. A Change Order shall be based upon agreement between the City and Contractor. A Construction Change Directive may be issued by the Engineer and may or may not be agreed to by Contractor. An order for a minor change in the Work may be issued by the Engineer alone and shall not involve a change in the Contract Price or Contract Time. Changes in the Work shall be performed under applicable provisions of the Contract Documents. Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

#### B. CHANGE ORDERS

A Change Order is a written instrument prepared by the Engineer and signed by the City and Contractor stating their agreement upon all of the following:

- i. The change in the Work;
- ii. The amount of the adjustment, if any, in the Contract Price; and
- iii. The extent of the adjustment, if any, in the Contract Time.

#### C. MINOR ALTERATIONS OF PLANS OR CHARACTER OF WORK

The Engineer may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Price or Contract Time. The Engineer's order for minor changes shall be made in writing. If Contractor believes that the proposed minor change in the Work will affect the Contract Price or Contract Time, Contractor shall notify the Engineer and shall not proceed to implement the change in the Work. If Contractor performs the Work set forth in the Engineer's order for a minor change without prior notice to the Engineer that such change will affect the Contract Price or Contract Time, Contractor waives any adjustment to the Contract Price or extension of the Contract Time.

#### D. ELIMINATION OF WORK

Should the City eliminate any Contract items from the Contract, delete any Work, or order termination on a Contract item before completion of that unit, Contractor shall be reimbursed for all costs incurred prior to notification that are not the result of unauthorized work. Compensation will be made on the following basis:

- i. Accepted quantities of Work completed in accordance with the Contract will be paid for at the Contract prices.
- ii. For materials that have been ordered but not incorporated in the Work, reimbursement will be made in accordance with the procedure set out for Surplus Material.
- iii. For partially completed items, accepted Work shall be paid for on the basis of a percentage of the Contract bid price equal to the percentage of actual accomplishment toward completion of the item. In arriving at this percentage, the value of materials incorporated in the partially completed items will be considered to be the actual purchase price of the materials, plus transportation costs, to which will be added fifteen percent (15%) of the sum thereof.

Contractor shall also be reimbursed for such actual expenditures for equipment, mobilization, and overhead as the City considers directly attributable to the eliminated work and that are not recovered as part of the direct payment for the Work.

Payment for completed Work at the Contract prices and for partially completed Work and materials in accordance with the above provisions, together with such other allowances as are made for fixed costs, shall constitute final and full compensation for the Work related to those Contract items that have been partially or totally eliminated from the Contract.

#### 4. UNCLASSIFIED WORK

All work and materials that are not included under any items in the Proposal or Contract Documents and for which a unit price has been submitted, shall be designated as Unclassified Work.

Before any Unclassified Work is performed, the Engineer shall submit to Contractor for its acceptance, a Change Order stating the location, nature, estimate of quantities, and basis of payment of work to be performed. When this Change Order has been signed by both parties, it shall become part of the Contract.

Any Change Order shall stipulate a unit price or lump sum for the performance of work. Where a change in the Contract Price or Contract Time cannot be agreed upon, the Unclassified Work shall be completed pursuant to a Construction Change Directive and payment shall be made on a Force Account basis.

#### 5. CONSTRUCTION CHANGE DIRECTIVES

A Construction Change Directive is a written order prepared by the Engineer directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the

general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Price and Contract Time being adjusted accordingly. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

If the Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be made as provided in Section VIII below. If Contractor disagrees with the adjustment in the Contract Price or Contract Time, Contractor may make a Claim in accordance with applicable provisions of Section VIII(6).

Upon receipt of a Construction Change Directive, Contractor shall promptly proceed with the change in the Work involved and advise the Engineer of Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Price or Contract Time. When the City and Contractor agree with a determination made by the Engineer concerning the adjustments in the Contract Price and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Engineer shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive. A Construction Change Directive signed by Contractor indicates Contractor's agreement therewith, including adjustment in Contract Price and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

6. FINAL CLEAN-UP

Upon completion of the Work and before acceptance, issuance of the Certificate of Final Completion and final payment, Contractor shall remove from the street and adjacent property, all surplus and discarded materials, equipment, rubbish and temporary structures; restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work; and shall leave the site in a neat and presentable condition subject to the approval of the Engineer.

**SECTION IV - CONTROL OF WORK**

1. AUTHORITY OF ENGINEER

The Engineer shall decide any and all questions which may arise as to (1) the quality and acceptability of materials furnished and Work performed; (2) the manner of performance and rate of progress of the Work; (3) the interpretation of the Plans and Specifications; (4) the acceptable fulfillment of the Contract on the part of Contractor; and (5) the amount and quantity of the several kinds of Work performed and materials furnished under the Contract.

2. CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

No deviations from the Plans or the approved working drawings shall be permitted without the written approval of the Engineer.

3. COORDINATION OF PLANS AND SPECIFICATIONS

Contractor shall take no advantage of any apparent error or omission in the Plans or Specifications, and the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the Plans and Specifications.

Any work not specified herein or in the Plans, but which may be fairly implied or understood as included in the Contract, shall be completed by Contractor without extra charge. Any ambiguity or discrepancy in the Plans or Specifications shall be adjusted by using the best class of work or materials.

In the case of any discrepancy between the scale and figures in the Plans, drawings, etc., the figured dimensions shall govern. In the case of any discrepancy between the quantities shown in the Proposal and those shown in the Plans, the Plans shall prevail. In case any other discrepancy occurs between the Plans and the Specifications, the decision of the Engineer shall be decisive thereon.

4. COOPERATION BY CONTRACTOR

The City shall supply Contractor with five copies of the Plans and Specifications. Contractor shall have said Plans and Specifications available at the Project at all times during the prosecution of the Work. Contractor shall give the Work its constant attention to facilitate progress and shall cooperate with the Engineer in setting and preserving stakes, benchmarks, etc., and in all other things that are necessary for satisfactory completion of the Work. Contractor shall have a competent and reliable superintendent acting as Contractor's representative on the job at all times. This representative shall supervise all of Contractor's workforce, including its subcontractors, during all phases and in all aspects of the Work. All orders from the Engineer shall be directed through the superintendent.

Contractor shall provide a list, as deemed necessary by the Engineer, of emergency contacts, including names and 24-hour telephone numbers, to the City.

5. CARE AND PROTECTION OF WORK AND MATERIALS

From the commencement of the Work until the final acceptance of the same, Contractor shall be solely responsible for the care of the Work and for the materials delivered to the site and intended to be used in the Work. All injury or damage to the same from whatever cause, shall be made good at Contractor's expense. Contractor shall provide suitable means of protection for and shall protect all materials intended to be used in the Work and shall provide similar protection for all Work in progress as well as completed Work. Contractor shall at all times take all necessary precautions to

prevent injury or damage to the Work in progress, including but not limited to protection for damage or injury caused by flood, freezing, or inclement weather of any kind. Only approved methods shall be used for this purpose.

6. AUTHORITY AND DUTY OF INSPECTOR

The Inspector shall be authorized to inspect all Work and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation or manufacture of the materials to be used. An inspector shall be stationed on the Work to report to the Engineer as to the progress of the Work and the manner in which it is being performed. The Inspector shall also report to the Engineer whenever it appears that the materials furnished or the Work performed by Contractor fail to fulfill the requirements of the Specifications and Contract, and shall bring any such failure or other infringement to Contractor's attention. Such inspection, however, shall not relieve Contractor from any obligation to perform all of the Work strictly in accordance with the requirements of the Specifications.

In case of any dispute arising between Contractor and the Inspector as to materials furnished or the manner of performing the Work, the Inspector shall have the authority to reject materials or suspend the Work until the questions at issue can be referred to and decided by the Engineer. If Contractor uses rejected materials or fails to suspend the Work, all Work performed by Contractor under such suspension or rejection shall be considered unauthorized work and subject to rejection or replacement by Contractor at Contractor's expense. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these Specifications nor to approve or accept any portion of the Work, or to issue instructions contrary to the Plans and Specifications. The Inspector shall in no case act as foreman or perform other duties for Contractor, nor shall the Inspector interfere with the management of the Work by Contractor.

Any advice that the Inspector may give to Contractor shall in no way be construed as binding upon the City in any way, nor shall any such advise release Contractor from fulfillment of the terms of the Contract.

7. INSPECTION

The Engineer or the Engineer's representative shall be allowed access to all parts of the Work at all times and shall be furnished such information and assistance by Contractor as may be required to make a complete and detailed inspection. Such inspection may include mill, plant, or shop inspection of materials and workmanship.

8. UNAUTHORIZED WORK

Work done without lines and grades, Work done beyond the lines and grades shown on the Plans, or as given, except as herein provided, or any Unclassified Work done without written authority shall be considered unauthorized and at the

expense of Contractor and will not be measured or paid for by the City. Work so done may be ordered removed and replaced at Contractor's expense.

9. DEFECTIVE WORK

All Work not conforming to the requirements of the Contract Documents shall be considered defective and may be rejected by the Engineer by providing written notice of the defect to Contractor. Contractor shall promptly correct Work rejected by the Engineer or failing to conform to the requirements of the Contract Documents and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Engineer's services and expenses made necessary thereby, shall be at Contractor's expense.

Should Contractor fail or refuse to remove or renew any defective Work, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the Contract Documents within the time indicated by the City, the Engineer shall have the authority to cause the unacceptable or defective Work to be removed and renewed or repaired at Contractor's expense. Any expense incurred by the City in making these removals, renewals or repairs, which Contractor has failed or refused to make, shall be paid for out of any monies due or which become due Contractor, or may be charged against the Contract Bonds. Continued failure or refusal on the part of Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the City, at its option, to purchase materials, tools and equipment, and employ labor or to contract with any other individual, firm or corporation, to perform the Work. All costs and expenses so incurred shall be charged against Contractor and the amount thereof deducted from any monies due or which may become due to Contractor under this Contract, or shall be charged against the Contract Bonds. Any work performed, as described in this section, shall not relieve Contractor in any way from its responsibility to perform the Work.

The City shall also have authority to take over and use defective Work without compensation to Contractor, when Contractor fails or refuses to rebuild such defective Work.

10. FINAL INSPECTION

The Engineer will make final inspection of all Work, and any portion thereof, as soon as practicable after notification by Contractor that such Work is nearing completion. If the inspected Work is not acceptable to the Engineer at the time of the Engineer's inspection, the Engineer shall advise Contractor in writing as to the particular defects to be remedied. If, within a period of ten (10) days after such notification, Contractor has not taken steps to speedily complete the Work as directed, the Engineer may, without further notice and without in any way impairing the Contract, make such other arrangements as the Engineer may deem

necessary to have such Work completed in a satisfactory manner. The cost of completing such Work shall be deducted from any monies due, or which may become due Contractor on the Contract.

11. GUARANTEE

In addition to Contractor's obligations under Section IV paragraph 9, if, within one year after the date of Final Completion of the Work, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of notice from the City to do so, unless the City has previously given Contractor a written acceptance of such condition. The City shall give such notice promptly after discovery of the condition. If, during the one-year period for correction of Work, the City fails to notify Contractor and give Contractor an opportunity to make the correction, the City waives the right to require correction by Contractor and to make a claim for breach of warranty. If Contractor fails to correct nonconforming Work within a reasonable time after receipt of notice from the City, the City may correct the Work at Contractor's expense.

The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Final Completion by the period of time between Final Completion and the actual completion of that portion of the Work. The one-year period for correction of Work shall not be extended by corrective Work performed by Contractor pursuant to this Section.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in this Section relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

12. FOSSILS

If any fossils or treasure or other unusual or valuable geological formations are found in the process of excavating, such fossils and sample of geological formations shall be carefully preserved by Contractor and given to the Engineer and shall be the property of the City.

**SECTION V - CONTROL OF MATERIALS**

1. SOURCE AND QUALITY OF MATERIALS

The source of supply of the materials to be used shall be approved by the Engineer before delivery is started. The approval of the source of any material will stand only so long as the material itself conforms to the Specifications. Only materials conforming to the requirements of these Specifications shall be used in the Work. The source of any materials shall not be changed at any time without the written approval of the Engineer. Contractor may be required, at any time, to furnish a complete statement of the original composition and manufacturer of any or all materials required in the Work, or to submit sample of the same.

2. STANDARD STOCK PRODUCTS

All materials, supplies and articles furnished shall, whenever so specified, and otherwise wherever practicable, be the standard stock products of recognized, reputable manufacturers. The standard stock products of manufacturers other than those specified may be accepted when it is proved to the satisfaction of the Engineer that they are equal to or better than the specified products in strength, durability, usefulness and convenience for the purpose intended. Whenever reference is made herein to A.S.T.M. Specifications, it shall be understood that the latest revision of the A.S.T.M. at the time of award of Contract is implied.

3. TESTS OF MATERIALS

When tests of materials are necessary, such tests shall be made by and at the expense of the City unless otherwise provided. Contractor shall afford such facilities as the Engineer may require for collecting and forwarding samples, and shall not use the materials represented by the samples until tests have been made and the materials have been found to satisfy the requirements of these Specifications. Contractor shall, in all cases, furnish the required samples without charge. The quantity of materials Contractor must furnish shall be a reasonable amount, deemed by the Engineer, to effectively test such materials to verify compliance with the Specifications and/or meet requirements from non-City funding sources.

4. STORAGE

Materials shall be stored so as to insure the preservation of their quality and fitness for the Work and such materials, even though approved before storage, shall be subject to test, and must meet the requirements of these Specifications at the time it is proposed to incorporate them in the Work. Materials shall be stored in a manner that will facilitate inspections and protect the general public from injury.

The portion of the right-of-way not required for public travel may, with the consent of the Engineer, be used for storage purposes, and for the placing of Contractor's plant and equipment, but any additional space required, unless otherwise stipulated, shall be provided by Contractor at its expense.

5. DEFECTIVE MATERIALS

All materials not conforming to the requirements of these Specifications shall be considered as defective and all such materials, whether in place or not, will be rejected and shall be removed immediately from the right-of-way unless otherwise permitted by the Engineer. No material that has been rejected - the defects on which have been corrected or removed - shall be used until the Engineer's written approval has been given.

6. FAILURE TO REMOVE DEFECTIVE MATERIALS

Should Contractor fail or refuse to remove and renew any defective materials within the time indicated in writing, the Engineer shall have the authority to cause the unacceptable or defective materials to be removed and renewed at Contractor's expense. Any expense incurred by the City in making these removals or renewals, which Contractor has failed or refused to make, shall be paid for out of any monies due or which may become due Contractor under this Contract, or may be charged against the "Contract Bond" deposited.

**SECTION VI - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

1. LAWS TO BE OBSERVED

Contractor shall observe and comply with all laws, ordinances, regulations and decrees which may, at any time or in any manner, affect the equipment or materials used at the Project, the conduct of the Work or those employed to complete the Work. No plea of misunderstanding will be considered on account of the ignorance thereof.

Contractor further agrees that in connection with the employment and hiring of the labor necessary for the performance of the Work, or any subcontract hereunder, Contractor will not discriminate against any person or persons contrary to the provisions of Minnesota Statutes 181.9, which is hereby incorporated by reference.

Contractor and Contractor's Surety shall, indemnify and save harmless the City and all of its officers, agents and servants against any claim or liability arising from or based on the violation of any law, ordinance, regulation or decree, whether by itself or its employees.

If Contractor shall discover any provisions in the Plans, Contract, or these Specifications or any direction of the Engineer or Inspector which is contrary to or inconsistent with any such law, ordinance, regulation or decree, Contractor shall immediately report its inconsistency to the Engineer in writing.

2. PERMITS AND LICENSES

Contractor shall procure all permits and licenses as required in the Contract documents, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work.

3. PATENTED DEVICES, MATERIALS AND PROCESSES

If the Contract requires, or Contractor desires the use of any design, device, material or process covered by letter, patent or copyright, trademark or trade name, Contractor shall provide for such use by suitable legal agreement with the patentee or owner allowing use of such design, device, material or process in the Work. A copy of said agreement shall be filed with the City. If no such agreement is made or filed as noted, Contractor and Contractor's Surety shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or trade name or copyright in connection with the Work agreed to be performed under the Contract, and shall indemnify the City for any costs, expenses and damages which it may be obliged to pay, including costs, expense and attorneys' fees incident to litigation by reason of any such infringement at any time during the prosecution or after the completion of the Work.

4. SANITARY PROVISIONS

Contractor shall observe and comply with all laws, rules and regulations of the State and Local Health Authorities and shall take such precautions as are necessary to avoid creating unsanitary conditions.

Contractor shall provide and maintain suitable sanitary conveniences for the use of all persons employed on the Project. Such facilities shall be properly screened from public observation, in sufficient numbers, in such manner and at such points as shall be approved by the Engineer. Contractor shall rigorously prohibit committance of nuisances within, on or about the Work. Any employee found violating these provisions shall be discharged and not again employed on the Work without the written consent of the Engineer. Contractor shall supply sufficient drinking water to all of the work force employed, but only from such sources as shall be approved by the Engineer. Contractor shall also obey and enforce such other sanitary regulations and orders and shall take such precautions against infectious disease as may be deemed necessary by the Engineer.

5. PUBLIC CONVENIENCE AND SAFETY, BARRICADES, LIGHTS AND WARNING SIGNALS

Where the Work is carried on in or adjacent to any street, alley or public place, Contractor shall, at Contractor's own cost and expense, furnish and erect such barricades, fences, lights and danger signals, and shall take such other precautionary measures for the protection of persons and property and of the Work as is necessary or required by the Contract Documents. Excavations in or adjacent to public streets or alley in which water stands more than one (1) foot

deep or where banks of the excavation are subject to collapse or cave-in shall be securely barricaded with snow fence so as to prevent access by children and adults during the period when work is not being carried on at the site of excavation. Barricades shall be painted in a color and reflectorized in accordance with the provisions of the most current version of the Minnesota Manual of Uniform Traffic Control Devices ("MMUTCD").

From sunset to sunrise, Contractor shall furnish and maintain at least two (2) flashing lights at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any of the Work and to warn pedestrians and children of the existence of the excavation at all open points. When a detour is necessary because a street is blocked by the Work, the Engineer shall designate its route and Contractor shall furnish and post detour signs at places designated approved by the Engineer. All signs shall be in accordance with the most current version of the MMUTCD and appendices.

Contractor shall be responsible for all damage to the Work due to failure of barricades, signs, and lights to protect it, and whenever evidence of such damage is found, the Engineer may order the damaged portion immediately removed and replaced by Contractor at Contractor's expense. Contractor's responsibility for the maintenance of barricades, signs and lights, and for providing the watchmen, shall not cease until the Project has been accepted by the City.

6. MAINTENANCE OF DRAINAGE AND ACCESS TO MUNICIPAL AND PRIVATE UTILITIES

On all Work, Contractor shall provide and maintain free access to gas valves, manholes and similar facilities. Contractor shall also provide and maintain free access to all fire hydrants, gate valves, manholes, and appurtenant equipment of the City's water distribution and sanitary sewer systems.

