

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, October 8, 2018

8150 BARBARA AVENUE

7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

A. Introduction of Sharon Madsen, Communication Manager

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

A. Minutes of September 24, 2018 City Council Meeting Minutes

B. Resolution Approving Disbursements for Period Ending October 2, 2018

C. Consider Resolution Approving of a Joint Powers Agreement with Dakota County to Receive Environmental Legacy Fund (ELF) Grant Funding to Support Development of Heritage Village Park

D. Consider Pay Request No 2 – West Rink Floor – West Rink Renovation Project – City Project 2017-1722

E. **RONIE AVILES – CASE NO. 18-52C**; Approve a Resolution for a Conditional Use Permit to Exceed the Maximum Impervious Surface Allowed on the Property Located at 8811 Aviary Path.

F. Approve Easement Encroachment Agreement for Landowner Improvements within City Easement for 7107 Blake Path (Lot 7, Block 1, Michael D. Dupont 4th Addition Country Meadows)

G. Consider a Resolution Approving the Operations and Maintenance Manual and One-Year Evaluation Report and Operations and Maintenance Manual for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge from Barr Engineering Company

H. Resolution Accepting Proposal for and Authorizing Municipal Water Supply Well Field Analysis – City Project No. 2018-16

I. Schedule Public Hearing on Development Fees

J. Approve a Revision to the Public Expenditure Policy to Accommodate Expenditures Related to Wellness, Volunteer and Retirement Recognition Events

K. Consider Amending the November 13, 2017 Contract between the City and Five Bugles Design (Wendel) to include an Amendment of Professional Services for Additional Stormwater and Utility Services for Project 2014-10 Fire Station #2 New Construction

L. Consider Awarding Contract for Special Inspections and Material Testing Services to Professional Services Industries, Inc. (PSI) for Fire Station

M. Consider Awarding Contract for Replacing Floor Grates, Trenches and Fixing Crumbling Concrete in Center Apparatus Bay at Station 1

N. Personnel Action

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

6. **PUBLIC HEARING:**

A. Consider Approval of Massage Therapist Business License for TZ LLC dba Sunny Asian Massage, 5798 Blackshire Path

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

A. **GRIES ARCHITECTURAL GROUP;** Consider a Resolution relating to a Conditional Use Permit to Allow Automobile and Off Highway Vehicle Sales on the Property Located at 1350 50th Street

B. **CITY OF INVER GROVE HEIGHTS;** Consider an Ordinance Amendment to the Accessory Dwelling Unit Ordinance Relating to Units in Detached Accessory Structures

FINANCE:

C. Consider First Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and 10-3-8 Adjusting Development Fees for 2019

8. **MAYOR & COUNCIL COMMENTS:**

9. **EXECUTIVE SESSION:**

Pursuant to Minn. Stat. § 13D.05, Subd. 2(b) preliminary consideration by City Council of allegations against employee/officer Steve Her

10. **ADJOURN:**

This document is available upon 3 business day request in alternate formats such as Braille, large print, audio recording, etc. Please contact Michelle Tesser at 651.450.2513 or mtesser@invergroveheights.org

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, SEPTEMBER 24, 2018- 8150 BARBARA AVENUE**

1. CALL TO ORDER 2. ROLL CALL:

The City Council of Inver Grove Heights met in regular session on Monday, September 24, 2018, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m.

Present were: Councilmembers Piekarski Krech, Bartholomew, Hark, and Perry; City Attorney Kuntz, City Administrator Lynch, Public Works Director Thureen, Community Development Director Gundlach, Fire Chief Thill, Police Chief Schnell, Police Commander Otis, and City Clerk Tesser.

Absent were: Recording Clerk Yourczek.

3. PRESENTATIONS:

A. CVB Annual Report – Tracy Shimek

Tracy Shimek, Tourism Director from the Inver Grove Heights Convention and Visitor's Bureau gave a few highlights from their Annual report. She stated that the Mission of the CVB is to market and promote Inver Grove Heights to visitors, to maintain and stimulate the Community's economic vitality and to generate general lodging tax growth, tourism and hospitality related to the economic impact of the City. She stated that 2017 was a great year and that they experienced moderate revenue growth of 4% and exceeded revenue goals for Q1 and Q4. Tourism plays an important role in the State's economy with Dakota County generating over 18,000 jobs. She commented that in 2017, Inver Grove Heights collected \$134,000 in lodging tax revenue, which equates to over \$6.7 million dollars in lodging revenues and an estimated \$31.9 million dollars in visitor spending in the area.

2017 highlights include the following:

- Continued lodging tax revenue
- Growth in Q1 and Q4
- Strong Social Media engagement on Facebook and Instagram
- Over 145 uses of #VisitIGH on Instagram
- The top performing Facebook post received over 18,000 impressions. The post was regarding the Holidays Lights in Inver Grove Heights
- Selected as a 2017 Explore Minnesota #HikeMN partner

Councilmember Hark asked about Billboards and how success is measured.

Ms. Shimek responded that they are used as a branding initiative to stay on the minds of drivers and that their goal is for those that frequently travel from Grand Forks or Fergus Falls, to book their stay in Inver Grove Heights. She responded that it was not as easy to measure success like they can do with the website visits or Facebook likes.

Councilmember Hark asked if it is an expensive mode of advertisement.

Ms. Shimek responded that they have two billboards, one outside of Sauk Centre, and another near Hinckley. They stay up for 12 months and total cost was \$11,000.

Councilmember Perry asked if they primarily use Facebook, Instagram and Twitter. She asked if they tag the City on posts.

Ms. Shimek responded that they do use all three but focus their efforts on Facebook and Instagram. She responded that she does tag posts on Instagram, but not always on Facebook.

Councilmember Bartholomew asked about the new website that was set to launch in the Spring or Summer and if they could track traffic.

Ms. Shimek responded that the website launched at the end of May. You can visit IGH.com to see that it has a fresher look, an easier layout and it's easier to administer. She responded that they can look at the analytics for the traffic to the website.

Mayor Tourville commented that Ms. Shimek is leaving her current position and asked that she speak a little about that. He thanked her for the work she has done and said that she has played an important part in the progress of the organization.

Ms. Shimek responded that she just received her Master's Degree and is moving to the City of White Bear Lake. She commented that she would be at one last Board meeting and that the Board will be finalizing interim plans then. She recommended that the interim process be similar to when she started her position. She stated that the River Heights Chamber would handle some of the administrative things. The Chamber would work with a representative from the Board to expedite the hiring process. She thanked everyone who has supported her.

Motion by Piekarski Krech second by Perry to receive the CVB Annual Report.

Mayor Tourville stated that it is the lodging tax that gets charged to the hotels and motels in Inver Grove Heights and that it goes toward the promotion of Inver Grove Heights and the hotel and motel groups themselves.

Ms. Shimek stated that the billboards are paid for by lodging taxes which are collected on room night stays from people who stay at the area hotels. The primary goal is to attract people to our City, stay overnight at the hotels, use the City parks and restaurants, and spend their dollars in the City of Inver Grove Heights.

Ayes: 5

Nays: 0 Motion carried.

4. CONSENT AGENDA:

A. i. Minutes of September 4, 2018 Special Meeting Minutes.

 ii. Minutes of September 4, 2018 Work Session Meeting Minutes.

 iii. Minutes of September 10, 2018 City Council Meeting Minutes.

B. Resolution 18-195 Approving Disbursements for Period Ending September 18, 2018.

C. Approval of Extension Liquor Permit for Mississippi Pub, 4455 66th Street E. (Agenda Item moved to Regular Agenda Item 7A).

D. ADAM FISCHBACH – CASE NO. 18-49V; Approve a **Resolution 18-196** for a Variance to Allow a Porch addition located 27 feet from Rear Property Line Whereas 30 feet is Required for Property located at 6444 Coryell Court.

E. Consider Change Order #3 to Pember Companies Inc. for the Heritage Village Park Dog Park Improvements – Tree Removal.

F. Consider Pay Request No 3 – Dasher Board Package – West Rink Renovation Project – City Project 2018-1722.

G. Request for Approval of Rental Licenses.

H. Consider Approval of the Joint Powers Agreement between the City of Inver Grove Heights and Dakota County for the Pharmaceutical Drug Disposal Program.

I. Consider Pay Voucher No. 2 for City Project Nos. 2015-03 – 65th Street Reconstruction, 2017-03 – Watermain Improvements, 65th Street Loop and City Project No. 2017-24 – T.H. 3 Intersection Improvements for 65th Street.

J. Consider Pay Voucher No. 4 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 – VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.

K. Consider Pay Voucher No. 2 for City Project No. 2017-09E – 93rd Street and Abigail Court Area Reconstruction.

L. Consider Pay Voucher No. 2 for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements.

M. Consider **Resolution 18-197** Accepting Proposal for Professional Services for Feasibility Study and Final Design for City Project No. 2018-03 – NWA Trunk Watermain Improvements, 65th Street Loop (Phase 4 of 2015-12) from Agate Trail to Future Argenta Trail.

N. Consider a **Resolution 18-198** for Appraiser's Report for Right-of-Way Acquisition for City Project Nos. 2015-03 – 65th Street Reconstruction and 2018-03 – NWA Trunk Watermain Improvements, 65th Street Loop (Phase IV of 2015-12) from Agate Trail to Future Argenta Trail.

O. Consider a **Resolution 18-199** Authorizing Engineering Services for a Feasibility Report and Preliminary Design for City Project No. 2018-15 – 64th Street Outfall Repair.

P. Consider **Resolution 18-200** Accepting Proposal Amendment No. 3 from SRF Consulting Group, Inc. for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.

Q. Consider Change Order No. 1 for City Project No. 2016-15 – Five Million Gallon Babcock Trail Ground Storage Reservoir Exterior Rehabilitation.

R. Consider a **Resolution 18-201** Receiving the Petition Requesting Street Reconstruction for 55th Street Court and 55th Street and Authorizing the Preparation of a Feasibility Study, City Project No. 2018-09F.

S. **Resolution 18-202** Accepting Professional Engineering Services Proposal from Bolton & Menk, Inc. for City Project No. 2018-09F – 55th Street and 55th Street Court Reconstruction.

T. Consider Third Amendment to Lease – AT & T.

U. **Resolution 18-203** Supporting Recommendation in the June 2018 Dakota County Principal Arterial Study.

V. Consider Hiring Kamish Excavating to Pump and Close the Septic Tank at 9250 Courthouse Blvd.

W. Consider Hiring Carlson Well Drilling, Inc to Seal the Well at 9250 Courthouse Blvd.

X. Personnel Action.

Mayor Tourville requested pulling Agenda Items 4V and 4W.

Councilmember Bartholomew requested pulling Agenda Item 4Aii.

Councilmember Hark requested pulling Agenda Item 4U.

City Administrator Joe Lynch requested to move Agenda Item 4C, the Approval of the Extension Liquor Permit for Mississippi Pub, 4455 66th Street E. to Item 7C under the Regular Agenda. He stated that per the City Code they are required to have a hearing on an extension but not a public hearing.

Councilmember Bartholomew stated that he would like to table Agenda Item 4Aii, as he has questions on the comments he had made. He said that he would like to listen to the audio and then propose changes and bring the minutes back for a vote at the next regular meeting.

Motion by Bartholomew second by Perry to table Agenda Item 4Aii, the Minutes of September 4, 2018 Work Session Meeting.

Ayes: 5

Nays: 0 Motion carried.

Agenda Item 4C was moved to Agenda Item 7A and the council discussed Agenda Items 4U, V, and W.

Motion by Hark second by Piekarski Krech to move Agenda Item 4C to Agenda Item 7A, and Agenda Items 4U, 4V, and 4W pulled.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Hark stated that he pulled Agenda Item 4U because of concerns the arterial road study that Public Works Director Scott Thureen participated in with the County. He asked that Scott Thureen explain the background of this item so that the public is informed.

Public Works Director Scott Thureen stated that the purpose of the study, which included the County, most of the Cities in the County, the Consultant, and MnDOT, was to identify corridors that would be identified to provide arterial function to the public both now and in the future. This allows the County, State and Cities to plan appropriately and to make funds available for investments when necessary.

He displayed a diagram explaining the hierarchy of the streets and the process they have to go through. He stated that when the study was initiated, after looking at the guidelines for spacing principle arterials, Dakota County had a shortage of East/West and North/South principle arterials South of County Road 42, and looking north of County Road 42, there was a shortage of North/South principle arterials between I-35 and Trunk Highway 52. He stated that by using that information the group identified 21 different segments. The study looked at 21 different segments and 11 key criteria, which was included in a handout in the Councilmembers' packets. He stated that they were looking to see if a particular segment should be designated as a principle arterial in the future and when it would be ready for that to occur.

The County was divided into four segments and that this topic is located in the northwestern segment adjacent to Eagan. The results for road segments located in Inver Grove Heights came back with the following:

- 1). County Road 28 from the Eagan border up to what is now County 63 going north. The break is Amana Trail.
- 2). Existing County Road 63, which is Argenta Trail. As you go north from Amana and its proposed realignment up to Interstate 494.
- 3). Beginning at Trunk Highway 3 and going up to the Eagan border. This also includes a small portion of Trunk Highway 3 going south.

He stated that those are the three segments that are recommended to be a part of this plan. He commented that as a member of the Staff that was involved in this study, he recommends approval of the Resolution.

He stated that the benefits of this is that the County Board has revised their funding policy. Under the current policy the cost share on a County Road is 55% with the County, and 45% for the Host City. For a principle arterial that percentage shifts 85% County and 15% Host City. The largest impact would be at Argenta Trail as the project continues.

Councilmember Bartholomew wanted to clarify that the portion of Argenta they are speaking about is for the realignment of Argenta Trail going through the new development to 494. This does not include people who live on old Argenta.

Public Works Director Thureen responded that was correct. This will follow along the right-of-way that was acquired along the Blackstone Ridge development.

Mayor Tourville stated that there were four segments listed on the report. 1).149, 2). 63, 3). 28 and 4). Robert Street/MN 3.

Public Works Director Thureen responded that they had listed Robert A and B. He stated that A was north of 149, and was not recommended for principle arterial, which is why the shorter segment was mentioned south of 149 which takes you past the Trestle going south.

Mayor Tourville commented that he liked the 85/15 split.

Public Works Director Thureen stated that the City would benefit greatly from that policy change with principle arterials and as a follow-up with what they would designate for a highway system. He commented that they are looking at 70th Street from Trunk Highway 149, potentially to Highway 3 and possibly all the way to Highway 52. That would drop the City share from 45% to 25%. The City would get a huge benefit from that potential change, if it were adopted.

Councilmember Piekarski Krech asked the County Board would vote on that.

Public Works Director Thureen responded that it could be later this year or early next year.

Councilmember Hark thanked Public Works Director Thureen for his helpful explanation. He commented that roads can change the nature of the neighborhood and can be challenging.

Motion by Hark second by Piekarski Krech to approve Agenda Item 4U Resolution 18-203 Supporting Recommendation in the June 2018 Dakota County Principal Arterial Study.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated that the next item for discussion will be Agenda Item 4V to Consider Hiring Kamish Excavating to Pump and Close the Septic Tank at 9250 Courthouse Blvd. and Agenda Item 4W to Consider the hiring of Carlson Well Drilling, Inc. to Seal the Well at 9250 Courthouse Blvd.

Fire Chief Judy Thill stated that she neglected to list the funding source and wanted to make sure those were added in this evening. The funding source for both would be City Project 2014-10 Fire Station #2 New Construction.

Motion by Councilmember Piekarski Krech second by Perry to approve Agenda Item 4V to Consider Hiring Kamish Excavating to Pump and Close the Septic Tank at 9250 Courthouse Blvd. and Agenda Item 4W to Consider Hiring Carlson Well Drilling, Inc to Seal the Well at 9250 Courthouse Blvd.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

There were no public comments.

6. PUBLIC HEARING:

A. CITY OF INVER GROVE HEIGHTS; Liquor License Alcohol Compliance Check Failures 2018.

City Clerk Michelle Tesser stated that liquor license compliances were completed in July 2018. On July 16th the Police conducted an alcohol compliance check for two current liquor licenses that failed. She stated that those were for AMC Theatre and Arbor Pointe Liquor. On July 25th, Police conducted another compliance check on 123 Pasta and failed. She stated that she had published a notice of the hearing in the South West Review on September 9th and that all violators received notice by Certified Mail and were

also emailed. She stated that all proof of alcohol training certifications from the servers who failed were received except for 123 Pasta.

She stated that she spoke with the new business about the requirement of training servers and maintaining their certifications for retention purposes. She stated that it is required annual with the renewal process and that the liquor license holder provide the names and dates of all the training. She commented that 123 Pasta said that they did not have the server complete the training.

She stated that according to City Ordinance 4-1-19, the City Council shall impose Civil penalties for violations. This is the first violation for AMC Theatre and 123 Pasta and the second violation for Arbor Pointe Liquor in five years, with their first violation in August 2015. She stated that the first violation is \$750.00, and the second violation is \$1,000.00 and includes a one-day license suspension that the Council in the past has let the business decide on a date.

She stated that the Council may impose penalties exceeding those stated in the second. She stated that Kate Becker and the General Manager are present from AMC Theatre, as well as the owner of Arbor Pointe Liquor. She commented that she did not see the owner of 123 Pasta in attendance.

City Attorney Kuntz stated that this is a hearing for which the Applicants are entitled to appear in front of the Council with regards to the violation.

Kate Becker stated that she is an Attorney that works with AMC Theatre in connection with their alcohol licensing in Minnesota. She introduced Kim McKinnon, who is the General Manager for the AMC. Ms. Becker gave some background as to what took place that day stating that it was a new bartender that week and that a guest who had ordered a drink came back unhappy. During that time the underage person also came up to place an order, making it a very busy time. The bartender sought assistance from the Manager over the speaker but at that time the Police Officer told the manager that the manager could not intervene. During that time, the bartender requested an ID, looked at the ID, and then went ahead and sold alcohol to the underage person. Due to that, the employee was terminated which is AMC's zero tolerance policy for selling alcohol to a minor. She stated that AMC has taken steps to retrain their alcohol servers and have also employed an outside third-party vendor to do a mystery shop program, where someone comes in to order alcohol, and if the bartender does not request ID that bartender would be fired. She commented that they have never had an issue occur while taking part in the mystery shop program and will continue to do those in the future.

Councilmember Bartholomew asked to have clarification about the Police Officer not allowing the manager to intervene.

Kim McKinnon, General Manager, responded based on what she was told by her Staff, she stated that the bartender asked for assistance several times with no response. After the incident, she found out that the Manager was standing next to the Police Officer out on the floor and that the Police Officer asked the Manager not to respond as he feared they would tip off the bartender that was working.

Councilmember Bartholomew asked if the request to not respond to the radio was made before the ID was asked for.

Ms. McKinnon responded that she was unsure of the process but that the bartender stated she had the upset guest first and about six other customers at the bar and that it was her second shift on her own. She stated when the bartender didn't get a response her plan was to serve as many of the other patrons as she could so that she could get them away from the upset guest.

Mayor Tourville commented that perhaps the Police Officer didn't want a supervisor to interfere to see if the employee would do the right thing. He commented that he was a bit concerned as the situation may have been avoided if the supervisor had been able to help.

Councilmember Hark asked what room they had since the Code states “shall impose”. He stated that this is a hearing and that it seems to mitigate much of this. He questioned if this is a “shall” and if they must move forward with the fine.

City Attorney Kuntz responded that if a violation is found it is mandatory to move forward with the fine.

Ms. Becker stated that they have the requirement that everyone must be ID'd regardless of age. If there is no ID they would have to call a manager on duty to override that, and that is only done with someone that is clearly over the age of 40.

Councilmember Hark commented that AMC is being responsible and knows there has been a violation. He commented that he felt there was a cloud over how it played out.

Councilmember Bartholomew agreed that there seemed to be a cloud over this particular issue. He stated that he would like to find out if an Officer did in fact ask that they not respond and held the manager from doing their job in helping out an employee. He commented that he felt that was the wrong thing to do.

Mayor Tourville agreed, he wanted hear more on the issue but for now he asked to move onto Arbor Pointe Liquor's violation.

Tom Harris, owner of Arbor Pointe Liquor, stated that their employee failed their check and that he understood the violation.

Councilmember Bartholomew appreciated that Mr. Harris acknowledged that they made the mistake. He asked what steps they have taken moving forward and if they have reinforced their training.

Mr. Harris responded that they use the MOBA ID Training, and that they have gone over that again with both of the employees that have failed. He stated that they do not have a zero-tolerance policy but stress the importance of carding people under age 40. He commented that a mistake was made and the employee knows that and that they both feel really bad about it.

Councilmember Bartholomew appreciated that and stated that it seems they have taken the right steps to reinforce the requirement.

Mayor Tourville asked the Police Chief if he was prepared to speak about the issue with AMC Theatre.

Police Chief Paul Schnell stated that he was not in attendance during the compliance check but could give some perspective on what takes place. He commented that at the time of the compliance check he believes that the Supervisor that was performing the check when the underage person had made contact with the floor supervisor at AMC. Contact was made because you cannot get in the door without purchasing a ticket. They did not purchase a ticket for the underage person because they were there to do a compliance check and did not watch a movie. He stated that there was a customer at the bar who was quite heated about a drink they had received. It is believed that conflict was the reason the employee had contacted the supervisor. He stated that the underage person presented the order, was asked for ID, presented their actual ID that states Under Age 21 across the top of the Driver's License. Despite the information on the card, the server made the sale, which then prompted the intervention by the supervising officer. The dispute about the customer was not known until after the purchase had been made to the decoy and the Sergeant had been able to determine the details. He commented that he understands the situation but was uncertain about what exactly took place.

Councilmember Bartholomew stated that he wanted to understand if they typically intervene or interfere in these cases. He asked if the manager was told not to go up there.

Police Chief Schnell responded that he didn't believe the intention was to try to stop the sale. He commented that sometimes communication will occur when they have compliance checks. In this case, it was because the Sergeant had to tell them that the reason they were there was to do a compliance check, and that the underage person was there to make the purchase. He felt the Sergeant did not know all of the details that were taking place at that time. He commented that they do want someone to know the reason why they are there so the compliance check is as pure as possible.

Councilmember Bartholomew asked if the instructions to the Officers would be to contact an owner or manager at the time and tell them that they are doing this random check and that they should not interfere.

Police Chief Schnell responded that was the case in this situation because they had to purchase tickets to get into the movie. The Sergeant explained to the manager that they are here to do a compliance check and to stay there with them and not have any communication until the compliance check was completed.

Councilmember Bartholomew asked, for example, if they were to do a compliance check at a different location that doesn't require an entrance fee, if the Officer would have the same instructions to visit with anyone in charge and say that they are running a compliance check and please stay away from our employee. He asked if this was only done because they needed to get in for free.

Police Chief Schnell responded that they would usually not have any involvement and typically do not tell them at the time they are conducting compliance checks unless there is a failure.

Councilmember Bartholomew commented that he didn't believe there was any intent, but that this puts them in an awkward position.

Police Chief Schnell agreed that it was a set of facts that he hasn't heard before. It was his belief that the employee was not calling because of the compliance check but because of the other situation.

Mayor Tourville commented that this may have been avoided, but that we didn't know for sure. Councilmember Piekarski Krech suggested that they buy tickets in the future. She commented that buying them makes the compliance check pure.

Police Chief Schnell responded that the crime itself, which is a gross misdemeanor, is the sale of alcohol to an underage person. The fact set supports that is what happened.

Councilmember Hark asked if the employee that was dismissed was charged with a gross misdemeanor.

Police Chief Schnell responded yes. All three employees have pending criminal matters for gross misdemeanor.

Councilmember Hark stated that if this were a criminal case and he was a Judge he would push for continuance for dismissal. He asked if they can stay execution of the penalty. He commented that the facts do not sit well with him.

City Attorney Kuntz stated that the way it is drafted, once you make a finding of violation the penalty becomes mandatory.

Mayor Tourville asked if that still applies even if you find other facts that led to the situation's outcome.

City Attorney Kuntz responded that it's how the Ordinance is written.

Councilmember Hark felt they were tied to this due to the word "shall". He commented that they may want to revisit and fine-tune this because most of the business owners are forthright and state that a mistake was made.

Mayor Tourville stated that this was unique because it is at a movie theatre and they had to seek out a supervisor to explain what was taking place.

Police Chief Schnell commented that he had asked Commander Otis to make contact with the supervising officer who was the Sergeant that evening. He stated that the Sergeant responded that he had no knowledge of any calls for assistance and had not made the comment, but that he had told the manager when he entered that they were going to do a compliance and that they cannot tip off the bartender. The sale then took place. He stated that the officer did not tell them to not return the calls on the radio, but that they should not tip off the bartender about the compliance.

Mayor Tourville commented that the supervisor was obliging to the Police Officer. He agreed with Councilmember Piekarski Krech's comment that they just buy a movie ticket in the future.

Councilmember Hark agreed if the policy was that important to them they should just buy a ticket.

Councilmember Hark commented that this issue is regarding two responsible business owners who are stuck with the way the city code is written. He stated that he believes that the penalties have to be imposed but did not like it for the AMC. He commented that he didn't feel they have a choice.

Mayor Tourville reiterated that the AMC has their first violation, this was Arbor Pointe's second and they get the additional fine violation and have to pick a date. He stated that 123 Pasta was not in attendance but has a fine.

City Attorney Kuntz recommended that they make three different Motions with the three different Licensees. Each Motion being substantially in the form that the Council finds that a violation has occurred of the Liquor Code and that the Council hereby imposes a penalty of their choosing. He stated that would be in the form of a monetary amount, or a monetary amount in addition to a suspension.

Motion by Piekarski Krech second by Perry to close the Public Hearing at 7:59PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Bartholomew second by Perry to impose the First Violation Civil Penalty to 123 Pasta for their violation.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Bartholomew to impose the First Violation Civil Penalty to AMC Theatre for their violation.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville requested that the owner from Arbor Pointe Liquor, Tom Harris, pick a date that they are closed.

Mr. Harris stated that he chose February 10th.

City Clerk Tesser commented that the date is a Sunday and that they probably do not get as many sales on a Sunday as compared to other days of the week.

Motion by Piekarski Krech second by Perry to approve the date of February 10th, with the fine as stated for Arbor Pointe Liquor.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

A. Approval of Extension Liquor Permit for Mississippi Pub, 4455 66th Street E.

City Attorney Kuntz stated that this was moved to the Regular Agenda because under the Liquor Code, the section dealing with the Expansion of a Compact and Contiguous Area to include more area, is treated as a temporary Amendment to the License and the duration of that time is limited by the Council. He stated that the Council shall hold a hearing regarding the Application for temporary Liquor License. He stated that if you are entitled to a hearing they will tell you that the hearing is taking place and if anyone, including the Applicant, wanted to speak regarding it, they can do so. He stated that this includes an expanded area.

City Clerk Tesser stated that the Applicant held this event last year. It is called Oktoberfest and will take place October 5th through October 7th. She stated that the process included the Fire Marshall and Police Commander Josh Otis and involves reviewing the application, speaking with the Applicant, and working with them prior to the event. She stated that the Applicant submitted everything he needed to submit and that Staff recommends approval.

Mayor Tourville questioned if the owner, Mr. Harms, was contacted about it being moved on the Agenda from consent to regular.

City Clerk Tesser responded that she had not had the chance to contact the owner as she found out about the Agenda item being moved to a hearing earlier this afternoon.

Motion by Hark second by Bartholomew to close the Public Hearing at 8:06PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Hark second by Piekarski Krech to approve the Approval of Extension Liquor Permit for Mississippi Pub, 4455 66th Street E.

Ayes: 5

Nays: 0 Motion carried.

I. POLICE DEPARTMENT:

B. CITY OF INVER GROVE HEIGHTS; Consider a Resolution to Support Response and Case-Handling by the Police Department for Domestic Violence Perpetrated by Police Officers or High-Profile Person. Resolution 18-204.

Police Chief Schnell stated that October is Domestic Violence Awareness Month. This Community works with 360 Communities, a local non-profit that provides domestic violence and sexual assault advocacy services across Dakota County. Inver Grove Heights has an advocate within their Police Department. He stated that Ann Averill and Ann Sheridan, from 360 Communities, are in attendance this evening.

He stated that they are looking for the Council's support of a Resolution for a departmentally developed and implemented policy for the establishment and implementation of an Inver Grove Heights Police

Department response and case-handling policy for reported incidents of domestic violence perpetrated by Police Officers or high-profile persons. This would go into effect on October 1st. He stated that this policy is recommended by the International Association of Chiefs of Police and is a part of the MN Blueprint for Safety for the response to domestic violence. He stated that since June 1st, 2018, our Police Department has responded to more than 100 domestic calls for service. In many instances those calls can impact the Community and public safety, and many times, children are present as witnesses. He stated that this topic was one of their priorities in 2018 and that they have addressed the following commitment to that priority as follows:

1. Increased internal training of Officers on domestic violence and their response to incidences.
2. Involvement in numerous meetings with advocacy groups, members of their Department, and City Prosecutors, to the handling of the cases from a Court perspective.
3. Some Staff members are active in the Dakota County Community Response team, which speaks to the broad range of issues relative to domestic and family violence.
4. Initiatives have been done for Officers to do proactive visits to the homes of those that have been issued orders for protection. The purpose of the visits is to ensure safety and better responded compliance.

He stated that those efforts demonstrate the Departments commitment to domestic violence. They know public trust requires and demands consistent response to the crime. He commented that sometimes, public trust has been undermined because that person was a Police Officer, public official, or other high-profile person.

To ensure consistency, it is the goal of the Department to implement this policy that speaks to the manner in which they would respond to domestic violence perpetrated by Police Officers and high-profile persons. He stated that the policy recommendations being made will provide clarity for their Officers and keep with the standard response expectations that they have regardless of who is involved in these instances.

Police Commander Josh Otis stated that this policy has a few requirements that are not that different from the overall domestic violence response policy.

This policy provides the following:

- Provides clear direction to calls when the suspect is an Officer or high-profile person.
- Protects due process regardless of those involved in the domestic violence incident.
- Provides clear direction to Officers and Supervisors of what will happen with the cases, including an instance in which the Chief or Command Staff member may be that suspected person.
- Covers elected Officials and some appointed positions.
- Does not cover Council appointed Commissions such as Commissioners. It covers those that have policy considerations.
- Provides for decision to be made by a person above the rank of the suspected person involved.
- Allows for the removal of a City-owned firearm from one of our Officers if they are subject to an arrest.
- Provides the ability to notify Command Staff of another Law Enforcement Jurisdiction if an Officer from that Jurisdiction was subject to an arrest to allow them to remove that firearm as well.
- Covers the well-being of their Officers and the Departments zero tolerance concerning domestic violence by their Officers through prevention, hiring, and training practices.
- Pre-hiring screening for candidates that have a history of perpetuating violence. They will be screened out of that process.
- Post-hire interview to encourage family members to let them know of concerns of that family member that is an Officer.
- Provides on-going training through in-services, roll calls, and training bulletins.

Ann Averill, 360 Communities, Inver Grove Heights resident, commended the Police Department for their leadership with this issue. She stated that domestic violence is a complex issue when there are higher profile people involved as it makes navigating those systems more difficult for victims. She commented on the amount of domestic calls this Department has received since June, and stated that she supervises the advocate in this Police Department. She stated that the advocates role is to provide follow up with the victims and help them with their options, safety planning, and to navigate where they go from here and what they can do. She thanked the City Council for their time and commented that the adoption of a policy like this paves the way for other Communities in the area.

Councilmember Hark asked if the advocate was a member of the Police Department or an outside person.

Commander Otis responded that the advocate was a member of 360 Communities and that they have an office in their Department.

Mayor Tourville commented that this is a very important topic. He thanked 360 Communities for being a part of the solution in the City.

Motion by Piekarski Krech second by Hark to approve to Consider a Resolution 18-204 to Support Response and Case-Handling by the Police Department for Domestic Violence Perpetrated by Police Officers or High-Profile Person.

Ayes: 5

Nays: 0 Motion carried.

II. COMMUNITY DEVELOPMENT:

C. PETE KAMISH; Consider a Resolution relating to a Variance to Allow an Accessory Structure 1,200 Square Feet in Size for Property Located at 4046 60th Street. Resolution 18-205.

Community Development Director Janice Gundlach stated that this item was before the City Council at the last meeting but the Applicant was not in attendance so it was tabled until this meeting. She displayed a map of the location and stated that the request is for a Variance for a 1,200 square foot accessory building when the Code only allows for 1,000 square feet. She stated that the Planning Commission recommended denial after holding a Public Hearing and that there was no public testimony at that Hearing other than from the Applicant. She stated that Staff also recommends denial. She stated that in this zoning district, R1C, you are limited to one 1,000 square foot building. If you have between 2.5 and 5 acres and are in Agriculture and E1 Districts, you can have one building at 1,600 square feet. She stated that if you have more than five acres and are in the A & E zones you can have two buildings not to exceed 2,400 square feet. This property is 2.36 acres. She stated that there is a denial Resolution and an approval Resolution located in the Council packets depending on the outcome.

Pete Kamish, 4046 60th Street East apologized for not attending the last meeting as he had the incorrect date written down. He stated that he has four children and four vehicles and lives on a steep hillside and that it was difficult to make his original garage larger. He commented that he has numerous items to store such as his plow truck, lawn items, boat, and accessories, and that trying to keep all those items inside a 1,000 square foot structure would not be large enough.

Councilmember Bartholomew asked if the topography of the lot resulted in him having to have a 20x20 garage attached to his home, and that he couldn't go larger. He asked if he knew at the time that he built if he was aware that the maximum size accessory would be 1,000 square feet.

Mr. Kamish responded that he went with 20x20 as that was the only size that he could build and that anything larger would have been difficult to tie into the area. He responded that he was not aware that he could not build anything larger than 1,000 square feet. He commented that there isn't any parking on the

street below as it is a cul-de-sac and that when company comes he could have up to eight cars in the driveway.

Councilmember Piekarski Krech commented that when she looked at the plan she agreed the walk up to the house was far. She asked when putting the accessory building in, if he would add space for turning around.

Mayor Tourville asked for more information on Parcel B and Parcel A.

Community Development Director Gundlach responded that Parcel A and Parcel B are from an old subdivision and known as one parcel. She stated that if Mr. Kamish were to move forward with recording the subdivision, requirements of that old subdivision state that Parcel A would be combined with his existing parcel, and Parcel B would remain as a developable lot for a single-family home.

Mr. Kamish responded that Parcel A is going to be brought into his lot at some point. There was a survey error that he hopes to have fixed and stated that it will come before the City Council in the near future.

Councilmember Piekarski Krech asked if Parcel's A and B are included in this acreage.

Community Development Director Gundlach responded that 2.36 acres is only for the existing homestead.

Councilmember Piekarski Krech commented that when looking at the amount of hillside, and all of his items being stored inside rather than outside so the neighborhood doesn't have to look at it, 1,200 square feet seemed reasonable to her.

Mayor Tourville agreed.

Councilmember Hark asked what the practical difficulty would be.

Councilmember Piekarski Krech stated that it would be the topography and the safety. She commented that if he attached it to his house he could have it as big as he wanted.

Motion by Piekarski Krech second by Perry to approve to Consider Resolution 18-205 relating to a Variance to Allow an Accessory Structure 1,200 Square Feet in Size for Property Located at 4046 60th Street. The practical difficulty would be due to safety and topography, with the requirement that Parcel A be combined with the homestead lot within one year.

Mayor Tourville stated that the Applicant may not want the Motion to reflect that Parcel A has to be a part of the homestead.

Mr. Kamish responded that it was going to happen at some point, but that doing so could take more time.

Councilmember Piekarski Krech asked if this would be done within a year, and if so, if she could put a one-year timeline on it.

Mr. Kamish responded that it would be done within a year and that it worked for him.

Mayor Tourville stated that the conditions for approval include the topography, safety, and the potential for Parcel A becoming a part the homestead and that Parcel B would become its own parcel.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Councilmember Piekarski Krech thanked everyone who came out and brought mattresses for Clean-Up Day. She commented that they had a lot of items come in and that she is waiting to hear back about how many pounds of items came through. She commented that they figured out for next year that they are going to need to have a category for exercise equipment as there was a lot of that brought in. She stated that she spoke with one of the haulers in town who said that when they pick mattresses up in St. Paul they have to charge almost \$35.00 per size. People brought them here for \$15.00. She stated that the company that takes the mattresses recycles them.

