

Agenda
Minnetonka City Council
Regular Meeting, Monday, Feb. 10, 2020
6:30 p.m.
Council Chambers

1. Call to Order
2. Pledge of Allegiance
3. Roll Call: Coakley-Kirk-Schack-Carter-Calvert-Schaeppi-Wiersum
4. Approval of Agenda
5. Approval of Minutes:
 - A. January 13, 2020 study session
6. Special Matters: None
7. Reports from City Manager & Council Members
8. Citizens Wishing to Discuss Matters Not on the Agenda
9. Bids and Purchases:
 - A. Opus Area Improvements project

Recommendation: Award the contract, delegate authority for project costs, and adopt the resolutions (4 votes)
10. Consent Agenda - Items Requiring a Majority Vote:
 - A. Agreement with the City of Wayzata to provide environmental health services

Recommendation: Approve the agreement (4 votes)
11. Consent Agenda - Items Requiring Five Votes: None
12. Introduction of Ordinances: None
13. Public Hearings: None

Minnetonka City Council meetings are broadcast live on Comcast: channel 16 (SD), channel 859 (HD); CenturyLink Prism: 238 (SD), 1238 (HD).
Replays of this meeting can be seen during the following days and times: Mondays, 6:30 p.m., Wednesdays, 6:30 p.m., Fridays, 12 p.m., Saturdays, 12 p.m. The city's website also offers video streaming of the council meeting.
For more information, please call 952.939.8200 or visit eminnetonka.com

14. Other Business:

- A. Resolution for the 2020 Twelve Oaks Center Drive/Parkers Lake Road Improvements

Recommendation: Adopt the resolution (4 votes)

- B. Resolution for the Excelsior Boulevard Trail project (Shady Oak Road to Baker Road)

Recommendation: Adopt the resolution (4 votes)

15. Appointments and Reappointments:

- A. Appointments to the senior advisory board

Recommendation: Approve the recommended appointments (4 votes)

16. Adjournment

**Staff Summary
City of Minnetonka
City Council Study Session
Monday, Jan. 13, 2020**

Council Present: Susan Carter, Bradley Schaeppi, Brian Kirk, Kissy Coakley, Deb Calvert, Rebecca Schack and Mayor Brad Wiersum.

Staff: GERALYN BARONE, MIKE FUNK, CORRINE HEINE, JULIE WISCHNACK and KYLE SALAGE

Mayor Brad Wiersum called the meeting to order at 6:30 p.m.

1. Report from the City Manager

Geralyn Barone provided an update on the public safety facilities improvement project. She noted council will be presented with an item on a future agenda regarding bonds for funding the project. The relocation of staff and meeting room conversion is scheduled to begin on Jan. 14, and the project itself is scheduled to begin on March 1. As part of this transition, both fire and police will be donating some equipment that is not needed.

Barone reported on upcoming city programs and events.

Barone noted she is working with Mike Funk to schedule a strategic planning meeting with a consultant. Once possible dates are determined, they will be sent out to council for feedback.

Council was encouraged to attend the League of Minnesota Cities' Elected Leaders Institute in Plymouth, scheduled to take place on January 24 and 25.

Wiersum commended the No Hate/No Fear event held at Temple Israel on Jan. 7.

2. Boards and Commissions Interviews

Council discussed the board and commission appointment process.

Council then interviewed ten candidates for vacancies on the Economic Development Advisory Commission, Park Board, and Planning Commission.

3. Update regarding Partners in Energy Program

Wischnack provided an update on the city's participation in Xcel Energy's Partners in Energy program. She gave an overview of the membership of the Energy Action Plan Team and gave highlights of the information covered in their first two meetings. She noted Xcel has commended the Energy Action Plan Team for being energetic and involved.

Barone added the Capital Improvement Plan will be presented in April, and directors were asked to place a focus on sustainability. She suggested council should be added to the notification list for the posting of Energy Action Plan Team agendas.

**Staff Summary
City of Minnetonka
City Council Study Session
Monday, Jan. 13, 2020**

4. Adjournment

Staff adjourned at 9:20 p.m.

Respectfully submitted,

Kyle Salage
Elections Specialist

**City Council Agenda Item #9A
Meeting of Feb. 10, 2020**

Brief Description: Opus Area Improvements project

Recommended Action: Award the contract, delegate authority for project costs, and adopt the resolutions

Introduction

On Nov. 18, 2019, the city council approved a resolution accepting plans and specifications and authorizing the advertisement for bids for the Opus Area Improvements Project for the reversal of Red Circle Drive and associated replacement of three bridges. This project is required to be constructed in conjunction with the Southwest Light Rail Transit (SWLRT) project, consistent with the SWLRT project layout and associated city council’s municipal consent process approvals. This layout is included as an attachment showing the work planned by the SWLRT in yellow and the work planned by the city in blue.

The three bridges allow grade separation for pedestrian trails through this area and are located at Red Circle Drive and Bren Road West, just west of Green Circle Drive. A figure has been provided to illustrate the bridges included with each project.

Currently, Red Circle Drive has a hazardous weave movement for traffic entering and exiting the Opus area. Traffic safety within this weave movement will continue to deteriorate as traffic increases due to SWLRT and future redevelopment. During review of the area prior to SWLRT, the city’s 2013 study concluded that a good option existed to remedy this weave movement by changing the flow of traffic on Red Circle Drive as vehicles enter the Opus area. This change would also require changing the traffic flow on Yellow Circle Drive. It further provided improved traffic flows with the proposed SWLRT and was included with the project.

Work associated with the bridge replacements and roadway work further includes relocation of existing water main, sanitary sewer and storm sewer.

Bid Opening

Bids were opened for the project on Jan. 7, 2020. Three bids were received in response to the call for bids and the results are as follows:

| Contractor | Total Bids |
|----------------------------|----------------|
| <i>Engineer’s Estimate</i> | \$3,533,052.55 |
| Meyer Contracting, Inc. | \$4,127,921.56 |
| S.M. Hentges & Sons, Inc. | \$4,466,337.05 |
| Rosti Construction Co. | \$4,595,120.50 |

The low bidder, Meyer Construction, Inc. has not worked in the city of Minnetonka in recent years; however, by reference, the company has satisfactorily completed projects in surrounding cities.

Funding

The total estimated construction cost, including engineering, administration, easement acquisition and contingency, is \$6,740,000. The table below shows the funding necessary for the project, which was originally included in the 2016-2020 CIP, updated in the 2017-2021 CIP and currently identified in the 2020-2024 CIP. Project costs have increased due to higher easement acquisition costs, construction inflation and small modifications to the project due to additional coordination with the SWLRT project.

The city will receive \$1,118,498 of grant funding from state bridge funding (Motor Vehicle Leased Sales Tax (MVLST)) for the three bridges associated with this project. Following the bids received, city staff worked with the state further to obtain an additional \$150,000 in grant funding for the project.

| | Budget Amount | Proposed Funding | Expense |
|--------------------------------|----------------------|-------------------------|--------------------|
| Construction Costs | | | \$4,130,000 |
| Contingency | | | \$410,000 |
| Engineering and Administration | | | \$1,000,000 |
| Easement Acquisition | | | \$1,200,000 |
| | | | |
| State Bridge Bonds | \$950,000 | \$1,100,000 | |
| State Aid Fund | \$1,500,000 | \$1,220,000 | |
| Street Improvement Fund | \$6,000,000 | \$3,680,000 | |
| Utility Fund | \$2,000,000 | \$410,000 | |
| Storm Water Fund | \$630,000 | \$330,000 | |
| Electric Franchise Fee | \$1,000,000 | \$0 | |
| Park and Trails Fund | \$250,000 | \$0 | |
| TOD Grant | \$250,000 | \$0 | |
| Total Budget | \$12,580,000 | \$6,740,000 | \$6,740,000 |

The budget amount shown above includes funding for trail, utility and trail lighting improvements, Green Oak Drive reversal, and street rehabilitation and street lighting upgrades that would be brought to council as future items. These items will continue to be coordinated with the SWLRT project. While the expense of this project has increased due to the current bidding climate, staff at this time finds the overall budget would still provide adequate funding for the remaining projects.

Easements

Council authorized easement acquisition for the project on March 14, 2016; however, the acquisition process was not finalized due to timing of the SWLRT project. Following the start of construction on the SWLRT project, the city resumed efforts on the needed easements.

Permanent and temporary easements are necessary from eight properties for this project. The formal easement acquisition process is in progress, which ensures that the needed easements will be acquired for the project.

Agreements

City staff was successful in obtaining \$1,118,498 in funding assistance for this project through the State of Minnesota's Local Bridge Replacement Grant Program. Two separate agreements are necessary with the Minnesota Department of Transportation (MnDOT) to define the grant requirements for this project. The city attorney has reviewed the attached agreements.

Schedule

To minimize traffic impacts to the area during construction, the timing of the bridge replacements is largely dependent on the schedule of the SWLRT project. Construction is anticipated to begin in May and be substantially complete by late fall; however, scheduling changes could occur due to needed coordination with the SWLRT project.

While public information regarding these improvements was included with the SWLRT's extensive educational efforts, a public informational meeting has been scheduled to communicate city project construction details, impacts, and to introduce construction staff associated with the project. The meeting is scheduled for March 18, 2020 and meeting details will be sent out later this month as the date gets closer.