Contractor shall provide for the flow of all water courses, storm sewers and storm drains, and shall keep all gutters and waterways open or make other provisions for the free removal of storm water. Contractor shall be liable for any damages or costs incurred by the City due to flood conditions, or backing up of sanitary or storm sewers or storm drains caused by the Work. Contractor also agrees to indemnify the City and its agents and employees against claims relating to or arising from any such backups or flooding.

7. SITES TO BE KEPT CLEAN

Contractor shall clean and keep clean from waste materials or refuse resulting from its operations, the streets, the Work and public property occupied by Contractor. Equipment not usable on the Work shall be promptly removed and the adjacent premises maintained in a neat and orderly condition at all times. Advertising signs in general will not be permitted at the Project.

8. NOISE ELIMINATION

Contractor shall eliminate noise to as great an extent as possible at all times. Air compressing plants shall be equipped with silencers, and the exhausts of all gasoline motors or other power equipment shall be provided with mufflers approved by the Engineer.

9. USE OF EXPLOSIVES

If it is necessary to use explosives in the performance of the Work, Contractor shall take out permits and comply with all laws, ordinances and regulations governing same. Contractor shall fully protect all completed Work as well as all overhead, surfaces or underground structures and shall be liable for any damage done to the Work or other structures on public or private property and injuries sustained by persons by reason of the use of explosives in Contractor's operations. Explosives shall be handled, used and fired only by experienced personnel. All firing shall be done by electricity. All explosive supplies shall be safely stored and protected in an approved manner. All such storage places shall be marked clearly, "**DANGEROUS – EXPLOSIVES.**" Caps or other exploders shall not be stored at the place where dynamite or other explosives are stored.

10. PROTECTION AND RESTORATION OF PROPERTY

Where the Work passes over or through private property, the City shall secure a license, right of entry, right-of-way agreement or easement. Contractor shall not receive any extra compensation or be entitled to any extras because of delay on the part of the City in obtaining right-of-way or easement access. Contractor shall not enter upon private property for any purpose without obtaining written permission from the property owner. Contractor shall, at Contractor's own expense, protect and restore any public or private property damaged or injured in consequence of any act or omission on Contractor's part or on the part of Contractor's employees or subcontractors, to a condition equal to or better than that existing before such damage or injury occurred. If Contractor neglects to restore or make good such damage or injury, the Engineer may, upon forty-eight (48) hours' notice, proceed to restore or make good such damage or injury and to order the cost thereof deducted from any monies that are or may come due to Contractor.

Contractor shall restore at Contractor's own expense all parks, streets, alleys, roads, or public highways, and the public structures and improvements which may occupy such parks, streets, roads, alleys, or public highways, including but not limited to water mains, water connections and appurtenances, sewer, manholes, catch basins, and sewer connections, ornamental light poles, and cables. All persons, firms, trustees, and corporations having buildings, structures, works, conduits, mains, pipes, tracks, poles, wires, cables, ducts, or other physical structures and improvements in, over, or under the public lands, streets, roads, alleys, or highways, shall be notified by the City to shift, adjust,

accommodate or remove any such interfering works so as to comply reasonably with the requirements of construction. Thereafter, Contractor shall be responsible for all just and proper claims for damages caused to or on account of such interference or removal, and shall at Contractor's own cost and expense reimburse such persons, firms, trustees and corporations all just and proper claim for such removal and replacement or repair.

Contractor shall include the cost of such interference, removal and replacement in the various affected unit and lump sum prices, and no separate payment will be made to Contractor for any cost involved by reason of any causes or situations arising from such interference, removal or replacement.

Land monuments shall not be moved or otherwise disturbed except as may be directed by the Engineer.

#### 11. EXISTING SURFACE, OVERHEAD AND UNDERGROUND STRUCTURES

Prior to construction, Contractor shall obtain field locations or other assistance as may be required to determine the existence and location of gas mains and other private utilities, as well as public utilities of the City, County or State, which may be underground or overhead within street and highway rights-of-way or within easements and which may be interfered with by the Work.

Existing underground, surface or overhead structures are not necessarily shown on the Plans, and those shown are only correct to the level of accuracy permitted by the locations both from field located and record drawings, established by the utility owners. The City does not assume any responsibility for the accuracy of the disclosed locations. Contractor shall be responsible for all verifying all utility location by contacting Gopher State One-Call (651.454.0002) prior to beginning the Work. Contractor shall also make such investigations as are necessary to determine the extent to which existing structures may interfere with the Work prior to submitting its Proposal. The sizes, locations and depths of such structures as are shown on the Plans and profiles are only approximate and Contractor shall satisfy itself as to the accuracy of the information given.

Contractor shall not claim or be entitled to receive compensation for any damages sustained by reason of the inaccuracy of the omission of any of the information given on the drawings relative to the surface, overhead or underground structures or by reason of Contractor's failure to properly protect and maintain such structures.

Contractor shall exercise extreme care in crossing, or working adjacent to, all utilities and shall be responsible to protect and maintain their operation during the Work. Contractor shall restore, at its expense, any public structures such as, including but not limited to, water mains, water connections, and appurtenances, sewers, manholes, catch basins, culverts, and sewer connections which are

damaged or injured in any way by Contractor's acts or the acts of its employees, agents or subcontractors.

Contractor shall indemnify and save harmless the City from any suit, claim, demand or expense, including attorneys' fees and costs, brought for or on account of any damage, maintenance, removal, replacement, or relocation of mains, conduits, pipes, poles, wires, cables or other structures of private utility firms or corporations whether underground or overhead, that may be caused or required by Contractor during the Work. However, in cases involving an overhead or underground privately owned utility installed and located in accordance with a permit issued by the City, if, in the opinion of the Engineer, the relocation of said utility is required to facilitate the Work, the City shall provide for such relocation, to the extent allowed under the permit or applicable law.

12. MAINTENANCE OF SERVICE IN EXISTING STRUCTURES

All existing overhead, surface or sub-surface structures, together with all appurtenances and service connections except those otherwise provided for herein, encountered or affected in any way during Work shall be maintained in service at all times unless other arrangements satisfactory to the agencies responsible for such utility are made. The cost of this work shall be included in the price paid under the items applicable thereto and there shall be no separate payment for it.

13. RAILWAY AND HIGHWAY CROSSINGS

Where the Work encroaches upon any right-of-way of any railway, State or County Highway, the City shall make application for the necessary easement or permit for the Work. Where railway tracks or highways are to be crossed, Contractor shall observe all regulations and instructions of the railway company and Highway Department and other applicable federal, state or local regulations as to methods of doing the Work, or precautions for safety of property and the public. Contractor will not be paid compensation for such railway or highway crossing applications or regulations unless otherwise provided for in the Proposal or other Contract Documents.

14. RESPONSIBILITY FOR LABOR, MATERIAL, EQUIPMENT AND DAMAGE CLAIM

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense

is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section or any other obligations of indemnity under the Contract Documents.

In claims against any person or entity indemnified under this Section by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

15. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until acceptance, the Work and all materials shall be under Contractor's charge and care, and Contractor shall take every reasonable precaution against injury or damage to the Work or to any part thereof by the action of the elements or from any other cause whatsoever. Contractor shall rebuild, repair, restore and make good, at Contractor's own expense, all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance.

16. SAFETY PRECAUTIONS AND ACCIDENT PREVENTION

Contractor shall observe and comply with all requirements of the Engineer as to the safety of the workforce to be employed on the Project. Contractor shall also comply with all safety measures recommended or required by any governmental agency, including the Department of Labor and Industry and the Division of Accident Prevention of the Industrial Commission of Minnesota, and with the requirements of the Workmen's Compensation Act and any amendments thereto.

Contractor shall be responsible for all safety issues on the Project. Contractor must, however, comply with all orders from the City for implementing any additional requirements relating to safety concerns.

17. REQUIREMENTS OF CONTRACT BOND

The successful Bidder, at the time of the execution of the Contract, shall furnish, and at all times, maintain a satisfactory and sufficient **PERFORMANCE BOND AND PAYMENT BOND**, each in the full amount of the Contract, as required by law, with Sureties satisfactory to the City. The form of the Contract Bond is that required by Statute. Personal Sureties will not be approved. The Contract Bond shall be acknowledged by both principal and Surety, and the execution thereof witnessed by two witnesses as to each party.

Minnesota Statutes, Chapter 13, requires that the City make all payment and performance bonds available for inspection and copying upon request. All claims on Contractor's Bonds shall be brought in accordance with the requirements of Minnesota Statutes Chapter 574.

18. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Contractor shall purchase and maintain, at Contractor's own cost and expense, insurance of the types and limits of liability, containing endorsements and subject to the terms and conditions described herein and in the Contract Documents, including but not limited to property damage and public liability coverage. The City shall be named as an additional insured under Contractor's policies of insurance.

The policies of insurance shall indemnify the City and all of its officers, agents, consultants and employees, from all property or personal injury claims.

Contractor shall not commence the Work until it has obtained all the insurance described below, provided proof of such coverage to the City, and the City has approved Contractor's insurance. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the Contract.

**Policy Requirements**

- i. Worker's Compensation Insurance:
  - a. Statutory Compensation Coverage:
  - b. Coverage B – Employer's Liability with limits of not less than:
    - 1. \$100,000 Bodily Injury per Disease per Employee
    - 2. \$500,000 Bodily Injury per Disease Aggregate
    - 3. \$100,000 Bodily Injury by Accident
  
- ii. Automobile Liability Insurance:
  - a. Minimum Limits of Liability:
    - 1. \$2,000,000 – Per Occurrence – Bodily Injury and Property Damage Combined Single Limit
  - b. Coverages:
    - Owned Automobile, if any
    - Non-Owned Automobile
    - Hired Automobile
    - City of Golden Valley named as Additional Insured
  
- iii. General Liability Insurance:
  - a. Minimum Limits of Liability:
    - 1. \$2,000,000 – Per Occurrence
    - 2. \$3,000,000 – Annual Aggregate

b. Coverages:

- Bodily Injury
- Property Damage
- Personal Injury
- Blanket Contractual
- City of Golden Valley named as Additional Insured

iv. Professional Liability/Miscellaneous Liability Insurance:

Coverage for negligent acts, errors or omissions arising out of the performance of professional services included in the Contract coverage shall continue for a minimum of five (5) years.

- a. Minimum limit of liability of \$2,000,000 per occurrence
- b. Deductible not to exceed \$5,000 (if in excess, submit certified financial statement)
- c. If Claims-Made, please complete the following:

If prior acts coverage is restricted, advise the retroactive date of coverage:                     .

Contractor's policy(ies) shall be primary and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of this Contract, and shall provide the City with thirty (30) days advance written notice of cancellations, non-renewals or reduction in limits or coverage or other material change.

Contractor is responsible for payment of insurance deductibles. If Contractor is self-insured, a Certification of Self-Insurance must be attached.

Insurance companies must have an "AM Best" rating of A-, class V or better, and be authorized to do business in the State of Minnesota and must be satisfactory to the City.

Each subcontractor shall furnish property damage and public liability insurance that complies with all of the requirements stated, except as to amounts. Subcontractors shall furnish property damage insurance and public liability insurance in amount proportionate to their respective subcontracts, but such amounts shall be satisfactory to the Engineer.

19. WORKMEN'S COMPENSATION INSURANCE

Contractor shall furnish Workmen's Compensation Insurance for its employees, and must comply with all Workmen's Compensation Laws for the state of Minnesota. The insurance company or companies, or the manner in which the compensation insurance is carried, must be satisfactory to the City and to the Minnesota Industrial Commission. The cost of Workmen's Compensation

Insurance shall be included in all lump sum and unit cost items under this Contract.

21. COMPLIANCE WITH EXISTING CONTRACTS BETWEEN THE CITY OF GOLDEN VALLEY AND OTHERS

Contractor shall familiarize itself with all terms and provisions of contracts between the City of Golden Valley and the City of Minneapolis in regards to wholesale purchase of potable water; and with the Cities of Crystal and New Hope for the storage distribution of potable water as may apply. Contractor shall similarly familiarize itself with other contracts between the City of Golden Valley and other municipalities, firms, corporations, or individuals relating in any manner whatsoever to the subject matter of this Contract and shall conform to all of the requirements of said contracts and shall do nothing which shall violate any of the provisions or conditions imposed upon the City.

**SECTION VII - PROSECUTION AND PROGRESS**

1. SUBLETTING OR ASSIGNMENT OF CONTRACT

Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the Work, or of Contractor's right, title or interest therein, to any person, firm or corporation without the written consent of the City and Contractor's Surety, and such consent shall not relieve Contractor in any way of full responsibility for the performance of this Contract.

Contractor shall include a list of subcontractors with the Proposal. The City reserves the right to reject any or all of the subcontractors.

2. PROSECUTION OF WORK

All dealings of the City will be with Contractor. No Work shall be started until the Contract has been executed and written notice to proceed has been given to Contractor.

Definite notice of intention to start the Work shall be given to the City at least five (5) days in advance of beginning the Work. Such starting time shall be within ten (10) calendar days after the date of receipt by Contractor of written notice to proceed. The official starting time shall be taken as the date on which Contractor is notified in writing by the Engineer that Contractor has fulfilled all preliminary requirements of the City. The official Contract Time shall be in accordance with the Special Conditions. Should the prosecution of the Work be discontinued temporarily by Contractor for any reason, Contractor shall notify the Engineer at least twenty-four (24) hours before again resuming operations and shall not resume operations until it receives written approval from the Engineer.

Unless otherwise provided for elsewhere in these Specifications, Contractor shall notify the City of the location at which Contractor intends to begin operations. The Engineer shall have the right to change the point of beginning or the points of operation of Contractor's work force.

The Work shall be prosecuted in such manner as to ensure its completion within the Contract Time. In case of failure to prosecute the Work in such a manner as to ensure its completion within the Contract Time, the Engineer shall have the right to require Contractor to place in operation such additional force and equipment as are deemed necessary by the Engineer.

3. LIMITATIONS OF OPERATIONS

In case of a dispute arising between two or more Contractors engaged on the same work as to the respective rights or each under these Specifications, the Engineer shall determine the matters at issue and shall define the respective rights of the various interests involved in order to secure the completion of all parts of the Work in harmony and with satisfactory results. Any such decisions by the Engineer shall be final and binding on all parties and shall not in any way give rise to or provide a basis for a claim for extra compensation by any of the parties.

4. CHARACTER OF WORKMEN AND EQUIPMENT

Contractor shall employ such superintendents, foremen and workmen as are careful and competent, and the Engineer may demand in writing the dismissal of any person or persons employed by Contractor in, about or upon the Work, who engages in misconduct, or who is incompetent or negligent or refuses to comply with the direction given. Any such person or persons shall not be employed again at the Project without the written consent of the Engineer. Should Contractor continue to employ such person or persons at the Project, the City may withhold all payments which are or may become due, or the Engineer may suspend the Work until the offending persons are dismissed. Contractor shall not employ any minors, as defined by the Minnesota Workmen's Compensation Act, on the Project.

Contractor shall keep on the Project, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The Superintendent shall meet all requirements contained in the Contract Documents, including but not limited to those enumerated in Section 10 of the Special Conditions, and shall not be changed except with the consent of the Engineer, unless the superintendent proves unsatisfactory to Contractor and ceases to be in Contractor's employ. The superintendent shall represent Contractor in all matters and have the authority to obtain equipment and manpower as needed to complete the Work. All directions given to the superintendent shall be as binding as if they were given to Contractor.

All machinery and equipment owned or controlled by Contractor which is proposed to be used by Contractor on the Work shall be of sufficient size and in such mechanical condition as to meet with the requirements of the Work and to produce a satisfactory quality of work.

When so ordered by the Engineer, in writing, unsatisfactory equipment shall be removed and replaced with equipment which will satisfactorily perform the Work. No change in the machinery and equipment employed on the Project that has the effect of decreasing its capacity shall be made except by written permission of the Engineer.

The measure of the capacity of machinery and equipment shall be its actual performance of the Work. Failure of Contractor to provide adequate equipment may result in the annulment of the Contract as hereinafter provided.

5. CONTRACTOR'S RIGHT TO REQUEST CHANGES

If Contractor discovers, prior to or during construction anything in the Plans or Specifications or in the supplementary directions issued by the Engineer which, in the opinion of Contractor, appears to be faulty engineering or design, Contractor shall immediately advise the Engineer in writing of Contractor's concerns. If no objection is raised by Contractor under the provisions of this paragraph, Contractor waives any right to contest the provisions of the Contract on the basis of faulty engineering or design.

6. TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the Work, wholly or in part, for such a period or periods as the Engineer may deem necessary due to conditions considered unfavorable for the suitable prosecution of the Work, or for such time as is necessary due to failure on the part of Contractor to carry out orders or perform any or all provisions of the Contract. If the Engineer directs Contractor in writing to suspend the Work, Contractor shall store all materials and equipment in such a way as to not obstruct or impede public travel or work on adjacent contracts. Contractor shall not suspend the Work without written authority from the Engineer.

7. SUBSTANTIAL COMPLETION

When Contractor considers that the Work, or a portion thereof which the City agrees to accept separately, is substantially complete, Contractor shall prepare and submit to the Engineer a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents.

Upon receipt of Contractor's list, the Engineer or the Inspector shall inspect the Work to determine whether it is substantially complete. If the inspection discloses any item, whether or not included on Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. In such case, Contractor shall then submit a request for another inspection by the Engineer to determine Substantial Completion.

When the Work or designated portion thereof is substantially complete as determined by the Engineer, the Engineer shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the City and Contractor for security, maintenance, damage to the Work and insurance; and fix the time within which Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

The Certificate of Substantial Completion shall be submitted to the City and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the City shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

8. DETERMINATION AND EXTENSION OF CONTRACT TIME FOR COMPLETION

Contractor shall perform fully, entirely, and in an acceptable manner, the Work contracted for within the time stated in the Contract.

If Contractor finds that it will be impossible to complete the Work on or before the Contract Time, Contractor shall request an extension of the Contract Time as set forth in Section 4 of the Special Conditions.

In case such extension is not granted, the right to proceed with the Work may be considered as forfeited as of the Contract Time, including all agreed upon adjustments, and the City, without violating the Contract, may proceed immediately to take over the Work, materials and equipment and make final settlement of costs incurred as provided for in Paragraph 7 below, except that it shall not be necessary to give Contractor written ten (10) days' notice for such forfeiture.

9. FAILURE TO COMPLETE WORK ON TIME

Should Contractor fail to complete the Work on or before the Contract Time, taking into consideration all agreed upon extensions, the City may permit Contractor to

proceed and in such case Contractor shall not be entitled to the Incentive Pay and there shall be deducted from any monies due or that may become due Contractor the amount agreed upon as liquidated damages under section 4 the Special Conditions of the Agreement. Liquidated damages shall continue to accrue until the unfinished Work is completed whether Contractor finishes the Work or the Work is finished by an alternate contractor.