Mayor Tourville stated that the next Work Session is on Monday, October 1st.

He stated that the Moose Lodge has invited them to do another Campaign Council Forum on October 2nd at 7:00 p.m. at the Moose Lodge. This is sponsored by the Moose Lodge.

City Administrator Lynch stated that it would have to be noticed as a potential City Council meeting if three candidates attend.

City Attorney Lynch stated that the practice in the past has been to notice it.

Mayor Tourville commented that he didn't feel it has been done that way before.

Councilmember Hark suggested they make notice of it.

Motion by Hark second by Perry to take notice of a Candidate Forum at Moose Lodge on October 2nd at 7:00 p.m.

Ayes: 5

Nays: 0 Motion carried.

9. ADJOURN:

Motion by Perry second by Hark to adjourn the meeting at 8:39 p.m.

Ayes: 5

Nays: 0 Motion carried.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 8, 2018
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

☐	None
☒	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of September 19, 2018 to October 2, 2018.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending October 2, 2018. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$363,954.93
Debt Service & Capital Projects	439,761.40
Enterprise & Internal Service	188,059.47
Escrows	35,309.71
Grand Total for All Funds	<u><u>\$1,027,085.51</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period September 19, 2018 to October 2, 2018 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING October 2, 2018**

WHEREAS, a list of disbursements for the period ending October 2, 2018 was presented to the City Council for approval;

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

General & Special Revenue	\$363,954.93
Debt Service & Capital Projects	439,761.40
Enterprise & Internal Service	188,059.47
Escrows	35,309.71
Grand Total for All Funds	<u><u>\$1,027,085.51</u></u>

Adopted by the City Council of Inver Grove Heights this 8th day of October, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 09/19/2018 - 10/02/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ADVANCED GRAPHIX, INC.	199192	10/02/2018	4/18/18	101.42.4200.423.60065	975.00
ADVANCED GRAPHIX, INC.	199500	10/02/2018	5/30/18	101.42.4200.423.60065	570.00
AFSCME COUNCIL 5	INV0078523	09/28/2018	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	956.67
AFSCME COUNCIL 5	INV0078524	09/28/2018	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	73.60
BARNA, GUZY, & STEFFEN LTD	192299	10/02/2018	50003-005	101.41.1100.413.30430	52.00
BJORKLUND COMPENSATION CONSULTING,	00003952	10/02/2018	9/19/18	101.41.1100.413.30500	734.88
CITY OF SAINT PAUL	IN000030675	10/02/2018	76	101.43.5200.443.60016	2,261.38
CLAREY'S SAFETY EQUIPMENT	179062	10/02/2018	090500	101.42.4200.423.60040	261.38
COPY RIGHT	79970	10/02/2018	9/21/18	101.42.4000.421.50030	206.82
CRAWFORD DOOR SALES COMPANY	31423	10/02/2018	4373	101.42.4200.423.40040	222.50
CZECK LAWN CARE AND SNOW SERVICE	1363	10/02/2018	9/10/18	101.43.5200.443.40046	1,155.00
DAKOTA AGGREGATES, LLC.	A6103634	10/02/2018	9021	101.43.5200.443.60016	1,667.29
DAKOTA CTY FINANCIAL SVCS	00031689	10/02/2018	P0001753	101.44.6000.451.70501	13,890.00
DAKOTA ELECTRIC ASSN	246837-9 9/18	09/21/2018	Electric	101.44.6000.451.40020	3,711.30
DAKOTA ELECTRIC ASSN	250165-8 9/18	09/21/2018	Electric	101.44.6000.451.40020	704.12
DAKOTA ELECTRIC ASSN	393563-2 9/18	09/21/2018	Electric	101.44.6000.451.40020	574.65
DAKOTA ELECTRIC ASSN	426713-4 9/18	09/21/2018	Electric	101.43.5400.445.40020	49.03
DAKOTA ELECTRIC ASSN	443054-2 9/18	09/21/2018	Electric	101.44.6000.451.40020	17.00
DAKOTA ELECTRIC ASSN	109394-7 9/18	09/21/2018	Electric	101.43.5400.445.40020	1,164.62
DLT SOLUTIONS INC	4703076B	10/02/2018	4703076	101.43.5100.442.60042	7,650.76
EFTPS	INV0078543	09/28/2018	FEDERAL WITHHOLDING	101.203.2030200	48,217.78
EFTPS	INV0078545	09/28/2018	MEDICARE WITHHOLDING	101.203.2030500	15,124.08
EFTPS	INV0078546	09/28/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	46,379.58
EFTPS	INV0078547	10/01/2018	MEDICARE WITHHOLDING	101.203.2030500	4.64
EFTPS	INV0078548	10/01/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	19.80
FIRE MARSHALS ASSOCIATION OF MINNESO	10/16-10/17 F. MARTIN	10/02/2018	LP GAS TRAINING F. MARTIN	101.45.3300.419.50080	250.00
FIRE MARSHALS ASSOCIATION OF MINNESO	10/16-10/17 S. JOHNSON	10/02/2018	TRAINING S. JOHNSON	101.45.3300.419.50080	250.00
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0078528	09/28/2018	HSA ELECTION-FAMILY	101.203.2032500	2,952.01
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0078529	09/28/2018	HSA ELECTION-SINGLE	101.203.2032500	4,437.45
GENESIS EMPLOYEE BENEFITS, INC	IN1344185	10/02/2018	8/1/18-8/31/18	101.42.4000.421.30550	40.00
GENESIS EMPLOYEE BENEFITS, INC	9/30/18	09/30/2018	FLEX COMP SPEND DED. PAY	101.203.2031500	4,006.82
ICMA RETIREMENT TRUST - 457	INV0078530	09/28/2018	ICMA-AGE <49 %	101.203.2031400	6,527.70
ICMA RETIREMENT TRUST - 457	INV0078531	09/28/2018	ICMA-AGE <49	101.203.2031400	5,151.54
ICMA RETIREMENT TRUST - 457	INV0078532	09/28/2018	ICMA-AGE 50+ %	101.203.2031400	954.70
ICMA RETIREMENT TRUST - 457	INV0078533	09/28/2018	ICMA-AGE 50+	101.203.2031400	5,251.91
ICMA RETIREMENT TRUST - 457	INV0078534	09/28/2018	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	88.57
ICMA RETIREMENT TRUST - 457	INV0078541	09/28/2018	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,943.07
ICMA RETIREMENT TRUST - 457	INV0078542	09/28/2018	ROTH IRA (AGE 50 & OVER)	101.203.2032400	400.00
INNOVATIVE OFFICE SOLUTIONS	SUM-042033	09/27/2018	S28777	101.41.1200.414.60065	229.74
INNOVATIVE OFFICE SOLUTIONS	SUM-042033	09/27/2018	S28777	101.43.5100.442.60040	142.40
INNOVATIVE OFFICE SOLUTIONS	SUM-042033	09/27/2018	S28777	101.45.3000.419.60010	21.56
INNOVATIVE OFFICE SOLUTIONS	SUM-042033	09/27/2018	S28777	101.45.3300.419.60040	901.27
INSIGHT EDGE	1546	09/27/2018	9/11/18	101.41.1100.413.30700	1,500.00
INTOXIMETERS	606781	09/27/2018	C000MNINV0	101.42.4000.421.60040	575.00
KEEPRS, INC	385687	09/27/2018	INVERG0006	101.42.4000.421.60045	181.96
KENISON, TERRI	AUGUST 2018	09/27/2018	AUGUST 2018	101.42.4200.423.30700	850.00
LAWMAN BADGE COMPANY	5627	10/02/2018	9/20/18	101.42.4000.421.60045	221.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Com	10/02/2018	Legal	101.45.3000.419.30420	44.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Cour	10/02/2018	Legal	101.41.1000.413.30401	120.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Engi	10/02/2018	Legal	101.43.5100.442.30420	2,192.50
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Mayc	10/02/2018	Legal	101.41.1000.413.30420	3,845.37
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Plan	10/02/2018	Legal	101.45.3200.419.30420	244.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Publi	10/02/2018	Legal	101.43.5000.441.30420	40.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Raus	10/02/2018	Legal	101.45.3000.419.30420	2,018.03
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Wak	10/02/2018	Legal	101.43.5100.442.30420	44.00
LIFE SUPPORT INNOVATION	1564	10/02/2018	9/24/18	101.42.4000.421.60065	1,329.10
M & J SERVICES, LLC	1903	10/02/2018	8/30/18	101.43.5200.443.40046	1,225.00
MINNEAPOLIS OXYGEN CO.	00030239	09/27/2018	01910	101.42.4200.423.30700	71.61
MINNEAPOLIS OXYGEN CO.	00030240	09/27/2018	01915	101.42.4200.423.30700	71.61
MINNESOTA DEPARTMENT OF HUMAN SERV	INV0078525	09/28/2018	STEVE HER FEIN/TAXPAYER ID: 4160	101.203.2032100	439.04
MINNESOTA DEPARTMENT OF HUMAN SERV	INV0078526	09/28/2018	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	294.18
MINNESOTA DEPARTMENT OF HUMAN SERV	INV0078527	09/28/2018	JOHN VERDEJA FEIN/TAXPAYER ID: 4	101.203.2032100	190.49
MN DEPT OF REVENUE	Aug - 18	09/20/2018	Taxes	101.207.2070300	0.26
MN DEPT OF REVENUE	Aug - 18 CR	09/20/2018	Taxes	101.207.2070300	(0.71)
MN DEPT OF REVENUE	INV0078544	09/28/2018	STATE WITHHOLDING	101.203.2030300	23,137.30
MN GLOVE & SAFETY, INC.	310651	10/02/2018	CTINVE	101.45.3300.419.60045	109.99
MN NCPERS LIFE INSURANCE	OCTOBER 2018	10/02/2018	OCTOBER 2018 PREMIUM	101.203.2031600	320.00
NET TRANSCRIPTS, INC.	0020194-IN	09/27/2018	8/31/18	101.42.4000.421.70501	325.95

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NRG ENERGY INC	000857106007	10/02/2018	008000127767	101.43.5400.445.40020	2,382.05
NRG ENERGY INC	000857106007	10/02/2018	008000127767	101.44.6000.451.40020	47.34
NRG ENERGY INC	000857106008	10/02/2018	008000127768	101.43.5400.445.40020	1,856.80
NRG ENERGY INC	000857106008	10/02/2018	008000127768	101.44.6000.451.40020	474.41
NRG ENERGY INC	000857106016	10/02/2018	008000130189	101.42.4200.423.40020	2,276.63
NRG ENERGY INC	000857106016	10/02/2018	008000130189	101.44.6000.451.40020	283.98
PERA	INV0078535	09/28/2018	PERA COORDINATED PLAN	101.203.2030600	40,553.94
PERA	INV0078536	09/28/2018	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,119.56
PERA	INV0078537	09/28/2018	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0078538	09/28/2018	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	69.23
PERA	INV0078539	09/28/2018	PERA POLICE & FIRE PLAN	101.203.2030600	15,371.99
PERA	INV0078540	09/28/2018	EMPLOYER SHARE (POLICE & FIRE PI	101.203.2030600	23,057.97
PETTY CASH - POLICE	9/20/18	09/27/2018	PETTY CASH REQUEST	101.42.4000.421.50075	13.41
PINE BEND PAVING, INC.	9091718	10/02/2018	9/17/18	101.43.5200.443.40046	1,500.00
STREAMLINE DESIGN INC	38566	10/02/2018	9/20/18	101.42.4200.423.60045	1,105.00
THOR HOWE	1017	09/27/2018	9/15/18	101.42.4000.421.60013	2,480.00
TOTAL CONSTRUCTION & EQUIP.	5813	10/02/2018	9/7/18	101.44.6000.451.40047	1,125.63
TRINITY EXTERIORS INC.	240391	10/02/2018	REFUND - SIDING	101.45.0000.3221000	80.00
UNIFIRST CORPORATION	090 0440759	10/02/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0440759	10/02/2018	1051948	101.44.6000.451.60045	30.19
UNIFIRST CORPORATION	090 0441892	10/02/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0441892	10/02/2018	1051948	101.44.6000.451.60045	30.19
UPS	000027914A368	10/02/2018	27914A	101.43.5200.443.60016	4.29
US POSTMASTER - EAGAN	NOVEMBER-DECEMBER	10/02/2018	INSIGHTS MAILING	101.41.1100.413.50035	2,500.00
XCEL ENERGY	606284042	09/20/2018	Gas & Electric	101.43.5400.445.40020	8,907.65
XCEL ENERGY	606284042 CR	09/20/2018	Gas & Electric	101.43.5200.443.40020	(17.32)
XCEL ENERGY	606748659	09/20/2018	Gas & Electric	101.44.6000.451.40020	151.80
XCEL ENERGY	606748661	09/20/2018	Gas & Electric	101.44.6000.451.40010	181.00
XCEL ENERGY	606748661 CR	09/20/2018	Gas & Electric	101.44.6000.451.40020	(2,776.28)
XCEL ENERGY	606817408	09/20/2018	Gas & Electric	101.42.4000.421.40042	44.03
Fund: 101 - GENERAL FUND					324,597.00
CHARTER COMMUNICATIONS HOLDINGS, LL	INV-110117517	10/02/2018	11087375	201.44.1600.465.50025	1,000.00
ENSEMBLE CREATIVE & MARKETING	IGH092418	10/02/2018	JULY-SEPT 2018	201.44.1600.465.50025	1,482.00
PROFESSIONAL SPORTS PUBLICATIONS	8046589	10/02/2018	2018 MN WILD GAME PROGRAM	201.44.1600.465.50025	3,000.00
STACY ANN BROOKS	176	10/02/2018	OCTOBER	201.44.1600.465.50025	175.00
Fund: 201 - C.V.B. FUND					5,657.00
BRANDNER, DAVID	9/13/18	10/02/2018	2018 CONDUCT FEE	204.228.2280100	50.00
CORNELL, ETHAN	9/13/18	10/02/2018	2018 CONDUCT FEE	204.228.2280100	50.00
DAULTON, JOSH	9/13/18	10/02/2018	2018 CONDUCT FEE	204.228.2280100	50.00
ELTON, ERIK	9/13/18	10/02/2018	2018 CONDUCT FEE	204.228.2280100	50.00
FOLLMER, ADAM	9/13/18	10/02/2018	2018 CONDUCT FEE	204.228.2280100	50.00
GRESHOWAK, PHILLIP	9/13/18	10/02/2018	2018 CONDUCT FEE	204.228.2280100	50.00
HAUCK, JEFF	9/13/18	10/02/2018	2018 CONDUCT FEE	204.228.2280100	80.00
KRUMRIE, MATT	9/13/18	10/02/2018	2018 CONDUCT FEE	204.228.2280100	50.00
MN DEPT OF REVENUE	Aug - 18	09/20/2018	Taxes	204.207.2070300	384.42
MUSEUS, DANIEL	9/13/18	10/02/2018	2018 CONDUCT FEE	204.228.2280100	50.00
MUSEUS, JOHN	9/13/18	10/02/2018	2018 CONDUCT FEE	204.228.2280100	50.00
ORTEGA, NICHOLAS	9/13/18	10/02/2018	2018 CONDUCT FEE	204.228.2280100	50.00
PEDERSEN, RYAN	9/13/18	10/02/2018	2018 CONDUCT FEE	204.228.2280100	50.00
PIERCE, KEN	9/13/18	10/02/2018	2018 CONDUCT FEE REFUND	204.228.2280100	25.00
SIRBA, JAMES	9/13/18	10/02/2018	2018 CONDUCT FEE	204.228.2280100	50.00
SOUTH ST PAUL UMPIRES ASSOC	8/21/18	09/27/2018	8/21/18	204.44.6100.452.30700	870.00
STAPLES, PATTI	9/13/18	10/02/2018	2018 CONDUCT FEE	204.228.2280100	50.00
STARR, JASON	9/13/18	10/02/2018	2018 CONDUCT FEE	204.228.2280100	50.00
Fund: 204 - RECREATION FUND					2,059.42
BYRNE, LINDA	9/14/18	10/02/2018	REIMBURSEMENT	205.44.0000.3493501	143.00
CHAMPION TANK SERVICES	914-2	10/02/2018	9/11/18	205.44.6200.453.40040	1,940.00
CHAMPION TANK SERVICES	914-2	10/02/2018	9/11/18	205.44.6200.453.40040	1,940.00
INNOVATIVE OFFICE SOLUTIONS	SUM-042033	09/27/2018	S28777	205.44.6200.453.60040	28.90
MN DEPT OF REVENUE	Aug - 18	09/20/2018	Taxes	205.207.2070300	6,748.62
XCEL ENERGY	606748659	09/20/2018	Gas & Electric	205.44.6200.453.40020	12,466.21
XCEL ENERGY	606748659 CR	09/20/2018	Gas & Electric	205.44.6200.453.40020	(132.34)
XCEL ENERGY	606748661	09/20/2018	Gas & Electric	205.44.6200.453.40010	2,143.36
XCEL ENERGY	606748661	09/20/2018	Gas & Electric	205.44.6200.453.40010	866.39
XCEL ENERGY	606748661	09/20/2018	Gas & Electric	205.44.6200.453.40020	4,529.37
Fund: 205 - COMMUNITY CENTER					30,673.51
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 EDA	10/02/2018	Legal	290.45.3000.419.30420	36.00
Fund: 290 - EDA OPERATING					36.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Acq.	10/02/2018	Legal	291.45.3000.419.30420	932.00
Fund: 291 - EDA ACQUISITIONS					932.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO BANK	1604455	09/27/2018	75163200	365.57.9000.570.90300	1,000.00
Fund: 365 - G.O. IMPR BONDS 2015A					1,000.00
WELLS FARGO BANK	1604457	09/27/2018	75163200	366.57.9000.570.90300	1,000.00
Fund: 366 - GO SEWER REVENUE BONDS, 2015B					1,000.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Herit	10/02/2018	Legal	402.44.6000.451.30420	229.50
Fund: 402 - PARK ACQ. & DEV. FUND					229.50
COST, PLANNING AND MANAGEMENT INTER	6870	09/27/2018	18208	434.42.4200.423.30700	2,344.78
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Fire	10/02/2018	Legal	434.42.4200.423.30420	1,584.00
Fund: 434 - 2014 IMPROVEMENT FUND					3,928.78
WSB & ASSOCIATES, INC.	R-011626-000-7	10/02/2018	HVP DOG PARK DEVELOPMENT	436.44.5900.736.30300	6,760.75
Fund: 436 - 2016 IMPROVEMENT FUND					6,760.75
BECKER ARENA PRODUCTS, INC.	PAY REQUEST NO. 3	09/27/2018	CITY PROJECT 2017-1722	437.44.5900.737.80200	86,632.68
DAKOTA CTY PROP TAXATION & RECORDS	2ND HALF 2018 CITY F	09/27/2018	2018 2ND HALF CITY PROPERTY TAX	437.44.5900.737.30700	1,064.34
EVERGREEN LAND SERVICES	00-11995	10/02/2018	9/17/18	437.44.5900.737.30700	362.80
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Herit	10/02/2018	Legal	437.44.5900.737.30420	3,292.85
Fund: 437 - 2017 IMPROVEMENT FUND					91,352.67
SHORT ELLIOTT HENDRICKSON, INC.	355388	09/27/2018	4340	438.73.5900.738.30300	1,398.04
Fund: 438 - 2018 IMPROVEMENT FUND					1,398.04
XCEL ENERGY	606284042 CR	09/20/2018	Gas & Electric	441.74.5900.741.40020	(300.82)
Fund: 441 - STORM WATER MANAGEMENT					(300.82)
ARBOR HILL TREE FARM, LLC.	4806	09/27/2018	9/11/18	446.74.5900.746.80300	1,815.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 #150	10/02/2018	Legal	446.74.5900.746.30420	54.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 #151	10/02/2018	Legal	446.74.5900.746.30420	324.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 #172	10/02/2018	Legal	446.74.5900.746.30420	724.00
MAX STEININGER, INC.	PAY VO. NO. 2	09/27/2018	CITY PROJECT NO. 2015-03, 2017-03, :	446.74.5900.746.80300	169,162.81
MAX STEININGER, INC.	PAY VO. NO. 2	09/27/2018	CITY PROJECT NO. 2015-03, 2017-03, :	446.74.5900.746.80300	104,040.33
MAX STEININGER, INC.	PAY VO. NO. 2	09/27/2018	CITY PROJECT NO. 2015-03, 2017-03, :	446.74.5900.746.80300	24,543.49
WSB & ASSOCIATES, INC.	R-012429-000-2	09/27/2018	9/14/18	446.74.5900.746.30300	31,255.25
WSB & ASSOCIATES, INC.	0-001702-270-9	10/02/2018	9/24/18	446.74.5900.746.30300	392.00
Fund: 446 - NW AREA					332,310.88
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Acq.	10/02/2018	Legal	449.45.3000.419.30420	1,081.60
Fund: 449 - COMMUNITY PROPERTY					1,081.60
JOEL CARLSON	9/15/18	10/02/2018	OCTOBER 2018	451.75.5900.751.30700	1,000.00
Fund: 451 - HOST COMMUNITY FUND					1,000.00
ELROY'S ELECTRIC SERVICE	6146	09/27/2018	9/11/18	501.50.7100.512.60016	97.00
GRAINGER	9897539905	09/27/2018	806460150	501.50.7100.512.60016	21.42
GRAINGER	9899053806	09/27/2018	806460150	501.50.7100.512.60016	15.42
GRAINGER	9901253717	09/18/2018	806460150	501.50.7100.512.60016	(21.42)
MN DEPT OF REVENUE	Aug - 18	09/20/2018	Taxes	501.207.2070200	7,735.82
NRG ENERGY INC	000857106007	10/02/2018	008000127767	501.50.7100.512.40020	4,467.69
NRG ENERGY INC	000857106008	10/02/2018	008000127768	501.50.7100.512.40020	4,120.14
NRG ENERGY INC	000857106016	10/02/2018	008000130189	501.50.7100.512.40020	19,474.49
NRG ENERGY INC	000857106017	10/02/2018	008000132271	501.50.7100.512.40020	9,865.03
WATER CONSERVATION SERVICES INC	8840	09/27/2018	9/17/18	501.50.7100.512.40043	286.05
Fund: 501 - WATER UTILITY FUND					46,061.64
AUTOMATIC SYSTEMS CO.	32837	09/27/2018	INVE01	502.51.7200.514.40042	688.55
INSITUFORM TECHNOLOGIES USA, INC.	102475	09/27/2018	102475	502.51.7200.514.40043	726.16
NRG ENERGY INC	000857106007	10/02/2018	008000127767	502.51.7200.514.40020	17.64
NRG ENERGY INC	000857106008	10/02/2018	008000127768	502.51.7200.514.40020	697.27
Fund: 502 - SEWER UTILITY FUND					2,129.62
BREAKTHRU BEVERAGE MINNESOTA	1090909396	09/27/2018	102294	503.52.8300.524.76150	252.00
BREAKTHRU BEVERAGE MINNESOTA	109091273	10/02/2018	102294	503.52.8300.524.76150	88.00
BREAKTHRU BEVERAGE MINNESOTA	2080208544	10/02/2018	102294	503.52.8300.524.76150	(1.45)
COCA COLA BOTTLING COMPANY	3607204671	10/02/2018	9/19/18	503.52.8300.524.76100	381.60
DAKOTA ELECTRIC ASSN	201360-5 9/18	09/21/2018	Electric	503.52.8600.527.40020	223.64
DRAFT TECHNOLOGIES	09241804	10/02/2018	9/24/18	503.52.8300.524.76150	55.00
GEMPLER'S INC.	SI04257118	09/27/2018	190222	503.52.8600.527.60040	121.58
GEMPLER'S INC.	SI04260962	09/27/2018	190222	503.52.8600.527.60040	68.37
GEMPLER'S INC.	SI04263077	09/27/2018	190222	503.52.8600.527.60012	130.09
JOHNSON BROTHERS LIQUOR COMPANY INC	3292071	10/02/2018	125656	503.52.8300.524.76150	358.00
MANSFIELD OIL COMPANY	20956761	09/27/2018	24129	503.52.8400.525.60021	1,140.00
MN DEPT OF REVENUE	Aug - 18	09/20/2018	Taxes	503.207.2070300	22,235.26
MTI DISTRIBUTING CO	1187842-00	09/27/2018	402307	503.52.8600.527.40042	127.36
MTI DISTRIBUTING CO	1188833-00	09/27/2018	402307	503.52.8600.527.40042	416.30
NRG ENERGY INC	000857106007	10/02/2018	008000127767	503.52.8600.527.40020	124.49

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TDS METROCOM	9/13/18 651 457 3667	09/27/2018	651 457 3667	503.52.8500.526.50020	1,264.07
US FOODSERVICE	5484387	10/02/2018	03805983	503.52.8300.524.60065	61.88
US FOODSERVICE	5484387	10/02/2018	03805983	503.52.8300.524.76050	367.83
US FOODSERVICE	5484387	10/02/2018	03805983	503.52.8300.524.76100	209.25
XCEL ENERGY	605525523	09/20/2018	Gas & Electric	503.52.8500.526.40010	47.51
XCEL ENERGY	605525523	09/20/2018	Gas & Electric	503.52.8500.526.40020	1,311.18
XCEL ENERGY	605525523	09/20/2018	Gas & Electric	503.52.8600.527.40010	37.94
XCEL ENERGY	605525523	09/20/2018	Gas & Electric	503.52.8600.527.40020	4,780.17
Fund: 503 - INVER WOOD GOLF COURSE					33,800.07
INTOXIMETERS	606782	09/27/2018	C000MNINVO	602.00.2100.415.40048	575.00
Fund: 602 - RISK MANAGEMENT					575.00
ABM EQUIPMENT & SUPPLY	0157302-IN	10/02/2018	0126850	603.00.5300.444.40041	553.18
ADVANCED GRAPHIX, INC.	199700	09/27/2018	6/22/18	603.00.5300.444.80700	1,864.00
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004180414	10/02/2018	14649	603.140.1450050	360.26
CUSTOM FIRE APPARATUS INC	0018461-IN	10/02/2018	INV01	603.00.5300.444.40041	515.59
DENNIS J. WALTER	9/11/18	09/27/2018	9/11/18	603.00.5300.444.40041	195.00
FACTORY MOTOR PARTS COMPANY	1-Z15638	10/02/2018	10799	603.140.1450050	120.43
FROST INC.	4612	10/02/2018	8/16/18	603.00.5300.444.40041	66.53
GERLACH OUTDOOR POWER EQUIP	159296	10/02/2018	109185	603.00.5300.444.40041	34.52
GERLACH OUTDOOR POWER EQUIP	160342	10/02/2018	109186	603.00.5300.444.40041	377.69
GRAINGER	9898403283	09/18/2018	803460150	603.00.5300.444.40040	10.30
GRAINGER	9909790041	10/02/2018	806460150	603.00.5300.444.40040	65.52
HOSE / CONVEYORS INC	00076602	10/02/2018	CIT300	603.00.5300.444.40041	189.70
INVER GROVE FORD	5258639	10/02/2018	9/13/18	603.00.5300.444.40041	111.84
INVER GROVE FORD	6267051/1	10/02/2018	9/13/18	603.00.5300.444.40041	1,020.76
INVER GROVE FORD	5259002	10/02/2018	9/20/18	603.00.5300.444.40041	316.25
INVER GROVE FORD	5259068	10/02/2018	9/21/18	603.00.5300.444.40041	219.88
KIMBALL MIDWEST	6593345	10/02/2018	222006	603.00.5300.444.60012	239.80
MACQUEEN EMERGENCY GROUP	P01437	10/02/2018	INVER003	603.00.5300.444.40041	464.02
MANSFIELD OIL COMPANY	20960247	10/02/2018	23866	603.140.1450060	5,659.53
MANSFIELD OIL COMPANY	20960412	10/02/2018	23866	603.140.1450060	1,245.71
MID CITY SERVICES, INC.	89069	10/02/2018	9/14/18	603.00.5300.444.40065	45.75
MN DEPT OF REVENUE	8/31/18	09/24/2018	AUGUST 2018 PETRO TAX	603.00.5300.444.60021	464.55
NORTH AMERICAN TRAILER SALES	0304134246	10/02/2018	10095	603.00.5300.444.40041	168.48
NORTH AMERICAN TRAILER SALES	0304134289	10/02/2018	10095	603.00.5300.444.40041	240.35
NORTHLAND CHEMICAL CORP	1991	10/02/2018	9/20/18	603.00.5300.444.60012	113.94
NRG ENERGY INC	000857106016	10/02/2018	008000130189	603.00.5300.444.40020	2,804.67
O' REILLY AUTO PARTS	1767-350499	10/02/2018	1578028	603.00.5300.444.40041	103.31
O' REILLY AUTO PARTS	1767-352019	10/02/2018	1578028	603.140.1450050	16.76
O' REILLY AUTO PARTS	1767-352452	10/02/2018	1578028	603.00.5300.444.40041	340.06
O' REILLY AUTO PARTS	1767-352947	10/02/2018	1578028	603.00.5300.444.40041	8.87
O' REILLY AUTO PARTS	1767-352966	10/02/2018	1578028	603.00.5300.444.40041	3.49
O' REILLY AUTO PARTS	1767-353295	10/02/2018	1578028	603.00.5300.444.40041	166.92
O' REILLY AUTO PARTS	1767-353417	10/02/2018	1578028	603.00.5300.444.40041	11.25
O' REILLY AUTO PARTS	1767-353425	10/02/2018	1578028	603.00.5300.444.40041	349.36
O' REILLY AUTO PARTS	1767-354448	10/02/2018	1578028	603.00.5300.444.40041	36.43
O' REILLY AUTO PARTS	1767-354665	10/02/2018	1578028	603.00.5300.444.40040	229.50
O' REILLY AUTO PARTS	1767-354817	10/02/2018	1578028	603.00.5300.444.40041	91.10
O' REILLY AUTO PARTS	1767-354833	10/02/2018	1578028	603.00.5300.444.40041	25.98
O' REILLY AUTO PARTS	1767-354861	10/02/2018	1578028	603.00.5300.444.40041	311.71
O' REILLY AUTO PARTS	1767-354862	10/02/2018	1578028	603.140.1450050	50.70
O' REILLY AUTO PARTS	1767-354878	10/02/2018	1578028	603.00.5300.444.40041	83.47
O' REILLY AUTO PARTS	1767-355041	10/02/2018	1578028	603.140.1450050	71.60
O' REILLY AUTO PARTS	1767-352955	10/02/2018	1578028	603.00.5300.444.40041	(36.00)
O' REILLY AUTO PARTS	1767-353304	10/02/2018	1578028	603.00.5300.444.40041	(166.92)
O' REILLY AUTO PARTS	1767-353424	10/02/2018	1578028	603.00.5300.444.40041	(346.54)
O' REILLY AUTO PARTS	1767-354879	10/02/2018	1578028	603.00.5300.444.40041	(91.10)
O' REILLY AUTO PARTS	1767-354881	10/02/2018	1578028	603.00.5300.444.40041	(67.13)
POMP'S TIRE SERVICE, INC.	980052076	10/02/2018	4502557	603.140.1450050	1,330.20
PUMP AND METER SERVICE INC	85222 B	10/02/2018	494500	603.00.5300.444.40040	157.00
RUFFRIDGE-JOHNSON	IA11870	10/02/2018	INVE01	603.00.5300.444.40041	90.04
SNAP-ON INDUSTRIAL	ARV/37295414	10/02/2018	9/13/18	603.00.5300.444.60040	48.19
TRUCK UTILITIES, INC.	0328766	10/02/2018	000154	603.00.5300.444.40041	1,275.00
UNIFIRST CORPORATION	090 0440759	10/02/2018	1051948	603.00.5300.444.40065	169.98
UNIFIRST CORPORATION	090 0440759	10/02/2018	1051948	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	090 0441892	10/02/2018	1051948	603.00.5300.444.40065	169.98
UNIFIRST CORPORATION	090 0441892	10/02/2018	1051948	603.00.5300.444.60045	33.50
WHOLESALE TIRE AND WHEEL OF MN, INC.	0167181	09/27/2018	8/25/18	603.00.5300.444.40041	933.00
XCEL ENERGY	606284042	09/20/2018	Gas & Electric	603.00.5300.444.40010	75.93
XCEL ENERGY	606284042 CR	09/20/2018	Gas & Electric	603.00.5300.444.40020	(1,309.93)
ZIEGLER INC	SW050303732	10/02/2018	4069900	603.00.5300.444.40041	2,941.74
ZIEGLER INC	SW050303733	10/02/2018	4069900	603.00.5300.444.40041	868.31
Fund: 603 - CENTRAL EQUIPMENT					25,477.51

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INNOVATIVE OFFICE SOLUTIONS	SUM-042033	09/27/2018	S28777	604.00.2200.416.60005	164.04
INNOVATIVE OFFICE SOLUTIONS	SUM-042033	09/27/2018	S28777	604.00.2200.416.60010	4,538.07
Fund: 604 - CENTRAL STORES					4,702.11
FLUID INTERIORS LLC	61009	10/02/2018	61009	605.00.7500.460.40040	3,042.29
LONE OAK COMPANIES	9/14/18	09/27/2018	POSTAGE REQUEST	605.00.7500.460.50035	1,457.00
SERVICE FIRE PROTECTION, INC.	13707	10/02/2018	9/19/18	605.00.7500.460.50055	290.00
XCEL ENERGY	606284042	09/20/2018	Gas & Electric	605.00.7500.460.40020	6,736.37
Fund: 605 - CITY FACILITIES					11,525.66
CARTE GRAPH SYSTEMS	SIN004947	09/27/2018	8/2/18	606.00.1400.413.30750	20,328.00
CDW GOVERNMENT INC	PDK1305	10/02/2018	2394832	606.00.1400.413.60041	590.24
CDW GOVERNMENT INC	PDM6291	10/02/2018	2394832	606.00.1400.413.60041	156.00
CDW GOVERNMENT INC	PDP0968	10/02/2018	2394832	606.00.1400.413.60041	4,302.32
CDW GOVERNMENT INC	PDS3783	10/02/2018	2394832	606.00.1400.413.60041	318.42
CDW GOVERNMENT INC	PDS9124	10/02/2018	2394832	606.00.1400.413.60041	168.22
IDEAL SYSTEM SOLUTIONS, INC.	67808	10/02/2018	9/19/18	606.00.1400.413.50070	20,800.00
MN DEPT OF REVENUE	Aug - 18	09/20/2018	Taxes	606.00.1400.413.60015	0.33
OFFICE OF MN. IT SERVICES	DV18080485	09/27/2018	200B00171	606.00.1400.413.50070	310.00
TDS METROCOM	9/13/18 651 457 7490	09/27/2018	651 457 7490	606.00.1400.413.50020	174.33
WORKS COMPUTING, INC.	30365	09/27/2018	INVER	606.00.1400.413.30700	16,640.00
Fund: 606 - TECHNOLOGY FUND					63,787.86
BILL AND MURIEL CARLSON	10/1/18	10/02/2018	9175 DALTON COURT ESCROW RELE	702.229.2288702	642.13
BILL AND MURIEL CARLSON	10/1/18	10/02/2018	9175 DALTON COURT ESCROW RELE	702.229.2288902	9,000.00
BILL AND MURIEL CARLSON	10/1/18	10/02/2018	9175 DALTON COURT ESCROW RELE	702.229.2290402	1,500.00
GONYEA HOMES	9/19/18	09/27/2018	ESCROW REDUCTION 9909 BAXTER	702.229.2303702	9,000.00
GUARANTY COMMERCIAL TILE, INC.	9/13/18	09/27/2018	ESCROW RELEASE 8811 AVIARY PAT	702.229.2287102	1,000.00
INTOXIMETERS	606783	09/27/2018	C000MNINV0	702.229.2291000	575.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Krec	10/02/2018	Legal	702.229.2306902	388.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Scel	10/02/2018	Legal	702.229.2284602	1,484.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Case	10/02/2018	Legal	702.229.2306002	1,437.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Conc	10/02/2018	Legal	702.229.2306702	72.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Dalgi	10/02/2018	Legal	702.229.2304702	105.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Forfe	10/02/2018	Legal	702.229.2291000	990.58
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Forfe	10/02/2018	Legal	702.229.2291000	24.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Forfe	10/02/2018	Legal	702.229.2291000	216.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Forfe	10/02/2018	Legal	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Forfe	10/02/2018	Legal	702.229.2291000	108.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Forfe	10/02/2018	Legal	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Forfe	10/02/2018	Legal	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Forfe	10/02/2018	Legal	702.229.2291000	24.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Gupt	10/02/2018	Legal	702.229.2307502	155.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Indus	10/02/2018	Legal	702.229.2298702	2,993.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Kami	10/02/2018	Legal	702.229.2283801	3,054.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Polic	10/02/2018	Legal	702.229.2291000	584.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Robe	10/02/2018	Legal	702.229.2285901	345.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Somi	10/02/2018	Legal	702.229.2299102	22.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Terry	10/02/2018	Legal	702.229.2304502	22.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/31/2018 Van	10/02/2018	Legal	702.229.2306202	72.00
NORTHERN SERVICE CENTER	19WSVB1854031	09/27/2018	ERIC DREYLING	702.229.2291000	600.00
PETTY CASH - POLICE	9/20/18	09/27/2018	PETTY CASH REQUEST	702.229.2291000	142.50
REDWOOD COUNTY SHERIFF'S OFFICE	CR13148	10/02/2018	BROOKLYN EVERETT	702.229.2291000	250.00
ROYAL CREDIT UNION	DERICK JAMESON	10/02/2018	2G1WT55K469412485	702.229.2291000	456.50
Fund: 702 - ESCROW FUND					35,309.71
Grand Total					1,027,085.51

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving of a Joint Powers Agreement with Dakota County to Receive Environmental Legacy Fund (ELF) Grant Funding to Support Development of Heritage Village Park

Meeting Date: October 8, 2018
 Item Type: Regular
 Contact: Joe Lynch, City Administrator
 Prepared by: Ally Hillstrom, Environmental Specialist
 Reviewed by: N/A

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED:

Consider the JPA prepared by Dakota County staff to approve the funding for the ELF grant to complete significant portions of Heritage Village Park.