A future project involving the replacement of the remaining seven bridges is currently programmed in the 2020-2024 CIP for 2020-2022. However, discussions regarding the schedule of the SWLRT project indicate that the replacement of the seven bridges will need to be delayed further due to conflicts with traffic operations and access to properties in the Opus area during the SWLRT construction. Updates to the CIP will be proposed during the next cycle for council's consideration.

Recommendation

- 1) Award the contract for the Opus Area Improvements Project No.14407 to Meyer Construction, Inc. in the amount of \$4,127,921.56.
- 2) Authorize the city engineer to expend the allocated funds for project costs, without further council approval, provided that the total project costs do not exceed the project budget of \$6,740,000.
- 3) Adopt the two attached resolutions authorizing execution of the Local Bridge Replacement Program Grant Agreements, subject to non-material changes as recommended by the city attorney.

Submitted through:

Geralyn Barone, City Manager
Will Manchester, Director of Public Works

Originated by:

Phil Olson, City Engineer

Resolution No. 2020-

**Resolution for grant agreement to state transportation fund (local bridge replacement program) grant terms and conditions
SAP 142-594-005 / SAP 142-594-006**

Be it resolved by the City Council of the City of Minnetonka, Minnesota as follows:

Section 1. Background.

- 1.01 The City of Minnetonka has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge Nos. 27C24 and 27C23; and
- 1.02 The Commissioner of Transportation has given notice that funding for this project is available; and
- 1.03 The amount of the grant has been determined to be \$769,775.88 by reason of the lowest responsible bid;

Section 2. Council Action.

- 2.02 The City of Minnetonka does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Adopted by the City Council of the City of Minnetonka, Minnesota, on February 10, 2020.

Brad Wiersum, Mayor

ATTEST:

Becky Koosman, City Clerk

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a meeting held on February 10, 2020.

Becky Koosman, City Clerk

Resolution No. 2020-

**Resolution for grant agreement to state transportation fund (local bridge replacement program) grant terms and conditions
SAP 142-148-006**

Be it resolved by the City Council of the City of Minnetonka, Minnesota as follows:

Section 1. Background.

1.01 The City of Minnetonka has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge Nos. 27C25; and

1.02 The Commissioner of Transportation has given notice that funding for this project is available; and

The amount of the grant has been determined to be \$348,722.23 by reason of the lowest responsible bid;

Section 2. Council Action.

2.02 The City of Minnetonka does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Adopted by the City Council of the City of Minnetonka, Minnesota, on Feb. 10, 2020.

Brad Wiersum, Mayor

ATTEST:

Becky Koosman, City Clerk

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

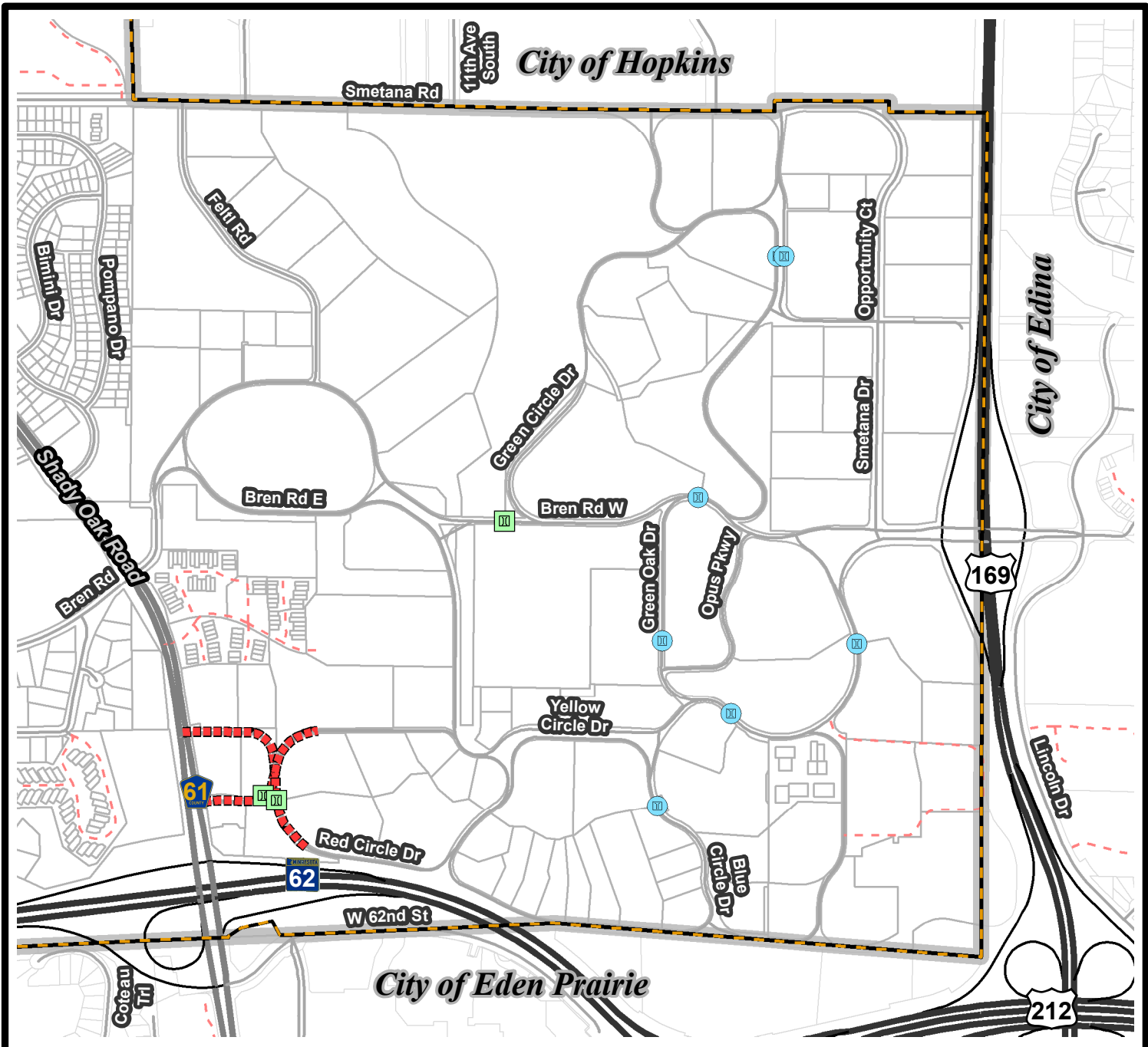
Abstained:

Absent:




Resolution adopted.

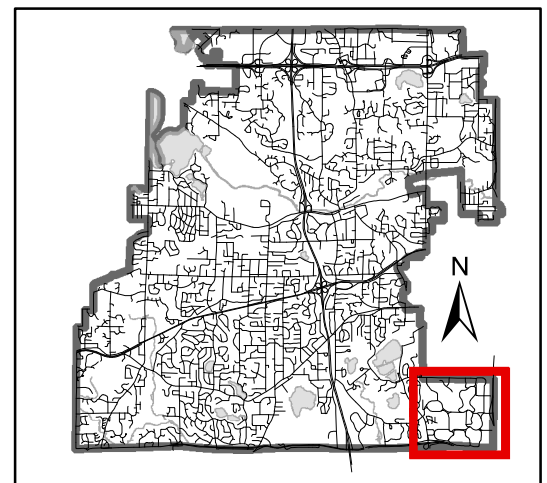
I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a meeting held on Feb. 10, 2020.

Becky Koosman, City Clerk



Legend

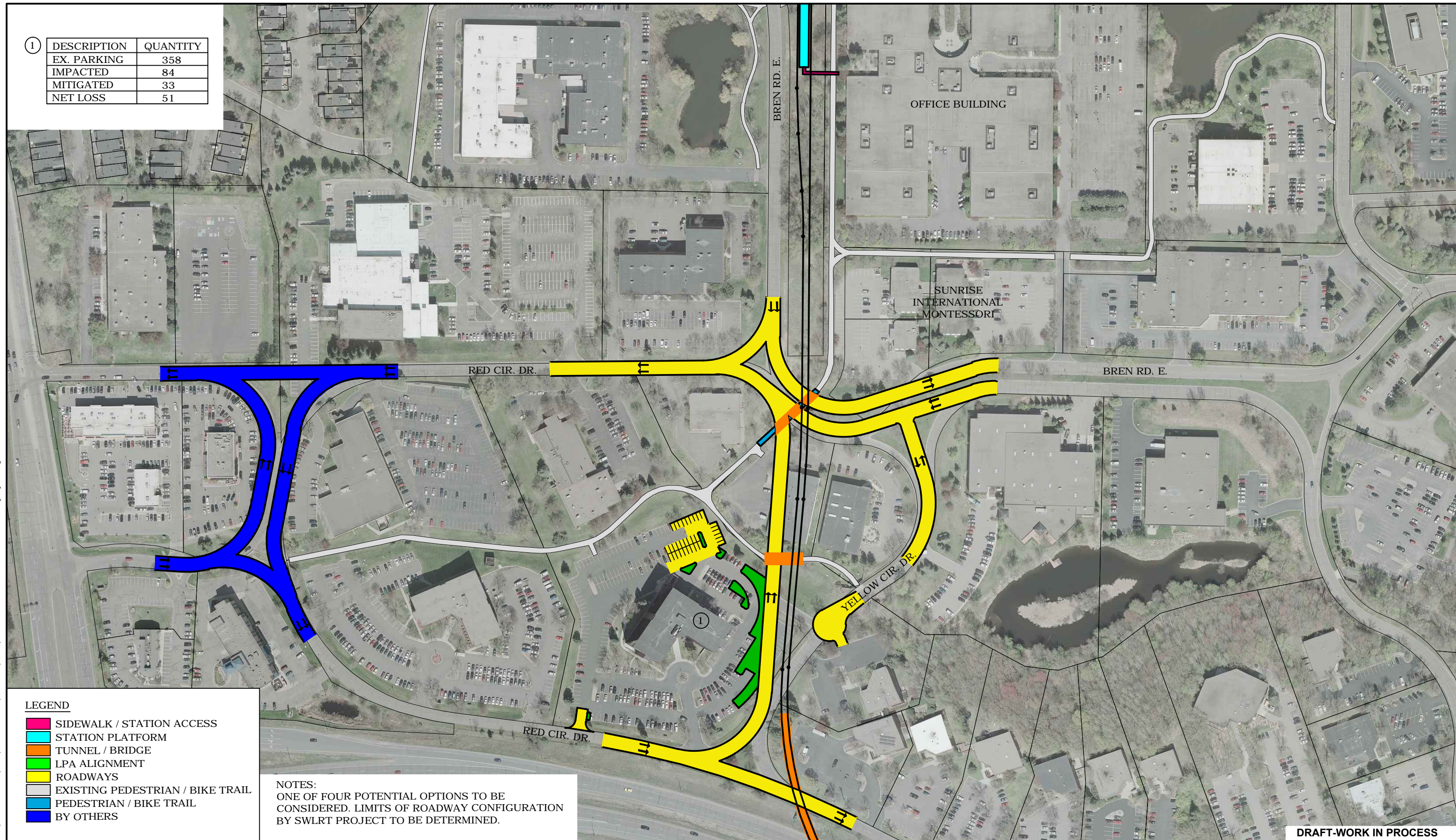
-  Bridge Replacement (3 Bridges)
-  Red Circle Drive Reversal
-  Future Bridge Replacement (7 Bridges)