Permitting Contractor to continue and finish the Work or any part of it after the Contract Time, or after the date to which the Contract Time may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights. Neither by the taking over of the Work by the City, nor by the annulment of the Contract, shall the City forfeit the right to recover liquidated damages from Contractor or Contractor's Surety for failure to complete the Contract.

#### 10. RIGHT OF THE CITY TO DECLARE CONTRACTOR IN DEFAULT

In addition to those instances specifically referred to in the Contract Documents, the City shall have the right to declare Contractor in default of the whole or any part of the Work if:

- 1) Contractor becomes insolvent;
- 2) Contractor makes an assignment for the benefit of creditors pursuant to the Statutes of the State of Minnesota;
- 3) A voluntary or involuntary petition in bankruptcy be filed by or against Contractor;
- 4) Contractor fails to commence work when notified to do so by the Engineer;
- 5) Contractor shall abandon the Work;
- 6) Contractor shall refuse to proceed with the Work when and as directed by the Engineer;
- 7) Contractor shall, without just cause, reduce its working force to a number which, if maintained would be insufficient, in the opinion of the Engineer, to complete the Work in accordance with the approved progress schedule, and shall fail or refuse to sufficiently increase such working force when ordered to do so by the Engineer;
- 8) Contractor shall sublet, assign, transfer, convey or otherwise dispose of this Contract other than as herein specified;
- 9) A receiver or receivers are appointed to take charge of Contractor's property or affairs;
- 10) The Engineer shall be of the opinion that Contractor is or has been knowingly, willfully or in bad faith, violating any of the provisions of this Contract;
- 11) The Engineer shall be of the opinion that Contractor is or has been unnecessarily, unreasonable or willfully delaying the performance and completion of the Work, or the award of a necessary subcontract or the placing of necessary material or equipment orders;
- 12) The Engineer shall be of the opinion that the Work cannot be completed within the Contract Time, taking into consideration all agreed upon amendments to the Contract Time; provided, however, that the impossibility

- of timely completion is, in the Engineer's opinion, attributable to conditions within Contractor's control;
- 13) The Engineer shall be of the opinion that Contractor is not or has not been executing the Contract in good faith and in accordance with its terms; or
  - 14) The Work is not completed within t within the Contract Time, taking into consideration all agreed upon amendments to the Contract Time.

Before the City shall exercise its right to declare Contractor in default by reason of the conditions set forth in items numbered 1, 4-7, 10-13, or 14, it shall give Contractor an opportunity to be heard, on two days' notice, at which hearing Contractor may have a stenographer present; provided, however, that a copy of such stenographic notes, if any, shall be furnished to the City.

The right to declare in default for any of the grounds specified or referred to above shall be exercised by sending Contractor a notice, signed by the Engineer, setting forth the grounds upon which such default is declared. Upon receipt of such notice, Contractor shall immediately discontinue all further operations under this Contract and shall immediately quit the site, leaving untouched all plant, materials, equipment, tools and supplies then on the site.

#### 11. COMPLETION OF THE WORK AFTER DEFAULT

The City, after declaring Contractor in default, may then have the Work completed by such means and in such manner, by contract with or without public letting or otherwise, as it may deem advisable, utilizing for such purpose such of Contractor's plant, materials, equipment, tools, and supplies remaining on the site, and also such subcontractors as it may deem advisable.

After such completion, the Engineer shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the Specifications) from the date when the Work should have been completed by Contractor in accordance with the Contract Documents to the date of actual completion of the Work. Such certificate shall be binding and conclusive upon Contractor in accordance with the terms hereof to the date of actual completion of the Work. Such certificate shall be binding and conclusive upon Contractor, Contractor's Sureties, and any person claiming under Contractor, as to the amount thereof.

The expense of such completion, as so certified by the Engineer shall be charged against and deducted out of such monies as would have been payable to Contractor if it had completed the Work; the balance of such monies, if any, subject to the other provisions of this Contract, to be paid to Contractor without interest after such completion. Should the expense of such completion exceed the total sum which would have been payable under this Contract if the same had been completed by Contractor, any such excess shall be paid by Contractor to the City upon demand. If Contractor fails to pay the City promptly for such

excess costs, the City may at its discretion submit a claim to Contractor's Surety for such reimbursements.

12. PARTIAL DEFAULT

In case the City shall declare Contractor in default as to a part of the Work only, Contractor shall discontinue such part, shall continue performing the remainder of the Work in strict conformity with the terms of the Contract, and shall in no way hinder or interfere with any other contractors or persons whom the City may engage to complete the Work as to which Contractor was declared in default.

The provisions of the clauses herein relating to declaring Contractor in default as to the entire Work shall be equally applicable to a declaration of partial default, except that the City shall be entitled to utilize for completion of the Work as to which Contractor was declared in default only such plant, materials, equipment, tools and supplies as had been previously used by Contractor on such part.

13. TERMINATION OF CONTRACTOR'S RESPONSIBILITY

Except as otherwise provided for in these Specifications and in Contractor's bond, Contractor's responsibility for all Work and materials under this Contract shall continue until the expiration date of the warranty. The warranty shall commence on the date of Final Completion of the Work.

**SECTION VIII - MEASUREMENT AND PAYMENT**

1. MEASUREMENT OF QUANTITIES

Measurement of all Work acceptably completed will be made in accordance with the system in which the Contract is let, either U.S. Standard or International System (metric). Such measurements will be used as a basis for the computation of the quantities of Work performed. Quantities designated to be measured by linear units will be taken horizontally. Where Work is to be paid for by units of length, area, volume or mass, only the net amount of Work actually performed, as it shall appear in the finished Work and measured as hereinafter specified shall be paid for, local customs to the contrary notwithstanding. Calculation of area quantities where the computation of the areas by geometric methods would be comparatively laborious, it is stipulated and agreed that the City's computer aided drafting system shall be used as the method of measurement.

2. SCOPE OF PAYMENT

Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools, equipment, royalties, fees, insurance, permits, bonds, etc., and for performing all Work contemplated and embraced under the Contract, also for all loss or damage arising out of the nature of the Work, or from the action of the elements, the expiration of the

warranty to the City, and for all risks connected with the prosecution of the Work, also for all expenses incurred by, or in consequence of the suspension or discontinuance of said prosecution of the Work as herein specified, and for completing all of the Work embraced in the Contract.

3. WORK COVERED BY CONTRACT PRICE

Contractor shall, under Contractor's contract unit prices, furnish and pay for, all material and incidental work, furnish all accessories, and do everything which may be necessary to carry out the Contract in good faith, which contemplates everything completed, in good working order, of good material, with good and accurate workmanship.

4. BASIS OF PAYMENT

Where Work is to be paid by linear, area, volume, mass, or by each individual units Contractor's cost for all materials, labor, tools and equipment required to complete the Work, notwithstanding that while the Work may not be fully shown on the drawings, it may be described in the Specifications and vice-versa.

5. PAYMENTS FOR INCREASED OR DECREASED QUANTITIES

Whenever the quantity of any item of Work as given in the Proposal shall be increased or decreased, payment for such item of Work will be made on the basis of the actual quantity completed at the unit price for such item named in the Proposal, except as otherwise provided in Section III - Paragraph 2 of these General Conditions, and in the detail Specifications for each class of Work.

6. PAYMENT FOR SURPLUS MATERIALS

Payment for materials that have been ordered in furtherance of the Work, but that are not to be used because (1) of cancellation of the Contract or a portion thereof; (2) of an order to terminate the Work before completion of the entire unit; or (3) the quantity ordered by the Engineer was in excess of the quantity needed, will be made in accordance with this section, unless Contractor or one of Contractor's suppliers elects to take possession of the surplus material without expense to the City.

Payment for surplus materials that have been purchased and shipped or delivered to the Project will be made at the Contract bid price when the pay item covers the furnishing and delivering of the material only.

When the Contract bid price covers the furnishing and placing of the material, the City will take possession of the surplus materials that have been purchased and shipped or delivered to the Project, or will order the material returned to the supplier for credit and will pay the Contractor the actual purchase price of the material plus transportation costs, to which will be added fifteen percent (15%) of

the total thereof, and from which will be deducted any credits received by the Contractor for materials returned.

Materials that have been ordered but have not been consigned for shipment shall be paid for upon delivery the same as materials in transit or delivered only when the supplier is unwilling to cancel or modify the order such as in the case of materials requiring special manufacture, fabrication, or processing so as to be unsuitable for general use.

In no case shall payment for surplus materials exceed the Contract Price for the materials complete in place. Contractor shall furnish invoices or an affidavit showing the purchase price and transportation charges on materials to be taken over by the City.

Surplus materials that are taken over by the City shall be delivered to the storage sites designated by the Engineer.

Except as above provided, no payment shall be made to Contractor for any materials that are not incorporated in the Work. Materials shall be ordered in the quantities needed unless a specific quantity is to be furnished by direct order of the Engineer.

## 7. CLAIMS AND PROTESTS

### i. General

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the City and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section does not require the City to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

### ii. Time Limit on Claims

The City and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of this Section and within the period specified by applicable law, but in any case not more than one year after the date of Substantial Completion of the Work. The City and Contractor waive all Claims and causes of action not commenced in accordance with this Section.

### iii. Notice of Claims

Claims by either the City or Contractor shall be initiated by notice to the other party and shall be initiated within ten (10) days after occurrence of the event giving rise to such Claim or within ten (10) days after the claimant first

recognizes, or reasonably should have recognized, the condition giving rise to the Claim, whichever is later. Any Claim not made within ten (10) days shall be deemed waived.

- iv. Continuing Contract Performance  
Pending final resolution of a Claim, except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract and the City shall continue to make payments in accordance with the Contract Documents. The Contract Price and Contract Time shall be adjusted in accordance with the resolution of the Claim, subject to the right of either party to proceed in accordance with this section.
- v. Claims for Additional Cost  
If Contractor wishes to make a Claim for an increase in the Contract Price, notice as provided in Subsection 1C above shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property.
- vi. Claims for Additional Time  
If Contractor wishes to make a Claim for an extension of the Contract Time, Contractor shall request an extension as set forth in Section 4 of the Special Conditions.
- vii. Mediation  
Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in the Contract Documents, shall be subject to mediation as a condition precedent to commencement of litigation. The parties shall endeavor to resolve their Claims by mediation which shall be administered by a mediator mutually agreed upon by the parties.

A request for mediation shall be made in writing, delivered to the other party to the Contract and shall be completed within ninety (90) days from the date the request for mediation was delivered to the other party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Hennepin County, Minnesota, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

## 8. PAYMENT FOR UNCLASSIFIED AND FORCE ACCOUNT WORK

Unclassified Work authorized by the Engineer, will be paid for at a unit price, lump sum or on a Force Account basis. All Force Account Work shall be paid for in the following manner:

- i. For all labor and foremen in the direct charge of the specific Work, Contractor will receive the actual wages paid for each and every hour that

said labor and foreman are actually engaged in such Work, plus the cost of bond, insurance and taxes, to which cost shall be added twenty (20) percent of the sum thereof. No charge shall be made by Contractor for organization or overhead expense.

- ii. For all materials used, Contractor will receive the actual cost of such materials including freight charges as shown by original receipted bills, to which cost shall be added ten (10) percent of the sum thereof. Where materials are specifically purchased for use on Unclassified Work but are taken from Contractor's stock, Contractor shall submit an affidavit of the quantity, price and freight on such materials in lieu of original bills and invoices. This affidavit shall be approved by the Engineer.
- iii. For any machinery, trucks or equipment, including fuel and lubricants, which it may be deemed necessary or desirable to use, Contractor will receive a reasonable rental price, to be agreed upon in writing before such Work is begun, for each and every hour that said machinery, trucks and equipment are in use on such Work, and to which sum no percentage will be added. Such rental price shall not exceed the rates established by the A.G.C. for this district.

The compensation as herein provided shall be received by Contractor as payment in full for Unclassified Work done by Force Account and said twenty (20) percent for labor and said ten (10) percent for materials shall be agreed to cover profit, superintendence, general expense, overhead, and the use of small tools and equipment for which no rental is allowed.

Contractor or Contractor's representative and the Engineer or the Engineer's representative shall compare records of Force Account Work at the end of each day. Copies of these records shall be made in triplicate on Force Account forms, provided for this purpose by the Engineer and signed by both parties. To all such claims for Force Account Work, Contractor shall attach receipted bills for, or affidavit of, materials used and freight receipts covering freight on such materials used, and said claims shall be presented to the Engineer for payment not later than the twentieth (20th) day of the month following that in which the Work was actually performed and shall include all labor charges and material charges insofar as they can be verified.

Should Contractor refuse or fail to prosecute such Unclassified Work as directed, or to submit this claim as required, the City may withhold payment of all current estimates until Contractor's refusal or failure is eliminated, or, after giving Contractor due notice, the City may make payment for said Work on a basis of a reasonable estimate of the value of the Work performed.

## 9. PARTIAL PAYMENTS AND RETAINAGE

Unless payments are withheld by the City for reasons herein before stated, payment will be made at least once a month on a basis of ninety-five (95) percent

of the Work done, provided that the Work is progressing to the satisfaction of the Engineer; provided further, however, that when ninety-five (95) percent or more of the Work is completed, the City, in its sole discretion, may determine that something less than five (5) percent need be retained to protect the City's interest in satisfactory completion of the Contract.

Monthly estimates may include the value of acceptable materials required for the Work, which have been delivered to the Project, and for which acceptable provisions have been made for the preservation and storage. From the total value of the materials so reported, five (5) percent shall be retained. Such material, when so paid for by the City, shall become the property of the City and in the event of default on the part of Contractor, the City may use or cause to be used such materials in the construction of the Work provided for in the Contract. The amount thus paid by the City for materials shall go to reduce estimates due Contractor as the materials are used in the Work.

Minnesota Statutes, Sections 337.10, subd. 3 and 471.425, subd. 4a, requires that Contractor pay any subcontractors within ten (10) days after receipt of payment from the City for undisputed services provided by the subcontractor. Contractor shall provide proof to the City of payment to subcontractors in the form of check copies or receipts. If Contractor fails to make payments to subcontractors for undisputed Work, Contractor shall pay interest of one and one-half percent (1-1/2%) per month of any amounts not paid on time to subcontractors, with a minimum monthly interest penalty payment of ten dollars (\$10).

No release of any retained percentage will be made without the written approval of the Surety or Sureties, which approval shall be obtained by Contractor. Any such release may be optional with the City.

## 10. FINAL PAYMENT

Upon receipt of Contractor's notice that the Work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection as provided in section IV(10) of these General Conditions. When the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will prepare a final estimate containing complete quantities of each and every item of Work performed by Contractor, and the value thereof (the "Final Pay Estimate"). Upon acceptance of the Final Pay Estimate by Contractor, the Engineer will (i) issue a Certificate of Final Completion; (ii) forward the Certificate of Final Completion and Final Pay Estimate to the City Finance Director for payment; and (iii) notify Contractor and Contractor's Surety or Sureties of the acceptance of the Work.

The date of Final Completion of the Contract shall be the date on the Certificate of Final Completion and the action of the City by which Contractor is bound and the Contract concluded shall be evidenced by the Certificate of Final Completion and

Final Payment. All prior certificates or estimates upon which payments may have been made are merely partial estimates and subject to correction in the final payment.

11. CERTIFICATE OF COMPLIANCE OF MINNESOTA WITHHOLDING TAX

Final payment will not be made until Contractor shall have filed with the City evidence, in the form of an affidavit, lien waiver or such other evidence as may be required, that all claims against Contractor by reason of the Contract have been fully paid or satisfactorily secured. In case such evidence is not furnished, the City may retain out of any amount due said Contractor sums sufficient to cover all lienable claims unpaid.

Before final payment is made for the Work on this project, Contractor must make a satisfactory showing that it has complied with the provisions of Minnesota Statutes Section 290.92 requiring the withholding of State Income Tax for wages paid employees on this project. Receipt by the City Engineer of a Certificate of Compliance from the Commissioner of Taxation will satisfy this requirement. Contractor is advised that before such Certificate can be issued, Contractor must first place on file with the Commissioner of Taxation an affidavit, in the form of an IC-134, that Contractor has complied with the provisions of Minnesota Statutes Section 290.92.

**SECTION IX – MISCELLANEOUS PROVISIONS**

1. NONDISCRIMINATION.

Contractor agrees:

- a. That it shall not, in the hiring of labor or employees for the performance of any work under this Agreement, by reason of any race, creed, color, national origin, sex, gender identity, sexual orientation, or disability discriminate against any person who is qualified and available to perform the Work;
- b. That it shall not, in any manner, discriminate against, intimidate or prevent the employment of any person identified in clause (a) of this section, or on being hired, prevent or conspire to prevent, the person from the performance of any work under this Agreement on account of the persons race, creed, color, national origin, sex, gender identity, sexual orientation, or disability; and
- c. That it shall not intentionally refuse to do business with, refuse to contract with, or discriminate in the terms, conditions, or performance of any agreement related to the Work to be performed under this Agreement because of a person's race, creed, color, national origin, sex, gender identity, sexual orientation, or disability, unless the alleged refusal is because of a legitimate business purpose.

2. GOVERNMENT DATA.

Contractor acknowledges that, to the extent this Agreement requires Contractor to perform a government function, all of the data created, collected, received, stored, used, maintained or disseminated by Contractor in performing government functions is subject to the requirements of the Minnesota Government Data Practices Act (Minn. Stat. § 13.01 *et. seq.* the “MGDPA”), except to the extent the data is privileged pursuant to an exception to or exclusion from the MGDPA, and that Contractor must comply with the MGDPA as if Contractor were a government entity, including the remedies in Minn. Stat. §13.08, subject to any other appropriate exception to or exclusion from the MGDPA. Contractor agrees to promptly notify the City of any request for data that Contractor receives related to this Agreement.

3. VENUE AND FORUM.

This Agreement shall be interpreted in accordance with Minnesota law and any suit or litigation between the parties arising out of this Agreement shall be filed, tried and litigated only in Hennepin County District Court in the state of Minnesota.

4. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, including electronically. Each counterpart constitutes an original and all counterparts collectively constitute one and the same instrument. The signatures of the parties need not appear on the same counterpart.

5. ELECTRONIC SIGNATURES.

Except as otherwise stated herein, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all related matters. All scanned and electronic signatures shall have the same legal effect as original signatures. This Agreement, any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes Chapter 325L. Any document accepted, executed or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

6. NOTICES.

Any notices or communications required or permitted by this Agreement must be (i) given in writing; and (ii) personally delivered, mailed, by prepaid certified mail, or transmitted by facsimile or electronic mail transmission (including email or PDF), to the intended party at the mailing address or email address of such party as follows:

To City:

To Contractor:

City of Golden Valley  
Attn: Jeff Oliver  
7800 Golden Valley Road  
Golden Valley, MN 55427  
joliver@goldenvalleymn.gov

20. SEVERABILITY

If any term or provision of the Contract Documents shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

21. NO WAIVER OF LEGAL RIGHTS

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the City, or Engineer shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.