SUMMARY:

The purpose of the Landfill Host Fees collected by Dakota County and deposited into the Environmental Legacy Fund (ELF) is to mitigate the negative effects for communities that host landfills. The ideology behind the ELF grant application process acknowledges that hosting a landfill can have negative consequences for communities. Five cities in Dakota County were eligible to compete for the \$3 million dollars available: Burnsville, Coates, Inver Grove Heights, Rosemount, and South St. Paul.

The City of Inver Grove Heights has a history of attempting to reduce the effect of those consequences, by using the revenue generated from the landfills to provide funding for programs such as the Parks Capital Replacement Fund, Recreation, the Economic Development Authority, and the Pavement Management Program. Each of these programs add to quality of life for Inver Grove Heights residents by providing good roads on which to drive, a safe community in which to live, and attractive outdoor gathering spaces in which to enjoy the natural environment. In today's world of uncertainty, the preservation of these precious resources for future generations is more important than ever.

The result of the grant process was to give the City of Inver Grove Heights a total of \$850,000 in support Phase 1 of the Heritage Village Park project which includes;

- Completion of dog park construction
- Property acquisition
- Purchase and installation of Heritage Village Park themed playground equipment
- Connect the Mississippi River Regional Trail to Swing Bridge Park
- Completion of walking paths, seating areas, playground area
- Completion of open air park shelter and parking lots

RECOMMENDATIONS:

Staff recommends Council approve the JPA to allow the City to move ahead with completion of the Heritage Village Park project.

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

RESOLUTION NO. _____

**CONSIDER RESOLUTION APPROVING OF A JOINT POWERS AGREEMENT WITH
DAKOTA COUNTY TO RECEIVE ENVIRONMENTAL LEGACY FUND (ELF)
GRANT FUNDING TO SUPPORT DEVELOPMENT OF HERITAGE VILLAGE PARK**

WHEREAS, the City of Inver Grove Heights is eligible to receive an Environmental Legacy Fund Grant as a host community of landfills within Dakota County; and

WHEREAS, the City of Inver Grove Heights applied for the Environmental Legacy Fund Grant to receive funding to support the development of Heritage Village Park; and

WHEREAS, the City of Inver Grove Heights was awarded funding from the Environmental Legacy Fund Grant to support the development of Heritage Village Park and collaborated with Dakota County to draft a Joint Powers Agreement.

NOW, THEREFORE, BE IT RESOLVED the City of Inver Grove Heights adopts a resolution approving the Joint Powers Agreement with Dakota Count to receive funding through the Environmental Legacy Fund Grant to support the development of Heritage Village Park.

Adopted by the City Council of Inver Grove Heights this 8th day of October, 2018.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
THE CITY OF INVER GROVE HEIGHTS
FOR 2018 ENVIRONMENTAL LEGACY FUND GRANT

This grant Agreement (Agreement) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, 1590 Highway 55, Hastings, Minnesota 55033 (“County”), and the City of Inver Grove Heights (“City”), by and through their respective governing bodies.

RECITALS

The County receives funds from operating landfills located in the County pursuant to host fee agreements entered into by the County and the landfill owners; and

The County holds the landfill host fee payments in a special revenue fund referred to as the Environmental Legacy Fund for the purpose of protection, preservation or enhancement of the environment; and

In 2018 the County established a pilot program to offer grants to cities having an operating landfill within its political boundary in recognition of the detrimental impacts of landfills on these cities; and

The City submitted a grant application for its Heritage Village Park project; and

The Dakota County Board of Commissioners has approved awarding grant funds to the City for the Heritage Village Park project as being consistent with Environmental Legacy Fund purposes and to assist in mitigating the impacts of hosting an operating landfill; and

The City represents that it is qualified and willing to utilize the grant funds consistent with its grant application and this Agreement.

Now, Therefore, in consideration of the mutual promises and covenants herein, the County and the City agree as follows:

1. Term of Agreement.
 - 1.1. *Effective Date.* This Agreement is effective as of the date of signature by all parties.
 - 1.2. *Term.* This Agreement shall continue for two years from the Effective Date, or until all project tasks are completed by the City, whichever occurs first
 - 1.3. *Extension.* If the City determines that it is unable to complete the project tasks funded by the ELF grant prior to the expiration of the Term, the City may submit a written request to the County to extend the term of this Agreement. The County shall promptly consider the matter and approve or deny the request.
 - 1.4. *Survival of Terms.* The following clauses survive the expiration of this Agreement: 5 Audit; 8 Liability; 9 Data Practices; 14 Governing Law, Jurisdiction and Venue.

2. Grant of Monies

Grant Amount. The County agrees to make available to the City during the term of this Agreement \$850,000 for the purpose of reimbursing the City for eligible costs to complete the project. In no event will the County's obligation exceed the Grant Amount.

3. Obligations of the City.

- 3.1. The objective of the project is to (1) construct a dog park, (2) acquire needed property, (3) purchase and install playground equipment, (4) construct a connection to Mississippi River Regional Trail, (5) construct walking paths, seating areas, an open-air park shelter, and parking.
- 3.2. *Use of Funds.* The City shall use the proceeds of this grant only for the eligible costs of the project as described in this Agreement.
- 3.3. *Administration and Supervision.* The City shall be responsible for the administration, supervision, management, and oversight of the Project as required for the work performed.
- 3.4. *Acknowledgment of Funding Source.* The City shall include a statement on printed, online, and other materials related to the Project that funds for the Project were provided (in part when appropriate) by the County. If the City Project includes improvements to real property, buildings or fixtures, the City shall post a project identification sign in a prominent location while work is in progress and after completion stating that the Project was made possible (in part when appropriate) through a grant funded by the Dakota County Environmental Legacy Fund.
- 3.5. *City Contribution.* The City shall obtain and contribute its own funds to the project in an amount and consistent with the grant application submitted by the City for this project. The City will provide \$1,260,000 in matching City funds for this project, consistent with the City's grant application.
- 3.6. *Project Completion.* If the City receives one or more reimbursement payments from the County, the City shall complete the Heritage Village Park project substantially as presented to the County in the City application for County grant funds, or failing to do so, the City shall repay the amount of any reimbursement payments received from the County for this project.

4. Reimbursement.

- 4.1. The City may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with the Agreement. Project costs incurred by the City or its contractors prior to the Effective Date of this Agreement are not eligible for reimbursement from this grant.
- 4.2. The County will reimburse the City within 45 days of the City's submission of invoices to the County. Invoices must be submitted in a form acceptable to the County. All requests for reimbursement must be submitted before expiration of the Agreement. The City must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with this Agreement, that it has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.

5. Accounting, Record and Audit Requirements.

5.1. *Accounting and Record Keeping.* The City agrees to establish and maintain a separate account for the Project and to maintain accurate and complete books, records, documents and other evidence pertaining to the costs and expenses of the Project.

5.2. *Audit.* The City shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request, the City shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement.

6. Reports.

6.1. *Progress Reports.* The City shall submit reports, at least semi-annually each calendar year of the grant term, on the progress of the Project. The report shall describe the financial, construction, and consulting activities undertaken for the Project and shall provide sufficient documentation of grant eligible expenditures and such other information as County staff reasonably requests. The reports shall include any specific performance measures the City included in its grant application, or other measures mutually agreed to by the Parties.

6.2. *Final Report.* Within three (3) months following the expiration of this Agreement, the City shall submit a final report in a format determined by the County, detailing the total Project activities, expenditures and receipts and containing a statement by the City administrator that all grant funds were expended in accordance with this Agreement. The final report shall include any specific performance measures the City included in its grant application, or other measures mutually agreed to by the Parties.

7. Authorized Representatives.

The County's authorized representative is:

Erin Stwora
Physical Development Assistant Director
14955 Galaxie Avenue
Apple Valley, MN 55124
Telephone: (952) 891-7153
Email: erin.stwora@co.dakota.mn.us

Erin Stwora, or her successor, has the responsibility to monitor the City's performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The City's authorized representative is:

City Administrator
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
Telephone: ((651) 450-2511
Email: jlynch@invergroveheights.org

8. Indemnification; Liability; Insurance.

Each Party to this Agreement is liable for the acts or omissions (collectively acts) of its own officers, employees and agents and the results of the acts to the extent allowed by law. A Party is not responsible for the acts of another Party, its officers, employees and agents and the results of the acts. This clause shall not be construed to bar any legal remedies available to either Party.

The Parties agree that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the Parties' acts or omissions. In the event of any claims or actions asserted or filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. To insure a unified defense against any third-party liability claims arising from the Project, the City agrees to require all contractors or subcontractors hired to do any work on the Project to maintain commercial general liability insurance in the amounts consistent with the minimum limits of coverage established by Minn. Stat. § 466.04 during the term of the Project. Each Party warrants that they are able to comply with the indemnity requirements through an insurance company, the League of Minnesota Cities Insurance Trust, or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

9. Government Data Practices.

All data collected, created, received, maintained, or disseminated for any purpose by the activities of the City related to this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as applicable Federal regulations on data privacy. The City agrees to abide by these statutes, rules and regulations.

10. Assignment; Use of Contractors.

10.1 *Assignment.* The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the City.

10.2 *Use of Contractors.* The City may engage contractors to perform activities funded pursuant to this Agreement. However, the City retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the City from any of its obligations under this Agreement.

If the City engages any contractors to perform any part of the activities, the City agrees that the contract for such services shall include the following provisions:

- (a) The contractor must maintain all records and provide all reporting as required by this Agreement.
- (b) The contractor must defend, indemnify, and save harmless the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.
- (c) The contractor must provide and maintain insurance in amounts and types of coverage appropriate to the contracted work and naming the County as an additional insured, and provide to the County prior to commencement of the contracted work a certificate of insurance evidencing such insurance coverage.
- (d) The contractor must be an independent contractor for the purposes of completing the contracted work.
- (e) The contractor must acknowledge that the contract between the City and the contractor does not create any contractual relationship between County and the contractor.
- (f) The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.

11. Amendments.

Any amendment to this Agreement must be in writing and executed by the County and the City.

12. Permits and Approvals.

The City is responsible for obtaining all applicable local and state licenses, permits and authorizations necessary for completing the Project.

13. Relationship of the Parties.

Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the City as to the City's Heritage Village Park project, nor shall the County be considered or deemed to be an agent, representative or employee of the City in the performance of this Agreement. Personnel of the City or other persons that participate in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.

14. Governing Law, Jurisdiction and Venue.

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

15. Default and Remedies.

15.1. *Events of Default.* Unless waived in writing by the County, the following shall, constitute an event of default under this Agreement: (1) If the City fails to fully comply with any material provision, term, or condition contained in this Agreement; (2) If the City fails to complete the Heritage Village Park project after receiving a reimbursement payment from the County.

15.2. *Notice of Event of Default and Opportunity to Cure.* Upon the County providing the City with a written notice of an event of default, the City shall have thirty (30) days in which to cure such event of default, or such longer period of time as agreed to by the Parties (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) days after receipt of notice of an event of default, the City shall propose in writing the actions that the City proposes to take and the schedule required to cure the event of default.

15.3. *Remedies.* Upon the City's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:

- (a) The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.
- (b) The County may enforce any additional remedies it may have in law or equity.
- (c) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the City.
- (d) The County may enforce the provisions of Section 3.6 of this Agreement if the City does not complete the Heritage Village Park project.

16. Waiver.

If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

17. Agreement Complete.

This Agreement and exhibits contain all negotiations and agreements between the County and the City. No other understanding regarding this Agreement, whether written or oral is binding on either party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

COUNTY OF DAKOTA

/s/ Jay R Stassen 9-10-18
Assistant County Attorney/Date

By: Matt Smith
County Manager

Date: _____

Resolution No. 18-442

County Contract No. C0030685

CITY OF INVER GROVE HEIGHTS

By: Joe Lynch
Title: City Administrator

Date: _____

By: _____
Title: Clerk

Date: _____

KS18-183-003 2018 ELF Grant Inver Grove Heights Heritage Village Park Final Contract C0030685



Organization: City of Inver Grove Heights

Contact: Joe Lynch

Contact Email: jlynch@invergroveheights.org

Contact Phone: 651-450-2511

Heritage Village Park

Date of Submission: March 16, 2018

EXECUTIVE SUMMARY

The Landfill Host Fees deposited into the Environmental Legacy Fund have been collected to mitigate the negative effects for communities that host landfills. The project described on the following pages is a perfect example of how well this strategy can work. Not only is the completion of the Heritage Village Park project extremely effective for the City of Inver Grove Heights, but as a regional amenity it is also clearly aligned with four of the targeted themes set by the County Board of Commissioners: **Environmental Capital Projects, Natural Areas and Shoreland Conservation Activities, Parks/Greenway Master Plan Improvements and Economic Development.**

In tandem with these specific themes there are several other relevant issues that will be addressed with completion of Heritage Village Park. For example, protection of native grasses, floodplain protection, essential public green space, purchase and installation of new playground equipment, walking paths, open-air shelter, parking lots, Mississippi River Regional Trail connection, and meeting the public demand for an off-leash dog park. All these matters will be finalized within the first eighteen months, with further enhancements occurring over the next five to ten years.

As a regional asset, Heritage Village Park is being planned to highlight the natural amenities that surround it and to encourage further development and growth of the entire Concord Boulevard neighborhood, including Workforce Housing. This important feature will positively affect the Dakota County Board of Commissioners priorities set for 2018; by decreasing the number of people experiencing a housing crisis. The completion of this project will serve as the epitome of successful collaborative efforts between government agencies, local businesses, residents, and nonprofit organizations. **Funding Request: \$ 900,000.**

EXPENDITURE CATEGORY (THEMES):

- Environmental Capital Projects
- Natural Areas and Shoreland Conservation Activities
- Parks/Greenway Master Plan Improvements
- Economic Development

COLLABORATORS: *Partner organizations, research institutions, state/federal agencies, nonprofits, local businesses, etc.*

Heritage Village Park, together with Swing Bridge Park, are two projects designed for the preservation of historical structures and the natural beauty of the Mississippi River. They are projects *intended* for the protection of the ecosystem, while making the Mississippi River Regional Trail accessible to everyone. The area encompassing Heritage Village Park and Swing Bridge Park has a long history of collaborative activities; legislative, intergovernmental, local citizenry, businesses, and nonprofit partnerships have provided funding activity and other resources to make these attractive public amenities a reality.

COLLABORATORS:

Dakota County:

- Park system support

City of Inver Grove Heights:

- City Council, Parks & Recreation Commission, and Environmental Commission support

State of Minnesota:

- Bonding support

Minnesota Pollution Control Agency:

- Contamination remediation

Minnesota Department of Natural Resources:

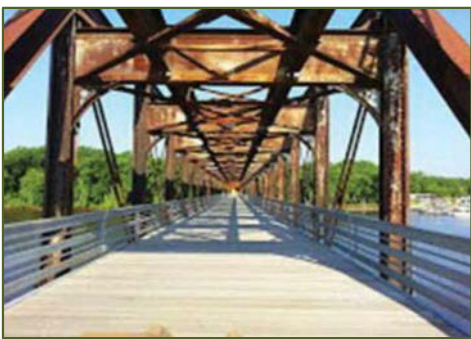
- Native grasses preservation, floodplain protection

Friends of the Mississippi River:

- Keeping the river clean, protecting the ecosystem

Local residents, businesses, volunteers:

- Dog Park support and Adopt-A-Park support



FUNDING BACKGROUND: *Additional grants, private investment, or organizational match funds for the project.*

From property remediation contaminated by past railroad yard activities to property acquisition for the purpose of flood control, the City of Inver Grove Heights has partnered with a number of agencies – the State of Minnesota, Friends of the Mississippi River, Dakota County, Minnesota Department of Natural Resources, and the Minnesota Pollution Control Agency - to create public gathering spaces for all to enjoy. The current match funding available, is outlined in the table below.

FUNDING BACKGROUND:	
Source:	Matching Funds Available:
▪ Minnesota Department of Natural Resources	\$124,000
▪ State of Minnesota Bonding	\$1,800,000
▪ Dakota County Parks	\$200,000
▪ City of Inver Grove Heights	<u>\$1,260,000</u>
<i>Match Funding Available as of March 16, 2018:</i>	<u>\$3,384,000</u>



STATEMENT OF NEED: *Describe what the project will attempt to address and the population that will be served.*

This area was once **contaminated** by past railroad use and was known for attracting **unwanted/illegal activities**. Now, the City of Inver Grove Heights is proposing that the property in question be completely transformed to meet the needs of residents and non-residents alike.



Alongside meeting the **public demand for an off-leash dog park**, (see Appendices A and B, and Appendix E) the City is working to provide an accessible **passive open green space** with a playground, open-air amphitheater, picnic shelter(s) and restrooms, walking paths, outdoor seating, and plenty of parking, combined with **floodplain protection** and an historic component that invites visitors to learn about the events that transpired to preserve the space for future generations. In addition, this project will connect the Mississippi River Regional Trail to Swing Bridge Park. (See Appendix B and Appendix C, where the Regional Trail is clearly marked.)

Heritage Village Park will serve as a benefit to the entire region by **restoring native grasses**, **protecting against loss of property**, injury or loss of life, and, through **shoreline preservation**, other cities downstream. This striking transformation for the public will also aid in **economic development/ redevelopment** efforts for the City of Inver Grove Heights, to **increase property values** and create a more **diverse tax base** by providing a positive attribute highly sought after by businesses and home buyers alike. See Appendices C and D for the Heritage Village Park Master Plan.

STATEMENT OF NEED:

Attempting to Address:

Environmental Legacy Fund Targeted Themes:

- Environmental Capital Projects
- Natural Areas and Shoreland Conservation Activities
- Parks/Greenway Master Plan Improvements
- Economic Development

Negative Impacts of Hosting a Landfill:

- Suppressed property values
- Obstacles to development and redevelopment
- Lower tax base for the City

Other Elements:

- Unsightliness, dumping, unwanted activities, blighted area
- Board of Dakota County Commissioners Priorities: County-wide housing crisis
- Fragmented connection of the Mississippi River Regional Trail to Swing Bridge Park
- Floodplain protection
- Public demand for off-leash dog park
- Need for public green space to aid in development of Concord Boulevard neighborhood



Populations Served:

- Residents of Inver Grove Heights; including families and dog owners
- Potential new business and home owners
- Visitors to Inver Grove Heights
- Mississippi River Regional Trail enthusiasts
- History enthusiasts
- Cities downstream from Inver Grove Heights



PROJECT DESCRIPTION: *Describe the project or program including information on how it will be implemented. Include information on the desired outcomes.*

The entire project will be completed in a series of phases, as resources become available. Although additional phases are also described, **Phase 1 is the portion of the overall project for which funds are being requested on this application.**



Phase 1 runs through December 31, 2019 and will include completion of the dog park construction, acquisition of the final four properties along Doffing Avenue, purchase and installation of Heritage Village Park themed playground equipment and playground area, completion of the connection of the Mississippi River Regional Trail to Swing Bridge Park, completion of walking paths, seating areas, open air park shelter, and additional parking.

Phase 2 is planned to occur over the years 2022 through 2025, including completion of enclosed park shelter with indoor restrooms, and the addition of an open-air amphitheater. **Phase 3** of the project is planned to be completed by December 31, 2028 and includes relocation and restoration of

the former town hall including historic exhibits, and the Rich Valley Boulevard one-room schoolhouse, which will be made available for event rentals.

Expected outcomes of **Phase 1** are: public access to the natural environment, public passive green space, picnic areas, parking, new playground equipment, walking paths and seating areas, and a safe place to exercise dogs. It will also be possible to use the Mississippi River Regional Trail without having to leave the trail to access the next section. There will be areas set aside for the preservation of native prairie and savanna grasses with the use of vegetative buffers, a rain garden and an infiltration basin.



The projected outcomes of **Phase 2** include capacity for extended use of the park through the colder months, and availability of public space for the performing arts. Finally, the outcome of **Phase 3** is the opportunity to enjoy park area history, with a step back in time through a visit to the historic buildings that will be relocated and restored. In addition, one of the historic buildings will be made available for event rentals. The overall outcome of completing this project will be a beautiful community amenity that attracts businesses, visitors, and home builders/builders.

PROJECT DESCRIPTION:	
Phase - Years:	Actions Taken to Implement Each Phase:
Phase 1: 2018	- Complete dog park construction - Complete property acquisition
Phase 1: 2019	- Purchase and install Heritage Village Park themed playground equipment - Connect the Mississippi River Regional Trail to Swing Bridge Park - Completion of walking paths, seating areas, playground area - Completion of open park shelter and parking lot(s)
Phase 2: 2022 -2025	- Addition of open-air amphitheater - Completion of enclosed park shelter with restrooms
Phase 3: 2028	Relocate and restore buildings, create historic exhibits
Phase - Years:	Desired Outcomes of Each Phase:
Phase 1: 2018 Phase 1: 2019	- Safe place to exercise dogs, additional property acquired - Green space established, new playground equipment / playground area, picnic areas, walking paths, outdoor seating area, and additional parking are all available.
Phase 2: 2022-2025	- Extended use of park possible through colder months - Public space for performing arts made available
Phase 3: 2028	- Additional building rental available for events - Historic component added to park enjoyment
Final Outcome:	Community amenity attractive to visitors, businesses, home buyers/builders

GOALS AND PROJECT OBJECTIVES: *Describe the project objectives in measurable terms.*

There are several objectives associated with the overall Heritage Village Park project. Heritage Village Park is a long-term **Environmental Capital Project** that is intended to enhance accessibility to the natural beauty of the Mississippi River Trail; not just for Inver Grove Heights residents, but for all visitors seeking to connect with nature. This project is also in alignment with the **Parks Improvement theme**. In the first phase of this project, however, humans are not the only living beings who will benefit from the project; funding is being sought to support the **construction of an off-leash dog park**.



Deliberations about implementing such a venue have been several years in the making and popular demand for creating a safe, clean space to exercise the canine members of families is high on the list of priorities for residents. (See Appendix E)

The younger set will benefit from the purchase and installation of Heritage Village Park themed playground equipment. Contributing to the overall **Economic/Community Development theme**, the park area is also expected to provide ADA accessible walking paths, an open-air shelter, a playground, **passive green space**, and parking lot(s). In addition, the park area is planned to **connect the Mississippi River Regional Trail** to Swing Bridge Park, providing a continuous trail on

which to travel via bicycle, skateboard, Rollerblade, wheelchair, or on foot. The preservation of native grasses creates a connection to the **Natural Area and Shoreline Conservation theme**. This public amenity will create an inviting space for all, a key attribute for attracting businesses and home builders/buyers, **reducing the obstacles to development and helping to increase property values**. These activities could lead to additional homes being developed in the immediate area, **reducing the Dakota County Board of Commissioners concern for available housing**.

The longer-term objectives of Heritage Village Park (**Funding request for the longer-term objectives - Phases 2 and 3 - is not part of this application but may be included in future requests.**) include an enclosed shelter and restrooms, with the addition of an open-air amphitheater, and an easily accessible roadway. It is also intended to provide a view into the past, highlighting the means by which the City of Inver Grove Heights came to be. A featured exhibit will include the original Swing Bridge Park construction, together with the complete history of how it came to be a popular destination for picnickers and families. The historical exhibits will be housed in the original Inver Grove Town Hall, and it is also anticipated that the Rich Valley Boulevard one-room schoolhouse will be restored and made available to be rented for public/private events. Both buildings will be relocated from their current locations to the designated park areas. The re-use of these buildings by the City will serve as an example and may encourage business developers and/or residents who are planning to build new structures, to reconsider, and refurbish existing buildings instead.

GOALS AND PROJECT OBJECTIVES:

Enhance accessibility to nature for residents and visitors alike:

- Meet demand for open (passive) public green space.
- Create green space to use for events, for residents and visitors.
- Create safe space for young children to play.
- Meet demand for safe space to exercise dogs.

Reduce unsightliness, blight, unwanted activities, illegal dumping:

- Contamination will be removed
- Public use of space will discourage unwanted activities
- Increase property values

Reduce/mitigate obstacles to development and redevelopment:

- Create attribute for City that is attractive to businesses and home builders/buyers.
- Attribute is first step for greater overall economic development.
- Lead to development of housing, to address Dakota County housing crisis.

Make new use of historic buildings:

- Create historic and educational exhibits to enhance experience.
- Set example for businesses and residents by leading the way in re-using public assets

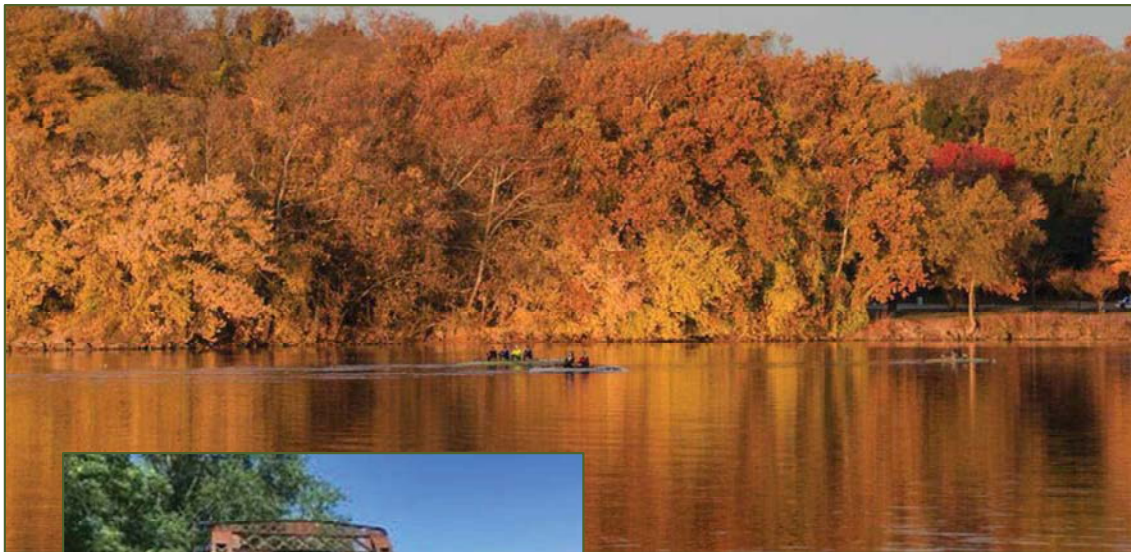
Connect Mississippi River Regional Trail to Swing Bridge Park:

- Remove obstacles for trail-use enthusiasts by providing one continuous trail with no disrupted segments



BUDGET: Include in the budget all expenses for your project including any co-funding from other sources

BUDGET:		
Phase	Description	\$ Amount
Phase 1	▪ Completion of dog park construction:	\$ 726,000
	▪ Property acquisition:	\$ 1,900,000
	▪ Purchase and install Heritage Village Park themed playground equipment:	\$ 300,000
	▪ Connect the Mississippi River Regional Trail to Swing Bridge Park:	\$ 330,000
	▪ Completion of walking paths, seating areas, playground area:	\$ 500,000
	▪ Completion of open air park shelter, parking lot(s):	\$ 528,000
	Phase 1 Total:	\$ 4,284,000
	<i>Matching Funds Available:</i>	<i>\$ 3,384,000</i>
	<u>Total 2018 Environmental Legacy Fund (ELF) Grant Request:</u>	<u>\$ 900,000</u>
Phase 2	▪ Addition of open air amphitheater:	\$ 500,000
	▪ Completion of enclosed park shelter and restrooms:	\$ 2,000,000
	Estimated Phase 2 Total:	\$ 2,500,000
Phase 3	▪ Relocate and restore buildings, create historic exhibits:	\$ 800,000
	Estimated Phase 3 Total:	\$ 800,000
	Estimated Park Completion Total:	\$ 7,584,000

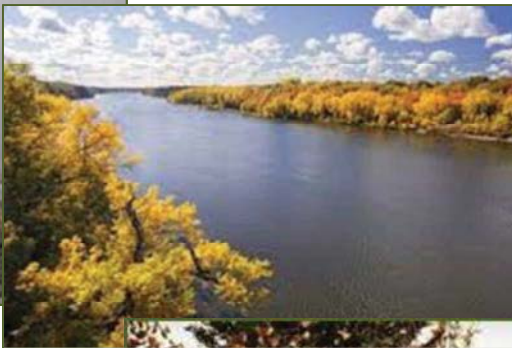


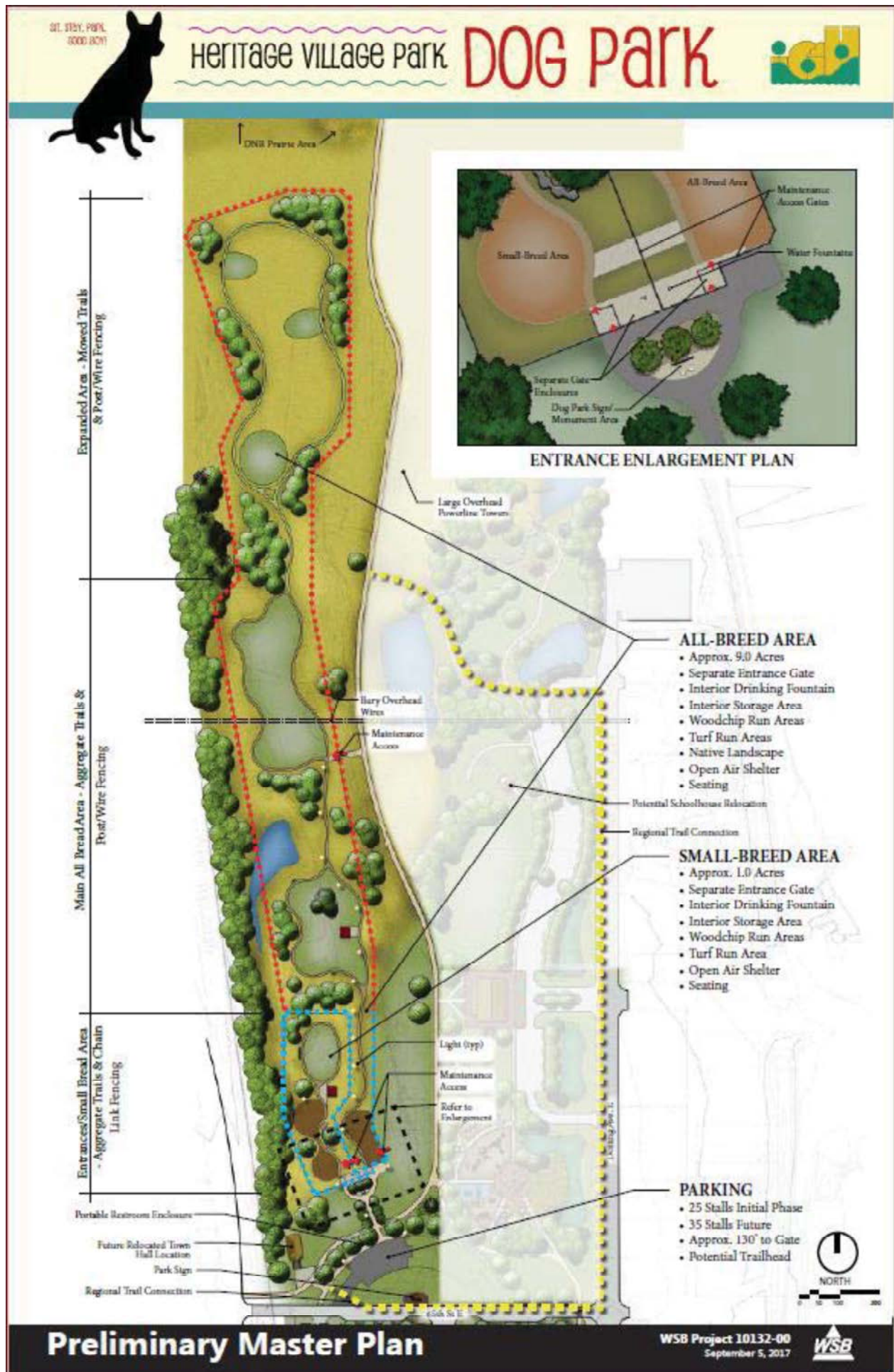
EVALUATION: *Provide information on the metrics that will be used to determine the effectiveness of the project.*

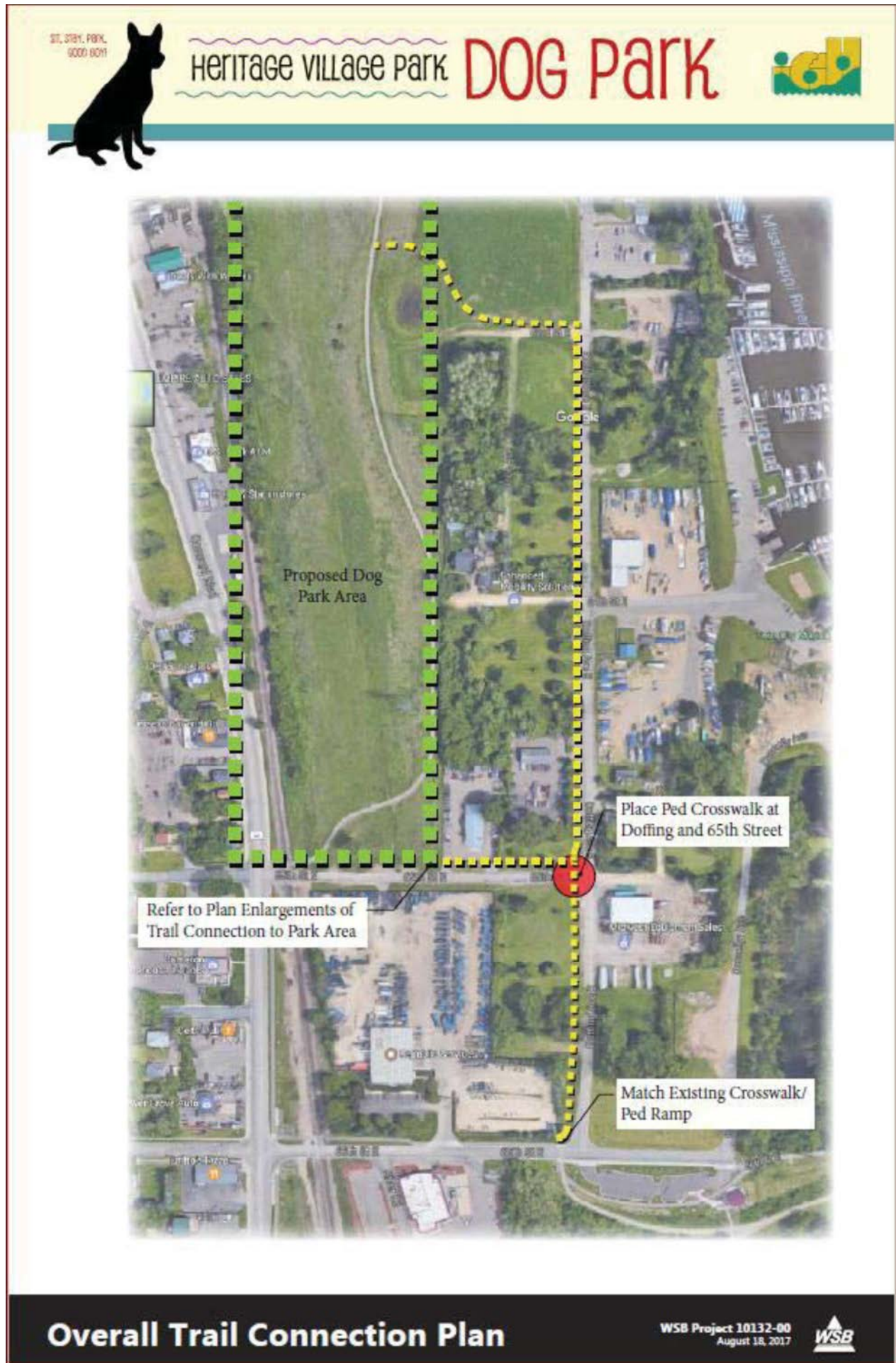
There are several desired outcomes associated with the overall Heritage Village Park project. Below is a table that identifies what those are, and the metrics determining the effectiveness of this project.