This map is for illustrative purposes only.

May 15 2013 11:44 am V:\3200_PEC-W\CAD\SEGMENT-W2\EXHIBITS\CIVIL\XHB-CIV-OPUS STATION-2-PLAN.dwg By: YangDK

| ① | DESCRIPTION | QUANTITY |
|---|-------------|----------|
| | EX. PARKING | 358 |
| | IMPACTED | 84 |
| | MITIGATED | 33 |
| | NET LOSS | 51 |



LEGEND

- SIDEWALK / STATION ACCESS
- STATION PLATFORM
- TUNNEL / BRIDGE
- LPA ALIGNMENT
- ROADWAYS
- EXISTING PEDESTRIAN / BIKE TRAIL
- PEDESTRIAN / BIKE TRAIL
- BY OTHERS

NOTES:
 ONE OF FOUR POTENTIAL OPTIONS TO BE CONSIDERED. LIMITS OF ROADWAY CONFIGURATION BY SWLRT PROJECT TO BE DETERMINED.

DRAFT-WORK IN PROCESS

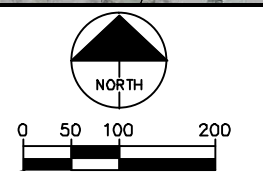


SOUTHWEST LIGHT RAIL

OPUS STATION
 ROAD OPTION 2 (MINNETONKA'S PROPOSED TRAFFIC FLOW REVERSAL)

DRAFT

IRT: #5
 REV: 2
 DATE : 05/15/2013



**STATE OF MINNESOTA
LOCAL BRIDGE REPLACEMENT PROGRAM
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

City of Minnetonka
14600 Minnetonka Boulevard
Minnetonka, MN 55345

Contact: Phil Olson

RECITALS

1. Minnesota Statutes § 297A.815, subd. 3(d) and § 174.50, subd. 6-7 authorize the State to enter into this agreement.
2. Grantee has been awarded Local Bridge Replacement Program funds under Minn. Stat. § 174.50, subd. 6-7.
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 1, 2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct one of more of the following activities in accordance with its grant application, which is attached to this Agreement as Exhibit B: (i) constructing or reconstructing a bridge, (ii) preliminary engineering and environmental studies authorized under Minn. Stat. Sec. 174.50, subdiv. 6a, (iii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iv) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.50, subd 6-7. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1. Grantee shall not use this grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$769,775.88.

4.2 Payment

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.

4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Patti Loken,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3803
patti.loken@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Phil Olson, City Engineer, 14600 Minnetonka Boulevard / Minnetonka, MN 55345, 952-939-8239, polson@minnetonkamn.gov. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8 Liability

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 Termination; Suspension

13.1 Termination by the State. The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

13.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

16 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any

work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 **Additional Provisions**

18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat.§. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project

18.2 **E-Verification.** Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order

[The remainder of this page has intentionally been left blank.]

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: State Aid Programs Engineer

Date: _____

**DEPARTMENT OF TRANSPORTATION
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A-1

SOURCES AND USES OF FUNDS SCHEDULE
 SAP 142-594-005

SOURCES OF FUNDS

| Entity Supplying Funds | Amount |
|-----------------------------|------------------------|
| State Funds: | |
| LBRP Grant | \$ <u>384,887.94</u> |
| Other: | |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| Subtotal | \$ <u>384,887.94</u> |
| Public Entity Funds: | |
| Matching Funds | \$ _____ |
| Other: | |
| Local | \$ <u>1,038,601.91</u> |
| _____ | \$ _____ |
| _____ | \$ _____ |
| Subtotal | \$ <u>1,038,601.91</u> |
| TOTAL FUNDS | \$ <u>1,423,489.85</u> |

USES OF FUNDS

| Expenses | Amount |
|--|------------------------|
| Items Paid for with LBRP | |
| Grant Funds: | |
| Bridge Construction | \$ <u>357,080.84</u> |
| Roadway Construction | \$ <u>27,807.10</u> |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| Subtotal | \$ <u>384,887.94</u> |
| Items paid for with Non-LBRP Grant Funds: | |
| Bridge Construction | \$ <u>21,111.13</u> |
| Roadway Construction | \$ <u>913,248.10</u> |
| Turf & Erosion | \$ <u>104,242.68</u> |
| _____ | \$ _____ |
| Subtotal | \$ <u>1,038,601.91</u> |
| TOTAL PROJECT COSTS | \$ <u>1,423,489.85</u> |

=

EXHIBIT A-2

SOURCES AND USES OF FUNDS SCHEDULE
 SAP 142-594-006

| SOURCES OF FUNDS | | USES OF FUNDS | |
|-------------------------------|------------------------|---------------------------------|------------------------|
| Entity Supplying Funds | Amount | Expenses | Amount |
| State Funds: | | Items Paid for with LBRP | |
| LBRP Grant | \$ <u>384,887.94</u> | Grant Funds: | |
| Other: | | Bridge Construction | \$ <u>357,080.84</u> |
| _____ | \$ _____ | Roadway Construction | \$ <u>27,807.10</u> |
| _____ | \$ _____ | _____ | \$ _____ |
| _____ | \$ _____ | _____ | \$ _____ |
| Subtotal | \$ <u>384,887.94</u> | Subtotal | \$ <u>384,887.94</u> |
| Public Entity Funds: | | Items paid for with Non- | |
| Matching Funds | \$ _____ | LBRP Grant Funds: | |
| Other: | | Bridge Construction | \$ <u>21,111.13</u> |
| Local | \$ <u>1,038,601.91</u> | Roadway Construction | \$ <u>913,248.10</u> |
| _____ | \$ _____ | Turf & Erosion | \$ <u>104,242.68</u> |
| _____ | \$ _____ | _____ | |
| Subtotal | \$ <u>1,038,601.91</u> | Subtotal | \$ <u>1,038,601.91</u> |
| TOTAL FUNDS | \$ <u>1,423,489.85</u> | TOTAL PROJECT COSTS | \$ <u>1,423,489.85</u> |

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

**RESOLUTION NO. 2020-
RESOLUTION FOR GRANT AGREEMENT TO STATE TRANSPORTATION FUND
(LOCAL BRIDGE REPLACEMENT PROGRAM)
GRANT TERMS AND CONDITIONS
SAP 142-594-005 / SAP 142-594-006**

Be it resolved by the City Council of the City of Minnetonka, Minnesota as follows:

Section 1. Background.

- 1.01 The City of Minnetonka has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge Nos. 27C24 and 27C23; and
- 1.02 The Commissioner of Transportation has given notice that funding for this project is available; and
- 1.03 The amount of the grant has been determined to be \$769,775.88 by reason of the lowest responsible bid;

Section 2. Council Action.

- 2.02 The City of Minnetonka does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Adopted by the City Council of the City of Minnetonka, Minnesota, on February 10, 2020.

Brad Wiersum, Mayor

ATTEST:

Becky Koosman, City Clerk

ACTION ON THIS RESOLUTION:

Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:
Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a meeting held on February 10, 2020.

Becky Koosman, City Clerk

**STATE OF MINNESOTA
LOCAL BRIDGE REPLACEMENT PROGRAM
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

City of Minnetonka
14600 Minnetonka Boulevard
Minnetonka, MN 55345

Contact: Phil Olson

RECITALS

1. Minnesota Statutes § 297A.815, subd. 3(d) and § 174.50, subd. 6-7 authorize the State to enter into this agreement.
2. Grantee has been awarded Local Bridge Replacement Program funds under Minn. Stat. § 174.50, subd. 6-7.
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 1, 2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct one of more of the following activities in accordance with its grant application, which is attached to this Agreement as Exhibit B: (i) constructing or reconstructing a bridge, (ii) preliminary engineering and environmental studies authorized under Minn. Stat. Sec. 174.50, subdiv. 6a, (iii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iv) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.50, subd 6-7. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1. Grantee shall not use this grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$348,722.23.