# EXECUTIVE SUMMARY

## Physical Development

763-593-8030 / 763-593-8109 (fax)

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### Golden Valley City Council Meeting April 7, 2020

#### Agenda Item

6. A. 2. Award the Construction Observation and Engineering Services Agreement for the 2020 Pavement Management Program

#### Prepared By

Jeff Oliver, P.E. City Engineer

R.J. Kakach, P.E., Assistant City Engineer

#### Summary

Staff has received a proposal from the consulting engineering firm of Short Elliott Hendrickson, Inc. (SEH), dated February 26, 2020, for construction staking and engineering services for the 2020 PMP. The construction staking includes all survey work during construction, record drawing survey, and drawing preparation following construction. Construction observation for this project will be performed by both City and SEH staff. The City will be invoiced for actual labor and reimbursable expenses incurred by SEH to complete the work at an estimated cost of \$220,200.

Design services for the PMP were also provided by SEH with a contract total not to exceed \$388,100, which was approved at the November 19, 2019, City Council meeting. The design service contract is also financed from the street reconstruction portion of the project.

#### Financial Or Budget Considerations

The financing for the SEH Construction Services contract is funded from the 2020 CIP as follows:

Street CIP (S-001) \$3,350,000	\$136,524
Storm Sewer CIP (SS-01) \$750,00	\$ 28,626
Sanitary Sewer CIP (W&SS-01) \$1,200,000	\$ 55,050

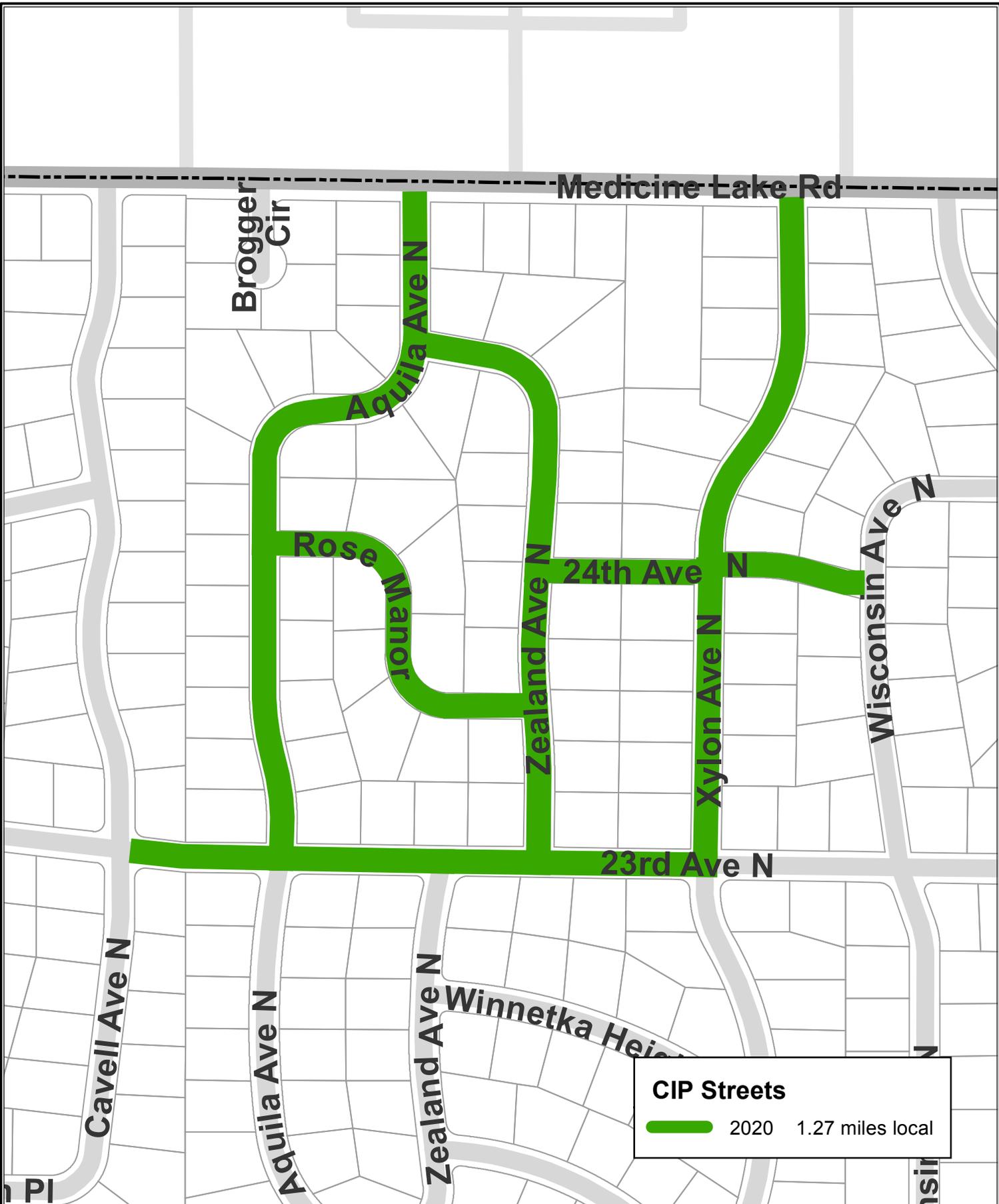
It is expected that construction will begin as weather permits in April 2020 and be completed in the fall.

#### Recommended Actions

Motion to authorize the Mayor and City Manager to execute an agreement for the 2020 Pavement Management Program with Short Elliott Hendrickson, Inc. in the form approved by the City Attorney for the construction observation and engineering services of the 2020 Pavement Management Project City Project No 20-01 in an amount not to exceed \$220,200.

#### Supporting Documents

- Location map (1 page)
- Professional Services Agreement with Short Elliott Hendrickson, Inc. (15 pages)



**CIP Streets**

 2020 1.27 miles local

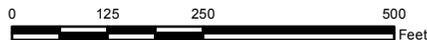


# 2020 PMP

Print Date: 10/22/2019

Sources:

- Hennepin County Surveyors Office for Property Lines (2019) & Aerial Photography (2018).
- City of Golden Valley for all other layers.



**PROFESSIONAL SERVICES AGREEMENT  
CONSTRUCTION SERVICES FOR THE  
2020 PAVEMENT MANAGEMENT PROGRAM**

THIS AGREEMENT is made this April 7, 2020 (“Effective Date”) by and between Short Elliott Hendrickson, Incorporated a Minnesota corporation with its principal office at 3535 Vadnais Center Drive, St. Paul, MN 55110-5196 (“Consultant”), and the City of Golden Valley, Minnesota, a Minnesota municipal corporation located at 7800 Golden Valley Road, Golden Valley, MN 55427 (the “City”):

**RECITALS**

- A. Consultant is engaged in the business of providing professional engineering consulting services.
- B. The City desires to hire Consultant to provide Construction Services for the 2020 Pavement Management Project.
- C. Consultant represents that it has the professional expertise and capabilities to provide the City with the requested professional services.
- D. The City desires to engage Consultant to provide the services described in this Agreement and Consultant is willing to provide such services on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Agreement, the City and Consultant agree as follows:

**AGREEMENT**

1. **Services.** Consultant agrees to provide the City with professional consulting services as described in the attached **Exhibit A** (the “Services”) at the locations depicted in the attached **Exhibit B. Exhibits A and B** shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services. Consultant may reasonably rely on information and documents provided by or through the City.
2. **Time for Completion.** The Services shall be completed on or before December 31, 2020, provided that the parties may extend the stated deadline upon mutual written agreement. This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of the project, unless terminated by the City or amended pursuant to the Agreement.
3. **Consideration.** The City shall pay Consultant for the Services on an hourly basis and for necessary out-of-pocket expenses at the rates set forth in Consultant’s fee schedule, attached hereto as **Exhibit C**. Consultant’s total compensation for the Services, including hourly fees and expenses, shall not exceed \$220,200. The consideration shall be for both the Services performed by Consultant and any and all expenses incurred by Consultant in performing the Services. The City shall make progress payments to Consultant on a monthly basis. Consultant shall submit statements to the City containing a detailed list of project labor and hours, rates, titles, and amounts undertaken by Consultant during the relevant billing period. The City shall pay Consultant within thirty (30) days after Consultant’s statements are submitted.

4. **Approvals.** Consultant shall secure the City's written approval before making any expenditures, purchases, or commitments on the City's behalf beyond those listed in the Services. The City's approval may be provided via electronic mail.

5. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:

- a. The parties, by mutual written agreement, may terminate this Agreement at anytime;
- b. Consultant may terminate this Agreement in the event of a breach of the Agreement by the City upon providing thirty (30) days' written notice to the City;
- c. The City may terminate this Agreement at any time at its option, for any reason or no reason at all; or
- d. The City may terminate this Agreement immediately upon Consultant's failure to have in force any insurance required by this Agreement.

In the event of a termination, the City shall pay Consultant for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.

7. **Amendments.** No amendments may be made to this Agreement except in a writing signed by both parties.

8. **Remedies.** In the event of a termination of this Agreement by the City because of a breach by Consultant, the City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof. These remedies provided to the City for breach of this Agreement by Consultant shall not be exclusive. The City shall be entitled to exercise any one or more other legal or equitable remedies available because of Consultant's breach.

9. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, Consultant agrees that the books, records, documents, and accounting procedures and practices of Consultant, that are relevant to this Agreement or transaction, are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. Consultant shall maintain such records for a minimum of six years after final payment. The parties agree that this obligation will survive the completion or termination of this Agreement.

10. **Indemnification.** To the fullest extent permitted by law, Consultant, and Consultant's successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; and costs, disbursements, and expenses of defending the same, including but not limited to reasonable attorneys' fees, professional services, and other technical, administrative or professional assistance to the extent resulting from Consultant's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) negligent performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct by Consultant, or arising out of Consultant's failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation of liability to which the City is entitled. The parties agree that these indemnification obligations shall survive the completion or termination of this Agreement.

11. **Insurance.** Contractor shall maintain reasonable insurance coverage throughout this Agreement. Contractor agrees that before any work related to the approved project can be performed, Contractor shall maintain at a minimum:

*A. Workers' Compensation and Employers' Liability*

- |                |                                   |
|----------------|-----------------------------------|
| 1. Coverage A: | Per state statute                 |
| 2. Coverage B: | \$500,000 each accident           |
|                | \$500,000 Disease – policy limit  |
|                | \$500,000 Disease – each employee |

*B. Commercial General Liability*

- |                  |   |
|------------------|---|
| 1. \$200,000,000 | General Aggregate                       |
| 2. \$2,000,000   | Products—Completed Operations Aggregate |
| 3. \$1,000,000   | Each Occurrence                         |
| 4. \$1,000,000   | Personal Injury                         |

*C. Commercial Automobile Liability*

- |   |
|---|
| 1. \$1,000,000 Combined single limit bodily injury and property damage. The Commercial Automobile Liability shall provide coverage for the following automobiles: |
| i. All owned automobiles  |
| ii. All non-owned automobiles   |
| iii. All hired automobiles  |

*D. Umbrella Liability*

- |                 |                  |
|-----------------|------------------|
| 1. \$10,000,000 | Each claim       |
| 2. \$10,000,000 | Annual aggregate |

The umbrella liability shall provide excess limits for the commercial general liability policies.

*E. Professional and Pollution Incident Liability*

Professional liability insurance including pollution incident liability coverage with limits of not less than:

- |                                 |
|---------------------------------|
| 1. \$5,000,000 per claim        |
| 2. \$5,000,000 annual aggregate |

Contractor shall provide the City with a current certificate of insurance including the following language: "The City of Golden Valley is named as an additional insured with respect to the commercial general liability, business automobile liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages." Such certificate of liability insurance shall list the City as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless 30 days' written notice is provided to the City, or 10 days' written notice in the case of non-payment.

12. **Assignment.** Neither the City nor Consultant shall assign or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the prior written consent of the other except to the extent that the effect of this limitation may be restricted by law. Any assignment in violation of this provision is null and void. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of the Services required by this Agreement. Any instrument in violation of this provision is null and void.

13. **Independent Contractor.** Consultant is an independent contractor. Consultant's duties shall be performed with the understanding that Consultant has special expertise as to the services which Consultant is to perform and is customarily engaged in the independent performance of the same or similar services for others. Consultant shall provide or contract for all required equipment and personnel. Consultant shall control the manner in which the services are performed; however, the nature of the Services and the results to be achieved shall be specified by the City. The parties agree that this is not a joint venture and the parties are not co-partners. Consultant is not an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided in this Agreement. All services provided by Consultant pursuant to this Agreement shall be provided by Consultant as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

14. **Compliance with Laws.** Consultant shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Consultant agrees to provide the Services. Consultant's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the City's policies prohibiting sexual harassment and tobacco, drug, and alcohol use as defined on the City's Tobacco, Drug, and Alcohol Policy, as well as all other reasonable work rules, safety rules, or policies, and procedures regulating the conduct of persons on City property, at all times while performing duties pursuant to this Agreement. Consultant agrees and understands that a violation of any of these policies, procedures, or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

15. **Entire Agreement.** This Agreement, any attached exhibits, and any addenda signed by the parties shall constitute the entire agreement between the City and Consultant, and supersedes any other written or oral agreements between the City and Consultant. This Agreement may only be modified in a writing signed by the City and Consultant. If there is any conflict between the terms of this Agreement and the referenced or attached items, the terms of this Agreement shall prevail. If there is any conflict between this Agreement and Exhibits A, B, or C the terms of this Agreement shall prevail.

16. **Third Party Rights.** The parties to this Agreement do not intend to confer any rights under this Agreement on any third party.

17. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be mediated with a mutually acceptable third-party neutral within 90 days of either party giving notice to the other of a dispute, controversy or claim. If such mediation is unsuccessful, the dispute, controversy, or claim shall be heard in the state or federal courts of Hennepin County, Minnesota, and all

parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

18. **Conflict of Interest.** Consultant shall use reasonable care to avoid conflicts of interest and appearances of impropriety in its representation of the City. In the event of a conflict of interest, Consultant shall advise the City and either secure a waiver of the conflict, or advise the City that it will be unable to provide the requested Services.

19. **Work Products and Ownership of Documents.** All records, information, materials, and work product, including, but not limited to the completed reports, data collected from or created by the City or the City's employees or agents, raw market data, survey data, market analysis data, and any other data, work product, or reports prepared or developed in connection with the provision of the Services pursuant to this Agreement shall become the property of the City, but Consultant may retain reproductions of such records, information, materials and work product. Regardless of when such information was provided or created, Consultant agrees that it will not disclose for any purpose any information Consultant has obtained arising out of or related to this Agreement, except as authorized by the City or as required by law. Notwithstanding the foregoing, nothing in this Agreement shall grant or transfer any rights, title or interests in any intellectual property created by Consultant prior to the effective date of this Agreement; however, to the extent Consultant generates reports or recommendations for the City using proprietary processes or formulas, Consultant shall provide the City (1) factual support for such reports and recommendations; (2) a detailed explanation of the method used and data relied upon to arrive at the recommendation; and (3) a detailed explanation of the rationale behind the methodology used. All of the obligations in this paragraph shall survive the completion or termination of this Agreement. Any reuse of the records, information, materials, or work product without written verification or adaptation by Consultant will be at the City's sole risk and without liability or legal exposure to Consultant.

20. **Agreement Not Exclusive.** The City retains the right to hire other professional service providers for this or other matters, in the City's sole discretion.

21. **Data Practices Act Compliance.** Any and all data provided to Consultant, received from Consultant, created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Consultant agrees to notify the City within three business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Consultant to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement. These obligations shall survive the termination or completion of this Agreement.

22. **No Discrimination.** Consultant agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Consultant agrees to comply with Americans with Disabilities Act as amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, reasonable attorneys' fees and staff time, in any action or proceeding brought alleging a violation of these laws by Consultant or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Consultant shall provide accommodation to allow individuals with disabilities to participate in all Services

under this Agreement. Consultant agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

23. **Authorized Agents.** The City's authorized agent for purposes of administration of this contract is Jeff Oliver, City Engineer, or designee. Consultant's authorized agent for purposes of administration of this contract is Susan Mason, PE, or designee who shall perform or supervise the performance of all Services.

24. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

**CONSULTANT**

Short Elliott Hendrickson, Inc.  
Sue Mason  
3535 Vadnais Center Drive  
St. Paul, MN 55110-5196  
smason@sehinc.com

**THE CITY**

City of Golden Valley  
Jeff Oliver  
7800 Golden Valley Road  
Golden Valley, MN 55437  
[joliver@goldenvalleymn.gov](mailto:joliver@goldenvalleymn.gov)

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

26. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

27. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.

28. **Payment of Subcontractors.** Consultant agrees that it must pay any subcontractor within 10 days of the Consultant's receipt of payment from the City for undisputed Services provided by the subcontractor. Consultant agrees that it must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Consultant shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Consultant must be awarded its costs and disbursements, including attorneys' fees, incurred in bringing the action.

29. **Publicity.** At the City's request, the City and Consultant shall develop language to use when discussing the Services. Consultant agrees that Consultant shall not release any publicity regarding the Services or the subject matter of this Agreement without prior consent from the City. Consultant shall not use the City's logo or state that the City endorses its services without the City's advanced written approval.

30. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

31. **Signatory.** Each person executing this Agreement (“Signatory”) represents and warrants that they are duly authorized to sign on behalf of their respective organization. In the event Consultant did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Consultant, described in this Agreement, personally.

32. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format (“pdf”) and signatures appearing on electronic mail instruments shall be treated as original signatures.

33. **Recitals.** The City and Consultant agree that the Recitals are true and correct and are fully incorporated into this Agreement.

IN WITNESS WHEREOF, the City and Consultant have caused this Professional Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

SHORT ELLIOTT HENDRICKSON, INC.:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF GOLDEN VALLEY:

By: \_\_\_\_\_  
Shepard M. Harris, Mayor

By: \_\_\_\_\_  
Timothy J. Cruikshank, City Manager

**EXHIBIT A**

**SCOPE OF SERVICES**



Building a Better World  
for All of Us®

February 26, 2020

RE: City of Golden Valley, Minnesota  
2020 PMP Construction Services  
SEH No. P-154331 14.00  
City No. 20-01

Mr. Jeff Oliver  
City Engineer  
City of Golden Valley  
7800 Golden Valley Road  
Golden Valley, MN 55427-4588

Dear Mr. Oliver:

Thank you for the opportunity to assist the City of Golden Valley in providing professional engineering services for the reconstruction of streets in the 2020 Pavement Management Program (PMP). SEH has recently completed final design services and the City is requesting a scope of work that provides construction services. This letter serves as the Supplemental Letter Agreement in accordance with the Agreement for Professional Services between the City of Golden Valley and SEH.