EVALUATION:	
Desired Outcomes:	
<u>Phase 1 Outcomes:</u> - Residents/visitors have safe place to exercise dogs - City acquires property needed to complete park - Residents/visitors have safe place for kids to play - Residents/visitors have passive green space to enjoy - Native grasses preserved - Natural assets are made available to the public - MRRT connected to Swing Bridge Park - Attractive community amenity created	<u>Phase 2 Outcomes:</u> - Ability to use park more during colder months - Public performing arts venue is made available <u>Phase 3 Outcomes:</u> - Additional building rental available for events - Historic component added to park enjoyment
Metrics to Determine Effectiveness:	
<u>Metrics for Phase 1 Outcomes:</u> # of dog park permits sold - Frequency of use: family/friends' outings picnics - Frequency of use: children at playground - Frequency of use: enjoyment of nature - Frequency of use: Mississippi River Regional Trail	<u>Metrics for Phase 2 Outcomes:</u> - Frequency of use: including colder months - Frequency of use: performing arts venue <u>Metrics for Phase 3 Outcomes:</u> - Frequency of use: historic park building rented - Frequency of use: historic buildings visited
Overall Metrics for Completion of Heritage Village Park:	
- Amenity leads to economic interest and growth - Interest generated in new developments	- Greater economic growth adds to City's tax base - Increase in neighborhood property values

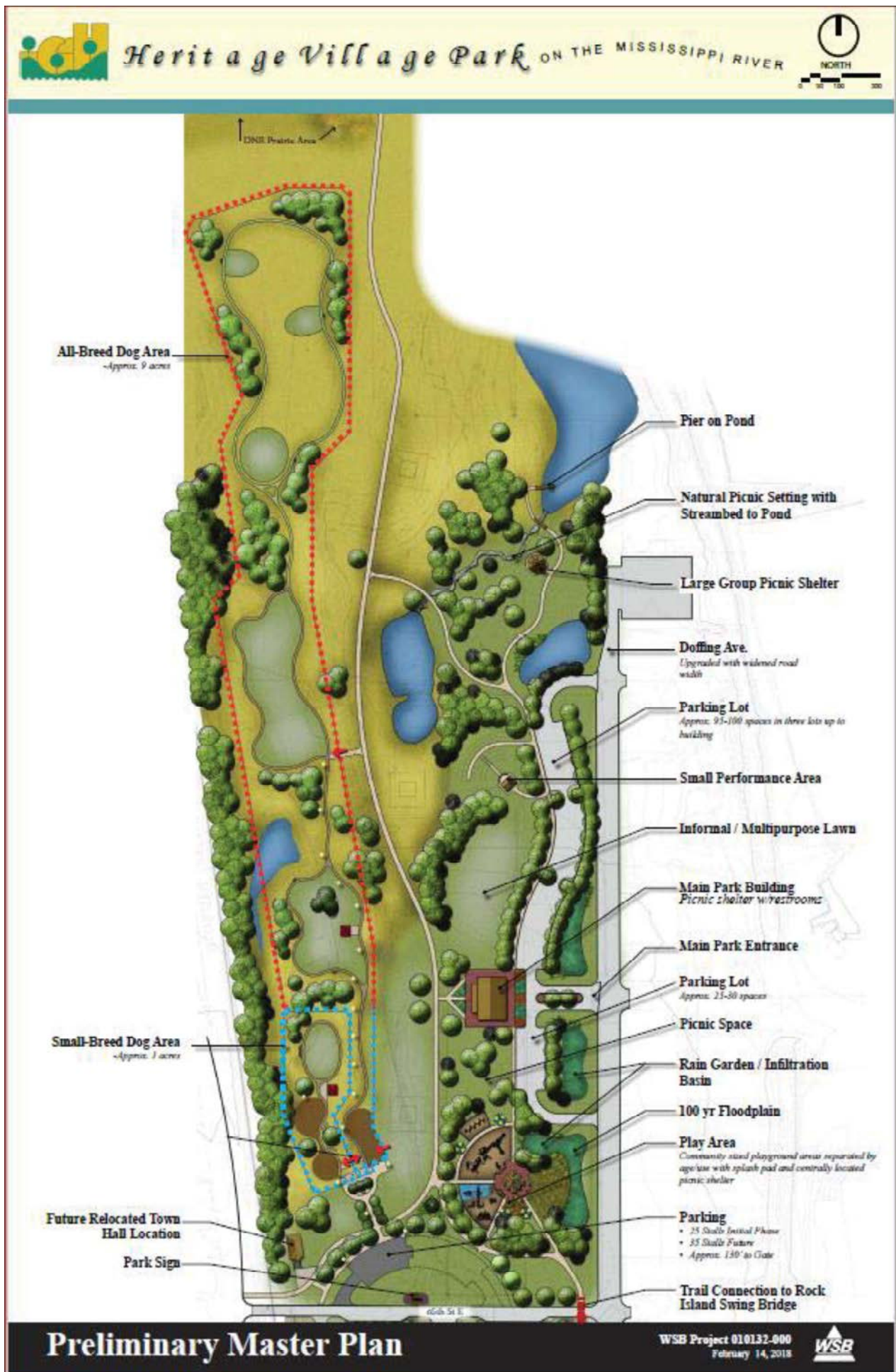
The overall outcome of completing Heritage Village Park will be that the public will have a safe, clean, beautiful, protected space in which to connect with their families, with nature, and with the past. It is expected that this amenity will aid in economic development, leading to an increase in neighborhood property values, providing a greater tax base for the City, and with development, provide additional housing stock to address the County-wide housing crisis.











Inver Grove City Council Members

I want to thank you for your efforts to develop a dog park in Inver Grove Heights. I have been involved with this effort for several years now and through each step I've been impressed with the care and professionalism of the city staff, the Park and Recreation Commissioners, and the City Council. Although I'm convinced it will be great addition to our already excellent park system, I understand the concerns about the costs and the long-term commitment involved in siting and developing this new city amenity. As an Inver Grove taxpayer and long-term Inver Grove resident, I appreciate your cautious and thoughtful consideration of this project. I know it is hard to responsibly balance services and costs. I believe it will turn out to be well worth the cost and look forward to working with the city as we move from concept to reality.

Sincerely

A handwritten signature in blue ink that reads "Carol Nankivel". The signature is fluid and cursive, with the first name "Carol" and last name "Nankivel" clearly legible.

Carol Nankivel
8875 Inver Grove Trail
Inver Grove Hts, MN

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Request No 2 – West Rink Floor – West Rink Renovation Project – City Project 2017-1722

Meeting Date: October 8, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Shannon Battles

Fiscal/FTE Impact:

☐	None
☒	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

The Council is asked to approve pay request #2 for the West Rink Floor for the West Rink Renovation Project to MN Ice LLC. in the amount of \$238,668.50. The overall project is funded with an interest-free loan from the Central Equipment Fund which will be repaid over a 10-year period from the Host Community Fund. The contract with Minnesota Ice is a part of a larger project we are doing in conjunction with a JPA with the City of Rosemount. Under the terms of the JPA, the City of Rosemount will reimburse the City 90% of the project costs over a 10-year period.

SUMMARY

On May 29, 2018, the Council approved the West Rink Floor Project to Minnesota Ice LLC.

The contract with MN Ice is as follows:

Minnesota Ice	\$539,852
Change Order 1	\$19,107.25
Change Order 2	\$1,230.00
Change Order 3	\$48,842.18
Total	\$609,031.43

The overall project budget is as follows:

Contractor	Amount	Description
Stevens Engineering	\$39,300	Design and Engineering
GPRS	\$650	Underground utility locates
Rink Tech	\$4,682	Installation of isolation valve
Frank J Zamboni	\$136,890	Ice Resurfacers
Becker Arena Products	\$165,246	Dasher Board System
Minnesota Ice	\$539,852	West Rink Floor
Braun Intertec	\$2,100	Soils Engineer
MN Ice - Change Order #1	\$19,107.25	Soils Correction
MN Ice - Change Order #2	\$1,230	Additional Temperature Sensors
MN Ice - Change Order #3	\$48,842.18	Correct Rain Damage; paid by LMCIT insurance claim
Insituform	\$31,886	Line Roof Drain Pipe
Project Contingency	\$6,834.57	Started at \$50,000 increased to \$60,000 on July 23, 2018 and increased to \$110,000 on August 13, 2018
Total	\$996,620.00	



Change Order Summary

Contractor's Certification

Payment of:	\$	238,668.50
is recommended by:	 (Engineer)	10/1/2018 (Date)
Payment of:	\$	238,668.50
is approved by:	 (Owner)	10/2/18 (Date)
Approved by:	N/A	N/A
	Funding Agency (if applicable)	(Date)

Progress Estimate

Contractor's Application for Payment

For (contract):				Veterans Memorial Community Center - West Rink Floor Replacement		Application Number: 2					
Application Period: 8/1/2018 - 9/14/18						Application Date: October 1, 2018					
A		B		Work Completed		E		F		G	
Item		Scheduled Value		C		D		Total Completed and Stored to Date (C + D + E)		% (E / B)	
Number	Description			From Previous Application (C+D)	This Period						
1	Mobilization	\$	5,000.00	\$	2,500.00	\$	-	\$	2,500.00	50.0%	\$ 2,500.00
2	Concrete Floor Demolition and Disposal	\$	75,000.00	\$	75,000.00	\$	-	\$	75,000.00	100.0%	\$ -
3	Underground Mains and Subfloor Materials	\$	25,000.00	\$	25,000.00	\$	-	\$	25,000.00	100.0%	\$ -
4	Underground Mains and Subfloor Insulation Materials	\$	20,000.00	\$	20,000.00	\$	-	\$	20,000.00	100.0%	\$ -
5	Underground Mains Insulation Labor	\$	15,000.00	\$	-	\$	15,000.00	\$	15,000.00	100.0%	\$ -
6	Supply Headers (Subfloor & Main Floor)	\$	35,000.00	\$	35,000.00	\$	-	\$	35,000.00	100.0%	\$ -
7	Install Headers Labor (Subfloor & Main Floor)	\$	16,000.00	\$	-	\$	16,000.00	\$	16,000.00	100.0%	\$ -
8	Supply Floor Insulation	\$	35,000.00	\$	35,000.00	\$	-	\$	35,000.00	100.0%	\$ -
9	Install Floor Insulation Labor	\$	15,000.00	\$	-	\$	15,000.00	\$	15,000.00	100.0%	\$ -
10	Supply Vapor Barrier	\$	15,000.00	\$	15,000.00	\$	-	\$	15,000.00	100.0%	\$ -
11	Install Vapor Barrier Labor	\$	7,000.00	\$	-	\$	7,000.00	\$	7,000.00	100.0%	\$ -
12	Supply Tubing Chairs	\$	16,000.00	\$	10,000.00	\$	6,000.00	\$	16,000.00	100.0%	\$ -
13	Install Labor Tubing Chairs	\$	8,000.00	\$	-	\$	8,000.00	\$	8,000.00	100.0%	\$ -
14	Supply Tubing	\$	30,000.00	\$	30,000.00	\$	-	\$	30,000.00	100.0%	\$ -
15	Install Labor Tubing	\$	25,000.00	\$	-	\$	25,000.00	\$	25,000.00	100.0%	\$ -
16	Supply Return Bends	\$	9,000.00	\$	9,000.00	\$	-	\$	9,000.00	100.0%	\$ -
17	Install Labor Return Bends	\$	11,000.00	\$	-	\$	11,000.00	\$	11,000.00	100.0%	\$ -
18	Main Floor Ancillary Materials	\$	11,000.00	\$	-	\$	11,000.00	\$	11,000.00	100.0%	\$ -
19	Supply and Install Expansion Joint	\$	24,000.00	\$	-	\$	12,000.00	\$	12,000.00	50.0%	\$ 12,000.00
20	Supply and Install Concrete	\$	84,000.00	\$	-	\$	84,000.00	\$	84,000.00	100.0%	\$ -
21	Above Ground Mains and Subfloor Materials	\$	20,000.00	\$	-	\$	-	\$	-		\$ 20,000.00
22	Above Ground Mains and Subfloor Insulation Materials	\$	15,000.00	\$	-	\$	-	\$	-		\$ 15,000.00
23	Above Ground Mains and Subfloor Labor	\$	10,000.00	\$	-	\$	-	\$	-		\$ 10,000.00
24	Salvage and install Ethylene Glycol and calcium Chloride	\$	8,000.00	\$	-	\$	-	\$	-		\$ 8,000.00
25	Start-up	\$	5,852.00	\$	-	\$	-	\$	-		\$ 5,852.00
26	Change Order #1 - Subsoil Correction	\$	19,107.25	\$	19,107.25	\$	-	\$	19,107.25	100.0%	\$ -
27	Change Order #2 - Temperature Sensors	\$	1,230.00	\$	-	\$	1,230.00	\$	1,230.00	100.0%	\$ -
28	Change Order #3 - Water Damage	\$	48,842.18	\$	-	\$	40,000.00	\$	40,000.00	81.9%	\$ 8,842.18
Totals		\$	609,031.43	\$	275,607.25	\$	251,230.00	\$	526,837.25	86.5%	\$ 82,194.18

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 City of Inver Grove Heights
 8150 Barbara Avenue East
 Inver Grove Heights, MN 5077

FROM CONTRACTOR:
 Minnesota Ice LLC
 13540 Flagstaff Ave
 Apple Valley, MN 55124

PROJECT:
 VMCC Arena
 8055 Barbara Avenue
 Inver Grove Heights, MN 5077

VIA ENGINEER:
 Stevens Engineers Inc.
 2211 O'Neil Road
 Hudson, WI 54016

APPLICATION #: 2
 PERIOD TO: 09/14/18
 PROJECT NOS: 900-18-302

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor
 ENGINEER

CONTRACT DATE: 05/30/18

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM \$ 539,852.00

2. Net change by Change Orders \$ 69,179.43

3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 609,031.43

4. TOTAL COMPLETED & STORED TO DATE \$ 526,837.25

5. RETAINAGE:
 a. 5.0% of Completed Work (Columns D+E on Continuation Sheet) \$ 26,341.86
 b. of Stored Material (Column F on Continuation Sheet) \$

Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet) \$ 26,341.86

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 500,495.39

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 261,826.89

8. CURRENT PAYMENT DUE \$ 238,668.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 108,536.04

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$19,107.25	
Total approved this Month	\$50,072.18	
TOTALS	\$69,179.43	
NET CHANGES by Change Order		\$69,179.43

CONTRACTOR:

By: Minnesota Ice LLC
 State of: MINNESOTA
 County of: Scott
 Subscribed and sworn to before me this 14th day of September, 2018



Notary Public:
 My Commission expires: 1/31/23

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are charged to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

PROJECT:

VMCC Arena

8055 Barbara Avenue

Inver Grove Heights, MN 5077

APPLICATION NUMBER:

09/14/18

PERIOD TO: 14-Sep-18

ARCHITECT'S PROJECT NO: 900-18-302

Inver Grove Heights, MN 55077												
A	B		C		D		E		F	G	H	I
Item No.	Description of Work		Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage		
				From Previous Application (D + E)	This Period							
1	Mobilization		\$ 5,000.00	\$ 2,500.00			2,500.00	50%	2,500.00	125.00		
2	Concrete Floor Demolition and Disposal		\$ 75,000.00	\$ 75,000.00			75,000.00	100%		3,750.00		
3	Underground Mains and Subfloor Materials		\$ 25,000.00	\$ 25,000.00			25,000.00	100%		1,250.00		
4	Underground Mains and Subfloor Installation Materials		\$ 20,000.00	\$ 20,000.00			20,000.00	100%		1,000.00		
5	Underground Mains and Subfloor Installation Labor		\$ 15,000.00	\$ 15,000.00	\$ 15,000.00		15,000.00	100%		750.00		
6	Supply Headers (Sub Floor & Main Floor)		\$ 35,000.00	\$ 35,000.00			35,000.00	100%		1,750.00		
7	Install Headers Labor (Sub Floor & Main Floor)		\$ 16,000.00	\$ 16,000.00			16,000.00	100%		800.00		
8	Supply Floor Insulation		\$ 35,000.00	\$ 35,000.00			35,000.00	100%		1,750.00		
9	Install Floor Insulation Labor		\$ 15,000.00	\$ 15,000.00	\$ 15,000.00		15,000.00	100%		750.00		
10	Supply Vapor Barrier		\$ 15,000.00	\$ 15,000.00			15,000.00	100%		750.00		
11	Install Labor Vapor Barrier		\$ 7,000.00	\$ 7,000.00	\$ 7,000.00		7,000.00	100%		350.00		
12	Supply Tubing Chairs		\$ 16,000.00	\$ 10,000.00	\$ 6,000.00		16,000.00	100%		800.00		
13	Install Labor Tubing Chairs		\$ 8,000.00	\$ 8,000.00	\$ 8,000.00		8,000.00	100%		400.00		
14	Supply Tubing		\$ 30,000.00	\$ 30,000.00			30,000.00	100%		1,500.00		
15	Install Labor Tubing		\$ 25,000.00	\$ 25,000.00	\$ 25,000.00		25,000.00	100%		1,250.00		
16	Supply Return Bends		\$ 9,000.00	\$ 9,000.00			9,000.00	100%		450.00		
17	Install Labor Return Bends		\$ 11,000.00	\$ 11,000.00	\$ 11,000.00		11,000.00	100%		550.00		
18	Main Floor Ancillary Materials		\$ 11,000.00	\$ 11,000.00			11,000.00	100%		550.00		
19	Supply and Install the Expansion Joint		\$ 24,000.00	\$ 24,000.00	\$ 24,000.00		24,000.00	50%	12,000.00	600.00		
20	Supply and Install Concrete		\$ 84,000.00	\$ 84,000.00	\$ 84,000.00		84,000.00	100%		4,200.00		
21	Aboveground Mains and Subfloor Materials		\$ 20,000.00						20,000.00			
22	Aboveground Mains and Subfloor Insulation Materials		\$ 15,000.00						15,000.00			
23	Aboveground Mains and Subfloor Installation Labor		\$ 10,000.00						10,000.00			
24	Salvage and Install Ethylene Glycol and Calcium Chloride		\$ 8,000.00						8,000.00			
25	Start-Up		\$ 5,852.00						5,852.00			
26	CO1: Subsoil Correction		\$ 19,107.25	\$ 19,107.25	\$ 19,107.25		19,107.25	100%		955.36		
27	CO2: Add ice and subfloor temperature sensor and acs.		\$ 1,230.00		\$ 1,230.00		1,230.00	100%		61.50		
28	CO3: Fix water damaged, rink floor insulation and sand subg		\$ 48,842.18		\$ 40,000.00		40,000.00	82%	8,842.18	2,000.00		
	SUBTOTALS PAGE 2		609,031.43	275,607.25	251,230.00		526,837.25	87%	82,194.18	26,341.86		

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

RONIE AVILES – CASE NO. 18-52C

Meeting Date: October 8, 2018
 Item Type: Consent Agenda
 Contact: *HB* Heather Botten 651.450.2569
 Prepared by: *HB* Heather Botten, Associate Planner
 Reviewed by: Janice Gundlach, Director *JG*

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Approve a Resolution for a Conditional Use Permit (CUP) and Stormwater Facilities Maintenance Agreement (SWFMA) to exceed the maximum impervious surface allowed on the property located at 8811 Aviary Path.

- Requires 4/5th's vote.
- 60-day deadline: October 28, 2018 (first 60-days)

SUMMARY

The applicant is requesting a conditional use permit (CUP) to exceed the maximum impervious surface amount allowed on the property. City Code allows the impervious surface maximum to be increased by 10% of the lot area with a CUP. The applicant's home was built in 2016 and shortly thereafter they installed a driveway around to the rear of their property, exceeding the maximum impervious surface on the property. Based on the lot size, the property is allowed 4,906 square feet of *additional* hard surface with a CUP; the applicant is asking for 679 square feet, which is well within that CUP allowance.

The Engineering Department has reviewed the request and is working with the applicant on the stormwater requirements for the addition. The attached stormwater facilities maintenance agreement shall be executed between the applicant and the City assuring continual maintenance of the stormwater features on the property. The applicant is proposing a raingarden in the southwest corner of the property, which is designed to treat the existing impervious surface over the allowed amount, plus an additional 100 square feet on the property for a future 10 x 10 shed or something comparable.

RECOMMENDATION

City Staff: Based on the information provided and the conditions listed in the attached resolution, staff is recommending **approval** of the Conditional Use Permit and SWFMA to allow the additional impervious surface on the property.

Planning Commission: Recommended **approval** of the request at their October 2, 2018 meeting with the conditions listed in the attached resolution (6-0).

Attachments: Conditional Use Permit Resolution
 SWFMA
 Draft Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW IMPERVIOUS
SURFACE ABOVE THE MAXIMUM AMOUNT BUT WITHIN THE ADDITIONAL 10% OF
LOT SIZE ALLOWED WITH A CONDITIONAL USE PERMIT**

Ronie Aviles
Case No. 18-52C

WHEREAS, an application for Conditional Use Permit (CUP) has been submitted for the property located at 8811 Aviary Path and legally described as:

Lot 12, Block 1, Annistone Ranch, according to the plat thereof, on file and of record in the Office of the Dakota County Recorder

WHEREAS, the aforescribed property is zoned PUD, Planned Unit Development;

WHEREAS, the abovementioned site is allowed 8,700 square feet of impervious coverage, the request is to allow an additional 679 square feet of impervious coverage, which is within the additional amount allowed by CUP;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit such as consistency with the Comprehensive Plan, conformity with the Zoning Ordinance and compatibility with adjacent properties among other criteria, the request meets all the minimum standards;

WHEREAS, the request has been reviewed against Title 10, Chapter 9, Article A regarding the conditional use permit criteria listed in the City Code regarding treatment of stormwater and the construction of stormwater management systems;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on October 2, 2018;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow 679 square feet of impervious surface above the allowed amount but well within the additional 10% of lot area allowed with a CUP, is hereby approved subject to the following conditions:

1. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.
2. A storm water facilities maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 8th day of October, 2018.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 12, BLOCK 1, ANNISTONE RANCH
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 8th day of October, 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Ronie Aviles and Graciela Aviles, husband and wife (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

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

1.3 Landowner. “Landowner” means Ronie Aviles and Graciela Aviles, husband and wife, and their successors and assigns.

1.4 Storm Water Facilities. “Storm Water Facilities” means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

Any existing or future raingardens and storm water storage areas lying within the Landowner Property.

1.5 Storm Water Facility Plan. “ “Storm Water Facility Plan” means that certain plan attached hereto and incorporated herein as **Exhibit B**. Storm Water Facility Plan also includes the Memo dated September 12, 2018 from Steve Dodge, Assistant City Engineer to Heather Botten, Associate Planner, together with the Rain Garden Sizing Guide dated June 8,

2017 and the Residential Bioretention Basin model (STM-15) dated November 2014, all prepared by the City.

1.6 Landowner Property. “Landowner Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as Lot 12, Block 1, Annistone Ranch, Dakota County, Minnesota, according to the plat thereof on file and of record with the Dakota County Recorder.

1.7 Responsible Owner. “Responsible Owner” means, jointly and severally, all of the following:

The fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

1.8 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve a conditional use permit to exceed the allowed maximum impervious coverage standard related to construction of a storage shed on the Landowner Property.

Recital No. 3. The City is willing to approve the conditional use permit if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 4. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.
- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to December 31, 2018, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

3.3 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

The Standard of Maintenance shall comply with all of the following:

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- e. The Standard of Maintenance shall include but not be limited to each of the following:

- i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
- ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner shall operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- iii.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

On December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of

non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

3.4 Notice of Non-Compliance with Section 3.3 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the

maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

In addition, if payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may use the funds available under Article 4 to reimburse the City for the cost and expenses incurred by the City.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements.

The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance. The Landowner hereby grants to the City a right and license to access and enter the Landowner Property for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and
- d.) construction of the Storm Water Facilities.

3.9 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or

now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4 **ESCROW DEPOSIT**

4.1 Escrow Amount. The Landowner has deposited \$1,100 in cash with the City (hereafter "Escrow Amount") prior to execution of this Agreement.

The Escrow Amount may be used, among other things, to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Storm Water Facility Plan and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

Upon satisfactory completion of the Storm Water Facilities, the City shall return to the Landowner any remaining portion of the Escrow Amount not otherwise previously charged the Landowner.

To the extent the engineering inspection charges or the amount needed to correct any deficiencies and problems relating to the Storm Water Facilities exceeds the initially deposited \$1,500, the Landowner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 5 **CITY'S COVENANTS**

5.1 Approval of Conditional Use Permit. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Planning Report and e-mail correspondences from the Engineering Department relating to the conditional use permit and Storm Water Facilities are met, the Council will approve the conditional use permit for the Landowner Property.

ARTICLE 6 **MISCELLANEOUS**

6.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

6.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of

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

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

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

6.5 Consent. Landowner consents to the recording of this Agreement.

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

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

If to Landowner: Ronie Aviles and Graciela Aviles
8811 Aviary Path
Inver Grove Heights, MN 55077

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF Landowner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of October, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

Ronie Aviles

Graciela Aviles

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this _____ day of October, 2018, by
Roni Aviles and Graciela Aviles, husband and wife.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the Storm Water Facilities shall be performed as outlined in Table 1.1 below to ensure healthy and functioning Storm Water Facilities conforming to the intent of the original design parameters. Maintenance shall be completed annually. An annual inspection report shall be submitted to the City Engineering Department by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance Plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from Storm Water Facilities	Annually in spring and fall as needed.	Remove trash and/or debris.	Property owner unless designated
2. Erosion repair	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, as necessary	Property owner unless designated
3. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Property owner unless designated
4.Replacement of the Storm Water Facilities	As needed per inspection	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Property owner unless designated

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD		WEIR	SURGE BASIN	OTHER NONE
CONDITION*	OK		MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT		NO FLOW	SUBMERGED	
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.		BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE		MINOR MAINTENANCE	MAJOR MAINTENANCE	
COMMENTS					
RIP RAP					
PRESENT	Y	N			
CONDITION***	OK		MINOR MAINTENANCE	MAJOR MAINTENANCE	
COMMENTS					
ILLCIT DISCHARGE	Y	N			
COMMENTS					

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

*** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: October 2, 2018

SUBJECT: **RONIE AVILES – CASE NO. 18-52C**

Reading of Notice

Commissioner Scales read the public hearing notice to consider the request for a conditional use permit to exceed the maximum impervious surface allowed, for the property located at 8811 Aviary Path. 43 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant's home was built in 2016 and shortly thereafter they installed a driveway around to the rear of their property, exceeding the maximum impervious surface on the property. The applicant was then told he needed a CUP to allow additional impervious surface, up to 10% of the lot area. The applicant has been working with the Engineering Department on stormwater and grading requirements. The applicant is proposing a raingarden in the southwest corner of the property, which is designed to treat the existing impervious surface over the allowed amount, plus an additional 100 square feet on the property for a future 10 x 10 shed or something comparable. The request meets the general CUP criteria; therefore, staff recommends approval of the request with the two conditions listed in the report. Staff heard from two neighboring property owners who had general questions.

Chair Maggi asked how the applicant became aware that he needed a CUP.

Ms. Botten replied that it was brought to staff's attention during the Certificate of Occupancy process.

Commissioner Robertson asked if the existing driveway extension would have required a permit.

Ms. Botten it would not.

Opening of Public Hearing

Ronie Aviles, owner of 8811 Aviary Path, advised he was available to answer any questions.

Chair Maggi asked the applicant if he read and understood the report.

Mr. Aviles replied in the affirmative.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Commissioner Niemioja stated she supported the request and believed the applicant was likely

not aware of City rules when he installed the driveway extension.

Planning Commission Recommendation

Motion by Commissioner Niemioja, second by Commissioner Scales, to approve the request for a conditional use permit to exceed the maximum impervious surface allowed, for the property located at 8811 Aviary Path.

Motion carried (6/0). This item goes to the City Council on October 8, 2018.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

HEARING DATE: October 2, 2018

CASE NO.: 18-52C

APPLICANT & PROPERTY OWNER: Ronie Aviles

REQUEST: Conditional Use Permit to exceed the allowed impervious surface on a property

LOCATION: 8811 Aviary Path

COMPREHENSIVE PLAN: RDR, Rural Density Residential

ZONING: PUD, Planned Unit Development

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botten
Associate Planner



BACKGROUND

The applicant is requesting a Conditional Use Permit (CUP) to exceed the allowed impervious surface amount on the property. The applicant's home was built in 2016, shortly after construction they installed a driveway around to the rear of the property, exceeding the maximum impervious surface on the property. City code allows additional impervious surface on a property, up to 10% of the lot area, with a conditional use permit. No additional impervious surface is being added at this time, the request is an after-the-fact request; the total impervious surface amount on the lot is within the additional 10% allowance.

Details of the impervious coverage are listed in the following chart:

	Square Feet	Allowed Impervious Coverage (sq. ft)
Lot Size	49,065	8,700
Additional impervious allowed w/ CUP	10% of lot area	4,906
Total impervious allowed on property		13,606
Impervious surface requested	9,279	
Additional impervious request for future shed	100	
Total sq ft requested by CUP	679	

SPECIFIC REQUEST

A Conditional Use Permit to exceed impervious surface above the allowed amount but within the additional 10% of lot area allowed with a conditional use permit.

SURROUNDING USES:

The following land uses, zoning districts, and comprehensive plan designations surround the subject property:

North	Manufactured home park and single-family home; zoned R-4 and A; guided MDR, Medium Density Residential and LDR, Low Density
East	Single-family home; zoned PUD; guided RDR, Rural Density Residential
West	Open Space; zoned PUD; guided RDR
South	Single-family home; zoned PUD; guided RDR

EVALUATION OF REQUEST:

GENERAL CUP CRITERIA

Section 10-3A-5 of the Zoning Regulations lists criteria to be considered with all conditional use permit requests. This criterion generally relates to the Comprehensive Plan and Zoning consistency, land use impacts such as setbacks, drainage, and aesthetics, environmental impacts, and public health and safety impacts.

The proposed impervious surface conditional use permit meets the above criteria. The existing impervious surface on the property complies with setback requirements. The applicant is proposing a rain garden in the southwest corner of the property, complying with the storm water treatment conditions. The proposed raingarden is designed to treat the existing impervious surface over the allowed amount, plus an additional 100 square feet on the property for a future 10x10 shed or something comparable.

IMPERVIOUS SURFACE CUP CRITERIA

The zoning ordinance sets a maximum impervious surface allowed on each lot in the city based on lot size categories. Impervious surface can be increased by up to 10% of the lot area with a conditional use permit provided the following criteria are met:

- a) A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.
- b) The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division prior to ground disturbance or installation of the facility.
- c) The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.
- d) The design of the facility shall provide storage and treatment for the 100-year event volume as it relates to the additional impervious surface being considered with a conditional use application.
- e) A storm water facilities maintenance agreement shall be entered into between the applicant and City to address responsibilities and maintenance of the storm water system.
- f) An escrow or fee, to be determined by the City Engineer, shall be submitted to the City with the Storm Water Management System submittal. The final amount and

submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan. Surety shall be provided to ensure construction of the system according to the plans approved by the City Engineer.

- g) The soils shall be tested to determine the infiltration capacity at and below the stormwater facility to ensure the stormwater management facility performs and functions within the assumed design parameters. A three (3) foot separation shall be maintained from seasonal high water levels and the bottom of any facility.

ENGINEERING REVIEW

The Engineering Department has reviewed the request and is working with the applicant on the stormwater and grading requirements listed above. The applicant is proposing a rain garden in the southwest corner of the property, complying with the storm water treatment conditions which help maintain the drainage and storm water runoff on the applicant's property. The applicant shall continue to work with the City to secure final approval of the construction plans.

ALTERNATIVES

The Planning Commission has the following alternatives available for the requested action:

A. Approval If the Planning Commission finds the requests to be acceptable, the Commission should recommend approval of the request with at least the following conditions:

- Approval of the Conditional Use Permit to allow 679 square feet of impervious surface above the maximum amount allowed but within the additional 10% of lot area allowed with CUP subject to the following conditions:
 1. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.
 2. A storm water facilities maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.

B. Denial If the Planning Commission does not favor the proposed Conditional Use Permit, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

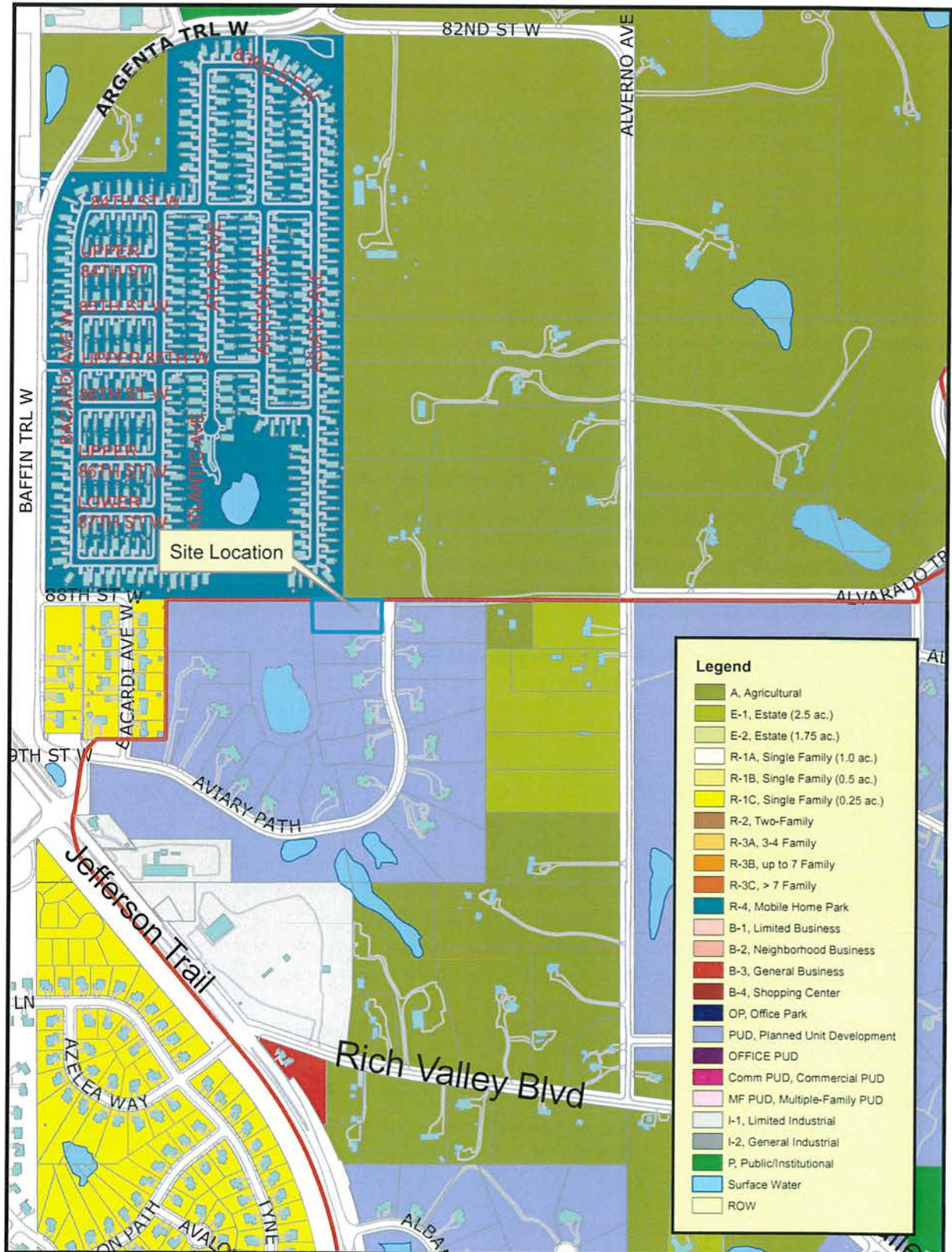
RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the conditional use permit.