4.2 Payment

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.

4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Patti Loken,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3803
patti.loken@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Phil Olson, City Engineer, 14600 Minnetonka Boulevard / Minnetonka, MN 55345, 952-939-8239, polson@minnetonkamn.gov. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8 Liability

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 Termination; Suspension

13.1 Termination by the State. The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

13.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

16 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any

work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 **Additional Provisions**

18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project

18.2 **E-Verification.** Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order

[The remainder of this page has intentionally been left blank.]

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: State Aid Programs Engineer

Date: _____

**DEPARTMENT OF TRANSPORTATION
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE
 SAP 142-148-006

SOURCES OF FUNDS

| Entity Supplying Funds | Amount |
|-------------------------------|------------------------|
| State Funds: | |
| LBRP Grant | \$ <u>348,722.23</u> |
| Other: | |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| Subtotal | \$ <u>348,722.23</u> |
| Public Entity Funds: | |
| Matching Funds | |
| Local | \$ <u>21,876.65</u> |
| State Aid | \$ <u>910,343.00</u> |
| _____ | |
| Subtotal | \$ <u>932,219.65</u> |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL FUNDS | \$ <u>1,280,941.88</u> |

USES OF FUNDS

| Expenses | Amount |
|--|------------------------|
| Items Paid for with LBRP | |
| Grant Funds: | |
| Bridge Construction | \$ <u>333,466.78</u> |
| Road Construction | \$ <u>15,255.45</u> |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| Subtotal | \$ <u>348,722.23</u> |
| Items paid for with Non-LBRP Grant Funds: | |
| Bridge Construction | \$ <u>357,979.45</u> |
| Road Construction | \$ <u>503,078.51</u> |
| Storm Sewer | \$ <u>18,632.09</u> |
| Turf & Erosion | \$ <u>52,529.60</u> |
| _____ | |
| Subtotal | \$ <u>932,219.65</u> |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL PROJECT COSTS | \$ <u>1,280,941.88</u> |

=

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

**RESOLUTION NO. 2020-
RESOLUTION FOR GRANT AGREEMENT TO STATE TRANSPORTATION FUND
(LOCAL BRIDGE REPLACEMENT PROGRAM)
GRANT TERMS AND CONDITIONS
SAP 142-148-006**

Be it resolved by the City Council of the City of Minnetonka, Minnesota as follows:

Section 1. Background.

- 1.01 The City of Minnetonka has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge Nos. 27C25; and
- 1.02 The Commissioner of Transportation has given notice that funding for this project is available; and
- 1.03 The amount of the grant has been determined to be \$348,722.23 by reason of the lowest responsible bid;

Section 2. Council Action.

- 2.02 The City of Minnetonka does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Adopted by the City Council of the City of Minnetonka, Minnesota, on February 10, 2020.

Brad Wiersum, Mayor

ATTEST:

Becky Koosman, City Clerk

ACTION ON THIS RESOLUTION:

Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:
Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a meeting held on February 10, 2020.

Becky Koosman, City Clerk

City Council Agenda Item #10A
Meeting of Feb. 10, 2020

Brief Description Agreement with the City of Wayzata to provide environmental health services

Recommendation Approve the agreement

Background

The City of Minnetonka has provided environmental health services to the City of Wayzata since the original agreement was approved on Aug. 6, 2007. During Minnetonka's 2020 budget discussions, staff raised the possibility of discontinuing this relationship due to more time-consuming requirements of an updated Minnesota Food Code and internal personnel changes. An alternative was to work collaboratively with Wayzata to maintain the relationship while more fairly compensating Minnetonka for its services.

Staff was able to reach consensus with Wayzata to continue the collaboration and updated the agreement between the two cities to ensure that it is consistent with other city agreements. The per hour reimbursement has not increased since Dec. 2008. Under the updated agreement, the hourly reimbursement would increase from \$77 to \$95 per hour. Staff is pleased with this increase, as it will address the expenses that Minnetonka incurs through administering the environmental health services program for Wayzata. Minnetonka will continue to work with Wayzata on a regular basis to evaluate and ensure all environmental health services and fees to recover costs are met moving forward.

Recommendation

Approve the agreement with the City of Wayzata to provide environmental health services.

Submitted through:

Geraldyn Barone, City Manager
Julie Wischnack, AICP, Community Development Director

Originated by:

John Weinand, Code Compliance Manager

AGREEMENT FOR ENVIRONMENTAL HEALTH SERVICES

This agreement is made by the City of Wayzata ("Wayzata") and the City of Minnetonka ("Minnetonka"), both of which are Minnesota municipal corporations.

Wayzata has requested that Minnetonka conduct on its behalf certain environmental health services that are authorized for local municipalities. Minnetonka agrees to conduct these services based on certain conditions. This agreement is authorized by Minn. Stat. Sec. 471.59, subd. 1. Wayzata and Minnetonka previously entered into an agreement regarding this matter, which agreement is rescinded and replaced by this agreement.

Accordingly, the parties agree that Minnetonka will provide certain environmental health services for Wayzata subject to the following conditions:

1. **Definition of Code.** For purposes of this agreement, the "Code" administered and enforced under this agreement means the Minnesota rules governing food, lodging, and pools, Minnesota Rules Chapters 4625, 4626, and 4717, and related state statutes, as they may be amended from time to time.
2. **Adoption of Code.** Wayzata agrees to adopt by ordinance the Code as defined above, and to keep the ordinances current as state amendments are adopted. Minnetonka will inform Wayzata whenever the ordinances must be revised to include amendments.
3. **Environmental Health Services.** The services to be provided by Minnetonka include pre-construction plan review and on-site construction inspections for all food, beverage, and lodging establishments licensed by the Wayzata, as required for enforcement and administration of the Code. Additionally, Minnetonka will provide on-site construction inspections for all new and remodeled commercial pools (plan review is completed by Minnesota Department of Health on commercial pools). These services will be performed by the Minnetonka environmental health supervisor or by a qualified environmental health employee working under the environmental health supervisor's direct supervision ("Environmental Health Staff"). Wayzata may identify one of the Environmental Health Staff as one of their staff members, but the person will remain an employee of Minnetonka for all salary, benefit, and other employment-related matters as provided in paragraph 8 below.
4. **Responsibilities.** Each party will have the responsibilities noted below.
 - A) Wayzata will:
 1. administer and process all licenses for food, beverage, and lodging establishments, and public swimming pools;

2. coordinate all permit approval and issuance of the certificate of occupancies for construction of new or remodeled food, beverage, and lodging establishments, which are licensed by Wayzata;
3. issue all permits and collect environmental health plan review fees for construction of new or remodeled food, beverage, and lodging establishments, which are licensed by Wayzata;
4. maintain permanent licensing records and update Minnetonka when new licenses are issued; and
5. prosecute all violations.

B) Minnetonka will:

1. perform all environmental health pre-construction plan reviews;
2. perform all environmental health construction and routine/follow-up inspections required for Code enforcement;
3. maintain inspections reports and other information for the permanent records and provide copies for Wayzata;
4. assist Wayzata in all Code violation prosecutions with the environmental health staff time, records, and expert information. Inspection services provided under paragraph 12(C) below will be compensated separately as provided;
5. assist Wayzata in providing general environmental health information to citizens as requested; and
6. subject to 12(C) below, provide other inspection services or technical recommendations related to Code matters as may from time to time be requested by Wayzata.

5. ***Procedure for Code Administration***

- A) Wayzata will process all plans, collect plan review fees, and review all architectural drawings, specifications and site plans and certify to the Minnetonka environmental health supervisor that these are in compliance with applicable zoning and land use ordinances.
- B) The Minnetonka Environmental Health Staff will review the establishment construction plans for conformance with the Code and approve or disapprove them, indicating reasons for any disapproval, and advise Wayzata of their decision.

- C) After plan approval, Wayzata will issue the building permit, collect the plan review fee and the local and regional fees, and notify Minnetonka of the permit date, number and other pertinent information.
 - D) The Environmental Health Staff will perform required inspections and notify Wayzata of the progress, any violations, and final completion.
 - E) After final approval and compliance with all other local requirements, Wayzata will issue the certificate of occupancy.
6. **Inspection Administration.** The daily administration of the environmental health inspection services rendered pursuant to this agreement will be under the sole direction of Minnetonka, but the Environmental Health Staff will consult with Wayzata regarding policy and guidelines. Minnetonka agrees that it will incorporate the Wayzata workload into its daily Minnetonka workload and will provide services to Wayzata that are equal in quality to the services provided in Minnetonka. Minnetonka further agrees that in an environmental health emergency arising in both cities, Minnetonka will allocate staff and provide an appropriate response based on the level of risk, not on political boundaries. The services will generally be performed at the city offices of Minnetonka, except for required on-site inspections and as otherwise appropriate or agreed between the parties. Minnetonka will submit to Wayzata a monthly report of services rendered and charges due, in such form and detail as Wayzata may reasonably require.
7. **Authority of Inspection Personnel.** Wayzata specifically grants the Minnetonka Environmental Health Staff the authority to administer and enforce the Code as provided by this agreement.
8. **Employees of Minnetonka.** The Environmental Health Staff will be employees of Minnetonka, and Minnetonka assumes all obligations arising out of that employment relationship.
9. **Equipment and Supplies.** Minnetonka will provide the necessary supplies, equipment and vehicles to the Environmental Health Staff, except that Wayzata will provide any necessary supplies that must be specially printed for Wayzata, such as inspection forms, etc.
10. **Exchange of Data.** The parties will provide all information, data, and reports necessary for the environmental health services to each other without charge. The parties will cooperate with each other in every way possible to assist in the provision of these services.
11. **Confidentiality.** Minnetonka will maintain the confidentiality and privacy of documents Wayzata provides, in accordance with the Minnesota Data Practices Act.