## **BACKGROUND**

The City of Golden Valley proposes to reconstruct approximately 1.3 miles of residential streets in the neighborhood east of the Medley Park neighborhood, located in the northwest part of the City. Streets in the proposed project area are bounded Aquila Avenue North on the west, Xylon Avenue North on the east, 23<sup>rd</sup> Avenue North on the south, and Medicine Lake Road (County Road 70) on the north.

The proposed project includes following streets:

- Aquila Avenue North: 23<sup>rd</sup> Avenue North to Medicine Lake Road
- Zealand Avenue North: 23<sup>rd</sup> Avenue North to Aquila Avenue North
- Xylon Avenue North: 23<sup>rd</sup> Avenue North to Medicine Lake Road
- Rose Manor: Aquila Avenue North to Zealand Avenue North
- 24<sup>th</sup> Avenue North: Zealand Avenue North to Wisconsin Avenue North
- 23<sup>rd</sup> Avenue North: Cavell Avenue North to Xylon Avenue North

The proposed improvements include water main and storm sewer replacement, sanitary sewer repairs, construction of concrete curb and gutter, and street reconstruction.

Construction services for the 2020 PMP include construction staking, providing a Resident Project Representative (RPR), and limited construction observation as described below. We understand the City will be providing overall construction administration on this project.

## **SCOPE OF WORK**

### **Construction Staking**

SEH will provide a survey crew to perform construction staking for the proposed improvements within the proposed project area. Staking tasks for this project will include placement of horizontal control, vertical control, utility staking for private utilities, water main stakes, sanitary sewer manhole stakes, storm sewer stakes, curb and gutter stakes, blue tops after curb is in place, pedestrian ramp stakes, and truck/equipment expenses. All survey coordination for construction staking and observation will be between the survey crew chief and the City.

### **Resident Project Representative**

The on-site representative for Resident Project Representative (RPR) is the Engineer's agent at the site and will act as directed by and under supervision of the Engineer. The RPR shall serve as the liaison with the contractor, working principally through the contractor's superintendent. They will assist in helping the contractor understand the intent of the Contract Documents. The field personnel will review the progress schedule, shop drawings, and required submittals, Schedule of Materials Control and consult with the Engineer concerning acceptability. The RPR will be responsible for maintaining job site files, for correspondence, meeting reports, field orders, and supplemental agreements. They will maintain a daily diary and records pertaining to quantities, and will assist City staff with the applications for payment. The RPR will also keep information pertaining to record plans and will assist City staff with scheduling the survey crew based on staking requests from the contractor's representative.

### **Observation**

SEH will provide observation services including attendance at the pre-construction meeting and weekly construction meetings, and will perform shop drawing reviews for the proposed improvements. The proposed budget also includes minor technical support for geotechnical issues or other specialty items that may arise. Time has also been included in the proposed budget to assist the City with project closeout activities.

### **Record Plans**

SEH will furnish the City with AutoCAD files for the City's use in preparing the record drawings.

## **PROJECT TEAM**

Scott Haupt will be available to answer design related questions and provide coordination with field staff, and will provide project management of our contract with the City. He will also be available to review design issues in the field and will attend the weekly project construction meetings as necessary. Marcus Gunderson will serve as the RPR and will assist the City with field representation. Greg Tvedt will be the lead Survey Crew Chief. Hector Flores will be available to provide geotechnical field support as may be required with the subgrade correction work.

## **SCHEDULE**

We anticipate construction starting in April and ending in October 2020, however the actual schedule will depend on the Contractor's schedule and weather.

## **COMPENSATION**

SEH proposes to be compensated for the scope of work proposed in the Agreement on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses, including reproductions, mileage, personal vehicle allowance, and equipment. Additional services required beyond the tasks and estimated hours as described can be negotiated or provided as extra work on an hourly basis.

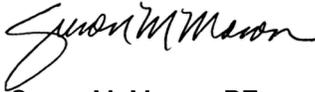
Mr. Jeff Oliver – 2020 PMP Construction Services  
February 26, 2020  
Page 3

We have estimated the construction services described above to cost a total of \$220,200. Anticipated tasks, hours and expenses are included in the attached work task breakdown. The City of Golden Valley will be invoiced for actual labor and reimbursable expenses incurred by SEH to complete the work.

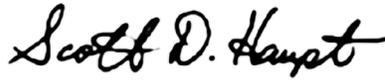
This agreement is an understanding of the project to date. If this document satisfactorily sets forth your understanding of our agreement, please sign in the space below and return one copy to our office. We look forward to working with you, your staff, and the community on this project. We appreciate the continued opportunity to work with the City of Golden Valley.

Respectively submitted,

SHORT ELLIOTT HENDRICKSON INC.



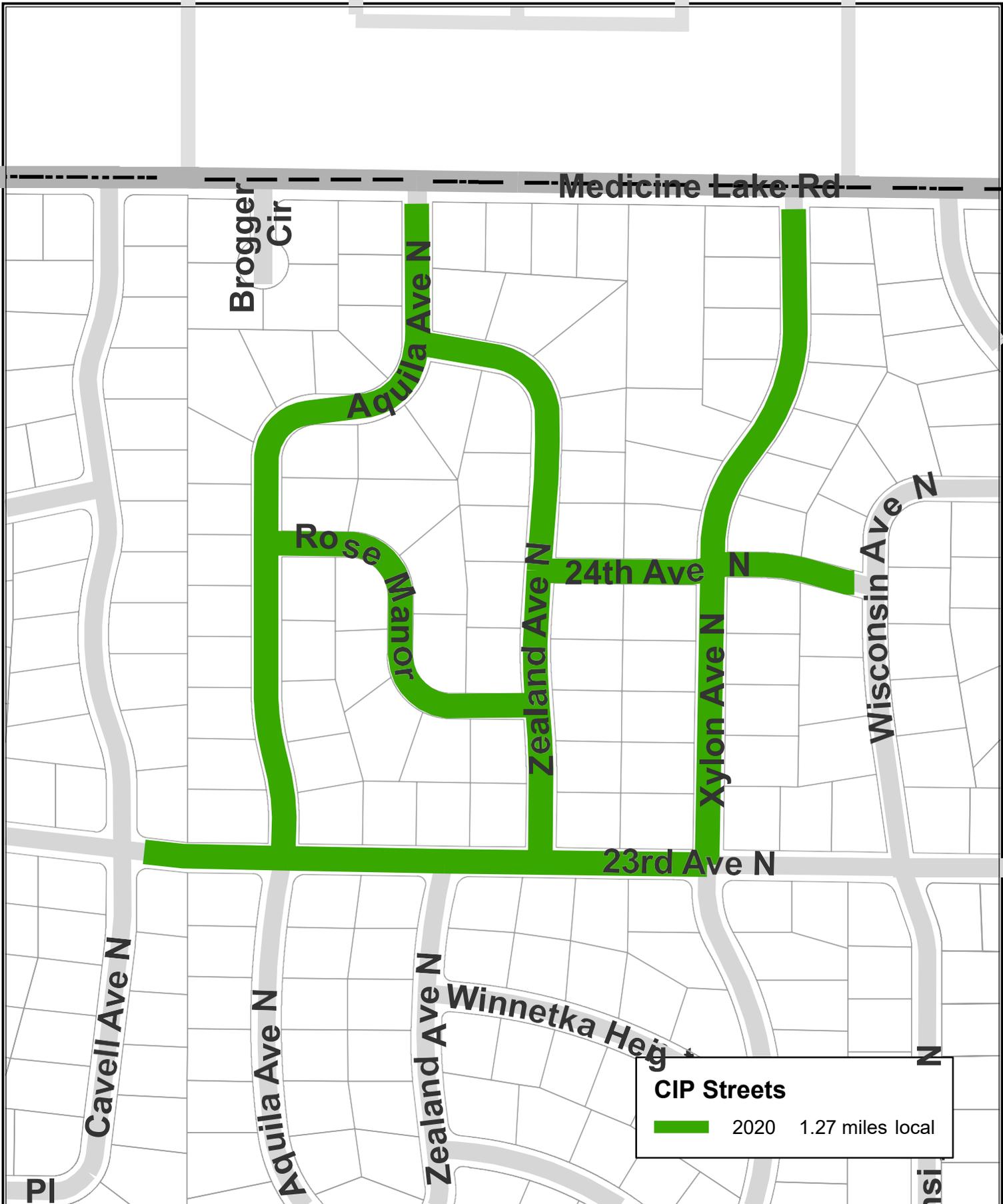
Susan M. Mason, PE  
Principal



Scott Haupt, PE  
Project Manager

sdh  
Enclosures

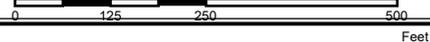
**EXHIBIT B**  
**LOCATION OF WORK**



# 2020 PMP

Print Date: 10/22/2019  
 Sources:  
 -Hennepin County Surveyors Office for

Property Lines (2019) & Aerial Photography (2018).  
 -City of Golden Valley for all other layers



Feet

**EXHIBIT C**

**FEE SCHEDULE**

**2020 PMP - Construction Services**

**Deliverables:**

**Construction Observation, Construction Staking, Full Time RPR, Record Plan Assistance**

Task	Project Manager	Geotech Engineer	GIS Technician	Project Engineer	RPR	Admin	Survey Crew
<b>1 Observation/Administration</b>							
Precon meeting	4				8	4	3
Shop drawing review	8				8		
Project administration/design coordination	40	16	8	20		4	
On-site observation/weekly construction meetings					1350		
<b>2 Construction Staking</b>							
Horizontal control							8
Pedestrian ramps							10
Sanitary sewer							14
Water main							30
Storm sewer							30
Curb and gutter							44
Data transfer				8			22
Blue tops after curb is in place							16
<b>3 Record Drawings/Closeout Assistance</b>							
Record plan & closeout assistance	8				40		
Total hours	1703	60	16	8	28	1406	8

<b>Project labor cost this phase</b>	<b>\$207,000</b>
<b>Equipment charges</b>	
<b>Mileage and Expenses</b>	<b>\$5,200</b>
<b>Reproductions</b>	<b>\$2,000</b>
<b>Survey Truck and Equipment</b>	<b>\$6,000</b>

**Total project cost this task** **\$220,200**

**Unique components or assumptions:**

1. Survey Crew and RPR based on project schedule (mid April to mid-October).
2. Construction services are largely dependant on weather and contractor's schedule. RPR's estimate of hours based on 50 hours per week for 27weeks.
3. The field review/construction meetings task includes time for project closeout activities
4. Materials sampling & testing will performed by others.
5. Record plan assistance includes preparing & providing design files to City for their staff's use in preparing Record Plans.
6. No record plan survey will be needed.



# EXECUTIVE SUMMARY

## Physical Development

763-593-8030 / 763-593-8109 (fax)

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### Golden Valley City Council Meeting April 7, 2020

#### Agenda Item

6. B. Second Consideration of Census Enumerator Access to Multi-family Buildings Ordinance

#### Prepared By

Jason Zimmerman, Planning Manager

#### Summary

The 2020 U.S. Census will kick-off on April 1. While City staff have been working to coordinate efforts to raise awareness and highlight the importance of responding to the Census, the State Demographer's office is encouraging communities to take an additional step of passing an ordinance to ensure Census workers have access to multi-family buildings.

#### Background

The decennial Census is an important tool that provides critical information used to determine representation in the U.S House of Representatives, to make Federal funding decisions, and to plan for facilities such as schools, hospital, and senior centers. While a majority of residents of Golden Valley are expected to self-respond to the mailed Census materials, a small percentage will not. For those individuals, the Census employs workers to attempt to make direct contact and collect information.

Historically, renters have a lower response rate. U.S. Code ensures Census employees have legal access to multi-family buildings as part of their efforts. However, a local ordinance can provide additional enforcement support while also clarifying protections for individuals. The local version being promoted by the State is modeled after Minnesota Statute 211b.20 which grants candidates running for office access to multi-family buildings. New Hope, Edina, Plymouth, Brooklyn Park, and Brooklyn Center all recently adopted a version of this ordinance.

This ordinance was discussed at a Council/Manager meeting on February 11. Conversation mostly centered on ways the City could continue to promote the Census efforts and how to work with multi-family property owners to publicize the Census with their tenants.

At the City Council meeting on March 17, staff clarified that the ordinance applies to both condo and rental buildings, but only allows enumerator access to the common spaces and not to individual units.

Staff had intended to discuss this new ordinance with property managers in person at a quarterly meeting hosted by the Police Department, but this was canceled due to the social distancing requirements. Instead, staff has sent an email to all property managers sharing this information, as well as providing links to Census promotional materials in a variety of languages.

The first consideration of this ordinance was presented to the City Council on March 17. Should the Council adopt the ordinance on second consideration it would become effective upon publication. This is well in advance of any anticipated timeline for site visits by Census employees, should they become necessary.

**Financial Or Budget Considerations**

Not applicable.

**Recommended Action**

Motion to adopt second consideration, Ordinance #679, Concerning Access to Multi-unit Housing Structures by United States Census Bureau Employees.

**Supporting Documents**

- Ordinance #679, Concerning Access to Multi-unit Housing Structures by United States Census Bureau Employees (2 pages)

ORDINANCE NO. 679  
AN ORDINANCE AMENDING THE CITY CODE  
Chapter 18, Offenses and Miscellaneous Regulations, Section 18-6:  
Concerning Access to Multi-unit Housing Structures by  
United States Census Bureau Employees

The City Council for the City of Golden Valley hereby ordains as follows:

Section 1. City Code Chapter 18 entitled "Offenses and Miscellaneous Provisions" is amended by adding Section 18-6 to provide as follows:

Sec. 18-6. - Access to Multi-unit Housing Structures by United States Census Bureau Employees.

(a) Declaration; Purpose.

- (1) The United States Constitution directs a decennial census count of all persons living in the United States.
- (2) Complete, accurate census data is of critical importance to all residents of Golden Valley for equal political representation, fair distribution of federal and state funding, and sound planning and investment in infrastructure, real estate, business development, and public policy and programming.
- (3) During the decennial census, the United States Census Bureau conducts Non-Response Follow-up Operations (NRFU), when employees of the United States Census Bureau visit households that have not yet submitted a census form.
- (4) Renters and others who live in multi-unit housing structures have historically been at higher risk of being undercounted in the decennial census, with the number of renter households in an area being the most influential variable affecting an area's census self-response rate; in other words, the more renters in an area, the lower the self-response rate of that area.
- (5) The risk of an undercount is compounded in areas with high concentrations of communities that have been consistently undercounted in the past and who are more likely to be renters, including low income households, communities of color, Native American/American Indian communities, immigrants and refugees, and young people.
- (6) Multi-unit housing structures can be difficult for Census Bureau employees to enter due to security barriers.
- (7) It is critical that Census Bureau employees have access to multi-unit housing structures during the decennial census, so they can reach households that have not yet participated.
- (8) 13 U.S. Code § 223 authorizes Census Bureau employees to access "any hotel, apartment house, boarding or lodging house, tenement, or other building."

- (b) It is unlawful for a person, either directly or indirectly, to deny access to an apartment building, dormitory, nursing home, manufactured home park, other multi-unit structure used as a residence, or an area in which one or more single-family dwellings are located on private roadways, to employees of the United States Census Bureau who display current, valid Census Bureau credentials and who are engaged in official census counting operations during the Census Bureau's standard operational hours of 9:00 am to 9:00 pm (local time) during the decennial census.
- (c) Census Bureau employees granted access must be permitted to leave census materials in an orderly manner for residents at their doors, except that the manager of a nursing home may direct that the materials be left at a central location within the facility.
- (d) This ordinance does not prohibit
- (1) denial of admittance into a particular apartment, room, manufactured home, or personal residential unit;
  - (2) denial of permission to visit certain persons for valid health reasons, in the case of a nursing home or a Registered Housing with Services Establishment providing assisted-living services meeting the requirements of Minnesota Statutes, section 144G.03, subdivision 2;
  - (3) limiting visits to a reasonable number of census employees;
  - (4) requiring a prior appointment or notification to gain access to the structure; or
  - (5) denial of admittance to or expulsion of an individual employee from a multi-unit housing structure for good cause.

Section 2. City Code Chapter 1 entitled "General Provisions" and Sec. 1-8 entitled "General Penalty; Continuing Violations" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 3. This ordinance shall take effect from and after its passage and publication as required by law.

Adopted by the City Council this 7<sup>th</sup> day of April, 2020.

/s/Shepard M. Harris  
Shepard M. Harris, Mayor

ATTEST:

/s/ Kristine A. Luedke  
Kristine A. Luedke, City Clerk



# EXECUTIVE SUMMARY

## City Administration

763-593-8006 / 763-593-8109 (fax)

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### Golden Valley City Council Meeting April 7, 2020

#### Agenda Item

6. C. COVID-19 Pandemic Emergency Administrative Actions

#### Prepared By

Tim Cruikshank, City Manager

Maria Cisneros, City Attorney

#### Summary

The City Manager and City Attorney propose that the City Council adopt the attached resolution delegating certain emergency powers to the City Manager and ratify the attached 20 emergency actions that staff has taken since March 17 in response to the COVID-19 pandemic.

#### Resolution No. 20-23

On March 17, 2020 the Mayor and Council declared that the world health pandemic caused by COVID-19 constitutes a local emergency. In the emergency declaration, the Council directed City staff to review ordinances and regulatory requirements, operations, civil and legal proceedings, events, and resources and to make recommendations regarding additional emergency actions to support the employees and residents of the City of Golden Valley. The Council also directed all City departments and offices to operate in support of the response to this emergency, including implementing new employee protocols, strategies, and processes to ensure that public services are maintained and City staff remain safe.

Since the emergency declaration, the state and federal governments, and the World Health Organization have issued a continuous stream of laws, rules, directives, orders, policies, and guidance related to the COVID-19 pandemic that affect the operations of the City. The City requires maximum flexibility to maintain compliance with these new requirements, while continuing to provide services to the community.

In that spirit, the attached resolution authorizes the City Manager to take all actions necessary to protect the public health, maintain public services, and ensure that City staff remain safe. Additionally, it authorizes the City Manager to suspend compliance with certain laws, ordinances, policies, directives, and recommendations, to the extent those requirements impede an efficient response to or compliance with federal and state directives and recommendations. Finally, the resolution requires the City Manager to present all such actions to the City Council at its next regular meeting for ratification.