Attachments: Exhibit A - Location/Zoning Map
Exhibit B - Narrative
Exhibit C- Site Plan



8811 Aviary Path Case No. 18-52C



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.
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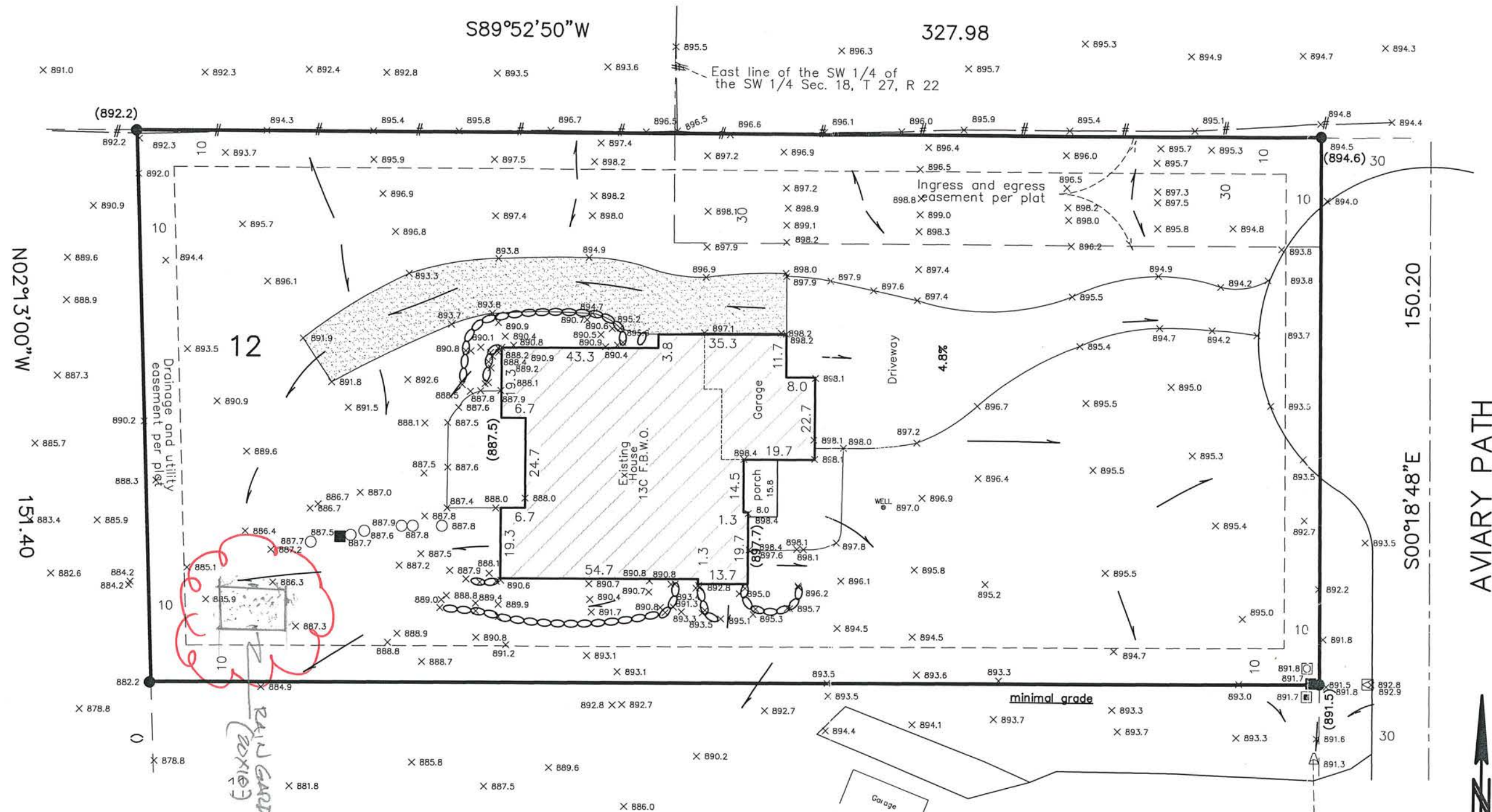


Exhibit A
Zoning and Location Map
Map not to scale

8/29/2018

Requesting the CUP to mitigate the hard surfaces that has exceeded the maximum allowed. I am proposing to contract a rain garden in accordance w/ Dakota County Standard Southwest corner of the site.

Rome Aviles



REVISED 5/24/17

GRADING AS-BUILT

General Notes:

1. Grading plan by Metro last dated 4/16/02 was used to determine proposed elevations shown herein.
2. No specific soils investigation has been performed on this lot by the surveyor. The suitability of soils to support the specific house is not the responsibility of the surveyor.
3. this certificate does not purport to show easements other than those shown on the recorded plat.
4. bearings shown are based on an assumed datum.

Lowest allowable floor elevation : 861.5

House elevations	(Proposed)	/ As-built
Lowest Floor Elevation	: (888.0)	/ 891.3
Top Of Foundation Elev.	: (898.4)	/ 898.3
Garage Slab Elev. @ Door	: (898.0)	/ 898.1

- Denotes service
- Denotes television box
- Denotes electric box
- Denotes telephone box
- Denotes existing elevation
- Denotes proposed elevation
- Denotes drainage flow direction
- Denotes spike
- Denotes proposed erosion control
- Denotes proposed rock construction entrance
- Denotes culvert

Lot area = 49065 SF
House area = 4794 SF
Porch area = 145 SF
Sidewalk area = 539 SF
Driveway area = 3193 SF
Patio area = 608 SF
Total Impervious Area = 9279 SF
Impervious Coverage = 18.9 %

We hereby certify to Ronie Aviles that this survey, plan or report was prepared by me or under my direct supervision, and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota, dated 08/25/15.

Signed: Pioneer Engineering, P.A.

BY:

Peter J. Hawkinson, Professional Land Surveyor
Minnesota License No. 42299 email-phawkinson@pioneereng.com

Scale: 1" = 30'

Benchmark:
Top Nut Hydrant
Elevation =

- Revisions:
- 1.) 08-26-15 Stake house
 - 2.) 10-09-15 Revise grades
 - 3.) 11-18-15 Client revisions
 - 4.) 12-04-15 Client revisions
 - 5.) 5-24-17 Grading As-Built

Certificate of Survey for:
Ronie Aviles

Lot 12, Block 1,
ANNISTONE RANCH
according to the recorded plat thereof
Dakota County, Minnesota
Address: 8811 Aviary Path, Inver Grove Heights, Minnesota
House Model: Elevation:
Buyer: Aviles

PIONEER Engineering, P.A.
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120
Ph: (651) 681-1914
Fax: (651) 681-9488
www.pioneereng.com

Project #: 117130000 Folder #: 3352 Drawn by: MTW
© Pioneer Engineering

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Easement Encroachment Agreement for Landowner Improvements within City Easement for 7107 Blake Path (Lot 7, Block 1, Michael D. Dupont 4th Addition Country Meadows)

Meeting Date: October 8, 2018

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572 TJK

Prepared by: Thomas J. Kaldunski, City Engineer

Reviewed by: Scott D. Thureen, Public Works Director SDT

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Consider approval of an agreement related to a fence encroaching within a drainage and utility easement located at 7107 Blake Path (Lot 7, Block 1, Michael D. Dupont 4th Addition Country Meadows).

SUMMARY

The owners, Scott R. and Sherri K. Neumann, of 7107 Blake Path, have requested to install a fence in an existing drainage and utility easement on their property. There is a storm sewer line within this drainage and utility easement. The owners have agreed to accept responsibility for removing the fence if the storm sewer line ever needs to be repaired or replaced. The location and design of the fence will keep the property owner in compliance with the City's Obstruction Policy. An engineering escrow of \$500.00 has been provided to cover attorney fees.

A copy of the signed encroachment agreement is attached. It is recommended that the City Council approve the Easement Encroachment Agreement for 7107 Blake Path (Lot 7, Block 1, Michael D. Dupont 4th Addition Country Meadows)

TJK/mw

Attachments: Easement Encroachment Agreement

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 7, BLOCK 1, MICHAEL D. DUPONT 4TH ADDITION COUNTRY MEADOWS,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 7, BLOCK 1, MICHAEL D. DUPONT 4TH ADDITION COUNTRY MEADOWS (Agreement) is made this 8th day of October, 2018, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and Scott R. Neumann and Sherri K. Neumann, husband and wife (hereafter referred to as "Landowner"). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1
TERMS**

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

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

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

Lot 7, Block 1, Michael D. Dupont 4th Addition Country Meadows, Dakota County, Minnesota.

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

The platted drainage and utility easements located on Lot 7, Block 1, Michael D. Dupont 4th Addition Country Meadows, dedicated to the City

of Inver Grove Heights as shown on the plat of Michael D. Dupont 4th Addition Country Meadows, Dakota County, Minnesota.

1.5 Landowner. “Landowner” means Scott R. Neumann and Sherri K. Neumann, husband and wife, and their assigns and successors in interest with respect to the Subject Land.

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

IF TO CITY:

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

IF TO LANDOWNER:

Scott R. Neumann and Sherri K. Neumann
7107 Blake Path
Inver Grove Heights, MN 55076

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

1.7 Landowner Improvements. “Landowner Improvements” means the fence, fence gates, fence posts and fence concrete footings located on the Subject Land within the City Easement.

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

1.9 Construction Plan. “Construction Plan” means the sketch attached as **Exhibit A** which identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

1.10 City Utility Costs. “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and

attorneys' fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

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

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

ARTICLE 2 **RECITALS**

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

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

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

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

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

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

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to construct the Landowner Improvements within the City Easement. The Landowner Improvements shall only be placed at the location specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

The Landowner shall not place any other structures, irrigation systems or buildings within the City Easement, except for the Landowner Improvements. The Landowner, at Landowner's expense, shall maintain and repair the Landowner Improvements.

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

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

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

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

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

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

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City

Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

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

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

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

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

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications.

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

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Land.

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

3.11 Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and

attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of October, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

Scott R. Neumann

Scott R. Neumann

Sherri K. Neumann

Sherri K. Neumann

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 2ND day of October, 2018, before me a Notary Public within and for said County, personally appeared Scott R. Neumann and Sherri K. Neumann, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Kathleen J. Fischer
Notary Public



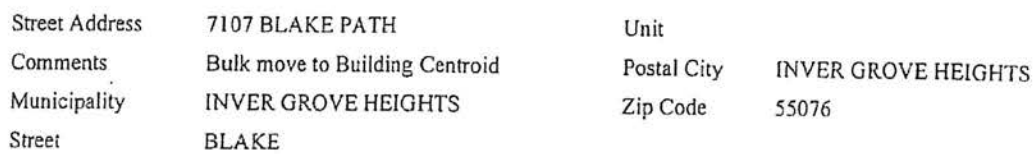
This instrument was drafted by:

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

After recording, please return to:

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

Dakota County, MN



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Approving the Operations and Maintenance Manual and One-Year Evaluation Report and Operations and Maintenance Manual for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge from Barr Engineering Company

Meeting Date: October 8, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director



Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Stormwater Utility

PURPOSE/ACTION REQUESTED

Consider a resolution approving the Operations and Maintenance Manual and One-Year Evaluation Report for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge from Barr Engineering Company.

SUMMARY

Council adopted Resolution No. 16-28 on February 8, 2016 approving a stormwater project plan with reference to City Project 2016-01 – Stormwater Treatment for Mississippi River Discharge. The resolution directed the City Engineer to seek funding for stormwater projects through Clean Water Revolving Funds and Point Source Implementation Grants (PSIG).

The MPCA's PSiG Program made Inver Grove Heights eligible for the grant in an amount up to \$296,000 for the subject project. The City completed the project in 2017 and the project is in the warranty period.

The MPCA has requested the City prepare an Operations and Maintenance Manual for the facilities per Minnesota Rules 7077.0288. The MPCA also required the City to do a one-year evaluation report to ensure the facilities are working as designed. The MPCA conducted its one-year inspection on September 26, 2018. This MPCA inspection was done to document that the treatment basin was performing as designed. The MPCA is awaiting the City's approval and submission of the one-year evaluation report before the MPCA signs off on City Project No. 2016-01. This will complete the PSIG requirements for the project.

Staff is recommending that the City Council approve the attached resolution approving the Operations and Maintenance Manual and the One-Year Evaluation Report for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge from Barr Engineering Company. The City Engineer will submit the documents after Council approval.

TJK/kf

Attachments : Resolution
 : Operations and Maintenance Manual
 : One-year Evaluation Report

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
RESOLUTION APPROVING THE OPERATIONS AND MAINTENANCE MANUAL AND ONE-YEAR
EVALUATION REPORT FOR CITY PROJECT NO. 2016-01 – STORMWATER TREATMENT FOR
MISSISSIPPI RIVER DISCHARGE FROM BARR ENGINEERING COMPANY**

RESOLUTION NO. _____

WHEREAS, City Council adopted Resolution No. 16-28 on February 8, 2016 approving a stormwater project plan with reference to City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge; and

WHEREAS, Resolution No. 16-28 directed the City Engineer to submit the approved stormwater project plan to the Minnesota Pollution Control Agency (MPCA) to seek funding; and

WHEREAS, the City Engineer received a grant from the MPCA for funding for the construction of 78th and Concord Stormwater Pond in 2017; and

WHEREAS, the MPCA has requested preparation of an Operations and Maintenance Manual and One-Year Evaluation Report for the stormwater facilities to ensure the project is functioning as intended; and

WHEREAS, City staff requested, and received, a proposal from Barr Engineering for engineering services and preparation of an Operations and Maintenance Manual and One-Year Evaluation Report; and

WHEREAS, the MPCA conducted their one-year inspection on September 26, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE INVER GROVE HEIGHTS, MINNESOTA THAT:

1. The Operations and Maintenance Manual and One-Year Evaluation Report from Barr Engineering Co. is approved for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge.
2. The City Engineer is hereby directed to submit the documents necessary to complete the MPCA requirements.

Adopted by the City Council of Inver Grove Heights, Minnesota this 8th day of October 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

One-year performance
certification report

Stormwater Treatment Assistance Program

Minn. R. 7077.0288

Doc Type: One Year Certification

Instructions: This form should be used by participants in the Clean Water Revolving Fund Loan Program or the Point Source Implementation Grant Program to create a certification report for submittal to the Minnesota Pollution Control Agency (MPCA) one year from the initiation of operation of the stormwater treatment system. This form can either be filled in directly and submitted, or it can be used as a reference to create a certification report in a format of the participant's choosing. The initiation of operation of the stormwater treatment system is the date that the MPCA is notified in writing of the completion of the construction of the stormwater treatment system. This form must be signed by both the project representative and the professional engineer for the project.

Project information

Date of initiation of operation: 1/16/2018

Applicant name: Thomas Kaldunski, P.E. Project number: 280323-PS01

Project name: Stormwater mgmt basin, 78th and Concord Resident inspector: Nick Hahn

Stormwater treatment performance certification submittals

Minn. R. 7077.0288, subp.2a, A.-B.

A. A certification stating whether the project meets the following performance standards:

- ☒ The project has been completed according to the approved stormwater project plan and the project is operating as intended.
- ☒ State financial assistance money has only been used for work directly associated with stormwater treatment activities as described in the stormwater project plan.
- ☒ All pipe outlets have been provided with permanent energy dissipation where the pipe's outlet velocity exceeds the permanent cover's erosive velocity
- ☒ An operation and maintenance manual appropriate for the best management practices implemented during the project has been provided to the municipality by the project engineer.
- ☒ One copy of "as-built" plans and specifications has been submitted to the commissioner in a format designated by the commissioner.

B. Evaluation report:

- ☒ An evaluation report describing the performance of the project as it pertains to the problems in need of correction identified in the stormwater project plan.

Describe:

See attached.

Certification

We certify that the project meets the performance standards listed above.

Authorized representative

Print name: Thomas Kaldunski, P.E.

Organization: City of Inver Grove Heights

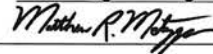
Signature: _____

Date (mm/dd/yyyy): 10/2/2018

Professional Engineer

Print name: Matt Mezger, P.E.

Organization: Barr Engineering Co.

Signature: 

Date (mm/dd/yyyy): 10/2/2018



78th and Concord Stormwater Treatment Basin

Operations and Maintenance Manual

Prepared for the
City of Inver Grove Heights

September 2018

78th and Concord Stormwater Treatment Basin

Operations and Maintenance Manual

September 2018

Contents

1.0	Introduction	1
1.1	Project Datum	1
1.2	Project Description	1
2.0	General Information	2
2.1	General	2
2.2	Stormwater Basin	2



List of Figures

Figure 1	Project Location	4
Figure 2	Project Features	5

List of Appendices, Attachments, or Exhibits

Appendix A	Record Construction Drawings
Appendix B	Inspection Checklists

1.0 Introduction

This manual summarizes the procedures necessary for operation and maintenance of the 78th and Concord Stormwater Treatment Basin Project (Project), located in Inver Grove Heights, Minnesota. These procedures are necessary for the proper functioning of the Project to provide total suspended solids (TSS) removal from stormwater prior to discharging to the Mississippi River.

The Project was constructed by the City of Inver Grove Heights (City) from July 2017 to October 2017. Construction included excavation and grading of a wet extended detention basin and installation of associated storm sewer utilities. Based on modeling simulations, the Project was predicted to remove annual averages of approximately 7,600 pounds per year of TSS and 21 pounds per year of total phosphorus (TP).

1.1 Project Datum

Elevations in this manual are stated in North American Vertical Datum of 1988 (NAVD88) unless otherwise noted. The project datum is defined as follows:

Horizontal: NAD83 Dakota County coordinates (US feet)

Vertical: NAVD88 (US feet)

1.2 Project Description

The Project is located approximately 350 feet northwest of the intersection of 78th Street East and Concord Boulevard East, within the Skyline Village drainage basin of the City (Figure 1). Access to the Project site is from the east along Concord Boulevard or from the west through an easement owned by the City.

The Project includes an extended detention basin with a permanent pool. Untreated stormwater is diverted into the west end of the basin from a 66-inch diameter trunk storm sewer that lies just north of the Project. Treated stormwater is returned to the trunk storm sewer through a basin outlet located at the east end of the basin. Project features are shown in Figure 2 and include:

- A stormwater basin with infiltration bench
- A drop structure diversion manhole
- A sump manhole with a porous water quality baffle and sump for sediment collection
- A flared end inlet structure
- A flared end outlet structure
- An overflow manhole structure

Record construction drawings showing the location and details of Project features are included as **Appendix A**.

2.0 General Information

2.1 General

The following is a brief summary of annual and long-term inspection, operation, and maintenance for the 78th and Concord Project. Annual and long-term schedules are included in **Appendix B** and can be used as a guide for field inspections and documentation.

2.2 Stormwater Basin

Located northwest of the intersection of 78th and Concord in the City of Inver Grove Heights, this best management practice (BMP) includes a diversion drop structure from the existing storm sewer, a pretreatment manhole structure with a porous water quality baffle and a sump for sediment collection, a stormwater basin with an infiltration bench and an overflow/outlet manhole structure. The total area contributing stormwater runoff to the 78th and Concord Project is approximately 233 acres, and is composed of approximately 30 percent impervious area.

A drop-inlet structure and storm sewer pipe were constructed northwest of the basin to divert stormwater from the existing 60-inch storm sewer pipe into the Project. The bottom elevation of the 60-inch storm sewer at the proposed drop inlet manhole is 801.6 (as-built elevation, NAVD88 datum), which is 1.1 feet above the basin's normal water elevation of 800.5, and approximately 2.1 feet above the bottom of the infiltration bench. During a stormwater runoff event, the majority of the stormwater from the existing 60-inch storm sewer pipe will be diverted to the basin, until the basin's water elevation rises above 801.6; after that time a portion of the water will flow into the basin while the remainder flows past the diversion into the existing downstream storm sewer pipe. The outlet structure will control the flow leaving the basin using an internal weir with a 6-inch diameter round orifice at 800.5 and a 4-foot long crest at elevation 805.1. In the unlikely event that the 60-inch pipe becomes blocked downstream of the proposed manhole diversion, the outlet structure also has a grate that will act as an emergency overflow at 806.6.

Inspection and maintenance of the 78th and Concord Project is important for the basin to operate as designed on a long-term basis. The site is visible and accessible from the east along Concord Boulevard.

The turf surrounding the basin and the maintenance right of way will be mowed regularly to prevent weeds and trees from compromising the vegetation coverage and clay liner.

Visual inspections will be completed approximately 48 hours after major runoff events. An annual inspection will be completed each spring and a more in-depth inspection will be completed every 5 years. These inspections will include:

- Major Event Inspections
 - Check diversion structure sump and sump manhole with SAFL baffle and remove debris if present

-
- Verify that the basin has returned to its normal water elevation, indicating that there is no plugging at the basin outlet
 - Annual Inspection
 - Measure sediment accumulation in pretreatment manhole
 - Check inlet and outlet structures to make sure they are clear of debris and in good structural condition
 - Inspect embankment looking for issues with cover, erosion, seeps, and riprap failure
 - Inspect permanent pool for undesirable vegetative growth, floating debris, and visible pollution.
 - Inspect banks for undesirable vegetation
 - 5-year Inspection
 - Includes all tasks from the Annual Inspection
 - Measure sediment accumulation in the permanent pool
 - Schedule sediment removal when 2 feet of sediment has accumulated (sediment accumulation from 795.0 to 797.0)

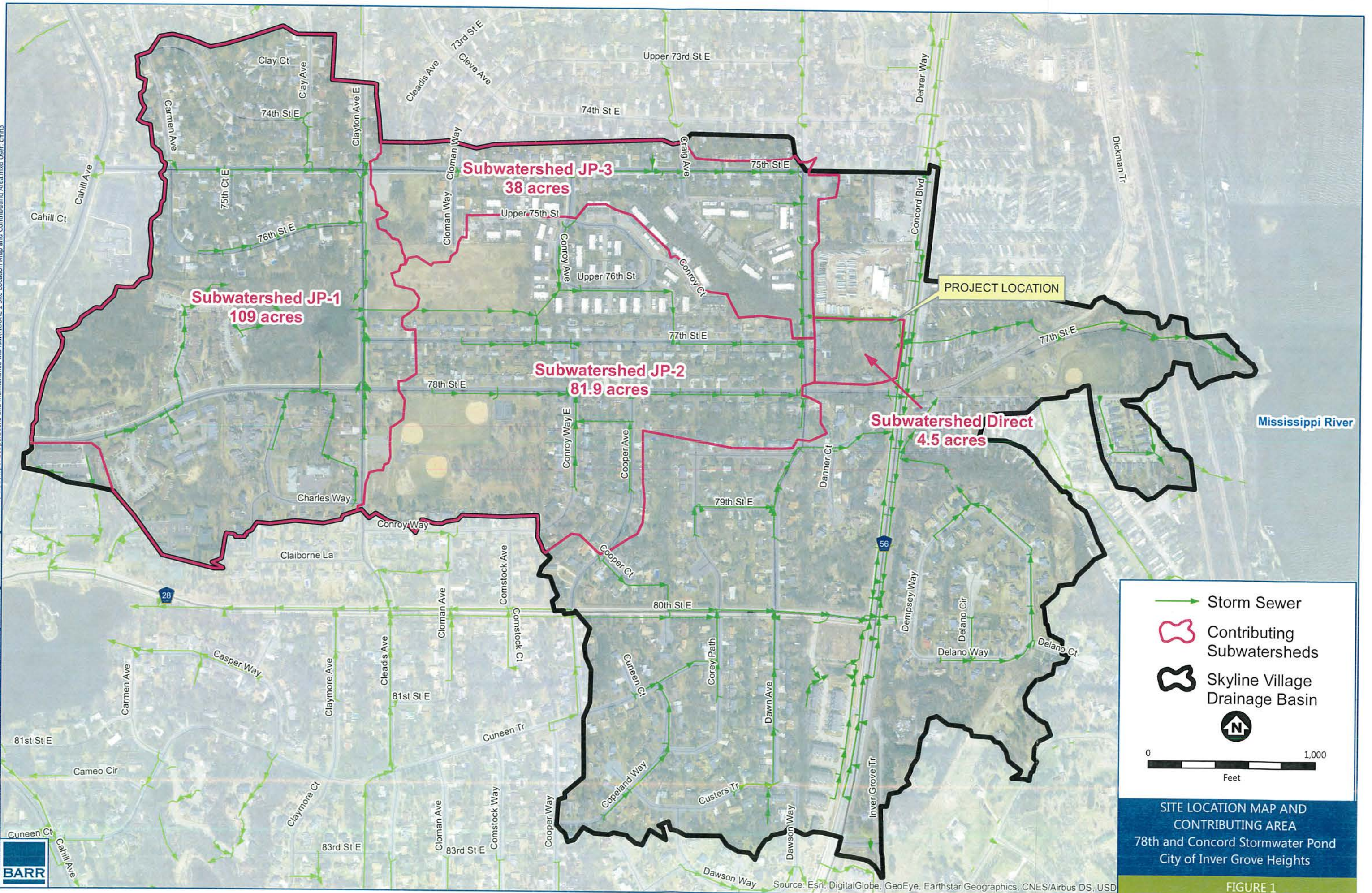
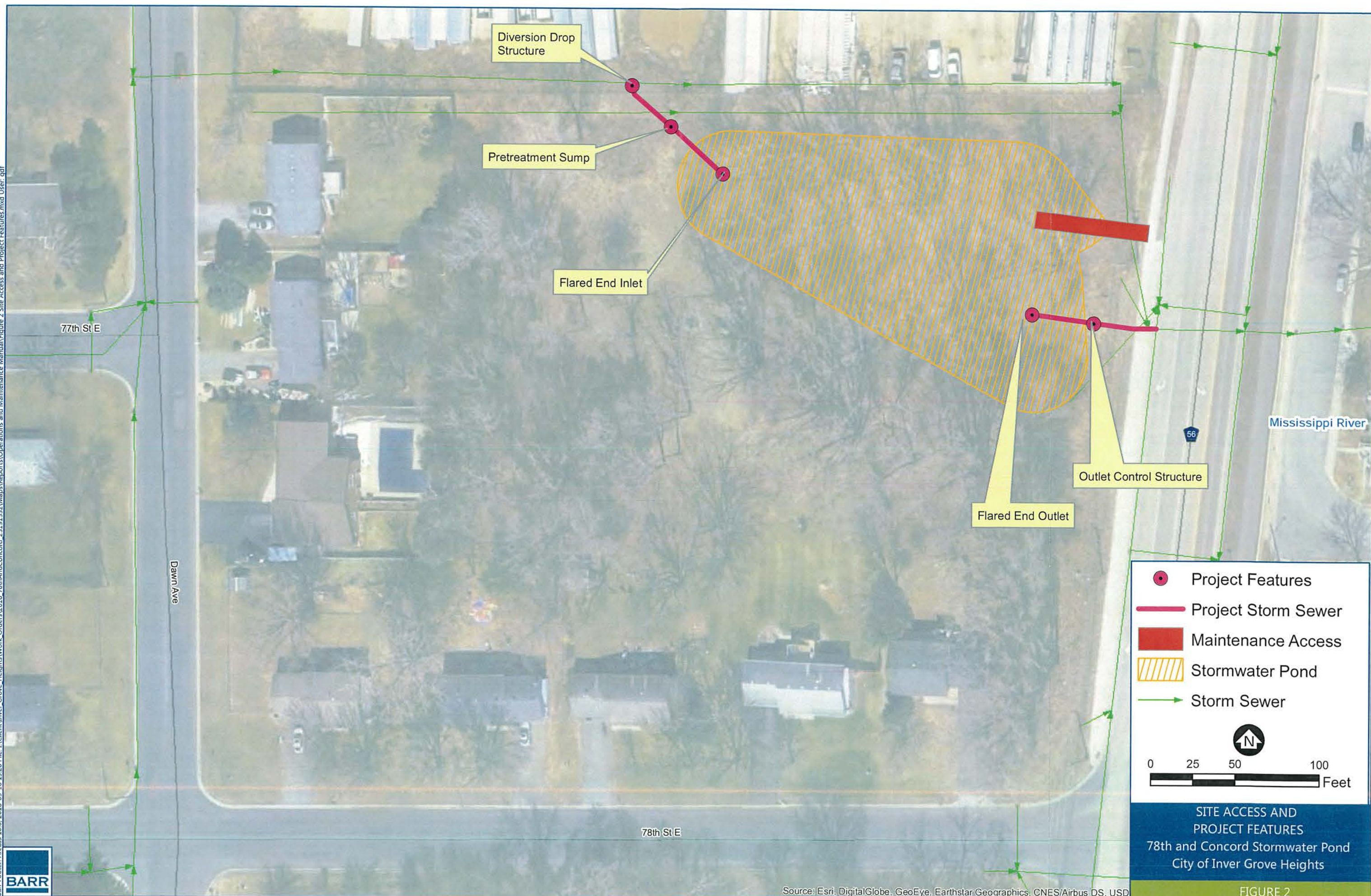


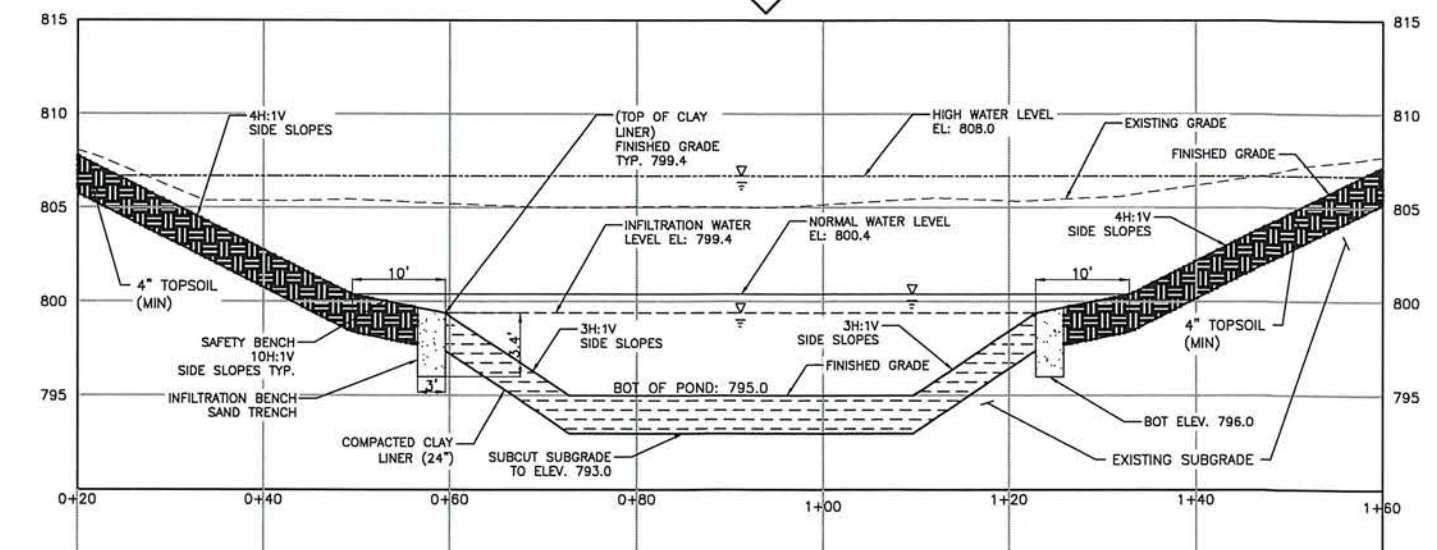
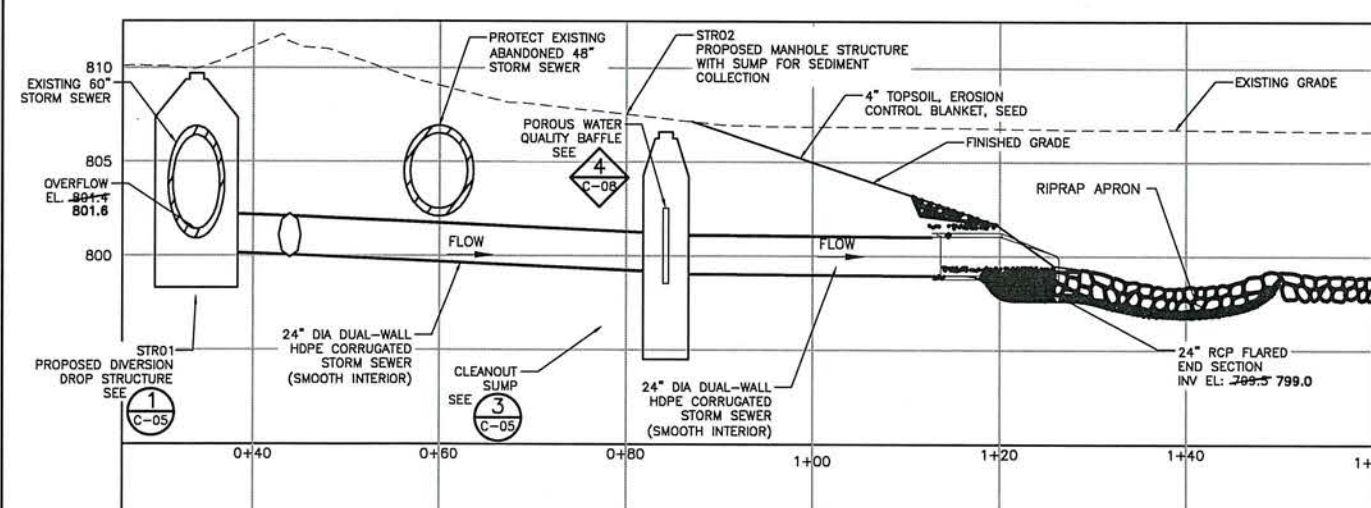
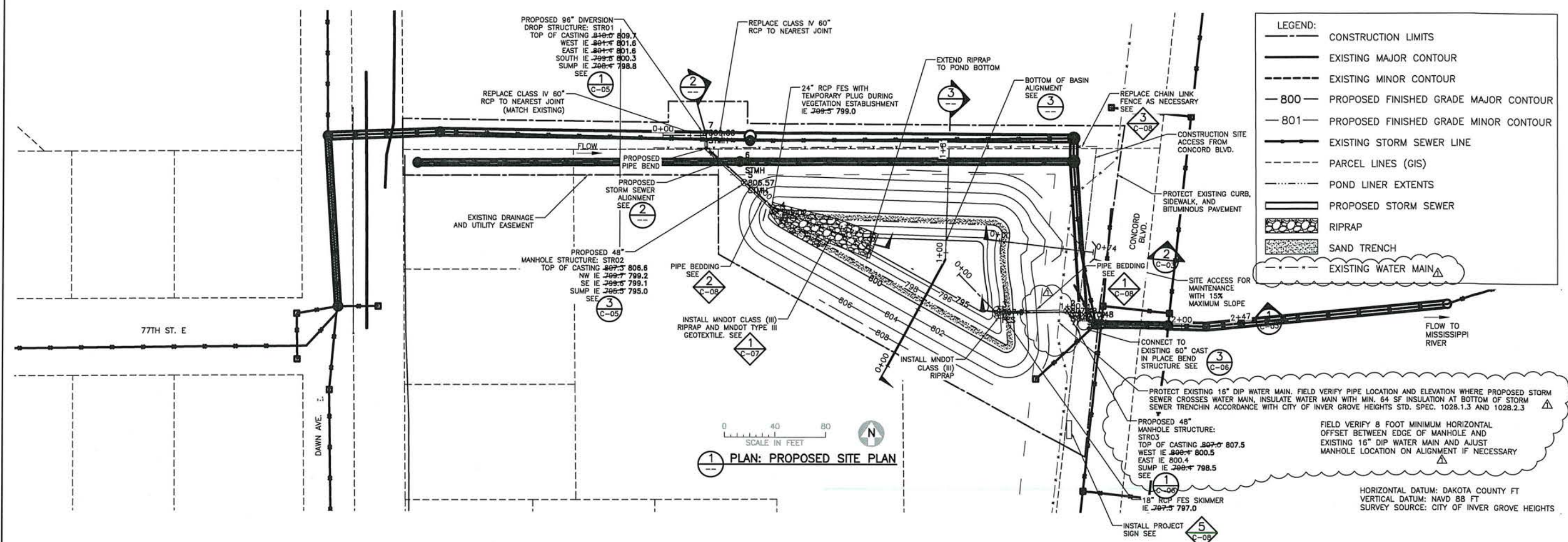
FIGURE 1