12. **Fees.** For the services described above, Wayzata will pay Minnetonka within 35 days after receiving a written invoice as follows:

A) Environmental Health Inspection Services

Wayzata will pay Minnetonka \$95.00 per hour for environmental health inspections.

B) Plan Review Services

Wayzata will pay Minnetonka \$95.00 per hour for its plan review services. This fee will be paid by Wayzata only when Minnetonka reviews plans to meet the requirements of the Code (plan review is completed by Minnesota Department of Health on commercial pools).

C) Other Inspection Services

Upon request by Wayzata, the Environmental Health Staff will assist Wayzata in other inspection services, such as garbage houses, housing code enforcement, and compliance inspections, which services will be paid on the hourly basis noted above.

13. **Indemnification.** Minnetonka agrees to defend, indemnify, and hold harmless Wayzata against any and all claims, liability, loss, damage, or expense arising under the provisions of this agreement and caused by or resulting from negligent acts or omissions of Minnetonka, its employees or agents. Wayzata agrees to defend, indemnify, and hold harmless Minnetonka against any and all claims, liability, loss, damage, or expense arising under the provisions of this agreement and caused by or resulting from negligent acts or omissions of Wayzata, its employees or agents. The parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this agreement may be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. Under no circumstances may a party be required to pay on behalf of itself and the other party any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for both parties may not be added together to determine the maximum amount of liability for either party. The intent of this paragraph is to impose on each party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

14. **Insurance.** During the entire term of this agreement, each party will maintain comprehensive general liability insurance in amounts sufficient to cover the

maximum liability limits provided by state law which arises directly or indirectly from the provision of services pursuant to this agreement. This insurance must include coverage of the indemnification obligation in paragraph 13 above.

15. **Term.** Notwithstanding the date of execution, this agreement will begin January 1, 2020, and will continue in effect until terminated as provided below.
16. **Termination.** Either party may terminate this agreement if the other fails to perform the services or pay the fees provided for in this agreement by giving 30 days advance written notice of termination to the other party. Either party may terminate this agreement without cause by giving 90 days advance written notice of termination to the other party. Wayzata must pay for all services rendered after the termination date that might be necessarily incurred to complete work begun before the termination date.
17. **Renegotiation.** After June 1 of each year the parties will analyze the fees to determine if they accurately reflect the costs incurred by Minnetonka in providing the services to Wayzata. The parties agree to negotiate in good faith a revision in the fee structure when appropriate.
18. **Amendment.** This agreement may be amended only in writing signed by both parties.
19. **Notices.** All notices required or permitted in this agreement and required to be in writing must be given by first class mail addressed to the relevant City at its City Hall.

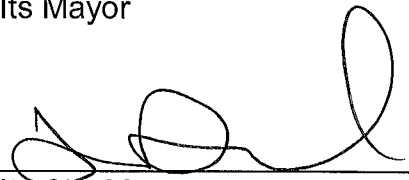
CITY OF MINNETONKA

CITY OF WAYZATA

By _____
Its Mayor

By 
Its Mayor

And _____
Its City Manager

And 
Its City Manager

Dated: _____

Dated: 1/21/2020

**City Council Agenda Item #14A
Meeting of Feb. 10, 2020**

Brief Description: Resolution for the 2020 Twelve Oaks Center Drive/Parkers Lake Road Improvements

Recommended Action: Adopt the resolution

Introduction

On September 16, 2019, the city council adopted a resolution accepting the Feasibility Report and authorizing the preparation of plans and specifications for the 2020 Twelve Oaks Center Drive/Parkers Lake Road Improvements. As shown on the attached map, this project is located on Twelve Oaks Center Drive between Wayzata Boulevard and Carlson Parkway, and Parkers Lake Road between Twelve Oaks Center Drive and Kingsview Lake North.

The 2020 Twelve Oaks Center Drive/Parkers Lake Road Improvements project proposes street and utility improvements to correct deficiencies of the aged street and underlying utilities. The proposed improvements also provide new pedestrian facilities, including trails and sidewalks.

Background

The 2020 street rehabilitation project on Twelve Oaks Center Drive and Parkers Lake Road was selected based on street condition and known deficiencies of the underlying utilities. The street conditions have deteriorated as a result of both age, limited storm sewer facilities and patching related to utility failures.

Proposed Improvements

Street and Pedestrian Improvements

On Twelve Oaks Center Drive, a full roadway reconstruction with new curb and gutter is proposed from Wayzata Boulevard to Parkers Lake Road. The width of the existing roadway surface in this section is generally 36 feet and is proposed to be reduced to 28 feet in order to accommodate the addition of a sidewalk on the west and north side of the roadway. This will allow for limited increase of new paved surfaces by working within the limits of the current pavement areas.

On Twelve Oaks Center Drive from Parkers Lake Road to Carlson Parkway, a full roadway reconstruction and spot replacement of the curb and gutter is proposed. Striping will be utilized to better define traffic flows and provide dedicated turn lanes. An off-street trail is proposed on the north side to connect the 2019 improvements at Carlson Parkway to the proposed off-street trail on Parkers Lake Road.

On Parkers Lake Road, from Twelve Oaks Center Drive to Kingsview Lane North, a full roadway reconstruction with new curb and gutter is proposed. The width of the existing roadway surface in this section is generally 32 feet and is proposed to be reduced to 26 feet in order to accommodate the addition of an off-street trail on the west side of the roadway. This will again allow for limited increase of new paved surfaces by working within the limits of the current pavement areas.

Utilities

Water main is proposed to be replaced throughout the Twelve Oaks Center Drive area and the easement area located in the rear of the commercial properties as shown in the feasibility report. Due to the recent water main break history and aging infrastructure, the water main is proposed to be replaced either by open-cut method or cured-in-place-pipe (CIPP) lining. Lining is proposed in the easement area as the selected method for this application based on lower cost, being less invasive to the existing landscaping and reducing the amount of trees required to be removed.

Sanitary sewer is in fairly good condition, but does require CIPP lining and replacement of manhole castings to eliminate water inflow and infiltration throughout the Twelve Oaks Center Drive area, including the easement area located in the rear of the commercial properties.

Storm sewer improvements include additional surface drains where needed in the roadway and new pipe to improve conveyance of storm water. Sediment collection structures will be installed to improve water quality near outlet structures and overall drainage patterns will remain the same as the current conditions. The failing weir on the east side of Parkers Lake Road will be replaced. Areas of isolated private drainage concerns were reviewed with property owners during final design, and the improvements to the street and storm sewer system will address these concerns.

Twelve Oaks Center Drive has existing private street lighting on the east and south sides of the roadway between Wayzata Boulevard and Parkers Lake Road. Construction impacts to these lights are not anticipated and therefore no replacement of these lights are proposed with this project.

No additional public street lighting is proposed to be added to Parkers Lake Road. In order to accommodate the addition of the multi-use trail, some existing street lights may however need to be relocated.

The project also proposes burial of overhead utility lines along the east side of Parkers Lake Road. Staff is continuing to work with Xcel Energy to finalize burial costs and an agreement for this work will be considered by council at a future date. Additionally, in an effort to coordinate and complete the burial work as efficiently as possible, isolated areas of tree removal may need to occur prior to roadway and utility construction.

Easement Acquisition

Permanent easement acquisition is not necessary with this project; however, there may be temporary easements pursued during construction to minimize private property and landscaping impacts. Individual property owners will be contacted directly as necessary.

Public Input

Separate informational meetings were held with the affected neighborhood businesses and residents on July 24, 2019. Eleven residents and four business owners out of 104 invited properties attended the two meetings. At the meetings, staff presented a concept layout that incorporated proposed streets, storm sewer, utility work and new pedestrian improvements. Staff discussed rehabilitation projects of this type which require open-cut excavations that are

very intensive and disruptive to access in and out of the neighborhood due to the extent of the excavations required. Also, the project will require tree removal and disruptions to utility service. Residents and business owners were generally supportive of the project, including the reduced roadway widths to allow for new pedestrian improvements.

Staff continues to promote and direct residents as well as others who work in the area to sign up for project updates on the city's website. Updates regarding the project will be sent as appropriate, including the recent notification of council's review of this project's proposed action.

Parking, Pedestrian and Bike Considerations

Questions and comments were raised during and after the informational meeting in regards to reducing the road widths and adding pedestrian facilities. Following this feedback, the city completed pedestrian, bike, and parking counts on Twelve Oaks Center Drive and Parkers Lake Road to ensure that each need was appropriately considered with this project. Results from the counts confirmed the number of pedestrians and bicyclists in the area and indicated a need to provide facilities for both uses.