**Emergency Administrative Actions 20-01 through 20-20**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, staff has taken the emergency measures described in the following Emergency Administrative Actions in response to the COVID-19 pandemic:

- Emergency Administrative Action 20-01 Adopting the Pandemic/Outbreak Continuity of Operations Plan (COOP Plan)
- Emergency Administrative Action 20-02 Cancelling Certain Board and Commission Meetings
- Emergency Administrative Action 20-03 Closing City Facilities
- Emergency Administrative Action 20-04 Modifying Building Inspection Procedures
- Emergency Administrative Action 20-05 Extending the Expiration Date of HVAC Licenses
- Emergency Administrative Action 20-06 Suspending Neighborhood Meeting Requirements
- Emergency Administrative Action 20-07 Suspending Sign Ordinance Enforcement in Certain Situations
- Emergency Administrative Action 20-08 Suspending Hiring Processes
- Emergency Administrative Action 20-09 Suspending Issuance of Peddler's Licenses
- Emergency Administrative Action 20-10 Authorizing Parks & Recreation to Issue Refunds for Cancelled Events and Activities
- Emergency Administrative Action 20-11 Adopting Temporary Employment Policies and Temporary Federal Leave Policies
- Emergency Administrative Action 20-12 Adopting Decontamination Policy for City Buildings
- Emergency Administrative Action 20-13 Delaying Season Opening of Brookview Golf Course
- Emergency Administrative Action 20-14 Designating Critical Sector Employees Pursuant to Executive Order 20-20
- Emergency Administrative Action 20-15 Amending the Utility Billing Policy
- Emergency Administrative Action 20-16 Delaying Certain City Projects
- Emergency Administrative Action 20-17 Authoring Amendment of Cleaning Contracts
- Emergency Administrative Action 20-18 Authorizing Emergency Purchases
- Emergency Administrative Action 20-19 Recommending Adoption of Remote Meeting Rules of Procedure & Etiquette
- Emergency Administrative Action 20-20 Cancelling Annual Board & Commissions Appreciation Dinner

The City Manager recommends the Council ratify these Emergency Administrative Actions and adopt all recommendations contained in the actions.

**Financial or Budget Considerations**

Not Applicable

**Recommended Action**

Motion to adopt Resolution No. 20-23 delegating certain authority to the City Manager.

Motion to ratify Emergency Administrative Actions 20-01 through 20-20 and adopt all recommendations contained therein.

**Supporting Documents**

- Resolution No. 20-23 (2 pages)
- Emergency Administrative Actions 20-01 through 20-20 (38 pages)

RESOLUTION NO. 20-23

CITY OF GOLDEN VALLEY RESOLUTION  
AUTHORIZING THE CITY MANAGER TO  
TAKE EMERGENCY ADMINISTRATIVE ACTIONS  
IN RESPONSE TO COVID-19 PANDEMIC

WHEREAS, on March 16, 2020, the Mayor of the City of Golden Valley declared that the world health pandemic caused by the novel coronavirus and resulting COVID-19 disease threatens the health, safety, and welfare of the members of the Golden Valley community, will impact City operations, and will cause a significant impact on the ability of public safety personnel to address any immediate dangers to the public; and

WHEREAS, on March 17, 2020, the City Council recognized and extended the local emergency declared on March 16, 2020; and

WHEREAS, the Council directed City staff to review ordinances and regulatory requirements, operations, civil and legal proceedings, events, and resources to determine whether the foregoing should be adjusted or suspended, and to make recommendations regarding additional emergency regulations to support the employees and residents of the City of Golden Valley; and

WHEREAS, the Council directed all City departments and offices to operate and support the response to this emergency, under the direction and coordination of the City Manager, the Emergency Management Director and Emergency Management Team, including implementing new employee protocols, strategies, and processes to ensure that public services are maintained and City staff remain safe; and

WHEREAS, since March 17, 2020, the state and federal governments and the World Health Organization have issued a continuous stream of laws, rules, directives, orders, policies, and guidance related to the COVID-19 pandemic that affect the operations of the City; and

WHEREAS, in light of this rapidly evolving emergency, the City requires maximum flexibility in its response to the pandemic in order to protect the public health, safety and welfare; ensure the efficient administration of the City; and maintain compliance with and adapt to the rapidly changing legal and economic landscape; and

WHEREAS, the City Council finds that ongoing immediate action by and through the City Manager is needed to respond to the situation.

**NOW THEREFORE**, THE CITY COUNCIL OF THE CITY OF GOLDEN VALLEY HEREBY RESOLVES, DECLARES, INVOKES, AND DIRECTS AS FOLLOWS:

1. The City Manager is hereby authorized to take all actions necessary to protect the public health, safety, and welfare; to support the residents of the City of Golden Valley; to ensure that public services are maintained and City staff remain safe; and to

continue the efficient administration of the affairs of the City for the duration of the Emergency.

2. To the extent that state laws, City ordinances, City policies, or City procedures impede an efficient response to or compliance with federal and state directives and recommendations, the City Manager is hereby authorized to suspend compliance with those laws, ordinances, policies and procedures as authorized by Emergency Executive Order 20-01, Minnesota Statutes, section 12.32, Mayoral Proclamation, effective March 16, 2020, and Council Resolution, effective March 17, 2020.
3. The City Manager shall keep the Council fully apprised of all such emergency actions, and all such actions shall be subject to ratification by the City Council at its next regularly scheduled City Council meeting.

Passed by the City Council of the City of Golden Valley, Minnesota this 7<sup>th</sup> day of April, 2020.

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Shepard M. Harris, Mayor

Attested:

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Kristine A. Luedke, City Clerk



7800 Golden Valley Road  
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-01  
ADOPTING CONTINUITY OF OPERATIONS PLAN**

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, the City Manager of the City of Golden Valley recommends to the City Council that it adopt the Pandemic/Outbreak Continuity of Operations Plan on file with the City Clerk.

Date: April 2, 2020

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", written over a horizontal line.

Timothy J. Cruikshank, City Manager

## EMERGENCY ADMINISTRATIVE ACTION 20-02 CANCELLING CERTAIN PUBLIC MEETINGS

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, and in order to comply with state and federal social distancing guidelines related to the COVID-19 pandemic, the City of Golden Valley hereby cancels the following public meetings:

<b>Meeting</b>	<b>Date</b>
Open Space and Recreation Commission	March 23, 2020
Environmental Commission	March 23, 2020
Planning Commission	March 23, 2020
Board of Zoning Appeals	March 24, 2020
Human Rights Commission	March 24, 2020

Furthermore, all subsequent public meetings will be held remotely in accordance with the Mayor and Council's findings that in-person meetings of the City Council, Planning Commission and other boards, commissions, and task forces of the City are not practical or prudent due to the COVID-19 pandemic and that:

- a. Meetings of the City Council, Planning Commission, and other commissions of the City shall be conducted by telephone or other electronic means; and
- b. Attendance by Council members, Commissioners, City staff, and members of the public at the regular meeting location is unfeasible; and
- c. City staff shall take such action as may be necessary to enable such meetings to occur via telephone or other electronic means pursuant to Minn. Stat. § 13D.021, until such time as it is no longer impractical or imprudent for the City Council, Planning Commission, and other boards, commissions, and task forces to resume in-person meetings.

This action will continue indefinitely until repealed by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to be "Timothy J. Cruikshank", written over a horizontal line.

Date: March 13, 2020

\_\_\_\_\_  
Timothy J. Cruikshank, City Manager

**EMERGENCY ADMINISTRATIVE ACTION 20-03  
CLOSING CERTAIN CITY FACILITIES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley temporarily closes all City facilities to the public, except the lobby of its Public Safety Building at 7700 Golden Valley Road and its outdoor parks and open spaces. This closure will continue indefinitely until repealed or modified by subsequent City Manager or Council action.



Date: March 13, 2020

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Timothy J. Cruikshank, City Manager

## **EMERGENCY ADMINISTRATIVE ACTION 20-04 MODIFYING BUILDING INSPECTION PROCEDURES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley will, to the greatest extent possible, complete building inspections through the use of video, live-streamed video (e.g., FaceTime), or review of high-quality pictures submitted by the permit holder. On-site inspections will be conducted only when, in the sole discretion of the Inspector, all of the following requirements are met:

1. Pictures or video are not adequate or practical to determine code compliance;
2. The on-site inspection takes place at a new construction project or commercial construction site;
3. The Inspector is isolated from other people and all social distancing requirements related to COVID-19 and recommended by the Centers for Disease Control and Prevention (as amended from time to time), are practiced during the inspection;
4. The building or job site is unoccupied by others; and
5. The Inspector does not enter an occupied or inhabited home.

The Inspector, upon arriving at a job site, may elect not to complete the inspection if they determine the conditions are unsafe, unsanitary, or social distancing protocols have not been or cannot be followed.

This policy will continue indefinitely until repealed by subsequent City Manager or Council action.

Date: March 27, 2020



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Timothy J. Cruikshank, City Manager

**EMERGENCY ADMINISTRATIVE ACTION 20-05  
EXTENDING HVAC LICENSES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley will extend the expiration date of all HVAC licenses valid as of March 30, 2020 until June 1, 2020. The City Clerk shall publish further rules governing the application and reapplication process no later than May 1, 2020.

This extension shall expire on June 1, 2020, unless modified by subsequent City Manager or Council action.



Date: March 25, 2020

---

Timothy J. Cruikshank, City Manager

**EMERGENCY ADMINISTRATIVE ACTION 20-06  
SUSPENDING NEIGHBORHOOD MEETING REQUIREMENTS**

Pursuant to Mayoral Proclamation and Council Resolution effective March 17, 2020, the City of Golden Valley will substitute the Neighborhood Meeting requirements for proposals for PUDs; major amendments to PUDs; and some conditional use permit, subdivision, rezoning, and comprehensive plan requests, all required by City Code § 113-123(d) or the City of Golden Valley Planning Neighborhood Notification Policy, adopted March 2, 2016 (the "Policy"), with a requirement to follow the Mailing notice requirements in the Policy instead. The City takes this action to protect the public health and welfare and to comply with state and federal social distancing guidelines related to the COVID-19 pandemic.

This substitution will continue indefinitely until repealed by subsequent City Manager or Council action.



Date: March 18, 2020

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Timothy J. Cruikshank, City Manager



7800 Golden Valley Road  
Golden Valley, MN 55427

## **EMERGENCY ADMINISTRATIVE ACTION 20-07 SUSPENDING SIGN ORDINANCE ENFORCEMENT**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley will waive the enforcement of its sign ordinance provisions regarding temporary business signs to allow local restaurants to post on-premises signs informing the public of the availability of and process for take-out or curbside service. This waiver will continue indefinitely until repealed or modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is positioned above a horizontal line.

Date: March 24, 2020

\_\_\_\_\_  
Timothy J. Cruikshank, City Manager

**EMERGENCY ADMINISTRATIVE ACTION 20-08  
SUSPENDING HIRING PROCESSES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley hereby suspends all hiring processes for all of its open positions, other than positions in the Police or Fire Departments. This suspension will continue indefinitely until repealed by subsequent City Manager action.



Date: March 25, 2020

\_\_\_\_\_  
Timothy J. Cruikshank, City Manager

**EMERGENCY ADMINISTRATIVE ACTION 20-09  
SUSPENDING ISSUANCE OF PEDDLER AND SOLICITOR LICENSES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley will temporarily suspend the issuance of Peddler and Solicitor Licenses required by City Code, art. XII.

This action will continue indefinitely until repealed or modified by subsequent City Manager or Council action.



Date: March 27, 2020

\_\_\_\_\_  
Timothy J. Cruikshank, City Manager

**EMERGENCY ADMINISTRATIVE ACTION 20-10  
CANCELLING PARKS AND RECREATION EVENTS AND ACTIVITIES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley hereby:

- Postpones all in-person Parks and Recreation programs, classes, and events;
- Cancels all facility rentals through May 1, 2020; and
- Closes all Parks and Recreation and Golf retail operations, including the Backyard, the Golf Shop, and the Three-One-Six through May 1, 2020.

Further, the City will issue full refunds for the following services:

- All Parks and Recreation activities, programs, and events that have been cancelled by the City; and
- All private events at City facilities through May 1, 2020.

This action will continue indefinitely until repealed or modified by subsequent City Manager or Council action.

Date: March 13, 2020



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Timothy J. Cruikshank, City Manager

**EMERGENCY ADMINISTRATIVE ACTION 20-11  
ADOPTING TEMPORARY EMPLOYMENT POLICIES  
AND TEMPORARY FEDERAL LEAVE POLICIES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley adopts the following temporary emergency employment policies:

- City of Golden Valley Temporary Employment Policies in Response to COVID-19 Pandemic, as originally adopted on March 12, 2020 and amended on March 13, 14, and 19, and April 3, 2020. These Temporary Employment Policies shall remain in effect until repealed or modified by subsequent City Manager or Council action.
  
- City of Golden Valley COVID-19 Temporary Federal Leave Policies, including:
  - Emergency Paid Sick Leave Policy
  - Public Health Emergency Leave Policy

These Temporary Federal Leave Policies shall remain in effect until December 31, 2020, unless modified by subsequent City Manager or Council action.



Date: April 1, 2020

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Timothy J. Cruikshank, City Manager

# COVID-19 Temporary Employment Policies



The City of Golden Valley values the health and safety of its employees and community members. In response to the COVID-19 pandemic, the City Manager enacts the following temporary employment policies:

## Employee Travel

- All employee business-related travel is prohibited, including local travel. Employees should contact their supervisor if they have questions about traveling for business purposes.
- Non-critical internal meetings shall be cancelled, or hosted virtually.
- Employees who are planning to travel for personal reasons, or have recently returned from a trip, should notify their supervisor immediately. Employees are encouraged to follow [CDC Guidelines and Recommendations](#).
  - Employees returning from vacation may be asked to self-quarantine for a period of up to 14 days without symptoms. Employees may continue to work remotely if they are able.
  - If at any time an employee develops symptoms, they should contact their supervisor as soon as practicable.

## Employee or Household Illness

- Employees who appear to have respiratory illness symptoms (i.e. cough, shortness of breath) upon arrival to work or who become sick during the day will be sent home immediately.
- If an employee or a person in the employee's household or under the care of an employee is sick, the employee should stay home until the employee's household is symptom free for at least 24 hours. Employees must also be fever-free without the use of fever-reducing medicine for at least 24 hours before returning to work.
  - Symptoms may include: persistent cough, runny nose, or sore throat, fever (100.4° oral), shortness of breath, or vomiting or diarrhea within the last 24 hours as a result of illness or unidentified cause.
- If an employee needs to stay home sick, they should notify their supervisor as soon as practically possible.

## COVID-19 Exposure

- If an employee or someone an employee has come in contact with tests positive for COVID-19, the employee should notify their supervisor or human resources immediately.
  - Per CDC guidelines, employees who have been exposed to someone with a confirmed or suspected case of COVID-19 should remain home for a minimum of 14 days without symptoms, or until such time that the suspected case of exposure is confirmed negative.
    - If at any time an employee develops symptoms they should contact their supervisor immediately.

# COVID-19 Temporary Employment Policies



- If the City learns of a possible exposure to COVID-19 at work, all affected employees will be notified.
  - The City will protect the privacy of employees, in accordance with the Americans with Disabilities Act.
- If an employee contracts COVID-19 as a result of their responsibilities in the workplace, Worker's Compensation benefits may apply. Please contact human resources.
- [Per CDC guidelines](#), if an employee tests positive for COVID-19, the employee may return to work only after the following have occurred:
  - Employee has had no fever (without the use of fever-reducing medicine) for at least 72 hours;
  - Employee's other symptoms have improved; and
  - At least 7 days have passed since the first appearance of the employee's symptoms.

## Flexible Work Arrangements

All employees will continue to be paid at their normal rate of pay.

- Employees who are able to work remotely, should do so until further notice.
  - Employees who work remotely should continue to work their normal hours unless they have made other arrangements with their supervisor.
  - Employees who are unsure whether or not they can work remotely, should contact their supervisor.
  - Employees who need to make arrangements to work remotely should work with their supervisor to make the required preparations. If employees need to visit the office, the employee and supervisor should work together to arrange a specific time for the employee to come to the office. Staff should make every effort to minimize the number of people in the building.
    - All staff visiting City buildings shall follow the [Temporary Decontamination Policy](#).
- Employees who cannot work remotely should be available to work during their regular hours, but should not report to work unless instructed to do so by their supervisor. All employees will continue to be paid at their normal rate of pay, unless otherwise noted below.
  - Employees may be called in to work as situations change/evolve.
    - This means that all employees should be reachable and available to work during their regular work hours. If an employee has a pre-approved vacation the employee must use PTO/Vacation for that time, unless the vacation is cancelled. Employees should notify their supervisor if they intend to cancel their vacation.
    - Additionally, if an employee is unable work because they are sick or are caring for a family member who is sick, unrelated to COVID-19, the employee shall use

# COVID-19 Temporary Employment Policies



PTO/sick leave until they are able to return to work. In this case, other leave benefits may apply, please contact human resources with questions. If the employee is unable to work based on a situation related to COVID-19, the employee should refer to the [COVID-19 Temporary Federal Leave Policies](#) and contact human resources.

- All non-regular employees (including interns and Brookview staff) will be paid for all of the hours for which they have been scheduled.
- Beginning April 2, 2020 the following policy amendments shall take effect:
  - Except as noted below, non-regular employees who are no longer scheduled to work due to facility closures shall continue to be paid bi-weekly at their regular rate of pay. The number of hours for which the employee will be paid each pay period shall be based upon the average number of hours the employee worked over the previous six pay periods (from 12/23/2019-3/15/2020). Three One Six Restaurant employees shall be paid for the average number of hours worked over the same six pay periods, excluding the week of February 3 – February 9 (during which time the facility was closed for operational repairs).
  - For the purposes of this policy, non-regular employees include individuals in the following positions:
    - Server
    - Bartender
    - Cook
    - Dishwasher/Bar-Back
    - Restaurant and Banquet Staff Coordinator
    - Golf Staff Coordinator
    - Lead Pro-Shop Cashier/Pro-Shop Cashier
    - Guest Services Lead
    - Community Center Attendant
    - Indoor Playground Attendant
    - Sports Instructor
    - Assistant Senior Program Coordinator
    - Building and Grounds Maintenance
  - Temporary employees whose positions have an established end date based on normal operating procedures shall end their employment on the normally scheduled date and shall not be entitled to pay after that date. These positions include: Warming House Attendants, Sports/Athletic Instructors, and Accounting Intern.
- Emergency Management/Public Safety personnel shall follow directives of their department leadership.

# COVID-19 Temporary Employment Policies



## **PTO and Vacation Maximum Accrual – Effective 4/8/2020**

Under the City's existing leave policies employees accrue vacation hours or paid time-off (PTO) hours each pay period. The hours are accrued according to an accrual schedule, which is based on an employee's years of service. Each accrual schedule has a maximum number of accrual hours. The City's current vacation and PTO accrual schedules can be found [here](#). Under existing policies, an employee no longer accrues vacation or PTO hours once they have reached the maximum number of accrual hours within their schedule.

## **Temporary Policy and Conditions**

Under this temporary policy, employees are eligible to accrue vacation and PTO hours beyond their existing maximum accrual, provided all of the following conditions are met:

- The employee is a full-time regular or part-time regular benefit earning employee;
- The employee is within 40 hours of, or has already exceeded, their existing maximum accrual balance at any time between April 8, 2020 and December 31, 2020;
- the employee has submitted a vacation or paid time-off request between April 8, 2020 and December 31, 2020, and
- the employee's Department Head or the City Manager denied the employee's vacation or paid-time off request to preserve continuity of City operations.