Appendix A

Record Construction Drawings

CADD USER: Nick Horn FILE: Y:\PUBLICWORKS\ENGINEERING\PROJECTS\2016-01-STORMWATER OUTFALLS TO MISSISSIPPI RIVER\ PPL \CADD\1-18-17-78TH AND CONCORD\2319133200_C-02_PROPOSED CONDITIONS_V1.DWG PLOT SCALE: 1:2 PLOT DATE: 4/17/2018 11:53 AM



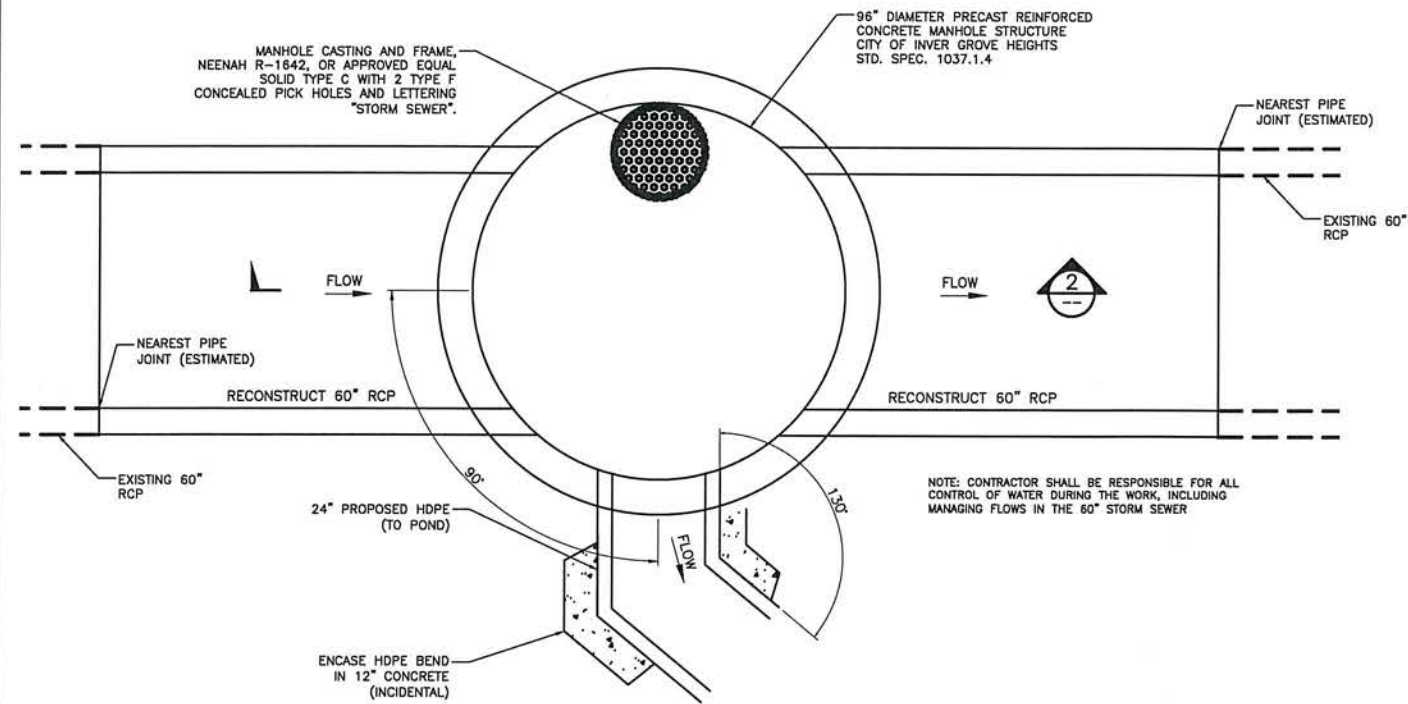
AS-BUILT

CMH3 MRM 4/28/17 ISSUED FOR BID AND CONSTRUCTION				1 HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.				CLIENT				BARR PROJECT No. 23/19-1332.00			
MRM 8/1/17 REVISION 1				PRINTED NAME MATTHEW R. METZGER				BID				CLIENT PROJECT No. 2016-01			
2 NWH 4/17/18 AS-BUILT				SIGNATURE 				CONSTRUCTION				DWG. No. C-02			
				DATE 4/28/17 LICENSE # 47851				RELEASED TO/FOR				REV. No. 2			
NO. BY CHK APP DATE REVISION DESCRIPTION				DATE RELEASED				A B C 0 1 2 3							

Profile view of the proposed pond and access road. The vertical axis shows elevation from 795 to 815 feet. The horizontal axis shows stationing from 804.7 to 808.28. The profile includes the existing ground line, the proposed finished grade, a 3H:1V slope to the bottom of the pond, a safety bench with 10H:1V side slopes, and a 15% slope for pond maintenance access. A 60-inch RCP pipe is shown with a 2.1-foot cover over the existing ground. A note specifies that the cover over the existing 60 RCP shall not be less than 2.0 feet.

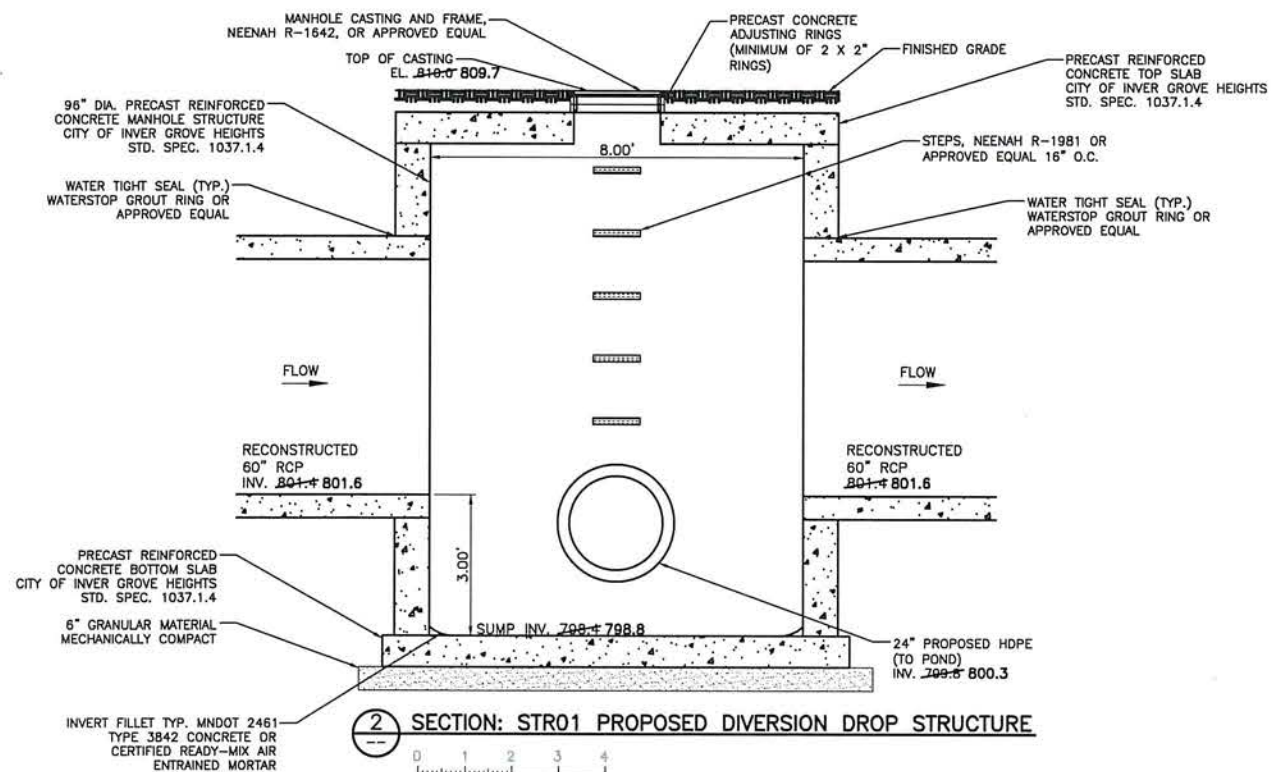
BARR PROJECT No.	
23/19-1332.00	
CLIENT PROJECT No.	
2016-01	
DWG. No.	REV. N
C-03	2

CADD USER: Alex Hahn FILE: Y:\PUBLICWORKS\ENGINEERING\PROJECTS\2016-01_STORMWATER OUTFALLS TO MISSISSIPPI RIVER\DWG\1-18-17_78TH AND CONCORD\2319133200_C-05_DETAILS_V1.DWG PLOT SCALE: 1:2 PLOT DATE: 4/17/2018 11:56 AM



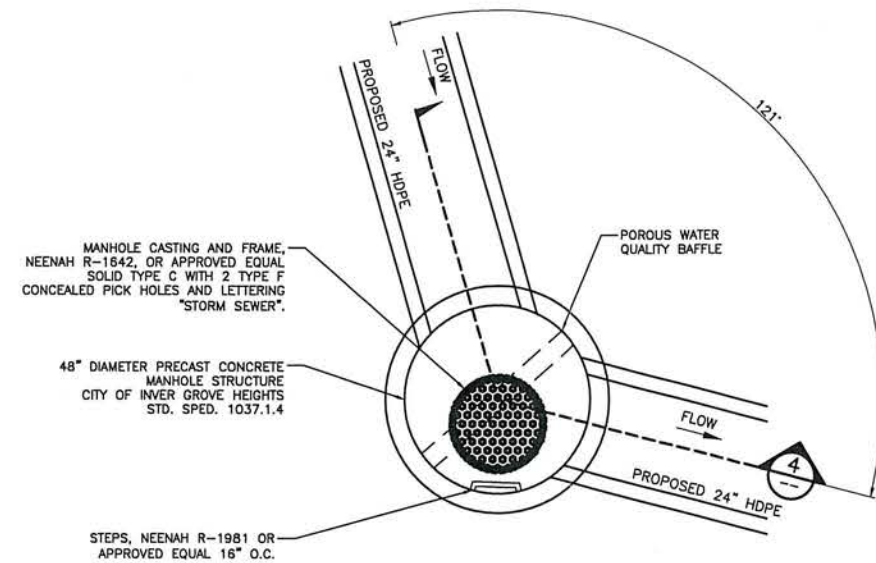
1 PLAN: STRO1 PROPOSED DIVERSION DROP STRUCTURE

SCALE IN FEET



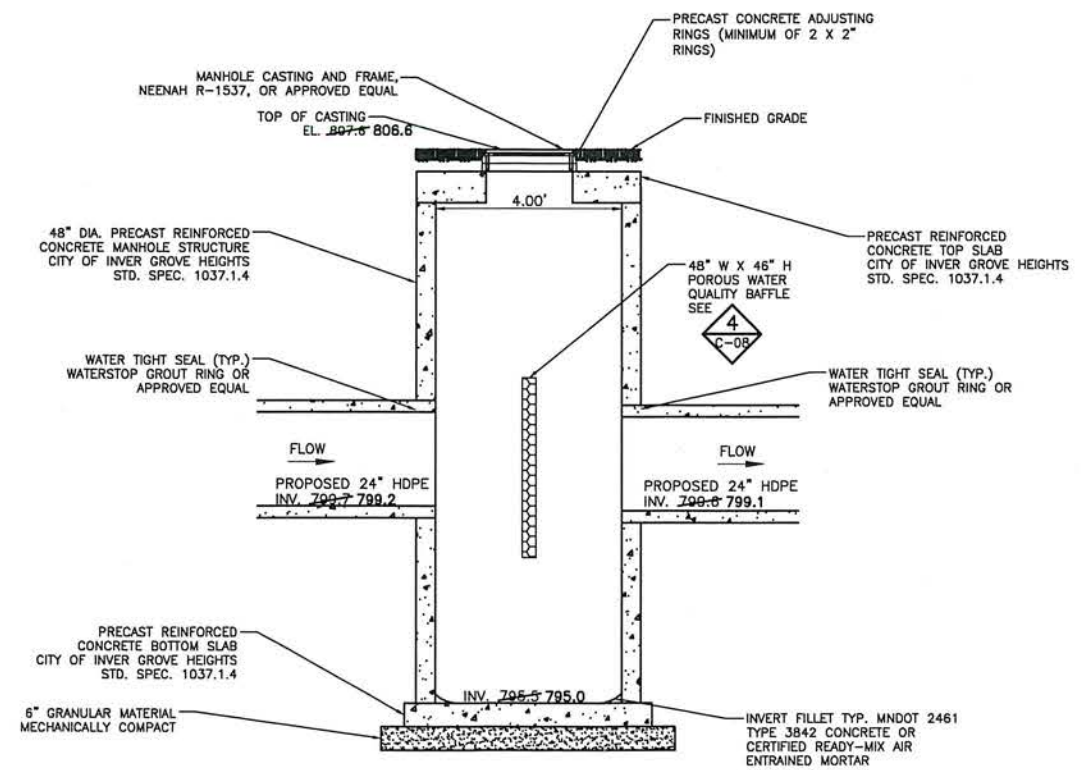
2 SECTION: STRO1 PROPOSED DIVERSION DROP STRUCTURE

SCALE IN FEET



3 PLAN: STRO2 STORMWATER MANHOLE WITH PRETREATMENT SUMP

SCALE IN FEET



4 SECTION: STRO2 STORMWATER MANHOLE WITH PRETREATMENT SUMP

SCALE IN FEET

AS-BUILT

NO.	BY	CHK	APP	DATE	REVISION DESCRIPTION
0	CMH	MRM	MRM	4/28/17	ISSUED FOR BID AND CONSTRUCTION
2	NWH	NWH	NWH	4/17/18	AS-BUILT

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

PRINTED NAME: MATTHEW R. METZGER

SIGNATURE: *Matthew R. Metzger*

DATE: 4/28/17 LICENSE # 47851

CLIENT	BID	CONSTRUCTION	RELEASED TO/FOR	DATE RELEASED

BARR ENGINEERING CO.
4300 MARKETPOINTE DRIVE
Suite 200
MINNEAPOLIS, MN 55435

Project Office:
BARR ENGINEERING CO.
4300 MARKETPOINTE DRIVE
Suite 200
MINNEAPOLIS, MN 55435

Corporate Headquarters:
Minneapolis, Minnesota
Ph: 1-800-632-2277
Fax: (612) 632-2801
www.barr.com

Scale	AS SHOWN
Date	28 APR 2017
Drawn	CMH3
Checked	MRM, MAK
Designed	BARR
Approved	MRM

CITY OF INVER GROVE HEIGHTS
INVER GROVE HEIGHTS, MN

78TH AND CONCORD
STORMWATER TREATMENT POND
SECTIONS AND DETAILS

BARR PROJECT No.	23/19-1332.00
CLIENT PROJECT No.	2016-01
DWG. No.	C-05
REV. No.	2

2 CWHX MRM MRM 4/28/17 ISSUED FOR BID AND CONSTRUCTION				I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.				CLIENT BARR CONSTRUCTION				Project Office: BARR ENGINEERING CO. 4300 MARKETPOINTE DRIVE Suite 200 MINNEAPOLIS, MN 55435 Corporate Headquarters: Minneapolis, Minnesota Ph: 1-800-832-2277 Fax: (952) 832-2801 www.barr.com				Scale AS SHOWN Date 28 APR 2017 Drawn CMH-3 Checked MRM, MAK Designed BARR Approved MRM				CITY OF INVER GROVE HEIGHTS INVER GROVE HEIGHTS, MN				78TH AND CONCORD STORMWATER TREATMENT POND SECTIONS AND DETAILS				BARR PROJECT No. 23/19-1332.00 CLIENT PROJECT No. 2016-01				DWG. No. C-06		REV. No. 2	
2 NWH NWH NWH 4/17/18 AS-BUILT				PRINTED NAME: MATTHEW R. METZGER SIGNATURE: <i>Matthew R. Metzger</i> DATE: 4/28/17 LICENSE # 57953				RELEASED TO/ FOR A B C O 1 2 3 DATE RELEASED				NO. BY CHK. APP. DATE REVISION DESCRIPTION																							

Appendix B

Inspection Checklists

ANNUAL Inspection Checklist

78th and Concord Stormwater Treatment Pond

Date of Inspection: _____

Date of Last Permanent Pool Sediment Depth Check: _____

* Pond should not be drained during the spring, as temperature stratification and high chloride concentrations at the bottom can occur, which could result in negative downstream effects

Feature Element	Inspection Element	Inspection Schedule												Review Required	Action Required	Field Notes
		J	F	M	A	M	J	J	A	S	O	N	D			
Diversions	Drop Structure													inspect sediment and debris accumulation	if sediment or debris is blocking the 24" HDPE pipe to the pond, clean out the structure	
	Sediment Accumulation													measure depth of sediment accumulation	if depth of sediment is greater than 2 ft (50% of the sump depth) remove the sediment	Depth of sediment =
Pretreatment	Manhole													inspect pipes for obstructions	remove obstructions if present	
	Pipe Inlet and Outlet													inspect for erosion above the permanent pool	note locations and extents of eroded areas for later corrective action	
Embankment	Erosion													inspect for presence of invasive species or undesirable vegetation	note species present and locations for later corrective action	
	Vegetation													inspect for presence of trash and other debris on embankment	remove debris	
Permanent Pool	Debris													inspect for presence of invasive species or undesirable vegetation	note species present and locations for later corrective action	
	Vegetation													inspect for floating and sunken debris	remove floating debris where possible, note location of sunken debris for later removal	
Inlet pipe	Debris/Pollution													inspect trash rack for presence of debris	remove obstructions if present	
	Sediment/Debris Accumulation													inspect for erosion of pond bottom near flared end	note extents of eroded area for later corrective action	
Outlet Control Structure	Erosion													inspect the low flow orifice for obstructions	remove obstructions if present	
	Low Flow Orifice													inspect the emergency overflow grate for obstructions	remove obstructions if present	
Outlet Control Structure	Emergency Overflow Grate													inspect for obstructions	remove obstructions if present	
	Internal Weir													inspect for sediment accumulation	if sediment is within 6 inches of orifice, remove sediment from the structure	Distance between orifice and sediment =
Outlet to Existing Storm Sewer	Sediment Accumulation													inspect for obstructions	remove obstructions if present	
	Pipe Inlet													inspect for erosion of pond bottom	note extents of eroded area for later corrective action	
Outlet to Existing Storm Sewer	Erosion													inspect for obstructions	remove obstructions if present	
	Debris accumulation													inspect for obstructions	remove obstructions if present	

LONG TERM Inspection, Operation and Maintenance Schedule

78th and Concord Stormwater Treatment Pond

Feature	Feature Element	Inspection Element	Inspection Schedule (year)*																Review/Maintenance Required
			1	2	3	4	5	6	7	8	9	10	15	20	25	30			
Stormwater Treatment Pond	Permanent Pool Basin	Sediment Accumulation															Survey basin bottom every 5 years, remove sediment when average accumulation is 24 inches (Sediment accumulates from 795.0 to 797.0).		
																	Characterize pollutants in sediments prior to disposal in accordance with current regulations.		
																		Take precautions to avoid compacting or otherwise compromising the infiltration trench during sediment removal.	



78th and Concord Stormwater Basin

One-year Evaluation Report

Prepared for
City of Inver Grove Heights

September 2018

78th and Concord Stormwater Basin: One-year Evaluation Report

September 2018

Contents

1.0	Introduction	1
2.0	Performance Evaluation	1
2.1	Project Description.....	1
2.2	Monitoring Program.....	2
2.3	Monitoring Results.....	4
2.4	Summary and Conclusions.....	4



List of Figures

Figure 1	Monitoring Equipment Installed at the 78 th and Concord Basin	2
Figure 2	Site Location Map and Contributing Area	3
Figure 3	78 th and Concord Basin 15-minute Water Elevations and 20-minute Rainfall Depths	4

Certifications

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



Matthew R. Metzger, PE

PE #: 47651

10/2/2018

Date

1.0 Introduction

The 78th and Concord Stormwater Basin project (Project) was constructed by the City of Inver Grove Heights (City) in 2017. The purpose of the Project is to address the goals of the South Metro Mississippi River Total Suspended Solids TMDL (2016) by removing total suspended solids (TSS) from stormwater runoff originating from a 233 acre contributing area that lies completely within the city. Project construction began in July 2017 and was essentially complete by October 2017. The Project was brought online and became fully functional in April 2018.

The Minnesota Public Facilities Authority (PFA) provided funding for the Project through a Point Source Implementation Grant (PSIG), administered by the Minnesota Pollution Control Agency (MPCA). This evaluation report is intended to fulfill in part the requirements for stormwater treatment performance certification submittals (Minn. R. 7077.0288, subp.2a, B.).

2.0 Performance Evaluation

2.1 Project Description

The Project functions primarily as a wet extended detention basin to capture suspended solids from stormwater. The total area contributing stormwater runoff to the Project is approximately 233 acres, and is composed of approximately 30 percent impervious area (Figure 1).

The normal water elevation of the Project is controlled by an outlet control structure (OCS) with a 6-inch diameter round orifice at elevation 800.5 (as-built elevation, datum NAVD 88), an internal weir structure with a 4-foot long crest at 805.1, and an emergency overflow casting at 806.6. The normal water pool (dead storage) of the Project is a maximum of 5.5 feet deep at the basin bottom of 795.0. The normal pool side slopes from the basin bottom to design elevation 799.4 have a slope of 3H:1V. A 10-foot wide safety bench with side slopes of 10H:1V lies between elevation 799.4 and elevation 800.4. A 24-inch thick compacted clay liner was installed beneath the basin up to design elevation 799.4 (the bottom elevation of the safety bench) to prevent seepage from the dead storage volume to the underlying sandy soils. The safety bench is designed to serve as an infiltration bench. To promote infiltration, a sand trench 3.4 feet deep by 3 feet wide was constructed at the bottom edge of the safety bench to ensure a hydraulic connection to the underlying sandy soils. Side slopes above the safety bench will be 4H:1V up to a top design elevation of 808.0.

A drop inlet and storm sewer pipes divert stormwater from an existing 60-inch storm sewer pipe into the Project. The bottom elevation of the 60-inch storm sewer at the proposed drop inlet manhole is 801.6, which is 1.1 feet above the basin's normal water elevation, and 2.2 feet above the bottom of the infiltration bench. During a stormwater runoff event, the majority of the stormwater from the 60-inch storm sewer pipe is diverted to the basin until the basin's water elevation rises above elevation 801.6; after that time a portion of the water flows into the basin while the remainder flows past the diversion into the existing downstream storm sewer pipe. Pretreatment between the diversion manhole and the basin is provided by a sump manhole with a SAFL baffle. Once the water elevation in the basin rises above

elevation 800.5, the basin begins to discharge through the OCS into City storm sewer, which in turn discharges to the Mississippi River.

2.2 Monitoring Program

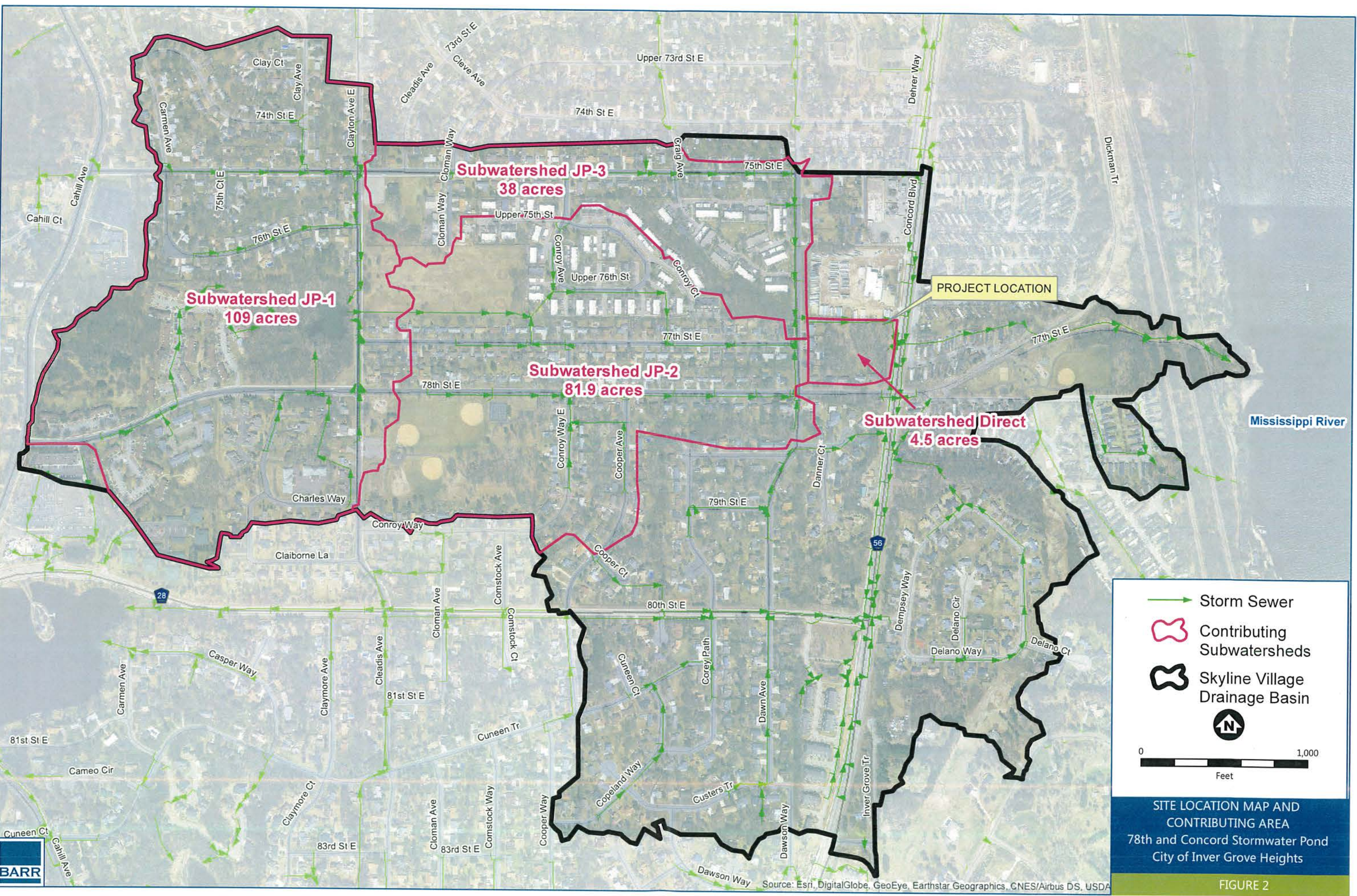
During 2018 the City initiated a monitoring program to verify that the Project was functioning as designed. Barr staff installed a water elevation sensor (Level TROLL® Sensor, In-Situ, Inc.) within the basin, below the normal water level, on May 18, 2018. To ensure that the sensor remained stationary and undisturbed throughout the monitoring period, Barr staff drove a metal fence post into the basin bottom and fastened a vertical plastic pipe, open at both ends, to the fence post. Barr staff then inserted the sensor unit into the plastic pipe and securely fastened it below the basin water level. The sensor was connected by a cable to a recording unit installed above the high water elevation on the ditch bank (Figure 2). Barr used the concrete basin inlet flared end elevation to establish the sensor datum. At the time of equipment installation, the water elevation of the basin was below the normal water elevation and below the sand filter elevation. This may have been due to a lag in the initial filling of the basin, potentially exacerbated by debris that clogged the SAFL baffle installed at the sump manhole between the diversion manhole and the basin inlet. Barr notified City staff, who removed the debris from the baffle.



Figure 1 Monitoring Equipment Installed at the 78th and Concord Basin

Barr programmed the recording unit to save elevation data at 15-minute intervals. Data collection continued uninterrupted from May 18 to June 26 (40 days). On June 26, Barr downloaded data from the recording unit and removed the equipment from the basin. Barr graphed the water level data along with rainfall data collected at the nearby South St Paul Airport to show the response of the basin to precipitation (Figure 3).

Barr Footer: ArcGIS 10.4, 2018-03-26 12:56 File: I:\Client\Inver Grove Heights\Work Orders\2016 78thAndConcord 23191332\Maps\Reports\Operations and Maintenance Manual\FIGURE 1 Site Location Map and Contributing Area.mxd User: cmh3



Storm Sewer

Contributing Subwatersheds

Skyline Village Drainage Basin

0 1,000 Feet

SITE LOCATION MAP AND CONTRIBUTING AREA
78th and Concord Stormwater Pond
City of Inver Grove Heights

FIGURE 2

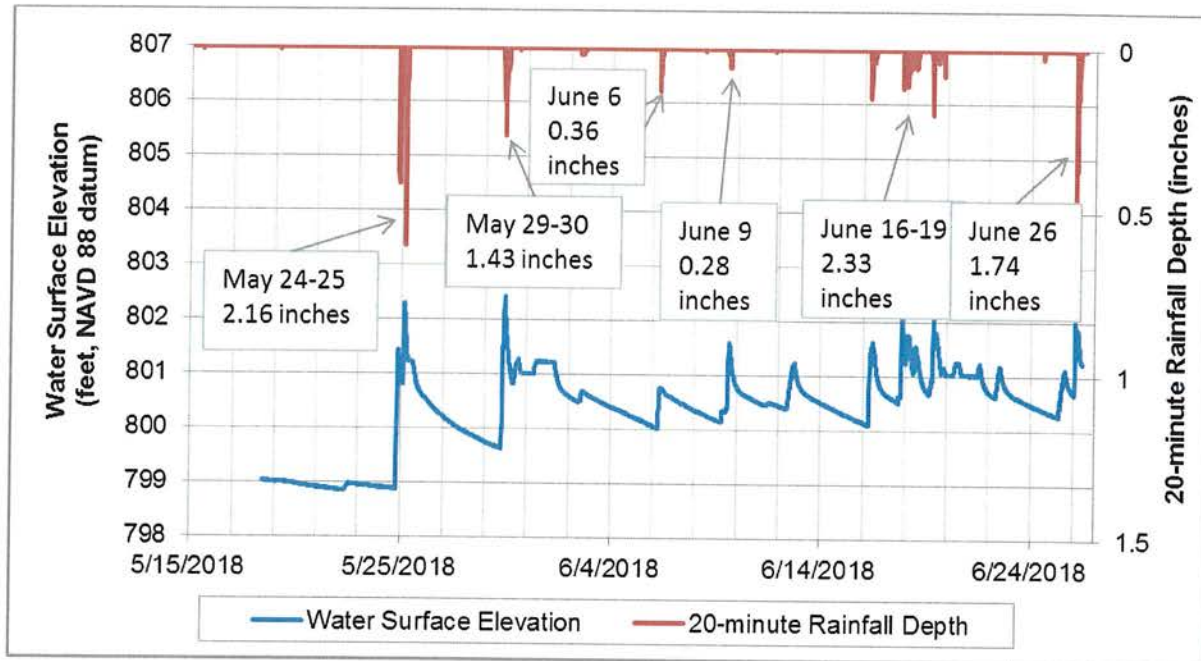


Figure 3 78th and Concord Basin 15-minute Water Elevations and 20-minute Rainfall Depths

2.3 Monitoring Results

Figure 3 shows that the water elevation in the basin remained stable at approximately 799.0 from the installation date until the first significant rainfall event, which began on May 24. The stable water elevation shows that the clay liner placed under the permanent pool is functioning correctly to maintain the dead storage volume, thus providing pretreatment for the infiltration bench. During the May 24-25 rainfall event, the basin bounced to over 802.0 and then dropped rapidly to approximately 800.5, indicating that the structure diversion was working correctly and that the basin's live storage volume was activated during the event. Once the water elevation had dropped to approximately 800.5, the water elevation dropped more slowly, indicating that the sand infiltration bench was functioning and creating more treatment volume for the next runoff event.

As shown in Figure 3, approximately eight distinct rainfall events occurred between May 24 and June 26. During this time, the water elevation remained continuously above the minimum elevation of the infiltration bench (799.4), with the lowest water elevation of 800.0 recorded on June 6. The water elevation may have remained high during this period due to base flow from the large contributing area, which would be routed through the basin. The data notably showed that stormwater runoff originating from even small events of less than one-half inch (e.g. the June 6 and June 9 events) caused the basin to bounce significantly. This suggests that the basin is treating the "first flush" of stormwater runoff originating from impervious surfaces, which typically carries the highest TSS concentrations.

2.4 Summary and Conclusions

The 2018 monitoring program showed that the Project is functioning as designed, and is therefore expected to accomplish its purpose of removing TSS from stormwater runoff to the Mississippi River.

Flysheet Line 1

Flysheet Line 2

Flysheet Line 3

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Proposal for and Authorizing Municipal Water Supply Well Field Analysis – City Project No. 2018-16

Meeting Date: October 8, 2018
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: 

	Fiscal/FTE Impact:
☐	None
☒	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other:

PURPOSE/ACTION REQUESTED

Consider a resolution accepting proposal for and authorizing Municipal Water Supply Well Field Analysis – City Project No. 2018-16.

SUMMARY

The most recent wellfield analysis was completed in 2009. That study identified the potential future need for three additional municipal water supply wells. The study also identified three potential locations for future wells. The siting recommendations were based on a number of factors including separation from existing municipal and private wells, land availability, and the cost to implement the plan. Two of the sites identified in that study are the excess golf course properties that abut 70th Street. Due to the plan to sell those parcels, the proposed well sites on each must be relocated.

The City requested a proposal from Stantec Consulting Services, Inc., the consulting firm that prepared the previous study, for an update of that analysis and recommendations for siting potential future wells. Staff has reviewed the proposal and recommends that the resolution accepting the proposal and authorizing the study be approved. Funding for this study would come from the approved 2018 Water budget.

SDT/kf

Attachments: Resolution
 Proposal

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

**RESOLUTION ACCEPTING PROPOSAL FROM STANTEC CONSULTING SERVICES, INC.
FOR, AND AUTHORIZING, A MUNICIPAL WELL FIELD ANALYSIS – CITY PROJECT NO.
2018-16**

RESOLUTION NO. _____

WHEREAS, a wellfield study in 2009 identified two excess parcels from the Inverwood Golf Course project as sites for future municipal water supply wells; and

WHEREAS, the decision to sell those parcels requires that other properties be considered as replacements; and

WHEREAS, staff requested and received a proposal from Stantec Consulting Services, Inc. to analyze future water supply needs and identify potential sites for future wells; and

WHEREAS, the proposal from Stantec Consulting Services, Inc. provided a strong project approach, a thorough understanding of the required scope of work, presented a project team with the appropriate expertise that has done similar projects in the City and provided a reasonable cost for the proposed services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE INVER GROVE HEIGHTS, MINNESOTA THAT:

1. The City Council of Inver Grove Heights receives and accepts the proposal from Stantec Consulting Services, Inc. and authorizes staff to execute an agreement in accordance with the professional engineering services proposal dated September 25, 2018 for the requested work for an amount not to exceed \$21,950.
2. Funding shall come from the 2018 Water budget.