The sidewalk on Twelve Oaks Center Drive is proposed on the north and west side of the roadway. Although this design does require some pedestrians to cross the road, it provides an easy connection to Parkers Lake Road and Carlson Parkway. The sidewalk also accommodates future extensions to the west if additional redevelopment occurs or pedestrian facilities are desired along Wayzata Boulevard.

Bikes will be able to travel on the new trail on Parkers Lake Road, although many advanced bicyclists prefer on-road riding. Ideally, additional shoulder space would be established for on-road bikes; however, in an effort to reduce impacts to trees, driveways, landscaping and minimize storm sewer runoff, staff is recommending that on-road bikers share the roadway with vehicles in this area. A six-foot sidewalk will be added on Twelve Oaks Center Drive to accommodate pedestrians.

Specific concerns were raised regarding if parking would be restricted as a result of the narrower street. Parking is not proposed to be restricted as part of the project; however, staff acknowledged at the meeting that shoulders would be reduced to a typical city street section. Parking on Twelve Oaks Center Drive is not commonplace today, as verified in the Parking Utilization Study that was included with the Feasibility Report. When asked if parking was common or a problem, the general consensus of residents and business owners at the meeting was that parking is not common and special accommodations for a designated parking area are not necessary.

At the meeting, staff further presented information on the different ways to stay informed during construction. Staff has been using various strategies to provide updates for other city projects and will continue to do so for this one, including signage, text alerts, email updates, citizen alerts and newsletters.

Estimated Project Costs and Funding

The total estimated construction cost, including engineering, administration and contingency, is \$4,900,000. The budgeted amount for the project is shown below and is included in the 2020 –

2024 Capital Improvements Program (CIP). Fund balances currently can support the estimated project costs.

| | Budget Amount | Proposed Funding | Expense |
|---|----------------------|-------------------------|--------------------|
| Construction Costs | | | \$3,500,000 |
| Contingencies | | | \$350,000 |
| Engineering, Administration, and Indirect Costs | | | \$550,000 |
| Overhead Power Burial | | | \$500,000 |
| | | | |
| Street Improvement Fund | \$2,300,000 | \$2,300,000 | |
| Utility Fund | \$1,400,000 | \$1,400,000 | |
| Storm Sewer Fund | \$700,000 | \$700,000 | |
| Electric Franchise Fund | \$500,000 | \$500,000 | |
| Total Budget | \$4,900,000 | \$4,900,000 | \$4,900,000 |

Schedule

If the recommended actions are approved by council, staff is planning to open bids on March 13 with intentions of council consideration to award the contract on April 6. Construction will begin in the spring.

Recommendation

Adopt the attached resolution accepting plans and specifications and authorizing the advertisement for bids for the 2020 Twelve Oaks Center Drive/Parkers Lake Road Improvements Project No. 20401.

Submitted through:

Geralyn Barone, City Manager
 Will Manchester, PE, Director of Public Works
 Phil Olson, PE, City Engineer
 Darin Nelson, Finance Director

Originated by:

Chris Long, PE, Assistant City Engineer

Resolution No. 2020-

**Resolution accepting plans and specifications and authorizing the advertisement for bids
for the 2020 Twelve Oaks Center Drive/Parkers Lake Road Project No. 20401**

Be It Resolved by the City Council of the City of Minnetonka, Minnesota as follows:

Section 1. Background.

- 1.01. Pursuant to city council authorization on September 16, 2019, plans and specifications have been prepared by and/or under the direction of the city engineer who is a Licensed Professional Engineer in the State of Minnesota for the 2020 Twelve Oaks Center Drive/Parkers Lake Road Improvements, Project No. 20401
- 1.02. The plans and specifications for the construction of the aforementioned project have been presented to the city council for approval.

Section 2. Council Action.

- 2.01. The plans and specifications, copies of which are on file in the engineering department, are hereby accepted upon the recommendation of the city engineer.
- 2.02. The city clerk shall prepare and cause to be inserted in the official newspaper and in Finance & Commerce an advertisement for bids for the making of such improvements under such approved plans and specifications. The advertisement shall specify the work to be done, shall state that bids will be opened and read aloud in the Council Chambers at the Minnetonka City Hall, and that no bids will be considered unless sealed and filed with the clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check made payable to the city clerk for five (5) percent of the amount of the bid.

Adopted by the City Council of the City of Minnetonka, Minnesota, on February 10, 2020.

Brad Wiersum, Mayor

Attest:

Becky Koosman, City Clerk

Action on This Resolution:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

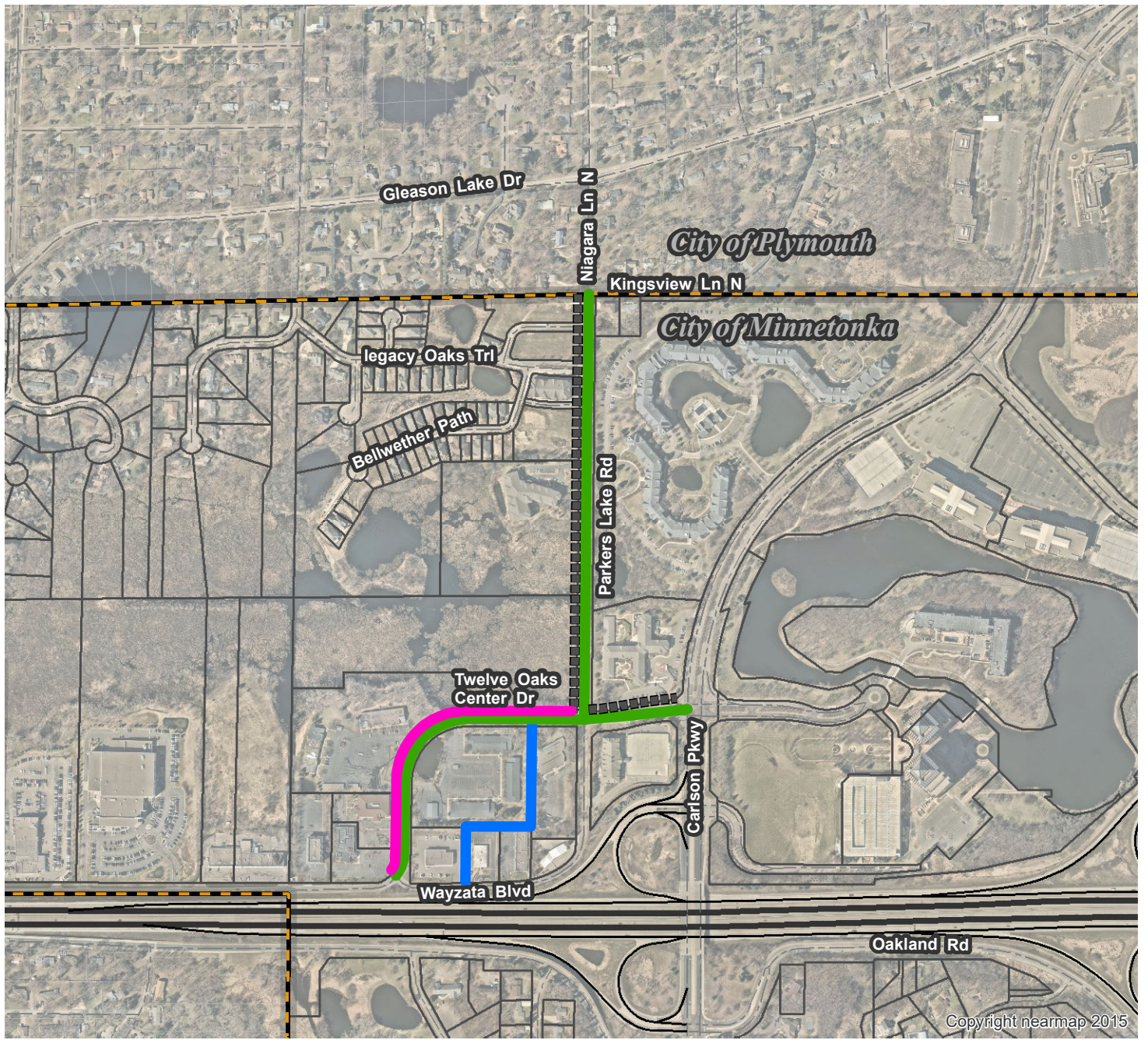
Absent:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held on February 10, 2020.

Becky Koosman, City Clerk

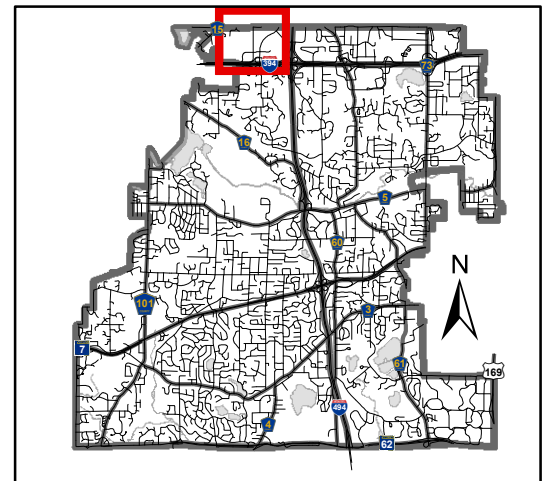
2020 Street Rehabilitation Funding Summary

| Funding Sources | | Estimated Funding | | Estimated Funding | Balance |
|---|---------------------|--------------------------|---------------------|-------------------|----------|
| | 2020 CIP | Twelve Oaks/Parkers Lake | Mill and Overlays | | |
| Street Improvement Fund -Local Street Rehab | \$ 4,950,000 | \$ 2,300,000 | \$ 2,650,000 | \$ | - |
| Storm Sewer Fund | \$ 700,000 | \$ 700,000 | \$ - | \$ | - |
| Utility Fund | \$ 1,650,000 | \$ 1,400,000 | \$ 250,000 | \$ | - |
| Electric Franchise Fund | \$ 500,000 | \$ 500,000 | | \$ | - |
| Total Project Cost | \$ 7,800,000 | \$ 4,900,000 | \$ 2,900,000 | \$ | - |



2020 Twelve Oaks Center Dr & Parkers Lake Rd Improvements

- ■ ■ ■ ■ Proposed Bituminous Trail
- █ Proposed Concrete Sidewalk
- █ Proposed Street and Utility Improvements
- █ Proposed Utility Improvements



This map is for illustrative purposes only.