If an employee reaches the maximum vacation or PTO accrual within their schedule, but has not been denied the opportunity to use such leave, the employee shall stop accruing leave hours pursuant to the existing vacation and PTO policies.

## **Process**

When an employee meets the conditions listed above the employee should email their department head and human resources with a request to extend their vacation or PTO maximum accrual. The request shall be reviewed and approved or denied by the City Manager.

Upon approval, employees shall continue to accrue vacation or PTO hours above their existing maximum accrual until December 31, 2020. All vacation hours and PTO hours accrued beyond the existing maximum accrual must be used by December 31, 2020. Employees shall follow normal vacation or PTO request policies and procedures.

Vacation or PTO hours accrued beyond the existing maximum accrual shall not carry over to the following calendar year, nor will the accrued hours be paid out to employees in the form of cash or any other type of compensation.

Additionally, all vacation hours and PTO hours that are accrued above the employee's existing maximum accrual will not be paid out to an employee upon separation from employment in the form of cash, or used in any manner other than what is stated in this policy.

# COVID-19 Temporary Employment Policies



## Supervisor Responsibilities

Supervisors are responsible for the following responsibilities:

- Ongoing and regular communication with employees (both working and non-working) including messages from the Emergency Management Team and Department Head.
- Fill out and approve timecards.

Supervisors: please ensure you have the primary phone number and email for each of your employees, your direct supervisor, and your Department Head. Additionally, you should have the contact information for the following individuals:

- Tim Cruikshank, City Manager – (763-593-8003)
- Kirsten Santelices, Human Resources Director (all employee-related questions) – (763-593-3989)
- Ted Massicotte, Deputy Fire Chief (Interim Emergency Management Director) – (763-593-8080)
- Internal Only Public Safety Line – (763-593-8056)
- Wanita Williams, Accountant (payroll questions) – (763-593-8011)
- Sue Virnig, Finance Director (back-up payroll questions; expenses) – (763-593-8010)
- Cheryl Weiler, Communications Director (Crisis Communications Director) – (763-593-8004)

## City of Golden Valley Vacation and PTO Accrual Schedule

<b>Vacation Accrual Schedule: Full-Time Employee</b>			
<b>Years Of Service</b>	<b>Vacation Accrual Per Pay Period</b>	<b>Vacation Time Per Year</b>	<b>Maximum Vacation Accrual</b>
0-4.99	3.08 hours	10 days (2 weeks)	160 hours
Over 5-10	4.62 hours	15 days (3 weeks)	240 hours
Over 11	4.92 hours	16 days	256 hours
Over 12	5.23 hours	17 days	272 hours
Over 13	5.54 hours	18 days	288 hours
Over 14	5.85 hours	19 days	304 hours
Over 15	6.15 hours	20 days (4 weeks)	320 hours
Over 16	6.46 hours	21 days	336 hours
Over 17	6.77 hours	22 days	352 hours
Over 18	7.08 hours	23 days	368 hours
Over 19	7.38 hours	24 days	384 hours
Over 20	7.69 hours	25 days (5 weeks)	400 hours

<b>Vacation Accrual Schedule: Public Safety Employee</b>			
<b>Years Of Service</b>	<b>Vacation Accrual Per Pay Period</b>	<b>Vacation Time Per Year</b>	<b>Maximum Vacation Accrual</b>
0-4.99	6.77 hours	10 days (2 weeks)	168 hours
Over 5-10	8.31 hours	15 days (3 weeks)	248 hours
Over 11	8.62 hours	16 days	264 hours
Over 12	8.92 hours	17 days	280 hours
Over 13	9.23 hours	18 days	296 hours
Over 14	9.54 hours	19 days	312 hours
Over 15	9.85 hours	20 days (4 weeks)	328 hours
Over 16	10.15 hours	21 days	344 hours
Over 17	10.46 hours	22 days	360 hours
Over 18	10.77 hours	23 days	376 hours
Over 19	11.08 hours	24 days	392 hours
Over 20	11.39 hours	25 days (5 weeks)	408 hours

<b>Vacation Accrual Schedule: Full-Time Employee With 800 Hours Of Sick Leave</b>			
<b>Years Of Service</b>	<b>Vacation Accrual Per Pay Period</b>	<b>Vacation Time Per Year</b>	<b>Maximum Vacation Accrual</b>
5-11	6.46 hours	21 days	336 hours
Over 11	6.77 hours	22 days	352 hours
Over 12	7.08 hours	23 days	368 hours
Over 13	7.38 hours	24 days	384 hours
Over 14	7.69 hours	25 days (5 weeks)	400 hours
Over 15	8.00 hours	26 days	416 hours
Over 16	8.31 hours	27 days	432 hours
Over 17	8.62 hours	28 days	448 hours
Over 18	8.92 hours	29 days	464 hours
Over 19	9.23 hours	30 days (6 weeks)	480 hours
Over 20	9.54 hours	31 days	496 hours

## City of Golden Valley Vacation and PTO Accrual Schedule

<b>PTO Accrual Schedule: Regular Full-Time Employee</b>			
<b>Years Of Service</b>	<b>Number Of 8-Hour Days</b>	<b>PTO Hours Per Pay Period</b>	<b>Maximum Accrual In Hours</b>
0-5	17	5.23	272
Over 5	22	6.77	352
Over 11	23	7.08	368
Over 12	24	7.38	384
Over 13	25	7.69	400
Over 14	26	8.00	416
Over 15	27	8.31	432
Over 16	28	8.62	448
Over 17	29	8.92	464
Over 18	30	9.23	480
Over 19	31	9.54	496
Over 20	32	9.85	512

<b>PTO Accrual Schedule: Public Safety Employee</b>					
<b>Years of Service</b>	<b>Number of 8-Hour Days</b>	<b>PTO Hours Per Pay Period</b>	<b>Holiday Hours Accrued Per Pay Period</b>	<b>PTO + Holiday: Total Hours Accrued Per Pay Period</b>	<b>Maximum Accrual In Hours</b>
0-5	17	5.23	3.69	8.92	348
Over 5	22	6.77	3.69	10.46	408
Over 11	23	7.08	3.69	10.77	420
Over 12	24	7.38	3.69	11.07	432
Over 13	25	7.69	3.69	11.38	444
Over 14	26	8.00	3.69	11.69	456
Over 15	27	8.31	3.69	12.00	468
Over 16	28	8.62	3.69	12.31	480
Over 17	29	8.92	3.69	12.61	492
Over 18	30	9.23	3.69	12.92	504
Over 19	31	9.54	3.69	13.23	516
Over 20+	32	9.85	3.69	13.54	528

# COVID-19 Temporary Federal Leave Policies



## Introduction and Purpose

In response to the COVID-19 outbreak, the federal government passed the Families First Coronavirus Response Act (FFCRA), which includes two types of paid emergency leave:

- Emergency Paid Sick Leave; and
- Public Health Emergency Leave (an expansion of the Federal and Family Leave Act (FMLA)).

In response to these changes in federal law, the City of Golden Valley (the "City"), adopts the two temporary policies described below, effective April 1, 2020. These policies are in addition to the City's existing leave policies. The purpose of these policies is to allow employees to care for their own health needs or those of their family members.

## Emergency Paid Sick Leave Policy

This Emergency Paid Sick Leave Policy provides paid protection to employees who are unable to work due to complications related to COVID-19. This policy is effective April 1, 2020 through December 31, 2020.

### Eligibility

All current employees of the City who have been employed for a minimum of one calendar day as of April 1, 2020 are eligible for this policy.

### Qualifying Reasons

Eligible employees may use this leave if they are unable to work (on-site) or telework because they are:

1. Subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
2. Advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. Experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. Caring for an individual who is subject to a quarantine or isolation order (by federal, state, or local order, or as advised by health care provider).
5. Caring for a son or daughter whose school or place of care has been closed, or the child care provider is unavailable, due to COVID-19 precautions.
6. Experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

### Length of Leave

Full-time regular employees qualify for up to 80 hours of Emergency Paid Sick Leave.

Part-time employees, including variable hour, temporary, seasonal, and interns qualify for the average number of hours worked during a typical two-week period. The two-week period shall be determined by the City.

Employees using Emergency Paid Sick Leave for qualifying reasons (1)-(4), and (6) must take paid sick leave in full-day increments until either: 1) the full amount of leave is exhausted; or 2) there is no longer a qualifying reason for taking paid sick leave. Additionally, under these conditions an employee may qualify for FMLA, which shall run concurrently with Emergency Paid Sick Leave, and all other regular FMLA policies and procedures shall apply.

Employees using Emergency Paid Sick Leave for qualifying reason (5), to care for their child whose school or place of care is closed or unavailable due to COVID-19 precautions, may use the Emergency Paid Sick Leave intermittently or on a reduced schedule with the approval of the employee's Department Head, Human Resources Director, and City Manager. Additionally, under this condition the employee may qualify for leave under the Public Health Emergency Leave Policy below.

An employee may qualify for leave under two or more qualifying reasons, but each employee is only eligible for a maximum of 80 hours of Emergency Paid Sick Leave.

### **Pay**

Under qualifying reasons (1), (2), and (3) an employee is paid 100% of their regular rate of pay up to \$511 per day (\$5,110 in the aggregate).

Under the qualifying reasons (4), (5), and (6) an employee is paid 2/3 of their regular rate of pay, up to \$200 per day (\$2,000 in the aggregate). Under these qualifying reasons, employees may elect to supplement their pay with accrued vacation, sick, comp time, or PTO, not to exceed 100% of their weekly gross salary.

### **Regular Rate of Pay**

The City shall calculate the employee's regular rate of pay in accordance with section 7(e) of the Fair Labor Standards Act of 1938.

### **Process**

An employee who requests leave under this policy shall notify their direct supervisor as soon as practically possible and complete the Emergency Paid Sick Leave Request Form. Leave requests shall be submitted to the Human Resources Director, who shall make all eligibility determinations.

The City may require documentation, including a notice from a medical provider, or notice of closure or availability from the employee's child's school, place of care, or child care provider.

An employee on leave must periodically report their status and intent to return to work to their supervisor.

## **Public Health Emergency Leave Policy**

This Public Health Emergency Leave policy is a temporary expansion on the Federal Family and Medical Leave Act (FMLA) to provide pay and benefit protection to employees who are unable to work because they are caring for a son or daughter whose school or place of care has been closed, or the child care provider is unavailable, due to COVID-19 precautions. This policy is effective April 1, 2020 through December 31, 2020.

### **Eligibility**

All current employees of the City who have been employed for a minimum of 30 calendar days as of April 1, 2020 are eligible for benefits under this policy.

### **Qualifying Reasons**

Eligible employees qualify for this policy if they are unable to work (on-site) or telework because they are caring for a son or daughter whose school or place of care has been closed, or the child care provider is unavailable, due to COVID-19 precautions.

### **Duration**

Employees are eligible for up to 12 weeks of leave under this policy. However, eligibility depends on the employee's remaining FMLA leave balance. Employees may take a total of 12 work weeks for FMLA or Public Health Emergency Leave reasons during a 12-month period calculated on a rolling backwards basis beginning on the first day of leave.

### **Reduced Schedule**

Leave under this policy may be used intermittently or on a reduced schedule with the approval of the employee's Department Head, Human Resources Director, and City Manager. Additionally, the employee may qualify for leave under the Emergency Paid Sick Leave Policy above.

### **Pay**

The first 10 days of leave are unpaid (this time is known as the elimination period). During the elimination period, an employee can elect to be paid using Emergency Paid Sick Leave or accrued time-off.

After the 10 day elimination period, the employee is eligible for up to 10 weeks of Public Health Emergency Leave at 2/3 their regular rate of pay up to \$200 per day (no more than \$10,000 total). Under these qualifying reasons, employees may elect to supplement their pay with accrued vacation, sick, comp time or PTO, not to exceed 100% of their weekly gross salary.

### **Regular Rate of Pay**

The City shall calculate the employee's regular rate of pay in accordance with section 7(e) of the Fair Labor Standards Act of 1938.

### **Process**

The employee should give the City as much notice as practically possible and comply with normal call-in procedures. The City may require documentation, for example a notice of closure or availability from the child's school, place of care, or child care provider, including a notice that may have been posted on a government, school, or day care website, published in a newspaper, or emailed to the City from an employee or official of the school, place of care, or child care provider.

All existing certification requirements under the FMLA remain in effect if the employee is taking leave for one of the existing qualifying reasons under the FMLA (see Employee Handbook).

### **Additional Information**

The following additional conditions apply under these policies:

- Unused leave benefits available under these policies expire on December 31, 2020 and will not carry over to the following calendar year, nor shall they be paid out to an employee in any form of cash, or used in any manner other than what is stated in this policy.
- Once an employee exhausts the eligible leave benefits under these policies, the City's existing leave policies will apply.
- Where there is a conflict between these policies and an existing City policy, these policies control.
- These policies are not retroactive.

City of Golden Valley – Temporary COVID-19 Leave Policies

For more information employees may contact the Human Resources Director or visit the U.S. Department of Labor website at <https://www.dol.gov/agencies/whd/pandemic/ffcra-questions>.

**EMERGENCY ADMINISTRATIVE ACTION 20-12  
ADOPTING DECONTAMINATION POLICY**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley hereby adopts the City of Golden Valley Temporary Decontamination Policy.

This policy will continue in effect indefinitely until repealed or modified by subsequent City Manager or Council action.



Date: April 2, 2020

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Timothy J. Cruikshank, City Manager



7800 Golden Valley Road  
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-13  
DELAYING GOLF SEASON OPENING**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley hereby delays the golf season opening at Brookview Golf Course, which otherwise would have opened on March 23, 2020, until May 1, 2020.

This action will continue indefinitely until repealed or modified by subsequent City Manager or Council action.

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Date: March 23, 2020

\_\_\_\_\_  
Timothy J. Cruikshank, City Manager



7800 Golden Valley Road  
Golden Valley, MN 55427

## **EMERGENCY ADMINISTRATIVE ACTION 20-14 DESIGNATING CRITICAL SECTOR EMPLOYEES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley designates the employees on the attached Critical Sector Determination Table as critical sector employees, as defined by Minnesota Emergency Executive Order 20-20.

These designations shall remain in effect until Executive Order 20-20 expires, unless repealed or modified by subsequent City Manager or Council action.

Date: March 27, 2020

A handwritten signature in black ink, appearing to read "Timothy J. Cruikshank", is written over a horizontal line.

Timothy J. Cruikshank, City Manager

## UPDATES TO EMPLOYEE STATUS PURSUANT TO MINN. EXEC. ORDER 20-20

Pursuant to Governor Walz’s Executive Order 20-20 (March 25, 2020), as amended and clarified from time to time, only employees performing Critical Sector work may leave home to perform this work. The following additional limitations also apply:

- **All Critical Sector workers who can work from home must do so.**
- **Allowed activities and work performed in the above Critical Sectors should, to the maximum extent possible, be conducted in a manner that adheres to Minnesota Occupational Safety and Health Standards and the Minnesota Department of Health and CDC Guidelines related to COVID-19, including social distancing and hygiene.**
- People at risk of severe illness from COVID-19 are strongly urged to stay home, even when the executive order would allow them to leave their home or residence.
- Critical Sector exemptions apply only to travel to and from an individual’s home or residence and place of work and an individual’s performance of work duties that cannot be done at their homes or residence. Travel may include transportation to and from child care or school settings as necessary to ensure the safe care of children.

Under the Order, Critical Sector employees are workers performing all other governmental functions which are necessary to ensure the health, safety, and welfare of the public, to preserve the essential elements of the financial system of government, and to continue priority services as determined by a political subdivision of the State. All political subdivisions of the State will determine the minimum personnel necessary to maintain these governmental operations. Additionally, the Order provides specific guidance on a number of roles at the City. After reviewing the order, the City of Golden Valley has determined that its Critical Sector workers are:

	<b>Critical Sector Employees</b> These employees may travel to work only if necessary. All Critical Sector employees who can work from home must do so.	<b>Not Critical Service Employees</b> These employees should work from home, if possible, but may not travel to work	
<b>City Manager</b>	<ul style="list-style-type: none"> <li>▪ City Manager</li> <li>▪ City Council Members</li> <li>▪ City Clerk</li> </ul>		Exec. Order 20-20 § 6(i)(iii); Exec. Order 20-20 § 6(i)(i).
<b>Administrative Services</b>	<ul style="list-style-type: none"> <li>▪ Accountant</li> <li>▪ Accounting Coordinator</li> <li>▪ Accounting Technician</li> <li>▪ Finance Director</li> <li>▪ Information Technology Specialist</li> <li>▪ Information Technology Supervisor</li> <li>▪ Information Technology Tech</li> <li>▪ Utility Billing Specialist</li> <li>▪ Deputy Registrar Supervisor</li> </ul>	<ul style="list-style-type: none"> <li>▪ Accounting Intern</li> <li>▪ Motor Vehicle License Clerk</li> <li>▪ Assessments/AP Tech</li> </ul>	Exec. Order 20-20 § 6(h); Exec. Order 20-20 § 6(l); <a href="#">Essential Critical Infrastructure Workforce Advisory</a> ; clarification letter from DVS (April 3, 2020).
<b>Communications</b>	<ul style="list-style-type: none"> <li>▪ Communications Director</li> <li>▪ Communications Specialist</li> <li>▪ Web Graphic Designer</li> </ul>		Exec. Order 20-20 § 6(h).
<b>Human Resources</b>	<ul style="list-style-type: none"> <li>▪ Human Resources Director</li> <li>▪ Assistant to City Manager’s Office</li> </ul>		Exec. Order 20-20 § 6(i)(iii).
<b>Police</b>	<ul style="list-style-type: none"> <li>▪ Police Chief</li> <li>▪ Commander</li> <li>▪ Police Operations Supervisor</li> <li>▪ Sergeant</li> <li>▪ Investigator</li> <li>▪ Patrol Officer/School Resource Officer</li> <li>▪ Lead Community Service Officer</li> <li>▪ Community Service Officer</li> </ul>	<ul style="list-style-type: none"> <li>▪ Administrative Assistant</li> <li>▪ Support Services Coordinator</li> </ul>	Exec. Order 20-20 § 6(b)); Exec. Order 20-20 § 6(ee)).
<b>Fire</b>	<ul style="list-style-type: none"> <li>▪ Fire Chief</li> <li>▪ Deputy Fire Chief</li> <li>▪ Assistant Fire Chief</li> <li>▪ Paid On-Call Firefighters</li> <li>▪ Paid On-Call Fire Officers</li> <li>▪ Fire Property Maintenance Specialist</li> </ul>	<ul style="list-style-type: none"> <li>▪ Administrative Assistant</li> </ul>	Exec. Order 20-20 § 6(b); Exec. Order 20-20 § 6(iv).
<b>Legal</b>	<ul style="list-style-type: none"> <li>▪ City Attorney</li> </ul>		Exec. Order 20-20 § 6(cc).