Adopted by the City Council of Inver Grove Heights, Minnesota this 8th day of October 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Stantec Consulting Services Inc.
2335 Highway 36 West, St. Paul MN 55113-3819

25 September 2018

File: 193803143

Attention: Mr. Dan Helling

Utilities Superintendent
8168 Barbara Ave.
Inver Grove Heights, MN 55077

Dear Dan,

Reference: IGH Well Siting Study

We are pleased to present you with the following proposal for a well siting study. The aim of this study is to review all the factors involved with making a decision on where your future water supply wells will be located. The goal is to ensure that these valuable community assets can be placed in locations that will best serve the City's needs for the long-term future.

The following work-plan outlines the proposed tasks to study your potential future well sites.

Task 1: Determine Water Supply Needs

Stantec will review future water use projections to determine the recommended number of future wells and potential construction timing. Future water use projections from the DNR Water Supply Plan and future land use included in the City Comprehensive Plan will be used for this evaluation. Stantec will determine existing and future design water demands to direct the need for future wells.

By having a solid determination of future demands, and the timing for those demands, the number of future well sites can be established. This will drive the remainder of the well siting study and will help prioritize sites that will best meet the supply requirements.

Task 2: Estimating Aquifer Yield

While it is believed that the City will continue to utilize the Jordan aquifer for future wells, the overall yield of the aquifer needs to be assessed to ensure that pumping levels are sustainable over the long-term. Additionally, the spacing between wells is critical to maximize the performance of the wells and minimize interference with other City wells and nearby private wells. A well with a high volume yield will not serve the City's interests if well interference is too great to allow using the well to its full potential.

Stantec proposes to utilize computer groundwater modeling to assess aquifer yield and sustainability. This modeling will help to verify assumptions about correct well spacing and maximum yield available for each well. Different well field scenarios will be tested to determine which layout provides the best yield while also minimizing potential conflicts with other wells.

25 September 2018

Mr. Dan Helling

Page 2 of 5

Reference: IGH Well Siting Study

Task 3: Assess Site Availability, Constructability, and Cost

Potential well sites that were reviewed in our August 16, 2018 meeting will be used as a starting point to begin the assessment of individual sites. Determining the site availability and accessibility will be key to assessing whether these sites are a viable option for future wells. Sites will be visited to look for potential obstacles that could hinder well construction, along with construction of water main. Other factors, such as how well the sites fit in with community surroundings, will also be considered.

In addition, estimates of costs will be prepared to help the City budget for future well infrastructure, taking into account the costs of well construction, water main construction, and treatment. Sites will be ranked based on their availability, accessibility, and overall constructability. The results of this efforts will be applied to the remaining tasks.

Task 4: Review Water Quality

Another factor in determining the suitability of each proposed well site will be to review any water quality data available. This data will help to determine potential impacts to the City's water treatment strategy.

Since data may be limited in some areas, Stantec will assist the City in locating and identifying nearby private wells that may provide useful water quality data. Based on the water quality data gathered, proposed well sites will be ranked, so that future well field layouts can be established that will best utilize this information.

Since the number of wells available for sampling is not known at this point, this proposal does not include sample collection and analytical costs. Additionally, if no wells are available in key areas for sampling, the City may wish to install a monitoring well(s) to obtain samples prior to committing to any site(s). Stantec is available to assist in these efforts, as needed, and can work with the City on an hourly basis to help accomplish these additional tasks.

Task 5: Water Main Hydraulics

Stantec will build a simple hydraulic model of the raw water system to allow for analysis of the existing and proposed pipe network. The hydraulic model should be used to review different well operations and pipe capacity. The existing raw water system capacity needs to be reviewed at certain locations to determine if more than one well can be connected without increasing velocity and head losses in the pipe beyond optimal ranges.

Task 6: Report of Findings

The findings of the previous five tasks will be compiled into a final report that summarizes and ranks the benefits and challenges of each proposed future well site.

The report will provide a recommendation for the optimal layout of the City's future well field. In the event that some of these sites become unavailable before they can be secured, an alternate well field layout will also be presented. Additionally, individual sites will be ranked and scored based on all factors assessed in this study, giving the City the ability to proceed on a well-by-well basis if desired.

The report includes Stantec time to present our findings in person to City staff and help address questions about the options for the future well placement.

Design with community in mind

25 September 2018

Mr. Dan Helling

Page 3 of 5

Reference: IGH Well Siting Study

Task 7: City Council Workshop

Following City staff review and acceptance of the draft project report, Stantec will prepare a presentation for the City Council at a workshop meeting. The results of the study will be presented to the Council, explaining our recommendations for future well sites and the reasoning behind those conclusions. Council feedback will be incorporated, as needed, in the final project report.

Data Requirements

In order to assist with the well siting study, Stantec will be looking to the City for help in obtaining some data and information that will be key in moving forward. This information includes:

- Raw water pipe size map for the City
- Current well pumping data
- The City's draft DNR Water Supply Plan
- 2040 Future Land Use and growth areas from the City's Comprehensive Plan

Cost Estimate

The following table provided an estimated breakdown of costs for the proposed tasks.

Project Task	Estimated Cost
Task 1: Determine Water Supply Needs	\$2,300.00
Task 2: Estimating Aquifer Yield	\$4,250.00
Task 3: Assess Site Availability, Constructability, and Cost	\$4,300.00
Task 4: Review Water Quality	\$1,800.00
Task 5: Water Main Hydraulics	\$1,450.00
Task 6: Report of Findings, Cost Estimates, Meetings	\$5,600.00
Task 7: City Council Workshop Presentation	\$2,000.00
Expenses	\$250.00
Total	\$21,950.00

Stantec proposes to complete the work on an hourly basis, with a not-to-exceed threshold. Should additional issues or concerns be raised about potential well sites during the course of this study that are outside the scope of this proposal, Stantec will work with Inver Grove Heights staff to revise the work plan accordingly to address these changes.

25 September 2018

Mr. Dan Helling

Page 4 of 5

Reference: IGH Well Siting Study

Schedule

Our staff are ready to immediately begin work on this project. Below is a proposed schedule that outlines basic milestones of the project.

Project Milestones	Estimated Completion
Inver Grove Heights approves project	October 2018
Initial data collection	November 2018
Completion of draft analysis	December 2018
Report of findings presented to City staff	January 2019
Presentation at City Council workshop	February 2019

We look forward to this opportunity to work with you on this effort. The selection of future well sites will have a big impact on how your water supply system operates and we will approach this project with the understanding that this infrastructure represents a significant investment for the City. Our goal is to help you optimize this investment to ensure a successful water supply system for the long-term future of Inver Grove Heights.

Please contact us if you have any questions about the proposed scope of services.

Regards,

Stantec Consulting Services Inc.



Ryan Capelle PE
Associate
Phone: (651) 604-4857
Fax: (651) 636-1311
Ryan.Capelle@stantec.com



Mark Janovec PG
Senior Scientist
Phone: (651) 604-4831
Fax: (651) 636-1311
Mark.Janovec@stantec.com

25 September 2018

Mr. Dan Helling

Page 5 of 5

Reference: IGH Well Siting Study

By signing this proposal, Inver Grove Heights authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the ____ day of October, 2018.

Per: City of Inver Grove Heights

Print Name & Title

Signature

Attachment: Professional Services Terms and Conditions

jkb v:\1938\active\193803143\design\well siting study\proposahigh well siting proposal.docx

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SCHEDULE PUBLIC HEARING ON DEVELOPMENT FEES

Meeting Date: October 8, 2018
 Item Type: Consent
 Contact: Kristi Smith, Finance Director
 Prepared by: Kristi Smith, Finance Director
 Reviewed by: N/A

Fiscal/FTE Impact:
☒ None
☐ Amount included in current budget
☐ Budget amendment requested
☐ FTE included in current complement
☐ New FTE requested – N/A
☐ Other

PURPOSE/ACTION REQUESTED Schedule a Public Hearing on November 13, 2018, at 7:00 p.m. in the Council Chambers to consider the amendment of City Code Title 3, Chapter 4, Section 3-4-2-2, 3-4-2-3 Fees, and 10-3-8 Planning Fees. These are the fees associated with Water and Sanitary Sewer Utility Connections, Storm Water Utility Connection Fees, and Planning Fees. The third and final reading is scheduled for December 10, 2018.

SUMMARY Minnesota Statutes 462.353 directs that all changes to fees associated with municipal planning activities are required to be heard at a public hearing. This includes not only the fees and charges for planning activities, but those associated with building permits and water and sewer connection charges. While it is not explicitly required under State Statute yet, the City Attorney has advised staff that it would be prudent to put all fees associated with development activities into the City's Code.

Staff proposes changes to the fees that address water and sanitary sewer connection fees, etc. The water and sewer connection fees are proposed to increase between 3.5% and 5%. These proposed fees are based on financial projections supplied in Ehlers and Associates May 2016 Update. Staff also proposes changes to select land use fees and escrows.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve a Revision to the Public Expenditure Policy to Accommodate Expenditures Related to Wellness, Volunteer and Retirement Recognition Events.

Meeting Date: October 8, 2018
 Item Type: Consent
 Contact: Janet Shefchik – 651.450.2512
 Prepared by: Janet Shefchik
 Reviewed by: Joe Lynch

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| ☒ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☐ | Other |

PURPOSE/ACTION REQUESTED

Approve a revision to the City's public expenditure policy, in order to accommodate expenditures related to wellness, volunteer and retirement recognition events.

SUMMARY

The City formed an Employee Wellness Committee in August of 2018. The committee is made up of representatives from each department. It is a working committee led by its members, who conduct surveys, research, partner with wellness professionals, coordinate and organize events, market and communicate wellness ideas, events, and programming. The committee has developed a mission statement and specific goals toward increasing employee health and wellness. The Committee allows employees who are interested and energized by health and wellness, a productive way to utilize their passion for the subject, and an opportunity to work with staff from departments that they normally would not interact with.

To-date, City funding for Wellness Committee activities has been limited to events that could be combined with employee recognition or other City sanctioned events. Committee members have also donated their own time, money, and resources toward wellness efforts, and have been very resourceful in securing speakers and organizations willing to provide services at no cost to the City. While the Committee has been fairly successful, it will require a modest amount of City resources to have an on-going impact on employee well-being. To that end, funds have been included in the 2019 proposed budget for such expenses. The Wellness Committee members would also like to assure Council that they will continue to be resourceful and good stewards of City funds.

The City already has an established public expenditure policy for employee meetings and events. The Wellness Committee together with the Administration, and Finance departments have been working to revise the City's existing policy to be compliant with State Statute regarding wellness and employee recognition programs, as well as to reference other types of City events not previously included (e.g. retirement and volunteer recognition events).

Attached is a draft of the revised policy that was provided for Council review at the October 1, 2018 work session. The added language has been underlined.

PUBLIC EXPENDITURE POLICY FOR EMPLOYEE MEETINGS, EVENTS AND PROFESSIONAL MEMBERSHIPS

I. PURPOSE

Describe the policies and procedures of the City in regard to public expenditures for certain employee functions, other events, and professional memberships.

II. POLICY

The City requires that all expenditures be valid based on the public purpose for which it is purchased and the specific or implied authority for the expenditure found in City Code. The following procedures must be adhered to for City expenditures that fall under Section 3 (III) below.

III. PROCEDURE

A. Employee Recognition Program and Other Sponsored Events

The City of Inver Grove Heights recognizes the hard work and service performed by its employees through an Employee Recognition Program. The City believes the benefits of attracting, retaining and motivating employees through an Employee Recognition Program that supports employee job satisfaction, which in turn influences customer service and productivity.

The Employee Recognition Program is considered “additional compensation” for work performed by employees but is entirely dependent on year-to-year funding. No provision of this policy or its administration shall be subject to review under the grievance or arbitration provisions of any collective bargaining agreement.

The Program will include:

1. Employees reaching 5, 10, 15, and 20 years of service will receive an engraved or printed item of recognition thanking them for their dedicated years of service to the community.
2. Employees reaching 25, 30 and above years of service will receive a commemorative gift thanking them for their additional dedicated years of service to the community. Certain gifts such as those with a cash value may be a taxable event for the employee, as determined by the Finance Department.
3. Annually, the City will sponsor an Employee Recognition Day at which employees reaching the work milestones indicate above will be recognized.
4. When an employee has given notice of their intent to retire, a department may coordinate a gathering to recognize that employee’s service to the organization. To be consistent, departments should limit the expenses for the food, beverages and mementos to \$250 per retiree, or an amount as annually determined by Administration.
5. The City may sponsor annual events to recognize Volunteers and members of Council Commissions for their service to the community and the City.

The City may sponsor other events such as certain Employee Wellness or Health Fair Events that are in keeping with the stated goals of the Wellness Committee and its programming, as allowed under Minn. Stat. §15.46.

The City supports other events that are planned for and paid for by its employees.

B. Meeting Food, Beverages and Meals

The City recognizes that situations in which City business needs to be discussed, can and do occur during meal hours (i.e. City Council study sessions). In addition, there are public and employee meetings and events in which reasonable refreshments may add to the success of the meeting and/or event and create a more productive work force. The following items are deemed to meet the Council definition of public purpose expenditures regarding food, beverages, and meals.

Meals and refreshments are allowed at City meetings and events that have a purpose of discussing City issues. These meetings would normally have a pre-planned agenda or purpose.

Meals and refreshments are allowed when they are part of a breakfast/lunch/dinner meeting for official City business when it is the only practical time to meet. Usually these meals involve meeting with City Council members or Committee/Commission members.

During official meetings of the City Council, council committees, advisory boards/commissions, and task forces.

Travel expenses for employees are outlined in the City of Inver Grove Heights' Administrative Code.

No purchase of alcoholic beverages is allowed.

C. Memberships and Dues

The City has determined that the City will fund memberships and dues in professional community organizations when the purpose is to promote, advertise, communicate, improve or develop the City's resources and advantages, and not for personal interest or gain.

D. Coding

The cost of items outlined in Section A above are included in the **Administration** Department's budget under expense code ending in 50075.

The cost of items detailed in Sections B are included in the **department's** meals/lodging line item expense code ending in 50075 of the City's budget.

The cost of items detailed in Sections C are included in the **department's** membership/dues line item expense code ending in 50070 of the City's budget.

Line items are approved annually by the City Council as part of the overall budget process.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 8, 2018
Item Type: Consent
Contact: Judy Thill, Fire Chief
Prepared by: Judy Thill, Fire Chief
Reviewed by: n/a

**Fiscal/FTE Impact:**

- | | |
|-------------------------------------|------------------------------------|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other |

PURPOSE/ACTION REQUESTED: Consider amending the contract, dated November 13, 2017, between the City and Five Bugles Design (Wendel), to include an amendment of professional services for additional stormwater and utility services for Project 2014-10 Fire Station #2 New Construction.

SUMMARY

There are various reasons for this amendment. A full listing of the additional scope is attached and also summarized as follows: revision of the plan and stormwater report because of different geotechnical soils, changes to the adjacent wetland and required permits, revisions to civil engineering plans to accommodate change in public utility locations, plans regarding demolishing the house, adding stormwater design and drainage and utility easements for the south parcel that is not being used for the fire station, various engineering services that were originally intended to be provided by city engineering staff, stormwater grading and maintenance agreements, additional coordination during construction because of the two separate projects of the station and utilities, and some miscellaneous additions.

The total cost of the proposal is \$56,250. While the funding source for this amendment will be out of the contingency funds for Project 2014-10 Fire Station #2 New Construction, \$46,125 will be attributed directly to the fire station itself and \$10,125 will be for the south parcel that will be sold at a future date.

Staff recommends approval of this amendment as all of these services are necessary for this project.



September 4, 2018

Judy Thill
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55007

Subject: PROPOSAL FOR STORMWATER AND UTILITY SERVICES

Dear Chief Thill:

Wendel is pleased to submit this proposal for amendment to professional services associated with the Inver Grove Heights Fire Station contract. This proposal will set specific scope and fee parameters based on our understanding of the project services required.

A. SCOPE OF WORK:

The following represents our understanding of the scope of services required of Wendel for this project.

Additional Stormwater and Utility Services

1) Additional Stormwater and Utility Services

- **Geotechnical Soils** – To expedite City approvals and entitlements, the design and plans had to be completed prior to the completion of the Geotechnical soil borings and report. The soil types discovered after the Geotechnical report was complete, indicated different soils than assumed and required the project to change the storm basin from an infiltration to filtration basin. Thus plans and stormwater report had to be revised.
- **Wetland Receiving Stormwater** – To save significant project construction cost, the adjacent wetland was proposed to provide stormwater volume for rate control. Additional stormwater design, summaries, and communications were required to obtain City Engineering and Wetland Local Governmental Unit(LGU) approval.
- **Public Utility Extension Design Revisions** – The fire station site was designed prior to the design of the public utility extension project to bring sanitary sewer, watermain, and conduit for fiber optic to the property from the east side of Highway 52/55. Revisions to the civil plans were required to accommodate the change in public utility locations.

- **South Parcel Inclusion into Storm Design** – City Engineering required that the South Parcel (future development) be included into the stormwater design due to the common wetland to receive stormwater from both properties. This required assumed design calculations for the south parcel as there was no development plan at the start of the stormwater redesign. Near the completion of the redesign, the South Parcel development (Dakota County) provided more info on the potential development and included filling in a smaller wetland and draining to the common wetland, thus the stormwater design had to be readjusted. In addition, City Staff engaged SRF to help assess shared costs of utilities and stormwater between the parcels, for a more refined summary of the project's financial.
- **Additional Site/Utility Changes** – After submittal for entitlements, additional changes occurred involving existing house to be removed, existing house to be used as a fire burn for the fire department (coordinate removal and construction) in that area, donor paver area near the flagpole area, provide new electrical/gas to the existing shed to remain, provide hydrant to existing shed area, and other miscellaneous items.
- **MNDOT Drainage** – MNDOT requested more information and changes to the plans, primarily involving stormwater to determine if a Drainage Permit would be required. They also required that no grading occur in the ROW, which would have saved the project some construction cost, thus a retaining wall had to be added to accommodate.
- **Grading / Stormwater As-Built Survey** – City Engineering requires that the storm basin and site grading be surveyed to confirm it is being built correctly.
- **Stormwater Maintenance Agreements** – City Engineering requires that the site complete and provide a Stormwater Maintenance Agreement, SRF to assist in completing this document.
- **Utility Easements to North and South Adjacent Parcels** – City Engineering requires that Drainage and Utility easements be provided on the Fire Station site to accommodate the wetland/storm basin, sanitary sewer, watermain, and fiber optic as it relates to providing the expansion of the Municipal Urban Service Area(MUSA) to the parcels north and south of the fire station site. SRF to assist in the final layout, along with the related survey exhibits and legal descriptions.
- **Storm and Utility Addition Coordination Construction Administration** – Due to the fast schedule, separate projects, and related utility and storm improvements. Additional coordination during construction will be required to verify improvements match and minimize any construction adjustments.



B. PROPOSAL FEE:

We trust the above scope of work meets City of Inver Grove Heights requirements. We are proposing to perform the scope of work presented in this proposal for a lump sum fee, on a task by task basis. The proposed fee for the project is detailed below which excludes expenses.

ENVIRONMENTAL SERVICES

Task 1 - Additional Stormwater and Utility Services	\$56,250
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Wendel anticipates starting work upon notice to proceed.

C. FEES AND TERMS:

We propose completing the services outlined in this letter for a lump sum fee of Fifty-Six Thousand Two Hundred and Fifty Dollars (\$56,250.00). These fees include direct expenses such as first class mailing, local mileage and internal printing costs.

Work will be performed under the terms and conditions of the signed AIA B101-2007 contract between the parties dated November 13, 2017. Additional services are referenced in Section 11.4 of AIA B101-2007 stating "11.4 Compensation for Additional Services of the Architect's consultant when not included in Section 11.2 or 11.3, shall be the amount involved to the Architect plus twenty-five percent (25%), or as otherwise stated". Please contact me if you have any questions. If this proposal is acceptable to you, please indicate your acceptance by signing both originals and return one (1) executed original to our office.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Steven A. Gausman".

Steven A. Gausman, AIA, NCARB
Principal

ACCEPTANCE / AUTHORIZATION:

Accepted this _____ day of _____, 20____

Print Name: _____

Signature: _____

Title: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 8, 2018
Item Type: Consent
Contact: Judy Thill, Fire Chief
Prepared by: Judy Thill, Fire Chief
Reviewed by: n/a

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other |

PURPOSE/ACTION REQUESTED: Consider awarding the contract for Special Inspections and Material Testing Services to Professional Services Industries, Inc. (PSI) for Project Number 2014-10 Fire Station #2 New Construction.

SUMMARY

With the construction of the new fire station moving forward, staff issued a Request for Proposals for independent special inspections and materials testing services during the construction of the fire station. The selected company will provide written reports that contain professional opinions and recommendations regarding conformance of items tested or observed.

Four proposals were received with a not-to-exceed quote and include the following: NTI for \$32,754, PSI for \$27,352, WSB for \$36,092, and CVT for \$47,572. All 4 proposals were reviewed and verified by CPMI, our Owner's Representative. CPMI sees no concern going with the lowest proposal.

The lowest proposal was from PSI. Staff recommends hiring PSI for a not-to-exceed price of \$27,352. The funds will come from Project 2014-10 Fire Station #2 New Construction.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 8, 2018
Item Type: Consent
Contact: Judy Thill, 651-450-2495
Prepared by: Judy Thill, Fire Chief
Reviewed by: n/a

**Fiscal/FTE Impact:**

- | | |
|-------------------------------------|------------------------------------|
| ☐ | None |
| ☒ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☐ | Other |

PURPOSE/ACTION REQUESTED Consider awarding contract for replacing floor grates and trenches and fixing crumbling concrete in center apparatus bay at station 1 to Hansen Concrete and Remodeling.

SUMMARY

The concrete around the drainage trench and grates in the floor of the fire station are in disrepair. The metal grates are also twisted and create a tripping hazard when trucks are not parked inside. This project involves cutting and removing the crumbling concrete around the present drains in the center bay, removing existing steel grating, pouring new concrete in the trench and adding new grates. Two quotes were received including the following: \$10,350 from Hansen Concrete and Remolding, \$17,500 from Hardline Concrete and Masonry.

Hansen Concrete provided the lowest quote for \$10,350. Hansen has been used by the City of Burnsville with satisfactory results. Staff recommends hiring Hansen Concrete to complete this project for \$10,350. Funds are included in the 2018 budget.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: October 8, 2018
 Item Type: Consent Agenda
 Contact: Janet Shefchik, HR Manager
 Prepared by: Carrie Isaacson, Admin Svc Coord
 Reviewed by: Janet Shefchik, HR Manager

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Staff requests that Council confirm and approve the personnel actions listed below:

Full-Time Employment:

Lanoue, Christopher, Utility Maintenance Worker

Part-Time/Temporary/Seasonal Employment:

Parks-Recreation-VMCC

Keith, Matthew, Fitness Worker/Instructor/Personal Trainer
 Lantz, Elizabeth, Fitness Intern

Fire

Chermak, Johnathan, Firefighter

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Therapeutic Massage Business, TZ LLC dba Sunny Asian Massage

Meeting Date: October 8, 2018
 Item Type: Public Hearing
 Prepared by: Michelle Tesser, City Clerk
 Contact: 651-450-2513

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED:

Consider Approval of Therapeutic Massage Business License, TZ LLC dba Sunny Asian Massage, 5798 Blackshire Path.

SUMMARY:

Hong (Wendy) Jun Liao Duray is purchasing the existing therapeutic massage business named Sunny Asian Massage. Hong Jun Liao Duray is applying for the Therapeutic Massage Business license. The applicant currently holds an individual massage license through the City of Inver Grove Heights and works at Sunny Asian Massage.

A public hearing for this license was published in the southwest review on September 23, 2018. Ms. Liao Duray submitted the appropriate fees, insurance documents, required number of hours of therapeutic massage training, good character references, verified work experience and is recognized by a professional therapeutic massage organization. The background investigation on Ms. Liao Duray revealed no basis for denial.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

GRIES ARCHITECTURAL GROUP - Case No. 18-53C

Meeting Date: October 8, 2018

Item Type: Regular

Contact: Heather Botten 651.450.2569

Prepared by:  Heather Botten, Associate PlannerReviewed by:  Janice Gundlach, Director

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	Other

PURPOSE/ACTION REQUESTED

Consider a resolution approving a Conditional Use Permit to allow automobile and off highway vehicle sales on the property located at 1350 50th Street

- Requires a 4/5ths vote.
- 60-day deadline: November 3, 2018 (first 60 days)

SUMMARY

The applicant is proposing to repurpose the former Best Buy building into an automotive sales and service facility. The request is for a CUP to allow for the automobile and off highway vehicle sales. The major auto repair would be an accessory use to the car sales. No new additions or expansions are proposed at this time and access to the property would not be changing. The building exterior would be modified, along with an interior remodel. The existing parking lot would be used for vehicle inventory, sales display, service vehicle parking, customer and employee parking.

The proposed request meets the Conditional Use Permit criteria relating to the Comprehensive Plan and zoning consistency, compatibility with surrounding properties, environmental impacts, and public health and safety impacts. No additional impervious surface would be added to the property. The Engineering Division has reviewed the plans and has no issues with the proposed request. Any future impervious surface changes, site improvements, or disturbance may require the addition of a storm water facility approved by the Engineering Department.

Planning Staff: Based on the information provided and the conditions listed in the attached resolution, staff is recommending **approval** of the Conditional Use Permit to allow automobile and off highway vehicles sales in the B-3 district.

Planning Commission: Recommended **approval** of the request at their October 2, 2018 meeting with the conditions listed in the attached resolution (6-0).

Attachments: CUP Resolution
Planning Commission Recommendation
Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW AN
AUTOMOBILE AND OFF HIGHWAY VEHICLE SALES LOT IN THE B-3 GENERAL
BUSINESS DISTRICT**

Gries Architectural Group
Case No. 18-53C

WHEREAS, the request is for the property located at 1350 50th Street and legally described as:

Lot 1, Block 1, Best Buy Addition, according to the recorded plat, Dakota County, Minnesota

WHEREAS, the aforescribed property is zoned B-3, General Business;

WHEREAS, an automobile and off highway vehicle sales lot is listed as a conditional use within the B-3, General Business zoning district;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit such as consistency with the Comprehensive Plan, conformity with the Zoning Ordinance and compatibility with adjacent properties, among other criteria, the request meets all of the minimum standards;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on October 2, 2018;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow an automobile and off highway vehicle sales lot is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site Plan

dated 09/20/18

2. All parking lot lighting on site shall be a down cast "shoe-box" style and the bulb shall not be visible from property lines.
3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
4. Any expansion of the use not shown on the site plan requires additional city approvals and is not part of this conditional use permit.
5. If desired by the applicant, a storm water facility maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities. An operation and maintenance plan shall be prepared annually and sent to the City.
6. All final development plans shall be subject to the review and approval of the City Fire Marshal.
7. No car display or employee parking shall be allowed on public streets, street boulevards, or landscaped areas on the dealership property.
8. Customer and employee parking shall be clearly signed and no display vehicles shall be allowed in this area.
9. All display pennants, flags, searchlights, balloons and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices require a sign permit.
10. All signage shall be in conformance with the sign regulations of the City.
11. All new rooftop equipment shall be substantially screened from view as seen from a reasonable viewing perspective.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 8th day of October, 2018.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Melissa Kennedy, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: October 2, 2018
SUBJECT: **GRIES ARCHITECTURAL GROUP – CASE NO. 18-53C**

Reading of Notice

Commissioner Scales read the public hearing notice to consider the request for a conditional use permit to allow automobile and off highway vehicle sales, for the property located at 1350 – 50th Street. 7 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is proposing to repurpose the former Best Buy building into an automotive sales and service facility. The request is for a CUP to allow for the automobile and off highway vehicle sales. The major auto repair would be an accessory use to the car sales. No new additions or expansions are proposed at this time. The building exterior would be modified, along with an interior remodel. Staff recommends approval of the request with the 11 conditions listed in the report. Staff did not hear from any neighboring property owners.

Opening of Public Hearing

Jeff Stearns, General Manager of Inver Grove Toyota, 2052 Boulder Road, Chanhassen, advised he was available to answer any questions.

Chair Maggi asked the applicant if he read and understood the report.

Mr. Stearns replied in the affirmative.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Commissioner Lissarrague stated this was a good opportunity for this building and location.

Chair Maggi agreed, stating it was great to see the building being reutilized.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Lissarrague, to approve for a conditional use permit to allow automobile and off highway vehicle sales, for the property located at 1350 – 50th Street.

Motion carried (6/0). This item goes to the City Council on October 8, 2018.

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

HEARING DATE: October 2, 2018

CASE NO: 18-53C

APPLICANT: Gries Architectural Group

PROPERTY OWNER: SFLP, LLC

REQUEST: A conditional use permit to allow automobile and off-highway vehicle sales

LOCATION: 1350 50th Street

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botten
Associate Planner

HB

BACKGROUND

The applicant is proposing to repurpose the vacant Best Buy building into an automotive sales and service facility. There are no new additions to the building or parking lot area at this time. The exterior of the building would be modified, creating a new front façade by incorporating two new overhead door access points, along with an interior remodel. The request is for a conditional use permit to allow automobile and off-highway vehicles sales on the property. Major auto repair would be accessory to the car sales use.

The specific request consists of the following:

- A.) A **Conditional Use Permit** to allow for automobile and off-highway vehicle sales lot in the B-3, General Business Zoning District

EVALUATION OF THE REQUEST

The following land uses, zoning districts, and comprehensive plan designations surround the subject property:

Car dealerships; zoned B-3; guided RC, Regional Commercial

SITE PLAN REVIEW

Building Setbacks. There are no building additions proposed at this time.

Access. Access to the site is not changing; there are three access points off 50th Street.

Parking Lot. The existing parking lot footprint will not be changing. The parking lot will be used for vehicle inventory, sales display, service vehicle parking, customer and employee parking.

Impervious Coverage. No additional impervious surface is being requested.

Landscaping. Landscaping was installed when the site was developed, no additional landscaping is required. If there would be any removal of existing landscaping, it would require replacement or relocation of said plantings.

Lighting. Existing lighting will remain. If improvements are made in the future, the source of light shall be hooded, recessed, or controlled in some manner so as not to be visible from adjacent property or streets.

Rooftop Screening. Roof top mechanical equipment shall be screened from view from the street. If necessary, the form of screening will be reviewed at time of building permit. This condition would apply to all new rooftop equipment.

Signage. Signage is not approved as part of the CUP request. Signage on the property shall follow section 10-15E of the city code. A building permit is required for any new signs or changes to the existing signs.

Engineering. No additional impervious surface would be added to the property at this time. The City Engineer has reviewed the plans and takes no exception to the request.

Any future impervious surface changes, site improvements, or disturbance may require the addition of a storm water treatment facility complying with the City's Water Resources Management Plan requirements.

Other Departments. All building plans shall be subject to the review and approval of the City Fire Marshal and the City Building Official. The existing building on site will have to be brought into compliance with building and fire codes for the proposed use.

GENERAL CONDITIONAL USE PERMIT REVIEW

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The use is consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Regional Commercial, automobile sales is consistent with the uses envisioned in this district.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

The applicant's property is zoned B-3, general business district. The land use of auto sales is consistent with the intent of this commercial district.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The proposed request would not have a detrimental effect on public improvements in the vicinity of the property.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

The proposed request does not appear to have any negative effects on City facilities or services. Engineering, Fire, and Inspection Departments would review and approve plans for code compliance prior to any improvements being done on the property.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

i. Aesthetics/exterior appearance

The existing building materials and proposed changes comply with code requirements.

ii. Noise

The proposed use would not generate noises that are inconsistent with B-3 zoning.

iii. Fencing, landscaping and buffering

Fencing and additional landscaping are not required with this request.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

Access to the site is not changing. The amount of traffic would not be out of the ordinary for a commercial area.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

The proposed use itself would not have any direct impacts on the environment. No additional impervious surface is being proposed; if there are any future

building additions or site changes staff would review for compliance with code requirements at that time.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- Approval of a **Conditional Use Permit** to allow an automobile and off-highway vehicles sale lot subject to the following conditions:
 1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site Plandated 09/20/18
 2. All parking lot lighting on site shall be a down cast “shoe-box” style and the bulb shall not be visible from property lines.
 3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
 4. Any expansion of the use not shown on the site plan requires additional city approvals and is not part of this conditional use permit.
 5. A storm water facility maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities. An operation and maintenance plan shall be prepared annually and sent to the City.
 6. All final development plans shall be subject to the review and approval of the City Fire Marshal.
 7. No car display or employee parking shall be allowed on public streets, street boulevards, or landscaped areas on the dealership property.
 8. Customer and employee parking shall be clearly signed and no display vehicles shall be allowed in this area.
 9. All display pennants, flags, searchlights, balloons and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices require a sign permit.

10. All signage shall be in conformance with the sign regulations of the City.
11. All new rooftop equipment shall be substantially screened from view as seen from a reasonable viewing perspective.

B. **Denial.** If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the request as presented.

Attachments: Zoning/location map
Narrative
Site and building plans



Gries Architectural Group Case No. 18-53C

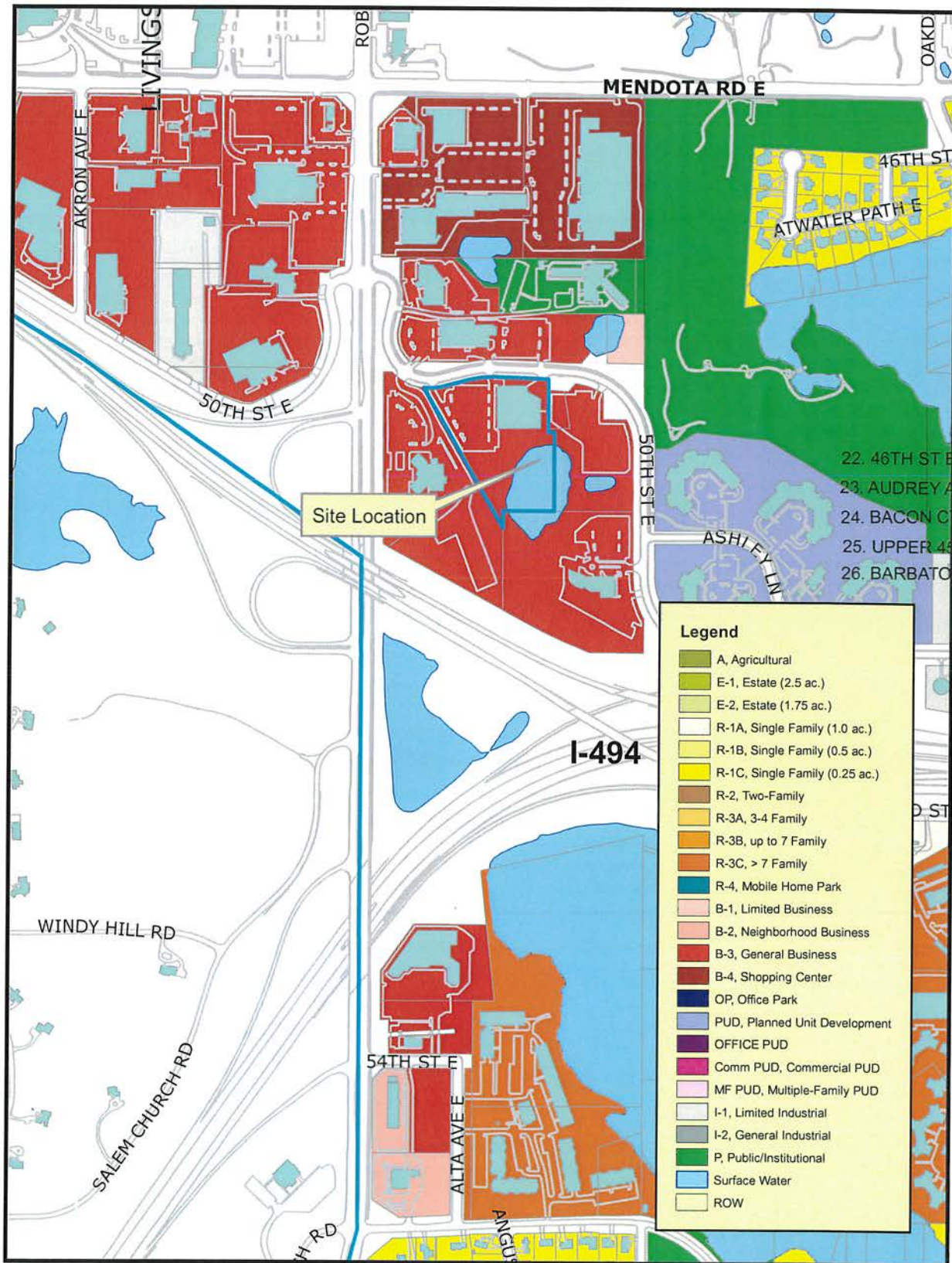


Exhibit A
Zoning and Location Map

Map not to scale

INVER GROVE SERVICE CENTER PROJECT NARRATIVE

- Location:** 1350 50TH Street E.
Inver Grove Heights, MN
- Applicant:** Gries Architectural Group – on behalf of - Inver Grove Service Center
- Proposal:** This project request for a Conditional Use Permit is to repurpose a vacant Best Buy Facility into a new Automotive Sales and Service facility.
- There will be no new additions to the building or parking area at this time. The existing building, parking, landscape, and lighting shall remain. The modified exterior of the building will create a new front facade incorporating two new overhead door access points. The existing blue entry of the former Best Buy building will be removed. The existing exterior of the building will be painted. The existing exterior parking lot will be used for vehicle inventory, sales display, service vehicle parking, customer parking and employee parking.
- Operations:** Hours of operation for sales, major service repairs and maintenance will be determined. Vehicles will not be displayed with hoods or truck lids up, or doors open, nor will they be displayed on ramps or moving platforms. On-site security techniques will include, but are not limited to, lighting and surveillance cameras. Parts and vehicle deliveries will take place daily with multiple parts deliveries per day. Trucks will vary in size depending on the type of delivery; however range from full 53' trailer trucks to box trucks, and vans. The deliveries by truck will take place at the existing back loading dock area.
- Sales operations will consist of a sales staff selling used vehicles and fleet vehicles. Sales personnel will be on-site actively selling vehicles out of this facility. Office space will be provided for the sales personnel along with building access for public to view and purchase vehicles.
- Landscaping & Screening:** Existing Landscaping to remain.
- Signage:** Existing building and site signage from Best Buy will be removed. New building signage will need to be determined. We will provide a separate signage submittal for approval.
- Lighting:** Existing lighting will remain. We will review costs to upgrade existing site lighting to LED, if we proceed with upgrades a full photometric will be submitted for approval.
- Adjacent Land Use:** Similar automotive uses are adjacent to this proposed site..