City Council Agenda Item #14B
Meeting of February 10, 2020

Brief Description: Resolution for the Excelsior Boulevard Trail project (Shady Oak Road to Baker Road)

Recommended Action: Adopt the resolution

Background

On September 16, 2019, council received the feasibility report and authorized the preparation of plans and specifications for a new 8-foot wide off-road multi-use bituminous trail on the south side of Excelsior Boulevard, from Kinsel Road to Shady Oak Road. The schedule at the time of approvals indicated the project would be completed in two phases with council consideration of bids and award for each phase separately:

- Phase 1 (2020) - Kinsel Road to I-494
- Phase 2 (2021) – Baker Road to Shady Oak Road

Since the presentation of the feasibility report, staff have been coordinating utility burial with Xcel Energy and others. As a result of this ongoing coordination, staff proposes to construct the Baker Road to Shady Oak Road as phase 1, and Kinsel Road to I-494 as phase 2, see attached project location and phasing map. At this time, plans and specifications for both phases have been completed, and staff is recommending authorization to advertise its work for bids for phase 1, Excelsior Boulevard from Baker Road to Shady Oak Road.

The proposed project (phases 1 and 2) is a corridor approximately 2 miles long and will connect the commercial area and future Southwest Light Rail Transit Station at Shady Oak Road to the Glen Lake area for both recreational and transportation uses.

Proposed Improvements: Phase 1

Improvements generally include a new 8-foot wide off-road multi-use bituminous trail, with a 4-foot wide grass boulevard matching into a concrete curb. In areas with steep slopes or constrained right-of-way, the boulevard is reduced and a concrete buffer strip is proposed as additional barrier to meet county safety guidelines. Grading, tree removal, and impacts to driveways and landscaping of adjacent properties are needed to construct the trail to meet Hennepin County standards; however, these impacts have been minimized to the extent possible.

Potential crosswalk locations were also reviewed with Hennepin County during final design and pedestrian safety improvements are proposed at the intersection of Fairview Avenue and Excelsior Boulevard. The main consideration for a crosswalk is consistent pedestrian traffic (30 pedestrians per hour) and a roadway that is safe to cross (lower traffic speeds and good site distances). Improvements in this area include shifting and restriping the roadway lanes to provide better sightlines and an improved crosswalk, median refuge area and improved pedestrian signage across Excelsior Boulevard. While staff does not typically support crossings at uncontrolled intersections, review with Hennepin County determined a higher volume of

pedestrian crossings at this location did warrant an improved safety crossing. At this time, the project does not include push button or flashing lights due to warrants not being met, however if pedestrian volumes were to significantly increase in the future, this may be again reviewed.

Easements

Phase 1 of the project does require temporary and permanent trail easements from two parcels. Staff met with property owners to discuss project needs and at this time, all property owners have agreed to donate the necessary easements.

Overhead Power Burial

Staff has been working with Xcel Energy to finalize estimates for burying overhead power along Excelsior Boulevard. In an effort to coordinate the burial with the trail project, the overhead burial will be planned in advance of some of the trail work and in separate phases. Utility burial may require isolated areas of tree removal in conjunction with this work and ahead of the trail project contract award.

Contracts for the burying of overhead power will be presented to council for consideration at a future date. The burial work would begin this spring and would be completed concurrent with the trail construction.

Public Input

An informational meeting was held on May 30, 2019. In addition to the webpage notification of the meeting and an email to project subscribers, approximately 782 mailers were sent directly to residents and businesses in the area. Staff also presented the concept trail layout at a Hennepin County Bicycle Advisory Committee meeting on May 20, 2019.

Approximately 50 residents attended the May 30 meeting and staff presented a concept layout of the proposed trail project in a short presentation. Staff discussed how trail projects are intensive and disruptive to adjacent properties and that this project will require tree removal and impacts to properties including landscaping and driveways. Following the presentation and general questions, city and consultant staff provided an open house format to take one-on-one feedback from residents. Residents were generally very supportive of the project. Since the open house, staff have been met one on one with over 30 residents at 15 properties that are directly adjacent to the proposed trail.

At the meeting, staff further presented information on the different ways to stay informed during construction. Staff has been using various strategies to provide updates for other city projects, including signage, text alerts, email updates, citizen alerts, and newsletters, and will do so with this project as well.

A listing of resident questions and staff answers was included in the feasibility study.

Recently, staff sent out an email update to all 253 Excelsior Boulevard Trail project subscribers, indicating council would consider the project at the Feb. 10, 2020 meeting. This update was also posted to the webpage.

Estimated Project Costs and Funding

The total estimated construction cost for phase 1, including contingency, is \$1,760,000. The total expenses for phase 1 and phase 2 are also shown below as a combined cost since it more accurately represents the scope of the entire trail project. The budget amount for the total project is shown below and is included in the 2019-2022 CIP.

Hennepin County has committed to funding a portion of the project with two separate grants from the Hennepin County Bikeway Participation program. Each grant will provide \$100,000 of funding, the maximum amount possible for this grant. A letter of support from Hennepin County is attached to this report. The grant will require a cooperative agreement which would be considered by council concurrent with a future contract award. The additional county funding is contingent on County Board approval, scheduled for consideration in the coming weeks.

The project costs are estimates and when final costs are known at the time bids are awarded, staff will likely ask the city council to amend the CIP to reflect any funding changes. Additionally, an amendment to the CIP is required to establish the construction of Phase 1 in 2020.

| | Budget Amount | Proposed Funding | Phase 1 Baker Road to Shady Oak Road (2020) | Phase 2 Kinsel Road to I-494 (2021) | Total Project Expense |
|--|--------------------|--------------------|---|-------------------------------------|-----------------------|
| Construction Costs | | | \$1,600,000 | \$1,610,000 | \$3,210,000 |
| Contingencies - 5% | | | \$80,000 | \$85,000 | \$165,000 |
| Easements | | | | \$250,000 | \$250,000 |
| Engineering, Administration and Indirect Costs | | | | | \$500,000 |
| Overhead Power Burial | | | | | \$1,000,000 |
| | | | | | |
| Park and Trail Improvement Fund | \$2,150,000 | \$2,150,000 | | | |
| Hennepin County Grant | \$200,000 | \$200,000 | | | |
| Electric Franchise Fund | \$800,000 | \$800,000 | | | |
| Trail System Expansion Fund | \$1,600,000 | \$1,600,000 | | | |
| Total Budget | \$4,750,000 | \$4,750,000 | \$1,680,000 | \$1,945,000 | \$5,125,000 |

Schedule

If the recommended actions are approved by council, staff is currently planning to open bids at 10 AM on March 17 with intentions of council consideration to award the contract on April 6, 2020. Trail construction is expected to begin in the spring and be complete by fall.

Recommendation

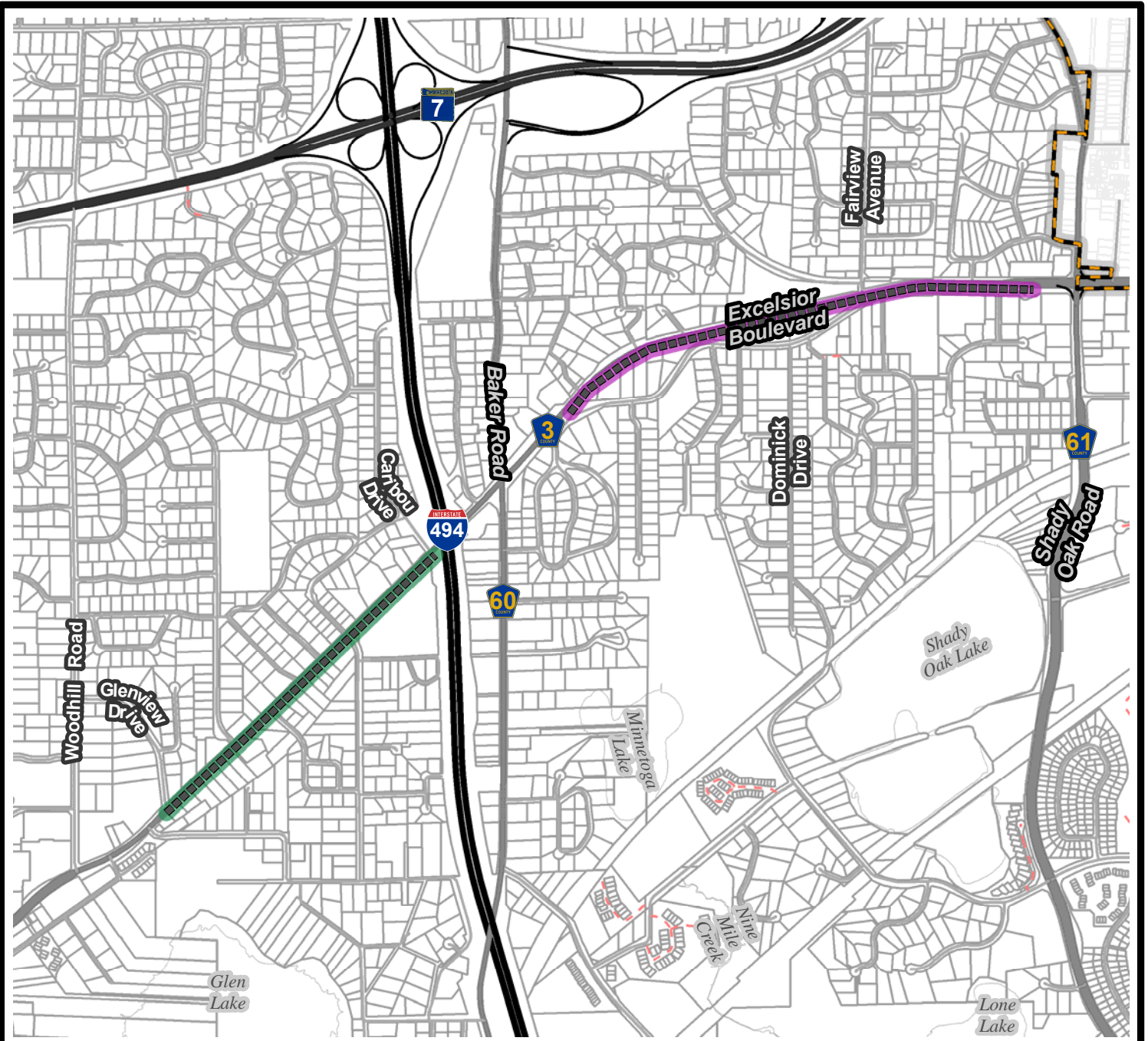
Adopt the attached resolution accepting plans and specifications and authorizing the advertisement for bids for the Excelsior Boulevard trail project from Shady Oak Road to Baker Road, Project No.20206.

Submitted through:

Geralyn Barone, City Manager
Kelly O'Dea, Recreation Director
Darin Nelson, Finance Director
Phil Olson, City Engineer

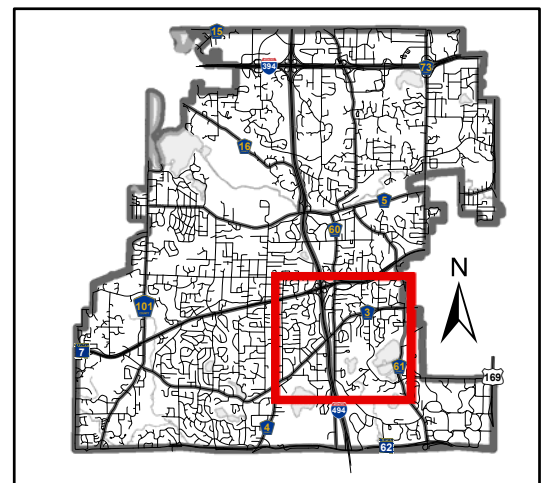
Originated by:

Carol HejlStone, Park & Trail Planner



Excelsior Boulevard Trail

- Proposed Trail
- Phase 1 (2020)
- Phase 2 (2021)



This map is for illustrative purposes only.

Resolution No. 2020-____

**Resolution accepting plans and specifications
and authorizing the advertisement for bids for the
Excelsior Boulevard Trail project from Shady Oak Road to Baker Road**

Be It Resolved by the City Council of the City of Minnetonka, Minnesota as follows:

Section 1. Background.

1.01. Pursuant to city council authorization on September 16, 2019, plans and specifications have been prepared by and/or under the direction of the city engineer who is a Licensed Professional Engineer in the State of Minnesota for the Excelsior Boulevard trail project.

1.02. The plans and specifications for the construction of the aforementioned project have been presented to the city council for approval.

Section 2. Council Action.

2.01. The plans and specifications, copies of which are on file in the engineering department, are hereby accepted upon the recommendation of the city engineer.

2.02. The city clerk shall prepare and cause to be inserted in the official newspaper and in Finance & Commerce an advertisement for bids for the making of such improvements under such approved plans and specifications. The advertisement shall specify the work to be done, shall state that bids will be opened and read aloud on March 17, 2020, in the Council Chambers at the Minnetonka City Hall, and that no bids will be considered unless sealed and filed with the clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check made payable to the city clerk for five (5) percent of the amount of the bid.

Adopted by the City Council of the City of Minnetonka, Minnesota, on February 10, 2020.

Brad Wiersum, Mayor

ATTEST:

Becky Koosman, City Clerk

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:
Abstained:
Absent:
Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Minnetonka, Minnesota, at a duly authorized meeting held on February 10, 2020.

Becky Koosman, City Clerk

City Council Agenda Item #15A
Meeting of Feb. 10, 2020

Brief Description: Appointments to the senior advisory board

Recommended Action: Approve the recommended appointments

Background

The senior advisory board currently has two open positions. Gail Conroy and Frances Kokesh have expressed their willingness to dedicate the time and energy necessary to be contributing members. Based on the materials they submitted and my conversations with each of them, I recommend that they both be appointed. The updated membership roster showing the composition of the senior advisory board is attached.

Recommendation

To approve the following appointments:

- Gail Conroy, to the senior advisory board, to serve a two-year term, effective February 11, 2020 and expiring on Jan. 31, 2022.
- Frances Kokesh, to the senior advisory board, to serve a two-year term, effective February 11, 2020 and expiring on Jan. 31, 2022.

Respectfully submitted,

Brad Wiersum
Mayor

Senior Citizens Advisory Board

Current Members

This board is comprised of up to 15 members whose duties include advising the city council on the needs and status of seniors in the city, recommending ways in which those needs may be met; determining and assessing existing resources in the city which may be utilized by seniors to meet their needs; evaluating and assessing proposed programs, grants and other governmental activities which may impact seniors; recommending policies, goals and objectives for the operation of the Senior Center, and working with staff and the senior director. Members serve two-year terms, and meet the second Tuesday of each month at 10:00 a.m.

| | | | | |
|----------------------------|------------|----------------|--------------------------------|---------------------------------|
| Name: Patricia | Baker | Ward: 4 | Appointed: 2018-04-30 | Term Expires: 2020-01-31 |
| Comments: | | | Reappointed: | |
| | | | Reappointed: | |
| | | | Reappointed: | |
| | | | Reappointed: | |
| Name: Sandra | Blackman | Ward: 1 | Appointed: 2019-10-07 | Term Expires: 2020-01-31 |
| Comments: | | | Reappointed: | |
| | | | Reappointed: | |
| | | | Reappointed: | |
| | | | Reappointed: | |
| Name: Frances | Dranginis | Ward: 1 | Appointed: 2013-06-03 | Term Expires: 2020-01-31 |
| Comments: | | | Reappointed: 2015-05-31 | |
| | | | Reappointed: 2017-05-22 | |
| | | | Reappointed: | |
| | | | Reappointed: | |
| Name: Bob | Gilbertson | Ward: 1 | Appointed: 2018-04-30 | Term Expires: 2020-01-31 |
| Comments: | | | Reappointed: | |
| | | | Reappointed: | |
| | | | Reappointed: | |
| | | | Reappointed: | |
| Name: Judith | Hansen | Ward: 1 | Appointed: 2015-05-18 | Term Expires: 2020-01-31 |
| Comments: | | | Reappointed: 2017-05-22 | |
| | | | Reappointed: | |
| | | | Reappointed: | |
| | | | Reappointed: | |
| Name: Richard | King | Ward: 2 | Appointed: 2014-06-02 | Term Expires: 2021-01-31 |
| Comments: | | | Reappointed: 2016-05-31 | |
| | | | Reappointed: 2018-06-01 | |
| | | | Reappointed: | |
| | | | Reappointed: | |
| Name: Ron | Parker | Ward: 4 | Appointed: 2015-05-18 | Term Expires: 2020-01-31 |
| Comments: | | | Reappointed: 2017-05-22 | |
| | | | Reappointed: | |
| | | | Reappointed: | |
| | | | Reappointed: | |
| Name: Tom | Scott | Ward: 1 | Appointed: 2014-06-02 | Term Expires: 2021-01-31 |
| Comments: President | | | Reappointed: 2016-05-31 | |
| | | | Reappointed: 2018-06-01 | |
| | | | Reappointed: | |
| | | | Reappointed: | |
| Name: Nancy | Sullivan | Ward: 1 | Appointed: 2019-10-07 | Term Expires: 2020-01-31 |
| Comments: | | | Reappointed: | |
| | | | Reappointed: | |
| | | | Reappointed: | |
| | | | Reappointed: | |

Name: Gail Conroy **Ward:** 3
Comments:

Appointed: 2020-02-10 **Term Expires:** 2022-01-31
Reappointed:
Reappointed:
Reappointed:

Name: Frances Kokesh **Ward:** 4
Comments:

Appointed: 2020-02-10 **Term Expires:** 2022-01-31
Reappointed:
Reappointed:
Reappointed:

Staff Liaison:

Steve Pieh, Senior Services Director, Ph # 952-939-8366