<b>Parks &amp; Recreation</b>	<ul style="list-style-type: none"> <li>▪ Director of Parks and Recreation</li> <li>▪ Facilities and Recreation Supervisor</li> <li>▪ Golf Operations Manager</li> <li>▪ Park and Recreation Administrative Assistant</li> <li>▪ Golf Maintenance Supervisor</li> <li>▪ Greens and Turf Specialist</li> <li>▪ Turf Equipment Tech</li> <li>▪ Turf Maintenance Assistant</li> </ul>	<ul style="list-style-type: none"> <li>▪ Assistant Golf Operations Manager</li> <li>▪ Assistant Senior Program Coordinator</li> <li>▪ Bartender</li> <li>▪ Community Center Attendant</li> <li>▪ Custodial Maintenance Specialist</li> <li>▪ Golf Operations Manager</li> <li>▪ Golf Operations Coordinator</li> <li>▪ Golf Office Assistant</li> <li>▪ Golf Staff Coordinator</li> <li>▪ Guest Services Lead</li> <li>▪ Guest Services Specialist</li> <li>▪ Indoor Playground Attendant</li> <li>▪ Lead Pro Shop Cashier</li> <li>▪ Recreation Coordinator</li> <li>▪ Recreation Supervisor</li> <li>▪ Sports Instructor</li> <li>▪ Dishwasher/Bar-back</li> <li>▪ Cook</li> <li>▪ Head Chef/Kitchen Supervisor</li> <li>▪ Lead Cook</li> <li>▪ Restaurant and Catering Manager</li> <li>▪ Server (if used for take-out, drive up, or delivery services)</li> <li>▪ Restaurant and Banquet Staff Coordinator</li> </ul>	<p>Exec. Order 20-20 § 6(c); Exec. Order 20-20 § 6(l).</p> <p><b>The following places of public accommodation remain closed to the public pursuant to Exec. Orders 20-20 and 20-04:</b></p> <ul style="list-style-type: none"> <li>• Three One Six (but encouraged to offer food and beverage using deliver service, window service, walk-up service, drive-through service, or drive-up service using social distancing measures outlined in Exec. Order 20-04. <b>Employees highlighted in blue</b> could be considered essential if the Three One Six is reopened)</li> <li>• Brookview</li> <li>• Davis Community Center</li> <li>• Brookview Golf Course</li> </ul>
<b>Physical Development</b>	<ul style="list-style-type: none"> <li>▪ Physical Development Director</li> <li>▪ City Engineer</li> <li>▪ Assistant City Engineer</li> <li>▪ Planning Manager</li> <li>▪ Planner</li> <li>▪ Environmental Resources Supervisor</li> <li>▪ Environmental Specialist</li> <li>▪ GIS Specialist</li> <li>▪ Engineering Technician II</li> <li>▪ Engineering Technician III</li> <li>▪ Building Official</li> <li>▪ Building Inspector</li> </ul>	<ul style="list-style-type: none"> <li>▪ Engineering Assistant</li> <li>▪ Inspections Admin Specialist</li> <li>▪ Inspections and Development Assistant</li> <li>▪ Planning Assistant</li> <li>▪ Physical Development Assistant</li> </ul>	<p>Exec. Order 20-20 § 6(i)(iv); Exec. Order 2020 § 6(x).</p>
<b>Public Works</b>	<ul style="list-style-type: none"> <li>▪ Public Works Director</li> <li>▪ Street Maintenance/Vehicle Maintenance Supervisor</li> <li>▪ Utility Supervisor</li> <li>▪ Crew Leader Streets</li> <li>▪ Crew Leader Utility</li> <li>▪ Crew Leader Parks</li> <li>▪ Meter Specialist</li> <li>▪ Utilities Specialist</li> <li>▪ Public Works Maint Park</li> <li>▪ Public Works Inspector</li> <li>▪ PW Lead-Vehicle Maintenance</li> <li>▪ Public Works Maintenance-Street</li> <li>▪ Public Works Maint-Utilities</li> <li>▪ Public Works Maint-Vehicle</li> </ul>	<ul style="list-style-type: none"> <li>▪ Administrative Assistant</li> <li>▪ Assistant Forrester</li> </ul>	<p>Exec. Order 20-20 § 6(e); Exec. Order 20-20 § 6(f); Exec. Order 20-20 § 6(x))</p>

**EMERGENCY ADMINISTRATIVE ACTION 20-15  
ADOPTING TEMPORARY UTILITY BILLING POLICY**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley hereby adopts the attached Temporary Utility Billing Policy.

This policy will remain in effect until repealed or modified by subsequent City Manager or Council action.



Date: April 2, 2020

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Timothy J. Cruikshank, City Manager

# **City of Golden Valley**

## **Temporary Utility Billing Late Payment Policy**

### **Introduction**

The COVID-19 health pandemic has caused financial strain on many families, apartment owners, and commercial properties. The City of Golden Valley (the “City”) considers water a basic utility that is essential to the health and safety of its customers. Therefore, in response to the financial strain caused by the pandemic, the City implements the following policy to protect vulnerable customers from undue hardship.

### **Current Policy**

The City currently applies a 10% penalty to past-due quarterly residential utility bills and a 5% penalty to past-due monthly commercial and multi-family apartment utility bills. The City charges late penalties to incentivize prompt payment to ensure sufficient cash flow to cover the City’s costs to provide water, including: timely payment to the City’s water supplier, the City of Minneapolis; sewage and wastewater treatment charges to the Metropolitan Council Environmental Services (MCES); recycling fees; and other regular and emergency system maintenance costs.

Under current City policy, the Finance Director considers a number of factors when evaluating requests to waive penalties and late fees, including payment history, past penalties, and whether a past-due balance has been certified to the county in prior years. Even under ordinary circumstances, the City does not shut-off any utilities due to non-payment. The City uses a mechanism called certification once a year to recoup the outstanding balances through the property tax system.

### **New Policy**

Beginning April 1, 2020, the City will consider write offs of penalties and fees (collectively, “Late Fees”) according to the following framework:

- Customers may submit requests to waive Late Fees by calling 763-593-8010 or emailing [finance@goldenvalleymn.gov](mailto:finance@goldenvalleymn.gov).
- The Finance Director will consider and respond to all write off requests within 5 business days.
- Penalty and late fee waivers will be granted under this policy if all of the following are true:
  1. The customer is a residential customer that received a bill in the months of April, May, or June; or the customer is a commercial or multi-family apartment customer that received a bill in the month of May.
  2. The customer was assessed at least one Late Fee after March 1, 2020.
  3. The customer is experiencing a financial hardship.

The City will not consider requests for discounts or reductions in usage fees. Late fees assessed prior to March 1, 2020 are not eligible under this policy but may be considered under the City’s normal fee waiver policy. This policy shall remain in effect indefinitely until modified or terminated by City Manager or City Council action.

## **Payment Options**

Customers may continue to make payments by mail or by leaving payments in the drop box next to the front door of City Hall. Additionally, the City offers a no-cost online payment option for customers preferring to pay by credit or debit card (VISA, MasterCard, American Express, Discover), or by automatic withdrawal (ACH) from a checking or savings account. The system allows the customer to set up automatic monthly payment to help with their budget. Email [finance@goldenvalleymn.gov](mailto:finance@goldenvalleymn.gov) or call 763-593-8013 for additional information about payment options.

**EMERGENCY ADMINISTRATIVE ACTION 20-16  
DELAYING CERTAIN CITY PROJECTS**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City Manager of the City of Golden Valley recommends that the City Council delegate to the City Manager the authority to temporarily delay certain City Projects included in the 2020 budget, as may be required to ensure the efficient administration of the affairs of the City. The City Manager shall keep the City Council apprised of all such delays.

If adopted, this action will continue indefinitely until repealed or modified by the City Council.



Date: April 2, 2020

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Timothy J. Cruikshank, City Manager

**EMERGENCY ADMINISTRATIVE ACTION 20-17  
AUTHORIZING THE CITY MANAGER TO AMEND CLEANING CONTRACTS**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City Manager hereby recommends the City Council authorize the City Manager to negotiate and execute amendments to the City's existing cleaning and janitorial contracts. Such amendments shall adjust the cleaning schedule and services in a manner that ensures the safe, effective, and efficient cleaning of all City facilities in light of the increased risks created by the COVID-19 pandemic, and in light of the closure of various City facilities. Such amendments shall not increase the value of the existing janitorial service contracts by more than \$20,000.

If adopted, this authorization will continue indefinitely until repealed by subsequent City Manager or Council action.



Date: March 23, 2020

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Timothy J. Cruikshank, City Manager

**FIRST AMENDMENT TO  
CUSTODIAL SERVICES AGREEMENT BETWEEN  
CITY OF GOLDEN VALLEY & JANI-KING OF MINNESOTA, INC.**

**THIS FIRST AMENDMENT TO CUSTODIAL AGREEMENT BETWEEN THE CITY OF GOLDEN VALLEY & JANI-KING OF MINNESOTA, INC. (“First Amendment”)** is made effective as of March 23, 2020 (the **“Amendment Effective Date”**) by and between the City of Golden Valley (the **“City”**) and Jani-King of Minnesota, Inc. (the **“Contractor”**).

**WHEREAS**, the City and Contractor are parties to an Agreement for Custodial Services to provide cleaning services to the City’s main campus and fire stations, effective January 1, 2020 (the **“Agreement”**); and

**WHEREAS**, the parties desire to modify the Agreement as provided herein; and

**WHEREAS**, under the terms of the Agreement, upon the mutual written agreement of the City and Contractor, the terms of the Agreement may be modified; and

**WHEREAS**, the parties wish to amend the Agreement as set forth below.

**NOW THEREFORE**, the parties agree to amend the Agreement as follows, effective as of the Amendment Effective Date:

1. **Recitals**. The recitals set forth above are true and correct and are hereby incorporated herein by reference. Any capitalized terms used herein but not defined have the same meaning as that ascribed to them in the Agreement.
2. **Temporary Changes to the Services and Compensation**. Due to the COVID-19 pandemic and to protect the public health, the parties agree to temporarily modify the services and compensation as follows. The Services listed in the table below shall be collectively referred to herein as the **“Temporary Services.”**

Location	Description of Services	Cost
<b>City Hall</b>	<ul style="list-style-type: none"> <li>• Regular cleaning services shall be reduced to once per week.</li> <li>• Disinfectant services shall be provided once per week.</li> </ul>	\$312.72/month
<b>Vehicle Maintenance Building</b>	<ul style="list-style-type: none"> <li>• Regular cleaning services shall be suspended.</li> </ul>	\$0/month
<b>Utility Maintenance Building</b>	<ul style="list-style-type: none"> <li>• Regular cleaning services shall be suspended</li> </ul>	\$0/month
<b>Park Maintenance Building</b>	<ul style="list-style-type: none"> <li>• Regular cleaning services shall be suspended</li> </ul>	\$0/month

<b>Street Maintenance Building</b>	<ul style="list-style-type: none"> <li>Regular cleaning services shall be suspended</li> </ul>	\$0
<b>Public Safety Building</b>	<ul style="list-style-type: none"> <li>Regular cleaning services shall be provided Monday through Saturday.</li> <li>Disinfectant services shall be provided Monday through Saturday.</li> </ul>	\$1,848.54/month
<b>Fire Station 2</b>	<ul style="list-style-type: none"> <li>Regular cleaning services shall be provided 3 times per week.</li> <li>Disinfectant services shall be provided 3 times per week.</li> </ul>	\$660.00/month
<b>Fire Station 3</b>	<ul style="list-style-type: none"> <li>Regular cleaning services shall be provided 3 times per week.</li> <li>Disinfectant services shall be provided 3 times per week.</li> </ul>	\$568.77/month

- Disclaimer or Warranty for Contagions.** Contractor does not warrant or represent that the Temporary Services will prevent any person from becoming sick or contracting any infection or disease, and the City waives all claims that may arise against Contractor related to a person becoming sick or contracting any infection or disease in connection with the Temporary Services.
- Termination of Temporary Services.** The Temporary Services shall continue until terminated by the City. Upon such termination, the Services (as defined in the Agreement) shall resume and the City shall compensate the Contractor according to the fee schedule in the Agreement. The City shall provide 5 days' notice to Contractor of termination of the Temporary Services.
- Ratification.** Except as specifically provided in this Second Amendment, each and every provision of the Agreement, as amended through the date hereof, remains, and is, in all respects, in full force and effect.
- Miscellaneous.** (i) The provisions hereof are binding upon and inure to the benefit of the parties and their respective successors and assigns; and (ii) this First Amendment and the Agreement constitute the entire understanding between the parties in respect to the subject matter hereof.

**INTENDING TO BE LEGALLY BOUND HEREBY**, the parties have executed this First Amendment as evidenced by the signatures of their authorized representatives below.

**JANI-KING OF MINNESOTA, INC.**

By: \_\_\_\_\_

Print Name: Pat McBride

Title: Regional Director

**CITY OF GOLDEN VALLEY,  
A MINNESOTA MUNICIPAL CORPORATION**

By  \_\_\_\_\_  
Timothy J. Cruikshank, City Manager

**EMERGENCY ADMINISTRATIVE ACTION 20-18  
AUTHORIZING EMERGENCY PURCHASES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley authorizes the City Manager to make purchases required to respond to the COVID-19 pandemic, including but not limited to:

- Technology (hardware and software) required to allow City staff to work remotely
- Technology (hardware and software) required to facilitate electronic public meetings
- Cleaning, sanitation, and hygiene supplies
- Personal Protective Equipment (PPE)
- Other emergency office supplies
- Goods and services needed to support other emergency actions, as needed

This action will continue indefinitely until repealed or modified by subsequent City Manager or Council action.



Date: March 13, 2020

\_\_\_\_\_  
Timothy J. Cruikshank, City Manager

**EMERGENCY ADMINISTRATIVE ACTION 20-19  
RECOMMENDING ADOPTION OF REMOTE MEETING RULES**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City Manager of the City of Golden Valley recommends that the City Council adopt the attached Remote Meeting Rules of Order & Etiquette. If adopted, these rules shall apply to all public remote meetings of the City, including meetings of the City Council, the HRA, the Planning Commission, the Board of Zoning Appeals, the Civil Service Commission, the Human Rights Commission, the Human Services Commission, the Open Space and Recreation Commission, the Environmental Commission, and the Rising Tides Task Force.

If adopted, this action will continue indefinitely until repealed or modified by the City Council.



Date: April 2, 2020

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Timothy J. Cruikshank, City Manager

# CITY OF GOLDEN VALLEY RULES OF ORDER & ETIQUETTE FOR REMOTE PUBLIC MEETINGS

## **Before the Meeting**

Before the meeting, Members must:

- Call in 5 minutes before the meeting begins to ensure a functional and reliable connection to the meeting platform.
- Ensure their camera and microphone is working, their complete name is displayed on the screen, and if participating via video call, they are centered in the screen.
- Sit in a quiet place, free from interruptions.
- Sit in front of a suitable background, preferably blank, and not in front of a bright light or window.
- Thoroughly review the agenda and come prepared to participate.

## **Rules of Etiquette**

All Members shall observe the following rules of etiquette during Remote Meetings:

- Do not work on other tasks during the meeting. For remote meetings to run smoothly, all participants must be fully engaged.
- Mute yourself when you are not speaking to minimize interruptions and background noise.
- Turn off all notifications on your computer, cell phone, etc. Remember that keyboards and other sounds will be audible.
- If video stream is available, Members wishing to speak should raise their hands as usual. The Mayor/Chair will monitor the video screens and call on Members. If video stream is not available or if the Mayor/Chair cannot see Members raising their hands, Members should indicate their desire to speak by asking the Mayor/Chair for permission to speak during a break in the discussion.
- Keep side comments and unnecessary discussion to a minimum. **Do not interrupt other Members, staff, or the public.** The audio will not function well if multiple participants speak at the same time.
- Speak directly into or facing your microphone. If you cannot hear another participant or are having connection problems, tell the Mayor/Chair at the first opportunity, without interrupting the speaker.

## **Procedure & Rules of Order**

- The Mayor/Chair will call the meeting to order.
- The City Clerk/Staff Liaison will call the roll at the beginning of the meeting.
- After the roll, the City Clerk/Staff Liaison will announce staff attendees.
- The Mayor/Chair will run the meeting as usual, except that every vote will be made by roll call. The City Clerk/Staff Liaison will call the roll each time.

## Rules for Public Comment

The following rules apply to agenda items eligible for public comment:

- The Mayor/Chair shall state the matter to be heard.
- The Mayor/Chair shall call on staff to present the staff report. At the conclusion, the Members may ask questions of the staff.
- The Mayor/Chair shall call on the applicant (if applicable) to present. At the conclusion, the Members may ask questions of the applicant.
- Thereafter, the Mayor/Chair shall open the item for public comment and staff shall moderate the public comment period.
- Everyone who wishes will have a chance to address the body. Only one person may speak at a time. Each speaker will be allowed up to 3 minutes to address the body. The Chair shall keep the time and may allow a speaker a limited amount of time to finish if the time expires before a speaker finishes their comments. The City Clerk/Staff Liaison shall keep a record of all comments.
- All questions shall be addressed to the Mayor/Chair, not other Members, staff, or the public. Questions will be answered after all persons have had a chance to speak.
- There shall be no dialogue among the Members, staff or the public during the hearing or public comment. Members may ask questions of persons addressing the body in order to clarify a fact.
- No one will be given an opportunity to speak a second time until everyone has had an opportunity to speak initially. Any second presentations shall be limited to new information and not rebuttals.
- There will be no straw votes of people present.
- When the public comments are done, the Mayor/Chair will close the public comment section and all public call in lines will be muted. Members of the public may remain on the line to continue monitoring the meeting. Thereafter, the Mayor/Chair shall open the item for discussion of the body.

## Definitions

- **Council** means the Golden Valley City Council.
- **Members** means all elected and appointed members of the Council, Board of Zoning Appeals, Civil Service Commission, Environmental Commission, Human Rights Commission, Human Services Commission, Open Space and Recreation Commission, Planning Commission and Rising Tides Task Force.
- **Remote Meeting** means a public meeting held by the Council or a Board, Commission, or Task Force of the City of Golden Valley by telephone or other electronic means in accordance with Minn. Stat. § § 13D.02, 13D.021.



7800 Golden Valley Road  
Golden Valley, MN 55427

**EMERGENCY ADMINISTRATIVE ACTION 20-20  
CANCELLING BOARD & COMMISSIONS ANNUAL APPRECIATION DINNER**

Pursuant to Mayoral Proclamation and Council Resolution, effective March 17, 2020, the City of Golden Valley hereby cancels the 2020 Board & Commissions Annual Appreciation Dinner, scheduled for April 30, 2020.

A handwritten signature in black ink, consisting of several vertical strokes and a horizontal line at the bottom, positioned above a horizontal line.

Date: April 6, 2020

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Timothy J. Cruikshank, City Manager