Hazards:

We do not feel there will be any negative impacts on neighboring properties due to noise, dust, odors, hazards, or lighting..

Traffic Impacts:

Traffic counts will be reduced from the former best buy use.

EXISTING BUILDING ALTERATIONS AT:
INVER GROVE SERVICE CENTER
INVER GROVE HEIGHTS, MINNESOTA

MATERIAL INDEX-PLANS, SECTIONS

	EARTH		FINISHED LUMBER
	COMPACTED FILL		RIGID INSULATION
	GRAVEL FILL		BATT INSULATION
	CERAMIC TILE		DRYWALL
	POURED CONCRETE		STEEL
	CONCRETE BLOCK		PRECAST CONCRETE
	CONCRETE BLOCK FILLED		ACOUSTIC TILE
	FACE BRICK		BITUMINOUS PAVING
	STONE		EXISTING WALL TO BE REMOVED
	ROUGH LUMBER		EXISTING WALL TO REMAIN
	PLYWOOD		CONSTRUCT NEW WALL

REFERENCE SYMBOLS

SECTION CUT SYMBOL (WALL SECTIONS)

SECTION DESIGNATION (NUMBER FOR CROSS SECTION & LETTER FOR WALL SECTION)

DRAWING NUMBER ON WHICH SECTION APPEARS

PLAN DETAIL / ENLARGED PLAN SYMBOL

DETAIL NUMBER

DRAWING NUMBER ON WHICH DETAIL APPEARS

DETAIL CUT SYMBOL

DETAIL NUMBER

DRAWING NUMBER ON WHICH DETAIL APPEARS

ELEVATION MARK - NEW

ELEVATION MARK - EXISTING

DRAWING SYMBOLS

	DOOR TAG
	REVISION NUMBER
	WINDOW TAG
	COLUMN LINE DESIGNATION - NEW
	WALL TYPE
	STAIRWAY DIRECTION INDICATION
	KEYNOTE MARK - ACCESSORIES
	KEYNOTE MARK - DEMOLITION NOTES
	KEYNOTE MARK - PLAN NOTES
	SPOT ELEVATION MARKER

PROJECT LOCATION

1330 SOUTH STREET E.
INVER GROVE HEIGHTS, MN



NOTE:
THE CONTENT AND MEANING OF THE CONSTRUCTION DOCUMENTS IS THAT THE CONTRACTOR UNDER THE TERMS OF THE CONTRACT SHALL TAKE ALL ACTIONS NECESSARY TO COMPLY WITH THE SPECIFICATIONS, MATERIALS, SUPPLIES, EQUIPMENT, TRANSPORTATION, FACILITIES AND APPEARANCES WHICH ARE INDICATED IN THE CONSTRUCTION DOCUMENTS AND EACH SECTION OF THE SPECIFICATION. ALL OF THE CONSTRUCTION OF THE DESCRIBED STRUCTURES AND FINISHES.

NOTE:
ALL WORKS SHALL CROSS REFERENCE ALL CONSTRUCTION DOCUMENTS FOR COORDINATION AND SCOPE OF WORK.

SHEET INDEX

C-S	COVER SHEET
ARCHITECTURAL	
A-0.1	SITE PLAN & EXISTING LANDSCAPE PLAN
A-1.1	FLOOR PLAN ELEVATIONS
A-1.2	EXTERIOR ELEVATIONS
A-4.2	EXTERIOR ELEVATION MATERIALS

CONSULTANTS

ARCHITECTURAL
GROUP, INC.
500 N. COMMERCIAL STREET
NEENAH, WI 54956
PH (920) 722-4457 FAX (920) 722-6605

PROJECT DATA

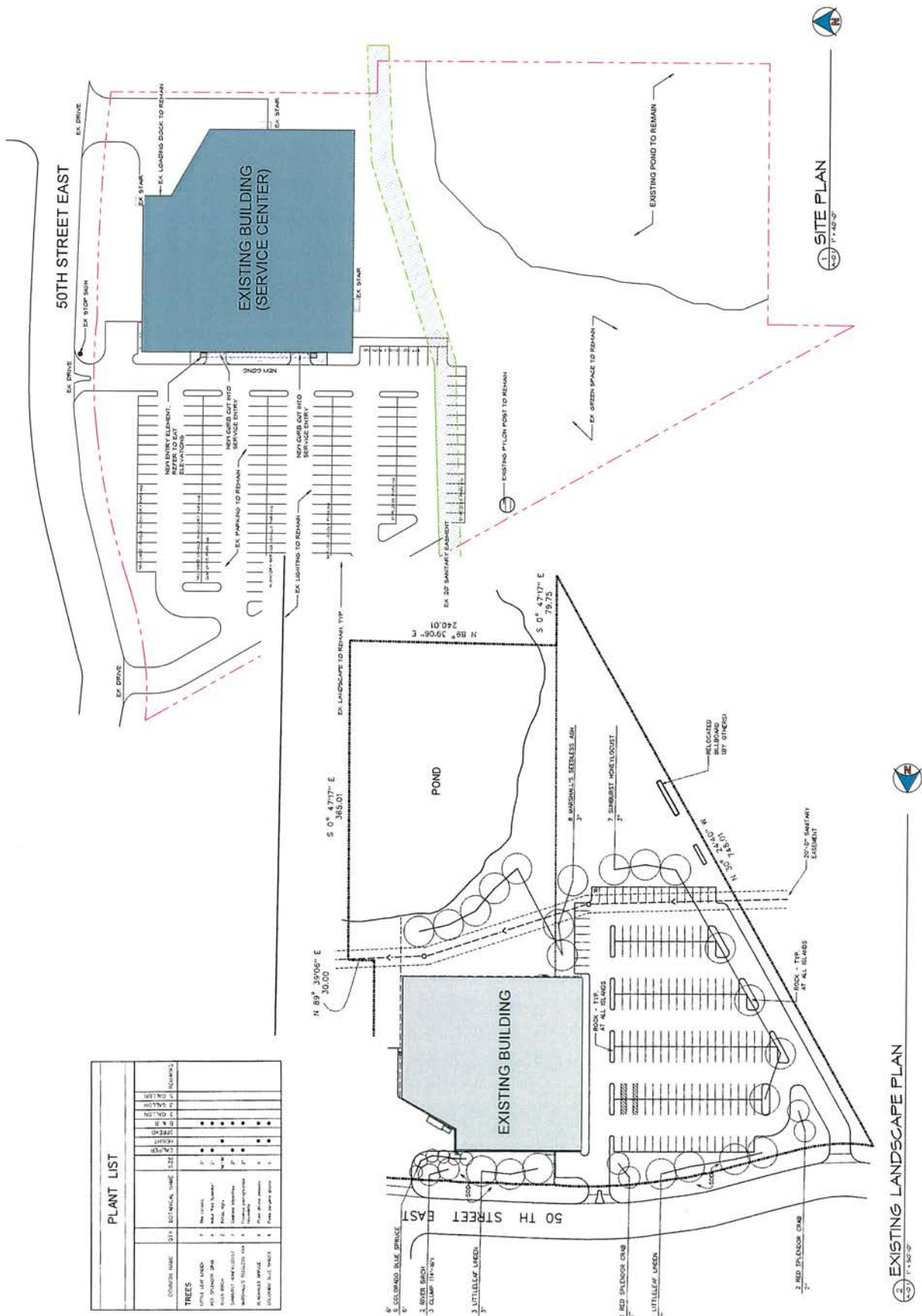
GOVERNING AUTHORITY - MINNESOTA DEPT. OF COMMERCE, SAFETY AND BUILDINGS DIVISION	DATE OF CONSTRUCTION
CLASS OF CONSTRUCTION	STORAGE (S-1)
OCCUPANCY CLASSIFICATION	CITY OF INVER GROVE HEIGHTS
LOCAL DRAINAGE AUTHORITY	BUILDING SPRINKLED
BUILDING AREA	YES
TOTAL BUILDING SQ. FT.	34,104 S.F.

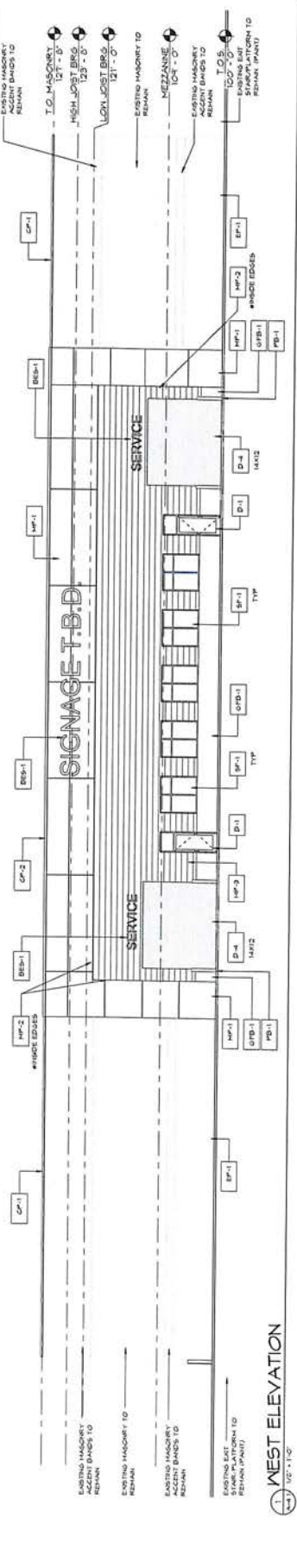
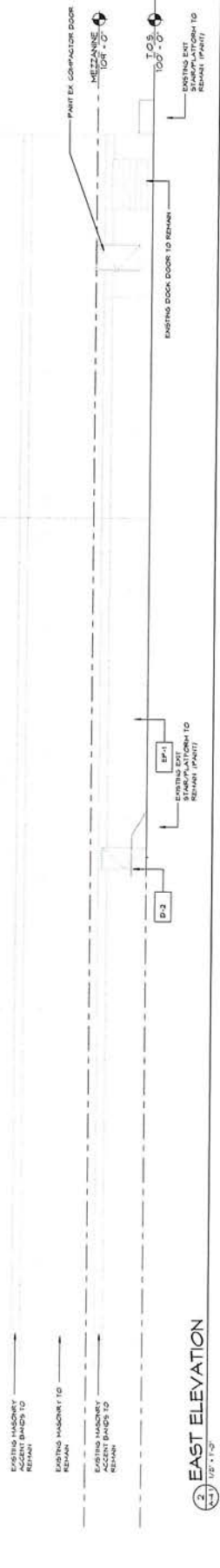
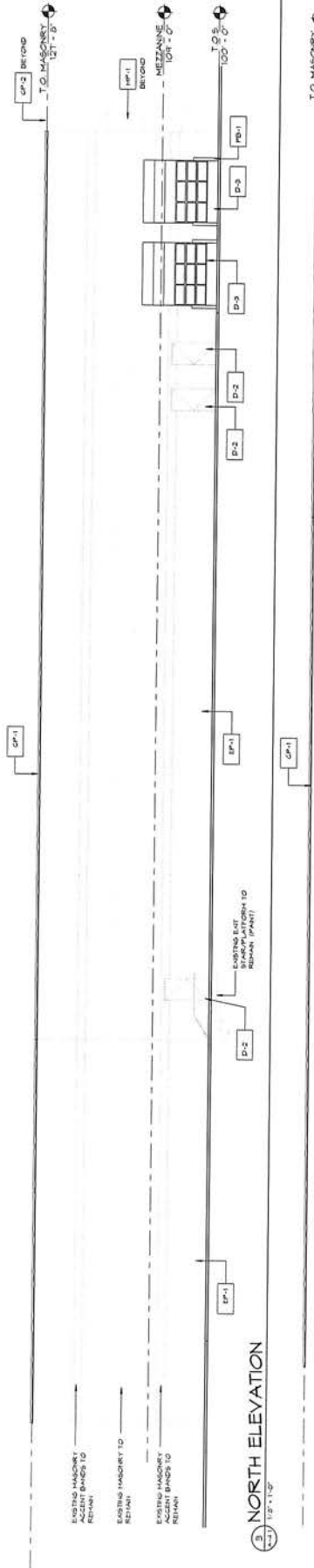
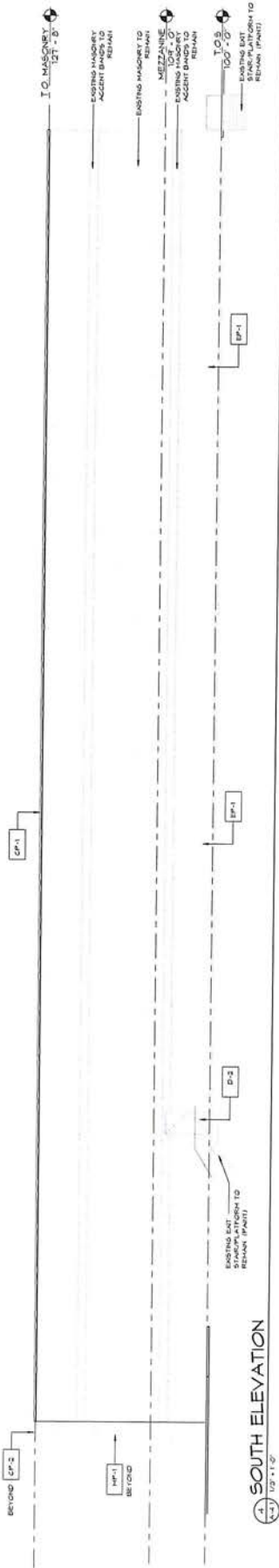


EXISTING BUILDING ALTERATIONS AT:
INVER GROVE SERVICE CENTER
INVER GROVE HEIGHTS, MINNESOTA

DATE: 02-20-2019
JOB: 12-281
D: 12/12/18
REV: _____
C-S

 Gries Architectural Group Inc. 100 South Commercial Street Fourth Floor, Suite 400 Minneapolis, MN 55402 www.griesarchitect.com	EXISTING BUILDING ALTERATIONS AT: INVER GROVE SERVICE CENTER INVER GROVE HEIGHTS, MINNESOTA	DATE: 02-20-2013 JOB: 13-004 BY: [Signature] REV: _____	A-0.1
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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS; Amendment to Accessory Dwelling Unit Ordinance

Meeting Date: October 8, 2018
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by: Janice Gundlach, Director *JG*

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Consider an Ordinance Amendment relating to accessory dwelling units in accessory structures:

- Requires 3/5th's vote.
- 60-day deadline: N/A

SUMMARY

In August, 2015, The Council adopted an ordinance allowing accessory dwelling units (ADU) in a single family home or in a detached accessory structure. The first drafts of the ordinance contained language limiting size of the ADU to a percentage of the building. That was dropped, and a straight minimum and maximum size was adopted. Condition #5 was changed to remove the percentage and include the straight size. The language inadvertently omitted accessory structures on lots larger than 5.0 acres which can be up to 2,400 square feet.

Staff recommends the ordinance be amended to eliminate condition #5 as it is confusing, and elimination will clarify the ordinance that an ADU would be allowed in any size detached accessory structure provided it meets all other performance standards.

Planning Division. Since the amendment is for clarification, does not change the content, staff recommends the ordinance be passed with a single reading.

Planning Commission. Also Recommends approval of the ordinance clarification (6-0).

Attachments: Proposed Ordinance
 Planning Report

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 10, (ZONING ORDINANCE) CHAPTER 18, REMOVING REFERENCES
TO ACCESSORY STRUCTURE SIZE IN RELATIN TO ACCESSORY
DWELLING UNITS (ADU) IN SINGLE FAMILY RESIDENTIAL ZONING
DISTRICTS**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. Title 10, of the Inver Grove Heights City Code is
hereby amended to read as follows:

**Chapter 18
ACCESSORY DWELLING UNIT**

10-18-1: ACCESSORY DWELLING UNIT:

Accessory dwelling units (ADU) may be permitted as an accessory use to a single family dwelling in the A, E-1, E-2, R-1A, R-1B and R-1C zoning districts subject to the following:

1. A rental license for the non-owner-occupied unit shall be obtained if required by City Code.

2. Each accessory dwelling unit shall require a city registration.

3. An accessory dwelling unit shall be clearly a subordinate part of the single-family dwelling. In no case shall the ADU be more than 1000 square feet, nor less than 250 square feet.

4. An accessory dwelling unit may be permitted within a detached accessory structure provided the lot size on which the unit would be located is one (1) acre or greater and provided the ADU shares the same septic system and well as the principal unit in areas not served by municipal sewer and water. The ADU is not allowed its own private septic system and well.

~~5. An accessory dwelling unit may be allowed in a detached accessory structure provided the detached accessory structure's gross floor areas is 1000 square feet or less on lots less than or equal to 2.5 acres and 1,600 gross square feet or less on lots greater~~

~~than 2.5 acres in size. In no case shall the ADU be more than 1000 square feet, nor less than 250 square feet.~~

~~6.~~ 5. No more than one accessory dwelling unit shall be allowed on a lot.

~~7.~~ 6. The property owner must reside in either the primary residence or the ADU as their permanent residence.

~~8.~~ 7. An ADU may not be subdivided or otherwise segregated in ownership from the primary residence structure.

~~9.~~ 8. The exterior design of an accessory dwelling unit shall incorporate a similar architectural style, roof pitch, colors, and materials as the principal building on the lot, and shall be compatible with the character of the surrounding residential buildings.

~~10.~~ 9. The total number of occupants in the accessory dwelling unit shall not exceed three (3) persons.

~~11.~~ 10. Lots with accessory dwelling units shall provide at least two (2) off-street parking spaces in addition to the one (1) off-street parking space required for the primary residence.

~~12.~~ 11. Accessory dwelling units in combination with their associated single family dwelling unit must conform to all city code requirements for single family dwellings, including but not limited to setback, height, impervious surface and accessory structure standards.

~~13.~~ 12. The accessory dwelling unit and the associated single family dwelling unit must meet current state building, plumbing, electrical, mechanical and Fire Code provisions including fire emergency vehicle access to any accessory dwelling unit.

~~14.~~ 13. A accessory dwelling unit in a detached accessory structure shall have a separate address from the principal dwelling unit on the lot and shall be identified with address numbers assigned by the City and pursuant to size and location regulations of the city code.

Section Two. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the 8th day of October, 2018.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

AYES:

NAYS:

ATTEST:

Michelle Tesser, City Clerk

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

HEARING DATE: October 2, 2018

CASE NO: 18-54Z

APPLICANT/PROPERTY OWNER: City of Inver Grove Heights

REQUEST: Amendment to the Accessory Dwelling Unit Ordinance relating to units in detached accessory structures

LOCATION: N/A

COMPREHENSIVE PLAN: N/A

ZONING: N/A

REVIEWING DIVISIONS: Planning

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

In August 2015, the Council adopted an ordinance that allows accessory dwelling units (ADU) within existing single family homes or within detached accessory structures subject to conditions and performance standards. The ordinance recites the accessory structure to lot size standards but does not include all the variations. There appears to have been an error when citing the structure size to lot size requirements.

This came to light when a home owner wanted to construct an ADU in a detached structure that was approximately 2,400 square feet in size. The ordinance does not address ADU's in accessory structures over 1,600 square feet, meaning an ADU would not be allowed in structures greater than 1,600 square feet. Staff believes this to be an error and not intended to have this restriction. The applicant was going to apply for a variance, but staff believes the best approach is to process a code amendment to address the size question. Staff is initiating the code amendment.

ORDINANCE AMENDMENT

City Code Title 10, Chapter 18. states the following:

5. An accessory dwelling unit may be allowed in a detached accessory structure provided the detached accessory structure's gross floor areas is 1000 square feet or less on lots less than or equal to 2.5 acres and 1,600 gross square feet or less on lots greater than 2.5 acres in size. In no case shall the ADU be more than 1000 square feet, nor less than 250 square feet.

During the ordinance drafting discussions with Planning Commission and Housing Committee, there was a suggestion to limit the maximum size of an ADU to 40% of the size of the principal structure and to clarify accessory structure size to be the same as currently allowed. During the readings of the ordinance, the maximum percentage size was dropped, and a straight maximum

was included. The accessory structure size wording did not address structure size on lots 5.0 acres or greater. Lots 5.0 acres or larger are allowed an accessory structure up to 2,400 square feet. The language does not allow an ADU in accessory structures greater than 1,600 square feet. I did not find any discussion leading to intentionally limiting an ADU in structures greater than 1,600 square feet.

Once the maximum percentage requirement was dropped, there does not appear to be any reason to carry forward the balance of the language in condition #5. An ADU is limited in size whether it is in the home or accessory structure. An ADU could be located in any accessory structure meeting code requirements. Therefore, Staff believes #5 is not needed and should be removed. This would allow the landowner who raised this issue to construct an ADU in the building they were planning with only necessary building permits.

ALTERNATIVES

- A. **Approval:** If the Planning Commission finds the ordinance amendment acceptable, the request should be recommended for approval.
- B. **Denial.** If the Planning Commission does not favor the ordinance amendment, the above request should be recommended for denial.

RECOMMENDATION

Staff believes the language in question (#5) in the ordinance should have been removed once the size limit was determined and this will eliminate an unintended restriction.

Attachments: Proposed Ordinance Amendment

CITY OF INVER GROVE HEIGHTS**REQUEST FOR COUNCIL ACTION**

CONSIDER FIRST READING OF AN ORDINANCE AMENDING CITY CODE TITLE 3, CHAPTER 4, SECTIONS 3-4-2-2 and 3-4-2-3 and 10-3-8 ADJUSTING DEVELOPMENT FEES FOR 2019

Meeting Date: October 8, 2018
 Item Type: Regular Agenda
 Contact: Kristi Smith, Finance Director
 Prepared by: Kristi Smith, Finance Director
 Reviewed by: Scott Thureen, PW Director
 Allan Hunting, City Planner
 Janice Gundlach, CD Director

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED Council is asked to consider the first reading of an ordinance to amend the City Code to adjust the fees and charges associated with development activities. This includes water and sanitary sewer connection fees, and fees associated with planning activities (such as rezoning, variance, conditional use permits, etc.).

SUMMARY Minnesota State Statutes 462.353 sets forth the requirements with respect to a municipality's authority to prescribe fees associated with planning activities.

While Statute 462 does not speak to building permit fees or water or sanitary sewer connection fees, the City Attorney's advice is to set forth the fees in the Code given the scope of development that is anticipated to take place over the next several years in the northwest area.

The required public hearing has been set for the second reading on November 13, 2018 and will be continued to the third and final reading on December 10, 2018.

Staff proposes changes to the fees that address water and sanitary sewer connection fees, etc. The water and sewer connection fees are proposed to increase between 3.5% and 5%. These proposed fees are based on financial projections supplied in Ehlers and Associates May 2016 Update. Staff also proposes changes to select land use fees and escrows.

The proposed changes are reflected on the attached.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, SECTION 3-4-2-2 AND SECTION 3-4-2-3 AND SECTION 3-4-3 AND TITLE 10, CHAPTER 3, SECTION 10-3-8 B OF THE INVER GROVE HEIGHTS CITY CODE RELATING TO FEES

The City Council of Inver Grove Heights does hereby ordain as follows:

Section 1. Amendment No. 1. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-2 is hereby amended in its entirety to read as follows:

3-4-2-2: WATER, SANITARY SEWER AND STORM WATER SYSTEMS CONNECTION FEES:

A. Purpose and Intent. Minn. Stat. § 444.075, subd 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City water utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City sanitary sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City storm sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

The City has installed water, sewer, and storm sewer improvements in the Northwest Area without assessing the costs against benefitting properties. The City intends to recover its costs through the collection of utility system connection fees.

The purpose and intent of this Title 3, Chapter 4, Section 3-4-2-2 is to impose connection fees for the water utility system and the sanitary sewer utility system and the storm water sewer utility system, also known as the storm water system.

B. Definitions. For purposes of this Title 3, Chapter 4, Section 3-4-2-2, the following terms shall have the following meanings:

Northwest Area means that certain geographic area within the City of Inver Grove Heights defined, established and referred to as the Northwest Area Overlay District pursuant to the City's zoning regulations.

Net Developable Area means the number of acres within a property remaining after excluding those portions that are either: a) encumbered by right of way for arterial roads as defined in the Inver Grove Heights Comprehensive Plan; or b) lying below the ordinary high water level of public waters as identified in the Shoreland Overlay District; or c) lying within the boundaries of wetlands delineated according to the Minnesota Wetland Conservation Act; or d) bluffs in Shoreland Overlay Districts abutting public waters; or e) land to be dedicated to the City of Inver Grove Heights for public park/recreation area purposes. Net Developable Area does

not include outlots within a plat that are intended to be replatted at a later date into developable lots.

Gross Acres means the total acres within a plat, subdivision or parcel. Gross Acres do not include outlots within a plat that are intended to be replatted at a later date into developable lots.

SAC Unit means a unit as determined by the Metropolitan Council Environmental Services according to the Metropolitan Council Service Availability Charge Manual.

C. Connection Fees For Water Utility System For Land Outside of Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk water line.

Water Plat Connection Fee	\$1,300 <u>1,350</u> multiplied by a density factor of 3.5 multiplied by Gross Acres
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Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee	\$870 <u>900</u> per SAC Unit
Water Treatment Plant Fee	\$760 <u>790</u> per SAC Unit
Water Core Connection Fee (based on water service size)	
1 inch	\$1,810 <u>1,870</u>
1 ½ inch	\$4,060 <u>4,200</u>
2 inch	\$7,200 <u>7,450</u>
3 inch	\$17,060 <u>17,660</u>
4 inch	\$28,800 <u>29,810</u>
6 inch (or larger)	\$67,510 <u>69,870</u>

D. Connection Fees For Sanitary Sewer Utility System For Land Outside of Northwest Area. The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk sanitary sewer line.

Sanitary Sewer Plat Connection Fee	\$1,300 <u>1,350</u> multiplied by a density factor of 3.5 multiplied by Gross Acres
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Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The B-Line special connection charge only applies to that area of the City served by the B-Line sanitary system; for properties in the B-Line area, the B-Line special connection charge is payable in addition to the other fees set forth below.

M.C.E.S. SAC Unit Fee	\$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee	\$470 <u>490</u> per SAC Unit
B-Line Special Connection Charge	\$1,220 <u>1,260</u> per SAC Unit (applicable only to B-Line Area)
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$580 <u>600</u>
6 inch	\$980 <u>1,010</u>
8 inch	\$1,740 <u>1,800</u>
10 inch	\$2,720 <u>2,800</u>
12 inch	\$3,920 <u>4,060</u>

E. Connection Fees For Water Utility System For Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land within the Northwest Area.

**Fees Payable At Time of Plat
(Northwest Area)**

The following fees must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$1,210 <u>1,250</u> multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$1,210 <u>1,250</u> multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$1,210 <u>1,250</u> multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$1,210 <u>1,250</u> multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building

	area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,210<u>\$1,250</u>.
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by \$1,210<u>\$1,250</u>.
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$1,210<u>\$1,250</u>.
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,210<u>\$1,250</u>.

In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.
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Fees Payable At Time of Building Permit (Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee (Northwest Area)	\$3,330 <u>3,450</u> per SAC Unit
Water Treatment Plant Fee (Northwest Area)	\$710 <u>730</u> per SAC Unit
Water Core Connection Fee (based on water service size) (Northwest Area)	
1 inch	\$1,760 <u>1,820</u>
1 ½ inch	\$3,950 <u>4,090</u>
2 inch	\$7,020 <u>7,270</u>
3 inch	\$15,780 <u>16,330</u>
4 inch	\$28,080 <u>29,060</u>
6 inch (or larger)	\$65,820 <u>68,120</u>

F. Connection Fees For Sanitary Sewer Utility System For Northwest Area.

The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Sanitary Sewer Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$2,020 <u>2,120</u> multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$2,020 <u>2,120</u> multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$2,020 <u>2,120</u> multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$2,020 <u>2,120</u> multiplied by a density factor of 12.0 multiplied by the Net Developable Area

In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$2,020 <u>\$2,120</u> .
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by \$2,020 <u>\$2,120</u> .
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$2,020 <u>\$2,120</u> .
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District).

	The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$2,020 <u>\$2,120</u> .
In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.

Fees Paid At Time of Building Permit (Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first.

M.C.E.S. SAC Unit Fee (Northwest Area)	\$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee (Northwest Area)	\$5,550 <u>\$5,830</u> per SAC Unit
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$570 <u>\$590</u>
6 inch	\$960 <u>\$990</u>
8 inch	\$1,710 <u>\$1,770</u>
10 inch	\$2,680 <u>\$2,770</u>
12 inch	\$3,840 <u>\$3,970</u>

G. Connection Fees For Storm Water Sewer Utility System For Northwest Area. The following connection fees for the storm water sewer utility system also known as the storm water system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fees must be paid by the landowner when the property is subdivided or the property is platted or a building permit is obtained, whichever occurs first.

The fees are not payable for outlots if the property is being platted as an agricultural planned unit development.

Storm Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 and R-3A Zoning Districts	\$13,210 <u>\$13,870</u> per acre multiplied by the Net Developable Area
In the R-3B and R-3C Zoning Districts	\$13,520 <u>\$13,870</u> per acre multiplied by the Net Developable Area

In the B-1 and Office Park Zoning Districts	\$15,170 <u>15,930</u> per acre multiplied by the Net Developable Area
In the B-2, B-3 and B-4 Zoning Districts	\$14,760 <u>15,500</u> per acre multiplied by the Net Developable Area
In the I-1, I-2 and I-Office Park Zoning Districts	\$14,350 <u>15,070</u> per acre multiplied by the Net Developable Area
In the P-Institutional Zoning District	\$13,520 <u>14,200</u> per acre multiplied by the Net Developable Area
In the Mixed Use - Residential Zoning District	\$13,520 <u>14,200</u> per acre multiplied by the Net Developable Area
In the Mixed Use - Commercial Zoning District	\$14,350 <u>15,070</u> per acre multiplied by the Net Developable Area

H. Outlots. With respect to calculating the fees payable at the time of platting, the acreage within the outlots that are intended to be replatted into buildable lots at a later date shall not be included within the calculations. When the acreage within the outlots are subsequently replatted into buildable lots, the fees for such acreage shall then be paid at the time of the replat.

Section 2. Amendment No. 2. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-3 is hereby amended in its entirety to read as follows:

3-4-2-3: SANITARY SEWER AND WATER TRUNK AREA ASSESSMENTS: With respect to special assessments under Chapter 429 of the Minnesota Statutes, the assessments rolls for sanitary sewer and water trunk lines shall initially be calculated using the following per acre assessment amounts for trunk line area benefit.

~~\$4,540~~4,700 per acre for water trunk line area benefit

~~\$4,540~~4,700 per acre for sanitary sewer trunk line area benefit

The Council may adjust the assessment roll and special assessments after public hearing pursuant to Minn. Stat. § 429.061 and the Council shall determine the final assessment roll and special assessments by resolution.

Section 3. Amendment No. 4. Inver Grove Heights City Code Title 3, Chapter 4, Section 10-3-8 is hereby amended to read as follows:

B. Fee Amounts and Escrow Deposit: The city may require that applicants deposit in escrow with the city, together with the application filing fees, the sums required by the city toward prepayment of the attorney, planning and engineering costs. The prepayment amounts shall be a credit toward the fees for the attorney, planning and engineering and other professional consultant fees to be reimbursed by the applicant. All such fees, if not paid by the escrow, shall be paid by the applicant within sixty (60) days of final action on the matter by the city council. If such fees are less than the escrowed amount, such escrow will be returned to the applicant within sixty (60) days of the final action on the matter by the city council. The following escrow amounts shall be deposited, together with land use approval applications: (Ord. 1098, 11-8-2004)

TYPE OF LAND USE APPROVAL	BASE FEE	GIS FEE	ESCROW
Conditional Use Permit, single family residential	\$250		\$0
Conditional Use Permit, Impervious surface single family residential	\$250		\$1,500
Conditional Use Permit, other	\$500		\$3,000 <u>5,000</u>
Conditional Use Permit, other – amendment	\$150		\$1,000
Comprehensive Plan Amendment	\$500	\$50	\$2,500

Comprehensive Plan Amendment - minor	\$200		\$250
Zoning Code Amendment	\$500		\$500
Zoning Code Amendment – minor	\$100		\$250
Rezoning	\$500	\$50	\$500
Variance - Residential	\$200		\$0
Variance - Commercial	\$200		
Planned Unit Development Preliminary	\$1,000 + plat fees		\$5,000
Final	\$500		\$3,000
Planned Unit Development Amendment	\$250		\$1,000
Determination of Substantially Similar Use	\$200		\$200
Major Site Plan Review	\$500		\$3,000 5,000
Preliminary Plat	\$250 500/+ \$5 per lot		\$3,000 5,000
Final Plat – single family	\$350 500	\$25/lot	\$3,000 5,000
Final Plat - other	\$200	\$100/acre	\$3,000 5,000
Waiver of Plat	\$300	\$25	
Administrative Subdivision	\$100	\$25/lot	
Street Easement Vacation	\$150	\$50	\$500
Street Dedication	\$150	\$50	
Wetland Conservation Act Certification	\$75		
Wetland Replacement Plan	\$200	\$100/acre	\$2,500
Northwest Area Sketch Plan Review			\$1,000
Northwest Area Environmental Studies Fee	\$80/gross acre		
Abstract Fee	\$46		
Interim Use Permit	\$500		\$1,250
Non Conforming Use Certificate	\$500		\$1,250

(Ord. 1180, 12-10-2007)

Section 4. Effective Date. This Ordinance shall be in full force and effect on January 1, ~~2018~~2019 and after its passage and publication according to law.

Passed this ~~11~~10th day of December, ~~2017~~2018.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk