

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, November 26, 2018

8150 BARBARA AVENUE

7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

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

A. i. Minutes of November 5, 2018 Work Session Meeting Minutes

ii. Minutes of November 9, 2018 Canvass Meeting Minutes

B. Resolution Approving Disbursements for Period Ending November 20, 2018

C. Authorize Payments to Churches Used as Polling Locations for the 2018 Primary and General Elections

D. Request for Approval of Rental Housing

E. Consider Pay Request No 3 – West Rink Floor – West Rink Renovation Project – City Project 2017-1722

F. Approve a Resolution relating to the Development Agreement and related agreements for Holiday Station Stores

G. Sandra Perez – Case No. 18-58C; Approve a Resolution for a Conditional Use Permit to operate a daycare facility in the lower level of River Heights Vineyard Church located at 6070 Cahill Avenue

H. Consider Pay Voucher No. 4 for City Project Nos. 2015-03 – 65th Street Reconstruction, 2017-03 – Watermain Improvements 65th Street Loop, and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

I. Consider Pay Voucher No. 7 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

J. Consider Pay Voucher No. 8 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project no. 2017-21 – VMCC/Golf Course Parking Lots, City Project No. 2018-18 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements

K. Consider Change Order No. 5 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

L. Consider Change Order No. 3 and 4 and Pay Voucher No. 4 for City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 Fire Station No. 2 Fiber Optic Improvements

- M. Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project No. 2018-14 – Raingarden Retrofit 2018
- N. Consider Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2016-15 – Five Million Gallon Babcock Trail Ground Storage Reservoir Exterior Rehabilitation
- O. Consider Resolution Receiving a Proposal for Televising Services on 55th Street Court/55th Street Reconstruction, City Project No. 2018-09F
- P. Consider Approval of Amendment to JPA With Dakota County for Founding of MRRT Trailhead Projects
- Q. 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:**

7. **REGULAR AGENDA:**

Community Development:

A. **Inver Grove Storage;** Consider the following Resolutions for property located at 10125 Courthouse Boulevard:

- a) A Conditional Use Permit Amendment to expand the outdoor storage area.
- b) A Variance from the front parking setback

Administration:

B. **CITY OF INVER GROVE HEIGHTS;** Consider Second Reading of an Ordinance Amending Title 4 Chapter 7 Gambling

8. **MAYOR & COUNCIL COMMENTS:**

9. **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 WORK SESSION
MONDAY, NOVEMBER 5, 2018 6:00 PM - 8150 BARBARA AVENUE**

A. CALL TO ORDER: The City Council of Inver Grove Heights met in Work Session on Monday, November 5, 2018, in the Inver Grove Heights Council Chambers. Mayor George Tourville called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

Roll Call: Present were Mayor Tourville; Councilmembers Bartholomew, Perry, Piekarski Krech, and Hark.

Staff: City Administrator Joe Lynch, City Attorney Tim Kuntz, Finance Director Kristi Smith, Public Works Director Scott Thureen, Community Development Director Janice Gundlach, Police Chief Paul Schnell, Utilities Superintendent Dan Helling, Public Works Superintendent Barry Underdahl, Fire Chief Judy Thill, Parks and Recreation Director Eric Carlson, Administrative Analyst Michelle Calvert, and City Clerk Michelle Tesser.

Mayor Tourville reminded everyone that tomorrow is Voting Day. Early Voting takes place at City Hall. Regular Voting tomorrow would take place at your designated Precinct.

1) 2019 BUDGET

Finance Director Kristi Smith stated that as a part of the 2019 Budget they will be discussing Central Equipment Replacement. She listed other items they will be discussing and stated that they will also review the General Fund Additions, which was revised. She commented that they were going to discuss the Capital Improvement Plan but were making some changes to it to make it look more like the Financial Management Plan. That information is not available tonight but will be available for the December Work Session.

Public Works Director Scott Thureen discussed the following three aspects relating to Central Equipment:

1. Proposed replacements of existing vehicles
2. New pieces of equipment
3. Specific to Fire (new pieces of equipment to pre-order)

He stated that the pieces of equipment proposed to be replaced are based on the replacement schedule which has been adjusted over the years. For every proposed piece of equipment, they look for a methodology to help them come up with a numeric approach and found a method by the American Public Works Association to assist with the categories and rankings. He referenced a memo provided by the Public Works Superintendent and stated that the first step in the process is the replacement schedule which lists all the pieces of equipment and the expected year of replacement. The replacement schedule is adjusted each year. He stated that 24 vehicles are on the potential replacement schedule in 2019. After review, the recommendation is now at 16 vehicles. He stated that information was gathered from various Departments and Divisions that include detailed backgrounds on the requests being made on the specific vehicles. A spreadsheet shows the listing of vehicles by Department or Division. From a funding standpoint they consider the following:

- A listing of what they have allocated.

- The best estimate of trade value after talking to vendors.
- Inquire if there would be extra equipment needed.
- Acquisition costs. This is what they expect in costs to get the vehicle operating.

Councilmember Piekarski Krech had a question about an item for the Police Department and asked why they should get a civilian Explorer and if a van would be more beneficial. She questioned the cost difference between the Explorer and the regular Interceptor. Police Chief Paul Schnell responded that they currently use a regular Police Interceptor, and that the price is the same on the State Contract, they cost approximately \$30,000. He commented that the utility of the SUV was easier in the winter for search warrants and carrying equipment. He commented that the van became more impractical over the 10-year life span. Councilmember Piekarski Krech asked why they don't use all Interceptors. Police Chief Schnell responded they could, but there was a difference in the value for the non-Police packaged vehicles versus the civilian model and how they are used. The civilian model retains value for a longer term than the Interceptors with the patrol vehicles lasting between three and four years. Councilmember Piekarski Krech asked if this was a Command vehicle. Police Chief Schnell responded that it is for investigations and command level personnel and is not a patrol-based vehicle. Public Works Director Thureen commented that this wouldn't be switched out after three to four years but used for ten years or longer.

Mayor Tourville commented that they were listed in the original lawsuit on the State Contract and that he noticed in the end that the City of Inver Grove wasn't listed. He asked if they were still a part of the lawsuit. Police Chief Schnell responded that they received a restitution payment. He provided background on this item stating that there was an issue with a dealership that had the State Contract. Departments across the State had been the focus of this and were overcharged for things that were built into the State Contract. He stated that there may be another round of those items, but that they are not a part of the second group that were overcharged on additional items.

Mayor Tourville commented that Ford had some difficulties with vehicles and asked if that has been concluded. Police Chief Schnell responded that those items have been addressed. They were using the sedans, but Ford is discontinuing them entirely because they were less practical for patrol use and are now going to Utilities across the board. He stated that when they compare the Police fleets of today to the Police fleets of Crown Victoria's, the Crown Victoria's were eight cylinders and the Utilities are six cylinders. There has been a significant savings in fuel.

Councilmember Hark inquired about the point system that they used on the chart and commented if they are looking at anything less than 25, 26, and 27, they could probably live with it. He stated that some had low mileage. Public Works Director Thureen responded that with two of the pickup's, they are suggesting keeping and re-purpose them instead of trading them. One would be used for seasonal engineering and the other for seasonal parks.

Councilmember Hark asked how many hours in a year the portable generator #412 was being used and what it was used for. Public Works Director Thureen responded that it is used any time there is an outage at any of the wells or lift stations. Utilities Superintendent Dan Helling responded that they could be used at any time of day. Xcel gives them an energy break. If there's an outage they run on the generator. He commented that on the northside pressure zone they use it when they lose power as it supplies power to the booster station that boosts the water to the northside tower.

Councilmember Hark stated he felt it was important and asked approximately how many hours they use it a year and if it was dependable. Utilities Superintendent Helling responded that they use it five to six hours at a time and that it has 900 total hours. He commented that they have issues where the batteries don't hold the charge and they have a hard time starting it. It is almost obsolete and larger than newer models. Councilmember Hark asked how many hours they could expect to get out of a new generator. Utilities Superintendent Helling responded that they don't use it that often, but if there was a very hot and dry year, they could have it on for 8 to 12 hours a day. They get a price break in the cost of the energy when they run them during that time of day.

Councilmember Bartholomew asked if they knew the cost of repairs, if any, for the generator in the past couple of years. Public Works Superintendent Barry Underdahl responded that they didn't run a report on those numbers but that it wouldn't be extreme. He stated that the one they have will start, but it's the age that it is, leaking oil, and they have to maintain it more. A new one could last 20 to 30 years. He stated that it comes down to reliability and not having to have a mechanic come over to help work on it. Councilmember Bartholomew agreed with those issues, but questioned spending \$154,000 for a new one to only use for 900 hours. He asked if they could get one that is going to last 900 hours for half or three quarters the cost. Public Works Superintendent Underdahl responded that the first quotes he received were well over \$200,000. He stated that they brought someone in to look at their needs and what is required for those pumps to run. They are doing a test run to make sure the slightly smaller machine can handle the loads the pumps need. Councilmember Bartholomew commented that they have to be conscious of the many variables and just because the hours are lower doesn't mean that reflects in a lower price of equipment.

Councilmember Piekarski Krech asked about the two trucks under street maintenance that are going to be updated to 450's for plowing. Public Works Superintendent Underdahl responded that they would both plow and haul materials. He commented that over the last several years the Community has grown and getting busier and there are more demands on their time and equipment. They are running short on vehicles that can haul materials, pull trailers, and plow snow. The current ones can't do any of those things. Councilmember Piekarski Krech asked if they would all go to the larger trucks over time. Superintendent Underdahl responded yes.

Public Works Director Thureen stated that the next item up for discussion would be new equipment. The request is for three vehicles. One is for a new plow truck. He referenced a memo from the Fire Chief stating that they are requesting a new brush truck and a new Staff SUV, both to be stationed at the new station. He stated that they are also talking about replacing their platform ladder and their rescue command vehicle. Those items are a year out for consideration, but due to the lead time necessary to build them, and to reduce costs, a prepayment can be made. He stated that with the R-10, the rescue command vehicle, the allocation for that was used to buy an Engine a while ago.

Finance Director Smith stated that when looking at the new Fire Station, they knew there would be a need for additional vehicles and trying to locate a funding source. She stated that she has looked at the assets, and the vehicles replaced recently, and listed those for the Council. According to the replacement schedule, there is \$3.3 million dollars available for those purchases. When looking at the costs incurred to date on some already purchased, they are short \$340,000. She commented that they noted that a few years ago and set aside dollars included in the available funding previously mentioned. She recommends

spreading that amount out over seven years, which would make the equipment allocation go up to just under \$50,000 a year. That would change as actual costs are incurred.

Councilmember Bartholomew asked if the \$50,000 increase would be on the 2019 Budget. Finance Director Smith responded that it would not be as this was just calculated last week and would go in the 2020 Budget.

Councilmember Hark asked about the lead time for ordering trucks and if the City paid it all off on the front end. He questioned what the savings would be, and how this was done. Fire Chief Judy Thill responded that they save 3% by paying everything up front. She commented there were other options, but that it is based on what you pay at the beginning. Some could finance them over the course of 5-10 years.

Mayor Tourville asked about the number of vehicles. Fire Chief Thill responded that Rescue 10 and Command are the same thing. The request is for two vehicles. Mayor Tourville asked for the cost estimate for the ladder truck. Finance Director Smith responded that it is \$1.3 million. Fire Chief Thill stated that before they order this one, they would calculate the final cost.

Mayor Tourville asked about Ladder Truck 35 and if it was dependent on the new station. Fire Chief Thill responded that the replacement for Ladder Truck 35 would stay at Station 3. The rescue truck command vehicle is not dependent on the new station but is something that has needed replacement since 1992 and would be housed at the new station.

Councilmember Hark had a question about the SUV for Station 2 at a cost of \$45,000 and asked where the need was for that. Fire Chief Thill responded that it is another Officer and Staff vehicle for trainings and fires to run people and equipment back and forth. It also serves as a back up EMS vehicle if all of the trucks for that station are out. She commented that there is public education training they use the vehicle for. Councilmember Bartholomew asked what would happen if they did not have that SUV. Fire Chief Thill responded that they would have to take a larger Engine to go to a CPR Class, therefore, taking it out of service. Councilmember Bartholomew asked if there were other SUV's in the Fire Department. Fire Chief Thill responded that she has one, the Assistant Chief, and the Battalion Chief also have one. She commented that the two other vehicles rotate, and this would be another rotating vehicle for the Officers for response after hours. The new SUV is for Station #2. Mayor Tourville suggested taking a look at the ladder truck and the rescue command vehicle, and then look at early 2020 or late 2019 for the SUV vehicle. Mayor Tourville suggested that Finance Director Smith work closely with Fire Chief Thill to go over the financing and savings. Fire Chief Thill stated that the ladder truck is a 30-year vehicle and the rescue truck would get at least 20 years. She commented that the Brush 13 was due in 2016 and that they pushed it out to 2018. It is still in good shape, so they are pushing it out to 2020.

Councilmember Hark asked when a decision is made to purchase a ladder truck, if they have to pick every part they need. Fire Chief Thill responded that they have a committee that helps build the truck choices from the chassis on up. It takes a long time to put together. She commended Assistant Chief Bergum and the committee as they were the ones who put that together the last time.

Councilmember Bartholomew verified that they are short \$341,000 in funding and are proposing an increase to the General Budget Levy of about \$50,000 to begin in 2020. Finance Director Smith agreed

with the numbers. Fire Chief Thill stated that they do not have any other big purchases coming up in the timeframe of the payback.

Finance Director Smith stated that the next item up for discussion would be Utilities: Water, Sewer, and Stormwater, located on Page 71. Public Works Director Thureen stated that the budget request includes a proposed rate increase of 5%. Changes would be under 4066, for an increase of \$10,800 due to the projects in the existing system. He stated that they have identified a number of projects that would be Grant eligible and that they are trying to leverage that. This increase would help to advance another one of those projects when they bring that forward.

He continued to other purchased services and stated those include the dues they pay to the two Watershed Management Organizations they are a part of. Those are the Lower Mississippi River WMO and the Eagan/Inver Grove Heights WMO. He stated that the Lower Mississippi has an increase of \$2,400 this year. Under other expenses/expenditures there is a reduction of \$3,400 to adjust the escrow for basin maintenance in the northwest area.

Councilmember Piekarski Krech asked if Eagan and South St. Paul were raising their costs. Public Works Director Thureen responded that the City of Eagan is raising it 1.74% but they raised it 6.6% last year due to several significant projects. South St. Paul is 4%. He stated that last year Inver Grove was at 4.5%.

Public Works Director Thureen discussed the following items relating to Water:

- Professional Technical Services saw a reduction of \$18,000.
- The Water Budget assumes a 2% increase which follows a rate analysis done in 2012.
- Purchased Services and Equipment. Portions of the City that are served by a drainage system other than ours, that being Eagan and South St. Paul. We collect the fees for those Cities and pay that to those Cities. Eagan's water rates will increase 5% and South St. Paul's will increase 3% for 2019.
- Electricity Charges for Operations. Xcel has an increase of 1.7% that would result in an increase of \$27,000 for us. He commented that they are going through this item and looking at usage. Once they get the information back, they may be able to reduce that number.
- Repairs/Maintenance and Buildings. This saw a significant reduction of under \$166,000. Due to not having larger projects in the coming year.
- Repairs/Maintenance of Equipment. This saw a reduction of \$83,000.
- They are requesting for \$4,500 to re-do the Utility Superintendent's office with a new modular set up. The furniture in the room is very outdated.

Councilmember Bartholomew asked about Electric Utilities, commenting that in 2017 it was \$244,000, and in 2018 we had a budget of \$217,000 to \$218,000. He asked what the actual numbers were that they spent in 2018. He asked why they were at \$245,000 for the previous year as it was a big jump from 2016-17. Public Works Director Thureen responded that they do not have the actual numbers yet. In response to the comment about the usage spiking, he stated that he would have to go back and look where that occurred.

Public Works Director Thureen commented that they have had short dry spells, even with adding more residential, they haven't noticed an increase and have been holding flat. Councilmember Piekarski Krech commented that we will conserve water. Mayor Tourville agreed. Public Works Director Thureen commented that there is no mandatory sprinkling restrictions here, but that it should be considered. With development occurring they may start impacting municipal wells. He commented that the most cost-effective solution is conservation in the summertime and that a 20% reduction should be ok. Mayor Tourville commented that neighborhoods are good at policing the odd/even suggestion, but that they need to look at making that announcement at the beginning of the year.

Public Works Director Thureen discussed the following relating to Sanitary Sewer located on Page 97:

- Has a 3.5% rate increase based on the recommendation from the 2012 rate study.
- Under Purchased Services and Equipment. He commented that this is what we get billed from South St. Paul and Eagan. South St. Paul has a 6% increase proposed for 2019. Eagan has a 3.15% increase. He commented that the largest part is what we pay the Met Council. That would be 3.2% increase which is an increase of \$57,800 from this year.
- Electricity. 1.7% from Xcel, which has a \$1,700 increase.
- Repairs/Maintenance of Equipment has a reduction of \$13,700.

Finance Director Smith stated that for Utilities, they just spoke of the Operating Budgets. There are also additional budgets in their packets, which she listed, stating that they are all modeled along the same routes. The other projections are related to Ehlers projections that they provide and are factored in. She stated that Ehlers projections for 2019 had included 93 units and 44 acres of development. The Buildings/Inspection Department revenues included in the General Fund are more conservative with 79.

Finance Director Smith went on to discuss the Internal Service Funds and stated that the first item to discuss would be the Risk Management Budget on Page 121. She stated that Risk Management includes all of the Cities insurances except Personnel related. She stated that the following Proposed Preliminary increases for the next round of renewals include:

- Property/Mobile/Auto: 0% increase
- Bond: Decreasing 5%
- Workman's Comp: Going up 2%
- Liability for expenditures is up 5%
- Land use: Down 10%
- Liability: Based on sewer: Is down 10%
- Employee: Up 5%
- Police: Up 5%

Mayor Tourville asked if they had a rebate for last year. Finance Director Smith responded yes, it was included within other reimbursements. She stated that in 2016 they received over \$170,000 back. Mayor Tourville commented that they would get \$60,000 in 2018 and that they received \$41,000 in 2017.

Finance Director Smith stated that the next item for discussion is the Central Equipment Budget on Page 125. She stated that there are two parts. One is Replacement, which is on the equipment they have, scheduling out for replacement, and how much they need to set aside each year and then Operations,

which is allocated out based on a three-year average of fuel usage and repairs, parts, and hours. She noted that they are going to be including \$600,000 under repair/maintenance buildings for roof repairs on the public works facility. They are not anticipating building that into allocations instead they plan on using cash on hand to cover those expenses.

Public Works Director Thureen stated that they are proposing roof replacement on the maintenance building which was built in 1985, and the cold storage building, which was built in 1991. This is due to age, and there are leaks. He stated that the estimate for the maintenance building is \$325,000 and the cold storage building is \$275,000. Within the proposal, there was \$122,000 extra under building repair/maintenance, and that a large portion of that addressed a number of issues. He stated those same issues continue around the rest of the building, and that would cost \$122,000. He listed one other item under supplies for tires in the amount of \$4,000.

Finance Director Smith stated that the next item for discussion is the Internal Service Fund Central Stores on Page 130, which accounts for general office supplies and copy machines. Those allocations are based on copier use. There are no major changes or increases in that budget.

Finance Director Smith updated the Council on City Facilities located on Page 133 which relates to the costs of operations at City Hall. She stated that this is based on full time equivalents and square footage occupied by the departments. She stated that there are no funds being set aside for the replacement of large ticket repair or replacement costs.

Mayor Tourville asked if they should be setting money aside. Finance Director Smith responded that they should be, whether it be for large ticket maintenance or for future replacement or expansion. Mayor Tourville suggested that City Administrator Lynch and the Finance Director take a look at addressing this item. Finance Director Smith stated that they do have an extra \$50,000 in there this year under other professional services. This would be for the hiring of a facilities management company to put together a list of what buildings need certain items, when, and how much money they need to be setting aside. She continued under furniture and fixtures and stated that they have noticed space need changes and need to set aside money for those changes. For example, with the move of the Fire Department over to Station 2, they need to determine what they will use the former space for.

Councilmember Piekarski Krech asked what they would have to do with the area. Finance Director Smith responded that depends on who moves into the space and the needs they may have. She stated that she met with City Administrator Lynch to reduce the amount from \$60,000 down to \$30,000. City Administrator Lynch commented that the modular furniture is 11 years old and is no longer being made. This poses a challenge to placing pieces together without the correct pieces to fit. He stated that the area was built for the Fire Department Administration, and that the next group to use the space may not need many of the items and the set up currently there, such as a front counter. Councilmember Piekarski Krech suggested pulling the gate down so it shows it's not in service. She commented that she can't see spending money on those items. City Administrator Lynch commented that there are conference rooms that need to be converted to office spaces, they may need to create an office in the current record storage area, and that he was unsure of the Building Codes for some of those changes. He stated that heating and cooling units in the area are loud. He commented that they try to keep the number low so there isn't a significant increase the following year. Mayor Tourville commented that the budget figure didn't

matter, they should look at what needs they have once the Fire Department leaves, and then what will go into that space. Things could be re-purposed. He commented that he didn't feel they could just close the gate.

Councilmember Bartholomew asked about the \$115,000 requested for 2019 that contemplates the hiring of a consultant. Finance Director Smith responded that was for the possible hiring of a facility maintenance management company. They included \$50,000 in the 2018 Budget, as well as an increase to the 2019 Budget for a total of \$100,000. Councilmember Piekarski Krech asked if there was a carryover of \$50,000 because they did not hire a company this year. Finance Director Smith responded that they have had several discussions underway. Mayor Tourville commented that he didn't believe they would hire someone this late in the year as they would need to put an RFP together. City Administrator Lynch stated that they have found an opportunity in City Facilities to hire a firm to do an analysis of all City assets. They have preliminary plans on a ten-year maintenance program. He commented that they have cost estimates from three companies, to manage, on an annual basis, which is where the \$50,000 amount comes from. The other is money for improvements that may be necessary in 2019. They are trying to provide a cushion for a management company to manage our facilities and make potential capital improvements in the buildings as indicated. \$50,000 would be for the management company, \$65,000 would be for the improvements which equals \$115,000.

Finance Director Smith stated that the last Internal Service Fund to discuss is the Technology Budget on Page 137. She stated that the Council had heard from the Technology Manager at the last Work Session regarding the Network Specialist position. The Technology Budget has one segment for operations and one for the replacement of equipment. She stated that they changed the allocation on the operations side to be based on personnel and equipment costs. Councilmember Piekarski Krech asked if they have increased the software licenses that much to go up \$30,000. Finance Director Smith responded that it fluctuates from year to year and can be multi-year licenses. Councilmember Piekarski Krech commented that there was a larger jump from 2016 and asked if there were newer items that they were paying licenses on. Finance Director Smith responded that it could have been the Public Works software. She stated that she would look at that item in more detail and send the results out.

Councilmember Piekarski Krech commented that the travel budget seemed extensive. Finance Director Smith stated that the numbers are actual travel to training. There are no aircraft expenses. She commented that she would get more details for the Council on this item.

Councilmember Bartholomew referenced a budget detail that he discussed with the Finance Director about revenue charges for services and asked if that item was cleared up. Finance Director Smith responded that the issue was regarding the actual technology allocations within each of the budgets and tying that out to the revenue side. She commented that the preliminary budget had a few errors that have been corrected and will be included in the new updated budget.

Councilmember Hark asked if the cost of the proposed Network Specialist was \$137,000. Finance Director Smith responded that it was approximately \$120,000 as there were also changes included for other Staff members. Councilmember Hark stated he was concerned about the need for that position. He commented that he thought they could get by with contract help and that this was a big expense. He suggested they have a well thought out plan going forward. Councilmember Piekarski Krech agreed and

commented that they need firm documentation on the five-year plan before making a decision. She stated that as of right now she would not support the position. Councilmember Hark commented that technology needs people to be up to date, which in the long run can save the City a lot of money. He sees training as an investment. Mayor Tourville suggested that they keep closer track of the things that the Consultant will be doing in 2019.

Finance Director Smith stated that the next item for discussion is the revised list for General Fund Department Requests. The Budget Committee proposed the following listing for a total of \$363,200 in additions:

- Cadet Program: Three Cadets instead of five.
- Fire Staffing: Two Captains. The original request was for three.
- Streets Helper
- Administrative Level: Organizational Review/Succession Planning
- Financial Management Plan
- Police Code Compliance Abatement Costs. Offset by revenue. Net impact to the General Fund is zero.
- Fire Department Training \$30,000. Offset by revenue. Net impact to the General Fund is zero.
- Outsource Street Sweeping for \$18,000.
- Parks Department: Contracted Mowing for \$20,000.
- Totaling: \$363,200.

Finance Director Smith stated that they removed the Pavement Management and Park Maintenance dollars. Councilmember Bartholomew asked why those were removed. Finance Director Smith responded that it was to decrease the tax levy. She responded that she could leave it in there if that is what the Council wanted.

Councilmember Bartholomew stated he was concerned about the total additions and questioned if they considered the debt service. Finance Director Smith stated that she didn't include the debt figures on the report but that it was still included. She discussed the changes she had made to the report and the total levy increase with the debt piece would be listed in the new budget packet at approximately \$2,327,000. Councilmember Bartholomew asked if that included leaving out the Pavement Management and Park Maintenance figures. Finance Director Smith responded in the affirmative.

Councilmember Bartholomew asked when they would be discussing the Pavement Management Plan and adding those figures into the budget. Finance Director Smith responded that she could include it in the December Work Session budget packet. Mayor Tourville requested placing both Pavement Management and Park Maintenance back in to the budget for further discussion. Councilmember Bartholomew commented that the purpose of the franchise fee was to get the Pavement Management fund increased.

Councilmember Bartholomew stated that he would like to go back to an item from the Work Session that took place in September, when they had discussed setting the levy and then going back and discussing certain line items. He wanted to discuss the full-time Captains. He stated that he would like to consider a discussion to set that number at 3%. He commented that he would like to discuss paid on-call and how

the three Captains will affect the budget. He also wanted to discuss the Cadet Program earlier in budget discussions. He asked if the Canine Program will start in 2019. Finance Director Smith responded that it would begin in September 2019. Mayor Tourville confirmed that the Council was expecting more discussion about the Cadet Program and the Fire Department.

Councilmember Piekarski Krech commented that since they are going to be adding in the park maintenance, she would like to take out the \$20,000 for contract mowing and move it up to the Firefighter wage increase. Mayor Tourville suggested that the Firefighter section be discussed as a whole and then the decision to put the wage increase in could be made at that time.

Councilmember Bartholomew clarified that they have circled succession planning and contract mowing services. He requested they also circle \$30,000 from the Finance additions. Mayor Tourville stated that they need to hear more about why they need the money requested for contracted mowing services before they make any decision.

Councilmember Perry requested additional information on the number of hours and rate of pay for the Cadet Program.

The Council discussed an additional time to meet to have these discussions prior to the December Work Session. Finance Director Smith suggested, depending on how long the Tuesday, November 13th City Council meeting goes, that they meet afterwards in a Work Session on the Budget. The Council agreed to meet at that time. Mayor Tourville stated that they will just add the Budget discussion to the regular council meeting.

2) NORTH/SOUTH VALLEY PARK MASTER PLAN

Parks and Recreation Director Eric Carlson discussed the North and South Valley Master Plan. He stated that the City received a Grant from Dakota County for \$15,000 in August 2017. That money is used to incorporate items and issues into the 2040 Comprehensive Plan and they use North and South Valley Park as a pilot for those items. He reviewed the Master Planning process.

He discussed the following phased approach to improvements/changes:

- In 2019:
 - Work with the disc golf Community to move the four-disc golf holes from South Valley to North Valley.
 - Begin to prepare the archery range for construction in 2020.
 - Increase parking and repurpose the existing tennis courts into pickleball courts.
- In 2020:
 - Complete the archery range.
 - Replace the playground equipment.
 - Replace the picnic shelter.
- In 2021:
 - Construct additional parking at South Valley Park
 - Remove the ballfield.
 - Construct Community gardens.

He stated that the Parks Commission reviewed this at their last meeting and recommend approval of the Master Plan which would be discussed at the November 13th, City Council Meeting. He stated that they

want to move forward on the pickleball item as they want to get plans and specifications put together to go out to bid and be under construction once the frost is out of the ground.

Councilmember Piekarski Krech asked about the funding source. Parks and Recreation Director Carlson responded that it would be coming out of the Parks Capital Replacement Fund and that some money may come out of the 402 Fund. He stated that the existing tennis courts and the playground would come out of Fund 444. Councilmember Piekarski Krech asked for the budget of that Fund and what is appropriated for that money. She asked about the extra \$25,000 and if that goes into that fund. Director Carlson responded that it gets replenished by the General Fund every year. He stated that he would get more information together regarding the 444 Fund for the next City Council meeting. Finance Director Smith discussed the amount going into the Park Capital Replacement Fund stating that in 2018 there was \$250,000 coming from the General Fund. The extra \$25,000 would increase that amount to \$275,000. Parks and Recreation Director Carlson stated that the balance of the fund was about \$1.5 million, then add the \$250,000 that they get in 2018, plus the \$250,000 from 2019, and the total is just short \$2 million. The cost to the pickleball courts could be approximately \$250,000 to \$300,000.

Councilmember Perry commented about the garden plots and stated that there isn't a water source there. The intersection in the area is a very steep curve and there is no parking. Director Carlson responded that the Master Plan is a concept. Councilmember Piekarski Krech asked if the Community gardens were for food insecurities, or if there was a need for more of them. Director Carlson responded that the ones at Salem are sold out every year and seem to be popular. This area is more centrally located so that more people might be interested. He responded that there is water in the area and that they could tap into one if needed. They are not proposing to build a parking lot but would look to see if it is a safe place to have that type of activity. Mayor Tourville stated that the comments that he heard about the plots was about the location and if it was visible enough as you drive by.

Councilmember Hark commented that he liked the plan and that the archery range would be used and the garden plots would fill up. He asked why they were reconfiguring the disc golf course. He commented that the disc golf course is one of the best in the State and wanted to make sure that doesn't change. Parks and Recreation Director Carlson responded that it is a well-known, popular, challenging course that has hosted many tournaments. He stated that they have had design help and that there wasn't an issue moving the holes. Some of the users they have spoken with were comfortable with it as well. He commented that they were not moving them to just move them, they need to be relocated as they are in the general area of the archery range.

Mayor Tourville suggested they look into better locations for the garden plots.

Councilmember Bartholomew asked to get background information on City owned archery ranges near us regarding liability, exposure, and safety standards. Parks and Recreation Director Carlson agreed to get that information.

Kirk Lindberg, 8799 Audubon Road stated that he has been playing pickleball for several years. He commented that it is a fun game, great exercise, he has made many new friends, and is the fastest growing sport in the United States. He stated that he was here to support the Parks and Recreation Department as they move forward with this plan. He commented that the group he is with has toured

other City courts, and that Woodbury has six courts and a Pickleball Community Organization that has over 300 members. He commented that the group has played there in the summer and would like to see something like that here to draw people in. He thanked the Council for their support and the work that Parks and Recreation Director Carlson has done.

3) SURVEY RESULTS REVIEW AND CUSTOMER SERVICE

Michelle Calvert, Administrative Analyst, discussed the Survey and Customer Service results. She began with Background Information.

She stated that the ratings options for all questions asked were the same. The choices were: Excellent, Good, Fair, Poor, or No Opinion. Overall, customer service ratings were quite good. The level of service received was 27% rated customer service as excellent, 34% rated it as good, 12% rated Fair, and 2% rated Poor. Out of 348 respondents 25% gave a No Opinion answer.

She stated that under the customer service written comments, they had received 35 comments that residents were encouraged to provide descriptions of.

She listed the Customer Service Policy and stated that it requires Staff be: Friendly, Helpful, Timely in their responses, and Professional – polite, respectful, accurate.

She stated that comments fell into the above categories and then assessed according to the results. They discovered that specific feedback is really important. She commented that Staff is working to continue improvement of this and that customer service would receive a greater focus during the upcoming performance evaluation process.

Administrative Analyst Calvert discussed All Service Areas - Ratings Reported next stating that the ratings reported at Excellent or Good more than Fair or Poor. Participation in this program provides them the ability to compare themselves with other Cities and their ratings, and also allows departments to be recognized in the same way.

The survey was announced in September and October in the Insights newsletter, Website, and on Social Media platforms. The survey was open from September 1st through September 23rd. 348 people responded to the survey, 41 requested personal follow-ups (Staff completed), 92% came from Inver Grove Heights, and 8% came from other localities. 50% gave an Excellent/Good rating, 23% Fair/Poor, and 20% offered No Opinion.

Administrative Analyst Calvert discussed the All Service Areas Comments that were provided stating that they asked for comments and opinions to offer residents the opportunity to do the following:

- Become more engaged.
- Help improve items with details.
- Hear from residents what is being done well.
- Instill confidence that we are listening to residents and building trust in the Community.

She listed examples of the Street portion stating that Old Concord/Dawn Way came up nine times, Broderick was listed nine times, the condition of roads was mentioned 72 times, and funding was listed 11 times. Another example of Planned Appearance listed empty storefronts 29 times and housing 21 times. There were 566 written comments or questions that were categorized into main topics. Each Service Area comment was assessed and came up as 23% positive, 40% negative, and 37% neutral. She stated that opinions about any given service and the service delivery vary widely.

Administrative Analyst Calvert stated that Staff wanted to start addressing the following top five topics:

1. Condition of City Streets: Under the Pavement Management Program. Staff wanted to create a series of fact sheets and frequently asked questions. Staff will follow up if necessary.
2. Commercial Development: Community Development Director Gundlach recently published the "Where's the Retail" fact sheet addressing the concerns expressed by residents. She may provide further information if questions arise.
3. Police Officer Service Delivery: Many comments were positive. Police Chief Schnell will incorporate what he has heard from the survey into the upcoming Police Department Service Survey.
4. Recreational Programming: Many positive comments were made. There were several programming ideas such as extending hours of certain facilities, parks, warming houses, and adding specific classes. Each idea has been forwarded to the appropriate Staff and the Parks and Recreation Department will continue with Social Media posts and brochures.
5. Completeness/Quality of Snow Plowing: Staff would like to introduce the snowplow drivers to residents through a series of Snowplow Driver Profiles that highlights employment with the City and level of training, to help residents know who is plowing their streets.

She stated that she will stand by for questions and that Staff requests feedback on plans to address the top five topics.

Mayor Tourville commented that he wasn't against the survey but felt they should have had a plan of what they were going to do with the survey information beforehand. He commented that Staff should have spoken about the comments with the Council before adding them online.

Councilmember Piekarski Krech commented that the people that are complaining may not see the fact sheets. She commented that when the Community Development fact sheet came out on Facebook, there was a link, but it probably should have been there printed out, as some may have scrolled by and didn't seem to have any engagement at all.

Administrative Analyst Calvert responded that there were about 130 people that looked at it and nine people made comments on the first day. Councilmember Hark commented that the survey was a good start and that the value in this could be to conduct a survey again in a year to identify trends, improvements, or lack of improvements. He agreed with how the information is shared and suggested that they could use video as an option. He suggested revisiting this in a year because one survey leaves nothing to compare to. He commented that the real challenge was getting the message out there, taking it seriously and then acting on it.

Mayor Tourville commented that the fact sheets need action plans and a date as well. Councilmember Piekarski Krech commented that every survey they have done states that the citizens are happy with city services. They have the same negatives that come up and she asked what they were doing to address

those. She asked what the purpose was of doing the survey if they know they are still doing well. Councilmember Hark commented that Social Media makes it much easier to get information out. If this is done over a series of years, they can find out the negatives and address them. Councilmember Piekarski Krech asked how they were going to support Staff in dealing with the negativity. Councilmember Hark commented that roads are an example of where they can show what has been improved. Mayor Tourville stated that the negative comments need to be looked at to see if they can improve. Councilmember Hark stated having a Communications Manager to push out information is of value to the city. Mayor Tourville commented that people can go online and see the comments about the survey. He stated that the City Council and Staff can mention the direction the City is going to go, which shows people that the survey was worthwhile. He stated that the City Council can give direction, but the items are done by the Department heads and Administration. Councilmember Bartholomew commented that they have an opportunity to let residents know that this is what we do and how we are doing it. For example, snow plowing. He commented that all you need do is drive anywhere and notice that Inver Grove Heights does the best with snowplowing. He commented that there are always going to be negative responses, but this gives the City an opportunity to show what we do, they may be fixable, or they may not be, but that we carry the message of what we do. Councilmember Hark stated they have a policy now that says if someone calls in, they will be heard. Councilmember Perry commented that she agreed with the Council. She commented that more people may rather sit and watch a short video than read a fact sheet.

Mayor Tourville thanked the Staff for all they did to make this survey and results possible. He commented that we need to show the public that we listened and will try to do things to make it better.

Administrative Analyst Calvert addressed the comment that was made about putting the survey results out to the public before discussing them with the Council first. She responded that happened because when they introduced the survey, they stated that they would post the results in the next issue. In order to give full transparency in all that they were providing to the public, this says that we heard them, and were not hiding from what we have been told. She stated that without knowing what the feedback was going to be, they didn't know what they were going to hear, so it was difficult to come up with a plan to respond to it. Mayor Tourville commented that he had received an inquiry about a road that another complaint came in on, and the person asked how the City would be addressing the problem. He commented that they would be discussing that at the Work Session but felt that it made them look bad to not have a plan from the beginning.

Administrative Analyst Calvert responded to Councilmember Piekarski Krech's comment about the negativity that they were hearing. She stated that the Performance Measurement Program requires that the survey be completed every single year. Once people get used to that, voice their opinions, and hear Staff's response, the negative remarks would lessen, and they hope the positive remarks would increase. She agreed with Councilmember Hark that it is important for residents to feel they are a part of the solution that comes from providing these services.

Administrative Analyst Calvert agreed that videos are a positive way to approach people, but that they do not have any plans to do them right now as the Communications Manager is working on other items and has not received a commitment from the cable commission. Councilmember Hark commented that they didn't need top shelf production value to do these and that this could easily be done on an iPhone.

Mayor Tourville suggested that the Website have a survey section and provide updates of what is happening. This would create a place to go to and easily navigate.

Councilmember Piekarski Krech asked if they have demographics of the people who have done the survey. Administrative Analyst Calvert responded that the only thing they have is where they live. The survey required certain topics be covered and customer service. She stated that they asked the question if they are a resident and added how long they lived there. Councilmember Piekarski Krech asked if she knew the answer to how long some of the respondents have lived here. Analyst Calvert responded that she didn't have that information with her but could get it to them. She did see several that had lived here longer term. She stated that one person commented that it seemed that there are many more families within Inver Grove Heights and that not all services are geared towards those. Mayor Tourville commented that they could ask age ranges, and with housing, if they own or rent. He commented that the idea of survey is the benchmark. It could help them to look at owning or renting. He asked if they could include asking if they were male or female. Councilmember Piekarski Krech agreed that the demographic information could be helpful. This could help them figure out what age range are they reaching, and what can they do to reach them. She commented that Social Media trends also factor into how that affects the results and having a dynamic Website could help attain that. Analyst Calvert responded that it seemed like a large number of responses could have been from the southern portion of the City because many spoke about private wells. She commented that they didn't dive into the deeper demographics in order to get the survey and feedback done quicker. Now that they have received the feedback, they can work the demographics into the next survey. She commented that five people filled out the paper portion of the survey and turned it in. Analyst Calvert commented that another question they could put out there would be to ask where they found the link to the survey. Mayor Tourville commented that he received a lot of questions about it being online and suggested that they print some out and bring them to the Senior Center to complete.

City Administrator Joe Lynch wanted to confirm what the City Council was asking for and listed the following:

- o The Council is comfortable with the proposed plans to address the topics.
- o The Council would like an active communications site on the Website about the on goings of the survey.
- o The Council would like to continue to participate in the program.
- o Use as many Social Media platforms as they can to get as many audiences as possible.
- o Come back before the Council and discuss next years survey, the timing, and the schedule, so that we can discuss the comments and what they will do about those comments.

He stated that he has heard the following: Be more proactive with communication as there is a communication gap. There is also an information gap because if people don't hear information, they make up their own, and then others believe it. Take action with steps to put out information, including videos.

Councilmember Bartholomew requested adding analytical. He suggested they look to see a theme or commonality and use that as a tool for corrective action. If they see a recurring theme, they not only report it, but be proactive to it.

Mayor Tourville listed the following upcoming dates:

Tuesday, November 6th: Voting takes place.

Friday, November 9th: Canvass Meeting at 8:00 a.m. at City Hall.

Sunday, November 11th: Veterans Day Ceremony at the VMCC. Breakfast 8:30, 10:00 Ceremony.

Monday, November 12th: City Hall will be closed.

Tuesday, November 13th: EDA meeting at 5:00 p.m. City Council meeting at 7:00 p.m.

Thursday, November 15th: Farwell party for Tracy Petersen at 9:00 a.m.

Mayor Tourville stated that there was an item in the budget for the DBB, Dakota County Broadband Group. The group is meeting and beginning to spend money to make a plan. The emphasis is on public service and putting fiber in place for protection. Every City in the County is in except Eagan as they have already put fiber in place.

Mayor Tourville stated that the Dakota County Communications Center had given out information that the County may have to become more active with the group to keep the agreement with the FBI. The County may be more of a participant than a partner and could take more of a leadership role.

He stated that Comcast, who we are in negotiations with, has stalled slightly as franchising may no longer be an option. He commented that cable companies may approach because there is a franchise fee currently being paid to do local programming. They may not be on local programming if there is not any funding. He commented that all the Cities are against it.

B. ADJOURN:

Motion by Hark second by Piekarski Krech to adjourn the meeting at 9:16 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek.

**INVER GROVE HEIGHTS CITY COUNCIL CANVASS MEETING
FRIDAY, NOVEMBER 9, 2018 8:00 AM - 8150 BARBARA AVENUE**

A. CALL TO ORDER: The City Council of Inver Grove Heights met in Special Meeting on Friday, November 9, 2018, in the Inver Grove Heights Mayor's Conference Room. Mayor George Tourville called the meeting to order at 8:00AM.

Roll Call: Present were Mayor Tourville; Councilmembers Bartholomew, Perry, Piekarski Krech, and Hark.

Staff: City Administrator Joe Lynch

Other: Brenda Dietrich

The Council met to canvass the 2018 General Election results. The canvass packet provided to the City Council and uploaded to the city's website included the Absentee Balloting reporting and Precinct reporting. The council approved the Resolution Canvassing the Votes Cast at the November 6, 2018 General Election Declaring Candidate Results, Resolution No.: 18-240.

Motion by Bartholomew second by Piekarski Krech to accept the election results and approve Resolution No. 18-240.

Ayes: 5

Nays: 0 Motion carried.

B. ADJOURN

Motion by Piekarski Krech second by Perry to adjourn the meeting at 8:03 a.m.

Ayes: 5

Nays: 0 Motion carried.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 26, 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 November 7, 2018 to November 20, 2018.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending November 20, 2018. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$368,623.82
Debt Service & Capital Projects	2,971,673.29
Enterprise & Internal Service	503,427.73
Escrows	21,304.00
Grand Total for All Funds	<u><u>\$3,865,028.84</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 November 7, 2018 to November 20, 2018 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING November 20, 2018**

WHEREAS, a list of disbursements for the period ending November 20, 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	\$368,623.82
Debt Service & Capital Projects	2,971,673.29
Enterprise & Internal Service	503,427.73
Escrows	21,304.00
Grand Total for All Funds	<u><u>\$3,865,028.84</u></u>

Adopted by the City Council of Inver Grove Heights this 26th day of November, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 11/07/2018 - 11/20/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACCESSABILITY, INC.	15793	11/19/2018	7/31/18	101.41.1100.413.30700	5.59
ACCESSABILITY, INC.	15793	11/19/2018	7/31/18	101.41.1200.414.30700	22.38
AFSCME COUNCIL 5	INV0079791	11/09/2018	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	956.67
AFSCME COUNCIL 5	INV0079792	11/09/2018	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	92.00
AMERICAN TEST CENTER	2182403	11/13/2018	10/16/18	101.42.4200.423.30700	2,074.00
BJORKLUND COMPENSATION CONSULTING, LLC	00003975	11/19/2018	11/7/18	101.42.4000.421.30700	145.00
BLACKTOP PROS, LLC	20-6256	11/13/2018	10/29/18	101.43.5200.443.40046	2,500.00
COMCAST	11/5/18 8772 10 591 03595	11/20/2018	8772 10 591 0359526	101.42.4200.423.30700	10.53
CULLIGAN	10/31/18 157-98459100-6	11/20/2018	157-98459100-6	101.42.4200.423.60065	85.15
DAJ ENTERPRISES LLC	101	11/13/2018	10/29/18	101.44.6000.451.60065	877.50
DAJ ENTERPRISES LLC	102	11/13/2018	10/29/18	101.44.6000.451.60065	1,945.40
DAJ ENTERPRISES LLC	5259	11/13/2018	10/29/18	101.44.6000.451.60030	12,525.00
DAJ ENTERPRISES LLC	8081	11/13/2018	10/30/18	101.44.6000.451.60065	213.00
DAKOTA AWARDS & ENGRAVING	19488	11/20/2018	11/2/18	101.42.4200.423.60065	30.00
DAKOTA COMMUNICATIONS CENTER	IG2018-12	11/13/2018	DECEMBER 2018	101.42.4000.421.70502	44,147.50
DAKOTA COMMUNICATIONS CENTER	IG2018-12	11/13/2018	DECEMBER 2018	101.42.4200.423.70502	5,907.50
DAKOTA CTY FINANCIAL SVCS	00032602	11/20/2018	ROW CREDIT ON CP26-54 2015-08	101.42.4000.421.70501	1,551.33
DAKOTA CTY FINANCIAL SVCS	00032760	11/20/2018	P0001753	101.42.4000.421.70501	1,516.45
DAKOTA CTY FINANCIAL SVCS	00032760	11/20/2018	P0001753	101.42.4200.423.30700	1,703.09
DAKOTA CTY FINANCIAL SVCS	00032760	11/20/2018	P0001753	101.43.5200.443.30700	46.66
DCMAAG JASON WEISHAAR	11/15/18	11/20/2018	2017/2018 FEES FOR FORT MCCOY	101.42.4000.421.50070	469.40
EDAM	2018 EDAM MEMBERSHIP	11/19/2018	JANICE GUNDLACH	101.45.3000.419.50070	295.00
EFTPS	INV0079780	11/07/2018	FEDERAL WITHHOLDING	101.203.2030200	1,120.17
EFTPS	INV0079782	11/07/2018	MEDICARE WITHHOLDING	101.203.2030500	340.96
EFTPS	INV0079783	11/07/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	1,307.82
EFTPS	INV0079813	11/09/2018	FEDERAL WITHHOLDING	101.203.2030200	47,366.82
EFTPS	INV0079815	11/09/2018	MEDICARE WITHHOLDING	101.203.2030500	14,381.92
EFTPS	INV0079816	11/09/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	41,253.92
EFTPS	INV0079899	11/14/2018	FEDERAL WITHHOLDING	101.203.2030200	1,172.65
EFTPS	INV0079901	11/14/2018	MEDICARE WITHHOLDING	101.203.2030500	736.86
EFTPS	INV0079902	11/14/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	3,015.86
EMERGENCY RESPONSE SOLUTIONS	11956	11/20/2018	11/6/18	101.42.4200.423.40042	61.91
EMERGENCY RESPONSE SOLUTIONS	11981	11/20/2018	11/12/18	101.42.4200.423.40042	39.44
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0079795	11/09/2018	HSA ELECTION-FAMILY	101.203.2032500	2,952.01
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0079796	11/09/2018	HSA ELECTION-SINGLE	101.203.2032500	4,557.45
GENESIS EMPLOYEE BENEFITS, INC	IN1373065	11/20/2018	10/1/18-10/31/18	101.42.4000.421.30550	40.00
IAFC MEMBERSHIP	2019 MEMBERSHIP	11/20/2018	MEMBER #82644	101.42.4200.423.50070	234.00
ICMA RETIREMENT TRUST - 457	INV0079775	11/07/2018	ICMA-AGE <49 %	101.203.2031400	190.72
ICMA RETIREMENT TRUST - 457	INV0079790	11/09/2018	457 - ROTH AGE 50+	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	INV0079797	11/09/2018	ICMA-AGE <49 %	101.203.2031400	7,263.00
ICMA RETIREMENT TRUST - 457	INV0079798	11/09/2018	ICMA-AGE <49	101.203.2031400	5,176.54
ICMA RETIREMENT TRUST - 457	INV0079799	11/09/2018	ICMA-AGE 50+ %	101.203.2031400	478.14
ICMA RETIREMENT TRUST - 457	INV0079800	11/09/2018	ICMA-AGE 50+	101.203.2031400	5,401.91
ICMA RETIREMENT TRUST - 457	INV0079801	11/09/2018	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	88.57
ICMA RETIREMENT TRUST - 457	INV0079810	11/09/2018	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	2,143.07
ICMA RETIREMENT TRUST - 457	INV0079811	11/09/2018	ROTH IRA (AGE 50 & OVER)	101.203.2032400	400.00
ICMA RETIREMENT TRUST - 457	INV0079893	11/14/2018	ICMA-AGE <49 %	101.203.2031400	93.85
ICMA RETIREMENT TRUST - 457	INV0079894	11/14/2018	ICMA-AGE 50+ %	101.203.2031400	75.43
INNOVATIVE OFFICE SOLUTIONS	SUM-043292	11/20/2018	S28777	101.41.1100.413.60040	462.84
INNOVATIVE OFFICE SOLUTIONS	SUM-043292	11/20/2018	S28777	101.41.1200.414.50025	977.38
INNOVATIVE OFFICE SOLUTIONS	SUM-043292	11/20/2018	S28777	101.43.5100.442.60040	92.18
INNOVATIVE OFFICE SOLUTIONS	SUM-043292	11/20/2018	S28777	101.43.5200.443.60016	16.39
INNOVATIVE OFFICE SOLUTIONS	SUM-043292	11/20/2018	S28777	101.44.6000.451.60065	151.58
INNOVATIVE OFFICE SOLUTIONS	SUM-043292	11/20/2018	S28777	101.45.3000.419.60010	5.46
INNOVATIVE OFFICE SOLUTIONS	SUM-043292	11/20/2018	S28777	101.45.3200.419.60010	6.14
INNOVATIVE OFFICE SOLUTIONS	SUM-043292	11/20/2018	S28777	101.45.3300.419.60040	50.37
IUOE	INV0079802	11/09/2018	UNION DUES IUOE	101.203.2031000	1,136.68
KENISON, TERRI	OCT. 2018	11/13/2018	OCTOBER 2018	101.42.4200.423.30700	850.00
LELS	INV0079803	11/09/2018	UNION DUES (LELS)	101.203.2031000	1,566.00
LELS SERGEANTS	INV0079812	11/09/2018	UNION DUES (LELS SGT)	101.203.2031000	294.00
LILLIE SUBURBAN NEWSPAPERS	10/31/18 001363	11/19/2018	Advertising/Publishing	101.41.1100.413.50025	11.50
LILLIE SUBURBAN NEWSPAPERS	10/31/18 001363	11/19/2018	Advertising/Publishing	101.41.1200.414.50025	82.50
LILLIE SUBURBAN NEWSPAPERS	10/31/18 001363	11/19/2018	Advertising/Publishing	101.41.1200.414.50025	44.00
LILLIE SUBURBAN NEWSPAPERS	10/31/18 001363	11/19/2018	Advertising/Publishing	101.41.1200.414.50025	33.00
LILLIE SUBURBAN NEWSPAPERS	10/31/18 001363	11/19/2018	Advertising/Publishing	101.45.3200.419.50025	83.38
LILLIE SUBURBAN NEWSPAPERS	10/31/18 001363	11/19/2018	Advertising/Publishing	101.45.3200.419.50025	20.13
LILLIE SUBURBAN NEWSPAPERS	10/31/18 001363	11/19/2018	Advertising/Publishing	101.45.3200.419.50025	20.13
LOCAL GOVERNMENT INFORMATION SYSTEM (L 46091		11/13/2018	106325	101.42.4000.421.70501	2,087.00
LOCAL GOVERNMENT INFORMATION SYSTEM (L 46100		11/13/2018	111541	101.42.4200.423.30700	137.00
LOCAL GOVERNMENT INFORMATION SYSTEM (L 46112		11/13/2018	106325	101.42.4000.421.40044	3,000.00
M & J SERVICES, LLC	1927	11/13/2018	11/2/18	101.43.5200.443.40046	1,435.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
M & J SERVICES, LLC	1928	11/13/2018	11/2/18	101.43.5200.443.40046	1,675.00
METROPOLITAN COUNCIL	OCTOBER 2018	11/20/2018	OCTOBER 2018	101.41.0000.3414000	(894.60)
MINNEAPOLIS OXYGEN CO.	00033033	11/20/2018	01910	101.42.4200.423.30700	71.61
MINNEAPOLIS OXYGEN CO.	00033034	11/20/2018	01915	101.42.4200.423.30700	71.61
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0079793	11/09/2018	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	294.18
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0079794	11/09/2018	JOHN VERDEJA FEIN/TAXPAYER ID: 4	101.203.2032100	158.74
MN DEPT OF REVENUE	INV0079781	11/07/2018	STATE WITHHOLDING	101.203.2030300	494.69
MN DEPT OF REVENUE	INV0079814	11/09/2018	STATE WITHHOLDING	101.203.2030300	22,411.32
MN DEPT OF REVENUE	INV0079900	11/14/2018	STATE WITHHOLDING	101.203.2030300	694.68
MN GLOVE & SAFETY, INC.	311561	11/13/2018	CTINVE	101.43.5200.443.60045	51.95
MN STATE FIRE CHIEFS ASSOCIATION	200003061	11/13/2018	9/5/18	101.42.4200.423.50080	300.00
NATURE CALLS, INC.	25989	11/13/2018	9/30/18	101.44.6000.451.40065	1,946.00
OKER INVESTMENTS	000078	11/20/2018	11/8/18	101.45.3000.419.30700	134.00
OXYGEN SERVICE COMPANY, INC	03420076	11/20/2018	04394	101.42.4000.421.60065	38.81
PERA	INV0079776	11/07/2018	PERA COORDINATED PLAN	101.203.2030600	499.92
PERA	INV0079777	11/07/2018	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	38.46
PERA	INV0079778	11/07/2018	PERA POLICE & FIRE PLAN	101.203.2030600	130.64
PERA	INV0079779	11/07/2018	EMPLOYER SHARE (POLICE & FIRE PI	101.203.2030600	195.96
PERA	INV0079804	11/09/2018	PERA COORDINATED PLAN	101.203.2030600	40,914.04
PERA	INV0079805	11/09/2018	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,147.23
PERA	INV0079806	11/09/2018	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0079807	11/09/2018	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	69.23
PERA	INV0079808	11/09/2018	PERA POLICE & FIRE PLAN	101.203.2030600	16,347.41
PERA	INV0079809	11/09/2018	EMPLOYER SHARE (POLICE & FIRE PI	101.203.2030600	24,521.16
PERA	INV0079895	11/14/2018	PERA COORDINATED PLAN	101.203.2030600	2,848.46
PERA	INV0079896	11/14/2018	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	219.13
PERA	INV0079897	11/14/2018	PERA POLICE & FIRE PLAN	101.203.2030600	117.53
PERA	INV0079898	11/14/2018	EMPLOYER SHARE (POLICE & FIRE PI	101.203.2030600	176.29
PETTY CASH-WF PURCHASE CARD FEES	OCOTBER 2018	11/13/2018	OCTOBER 2018	101.41.2000.415.70440	148.17
PINE BEND PAVING, INC.	18-592	11/13/2018	10/26/18	101.43.5200.443.60016	2,461.01
PRAIRIE RESTORATIONS, INC.	15897	11/13/2018	10/30/18	101.44.6000.451.30700	710.00
RCM SPECIALTIES, INC.	6828	11/13/2018	10/31/18	101.43.5200.443.40046	3,325.00
RENEE DUBS ELLENA	18-4735	11/19/2018	10/24/18	101.41.1100.413.50032	885.00
SHRED-N-GO, INC.	85197	11/20/2018	11/20/18	101.41.1200.414.30700	55.89
SHRED-N-GO, INC.	85197	11/20/2018	11/20/18	101.41.2000.415.30700	41.03
SOUTH ST PAUL, CITY OF	7/12/18-10/18/18	11/19/2018	005373	101.207.2070900	38.58
STEWART, ZLIMEN & JUNGERS, LTD	11/13/18	11/20/2018	FILE NO. 62-CV-18-2050-BRAVO	101.203.2031900	961.90
STREICHER'S	I1338254	11/20/2018	285	101.42.4000.421.60018	1,070.36
STREICHER'S	I1338975	11/20/2018	285	101.42.4000.421.60018	432.00
THOMSON REUTER - WEST	839164360	11/20/2018	1000197212	101.42.4000.421.30700	236.24
UNIFIRST CORPORATION	090 0447517	11/13/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0447517	11/13/2018	1051948	101.44.6000.451.60045	30.19
VERIZON WIRELESS	9817166324	11/13/2018	942147853-00001	101.42.4000.421.50020	724.35
Fund: 101 - GENERAL FUND					357,583.22
RIVER HEIGHTS CHAMBER OF COMMERCE	8926	11/13/2018	SEPTEMBER 2018	201.44.1600.465.30700	4,149.42
RIVER HEIGHTS CHAMBER OF COMMERCE	8926	11/13/2018	SEPTEMBER 2018	201.44.1600.465.30700	114.74
RIVER HEIGHTS CHAMBER OF COMMERCE	8926	11/13/2018	SEPTEMBER 2018	201.44.1600.465.40065	250.00
RIVER HEIGHTS CHAMBER OF COMMERCE	9724	11/13/2018	10/29/18	201.44.1600.465.30700	2,300.00
RIVER HEIGHTS CHAMBER OF COMMERCE	9724	11/13/2018	10/29/18	201.44.1600.465.40065	250.00
Fund: 201 - C.V.B. FUND					7,064.16
IGH SENIOR CLUB	11/2/18	11/13/2018	OCTOBER 2018	204.227.2271000	751.00
NEISIUS, JULIE	11/5/18	11/13/2018	REIMBURSE REGISTRATION	204.44.0000.3470000	56.00
Fund: 204 - RECREATION FUND					807.00
292 DESIGN GROUP, INC.	18040.00-2	11/13/2018	10/22/18	205.44.6200.453.30700	560.00
CENTRAL ROOFING COMPANY	21087	11/13/2018	10/8/18	205.44.6200.453.40040	632.09
HUEBSCH SERVICES	4161785	11/13/2018	92965	205.44.6200.453.40040	265.76
HUEBSCH SERVICES	4161785	11/13/2018	92965	205.44.6200.453.40040	66.43
INNOVATIVE OFFICE SOLUTIONS	SUM-043292	11/20/2018	S28777	205.44.6200.453.60040	60.16
LILLIE SUBURBAN NEWSPAPERS	10/31/18 001363	11/19/2018	Advertising/Publishing	205.44.6200.453.50025	88.00
MILLER'S ELECTRIC	662	11/13/2018	10/29/18	205.44.6200.453.40040	185.00
MN DEPT OF HEALTH	2019 FBL-14926-10565	11/13/2018	2019 LICENSE RENEWAL	205.44.6200.453.50070	1,120.00
Fund: 205 - COMMUNITY CENTER					2,977.44
RIVER HEIGHTS CHAMBER OF COMMERCE	9149	12/31/2018	2019 MEMBERSHIP	290.45.3000.419.50070	192.00
Fund: 290 - EDA OPERATING					192.00
METROPOLITAN COUNCIL	OCTOBER 2018	11/20/2018	OCTOBER 2018	404.217.2170000	89,460.00
Fund: 404 - SEWER CONNECTION FUND					89,460.00
LILLIE SUBURBAN NEWSPAPERS	10/31/18 001363	11/19/2018	Advertising/Publishing	436.73.5900.736.50025	28.75
XCEL ENERGY	10659903	11/13/2018	WORK REQUEST 17-7012	436.44.5900.736.30700	9,356.27
Fund: 436 - 2016 IMPROVEMENT FUND					9,385.02
GROUNDWATER & ENVIRONMENTAL SERVICES	831545	11/13/2018	3502013	437.44.5900.737.30700	1,550.00
Fund: 437 - 2017 IMPROVEMENT FUND					1,550.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BRO-TEX INC.	511946	11/13/2018	13235	438.43.5900.446.40025	450.00
M & J SERVICES, LLC	FINAL PAY VO. 1	11/20/2018	CITY PROJECT 2018-14	438.73.5900.738.80300	17,568.00
PEMBER COMPANIES, INC.	FINAL PAY VO. NO. 1	11/13/2018	CITY PROJECT 2018-07	438.73.5900.738.80300	29,891.80
SHORT ELLIOTT HENDRICKSON, INC.	357968	11/20/2018	4340	438.73.5900.738.30300	1,344.16
Fund: 438 - 2018 IMPROVEMENT FUND					49,253.96
MCNAMARA CONTRACTING INC	PAY VO. NO. 7	11/20/2018	CITY PROJECT NO. 2015-09D, 2017-21	440.74.5900.740.80300	631,624.64
PEARSON BROTHERS, INC.	FINAL PAY VO. NO. 2	11/13/2018	CITY PROJECT NO. 2018-09B	440.74.5900.740.40046	43,632.61
Fund: 440 - PAVEMENT MANAGEMENT PROJ					675,257.25
SOUTH ST PAUL, CITY OF	7/12/18-10/18/18	11/19/2018	005373	441.74.5900.741.40030	65.58
Fund: 441 - STORM WATER MANAGEMENT					65.58
DAKOTA CTY FINANCIAL SVCS	00032429	11/19/2018	ROW CREDIT ON CP26-54 2015-08	446.74.5900.746.30700	87,977.97
MAX STEININGER, INC.	PAY VO. NO. 4	11/20/2018	CITY PROJECT NO. 2015-03	446.74.5900.746.80300	66,896.30
MAX STEININGER, INC.	PAY VO. NO. 4	11/20/2018	CITY PROJECT NO. 2015-03	446.74.5900.746.80300	1,694,553.24
MAX STEININGER, INC.	PAY VO. NO. 4	11/20/2018	CITY PROJECT NO. 2015-03	446.74.5900.746.80300	53,897.35
WSB & ASSOCIATES, INC.	R-012429-000-4	11/19/2018	11/14/18	446.74.5900.746.30300	49,590.25
Fund: 446 - NW AREA					1,952,915.11
DCA TITLE MENDOTA HEIGHTS	17-040249 RC	11/20/2018	1805 60TH ST E	449.45.3000.419.80100	180,636.37
Fund: 449 - COMMUNITY PROPERTY					180,636.37
BARR ENGINEERING COMPANY	23190218.00-271	11/13/2018	11/1/18	451.75.5900.751.30700	5,650.00
MESSERLI & KRAMER, P.A.	358342	11/20/2018	CASE NO. 22369-00002	451.75.5900.751.30700	7,500.00
Fund: 451 - HOST COMMUNITY FUND					13,150.00
CORE & MAIN LP	J706250	11/20/2018	099872	501.50.7100.512.60016	373.75
CORE & MAIN LP	J743542	11/20/2018	099872	501.50.7100.512.40043	622.86
INNOVATIVE OFFICE SOLUTIONS	SUM-043292	11/20/2018	S28777	501.50.7100.512.40043	31.80
OCCUPATIONAL HEALTH CENTERS OF MINNESOTA	102870380	11/19/2018	N26-1351004654	501.50.7100.512.30700	82.00
SOUTH ST PAUL, CITY OF	7/12/18-10/18/18	11/19/2018	005373	501.50.7100.512.40005	329.70
VALLEY-RICH CO, INC	26180	11/20/2018	R180627 11/01	501.50.7100.512.40046	3,986.90
VALLEY-RICH CO, INC	26226	11/20/2018	R180674 11/02	501.50.7100.512.40046	5,333.28
WALKER LAWN CARE, INC.	8045	11/20/2018	11/2/18	501.50.7100.512.60016	2,655.34
Fund: 501 - WATER UTILITY FUND					13,415.63
KENNEDY & GRAVEN	145393	11/13/2018	8/31/18	502.51.7200.514.30420	629.00
METROPOLITAN COUNCIL	0001088826	11/13/2018	5084	502.51.7200.514.40015	158,711.74
MN GLOVE & SAFETY, INC.	311745	11/20/2018	CTINVE	502.51.7200.514.60045	352.93
OCCUPATIONAL HEALTH CENTERS OF MINNESOTA	102870380	11/19/2018	N26-1351004654	502.51.7200.514.30700	82.00
SOUTH ST PAUL, CITY OF	7/12/18-10/18/18	11/19/2018	005373	502.51.7200.514.40015	543.90
Fund: 502 - SEWER UTILITY FUND					160,319.57
COLLEGE CITY BEVERAGE	9/30/18	11/13/2018	9/30/18	503.52.8300.524.76150	36.20
SOUTH SUBURBAN RENTAL INC	368060	11/20/2018	10/29/18	503.52.8600.527.40065	137.85
Fund: 503 - INVER WOOD GOLF COURSE					174.05
LEAGUE OF MN CITIES INS TRUST	11/5/18	11/20/2018	40001254	602.00.2100.415.50009	79,784.00
LEAGUE OF MN CITIES INS TRUST	11/5/18 40001322	11/20/2018	40001322	602.00.2100.415.50009	154,554.00
Fund: 602 - RISK MANAGEMENT					234,338.00
CENTENNIAL GLASS	W00008333	11/13/2018	IGH	603.00.5300.444.40041	235.00
DAVIS EQUIPMENT CORPORATION	OI46509	11/13/2018	10/16/18	603.00.5300.444.40041	900.59
DENNIS J. WALTER	10/16/18	11/13/2018	10/16/18	603.00.5300.444.40041	225.00
EHLERS AND ASSOCIATES, INC.	78642	11/20/2018	11/12/18	603.00.5300.444.70600	7,860.00
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AW101818-3	11/13/2018	10/25/18	603.00.5300.444.40041	51.62
ENVIRONMENTAL EQUIPMENT & SERVICES, INC	14780	11/13/2018	10/15/18	603.00.5300.444.40041	121.83
GRAINGER	9946744050	11/13/2018	806460150	603.00.5300.444.40041	18.64
HANCO CORPORATION	442526	11/13/2018	332660	603.00.5300.444.40041	6.50
INNOVATIVE OFFICE SOLUTIONS	SUM-043292	11/20/2018	S28777	603.00.5300.444.60011	37.79
INVER GROVE FORD	5260431	11/13/2018	10/19/18	603.00.5300.444.40041	37.11
INVER GROVE FORD	5260849	11/13/2018	10/26/18	603.00.5300.444.40041	33.79
MACQUEEN EMERGENCY GROUP	P01533	11/13/2018	INVER003	603.00.5300.444.40041	437.42
MACQUEEN EMERGENCY GROUP	P01539	11/13/2018	INVER003	603.00.5300.444.40041	57.03
MID CITY SERVICES, INC.	87807	11/13/2018	10/26/18	603.00.5300.444.40065	48.00
MTI DISTRIBUTING CO	1193424-00	11/13/2018	91180	603.00.5300.444.40041	61.71
NORTH AMERICAN TRAILER SALES	0304135568	11/13/2018	10095	603.00.5300.444.40041	423.12
NORTH AMERICAN TRAILER SALES	0304135633	11/13/2018	10095	603.00.5300.444.40041	39.04
NORTHERN EXPOSURE ROOFING & SHEET MET	00010	11/19/2018	10/18/18	603.00.5300.444.40040	8,200.00
NUSS TRUCK AND EQUIPMENT	4570730P	11/13/2018	38679B	603.00.5300.444.40041	14.69
O' REILLY AUTO PARTS	1767-361381	11/13/2018	1578028	603.00.5300.444.60012	89.93
O' REILLY AUTO PARTS	1767-361802	11/13/2018	1578028	603.00.5300.444.40041	42.80
O' REILLY AUTO PARTS	1767-361810	11/13/2018	1578028	603.140.1450050	111.76
O' REILLY AUTO PARTS	1767-361812	11/13/2018	1578028	603.140.1450050	45.12
O' REILLY AUTO PARTS	1767-362960	11/13/2018	1570828	603.00.5300.444.40041	11.96
O' REILLY AUTO PARTS	1767-362971	11/13/2018	1578028	603.00.5300.444.40041	65.74
POMP'S TIRE SERVICE, INC.	980053803	11/13/2018	4502557	603.00.5300.444.40041	105.00
POMP'S TIRE SERVICE, INC.	980053840	11/13/2018	4502557	603.00.5300.444.60014	756.00
TOTAL CONSTRUCTION & EQUIP.	6793	11/13/2018	SC18CI1023	603.00.5300.444.40040	173.33
TRENCHERS PLUS, INC.	IT94274	11/13/2018	10/17/18	603.00.5300.444.40041	513.10
TRI-STATE BOBCAT INC.	A49439	11/13/2018	16312	603.00.5300.444.40041	174.33

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TRI-STATE BOBCAT INC.	A49440	11/13/2018	16312	603.00.5300.444.40041	138.28
UNIFIRST CORPORATION	090 0447517	11/13/2018	1051948	603.00.5300.444.40065	169.98
UNIFIRST CORPORATION	090 0447517	11/13/2018	1051948	603.00.5300.444.60045	33.50
WORLD FUEL SERVICES	40193093143-41801	11/13/2018	112741	603.140.1450050	110.00
ZARNOTH BRUSH WORKS	0172292-IN	11/13/2018	INV1669	603.00.5300.444.40041	346.00
Fund: 603 - CENTRAL EQUIPMENT					21,695.71
INNOVATIVE OFFICE SOLUTIONS	SUM-043292	11/20/2018	S28777	604.00.2200.416.60005	482.74
INNOVATIVE OFFICE SOLUTIONS	SUM-043292	11/20/2018	S28777	604.00.2200.416.60010	2,024.92
US BANK EQUIPMENT FINANCE, INC.	369882816	11/19/2018	923425	604.00.2200.416.40050	2,555.00
Fund: 604 - CENTRAL STORES					5,062.66
HUEBSCH SERVICES	4161784	11/13/2018	100075	605.00.7500.460.40065	118.22
LONE OAK COMPANIES	80109	11/20/2018	11/6/18	605.00.7500.460.50035	939.14
LONE OAK COMPANIES	11/13/18	11/20/2018	UTILITY BILLS	605.00.7500.460.50035	1,472.00
Fund: 605 - CITY FACILITIES					2,529.36
AXON ENTERPRISES, INC.	SI-1557563	11/13/2018	115181	606.00.1400.413.60041	17,912.00
AXON ENTERPRISES, INC.	SI-1557585	11/13/2018	115181	606.00.1400.413.60041	39,852.00
IDEAL SYSTEM SOLUTIONS, INC.	67423	11/13/2018	8/31/18	606.00.1400.413.30700	108.75
WORKS COMPUTING, INC.	30530	11/13/2018	INVER	606.00.1400.413.50070	1,315.00
WORKS COMPUTING, INC.	30531	11/13/2018	INVER	606.00.1400.413.50070	5,070.00
WORKS COMPUTING, INC.	30532	11/13/2018	INVER	606.00.1400.413.50070	1,635.00
Fund: 606 - TECHNOLOGY FUND					65,892.75
EHLERS AND ASSOCIATES, INC.	78577	11/20/2018	11/12/18	702.229.2309402	1,320.00
ETERNITY HOMES LLC	11/8/18	11/13/2018	ESCROW RELEASE 4903 BRENT AVE	702.229.2307301	159.50
ETERNITY HOMES LLC	11/8/18 B	11/13/2018	4908 BRENT AVE ESCROW RELEASE	702.229.2308101	439.50
KENNEDY & GRAVEN	145393	11/13/2018	8/31/18	702.229.2309402	25.00
MICHAEL T. SCHAEFFER	11/8/18	11/20/2018	LOC 7649 CONCORD BLVD	702.229.2309602	9,000.00
PURDY, MICHAEL & JENNIFER	11/13/18	11/20/2018	LOC 1563 86TH COURT	702.229.2305202	9,000.00
SCHREIBER MULLANEY CONSTRUCTION	11/13/18	11/20/2018	ESCROW RELEASE 5890 CARMEN AV	702.229.2302701	1,160.00
WASHINGTON COUNTY COURT ADMIN	118919565	11/20/2018	NICHOLAS HENRY LAU	702.229.2291000	200.00
Fund: 702 - ESCROW FUND					21,304.00
Grand Total					3,865,028.84

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

AUTHORIZE PAYMENTS TO CHURCHES USED AS POLLING LOCATIONS FOR THE 2018 PRIMARY AND GENERAL ELECTIONS

Meeting Date: November 26, 2018
 Item Type: Consent
 Contact: 651.450.2513
 Prepared by: Michelle Tesser

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:

Adopt a resolution authorizing payments to churches used as polling locations for the 2018 Primary and General elections.

SUMMARY:

It has been the practice for the City to make payments of \$100 per election to churches used as polling locations for City elections. The money is used to cover extra maintenance costs incurred by these facilities since they prefer not to bill the City for such services. The City used eight churches as polling locations: Amazing Grace Lutheran Church, Inver Hills Church, Emanuel Lutheran Church, Good Shepherd Church, Church of St. Patrick, River Heights Vineyard Church, Crossroads Church and Bethesda Lutheran Church.

A payment in the amount of \$1,600 was included in the 2018 Elections budget.

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING PAYMENTS TO CHURCHES FOR USE OF FACILITIES
AS POLLING LOCATIONS AT THE 2018 PRIMARY AND GENERAL ELECTIONS**

**AMAZING GRACE LUTHERAN CHURCH – PRECINCT 1
INVERHILLS CHURCH – PRECINCT 2
EMANUEL LUTHERAN CHURCH – PRECINCT 5
GOOD SHEPHERD– PRECINCT 6
CHURCH OF ST. PATRICK – PRECINCT 7
RIVER HEIGHTS VINEYARD CHURCH – PRECINCT 8
CROSSROADS CHURCH – PRECINCT 9
BETHESDA LUTHERAN CHURCH – PRECINCT 10**

WHEREAS, the City of Inver Grove Heights used the above-listed facilities as polling locations for the 2018 Primary and General Elections; and

WHEREAS, the churches prefer not to bill the City for such services;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights, Minnesota, hereby authorizes a payment in the amount of \$200 (\$100 per election) to Amazing Grace Lutheran Church, Inverhills Church, Emanuel Lutheran Church, Good Shepherd, Church of St. Patrick, River Heights Vineyard Church, Crossroads Church and Bethesda Lutheran Church for the use of their facilities as polling locations for the 2018 Primary and General Elections.

BE IT FURTHER RESOLVED that the Finance Department is hereby directed to issue checks in the amount of the payments.

Adopted by the City Council of Inver Grove Heights this 26th day of November, 2018

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE

Meeting Date: November 26, 2018
 Item Type: Consent
 Contact: Nicole Cook: 651-450-2491
 Prepared by: Nicole Cook, Rental and Code
 Compliance Coordinator
 Reviewed by: Joshua Otis, Commander

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

PURPOSE/ACTION REQUESTED

The City Council is to consider approval of three (3) rental licenses.

BACKGROUND

The City Council adopted a rental licensing ordinance that requires all rental property owners to obtain a rental license every two years. The purpose of the ordinance is to assure proper maintenance of structures to preserve neighborhood stability, protect the quality of existing rental housing stock, and maintain property values. The ordinance provides for basic safety and living standards for rentals.

ANALYSIS

The following rental license applications have been submitted:

- MADHU KOLAN; 6983 ARCHER COURT; TOWNHOUSE
- JOSEPH WININGAR; 6967 ARCHER PLACE; TOWNHOUSE
- HAR MATTAPARTI, 6975 ARCHER COURT; TOWNHOUSE

The above applications have been found to be complete. The applications include the necessary fee payments and the BCA background checks. The Inver Grove Heights Police Chief/Designee has also reviewed the license application.

RECOMMENDATIONS

Staff and the Police Chief/Designee recommend approval of the licenses listed above.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Request No 3 – West Rink Floor – West Rink Renovation Project – City Project 2017-1722

Meeting Date: November 26, 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 #3 for the West Rink Floor for the West Rink Renovation Project to MN Ice LLC. in the amount of \$78,084.47. 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 Resurfacer
Becker Arena Products	\$165,246	Dasher Board System
Braun Intertec	\$2,100	Soils Engineer
Minnesota Ice	\$539,852	West Rink Floor
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	



Contractor's Application for Payment No. 3

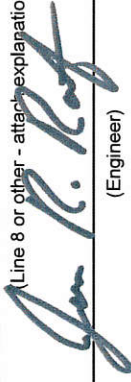
Application Period: 9/14/18 - 10/31/18		Application Date: November 8, 2018
To (Owner): City of Inver Grove Heights	From (Contractor): MN Ice LLC	Via (Engineer): Stevens Engineers, Inc.
Project: Veterans Memorial Community Center - West Rink Floor Replacement	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Proj No.: 900-18-302

Change Order Summary

Approved Change Orders		1. ORIGINAL CONTRACT PRICE..... \$ 539,852.00	
Number	Additions	Deductions	
1	\$19,107.25		2. Net change by Change Orders..... \$ 69,179.43
2	\$1,230.00		3. Current Contract Price (Line 1 ± 2)..... \$ 609,031.43
3	\$48,842.18		4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ 609,031.43
			5. RETAINAGE:
		a. 5% X \$609,031.43 Work Completed..... \$ 30,451.57	
		b. X Stored Material..... \$ -	
		c. Total Retainage (Line 5a + Line 5b)..... \$ 30,451.57	
		6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 578,579.86	
		7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 500,495.39	
		8. AMOUNT DUE THIS APPLICATION..... \$ 78,084.47	
		9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ 30,451.57	
TOTALS	\$69,179.43		
NET CHANGE BY CHANGE ORDERS			

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of:	\$	78,084.47	(Line 8 or other - attach explanation of the other amount)
is recommended by:		11/9/2018	(Date)
Payment of:	\$	78,084.47	(Line 8 or other - attach explanation of the other amount)
is approved by:			(Date)
Approved by:			(Date)

Progress Estimate

Contractor's Application for Payment

For (contract):				Veterans Memorial Community Center - West Rink Floor Replacement				Application Number: 3						
Application Period: 9/14/18 - 10/31/18				Application Date: November 8, 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	\$	-	\$	5,000.00	100.0%	\$	-
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	\$	16,000.00	\$	-	\$	-	\$	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	\$	-	\$	24,000.00	100.0%	\$	-
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	\$	-	\$	20,000.00	100.0%	\$	-
22	Above Ground Mains and Subfloor Insulation Materials	\$	15,000.00	\$	-	\$	15,000.00	\$	-	\$	15,000.00	100.0%	\$	-
23	Above Ground Mains and Subfloor Labor	\$	10,000.00	\$	-	\$	10,000.00	\$	-	\$	10,000.00	100.0%	\$	-
24	Salvage and Install Ethylene Glycol and calcium Chloride	\$	8,000.00	\$	-	\$	8,000.00	\$	-	\$	8,000.00	100.0%	\$	-
25	Start-up	\$	5,852.00	\$	-	\$	5,852.00	\$	-	\$	5,852.00	100.0%	\$	-
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	\$	48,842.18	\$	8,842.18	\$	-	\$	48,842.18	100.0%	\$	-
Totals		\$	609,031.43	\$	526,837.25	\$	82,194.18	\$	-	\$	609,031.43	100.0%	\$	-

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 2 PAGES

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 #: 3

PERIOD TO: 10/22/18

PROJECT NOS: 900-18-302

CONTRACT DATE: 05/30/18

Distribution to:

Owner	
Const. Mgr	
Architect	X
Contractor	
ENGINEER	

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

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-\$ (Column G on Continuation Sheet)	\$ 609,031.43

5. RETAINAGE:

a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	\$ 30,451.57
b. of Stored Material (Column F on Continuation Sheet)	\$

Total in Column 1 of Continuation Sheet	\$ 30,451.57
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 578,579.86

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)	\$ 500,495.39
8. CURRENT PAYMENT DUE	\$ 78,084.47

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 30,451.57

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

By: Minnesota Ice LLC

State of: MINNESOTA

County of: Scott

Subscribed and sworn to before me this 22nd day of October, 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 changed 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

ATTACHMENT TO PAY APPLICATION

PROJECT:

VMCC Arena
8055 Barbara Avenue
Inver Grove Heights, MN 5077

APPLICATION NUMBER:

10/22/18

PERIOD TO:

22-Oct-18

ARCHITECT'S PROJECT NO:

900-18-302

A Item No.	B Description of Work	C Scheduled Value	D		E		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	Work Completed This Period						
1	Mobilization	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00				5,000.00		250.00
2	Concrete Floor Demolition and Disposal	\$ 75,000.00	\$ 75,000.00					75,000.00		3,750.00
3	Underground Mains and Subfloor Materials	\$ 25,000.00	\$ 25,000.00					25,000.00		1,250.00
4	Underground Mains and Subfloor Insulation Materials	\$ 20,000.00	\$ 20,000.00					20,000.00		1,000.00
5	Underground Mains and Subfloor Installation Labor	\$ 15,000.00	\$ 15,000.00					15,000.00		750.00
6	Supply Headers (Sub Floor & Main Floor)	\$ 35,000.00	\$ 35,000.00					35,000.00		1,750.00
7	Install Headers Labor (Sub Floor & Main Floor)	\$ 16,000.00	\$ 16,000.00					16,000.00		800.00
8	Supply Floor Insulation	\$ 35,000.00	\$ 35,000.00					35,000.00		1,750.00
9	Install Floor Insulation Labor	\$ 15,000.00	\$ 15,000.00					15,000.00		750.00
10	Supply Vapor Barrier	\$ 15,000.00	\$ 15,000.00					15,000.00		750.00
11	Install Labor Vapor Barrier	\$ 7,000.00	\$ 7,000.00					7,000.00		350.00
12	Supply Tubing Chairs	\$ 16,000.00	\$ 16,000.00					16,000.00		800.00
13	Install Labor Tubing Chairs	\$ 8,000.00	\$ 8,000.00					8,000.00		400.00
14	Supply Tubing	\$ 30,000.00	\$ 30,000.00					30,000.00		1,500.00
15	Install Labor Tubing	\$ 25,000.00	\$ 25,000.00					25,000.00		1,250.00
16	Supply Return Bends	\$ 9,000.00	\$ 9,000.00					9,000.00		450.00
17	Install Labor Return Bends	\$ 11,000.00	\$ 11,000.00					11,000.00		550.00
18	Main Floor Ancillary Materials	\$ 11,000.00	\$ 11,000.00					11,000.00		550.00
19	Supply and Install the Expansion Joint	\$ 24,000.00	\$ 12,000.00	\$ 12,000.00				24,000.00		1,200.00
20	Supply and Install Concrete	\$ 84,000.00	\$ 84,000.00					84,000.00		4,200.00
21	Aboveground Mains and Subfloor Materials	\$ 20,000.00	\$ 20,000.00					20,000.00		1,000.00
22	Aboveground Mains and Subfloor Insulation Materials	\$ 15,000.00	\$ 15,000.00					15,000.00		750.00
23	Aboveground Mains and Subfloor Installation Labor	\$ 10,000.00	\$ 10,000.00					10,000.00		500.00
24	Salvage and Install Ethylene Glycol and Calcium Chloride	\$ 8,000.00	\$ 8,000.00					8,000.00		400.00
25	Start-Up	\$ 5,852.00	\$ 5,852.00					5,852.00		292.60
26	CO1: Subsoil Correction	\$ 19,107.25	\$ 19,107.25	\$ 19,107.25				19,107.25		955.36
27	CO2: Add ice and subfloor temperature sensor and acs.	\$ 1,230.00	\$ 1,230.00	\$ 1,230.00				1,230.00		61.50
28	CO3: Fix water damaged, rink floor insulation and sand subg	\$ 48,842.18	\$ 48,842.18	\$ 48,842.18				48,842.18		2,442.11
	SUBTOTALS PAGE 2	609,031.43	526,837.25	82,194.18				609,031.43		30,451.57

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

FUEL OIL SERVICE CO. (HOLIDAY STATION STORE)

Meeting Date: November 26, 2018
 Item Type: Consent Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Approve a Resolution relating to the Development Contract and related agreements for the reconstruction of the Holiday gas station on the corner of Hwy 3 and 70th Street.

SUMMARY

The City Council approved the conditional use permit amendment for the reconstructed gas station on June 11, 2018. One of the conditions of approval is that a development contract be negotiated before construction can begin. The documents were not finalized when the plans were approved in June.

The agreements layout the general obligations of the developer to construct the public improvements as part of the project.

RECOMMENDATION

Planning and Engineering staff find the agreements acceptable as presented.

Attachments: Resolution approving agreements
 Development Contract
 Stormwater Maintenance Agreement
 Pedestrian Trail Easement

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE DEVELOPMENT CONTRACT, STORM WATER
FACILITIES MAINTENANCE AGREEMENT AND RELATED AGREEMENTS FOR THE
PLAT OF HOLIDAY STATION STORE

CASE NO. 18-29S
(Fuel Oil Service/Holiday Station Store)

WHEREAS, a Final Plat and Final PUD Development Plans were approved on June 11, 2018 for Holiday Station Stores;

WHEREAS, conditions of approval require the applicant to enter into an agreement with the city relating to a development contract, storm water agreement and related agreements prior to any work commencing on site;

WHEREAS, the agreements were not completed prior to Council approving the project on June 11, 2018 and therefore must be approved by Council on separate action;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Development Contract, Storm Water Facilities Maintenance Agreement, and related agreements are hereby approved and the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 26th day of November, 2018.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

DEVELOPMENT CONTRACT
FOR PLAT OF
HOLIDAY STATION STORE
INVER GROVE HEIGHTS

INDEX TO CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT

RECITALS

ARTICLE 1 - DEFINITIONS

- 1.1 Terms
- 1.2 City
- 1.3 Developer
- 1.4 Owner
- 1.5 Plat
- 1.6 Development Plans
- 1.7 Development Contract
- 1.8 Council
- 1.9 PWD
- 1.10 Director of PWD
- 1.11 County
- 1.12 Other Regulatory Agencies
- 1.13 Utility Companies
- 1.14 Prior Easement Holders
- 1.15 Developer Improvements
- 1.16 City Improvements
- 1.17 Developer Public Improvements
- 1.18 Developer Default
- 1.19 Force Majeure

1.20 Developer Warranties

- A. Authority
- B. No Default
- C. Present Compliance With Laws
- D. Continuing Compliance With Laws
- E. No Litigation
- F. Full Disclosure
- G. Plat Compliance
- H. Warranty On Proper Work And Materials
- I. Obtaining Permits

1.21 Owner Warranties

- A. Authority
- B. No Default
- C. Present Compliance With Laws
- D. Continuing Compliance With Laws
- E. No Litigation
- F. Full Disclosure
- G. Plat Compliance
- H. Fee Title

1.22 City Warranties

- A. Organization
- B. Authority

- 1.23 Formal Notice
- 1.24 Phase 1 Improvements
- 1.25 Phase 2 Improvements

ARTICLE 2 - PLAT APPROVAL

- 2.1 Plat Approval
- 2.2 Plat Density
- 2.3 Recording of Plat

ARTICLE 3 - CITY IMPROVEMENTS

- 3.1 City Improvements

ARTICLE 4 - DEVELOPER IMPROVEMENTS

- 4.1 Developer Improvements
- 4.2 Ground Material
- 4.3 Grading - Drainage Plan And Easements
- 4.4 Street Signs
- 4.5 Boulevard And Area Restoration
- 4.6 Erosion Control

ARTICLE 5 - PARK CONTRIBUTION REQUIREMENTS

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ARTICLE 6 - OTHER PERMITS

- 6.1 Permits

ARTICLE 7 - OTHER DEVELOPMENT REQUIREMENTS

- 7.1 Miscellaneous Requirements

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- 8.1 Approval of Contractors and Engineer
- 8.2 Construction
- 8.3 Inspection
- 8.4 Faithful Performance of Construction Contracts
- 8.5 City Acceptance
- 8.6 Engineering Submittals Required

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- 9.1 Developer Improvement Costs
- 9.2 City Miscellaneous Expenses
- 9.3 Enforcement Costs
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- 10.1 Statement of Developer Warranties

ARTICLE 11 - OWNER WARRANTIES

- 11.1 Statement of Owner Warranties

ARTICLE 12 - CITY WARRANTIES

- 12.1 Statement of City Warranties

ARTICLE 13 - INDEMNIFICATION OF CITY

- 13.1 Indemnification of City
- 13.2 Notice
- 13.3 Defense of Claim

ARTICLE 14 - CITY REMEDIES UPON DEVELOPER DEFAULT

- 14.1 City Remedies
- 14.2 No Additional Waiver Implied By One Waiver
- 14.3 No Remedy Exclusive
- 14.4 Emergency

ARTICLE 15 - ESCROW DEPOSIT

- 15.1 Escrow Requirement for Phase 1 Improvements
- 15.2 Escrow Release and Escrow Increase; Phase 1 Improvements
- 15.3 Escrow Requirement for Phase 2 Improvements
- 15.4 Escrow Release and Escrow Increase; Phase 2 Improvements

ARTICLE 16 - MISCELLANEOUS

- 16.1 City's Duties
- 16.2 Additional Improvements
- 16.3 No Third Party Recourse
- 16.4 Validity
- 16.5 Recording
- 16.6 Binding Agreement
- 16.7 Contract Assignment
- 16.8 Amendment And Waiver
- 16.9 Governing Law
- 16.10 Counterparts
- 16.11 Headings
- 16.12 Inconsistency
- 16.13 Access

EXHIBIT A	Legal Description of Plat
EXHIBIT B	List of Development Plans
EXHIBIT C-1	Phase 1 Developer Improvements
EXHIBIT C-2	Phase 2 Developer Improvements
EXHIBIT D	City Improvements
EXHIBIT E	Miscellaneous Requirements And Conditions Imposed By The City
EXHIBIT F-1	Phase 1 Escrow Calculation
EXHIBIT F-2	Phase 2 Escrow Calculation

**CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT
FOR PLAT OF HOLIDAY STATION STORE INVER GROVE HEIGHTS**

THIS DEVELOPMENT CONTRACT is made and entered into on the 26th day of November, 2018, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the OWNER and DEVELOPER identified herein.

RECITALS:

WHEREAS, the DEVELOPER has applied to the CITY for approval of the PLAT;

WHEREAS, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS associated with the PLAT;

WHEREAS, in conjunction with the granting of these approvals, the CITY requires, among other things, the installation of sanitary sewer, watermain and storm sewer utilities; the installation of stormwater facilities and landscaping/restoration; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL has agreed to approve the PLAT and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER enter into this DEVELOPMENT CONTRACT, which contract defines the work which the DEVELOPER undertakes to complete; and
2. The DEVELOPER shall provide an irrevocable letter of credit or cash deposit in the amount and with conditions satisfactory to the CITY, providing for the actual construction and installation of such improvements within the period specified by the CITY.

WHEREAS, the DEVELOPER has filed four (4) complete sets of the DEVELOPMENT PLANS with the CITY;

WHEREAS, the DEVELOPMENT PLANS have been prepared by a registered professional engineer and have been submitted to and approved by the DIRECTOR OF PWD and COUNCIL.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT CONTRACT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY, OWNER and DEVELOPER agree as follows:

ARTICLE 1
DEFINITIONS

1.1 TERMS. The following terms, unless elsewhere defined specifically in the DEVELOPMENT CONTRACT, 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 DEVELOPER. "DEVELOPER" means Kath Fuel Oil Service Co., a Minnesota corporation, and its successors and assigns.

1.4 OWNER. "OWNER" means Kath Fuel Oil Service Co., a Minnesota corporation, and its successors and assigns.

1.5 PLAT. "PLAT" means the plat of Holiday Station Store Inver Grove Heights, comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

1.6 DEVELOPMENT PLANS. "DEVELOPMENT PLANS" means all the plans, drawings, specifications and surveys identified and checked on the attached Exhibit B, and hereby incorporated by reference and made a part of this DEVELOPMENT CONTRACT.

1.7 DEVELOPMENT CONTRACT. "DEVELOPMENT CONTRACT" means this contract by and among the CITY, OWNER and DEVELOPER.

1.8 COUNCIL. "COUNCIL" means the Council of the City of Inver Grove Heights.

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

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

1.11 COUNTY. "COUNTY" means Dakota County, Minnesota.

1.12 OTHER REGULATORY AGENCIES. "OTHER REGULATORY AGENCIES" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department

- d.) Water Management Organization
- e.) Metropolitan Council
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS

1.13 UTILITY COMPANIES. "UTILITY COMPANIES" means and includes, jointly and severally, the following:

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

1.14 PRIOR EASEMENT HOLDERS. "PRIOR EASEMENT HOLDERS" means and includes, jointly and severally, all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the PLAT or transferred pursuant to this DEVELOPMENT CONTRACT.

1.15 DEVELOPER IMPROVEMENTS. "DEVELOPER IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified in Article 4 and on the attached Exhibits C-1 and C-2.

1.16 CITY IMPROVEMENTS. "CITY IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit D.

1.17 DEVELOPER PUBLIC IMPROVEMENTS. "DEVELOPER PUBLIC IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit C that are further labeled "public". DEVELOPER PUBLIC IMPROVEMENTS are improvements to be constructed by the DEVELOPER within public right-of-way or public easements and which are to be approved and later accepted by the CITY. DEVELOPER PUBLIC IMPROVEMENTS are part of DEVELOPER IMPROVEMENTS.

1.18 DEVELOPER DEFAULT. "DEVELOPER DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof:

- a.) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT CONTRACT;
- b.) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS.

- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) breach of the DEVELOPER WARRANTIES.

1.19 FORCE MAJEURE. "FORCE MAJEURE" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area); riots; insurrections; labor strikes; unavailability of materials; war or civil disorder affecting the performance of work; blockades; power or other utility failures; fires or explosions; and other factors beyond DEVELOPER's reasonable control, despite DEVELOPER's best and diligent efforts, and not reasonably anticipated.

1.20 DEVELOPER WARRANTIES. "DEVELOPER WARRANTIES" means that the DEVELOPER hereby warrants and represents the following:

- A. **AUTHORITY.** DEVELOPER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- B. **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- C. **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- D. **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or

other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

F. **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

G. **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.

H. **WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

All trees, landscaping, grass, and sod associated with the DEVELOPER PUBLIC IMPROVEMENTS and erosion control shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.

The warranty period for water main, sanitary sewer, drainage and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the drainage and erosion control improvements shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements.

I. **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.

- 1.21 **OWNER WARRANTIES.** "OWNER WARRANTIES" means that the OWNER hereby warrants and represents the following:
- A. **AUTHORITY.** OWNER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
 - B. **NO DEFAULT.** OWNER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. OWNER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by OWNER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
 - C. **PRESENT COMPLIANCE WITH LAWS.** OWNER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and OWNER is not aware of any pending or threatened claim of any such violation.
 - D. **CONTINUING COMPLIANCE WITH LAWS.** OWNER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
 - E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting OWNER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. OWNER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
 - F. **FULL DISCLOSURE.** None of the representations and warranties made by OWNER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by OWNER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
 - G. **PLAT COMPLIANCE.** To OWNER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and

federal laws and regulations, including but not limited to, environmental regulations.

H. **FEE TITLE.** Kath Fuel Oil Service Co., a Minnesota corporation, owns fee title to the property within the PLAT.

1.22 **CITY WARRANTIES.** "CITY WARRANTIES" means that the CITY hereby warrants and represents as follows:

A. **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.

B. **AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

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

If to CITY:	City of Inver Grove Heights Attention: Director of Public Works Inver Grove Heights City Hall 8150 Barbara Avenue Inver Grove Heights, MN 55077
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If to OWNER: DEVELOPER	Kath Fuel Oil Service Co. 3096 N Rice Street Little Canada, MN 55113
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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.

1.24 **PHASE 1 IMPROVEMENTS.** "PHASE 1 IMPROVEMENTS" means those DEVELOPER IMPROVEMENTS identified on Exhibit C-1 and Exhibit F-1. PHASE 1 IMPROVEMENTS include, but are not limited to the overall grading, drainage and erosion control measures for the PLAT, the installation of storm sewer facilities and landscaping/restoration.

1.25 **PHASE 2 IMPROVEMENTS.** "PHASE 2 IMPROVEMENTS" means those DEVELOPER IMPROVEMENTS identified on Exhibit C-2 and Exhibit F-2. PHASE 2 IMPROVEMENTS include, but are not limited to, the sewer and water utilities to serve the PLAT, the parking lot, and installation of the access road.

ARTICLE 2

PLAT APPROVAL

2.1. PLAT APPROVAL. Subject to the terms and conditions of this DEVELOPMENT CONTRACT, the CITY hereby approves the recording of the PLAT. The DEVELOPMENT PLANS are hereby approved by the CITY.

2.2 PLAT DENSITY. The parties mutually acknowledge that it is the intention to develop the entire PLAT in accord with the approved zoning.

2.3 RECORDING OF PLAT. The DEVELOPER shall record the PLAT and this DEVELOPMENT CONTRACT with the COUNTY Recorder within thirty (30) days of release of the PLAT to the DEVELOPER for recording. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the PLAT and this DEVELOPMENT CONTRACT have been recorded with the COUNTY Recorder.

ARTICLE 3

CITY IMPROVEMENTS

3.1 CITY IMPROVEMENTS. The CITY is not undertaking any CITY IMPROVEMENTS with respect to the PLAT except as stated on Exhibit D.

ARTICLE 4

DEVELOPER IMPROVEMENTS

4.1 DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the City Engineer Memos on file with the CITY Engineer (referenced in Exhibit B of this DEVELOPMENT CONTRACT). The DEVELOPER shall be responsible for the cost of installing any gas, electric, telephone, cable, and other private utilities.

The DEVELOPER IMPROVEMENTS shall be completed by the dates shown on Exhibits C-1 and C-2, except as completion dates are extended by subsequent written action of the DIRECTOR OF PWD. Failure of the CITY to promptly take action to enforce this DEVELOPMENT CONTRACT after expiration of time by which the DEVELOPER IMPROVEMENTS are to be completed shall not waive or release any rights of the CITY; the CITY may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the DEVELOPER IMPROVEMENTS are completed in accordance with the DEVELOPMENT PLANS.

4.2 GROUND MATERIAL. The DEVELOPER shall insure that adequate and suitable ground material shall exist in the areas of DEVELOPER PUBLIC IMPROVEMENTS and shall guarantee the removal, replacement or repair of substandard or unstable material in accordance with the DEVELOPMENT PLANS. The cost of said removal, replacement or repair is

the responsibility of the DEVELOPER.

4.3 GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities adequate to serve the PLAT in accordance with the DEVELOPMENT PLANS. The OWNER and DEVELOPER agree that the PLAT and DEVELOPMENT PLANS depicted all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the CITY shall be on the PLAT or in writing, in recordable form, and on the standard easement form of the CITY, and on such other terms and conditions as the CITY shall determine; such easements shall be delivered to the CITY contemporaneously with execution of this DEVELOPMENT CONTRACT. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS. In the event that the DEVELOPER fails to complete the grading of the site in conformance with the DEVELOPMENT PLANS by the date stipulated in Exhibits C-1 and C-2, the CITY may declare the DEVELOPER in default pursuant to Article 14.

4.4 STREET SIGNS. The DEVELOPER shall be financially responsible for the installation of street identification signs and non-mechanical and non-electrical traffic control signs. Street signs will be in conformance with the names as indicated on the PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel.

4.5 BOULEVARD AND AREA RESTORATION. The DEVELOPER shall seed or lay cultured sod in all boulevards to the extent depicted in the DEVELOPMENT PLANS within 30 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan, over the entire PLAT. Upon request of the PWD, the DEVELOPER shall remove the silt fences after grading and construction have occurred.

4.6 EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan has been detailed on the DEVELOPMENT PLANS. The DEVELOPER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS or become necessary subsequent thereto. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until the property in the PLAT is final graded and improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall re-seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. The CITY reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after FORMAL NOTICE by the CITY as stated in Article 14. The DEVELOPER shall be financially responsible for payment for this extra work.

ARTICLE 5
PARK CONTRIBUTION REQUIREMENTS

5.1 PARK CONTRIBUTION. The DEVELOPER shall comply with the park contribution requirements, if any, as stated in Exhibit E.

ARTICLE 6
OTHER PERMITS

6.1 PERMITS. The DEVELOPER shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES, and the PRIOR EASEMENT HOLDERS. Major design requirements of any such entities shall be determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the DEVELOPER. The DEVELOPER shall defend and hold the CITY harmless from any action initiated by the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES and the PRIOR EASEMENT HOLDERS resulting from such failures of the DEVELOPER.

ARTICLE 7
OTHER DEVELOPMENT REQUIREMENTS

7.1 MISCELLANEOUS REQUIREMENTS. Any additional requirements to approval of the PLAT and DEVELOPMENT PLANS as specified by the COUNCIL are incorporated herein, as set forth in Exhibit E.

ARTICLE 8
DEVELOPER PUBLIC IMPROVEMENTS

8.1 APPROVAL OF CONTRACTORS AND ENGINEER. Any contractor or engineer preparing plans and specifications selected by the DEVELOPER to design, construct or install any DEVELOPER PUBLIC IMPROVEMENTS must be approved in writing by the DIRECTOR OF PWD.

8.2 CONSTRUCTION. The construction, installation, materials and equipment related to DEVELOPER PUBLIC IMPROVEMENTS shall be in accord with the DEVELOPMENT PLANS. The DEVELOPER shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The DEVELOPER shall notify the CITY in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any DEVELOPER PUBLIC IMPROVEMENTS.

8.3 INSPECTION. The PWD or its designated representative shall periodically

inspect the DEVELOPER PUBLIC IMPROVEMENTS installed by the DEVELOPER, its contractors, subcontractors or agents. The DEVELOPER shall notify the PWD two (2) working days prior to the completion of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the CITY an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than two (2) working days, to inspect the improvements. Failure to notify the CITY to allow it to inspect said work shall result in the CITY's right pursuant to Article 15 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The DEVELOPER shall fully and faithfully comply with all terms of any and all contracts entered into by the DEVELOPER for the installation and construction of all of the DEVELOPER PUBLIC IMPROVEMENTS; and the DEVELOPER shall obtain lien waivers. Within thirty (30) days after FORMAL NOTICE, or if not reasonably curable within thirty (30) days, then within such additionally reasonable time to effect the cure, the DEVELOPER shall repair or replace, as directed by the CITY and at the DEVELOPER's sole cost and expense, any work or materials relating to DEVELOPER PUBLIC IMPROVEMENTS that within the warranty periods of Sections 1.20(H) become defective or damaged in the reasonable opinion of the CITY.

8.5 CITY ACCEPTANCE. The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in the following documents:

- Stormwater Facilities Maintenance Agreement

If the DEVELOPER PUBLIC IMPROVEMENTS do not conform, FORMAL NOTICE shall be given to the DEVELOPER of the need for repair or replacement or, in its discretion, the CITY may proceed under Article 14.

8.6 ENGINEERING SUBMITTALS / AS BUILT INFORMATION. One (1) copy (in AUTOCAD format), of the detailed record plan "as built" drawings of the DEVELOPER PUBLIC IMPROVEMENTS shall be provided by the DEVELOPER in accord with CITY standards no later than 90 days after completion and acceptance of the DEVELOPER PUBLIC IMPROVEMENTS by the CITY, unless otherwise approved in writing by the PWD. If the record plans are not provided to the CITY within the 90 days, the CITY may have the work

done and pay for it with the DEVELOPER'S sureties. In addition, final quantity tabulations shall be required, which must include the following items on the record plans:

1. All as built submittals require a survey to be completed for any improved and adjusted areas within the project extent. All as built survey data collection must be within an accuracy tolerance of 0.10' horizontal and 0.05' vertical, based on the project's horizontal and vertical datum. The as built survey must be completed on current Dakota County Coordinates and NAVD88 and performed by or under the direct supervision of a Registered Land Surveyor.
2. Two ties to all curb boxes and gate valves.
3. All hydrant gate valves tied back to the hydrant.
4. All ties shall be 100 feet or less.
5. Top nut elevation of all hydrants.
6. Rim and invert elevations on all manholes and catch basins.
7. Apron invert elevations on all flared end structures and storm sewer stubs.
8. Invert elevations on all sanitary and water service stubs.
9. Two ties to all sewer and water service locations.
10. Main line stationing for all sanitary sewer wyes and water main corporations.
11. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, side slopes and grade breaks to verify the volume of each pond. The as built must also verify emergency overflow elevations and locations. This as built plan shall be Certified (signature with current date and MN state licensure number) as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 13).
12. Copy of final plat shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. Final plat drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF.
13. Final as built information shall be submitted in an electronic format and must be on

the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as built drawings must be the approved plans modified to reflect as built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

14. Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.
15. Survey Coordinates on all stormwater facilities and related appurtenances such as valves.
16. Final as built information shall be submitted in an Esri compliant Geodatabase format compatible with the City's Geographic Information System (GIS). An Esri compliant Geodatabase template will be made available by the CITY which will specify all features and critical attributes required. All features submitted must adhere to as built survey requirements (see item 1). All features and critical attributes must be complete and consistent with submitted as built plans. The as built submittal must follow the geodatabase template provided by the CITY for acceptance.

ARTICLE 9

RESPONSIBILITY FOR COSTS

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

9.2 CITY MISCELLANEOUS EXPENSES. The DEVELOPER shall reimburse the CITY for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the CITY in connection with this DEVELOPMENT CONTRACT, and PLAT approval and acceptance and authorization of improvements. Such expenses shall be itemized on reasonably detailed invoices describing services, rates, time, person performing the services and the date of such expenses. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

9.3 ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT CONTRACT, including reasonable engineering and reasonable attorneys' fees.

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

ARTICLE 10
DEVELOPER WARRANTIES

10.1 STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby makes and states the DEVELOPER WARRANTIES.

ARTICLE 11
OWNER WARRANTIES

11.1 STATEMENT OF OWNER WARRANTIES. The OWNER hereby makes and states the OWNER WARRANTIES.

ARTICLE 12
CITY WARRANTIES

12.1 STATEMENT OF CITY WARRANTIES. The CITY hereby makes and states the CITY WARRANTIES.

ARTICLE 13
INDEMNIFICATION OF CITY

13.1 INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim, loss or damage, DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b.) if commenced, failure of the DEVELOPER to timely construct the DEVELOPER PUBLIC IMPROVEMENTS according to the DEVELOPMENT PLANS;
- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) failure by the DEVELOPER to pay contractors, subcontractors,

laborers, or materialmen;

- e.) failure by the DEVELOPER to pay for materials;
- f.) approval by the CITY of the PLAT;
- g.) approval by the CITY of the DEVELOPMENT PLANS;
- h.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- i.) if commenced, construction of the DEVELOPER IMPROVEMENTS;
- j.) delays in construction of the DEVELOPER PUBLIC IMPROVEMENTS;
- k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

13.2 NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 13.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim, or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

13.3 DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Sections 13.1 and 13.2 above, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the DEVELOPER will pay all costs and expenses including reasonable attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 14

CITY REMEDIES UPON DEVELOPER DEFAULT

14.1 CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT within thirty (30) days, or such other reasonable time, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;
- b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY to the extent reasonably related to the DEVELOPER DEFAULT;
- c.) the CITY may collect on the irrevocable letter of credit or cash deposit pursuant to Article 15 hereof to the extent reasonably necessary to cure the DEVELOPER DEFAULT;
- d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the DEVELOPER DEFAULT;
- e.) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom; including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

14.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT CONTRACT is breached by the DEVELOPER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach

hereunder. All waivers by the CITY must be in writing.

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

14.4 EMERGENCY. Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER a thirty (30) day period to cure the DEVELOPER DEFAULT, in the event of an emergency resulting from a DEVELOPER DEFAULT presenting an immediate threat to health or safety or presenting an immediate threat that will likely result in property damage unless immediately addressed as reasonably determined by the DWP, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the thirty (30) day period to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom; including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 15

ESCROW DEPOSIT FOR PHASE 1 IMPROVEMENTS

15.1 ESCROW REQUIREMENT FOR PHASE 1 IMPROVEMENTS. Prior to the CITY allowing the PLAT to be recorded and prior to the DEVELOPER beginning construction of the PHASE 1 IMPROVEMENTS, the DEVELOPER shall deposit with the City an irrevocable letter of credit, cash deposit or other security acceptable to the City for the amount stated in **Exhibit F-1**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached **Exhibit F-1**. The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The

irrevocable letter of credit shall be for a term ending December 31, 2021. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of not earlier than December 31, 2021, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the DEVELOPER with the terms of this Agreement. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 13.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

- a.) a DEVELOPER DEFAULT; or
- b.) upon the CITY receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2021.

The CITY shall use the letter of credit proceeds or cash deposit proceeds to reimburse the CITY for its costs and to cause the PHASE 1 IMPROVEMENTS listed on Exhibit C-1 to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such PHASE 1 IMPROVEMENTS listed on **Exhibit C-1** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 14.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 14.2 from time to time as financial obligations are paid.

15.2 ESCROW RELEASE AND ESCROW INCREASE; PHASE 1 IMPROVEMENTS. Periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific PHASE 1 IMPROVEMENTS, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the CITY and expiration of the warranty period under Section 1.19(H) hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post an irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom which letter of credit or cash deposit may be issued either in the name of the DEVELOPER or its general contractor. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the CITY deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting CITY inspection, then the

CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

15.3 ESCROW REQUIREMENT FOR PHASE 2 IMPROVEMENTS. Prior to the DEVELOPER beginning construction of the PHASE 2 IMPROVEMENTS, the DEVELOPER shall deposit with the City an irrevocable letter of credit, cash deposit or other security acceptable to the City for the amount stated in **Exhibit F-2**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached **Exhibit F-2**. The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2021. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of not earlier than December 31, 2021, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the DEVELOPER with the terms of this Agreement. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 13.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

- a.) a DEVELOPER DEFAULT; or
- b.) upon the CITY receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2021.

The CITY shall use the letter of credit proceeds or cash deposit proceeds to reimburse the CITY for its costs and to cause the PHASE 2 IMPROVEMENTS listed on Exhibit C-2 to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such PHASE 2 IMPROVEMENTS listed on **Exhibit C-2** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 15.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 15.2 from time to time as financial obligations are paid.

15.4 ESCROW RELEASE AND ESCROW INCREASE; PHASE 2 IMPROVEMENTS. Periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific PHASE 2 IMPROVEMENTS, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed

improvements shall be held until acceptance by the CITY and expiration of the warranty period under Section 1.19(H) hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post an irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom which letter of credit or cash deposit may be issued either in the name of the DEVELOPER or its general contractor. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the CITY deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 16 **MISCELLANEOUS**

16.1 CITY'S DUTIES. The terms of this DEVELOPMENT CONTRACT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS, if the DEVELOPER fails to complete the DEVELOPER IMPROVEMENTS.

16.2 ADDITIONAL IMPROVEMENTS. If the DEVELOPER requests the CITY to construct the DEVELOPER PUBLIC IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER PUBLIC IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or may draw the irrevocable letter of credit or cash deposit. If the CITY specially assesses the cost of any portion thereof and if the amount assessed is in an amount no more than agreed to in writing by the DEVELOPER prior to commencement of the DEVELOPER PUBLIC IMPROVEMENTS, then the OWNER and DEVELOPER hereby waive any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the PLAT. The OWNER and DEVELOPER waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The OWNER and DEVELOPER acknowledge that the benefit from the improvements equal or exceed the amount of the special assessments.

16.3 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the CITY or OWNER or DEVELOPER under this DEVELOPMENT CONTRACT.

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

16.5 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded

with the COUNTY Recorder and the OWNER and DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

16.6 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT CONTRACT shall run with the land in the PLAT and shall be binding upon the successors and assigns of the OWNER and DEVELOPER. This DEVELOPMENT CONTRACT shall also run with and be binding upon any after acquired interest of the OWNER and DEVELOPER in the land made the subject of the PLAT.

16.7 CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT without the written permission of the COUNCIL. The DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

16.8 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT CONTRACT 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 DEVELOPMENT CONTRACT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT CONTRACT, waive compliance by another with any of the covenants contained in this DEVELOPMENT CONTRACT, 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 DEVELOPMENT CONTRACT. 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 DEVELOPMENT CONTRACT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

16.9 GOVERNING LAW. This DEVELOPMENT CONTRACT shall be governed by and construed in accordance with the laws of the State of Minnesota.

16.10 COUNTERPARTS. This DEVELOPMENT CONTRACT 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.

16.11 HEADINGS. The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT CONTRACT are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

16.12 INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT CONTRACT, then the DEVELOPMENT PLANS shall prevail.

16.13 ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the real property in the PLAT to perform all inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS. The

DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the real property in the PLAT to complete DEVELOPER PUBLIC IMPROVEMENTS if the DEVELOPER fails to cure the DEVELOPER DEFAULT as required by this DEVELOPMENT CONTRACT.

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

IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT CONTRACT.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 26th day of November, 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

**OWNER AND DEVELOPER:
KATH FUEL OIL SERVICE CO.**

By: _____
Stephen R. Dahl
Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared Stephen R. Dahl, to me personally known, who being by me duly sworn, did say that he is the President of Kath Fuel Oil Service Co., a Minnesota corporation, and that the foregoing instrument was executed on behalf of Kath Fuel Oil Service Co. by authority of the President of said corporation.

Notary Public

This Instrument Was 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 This
Instrument To:**

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

EXHIBIT A
LEGAL DESCRIPTION
OF PLAT OF HOLIDAY STATION STORE INVER GROVE HEIGHTS

Real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, legally described as:

Lot 1, Block 1, Holiday Station Store Inver Grove Heights, Dakota County, Minnesota,

AND

Outlot A, Holiday Station Store Inver Grove Heights, Dakota County, Minnesota,

according to the recorded plat thereof on file and of record with the office of the Dakota County Recorder, Dakota County, Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Site Plan (SP)	10-25-18	Insites
Site Dimension Plan (SP1)	10-25-18	Insites
Site Keynote Plan (SP1.1A)	10-25-18	Insites
Site Keynote Plan (SP1.1B)	10-25-18	Insites
Grade Plan (SP2)	10-25-18	Insites
Grade Plan (SP2.1)	10-25-18	Insites
Storm Sewer Plan (SP3)	10-25-18	Insites
Utility Plan (SP4)	10-25-18	Insites
Additional Notes and Details (SP4.1)	10-25-18	Insites
Watermain Plan & Profile (SP4.2)	10-25-18	Insites
Sanitary Sewer Plan & Profile (SP4.3)	10-25-18	Insites
Storm Sewer Plan & Profile (SP4.4)	10-25-18	Insites
Road Access Plan & Profile (SP4.5)	10-25-18	Insites

Site Plan Details (SP5)	10-25-18	Insites
Site Plan Details (SP6)	10-25-18	Insites
Turning Plan (SPT)	10-25-18	Insites
Erosion Control Plan (SWP1)	10-25-18	Insites
Erosion Control Notes (SWP2 and SWP3)	10-25-18	Insites
Erosion Control Details (SWP4)	10-25-18	Insites
Landscape Plan (L1 and L1.1)	10-25-18	Insites
Electrical Site Plan (E0)	10-25-18	Architectural Consortium
Electrical Site Lighting Photometrics (E7)	10-25-18	Architectural Consortium
Exterior Elevations (A1 and A2)	10-25-18	Architectural Consortium
Store Fixture Plan (F1)	10-25-18	Architectural Consortium

The above-listed Development Plans were approved by the City Engineer on October 31, 2018.

The Development Plans also include compliance by the Developer with those conditions set forth in the following documents relating to the PLAT:

1. Memo to Allan Hunting, City Planner, from Tom Kaldunski, City Engineer, dated July 18, 2017 related to City Project No. 2016-08 (T.H. 3 and 70th Street Intersection Improvements – Roundabout);
2. Memo to Heather Botten, Associate Planner, from Tom Kaldunski, City Engineer, dated March 27, 2018;
3. Memo to Tom Kaldunski, City Engineer, from Todd Shoemaker at Wenck dated April 11, 2018;

4. Letter to Tom Kaldunski from Eric Seaburg at Bolton & Menk dated April 23, 2018;
5. Memo to Heather Botten, Associate Planner, from Tom Kaldunski, City Engineer, dated May 8, 2018.

The above-listed documents are on file with the City.

The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer.

EXHIBIT C-1
PHASE 1 IMPROVEMENTS

The items checked with an "X" below are the PHASE 1 IMPROVEMENTS. The items checked with "PUBLIC" below are those PHASE 1 IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit or by 12-31-19, whichever occurs first	general site grading, drainage and erosion control
X PUBLIC	prior to obtaining a certificate of occupancy or by 12-31-19, whichever occurs first	installation of storm sewer facilities on Lot 1, Block 1, Holiday Station Store Inver Grove Heights
X	prior to obtaining a certificate of occupancy or by 12-31-19, whichever occurs first	landscaping

The City Engineer and/or Director of Public Works reserve the right to extend the above completion dates, if requested by Developer, to a date reasonably determined by the City. All deadlines are subject to extension, as needed, on account of Force Majeure events.

Note: Landscaping must be completed prior to issuance of certificate of occupancy, provided, however, if the request for the certificate of occupancy is made in the months of October through April and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the City shall issue the certificate of occupancy and the Developer is then required to complete the landscaping no later than the following June 15th.

EXHIBIT C-2
PHASE 2 IMPROVEMENTS

The items checked with an "X" below are the PHASE 2 IMPROVEMENTS. The items checked with "PUBLIC" below are those PHASE 2 IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a certificate of occupancy or by 12-31-19, whichever occurs first	extension of sanitary sewer service line
X	prior to obtaining a certificate of occupancy or by 12-31-19, whichever occurs first	extension of water service line
X	prior to obtaining a certificate of occupancy or by 12-31-19, whichever occurs first	storm water facilities (including wet detention basin and two foot clay liner) on Lot 1, Block 1, Holiday Station Store Inver Grove Heights
X PUBLIC	prior to obtaining a certificate of occupancy or by 12-31-19, whichever occurs first	installation of access road to billboard easement area on Outlot A, Holiday Station Store Inver Grove Heights
X	prior to obtaining a certificate of occupancy or by 12-31-19, whichever occurs first	installation of parking lots

The City Engineer and/or Director of Public Works reserve the right to extend the above completion dates, if requested by Developer, to a date reasonably determined by the City. All deadlines are subject to extension, as needed, on account of Force Majeure events.

EXHIBIT D
CITY IMPROVEMENTS

The City and Dakota County are entering into a Joint Powers Agreement to construct City Project No. 2016-08 [Trunk Highway 3 / 70th Street (CSAH 26) Intersection Improvements] (State Aid Project No. 178-020-027) (hereafter the "Project").

As part of the Project, the City and County, at its expense, will be extending an 8" watermain to service the plat of Holiday Station Store Inver Grove Heights. The City will pay the cost of the watermain extension to service the plat. The City and County will include substantially the following language in the utility specifications for the Project:

The watermain along 70th Street from Highway 3 to the east side of the future driveway of the Holiday Station store located on the plat of Holiday Station Store Inver Grove Heights must be completed in the first phase of the Project. The 8" watermain must be installed and operational for the Holiday Station store by June 15, 2019. Operational includes all pressure testing and bug testing of the main ensuring potable water is available.

The water improvements along 70th Street from Highway 3 to a point easterly of the new driveway for the Holiday Station Store are proposed to be funded by City Northwest Area Utility Funds.

EXHIBIT E
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES PLAT TO BE RECORDED.** Before the CITY releases the PLAT for recording with Dakota County, all of the following conditions must be satisfied:
 - a.) DEVELOPER and Owner must execute this DEVELOPMENT CONTRACT.
 - b.) DEVELOPER must provide the irrevocable letter of credit or cash deposit or other form of security acceptable to the CITY for the respective amounts stated in Article 15 and on Exhibits F-1 and F-2 of this DEVELOPMENT CONTRACT.
 - c.) Developer must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT; and DEVELOPER must further escrow the amount of \$5,000 with the CITY for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F-2.
 - d.) DEVELOPER and OWNER must provide title evidence in the form of a title insurance policy that shows that the OWNER owns the property within the PLAT.
 - e.) DEVELOPER AND OWNER must execute or cause to be executed and deliver the documents listed in paragraph 7 of this Exhibit E. The form of the documents shall be subject to the approval of the City Attorney.
 - f.) DEVELOPER must provide to the CITY the cash deposit for engineering inspection fees stated on Exhibit F-2 of this DEVELOPMENT CONTRACT.
 - g.) The PLAT must be approved by Dakota County.
 - h.) All required plans must be submitted to the City Engineer and approved by the City Engineer.
- 2.) **BUILDING PERMIT.** Prior to issuance of a building permit and in any event no later than December 31, 2019, whichever occurs first, the following conditions must be met:
 - a.) All the conditions in Paragraph 1 of this Exhibit E have been met.
 - b.) The PLAT is recorded with the Dakota County Recorder.
 - c.) The DEVELOPMENT CONTRACT and all of the documents listed in paragraph 7 of this Exhibit E have been recorded and the DEVELOPER has provided evidence

to the CITY of such recording.

- d.) Grading, drainage and erosion control are complete. **

****Note:** With respect to Developer Improvements that are required to be completed prior to obtaining a building permit, the City Engineer and/or Director of Public Works may allow Developer to begin construction activities relating to those Developer Improvements once final plans have been approved by the City Engineer and a surety has been received from the Developer. The City Engineer and/or Director of Public Works may impose reasonable conditions to assure completion of the Developer Improvements.

- 3.) **CERTIFICATE OF OCCUPANCY.** Prior to December 31, 2019, or prior to the issuance of a certificate of occupancy, whichever occurs first, the following conditions must be met:

- a.) Extension of sanitary sewer service line is complete.
- b.) Extension of water service line is complete.
- c.) Installation of storm sewer facilities is complete.
- d.) Storm water facilities are installed.
- e.) Installation of access road to billboard easement area is complete.
- f.) The parking lots have been installed.
- g.) The landscaping/restoration is complete per the landscaping plan. *
- h.) As-built plans per City standard must be submitted to the City Engineer after project completion and prior to release of the Engineering Escrow referenced in Exhibit F-2.

***Note:** Landscaping must be completed prior to issuance of certificate of occupancy, provided, however, if the request for the certificate of occupancy is made in the months of October through April and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the City shall issue the certificate of occupancy and the Developer is then required to complete the landscaping no later than the following June 15th.

- 4.) **PARK CONTRIBUTION FEE.** The park contribution fee for the property made the subject of the PLAT has been previously satisfied. DEVELOPER is not obligated to pay an additional park contribution fee to the City relating to the plat of Holiday Station Store Inver Grove Heights.

- 5.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F-1 and F-2 includes an appropriate amount as determined by the Director of Public Works to assure that the DEVELOPER

removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.

- 6.) **STREET LIGHTING.** There is not a street lighting agreement associated with the plat of Holiday Station Store Inver Grove Heights.

- 7.) **OTHER AGREEMENTS.** The DEVELOPER and OWNER must comply with the following requirements and execute or cause to be executed the agreements set forth below:

- a. OWNER must execute this Development Contract for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- b. OWNER must execute a Pedestrian Trail Easement between the OWNER and CITY for the PLAT.

The above-listed easement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- c. OWNER must execute a Storm Water Facilities Maintenance Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- d. OWNER shall convey Outlot A, Holiday Station Store Inver Grove Heights to the CITY by way of a Warranty Deed executed by OWNER. The Warranty Deed will reserve unto OWNER an easement for a billboard easement area as well as access over Outlot A, Holiday Station Store Inver Grove Heights to access the billboard easement area.

OWNER shall provide the Warranty Deed to the CITY. The CITY shall approve the legal description for the billboard easement area. The above-listed document must be executed at the time the PLAT is recorded and must be recorded with the PLAT. OWNER shall provide a fully executed copy of the Warranty Deed to the CITY prior to the CITY releasing the

PLAT.

The agreements and documents listed in this paragraph 7 (a) through (d), inclusive, must be recorded prior to any mortgage relating to the PLAT.

- 8.) **RETAINING WALL REQUIREMENTS.** Prior to the City issuing a building permit for the PLAT all retaining wall permits (if required) must be issued by the City. If applicable, prior to the City granting a certificate of occupancy for the PLAT, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.

- 9.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction within the PLAT shall comply with the following (Erosion Control Forms):

- a. Silt Fence dated April 2011 and identified as Plate No. EC-02;
- b. Rock Construction Entrance dated April 2011 and identified as Plate No. EC-03;
- c. Storm Sewer Inlet Protection dated April 2011 and identified as Plate No. EC-04;
- d. Sediment Log Installation dated March 2015 and identified as Plate No. EC-07.

The Erosion Control Forms are on file with the CITY. The DEVELOPER must make the builder aware of the above identified Erosion Control Forms and must provide a copy of the above-described Erosion Control Forms to the contractor. The contractor must execute the Notice of Erosion Control Requirement for Construction (on file with the CITY) when a building permit is obtained.

- 10.) **PERMITS.** DEVELOPER and OWNER is responsible to obtain all necessary permits for construction of the IMPROVEMENTS within the PLAT including, but not limited to, the following:

- Mn/DOT – drainage permit
- MPCA –sewer extension permit
- MPCA – NPDES General Stormwater permit
- MCES – sewer extension permit
- MN Department of Health – permit for the watermain extension
- CITY Building Department permits for the building, sewer and water services and retaining walls

- 11.) **OUTLOT A.** OWNER is conveying Outlot A, Holiday Station Store Inver Grove Heights to the CITY by way of a Warranty Deed. The Warranty Deed will reserve unto OWNER an easement for a billboard and access purposes over Outlot A, Holiday Station Store Inver Grove Heights. The form of the Warranty Deed and the legal description for the billboard easement area shall be approved by the CITY.

- 12.) **ACCESS ROAD FOR STORMWATER FACILITIES ON LOT 1, BLOCK 1.** DEVELOPER and OWNER will use the approved access route to access its stormwater facilities on Lot 1, Block 1, Holiday Station Store Inver Grove Heights. The approved access route is depicted on that certain Site Plan (SP), Site Dimension Plan (SP1), Site Keynote Plan (SP1.1A) and Site Keynote Plan (SP1.1B) dated October 25, 2018 prepared by Insites and approved by the City Engineer on October 31, 2018.
- 13.) **PEDESTRIAN TRAIL EASEMENT.** A condition of approval of the PLAT is that the OWNER grant a 20 foot wide pedestrian trail easement along the westerly side of the PLAT for future connection to the county trail system. OWNER shall grant a pedestrian trail easement to the CITY as required under paragraph 7 of this Exhibit E.

EXHIBIT F-1
ESCROW CALCULATION
FOR PHASE 1 IMPROVEMENTS

1.)	Site Grading, Drainage and Erosion Control	\$228,175
2.)	Storm Sewer Facilities	\$49,925
3.)	Landscaping/Restoration	\$21,900
4.)	Construction Debris Clean-up	\$10,000
5.)	Certified As-built Plans	\$5,000

TOTAL ESTIMATE:	\$315,000
	x 1.25
	\$393,750

LETTER OF CREDIT AMOUNT:	\$393,750
(for Phase I Improvements)	

EXHIBIT F-2
ESCROW CALCULATION
FOR PHASE 2 IMPROVEMENTS

1.)	Utilities (sanitary sewer service line and water service line)	\$
2.)	Parking lot	\$
3.)	Access road to billboard easement area	\$
4.)	Construction Debris Clean-up	\$
5.)	Certified As-built Plans	\$
TOTAL ESTIMATE:		\$
		<u>x 1.25</u>
		\$
LETTER OF CREDIT AMOUNT: (for Phase 2 Improvements)		\$

EXHIBIT F-2
ESCROW CALCULATION
(Continued)

In addition to the Escrow Amount for Developer Improvements set forth above, the DEVELOPER shall also deposit \$ _____ in cash with the CITY (hereafter "Engineering Escrow Amount") contemporaneously with execution of this DEVELOPMENT CONTRACT.

This Engineering Escrow Amount shall be used to pay the CITY for engineering inspection, attorney's expenses, staff review time, assurance for sediment/erosion control compliance and maintenance requirements at the CITY's standard rates charged for such tasks; the CITY shall keep records of the tasks performed and the hours spent in performing the tasks and the personnel that performed the tasks.

Subject to the following paragraph, upon satisfactory completion of the DEVELOPER IMPROVEMENTS, the CITY shall return to the DEVELOPER any remaining portion of the Engineering Escrow Amount not otherwise charged the DEVELOPER for engineering inspection performed by the CITY.

Twenty-five percent (25%) of this Engineering Escrow Amount shall be retained by the CITY (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the CITY to pay for the cost of any corrections for deficiencies or problems related to DEVELOPER IMPROVEMENTS listed on Exhibit C-1 and C-2 or Exhibit F-1 and F-2 or related to turf establishment, grading, drainage and erosion control and landscaping and to pay to protect against further deficiencies or problems.

The CITY shall return to the DEVELOPER any remaining Escrow Retainage of the original \$ _____ when the following events have occurred:

- a.) All of the lawn or vegetative cover has been established to the sole satisfaction of the CITY.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to the DEVELOPER IMPROVEMENTS listed on Exhibit C-1 or C-2 or Exhibit F-1 and F-2 or related to turf establishment, grading, drainage, erosion control and landscaping exceed the initially deposited \$ _____ Engineering Escrow Amount, the DEVELOPER is responsible for payment of such excess within thirty (30) days after billing by the CITY.

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR STORM WATER FACILITIES LOCATED ON
LOT 1, BLOCK 1, HOLIDAY STATION STORE INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 26th day of November, 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Kath Fuel Oil Service Co., a Minnesota corporation (hereafter referred to as “Landowner and “Responsible Owner”).

Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means Kath Fuel Oil Service Co., a Minnesota corporation, and its successors and assigns.

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

The fee title owner of Lot 1, Block 1, Holiday Station Store Inver Grove Heights, and the successors and assigns of such fee title owner.

1.5 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 wet detention basins, clay liners, storm sewer pipes, inlets, control outlet structures, valves, treatment manholes, riprap, catch basins, ditch checks, drainage swales, faircloth skimmer discharge system, dewatering bag, planting palette and related stormwater appurtenances lying within the Landowner Property.

1.6 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Grade Plan (SP2 and SP2.1) and Erosion Control Plan (SWP1) and Erosion Control Notes (SWP2, SWP3 and SWP4) dated October 25, 2018 prepared by Insites and approved by the City Engineer on October 31, 2018. The Storm Water Facility Plan is on file with the City.

1.7 Landowner Property. “Landowner Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A.**

1.8 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 Lot 1, Block 1, Holiday Station Store Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2. Landowner has requested that the City approve development plans in connection with the development of Lot 1, Block 1, Holiday Station Store Inver Grove Heights.

Recital No. 3. The Storm Water Facilities are located on Lot 1, Block 1, Holiday Station Store Inver Grove Heights.

Recital No. 4. The City is willing to approve the development plans in connection with the Landowner Property if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 5. 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 Storm Water Facilities, when needed.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. Prior to December 31, 2019, or prior to issuance of a certificate of occupancy for the Landowner Property, whichever occurs first, Landowner shall construct and install the Storm Water Facilities on the Landowner Property in accordance with the Storm Water Facility Plan at its sole expense 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 Landowner Property 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.

The Landowner and Responsible Owner are not obligated to maintain any stormwater facilities located on Outlot A, Holiday Station Store Inver Grove Heights, including any wetlands, regional basins and treatment ponds. The City will own Outlot A, Holiday Station Store Inver Grove Heights and the City will maintain all stormwater facilities located on Outlot A, Holiday Station Store Inver Grove Heights.

The Landowner and Responsible Owner will use the approved access route to access the Storm Water Facilities on Lot 1, Block 1, Holiday Station Store Inver Grove Heights. The approved access route is depicted on that certain Site Plan (SP), Site Dimension Plan (SP1), Site Keynote Plan (SP1.1A) and Site Keynote Plan (SP1.1B) dated October 25, 2018 prepared by Insites and approved by the City Engineer on October 31, 2018.

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 will 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 Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 60% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
 - iv.) The 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. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
- f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
- g. The GPS coordinates for the 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.

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 Responsible Owner hereby grants to the City a temporary right and license to enter Lot 1, Block 1, Holiday Station Store Inver Grove Heights and the public easements for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance in the event Responsible Owner fails to maintain the Storm Water Facilities.

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.) re-construction of the Storm Water Facilities, if needed in the future.

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the conditions required by the City are met, the City will approve the development plans for the Landowner Property.

ARTICLE 5 **MISCELLANEOUS**

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

by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

5.5 Consent. Responsible Owner consents to the recording of this Agreement.

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

If to City:

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

If to Landowner:

Kath Fuel Oil Service Co.
3096 N Rice Street
Little Canada, MN 55113

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 26th day of November, 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:
KATH FUEL OIL SERVICE CO.

By: _____
Stephen R. Dahl
Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared Stephen R. Dahl, to me personally known, who being by me duly sworn, did say that he is the President of Kath Fuel Oil Service Co., a Minnesota corporation, and that the foregoing instrument was executed on behalf of Kath Fuel Oil Service Co. by authority of the President of said corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 1, Block 1, Holiday Station Store Inver Grove Heights, Dakota County, Minnesota, according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by December 31. An annual inspection report shall be submitted to the City Engineering Division by January 1st 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 inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Property owner unless designated
2. Sediment, trash and debris removal from bio-filtration basin and swale	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity	Property owner unless designated
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Property owner unless designated
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Property owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Property owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Property owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Property owner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	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

PEDESTRIAN TRAIL EASEMENT
FOR LOT 1, BLOCK 1, HOLIDAY STATION STORE INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS PEDESTRIAN TRAIL EASEMENT (Easement) is made, granted and conveyed this 26th day of November, 2018, between Kath Fuel Oil Service Co., a Minnesota corporation, hereinafter referred to as "Landowner" and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City".

Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever a **permanent easement and right-of-way for a trail (including, without limitation, the construction, maintenance, repair and use of a trail)** over, under, across, through and upon the following described premises (the "Easement Area") situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit A**, incorporated herein by reference.

The Easement Area shall be for use as a pedestrian and non-motorized recreational trail and shall include such activities as walking, running, biking, skiing, in-line skating, roller skating, skateboarding, the walking of household pets and other forms of similar non-motorized pedestrian use. In addition, public emergency motorized vehicles, electric personal assistive devices, vehicles that may be required by the Americans with Disabilities Act and motorized vehicles used by the City for maintenance, law enforcement or other public uses may be used in the Easement Area. The Easement Area will not be used by other motorized vehicles, or by all-terrain vehicles, or by snowmobiles, and the Easement Area will not be used for horseback riding. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the City.

The easement rights herein granted to the City include the rights of the City, its contractors, agents, and servants to enter upon the Easement Area at all reasonable times to construct, reconstruct, inspect, repair and maintain the trail and related improvements, over, under, across, through and upon the Easement Area together with the right to remove from the Easement Area trees, brush, herbage, undergrowth and other obstructions, as well as the right to deposit earthen material in and upon the permanent Easement Area.

EXEMPT FROM STATE DEED TAX

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

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

Landowner, for itself and its successors and assigns, does warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the easement herein to the City.

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

IN TESTIMONY WHEREOF, the Landowner and City have caused this Easement to be executed as of the day and year 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 26th day of November, 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:
KATH FUEL OIL SERVICE CO.

By: _____
Stephen R. Dahl
Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared Stephen R. Dahl, to me personally known, who being by me duly sworn, did say that he is the President of Kath Fuel Oil Service Co., a Minnesota corporation, and that the foregoing instrument was executed on behalf of Kath Fuel Oil Service Co. by authority of the President of said corporation.

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

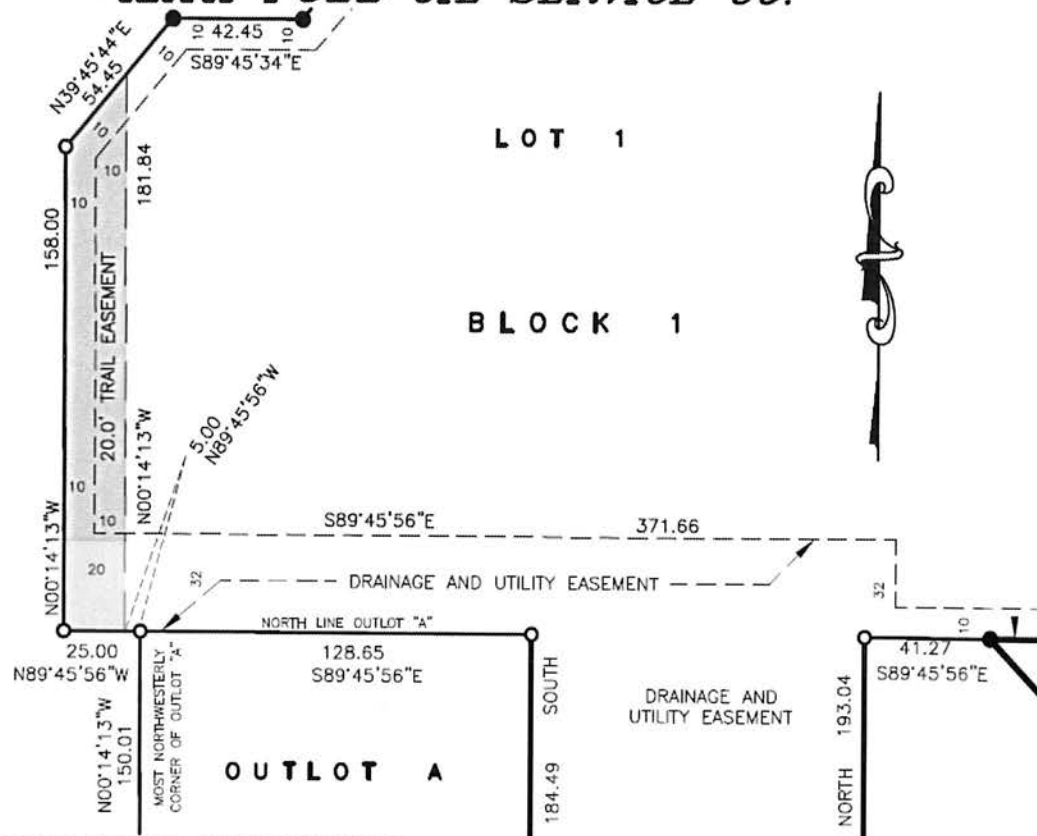
EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA

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

THAT PART OF LOT 1, BLOCK 1, HOLIDAY STATION STORE INVER GROVE HEIGHTS ACCORDING TO THE PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, DAKOTA COUNTY, MINNESOTA LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF OUTLOT A, HOLIDAY STATION STORE INVER GROVE HEIGHTS; THENCE NORTH 89 DEGREES 45 MINUTES 56 SECONDS WEST ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID OUTLOT A, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE NORTH 00 DEGREES 14 MINUTES 13 SECONDS WEST A DISTANCE OF 181.84 PLUS OR MINUS TO A LINE THAT BEARS NORTH 39 DEGREES 45 MINUTES 44 SECONDS EAST OF SAID LOT 1 AND THERE TERMINATING

STATE TRUNK
HIGHWAY NO. 3



THAT PART OF LOT 1, BLOCK 1, HOLIDAY STATION STORE INVER GROVE HEIGHTS ACCORDING TO THE PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, DAKOTA COUNTY, MINNESOTA LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE

CERTIFICATION:

SIGNED THE 30TH OF OCTOBER, 2018.

SCALE : 1" = 30'

Dennis M. Honza

DENNIS M. HONSA
MINNESOTA LICENSE No. 22440
FOR: HONSA SURVEYING

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WITHOUT THE EXPRESS WRITTEN PERMISSION
OF HONSA SURVEYING COPYRIGHT 2018.

HONSA SURVEYING

1592 PACIFIC AVENUE, EAGAN, MN 55122 (651) 492-6725

(Top 3 inches reserved for recording data)

WARRANTY DEED

Business Entity to Business Entity

DEED TAX DUE: \$1.65

DATE: November 26, 2018

FOR VALUABLE CONSIDERATION, Kath Fuel Oil Service Co., a corporation under the laws of Minnesota ("Grantor"), hereby conveys and warrants to the City of Inver Grove Heights, a municipal corporation under the laws of Minnesota ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

Outlot A, Holiday Station Store Inver Grove Heights, Dakota County, Minnesota,

Reserving unto Grantor and its successors and assigns for the benefit of Lot 1, Block 1, Holiday Station Store Inver Grove Heights, a permanent easement for billboard purposes and a permanent access easement more particularly described on Exhibit "A" and depicted on Exhibit "A-1".

** The total consideration for this transaction is \$500 or less.

Check here if all or part of the described real property is Registered (Torrens) ☐

Together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: easements, restrictions and reservations of record, if any.

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

Kath Fuel Oil Service Co.

By: _____

Its: _____

State of Minnesota, County of _____

This instrument was acknowledged before me on _____, 2018, by _____, the
_____ of Kath Fuel Oil Service Co., a Minnesota corporation, on behalf of the corporation.

(Stamp)

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Dougherty, Molenda, Solfest, Hills & Bauer P.A.
14985 Glazier Avenue, Suite 525
Apple Valley, MN 55124
RBB: 15375-38664

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:

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

EXHIBIT "A"

Reserving unto Grantor and its successors and assigns, for the benefit of Lot 1, Block 1, Holiday Station Store Inver Grove Heights, a permanent non-exclusive easement for billboard purposes over, under, and across the following described property (Billboard Easement Area):

That portion of Outlot A, Holiday Station Store Inver Grove Heights, Dakota County, Minnesota described as follows:

The North 40.00 feet of the South 120.00 feet of the West 30.00 feet of Outlot A, Holiday Station Store Inver Grove Heights according to the plat on file and of record in the office of the County Recorder, Dakota County, Minnesota.

See also Exhibit A-1 attached hereto and incorporated herein.

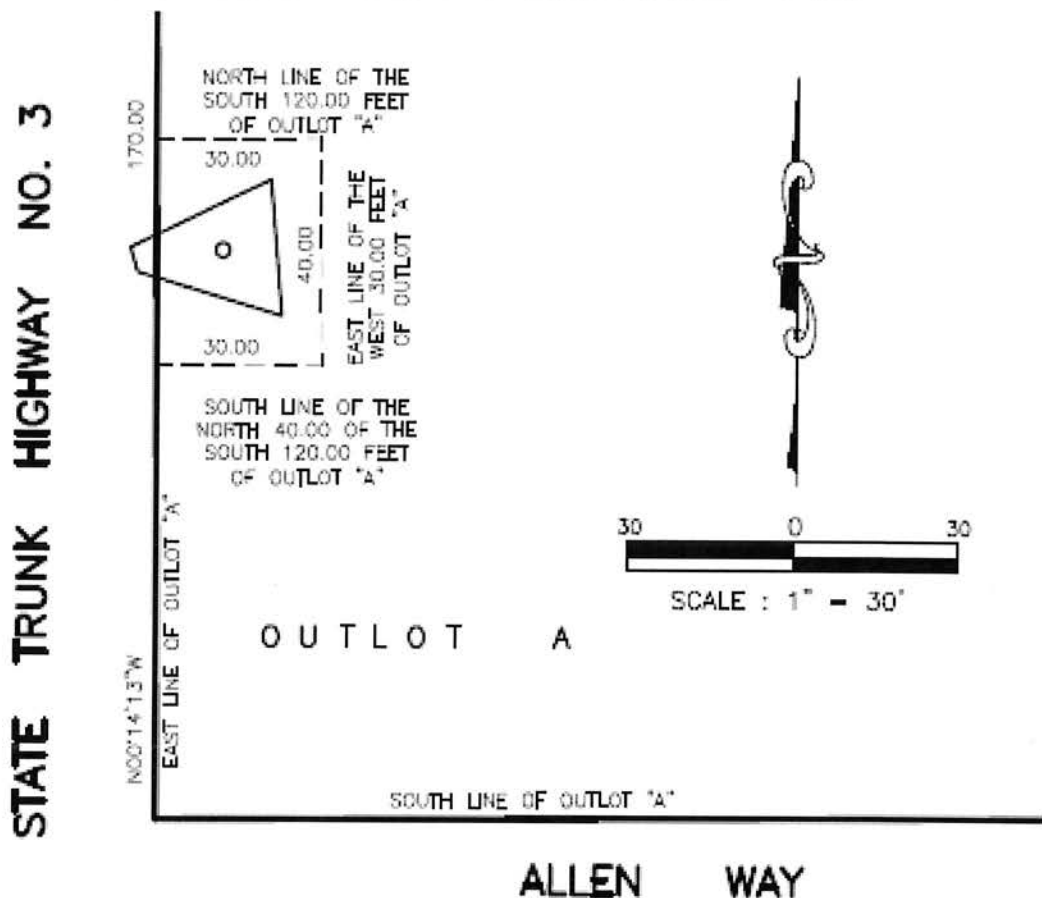
The reservation of the foregoing easement for billboard purposes (Billboard Easement) includes the right of the Grantor and/or its successors and assigns, agents, contractors, and tenants to construct, install, repair, replace, paint, operate, utilize, secure, lease, and maintain thereon billboard sign structure(s), appurtenances, attached radio, microwave, and satellite antennas and dishes or other telecommunications equipment, and ancillary equipment (together the "Billboard"), and any activities associated with such Billboard purposes including, but not limited to, construction, maintenance, repair, removal, upgrade, replacement, and change of advertising content. The Billboard Easement shall run with Outlot A, Holiday Station Store Inver Grove Heights, Dakota County, Minnesota and shall be appurtenant to and for the benefit of and shall run with Lot 1, Block 1, Holiday Station Store Inver Grove Heights, Dakota County, Minnesota.

And further reserving unto Grantor and its successors and assigns, for the benefit of Lot 1, Block 1, Holiday Station Store Inver Grove Heights, a permanent non-exclusive easement for access purposes over and across Outlot A, Holiday Station Store Inver Grove Heights, Dakota County, Minnesota (the Access Easement). The purpose of the Access Easement is to provide access to and from the Billboard Easement Area from and to Lot 1, Block 1, Holiday Station Store Inver Grove Heights, Dakota County, Minnesota. Said Access Easement is limited to reasonable access over and across Outlot A, Holiday Station Store Inver Grove Heights, Dakota County, Minnesota to allow the Grantor to access the Billboard Easement Area for maintenance and to change the content on the Billboard. The Access Easement shall run with Outlot A, Holiday Station Store Inver Grove Heights, Dakota County, Minnesota and shall be appurtenant to and for the benefit of and shall run with Lot 1, Block 1, Holiday Station Store Inver Grove Heights, Dakota County, Minnesota.

Grantee and its successors and assigns have no obligation to construct, repair, maintain or improve the Billboard Easement or the Access Easement.

EXHIBIT "A-1"

***EASEMENT EXHIBIT FOR:
KATH FUEL OIL SERVICE CO.***



PROPOSED LEGAL DESCRIPTION:

THE NORTH 40.00 FEET OF THE SOUTH 120.00 FEET OF THE WEST 30.00 FEET OF OUTLOT A, HOLIDAY STATION STORE INNER GROVE HEIGHTS ACCORDING TO THE PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, DAKOTA COUNTY, MINNESOTA.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY 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.

SIGNED THE 26TH OF OCTOBER, 2018.

Dennis M. Honsa

DENNIS M. HONSA
MINNESOTA LICENSE No. 22440
FOR: HONSA SURVEYING

JOB NO: HOLIDAY 2018 IGH

HONSA SURVEYING

1592 PACIFIC AVENUE, EAGAN, MN 55122 (651) 492-6725

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Sandra Perez – Case No. 18-58C

Meeting Date: November 26, 2018
Item Type: Consent Agenda
Contact: Heather Botten 651.450.2569
Prepared by: Heather Botten, Associate Planner
Reviewed by: Janice Gundlach, 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

Approve a Resolution for a conditional use permit to operate a daycare facility in the lower level of River Heights Vineyard Church located at 6070 Cahill Avenue.

- Requires 4/5th's vote.
- 60-day deadline: November 30, 2018 (first 60-days)

SUMMARY

The applicant is proposing to operate a daycare facility for preschool age children in the lower level of the church. Daycare is a conditionally permitted use in the Institutional zoning district. No changes or additions are proposed to the exterior of the building or property. Peak hours for the daycare will be during the morning drop-off and the afternoon pick-up of children. The center will be open Monday-Friday, so staff does not believe there would be any conflict with the church operation and/or peak times for traffic.

The proposed request meets the Conditional Use Permit criteria relating to the Comprehensive Plan and zoning consistency. There are no physical changes to the exterior of the property therefore, there are no land use impacts such as setbacks, drainage, or environmental factors. Building and fire code requirements would be addressed with the certificate of occupancy.

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 to allow the daycare facility to operate on the proposed property.

Planning Commission: Recommended **approval** of the request at their November 7, 2018 meeting with the conditions listed in the attached resolution (9-0).

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

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A DAYCARE
FACILITY TO BE OPERATED OUT OF THE LOWER LEVEL OF A CHURCH**

Sandra Perez
Case No. 18-58C

WHEREAS, the request is for the property located at 6070 Cahill Avenue and legally described as:

See Exhibit A

WHEREAS, the aforescribed property is zoned P, Institutional;

WHEREAS, a daycare is listed as a conditional use within the P, Institutional 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 November 7, 2018;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow a daycare facility to be located in the lower level of the church is hereby approved subject to the following conditions:

1. All building, parking/drive aisles, and landscaped areas shall be properly maintained.
2. The hours of operation are limited to Monday through Friday from 6:30 AM to 6:00 PM.

3. The applicant must apply for and obtain a building permit for any signage or building improvements.
4. Daycare operation may not commence until proper approval from the State is received and maintained.
5. 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.

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 26th day of November, 2018.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A

Legal Description:

That part of the Northwest Quarter described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 3, Township 27, Range 22; thence East a distance of 365 feet to a point; thence South a distance of 659.98 feet to a point; thence West a distance of 365 feet to a point; thence North a distance of 659.98 feet to the place of beginning, Dakota County, Minnesota,

More particularly described as follows:

That part of the Northwest Quarter of Section 3, Township 27, Range 22, Dakota County, Minnesota, beginning at the Northwest corner of said Northwest Quarter; thence Easterly, along the North line of said Northwest Quarter a distance of 365.00 feet; thence Southerly, parallel with the West line of said Northwest Quarter, a distance of 659.98 feet; thence Westerly, parallel with said North line, 365.00 feet to said West line; thence Northerly to the point of beginning.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: November 7, 2018

SUBJECT: **SANDRA PEREZ – CASE NO. 18-58C**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit to allow a daycare facility to operate in the lower level of River Heights Vineyard Church, for the property located at 6070 Cahill Avenue. 35 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 operate a daycare facility for preschool age children in the lower level of the church. Daycare is a conditionally permitted use in the Institutional zoning district. No changes or additions are proposed to the exterior of the building or property. Peak hours for the daycare will be during the morning drop-off and the afternoon pick-up of children. The center will be open Monday-Friday, so staff does not believe there would be any conflict with the church operation and/or peak times for traffic. Staff recommends approval of the request with the five conditions listed in the report. Staff did not hear from any of the abutting property owners.

Commissioner Robertson asked if there were other criteria in place for the oversight of daycare centers.

Ms. Botten replied in the affirmative, stating daycare centers must be licensed by the State and abide by their rules.

Commissioner Robertson questioned whether there would be any traffic impacts on Cahill Avenue during drop-off or pick-up times.

Ms. Botten replied they do not anticipate any traffic issues, adding that the traffic generated from the daycare center would be less than the normal traffic for a Sunday church service.

Opening of Public Hearing

Sandra Perez, 108 – 4th Ave S, South St. Paul, advised she was available to answer any questions.

Chair Maggi asked Ms. Perez if she read and understood the report.

Ms. Perez replied in the affirmative.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Wippermann, to approve the request for a conditional use permit to allow a daycare facility to operate in the lower level of River Heights Vineyard Church, for the property located at 6070 Cahill Avenue, with the five conditions listed in the report.

Motion carried (9/0). This item goes to the City Council on November 26, 2018.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

HEARING DATE: November 7, 2018 **CASE NO.:** 18-58C

APPLICANT: Sandra Perez

REQUEST: Conditional Use Permit to allow a daycare facility to be operated out of the lower level of River Heights Vineyard Church

LOCATION: 6070 Cahill Avenue

COMP PLAN: P, Public/Institutional

ZONING: P, Institutional

REVIEWING DIVISIONS: Planning **PREPARED BY:** Heather Botten
Associate Planner

BACKGROUND

Sandra Perez has submitted a request for a conditional use permit to operate a daycare facility in the lower level of River Heights Vineyard Church. The daycare will operate from 6:30 a.m. to 6:00 p.m., Monday - Friday. This is an allowed use in the Institutional zoning district with a conditional use permit and a license from the state. The applicant currently operates Mi Familia Child Care Center in Inver Grove Heights and is looking to add another location in the City. The applicant has been working closely with the Church to offer a partnership that would benefit the community by offering a service that is needed in the area.

The daycare will provide child care for preschool age children and will occupy the lower level of the new church addition. There are no changes or additions proposed to the exterior of the building or property. There is not a playground area proposed at this time.

SPECIFIC REQUEST

Approval of a Conditional Use Permit to allow a daycare facility to be operated out of the lower level of River Heights Vineyard Church

EVALUATION OF THE REQUEST

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

North	Single-family; zoned R-3B, multi-family; guided Medium Density Residential
West	Mixed uses; zoned B-1, Limited Business; guided Community Commercial
South	Single-family; zoned R-1C, Single-family, guided LDR
East	Single-family; zoned R-3C, multi-family; guided Medium Density Residential

Conditional Use Permit (CUP)

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 proposed use is consistent with the Comprehensive Plan as it is guided for Public/Institutional uses.

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.*

This standard would be met. The P, Institutional zoning district is intended to provide areas for public and institutional uses. Daycare facilities are a type of public use intended to be located in the P zoning districts and are allowed with a conditional use permit.

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

This standard would be met. The proposed use will not create any adverse physical impacts upon the neighborhood. There will not be any changes to the existing or surrounding properties.

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. The City Fire Marshal and Building Official would review and approve plans for code compliance prior to any improvements being done to the building.

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

- a) *Aesthetics/exterior appearance*

There are no exterior changes proposed to the site.

- b) *Noise*

The proposed daycare use would not generate noises that are inconsistent with P zoning.

- c) *Traffic*

The peak hours for the daycare will be during the morning drop-off and the afternoon pick-up of children. The proposed use will not likely create a traffic problem. There will not be a loading/drop-off area. The parents are required to park their cars and come inside to pick up their kids.

- d) *Drainage*

No additional impervious surface is proposed; this condition is met.

- e) *Fencing, landscaping and buffering*

Not applicable.

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.*

Parking requirements for a daycare operation is based on the number of employees (one space per employee) and children (one loading/parking area for every 6 students). Considering the lot currently features enough parking spaces for the church congregation and the daycare's peak hours are much different than the church's, there is adequate parking for the parents and the employees to park during the daytime business hours.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*
Staff is not aware of any public health, safety or welfare issues associated with the proposal. This standard has been met.

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

N/A

Other Site Design Elements

1. *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.

ALTERNATIVES

The Planning Commission has the following alternatives available for the proposed request:

- A. **Approval** If the Planning Commission finds the application to be acceptable, the following action should be taken:

1. All building, parking/drive aisles, and landscaped areas shall be properly maintained.
2. The hours of operation are limited to Monday through Friday from 6:30 AM to 6:00 PM.
3. The applicant must apply for and obtain a building permit for any signage or building improvements.
4. Daycare operation may not commence until proper approval from the State is received and maintained.
5. 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.

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.

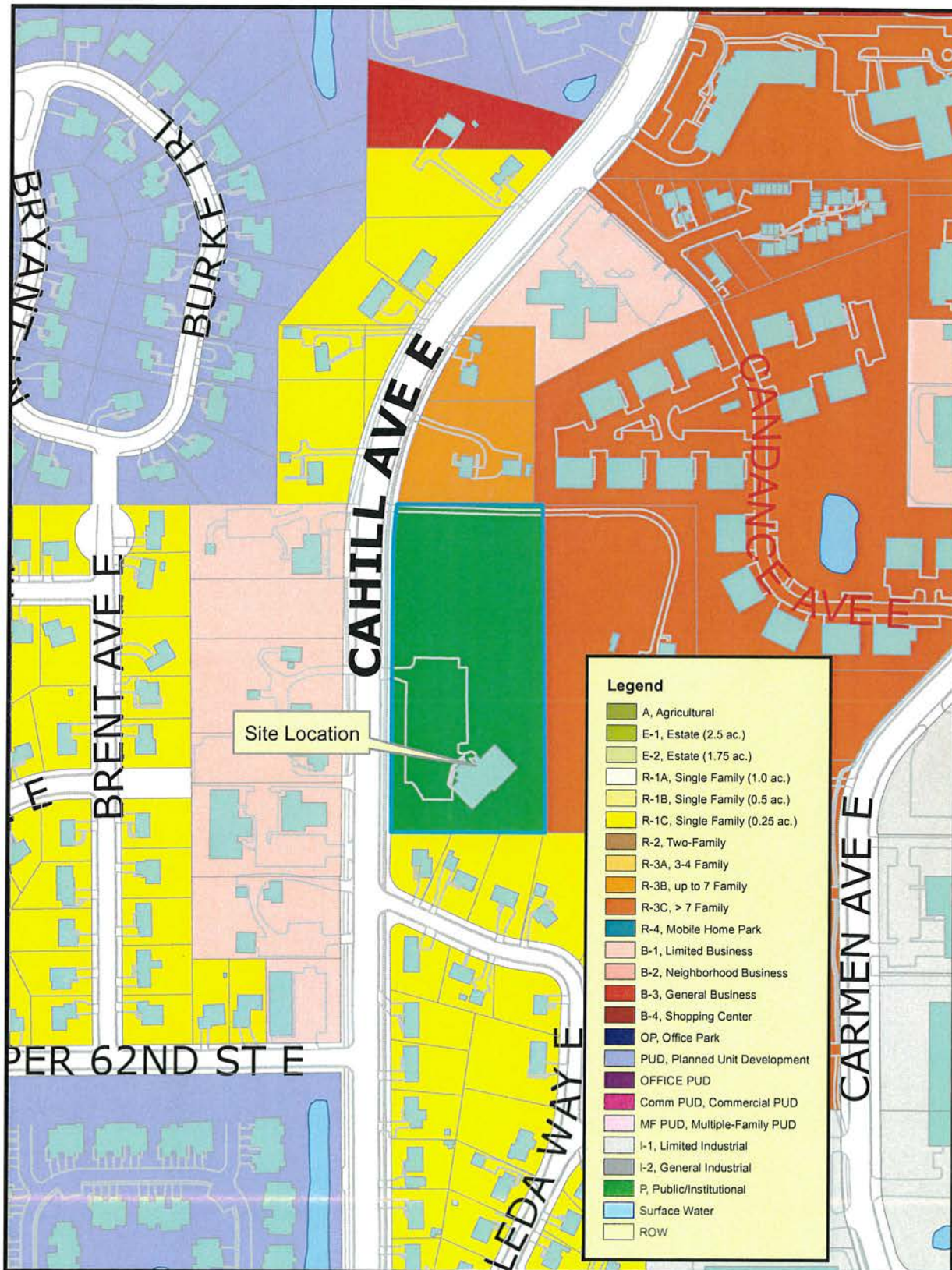
RECOMMENDATION

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 Exhibit A - Zoning and Location Map
Exhibit B - Narrative
Exhibit C - Building Plan



6070 Cahill Avenue Case No. 18-58C



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.
Map produced by the City of Inver Grove Heights GIS Dept.
Copyright © City of Inver Grove Heights 2016



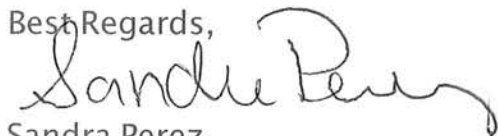
Exhibit A
Zoning and Location Map
Map not to scale

Dear esteemed members of the IGH Board,

To those of you who may not know me, my name is Sandra Perez and I am owner of Mi Familia Child Care Center. I am also a licensed CDA Observation Specialist, a committee member of the board of Neighbors Inc, and a member of River Heights Vineyard Church. Our Child Care Center has been open since 2013. In a very competitive market, I am happy to say that we've always been blessed with many families that we serve and always look to help the community in anyway that we can. That being said, we're always looking to grow and feel that serving out of River Heights Vineyard would be a great opportunity. Our vision for this project would be to open with two preschool classroom initially, with 30 total children (ages 3 to 5 years old) enrolled in our program. Our target group would be low income families, or families in need due to hardships or life circumstances. Ideally the families would have government assistance, and the payment will come from the county they live in, rather than them paying out of pocket. We also may have scholarship funding options available for qualifying families, and their tuition would be paid by state resource agencies. However we would serve any family that is in need, no matter the payment method.

As far as in the classroom, we strive to provide a consistent and educational experience for each child. We will create a positive, welcoming environment so that each child feels safe and accepted. We always take a holistic approach to teaching, and will not only promote kindergarten readiness but foster social and emotional growth of the children as well. Our staff is trained in all areas of childcare and will maintain a level of professionalism that will positively reflect upon us as a preschool as well as River Heights Vineyard. we are very excited to begin this new venture, and we know that God will continue to bless both Mi Familia Child Care Center and River Heights Vineyard. If you have questions of any kind please don't hesitate to ask!

Best Regards,

A handwritten signature in black ink that reads "Sandra Perez". The signature is fluid and cursive, with a large, stylized "S" at the beginning and a long, sweeping underline.

Sandra Perez

651-270-7037

mifamiliacare@gmail.com



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 4 City Project Nos. 2015-03 - 65th Street Reconstruction, 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

Meeting Date: November 26, 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

TJK

SAT SB

Fiscal/FTE Impact:

- | | |
|-------------------------------------|--|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: Municipal State Aid Funds, NWA Water Fund 511, NWA Storm Water Fund 448 |

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 4 City Project Nos. 2015-03 - 65th Street Reconstruction, 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

SUMMARY

The improvements were ordered as part of the 2018 Capital Improvement Program. The contract was awarded in the amount of \$3,822,211.12 to Max Steininger, Inc. on July 23, 2018.

Pay Voucher No. 4 is for work that occurred through the end of October and includes erosion control, grading, retaining wall, storm sewer, watermain and curb for the 65th Street and T.H. 3 intersection improvements and watermain installation.

I recommend approval of Pay Voucher No. 4, in the amount of \$1,815,346.89 for work on the 2018 Capital Improvement Program, City Project Nos. 2015-03 - 65th Street Reconstruction, 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

TJK/me

Attachments: Pay Voucher No. 4

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

ESTIMATE NO: 4 (four)
DATE: November 26, 2018
PERIOD ENDING: October 31, 2018
PROJECT NO: City Project Nos. 2015-03 - 65th Street Reconstruction, 2017-03 – Watermain
Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for
65th Street

TO: Max Steininger, Inc.
3080 Lexington Avenue South
Eagan, MN 55121

Original Contract Amount	\$3,822,211.12
Total Addition	\$0.00
Total Deduction	\$0.00
Total Contract Amount.....	\$3,822,211.12
Total Value of Work to Date (includes stored materials).....	\$2,723,611.54
Less Retained (5%).....	\$136,180.58
Less Previous Payment.....	\$772,084.07
Total Approved for Payment this Voucher	\$1,815,346.89
Total Payments including this Voucher	\$2,587,430.96

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through October 31, 2018.

Signed by: <u></u>	<u>November 26, 2018</u>
Thomas J. Kaldunski, City Engineer	Date
Signed by: _____	_____
Max Steininger, Inc.	Date
Signed by: _____	<u>November 26, 2018</u>
George Tourville, Mayor	Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 7 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

Meeting Date: November 26, 2018

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572

Prepared by: Steve W. Dodge, Assistant City Engineer *SWD*

Reviewed by: Scott D. Thureen, Public Works Director *SST SPB*

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Fund, Special Assessments, Utility Funds, DEED Grants, LRIP – MN State Reconstruction Bonds, State Aid Funds, Street Reconstruction Bonds

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 7 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.

SUMMARY

The improvements were ordered as part of the 2018 Pavement Management Program. The contract was awarded in the amount of \$4,189,854.00 to McNamara Contracting, Inc., on March 12, 2018 for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction and City Project No. 2017-21 – VMCC/Golf Course Parking Lots.

Change Order No. 2 added City Projects 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements (Schedules F, G, and H), for a revised total contract of \$4,110,400.25.

I recommend approval of Pay Voucher No. 7, in the amount of \$631,624.64 (\$631,624.64 for work on City Project No. 2015-09D – Broderick Boulevard Reconstruction, \$0.00 for work on City Project No. 2017-21 VMCC/Golf Course Parking Lots, \$0.00 for work on City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and \$0.00 City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements).

SWD/nh

Attachments: Pay Voucher No. 7

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

ESTIMATE NO: 7 (Seven)
DATE: November 26, 2018
PERIOD ENDING: October 31, 2018
CONTRACT: 2018 Pavement Management Program
PROJECT NO: 2015-09D – Broderick Boulevard Reconstruction, 2017-21 – VMCC/Golf Course
Parking Lots, 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and
2018-11 – Fire Station No. 2 Fiber Optic Improvements

TO: McNamara Contracting, Inc.
16700 Chippendale Ave.
Rosemount, MN 55068

Original Contract Amount	\$4,189,854.00
Total Addition (Change Order No. 2 and 4).....	\$117,190.75
Total Deduction (Change Order No. 1)	(\$114,728.75)
Total Contract Amount.....	\$4,192,316.00
Total Value of Work to Date.....	\$3,557,036.52
Less Retained (5%)	\$177,851.83
Less Previous Payment.....	\$2,747,560.05
Total Approved for Payment this Voucher.....	\$631,624.64
Total Payments including this Voucher	\$3,379,184.69

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through October 31, 2018.

Signed by: <u></u>	<u>November 26, 2018</u>
Thomas J. Kaldunski, City Engineer	
Signed by: _____	_____
McNamara Contracting, Inc.	Date
Signed by: _____	<u>November 26, 2018</u>
George Tourville, Mayor	

PAYMENT DETAIL LIST

Contract: CP 2015-09D, 2018-08, 2018-11
 Owner: City of Inver Grove Heights
 Projects: Broderick Blvd. Reconstruction
 Fire Station No. 2 Sewer and Water Improvements
 Fire Station No. 2 Fiber Optic Improvements
 SAP: 178-124-001

Schedule: A
 Description: CP 2015-09D Street Improvements

Item No.	Mni/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LUMP SUM	1.00	1.00	\$ 131,000.00	\$ 131,000.00	\$ 131,000.00
2	2031.602	FIELD OFFICE	EACH	1.00	1.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00
3	2101.501	CLEARING	ACRE	1.00	1.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00
4	2101.502	CLEARING	TREE	19.00	19.00	\$ 105.00	\$ 1,995.00	\$ 1,995.00
5	2101.506	GRUBBING	ACRE	1.00	1.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00
6	2101.507	GRUBBING	TREE	19.00	19.00	\$ 105.00	\$ 1,995.00	\$ 1,995.00
7	2104.501	REMOVE CURB & GUTTER	LIN FT	12550.00	12,387.00	\$ 3.00	\$ 37,650.00	\$ 37,161.00
8	2104.503	REMOVE BITUMINOUS WALK	SQ FT	33500.00	37,119.00	\$ 0.25	\$ 8,375.00	\$ 9,279.75
9	2104.505	REMOVE CONCRETE WALK	SQ YD	1355.00	1,119.00	\$ 6.00	\$ 8,130.00	\$ 6,714.00
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	670.00	756.00	\$ 9.00	\$ 6,030.00	\$ 6,804.00
11	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	40515.00	40,515.00	\$ 1.00	\$ 40,515.00	\$ 40,515.00
12	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	2115.00	384.00	\$ 2.00	\$ 4,230.00	\$ 768.00
13	2104.523	SALVAGE SIGN TYPE C	EACH	61.00	61.00	\$ 37.00	\$ 2,257.00	\$ 2,257.00
14	2104.523	SALVAGE SIGN TYPE D	EACH	2.00	2.00	\$ 175.00	\$ 350.00	\$ 350.00
15	2104.601	PROTECT LIGHTING SYSTEM	LUMP SUM	1.00	1.00	\$ 3,700.00	\$ 3,700.00	\$ -
16	2105.501	COMMON EXCAVATION (P)	CU YD	29758.00	29,758.00	\$ 15.00	\$ 446,370.00	\$ 446,370.00
17	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	690.00	1,893.98	\$ 23.00	\$ 15,870.00	\$ 43,561.54
18	2105.522	SELECT GRANULAR BORROW (CV) (P)	CU YD	19490.00	19,490.00	\$ 13.00	\$ 253,370.00	\$ 253,370.00
19	2105.543	STABILIZING AGGREGATE	TON	200.00	30.00	\$ 35.00	\$ 7,000.00	\$ 1,050.00
20	2105.601	DEWATERING	LUMP SUM	1.00	1.00	\$ 1.00	\$ 1.00	\$ -
21	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	27500.00	25,607.00	\$ 1.00	\$ 27,500.00	\$ 25,607.00
22	2112.604	SUBGRADE PREPARATION (P)	SQ YD	16615.00	16,615.00	\$ 0.50	\$ 8,307.50	\$ 8,307.50
23	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	100.00	64.00	\$ 120.00	\$ 12,000.00	\$ 7,680.00
24	2130.501	WATER	M GALLON	100.00	100.00	\$ 35.00	\$ 3,500.00	\$ -
25	2211.501	AGGREGATE BASE CLASS 5	TON	21010.00	18,344.97	\$ 7.50	\$ 157,575.00	\$ 137,587.28
26	2221.501	SHOULDER BASE AGGREGATE CLASS 1	TON	200.00	200.00	\$ 35.00	\$ 7,000.00	\$ -
27	2232.604	EDGE MILL BITUMINOUS SURFACE	SQ YD	400.00	44.00	\$ 2.50	\$ 1,000.00	\$ 110.00
28	2301.607	HIGH EARLY STRENGTH CONCRETE	CU YD	100.00	162.00	\$ 15.00	\$ 1,500.00	\$ 2,430.00
29	2331.603	JOINT ADHESIVE (MASTIC)	LIN FT	19000.00	15,057.00	\$ 0.55	\$ 10,450.00	\$ 8,281.35
30	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	8603.00	8,179.32	\$ 45.00	\$ 387,135.00	\$ 368,069.40
31	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	5101.00	4,439.43	\$ 45.00	\$ 229,545.00	\$ 199,774.35
32	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)	EACH	5.00	4.00	\$ 700.00	\$ 3,500.00	\$ 2,800.00
33	2502.541	4" PERF PVC PIPE DRAIN	LIN FT	1000.00	9,915.22	\$ 4.00	\$ 40,000.00	\$ 39,660.88
34	2506.522	ADJUST FRAME & RING CASTING	EACH	7.00	7.00	\$ 750.00	\$ 5,250.00	\$ -
35	2521.501	6" CONCRETE WALK	SQ FT	26920.00	26,689.00	\$ 4.75	\$ 127,870.00	\$ 126,772.75
36	2521.511	3" BITUMINOUS WALK	SQ FT	70000.00	59,108.00	\$ 1.25	\$ 87,500.00	\$ 73,885.00
37	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	16050.00	13,908.00	\$ 11.25	\$ 180,562.50	\$ 156,465.00
38	2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	25.00	64.00	\$ 26.60	\$ 665.00	\$ 1,702.40
39	2531.502	CONCRETE CURB DESIGN B6	LIN FT	35.00	69.00	\$ 12.20	\$ 427.00	\$ 841.80
40	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	900.00	788.00	\$ 62.00	\$ 55,800.00	\$ 48,856.00
41	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	100.00	121.00	\$ 22.50	\$ 2,250.00	\$ 2,722.50
42	2531.603	CONCRETE CURB & GUTTER DESIGN B618 - TIP OUT	LIN FT	1300.00	1,088.00	\$ 11.50	\$ 14,950.00	\$ 12,512.00
43	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	60.00	92.00	\$ 82.00	\$ 4,920.00	\$ 7,544.00
44	2531.604	6" WING APRON	SQ YD	250.00	277.00	\$ 47.00	\$ 11,750.00	\$ 13,019.00
45	2531.618	TRUNCATED DOMES	SQ FT	604.00	560.00	\$ 40.00	\$ 24,160.00	\$ 22,400.00
46	2540.601	LANDSCAPE RESTORATION ALLOWANCE	LUMP SUM	1.00	2.26	\$ 10,000.00	\$ 10,000.00	\$ 22,600.00
47	2540.603	LANDSCAPE EDGER - STEEL	LIN FT	35.00	35.00	\$ 15.00	\$ 525.00	\$ -
48	2550.602	ADJUST HANDHOLE	EACH	4.00	4.00	\$ 700.00	\$ 2,800.00	\$ 2,800.00
49	2557.501	WIRE FENCE DESIGN 48V-9322	LIN FT	1070.00	1,011.00	\$ 26.00	\$ 27,820.00	\$ 26,286.00

50	2563.601	TRAFFIC CONTROL	LUMP SUM	1.00	1.00	\$	20,000.00	\$	20,000.00	\$	20,000.00
51	2563.618	CONSTRUCTION SIGNS-SPECIAL	SQ FT	100.00		\$	22.00	\$	2,200.00	\$	-
52	2564.531	SIGN PANELS TYPE SPECIAL	SQ FT	24.00		\$	65.00	\$	1,560.00	\$	-
53	2564.531	SIGN PANELS TYPE C	SQ FT	604.00		\$	33.00	\$	19,932.00	\$	21,144.42
54	2564.537	INSTALL SIGN TYPE C	EACH	1.00		\$	185.00	\$	185.00	\$	-
55	2564.537	INSTALL SIGN TYPE D	EACH	2.00		\$	420.00	\$	840.00	\$	840.00
56	2564.602	8" PVC SIGN INSTALLATION SLEEVE	EACH	21.00		\$	57.00	\$	1,197.00	\$	969.00
57	2565.616	REVISE SIGNAL SYSTEM A	SYSTEM	1.00		\$	21,000.00	\$	21,000.00	\$	21,000.00
58	2565.616	REVISE SIGNAL SYSTEM B	SYSTEM	1.00		\$	7,700.00	\$	7,700.00	\$	7,700.00
59	2573.502	SILT FENCE; TYPE MS	LIN FT	15000.00		\$	2.00	\$	30,000.00	\$	24,266.00
60	2573.530	STORM DRAIN INLET PROTECTION	EACH	42.00		\$	150.00	\$	6,300.00	\$	12,150.00
61	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	7500.00		\$	2.00	\$	15,000.00	\$	1,160.00
62	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00		\$	3,500.00	\$	3,500.00	\$	-
63	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1.00		\$	1,500.00	\$	1,500.00	\$	1,500.00
64	2573.601	STORMWATER MANAGEMENT ALLOWANCE	LUMP SUM	1.00		\$	10,000.00	\$	10,000.00	\$	-
65	2574.525	BOULEVARD TOPSOIL BORROW	CU YD	5000.00		\$	23.00	\$	115,000.00	\$	94,530.00
66	2575.511	MULCH MATERIAL TYPE 1	TON	12.00		\$	190.00	\$	2,280.00	\$	-
67	2575.604	EROSION CONTROL BLANKET - FUTERRA F4 NETLESS BLANKET	SQ YD	2000.00		\$	2.00	\$	4,000.00	\$	7,374.00
68	2575.605	SEED MIXTURE 25-131	ACRE	1.50		\$	1,700.00	\$	2,550.00	\$	2,550.00
69	2575.605	RAPID STABILIZATION METHOD 2 MOD	ACRE	0.25		\$	2,100.00	\$	525.00	\$	-
70	2575.605	SEED MIXTURE 35-221	ACRE	1.50		\$	2,800.00	\$	4,200.00	\$	4,200.00
71	2575.605	SEED MIXTURE 25-121	ACRE	2.50		\$	1,250.00	\$	3,125.00	\$	3,125.00
72	2575.607	LANDSCAPE ROCK	CU YD	10.00		\$	115.00	\$	1,150.00	\$	575.00
73	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	21000.00		\$	1.15	\$	24,150.00	\$	7,331.25
74	2582.501	PAVT MSGG EPOXY GR IN	SQ FT	336.00		\$	18.00	\$	6,048.00	\$	4,449.60
75	2582.502	4" SOLID LINE EPOXY GR IN	LIN FT	12300.00		\$	0.45	\$	5,535.00	\$	3,840.30
76	2582.502	8" SOLID LINE EPOXY GR IN	LIN FT	350.00		\$	2.50	\$	875.00	\$	885.00
77	2582.502	12" SOLID LINE EPOXY GR IN	LIN FT	155.00		\$	8.50	\$	1,317.50	\$	1,547.00
78	2582.502	8" DOTTED LINE EPOXY GR IN	LIN FT	135.00		\$	3.50	\$	472.50	\$	360.50
79	2582.502	4" DBLE SOLID LINE EPOXY GR IN	LIN FT	6900.00		\$	0.90	\$	6,210.00	\$	3,729.60
80	2582.503	CROSSWALK EPOXY GR IN	SQ FT	1212.00		\$	6.50	\$	7,878.00	\$	5,616.00

Schedule A Subtotal:

\$ 2,755,080.00 \$ 2,566,497.17

Schedule:
Description:

B									
CP 2015-09D Storm Sewer Improvements									
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date	
1	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	2110.00	1,968.00	\$ 10.00	\$ 21,100.00	\$ 19,680.00	
2	2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	20.00	20.00	\$ 325.00	\$ 6,500.00	\$ 6,500.00	
3	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	15.00	16.00	\$ 700.00	\$ 10,500.00	\$ 11,200.00	
4	2104.602	REMOVE CATCH BASIN TOP SLAB	EACH	3.00	3.00	\$ 150.00	\$ 450.00	\$ 450.00	
5	2105.501	COMMON EXCAVATION (P)	CU YD	518.00	518.00	\$ 16.25	\$ 8,417.50	\$ 8,417.50	
6	2501.602	15" RC PIPE APRON AND TRASH GUARD	EACH	2.00	2.00	\$ 110.00	\$ 220.00	\$ 220.00	
7	2502.521	6" PVC PIPE DRAIN	LIN FT	40.00	40.00	\$ 28.00	\$ 1,120.00	\$ 1,120.00	
8	2502.541	6" PERF PVC PIPE DRAIN	LIN FT	173.00	156.00	\$ 7.00	\$ 1,211.00	\$ 1,092.00	
9	2502.602	VENTED CLEANOUT ASSEMBLY	EACH	1.00	1.00	\$ 360.00	\$ 360.00	\$ 360.00	
10	2502.602	6" KNIFE VALVE AND BOX	EACH	1.00	1.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	
11	2502.602	CORE DRAIN TILE	EACH	1.00	15.00	\$ 425.00	\$ 425.00	\$ 6,375.00	
12	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	2287.00	2,267.00	\$ 30.00	\$ 68,610.00	\$ 68,010.00	
13	2503.541	18" RC PIPE SEWER DES 3006 CL V	LIN FT	484.00	484.00	\$ 36.50	\$ 17,666.00	\$ 17,666.00	
14	2503.541	24" RC PIPE SEWER DES 3006 CL III	LIN FT	155.00	161.00	\$ 44.00	\$ 6,820.00	\$ 7,084.00	
15	2503.541	30" RC PIPE SEWER DES 3006 CL III	LIN FT	162.00	162.00	\$ 63.00	\$ 10,206.00	\$ 10,206.00	
16	2503.602	CONSTRUCT BULKHEAD	EACH	3.00	7.00	\$ 500.00	\$ 1,500.00	\$ 3,500.00	
17	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	9.00	11.00	\$ 1,200.00	\$ 10,800.00	\$ 13,200.00	
18	2503.602	CONNECT TO EXISTING STORM SEWER STRUCTURE	EACH	5.00	5.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	
19	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	21.00	21.00	\$ 2,825.00	\$ 59,325.00	\$ 59,325.00	
20	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	3.00	3.00	\$ 4,200.00	\$ 12,600.00	\$ 12,600.00	
21	2506.502	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	1.00	1.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	
22	2506.502	CONST DRAINAGE STRUCTURE DES 84-4020	EACH	1.00	1.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	
23	2506.502	CONST DRAINAGE STRUCTURE DES 96-4020	EACH	1.00	1.00	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	
24	2506.602	FURNISH & INSTALL NEW RINGS AND CASTING (STORM)	EACH	14.00	14.00	\$ 1,000.00	\$ 14,000.00	\$ 14,000.00	
25	2506.602	FURNISH & INSTALL NEW MANHOLE TOP SLAB	EACH	3.00	3.00	\$ 1,225.00	\$ 3,675.00	\$ 3,675.00	
26	2506.602	CONST DRAINAGE STRUCTURE DES 2'X3' CB	EACH	13.00	13.00	\$ 1,775.00	\$ 23,075.00	\$ 23,075.00	
27	2511.501	RANDOM RIPRAP CLASS III	CU YD	10.00	10.00	\$ 120.00	\$ 1,200.00	\$ 1,200.00	
28	2511.515	GEOTEXTILE FILTER TYPE IV	SO YD	42.00	41.00	\$ 2.50	\$ 105.00	\$ 102.50	
29	2574.525	FILTER TOPSOIL BORROW	CU YD	100.00	200.00	\$ 37.00	\$ 3,700.00	\$ 7,400.00	
30	2575.605	SEED MIXTURE 33-261	ACRE	0.50	0.50	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	
							\$ 313,685.50	\$ 326,558.00	
							Schedule B Subtotal:		

Schedule:
Description:

C									
CP 2015-09D Water Main Improvements									
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date	
1	2104.501	REMOVE WATER MAIN	LIN FT	160.00		\$ 9.50	\$ 1,520.00	\$ -	
2	2104.523	SALVAGE HYDRANT & VALVE	EACH	11.00	10.00	\$ 750.00	\$ 8,250.00	\$ 7,500.00	
3	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	12.00	10.00	\$ 100.00	\$ 1,200.00	\$ 1,000.00	
4	2104.602	REMOVE GATE VALVE AND CAP EXISTING CROSS	EACH	3.00	1.00	\$ 1,600.00	\$ 4,800.00	\$ 1,600.00	
5	2504.602	WATERMAIN OFFSET	EACH	2.00	1.00	\$ 17,000.00	\$ 34,000.00	\$ 17,000.00	
6	2504.602	FURNISH & INSTALL NEW RINGS AND CASTING (WATERMAIN)	EACH	12.00	10.00	\$ 900.00	\$ 10,800.00	\$ 9,000.00	
7	2504.602	HYDRANT AND GATE VALVE	EACH	11.00	13.00	\$ 6,250.00	\$ 68,750.00	\$ 81,250.00	
8	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS	EACH	12.00	18.00	\$ 1,500.00	\$ 18,000.00	\$ 27,000.00	
9	2504.602	ADJUST CURB STOP	EACH	5.00		\$ 80.00	\$ 400.00	\$ -	
10	2504.602	REMOVE AND REPLACE GATE VALVE BOX	EACH	12.00	8.00	\$ 600.00	\$ 7,200.00	\$ 4,800.00	
11	2504.602	RECONSTRUCT BUTTERFLY VALVE MANHOLE	EACH	3.00		\$ 3,900.00	\$ 11,700.00	\$ -	
12	2504.604	4" POLYSTYRENE INSULATION	SO YD	100.00		\$ 36.00	\$ 3,600.00	\$ -	
13	2504.608	DUCTILE IRON FITTINGS	POUND	1000.00	165.00	\$ 6.00	\$ 6,000.00	\$ 990.00	
							\$ 176,220.00	\$ 150,140.00	
							Schedule C Subtotal:		

Schedule: D						
Description: CP 2015-09D Sanitary Sewer Improvements						
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price
1	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	17.00	16.00	\$ 100.00
2	2503.602	FURNISH & INSTALL NEW RINGS AND CASTING (SANITARY)	EACH	13.00	16.00	\$ 1,000.00
3	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	17.00	16.00	\$ 150.00
4	2503.602	RECONSTRUCT SANITARY SEWER MANHOLE	EACH	4.00	1.00	\$ 3,000.00
5	2503.602	SANITARY SEWER UMBRELLAS	EACH	17.00	17.00	\$ 75.00
					Schedule D Subtotal:	
					\$ 30,525.00	
					\$ 23,000.00	

Schedule: E						
Description: CP 2015-09D College Trail Berm Reconstruction						
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price
1	2101.502	CLEARING	TREE	2.00	1.00	\$ 105.00
2	2101.507	GRUBBING	TREE	2.00	1.00	\$ 105.00
3	2104.501	REMOVE PIPE DRAIN	LIN FT	30.00	30.00	\$ 13.00
4	2104.509	REMOVE GATE VALVE	EACH	2.00	1.00	\$ 800.00
5	2104.602	REMOVE FLARED END SECTION	EACH	1.00	1.00	\$ 30.00
6	2104.604	SALVAGE SHOREMAX	SQ YD	15.00	15.00	\$ 15.00
7	2105.501	COMMON EXCAVATION (P)	CU YD	300.00	300.00	\$ 17.00
8	2105.601	SITE GRADING	LUMP SUM	1.00	1.00	\$ 7,000.00
9	2411.521	GRANULAR BACKFILL (CV)	CU YD	300.00	300.00	\$ 10.00
10	2503.541	24" RC PIPE SEWER DES 3006 CL III	LIN FT	36.00	36.00	\$ 60.00
11	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00	1.00	\$ 1,225.00
12	2503.602	CONNECT TO EXISTING STORM SEWER STRUCTURE	EACH	1.00	1.00	\$ 1,700.00
13	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	1.00	1.00	\$ 3,600.00
14	2540.604	INSTALL SHOREMAX	SQ YD	15.00	15.00	\$ 100.00
15	2573.502	SILT FENCE; TYPE MS	LIN FT	65.00	550.00	\$ 4.00
16	2575.511	MULCH MATERIAL TYPE 1	TON	0.40	0.40	\$ 190.00
17	2575.604	EROSION CONTROL BLANKET - FUTERRA F4 NETLESS BLANKET	SQ YD	100.00	276.00	\$ 4.50
18	2575.605	SEED MIXTURE 33-261	ACRE	0.10	0.10	\$ 2,000.00
19	2575.605	SEED MIXTURE 25-121	ACRE	0.10	0.10	\$ 1,200.00
20	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	700.00	1.25	\$ 875.00
					Schedule E Subtotal:	
					\$ 29,931.00	
					\$ 30,702.00	

Alternate: 1						
Description: CP 2015-09D 80th Street Crossing						
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price
1	2104.503	REMOVE BITUMINOUS WALK	SQ FT	50.00	360.00	\$ 8.00
2	2104.505	REMOVE CONCRETE WALK	SQ YD	25.00	12.50	\$ 24.00
3	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	10.00	19.00	\$ 45.00
4	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	50.00	43.00	\$ 5.00
5	2104.523	SALVAGE SIGN TYPE C	EACH	2.00	2.00	\$ 38.00
6	2211.501	AGGREGATE BASE CLASS 5	TON	10.00	10.00	\$ 80.00
7	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	2.00	4.30	\$ 300.00
8	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	1.00	2.20	\$ 300.00
9	2521.501	6" CONCRETE WALK	SQ FT	100.00	112.00	\$ 16.20
10	2521.511	3" BITUMINOUS WALK	SQ FT	50.00	216.00	\$ 10.00
11	2531.618	TRUNCATED DOMES	SQ FT	50.00	38.00	\$ 40.00
12	2565.616	REVISE SIGNAL SYSTEM B	SYSTEM	1.00	1.00	\$ 13,500.00
13	2582.503	CROSSWALK EPOXY GR IN	SQ FT	480.00	7.00	\$ 3,360.00
					Alternate 1 Subtotal:	
					\$ 24,456.00	
					\$ 25,194.40	

F

Schedule: CP 2018-08 Fire Station No. 2 Water Main Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1		FURNISH AND INSTALL 24" X 12" WET TAP	EACH	1.00	1.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
2		12" DIP WATERMAIN CL 52	LIN FT	55.00	55.00	\$ 85.00	\$ 4,675.00	\$ 4,675.00
3		12" WATERMAIN PLUG	EACH	1.00	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
4		PARKING LOT AND TURF RESTORATION	LUMP SUM	0.50	0.40	\$ 12,000.00	\$ 6,000.00	\$ 4,800.00

Schedule C Subtotal:

\$ 19,175.00 \$ 17,975.00

G

Schedule: CP 2018-08 Fire Station No. 2 Sanitary Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1		SANITARY SEWER MANHOLE AND CASTING	EACH	1.00	1.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2		8" SDR 35 PVC SANITARY SEWER PIPE	LIN FT	10.00	2.00	\$ 95.00	\$ 950.00	\$ 190.00
3		CONNECT TO EXISTING SANITARY SEWER	EACH	1.00	1.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
4		PARKING LOT AND TURF RESTORATION	LUMP SUM	0.50	0.40	\$ 12,000.00	\$ 6,000.00	\$ 4,800.00

Schedule C Subtotal:

\$ 14,950.00 \$ 12,990.00

H

Schedule: CP 2018-11 Fire Station No. 2 Fiber Optic Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1		INSTALL CONDUIT	LIN FT	40.00		\$ 10.00	\$ 400.00	\$ -
2		HANDHOLE/SPLICE BOX COORDINATION	LUMP SUM	1.00		\$ 750.00	\$ 750.00	\$ -

Schedule D Subtotal:

\$ 1,150.00 \$ -

COST SUMMARY

Contract: CP 2015-09D, 2018-08, 2018-11
 Owner: City of Inver Grove Heights
 Project: Broderick Reconstruction
 Fire Station No. 2 Sewer and Water Improvements
 Fire Station No. 2 Fiber Optic Improvements

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
A	CP 2015-09D Street Improvements	\$ 2,755,080.00	\$ 2,566,497.17
B	CP 2015-09D Storm Sewer Improvements	\$ 313,685.50	\$ 326,558.00
C	CP 2015-09D College Trail Berm Reconstruction	\$ 29,931.00	\$ 30,702.00
D	CP 2015-09D Water Main Improvements	\$ 176,220.00	\$ 150,140.00
E	CP 2015-09D Sanitary Sewer Improvements	\$ 30,525.00	\$ 23,000.00
1	CP 2015-09D 80th Street Crossing	\$ 24,456.00	\$ 25,194.40
F	CP 2018-08 Fire Station No. 2 Water Main Improvements	\$ 19,175.00	\$ 17,975.00
G	CP 2018-08 Fire Station No. 2 Sanitary Sewer Improvements	\$ 14,950.00	\$ 12,990.00
H	CP 2018-11 Fire Station No. 2 Fiber Optic Improvements	\$ 1,150.00	\$ -
Total Base Cost		\$ 3,329,897.50	\$ 3,122,091.57
Change Order No. 2 (Schedules F, G, and H)		\$ 35,275.00	\$ 30,965.00
Change Order No. 4		\$ 81,915.75	\$ 81,915.75
Total Contract Amount		\$ 3,447,088.25	
Contract Work Completed To Date			\$ 3,234,972.32
Retainage 5.00%			\$ 161,748.62
Previous Payments			\$ 2,441,699.06
Amount Due This Partial Payment #7			\$ 631,624.64

Change Order No. 2 (Schedules F, G, and H)
 Change Order No. 4

Total Contract Amount
 Contract Work Completed To Date
 Retainage 5.00%
 Previous Payments
 Amount Due This Partial Payment #7

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 8 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

Meeting Date: November 26, 2018
 Item Type: Consent
 Contact: Eric Carlson, 651.450.2587
 Prepared by: Eric Carlson, Parks and Recreation Director
 Reviewed by: Scott D. Thureen, Public Works Director

STB JB

Fiscal/FTE Impact:

- | | |
|-------------------------------------|--|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: Pavement Management Fund, Special Assessments, Utility Funds, DEED Grants, LRIP – MN State Reconstruction Bonds, State Aid Funds, Street Reconstruction Bonds |

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 8 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.

SUMMARY

The improvements were ordered as part of the 2018 Pavement Management Program. The contract was awarded in the amount of \$4,189,854.00 to McNamara Contracting, Inc., on March 12, 2018 for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction and City Project No. 2017-21 – VMCC/Golf Course Parking Lots.

Change Order No. 2 added City Projects 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements (Schedules F, G, and H), for a revised total contract of \$4,110,400.25.

I recommend approval of Pay Voucher No. 8, in the amount of \$404,418.76 (\$0.00 for work on City Project No. 2015-09D – Broderick Boulevard Reconstruction, \$404,418.76 for work on City Project No. 2017-21 VMCC/Golf Course Parking Lots, \$0.00 for work on City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and \$0.00 for work on City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements). All of the costs included under this payment are for City Project No. 2017-21.

LBM/EC

Attachments: Pay Voucher No. 8

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

ESTIMATE NO: 8 (Eight)
DATE: November 26, 2018
PERIOD ENDING: October 31, 2018
CONTRACT: 2018 Pavement Management Program
PROJECT NO: 2015-09D – Broderick Boulevard Reconstruction, 2017-21 – VMCC/Golf Course
Parking Lots, 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and
2018-11 – Fire Station No. 2 Fiber Optic Improvements

TO: McNamara Contracting, Inc.
16700 Chippendale Ave.
Rosemount, MN 55068

Original Contract Amount	\$4,189,854.00
Total Addition (Change Order No. 2, No. 4, and No. 5)	\$138,539.55
Total Deduction (Change Order No. 1)	(\$114,728.75)
Total Contract Amount	\$4,213,664.80
Total Value of Work to Date	\$3,982,740.48
Less Retained (5%)	\$199,137.03
Less Previous Payment	\$3,379,184.69
Total Approved for Payment this Voucher	\$404,418.76
Total Payments including this Voucher	\$3,783,603.45

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through October 31, 2018.

Signed by:	<u>Eric Carlson, Parks and Recreation Director</u>	<u>November 26, 2018</u>
Signed by:	<u>McNamara Contracting, Inc.</u>	<u>Date</u>
Signed by:	<u>George Tourville, Mayor</u>	<u>November 26, 2018</u>

PAYMENT DETAIL LIST

Contract: CP 2017-21
 Owner: City of Inver Grove Heights
 Projects: VMCC/IHGC Parking Lot Rehab

Schedule: Alternate 2
 Description: CP 2017-21 VMCC/Golf Course Parking Lots - VMCC Parking Lot and Trail

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.601	MOBILIZATION - PARKING LOTS	LUMP SUM	0.60	0.60	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00
2	2104.501	REMOVE CURB & GUTTER	LIN FT	900.00	1112.00	\$ 6.00	\$ 5,400.00	\$ 6,672.00
3	2104.505	REMOVE CONCRETE WALK	SQ YD	50.00	78.70	\$ 11.00	\$ 550.00	\$ 865.70
4	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	19000.00	18126.00	\$ 2.50	\$ 47,500.00	\$ 45,315.00
5	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	250.00	506.00	\$ 2.00	\$ 500.00	\$ 1,012.00
6	2104.523	SALVAGE HYDRANT & VALVE	EACH	0.00	0.00	\$ 750.00	\$ -	\$ -
7	2104.523	SALVAGE SIGN TYPE C	EACH	20.00	20.00	\$ 37.00	\$ 740.00	\$ 740.00
8	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	21.00	11.00	\$ 100.00	\$ 2,100.00	\$ 1,100.00
9	2105.501	COMMON EXCAVATION (P)	CU YD	67.00	67.00	\$ 30.00	\$ 2,010.00	\$ 2,010.00
10	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	50.00	316.70	\$ 60.00	\$ 3,000.00	\$ 19,002.00
11	2105.522	SELECT GRANULAR BORROW (CV) (P)	CU YD	50.00	77.60	\$ 60.00	\$ 3,000.00	\$ 4,656.00
12	2112.604	SUBGRADE PREPARATION (P)	SQ YD	17750.00	17750.00	\$ 1.00	\$ 17,750.00	\$ 17,750.00
13	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	TON	10.00	0.00	\$ 120.00	\$ 1,200.00	\$ -
14	2130.501	WATER	M GALLON	10.00	0.00	\$ 40.00	\$ 400.00	\$ -
15	2211.501	AGGREGATE BASE CLASS 5	TON	100.00	761.11	\$ 17.00	\$ 1,700.00	\$ 12,938.87
16	2360.501	TYPE SP 12.5 WEARING COURSE MIX (2.C)	TON	1800.00	1320.97	\$ 55.00	\$ 99,000.00	\$ 72,653.35
17	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (2.C)	TON	2250.00	2237.94	\$ 55.00	\$ 123,750.00	\$ 123,086.70
18	2503.602	FURNISH & INSTALL NEW RINGS AND CASTING (SANITARY)	EACH	2.00	1.00	\$ 1,400.00	\$ 2,800.00	\$ 1,400.00
19	2504.602	ADJUST GATE VALVE	EACH	9.00	7.00	\$ 400.00	\$ 3,600.00	\$ 2,800.00
20	2504.602	HYDRANT AND GATE VALVE	EACH	0.00	0.00	\$ 5,600.00	\$ -	\$ -
21	2506.602	FURNISH & INSTALL NEW RINGS AND CASTING (STORM)	EACH	19.00	7.00	\$ 1,000.00	\$ 19,000.00	\$ 7,000.00
22	2521.501	6" CONCRETE WALK	SQ FT	200.00	1811.00	\$ 10.00	\$ 2,000.00	\$ 18,110.00
23	2521.511	3" BITUMINOUS WALK	SQ FT	0.00	0.00	\$ 1.70	\$ -	\$ -
24	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	255.00	243.30	\$ 62.00	\$ 15,810.00	\$ 15,084.60
25	2531.603	CONCRETE CURB AND GUTTER DESIGN B612 (HAND POUR)	LIN FT	900.00	1169.00	\$ 20.00	\$ 18,000.00	\$ 23,380.00
26	2531.618	TRUNCATED DOMES	SQ FT	0.00	0.00	\$ 40.00	\$ -	\$ -
27	2563.601	TRAFFIC CONTROL - PARKING LOTS	LUMP SUM	0.50	0.38	\$ 1,600.00	\$ 800.00	\$ 600.00
28	2564.531	SIGN PANELS TYPE C	SQ FT	21.00	30.50	\$ 70.00	\$ 1,470.00	\$ 2,135.00
29	2564.537	INSTALL SIGN TYPE C	EACH	2.00	2.00	\$ 120.00	\$ 240.00	\$ 240.00
30	2573.502	SILT FENCE, TYPE MS	LIN FT	100.00	0.00	\$ 2.00	\$ 200.00	\$ -
31	2573.530	STORM DRAIN INLET PROTECTION	EACH	23.00	21.00	\$ 150.00	\$ 3,450.00	\$ 3,150.00
32	2573.601	STABILIZED CONSTRUCTION EXIT - PARKING LOTS	LUMP SUM	0.50	0.00	\$ 3,000.00	\$ 1,500.00	\$ -
33	2575.511	MULCH MATERIAL TYPE 1	TON	0.50	0.00	\$ 190.00	\$ 95.00	\$ -
34	2575.605	SEED MIXTURE 25-131	ACRE	0.25	0.00	\$ 1,700.00	\$ 425.00	\$ -
35	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	875.00	0.00	\$ 1.15	\$ 1,006.25	\$ -
36	2582.501	PAVT MSSG PAINT	SQ FT	120.00	57.59	\$ 6.00	\$ 720.00	\$ 345.54
37	2582.502	4" SOLID LINE PAINT	LIN FT	7000.00	6400.00	\$ 0.55	\$ 3,850.00	\$ 3,520.00
Alternate 2 Subtotal:							\$ 413,566.25	\$ 415,566.76

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.601	MOBILIZATION - PARKING LOTS	LUMP SUM	0.40	0.40	\$ 50,000.00	\$ 20,000.00	\$ 20,000.00
2	2101.501	CLEARING	ACRE	0.10	0.10	\$ 1,100.00	\$ 110.00	\$ 110.00
3	2101.502	CLEARING	TREE	2.00	2.00	\$ 105.00	\$ 210.00	\$ 210.00
4	2101.506	GRUBBING	ACRE	0.10	0.10	\$ 1,050.00	\$ 105.00	\$ 105.00
5	2101.507	GRUBBING	TREE	2.00	2.00	\$ 105.00	\$ 210.00	\$ 210.00
6	2104.501	REMOVE PIPE CULVERTS	LIN FT	81.00	81.00	\$ 13.00	\$ 1,053.00	\$ 1,053.00
7	2104.501	REMOVE CURB & GUTTER	LIN FT	1140.00	942.00	\$ 7.00	\$ 7,980.00	\$ 6,594.00
8	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	11000.00	10510.00	\$ 2.00	\$ 22,000.00	\$ 21,020.00
9	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	35.00	0.00	\$ 2.00	\$ 70.00	\$ -
10	2104.523	SALVAGE SIGN TYPE C	EACH	10.00	9.00	\$ 37.00	\$ 370.00	\$ 333.00
11	2104.602	SALVAGE LIGHT POLE AND FOUNDATION	EACH	1.00	1.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00
12	2105.501	COMMON EXCAVATION (P)	CU YD	1109.00	1109.00	\$ 16.00	\$ 17,744.00	\$ 17,744.00
13	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	50.00	12.50	\$ 60.00	\$ 3,000.00	\$ 750.00
14	2105.522	SELECT GRANULAR BORROW (CV) (P)	CU YD	50.00	0.00	\$ 60.00	\$ 3,000.00	\$ -
15	2122.604	SUBGRADE PREPARATION (P)	SQ YD	10200.00	10200.00	\$ 1.10	\$ 11,220.00	\$ 11,220.00
16	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	10.00	0.00	\$ 120.00	\$ 1,200.00	\$ -
17	2130.501	WATER	M GALLON	10.00	0.00	\$ 40.00	\$ 400.00	\$ -
18	2211.501	AGGREGATE BASE CLASS 5	TON	200.00	682.88	\$ 35.00	\$ 7,000.00	\$ 23,900.80
19	2360.501	TYPE SP 12.5 WEARING COURSE MIX (2.C)	TON	1050.00	1037.97	\$ 56.00	\$ 58,800.00	\$ 58,126.32
20	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (2.C)	TON	1300.00	1212.48	\$ 56.00	\$ 72,800.00	\$ 67,898.88
21	2501.602	15" RC PIPE APRON AND TRASH GUARD	EACH	1.00	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
22	2501.602	15" RC PIPE APRON AND TRASH GUARD (PILING)	EACH	1.00	1.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
23	2501.602	18" RC PIPE APRON AND TRASH GUARD	EACH	0.00	0.00	\$ 1,000.00	\$ -	\$ -
24	2501.602	18" RC PIPE APRON AND TRASH GUARD (PILING)	EACH	1.00	1.00	\$ 4,700.00	\$ 4,700.00	\$ 4,700.00
25	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	110.00	110.00	\$ 38.00	\$ 4,180.00	\$ 4,180.00
26	2503.541	18" RC PIPE SEWER DES 3006 CL V	LIN FT	121.00	121.00	\$ 40.00	\$ 4,840.00	\$ 4,840.00
27	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	3.00	3.00	\$ 3,900.00	\$ 11,700.00	\$ 11,700.00
28	2506.502	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	2.00	2.00	\$ 5,500.00	\$ 11,000.00	\$ 11,000.00
29	2506.502	OUTLET CONTROL STRUCTURE	EACH	1.00	1.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
30	2506.502	FURNISH & INSTALL SAFI Baffle	EACH	1.00	1.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
31	2506.602	CONST DRAINAGE STRUCTURE DES G	EACH	1.00	1.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
32	2511.501	RANDOM RIPRAP CLASS III	CU YD	11.00	0.00	\$ 120.00	\$ 1,320.00	\$ -
33	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	46.00	33.30	\$ 2.50	\$ 115.00	\$ 83.25
34	2531.603	CONCRETE CURB AND GUTTER DESIGN B612 (HAND POUR)	LIN FT	840.00	807.00	\$ 20.00	\$ 16,800.00	\$ 16,140.00
35	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	50.00	74.00	\$ 23.00	\$ 1,702.00	\$ 1,702.00
36	2545.602	INSTALL LIGHT POLE AND FOUNDATION	EACH	1.00	0.00	\$ 3,600.00	\$ 3,600.00	\$ -
37	2563.601	TRAFFIC CONTROL - PARKING LOTS	LUMP SUM	0.50	0.50	\$ 1,600.00	\$ 800.00	\$ 800.00
38	2564.531	SIGN PANELS TYPE C	SQ FT	11.00	0.00	\$ 70.00	\$ 770.00	\$ -
39	2564.537	INSTALL SIGN TYPE C	EACH	5.00	0.00	\$ 120.00	\$ 600.00	\$ -
40	2571.505	DECIDUOUS SHRUB NO 2 CONT	SHRUB	10.00	0.00	\$ 80.00	\$ 800.00	\$ -
41	2571.505	DECIDUOUS SHRUB NO 5 CONT	SHRUB	3.00	0.00	\$ 100.00	\$ 300.00	\$ -
42	2571.507	ORNAMENTAL GRASS NO 1 CONT	PLANT	120.00	0.00	\$ 23.00	\$ 2,760.00	\$ -
43	2573.502	SILT FENCE, TYPE MS	LIN FT	300.00	225.00	\$ 2.00	\$ 600.00	\$ 450.00
44	2573.530	STORM DRAIN INLET PROTECTION	EACH	4.00	4.00	\$ 150.00	\$ 600.00	\$ 600.00
45	2573.601	STABILIZED CONSTRUCTION EXIT - PARKING LOTS	LUMP SUM	0.50	0.00	\$ 3,000.00	\$ 1,500.00	\$ -
46	2574.525	FILTER TOPSOIL BORROW	CU YD	150.00	0.00	\$ 37.00	\$ 5,550.00	\$ -
47	2575.511	MULCH MATERIAL TYPE 1	TON	1.60	0.00	\$ 265.00	\$ 424.00	\$ -
48	2575.604	EROSION STABILIZATION MAT - SHOREMAX	SQ YD	9.00	6.67	\$ 16.00	\$ 144.00	\$ 106.72
49	2575.604	EROSION STABILIZATION MAT - ENKAMAT	SQ YD	37.00	0.00	\$ 12.00	\$ 444.00	\$ -
50	2575.605	SEED MIXTURE 25-131	ACRE	0.40	0.00	\$ 1,700.00	\$ 680.00	\$ -
51	2575.605	SEED MIXTURE 33-261	ACRE	0.20	0.00	\$ 2,000.00	\$ 400.00	\$ -
52	2575.605	SEED MIXTURE TYPE FINE FESCUE	ACRE	0.20	0.00	\$ 1,600.00	\$ 320.00	\$ -
53	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	2800.00	0.00	\$ 1.15	\$ 3,220.00	\$ -
54	2582.501	PAVT MSGG PAINT	SQ FT	60.00	72.13	\$ 6.00	\$ 360.00	\$ 432.78
55	2582.502	4" SOLID PAINT	LIN FT	4750.00	4987.00	\$ 0.55	\$ 2,612.50	\$ 2,742.95

Alternate 3 Subtotal:

\$ 331,661.50 \$ 310,852.60

COST SUMMARY

Contract: CP 2017-21
Owner: City of Inver Grove Heights
Project: VMCC/IHGC Parking Lot Rehab

Schedule	Description
Alternate 2	CP 2017-21 VMCC/Golf Course Parking Lots - VMCC Parking Lot and Trail
Alternate 3	CP 2017-21 VMCC/Golf Course Parking Lots - Golf Course Parking Lot
1	VMCC Subgrade Correction

Total Estimated Cost	Total Contract Cost To-Date
\$ 413,566.25	\$ 415,566.76
\$ 331,561.50	\$ 310,852.60
\$ 24,330.00	\$ 21,348.80
\$ 745,227.75	\$ 747,768.16
Total Base Cost	
\$ 769,557.75	\$ 747,768.16
Total Contract Amount	
Contract Work Completed To Date	\$ 37,388.41
Retainage 5.00%	\$ 305,960.99
Previous Payments	\$ 404,418.76
Amount Due This Partial Payment #2	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 5 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

Meeting Date: November 26, 2018
 Item Type: Consent
 Contact: Eric Carlson, 651.450.2587
 Prepared by: Eric Carlson, Parks and Recreation Director
 Reviewed by: Scott D. Thureen, Public Works Director

SDT SPT

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Fund, Special Assessments, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider Change Order No. 5 for City Project No. 2015-09D – Broderick Boulevard Reconstruction and City Project No. 2017-21 VMCC/Golf Course Parking Lots adding 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.

SUMMARY

City Project 2017-21 includes the paving of the front parking lot at the Veteran's Memorial Community Center (VMCC). Prior to paving the parking lot, the existing subgrade and aggregate base was test rolled to verify compaction and support for the new bituminous pavement. The subgrade and aggregate base passed the test roll. Following placement of the base course lift of bituminous pavement, rutting and settlement was observed in several locations within the parking lot despite the passing roll tests prior to paving.

The rutting and settlement of the newly placed bituminous pavement required repair. The pavement and base material was removed and replaced with suitable base material. A new lift of base bituminous material was placed and no further rutting or settlement has been observed.

The City concurrently had a rink construction project occurring during that required access from the rear parking lot at the VMCC. Due to longer than expected construction at the rink project, the rear parking lot was not accessible until the first week in October for CP 2017-21. A change to the completion date for this project is necessary as a result.

The Change Order has been prepared and negotiated in a unit price format. The original estimated quantities by McNamara Contracting have been revised based on the actual amount of materials placed to complete the repairs. I recommend approval of Change Order No. 5, in the amount of \$21,348.80 (for a revised total contract amount of \$4,213,664.80) for work on City Project No. 2017-21 VMCC/Golf Course parking lots. Funding will come from the Pavement Management Fund.

LBM/ec

Attachments: Change Order No. 5

CHANGE ORDER NO. 5

**2018 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2015-09D – BRODERICK BOULEVARD RECONSTRUCTION
CITY PROJECT 2017-21 VMCC/GOLF COURSE PARKING LOTS
CITY PROJECT NO. 2018-08 – FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS
CITY PROJECT NO. 2018-11 – FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTSS**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 26, 2018
Contractor: McNamara Contracting, Inc. 16700 Chippendale Avenue Rosemount, MN 55068	Engineer: Kimley-Horn and Associates

PURPOSE OF CHANGE ORDER: To repair failing subgrade at the VMCC parking lot and extend the completion date for the rear parking lot work. The addition of this utility work adds \$21,348.80 (CP 2017-21) to the existing CP 2015-09D, CP 2017-21, CP 2018-08, and CP 2018-11.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Proposed Contract Price: \$4,189,854.00	Original Contract Time: Final Completion Date – September 28, 2018
Previous Change Orders \$2,462.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$4,192,316.00	Contract Time Prior to this Change Order Final Completion Date – September 28, 2018
Net Increase (Decrease) of this Change Order \$21,348.80	Net Increase (Decrease) of Change Order 48 calendar days for Final Completion Date
Contract Price with all Approved Change Orders \$4,213,664.80	Contract Time with Approved Change Final Completion Date – November 16, 2018
Recommended By: Eric Carlson, Parks and Recreation Director	Approved By: McNamara Contracting, Inc.

Approved By:

Approved By:

Date of Council Action:

Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

November 26, 2018



McNamara Contracting, Inc

16700 Chippendale Ave.
 Rosemount, MN 55068
 Phone: 651.322.5500 Fax: 651.322.5550
 Plant: 651.322.3939
www.mcnamaracontracting.com

To:	INVER GROVE HEIGHTS CITY OF	Contact:	
Address:	8150 BARBARA AVENUE	Phone:	
	INVER GROVE HEIGHTS, MN 55077	Fax:	
Project Name:	VMCC Corrections	Bid Number:	
Project Location:		Bid Date:	10/4/2018
Addendum #:	-		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Remove Bituminous (includes saw cutting)	213.6	SY	\$15.00	\$3,204
2	Common Excavation (20")	107	CY	\$35.00	\$3,745
3	3" Minus (12")	107.55	TON	\$40.00	\$4,302
4	Class 5 (8")	39.10	TON	\$28.00	\$1,094.80
5	2" SPNWB230C Bituminous Base	45	TON	\$200.00	\$9,000

Total Bid Price: ~~\$24,330.00~~
\$21,348.80

Notes:

- Quantities are estimated based on sketch provided by owner. Billing will be based on actual quantity performed and installed in field.
- For the purpose of estimating quantities it was assumed 20" excavation, 12" 3" Minus, and 8" Class 5. These assumptions can be adjusted based on engineers direction; again payment will be based on actual quantities performed.

Payment Terms:

Payment due within 10 days after payment is made by Owner or within 30 days of invoice; whichever is sooner

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: McNamara Contracting, Inc. Authorized Signature: _____ Estimator: Mike McNamara (612) 363-8191 m.mcnamara@mcnamaracontracting.com
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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order Nos. 3 and 4 and Pay Voucher No. 4 for City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 Fire Station No. 2 Fiber Optic Improvements

Meeting Date: November 26, 2018

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572

Prepared by: Steve W. Dodge, Asst. City Engineer *SWD*

Reviewed by: Scott D. Thureen, Public Works Director *SST SB*

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Fire Station No. 2 Project Funds

PURPOSE/ACTION REQUESTED

Consider Change Order Nos. 3 and 4 and Pay Voucher No. 4 for City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 Fire Station No. 2 Fiber Optic Improvements.

SUMMARY

City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 Fire Station No. 2 Fiber Optic Improvements are currently under construction. The projects purpose is to extend sanitary sewer, watermain and conduit for fiber optic that will begin at Broderick Boulevard, 800 feet north of Concord Boulevard, and be extended southwest 800 feet to the expanded MUSA, west of T.H. 52/55, which also includes further extension to the proposed Fire Station No. 2 building and the adjacent parcel to the south.

Change Order No. 3, in the amount of \$345,826.39 is for unforeseen conditions encountered during boring of the initial sanitary sewer casing under T.H. 52/55 involving obstruction removals and soft soils. The contractor encountered 16 total obstructions in the first 116 LF, which is 11 obstructions greater than the authorized contract amount, at \$3,000.00 per obstruction. After obstruction removals, the contractor continued jacking operations of the casing and encountered unforeseen liquid soft soils that drained through the casing that created a sink hole under Highway 52/55's inside shoulder and in the grass median. Under geotechnical observation, the contractor provided emergency corrective work to stabilize the area, investigation to prevent further issues, and changed their means and methods to directional drilling HDPE casing pipe for both sanitary and watermain. Additional traffic control on T.H. 52/55 was necessary to complete the directional drilling operations for the sewer and water.

Change Order No. 4 is for a reduction in contract quantities due to the modifications in Change Order No. 3 for a decrease of (\$196,150.00). The jacking operation quantities were not utilized when the contractor installation methods changed to directional drilling requiring a change in labor, materials and equipment.

I recommend approval of Change Order No. 3, an increase in the amount of \$345,826.39 and Change Order No. 4, a decrease in the amount of (\$196,150.00) (for a revised project contract amount of \$837,554.34) and Pay Voucher No. 4, in the amount of \$371,895.92 (\$360,176.72 for work on City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements, \$11,719.20 for work on City Project No. 2018-11 Fire Station No. 2 Fiber Optic Improvements).

SWD/mw

Attachments: Change Order Nos. 3 and 4
Pay Voucher No. 4
Change Order Nos. 3 and 4 Summaries
Bid Abstract

CHANGE ORDER NO. 3**2018 CAPITAL IMPROVEMENT PROGRAM****CITY PROJECT NO. 2018-08 – FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS and
CONDUIT FOR CITY PROJECT NO. 2018-11 – FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 26, 2018
Contractor: EJM Pipe Services, Inc. 14461 Lake Drive Columbus, MN 55025	Engineer: SRF Consulting Group, Inc

PURPOSE OF CHANGE ORDER: Sanitary Sewer/Watermain changes under Highway 52/55, due to unforeseen conditions, rock obstructions, soil corrective actions, change in means and methods from auguring/jacking to directional drilling, and change in materials with the proposed City Fire Station No. 2 (City Project Nos. 2018-08 and 2018-11). The additional costs of equipment, labor and materials come to \$345,826.39 (Change Order No. 3).

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Proposed Contract Price: \$683,979.95	Original Contract Time: Interim 1b Oct 15, 2018
Previous Change Orders \$3,898.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$687,877.95	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order \$345,826.39	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$1,033,704.34	Contract Time with Approved Change Interim 1b Jun 30, 2018
Recommended By: Michael Wright, Engineering Technician	Approved By: EJM Pipe Services, Inc.

Approved By:

Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

November 26, 2018

CHANGE ORDER NO. 3 SUMMARY

Contract: Owner: Project:	CP 2018-08, AND 2018-11 CITY OF INVER GROVE HEIGHTS FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS CONDUIT FOR FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS	EJM Pipe Services			
Schedule:	CP 2018-08 FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS (SCHEDULE A, B, C)				
Description:	SANITARY SEWER/WATERMAIN CHANGES UNDER HIGHWAY 52/55, DUE TO UNFORESEEN CONDITIONS (ADDITIONS)				
Item No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
SCHEDULE A: STREET IMPROVEMENTS					
1	OBSTRUCTION REMOVAL	EACH	11	\$ 3,000.00	\$ 33,000.00
SUBTOTAL					\$ 33,000.00
SCHEDULE B: SANITARY					
1	SOFT SOILS CORRECTIVE WORK	LUMP SUM	1	\$ 65,814.41	\$ 65,814.41
2	SANITARY CASING AND PIPE CHANGE OF WORK	LUMP SUM	1	\$ 137,011.98	\$ 137,011.98
SUBTOTAL					\$ 202,826.39
SCHEDULE C: WATERMAIN					
3	24" HDPE CASING (DRILLED)	LIN FT	250	\$ 440.00	\$ 110,000.00
SUBTOTAL					\$ 110,000.00
CP 2018-08 TOTAL					\$ 345,826.39
NOTES: *Work and fee based on EJM Invoices, emails, records, and logs, confirmed by SRF/City IGH					
Schedule:	CONDUIT FOR CP 2018-11 FIRE STATION NO. 2 FIBER OPTIC IMPROVEMNETS (SCHEDULE D)				
Description:	N/A				
Item No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
SCHEDULE D: CONDUIT FOR FIBER OPTIC					
1	N/A	EACH	1	\$ -	\$ -
CP 2018-11 TOTAL					\$ -
NOTES: *Not Applicable					
Total Change Order #3				\$	345,826.39

CHANGE ORDER NO. 4**2018 CAPITAL IMPROVEMENT PROGRAM****CITY PROJECT NO. 2018-08 – FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS and
CONDUIT FOR CITY PROJECT NO. 2018-11 – FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 26, 2018
Contractor: EJM Pipe Services, Inc. 14461 Lake Drive Columbus, MN 55025	Engineer: SRF Consulting Group, Inc

PURPOSE OF CHANGE ORDER: Reduction in project quantities due to modifications required in Change Order No. 3 of (\$196,150.00).

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Proposed Contract Price: \$683,979.95	Original Contract Time: Interim 1b Oct 15, 2018
Previous Change Orders \$349,724.39	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$1,033,704.34	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order (\$196,150.00)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$837,554.34	Contract Time with Approved Change Interim 1b Jun 30, 2018
Recommended By: Michael Wright, Engineering Technician	Approved By: EJM Pipe Services, Inc.

Approved By:

Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

November 26, 2018

CHANGE ORDER NO. 4 SUMMARY

Contract: Owner: Project:	CP 2018-08, AND 2018-11 CITY OF INVER GROVE HEIGHTS FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS CONDUIT FOR FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS				EJM Pipe Services			
Schedule:	CP 2018-08 FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS (SCHEDULE A, B, C)							
Description:	SANITARY SEWER/WATERMAIN CHANGES UNDER HIGHWAY 52/55, DUE TO UNFORESEEN CONDITIONS (DEDUCTIONS)							
Item No.	Item Description	Unit	Contract Quantity	Unit Price			Amount	
SCHEDULE B: SANITARY								
1	30" STEEL CASING PIPE (JACKED)	LIN FT	-134	\$ 475.00			\$ (63,650.00)	
2	8" PVC SDR 26 PIPE SEWER (THROUGH CASING)	LIN FT	-250	\$ 55.00			\$ (13,750.00)	
SUBTOTAL				\$ (77,400.00)				
SCHEDULE C: WATERMAIN								
1	30" STEEL CASING PIPE (JACKED)	LIN FT	-250	\$ 475.00			\$ (118,750.00)	
SUBTOTAL				\$ (118,750.00)				
CP 2018-08 TOTAL				\$ (196,150.00)				
NOTES: *Work and fee based on EJM Invoices, emails, records, and logs, confirmed by SRF/City IGH								
Schedule:	CONDUIT FOR CP 2018-11 FIRE STATION NO. 2 FIBER OPTIC IMPROVEMNETS (SCHEDULE D)							
Description:	N /A							
Item No.	Item Description	Unit	Contract Quantity	Unit Price				
SCHEDULE D: CONDUIT FOR FIBER OPTIC								
1	N/A	EACH	1	\$ -	\$ -			
CP 2018-11 TOTAL				\$ -				
NOTES: *Not Applicable								
Total Change Order #4 \$ (196,150.00)								

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

ESTIMATE NO: 4 (Four)
DATE: November 26, 2018
PERIOD ENDING: October 31, 2018
PROJECT NO: 2018-08 – Fire Station No. 2 Sewer and Water Improvements, 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements

TO: EJM Pipe Services, Inc.
14461 Lake Drive
Columbus, MN 55025

Original Contract Amount	\$683,979.95
Total Addition (Change Orders Nos. 1, 2 and 3)	\$349,724.39
Total Deduction (Change Order No. 4)	(\$196,150.00)
Total Contract Amount	\$837,554.34
Total Value of Work to Date	\$635,425.37
Less Retained (5%)	\$31,771.27
Less Previous Payment	\$231,758.18
Total Approved for Payment this Voucher	\$371,895.92
Total Payments including this Voucher	\$603,654.10

Approvals:

Pursuant to our field observation, I hereby recommend payment for the above stated amount of work performed through October 31, 2018.

Signed by: _____ Thomas J. Kaldunski, City Engineer	<u>November 26, 2018</u>
Signed by: _____ EJM Pipe Services, Inc.	_____ Date
Signed by: _____ George Tourville, Mayor	<u>November 26, 2018</u>

**BID ABSTRACT
FOR**

CITY OF INVER GROVE HEIGHTS
2018 CAPITAL IMPROVEMENT PROGRAM
CITY PROJECT NO. 2018-08 FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS
CITY PROJECT NO. 2018-11 CONDUIT FOR FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS

Schedule A : STREETS						E J M PIPE SERVICES		PAY ESTIMATE #4 10/31/2018
Item No.	MnDOT No.	Item Description	Unit	Quantity	Unit Price	Amount	Quantity to Date	Total Cost to Date
1	2021.501	MOBILIZATION	LUMP SUM	1	\$ 18,500.00	\$ 18,500.00	1	\$ 18,500.00
2	2101.505	CLEARING	ACRE	0.34	\$ 5,000.00	\$ 1,700.00	0.34	\$ 1,700.00
3	2101.505	GRUBBING	ACRE	0.34	\$ 5,000.00	\$ 1,700.00	0.34	\$ 1,700.00
4	2101.524	CLEARING	TREE	37	\$ 150.00	\$ 5,550.00	37	\$ 5,550.00
5	2101.524	GRUBBING	TREE	37	\$ 150.00	\$ 5,550.00	37	\$ 5,550.00
6	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	839	\$ 3.00	\$ 2,517.00	670	\$ 2,010.00
7	2104.503	REMOVE CURB AND GUTTER	LIN FT	90	\$ 8.00	\$ 720.00	101	\$ 808.00
8	2104.503	SALVAGE PIPE SEWER	LIN FT	45	\$ 12.00	\$ 540.00	45	\$ 540.00
9	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	1883	\$ 3.00	\$ 5,649.00	1237	\$ 3,711.00
10	2104.521	SALVAGE FENCE	LIN FT	90	\$ 10.00	\$ 900.00		\$ -
11	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	625	\$ 14.00	\$ 8,750.00	625	\$ 8,750.00
12	2105.602	OBSTRUCTION REMOVAL	EACH	5	\$ 3,000.00	\$ 15,000.00	5	\$ 15,000.00
13	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	5	\$ 150.00	\$ 750.00	3	\$ 450.00
14	2130.601	WATER USAGE ALLOWANCE	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	0.5	\$ 2,500.00
15	2211.501	AGGREGATE BASE CLASS 5	TON	881	\$ 16.00	\$ 14,096.00	363	\$ 5,808.00
16	2360.501	TYPE WEARING COURSE MIXTURE (3,B)	TON	208	\$ 71.50	\$ 14,872.00	132	\$ 9,438.00
17	2360.501	TYPE NON-WEAR COURSE MIXTURE (3,B)	TON	213	\$ 71.50	\$ 15,229.50	128	\$ 9,152.00
18	2476.601	WASTE COLLECTION AND DISPOSAL ALLOWANCE	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	0.5	\$ 2,500.00
19	2501.571	INSTALL PIPE SEWER	LIN FT	45	\$ 20.00	\$ 900.00		\$ -
20	2531.503	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	90	\$ 45.00	\$ 4,050.00	56	\$ 2,520.00
21	2533.503	PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	LIN FT	1360	\$ 16.00	\$ 21,760.00		\$ -
22	2557.603	INSTALL FENCE	LIN FT	90	\$ 25.00	\$ 2,250.00		\$ -
23	2557.603	CONSTRUCTION FENCE	LIN FT	720	\$ 2.50	\$ 1,800.00	545	\$ 1,362.50
24	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$ 8,450.00	\$ 8,450.00	0.5	\$ 4,225.00
25	2571.524	DECIDUOUS TREE 2.5" CAL B&B	TREE	2	\$ 750.00	\$ 1,500.00		\$ -
26	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$ 1,000.00	\$ 1,000.00		\$ -
27	2573.502	SILT FENCE, TYPE MS	LIN FT	1851	\$ 2.00	\$ 3,702.00	1131	\$ 2,262.00
28	2573.53	INLET PROTECTION	EACH	9	\$ 200.00	\$ 1,800.00	2	\$ 400.00

BID DATE: JUNE 15, 2018 - 9:00 a.m.

BID DATE: JUNE 15, 2018 - 9:00 a.m.				E J M PIPE SERVICES				PAY ESTIMATE #4 10/31/2018			
29	2573.533	BIOROLL	LIN FT	304	\$	3.25	\$	988.00	230	\$	747.50
30	2573.901	STORM WATER MANAGEMENT ALLOWANCE	LUMP SUM	1	\$	10,000.00	\$	10,000.00		\$	-
31	2574.508	FERTILIZER TYPE 3	POUND	43	\$	1.00	\$	43.00		\$	-
32	2575.504	SODDING TYPE SALT TOLERANT	SQ YD	202	\$	16.00	\$	3,232.00		\$	-
33	2575.504	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	3485	\$	1.50	\$	5,227.50		\$	-
34	2575.505	SEEDING	ACRE	0.72	\$	5,200.00	\$	3,744.00		\$	-
35	2575.508	SEED MIXTURE 25-131	POUND	39	\$	3.25	\$	126.75		\$	-
36	2575.508	SEED MIXTURE 35-241	POUND	20	\$	15.50	\$	310.00		\$	-
37	2575.571	RAPID STABILIZATION METHOD 3	ACRE	0.548	\$	2,400.00	\$	1,315.20		\$	-
38	2582.502	4" SOLID LINE WHITE (PAINT)	LIN FT	1180	\$	2.00	\$	2,360.00		\$	-
39	2231.507	BITUMINOUS PATCHING MIXTURE	CU YD	10	\$	290.00	\$	2,900.00		\$	-
SCHEDULE A SUBTOTAL:					\$ 199,481.95				\$ 105,184.00		

BID DATE: JUNE 15, 2018 - 9:00 a.m.

E J M PIPE SERVICES

PAY ESTIMATE #4 10/31/2018

Schedule B : SANITARY

Item No.	MnDOT No.	Item Description	Unit	Quantity	Unit Price	Amount	Quantity to Date	Total Cost to Date
40	2021.501	MOBILIZATION	LUMP SUM	1	\$ 12,500.00	\$ 12,500.00	1	\$ 12,500.00
41	2451.609	GRANULAR FOUNDATION	TON	70	\$ 27.00	\$ 1,890.00		\$ -
42	2451.609	GRANULAR BACKFILL	CU YD	90	\$ 14.00	\$ 1,260.00		\$ -
43	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
44	2503.602	BORING PIT (SANITARY)	EACH	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00
45	2503.603	8" DIP CL 52 (CERAMIC LINED)	LIN FT	27	\$ 50.00	\$ 1,350.00		\$ -
46	2503.603	8" PVC SEWER, SDR 26 (10'-15' DEEP)	LIN FT	629	\$ 28.00	\$ 17,612.00	488	\$ 13,664.00
47	2503.603	8" PVC SEWER, SDR 26 (15'-20' DEEP)	LIN FT	351	\$ 28.00	\$ 9,828.00		\$ -
48	2503.603	8" PVC SEWER, SDR 26 (20'-25' DEEP)	LIN FT	161	\$ 28.00	\$ 4,508.00		\$ -
49	2503.603	30" STEEL CASING PIPE (JACKED)	LIN FT	210	\$ 475.00	\$ 99,750.00	123	\$ 58,425.00
50	2503.603	8" PVC SDR 26 PIPE SEWER (THROUGH CASING)	LIN FT	210	\$ 55.00	\$ 11,550.00		\$ -
51	2506.502	48" DIA. SANITARY MANHOLE	LIN FT	108	\$ 208.00	\$ 22,464.00	30.06	\$ 6,252.48
52	2506.516	CASTING ASSEMBLY (SANITARY)	EACH	7	\$ 650.00	\$ 4,550.00		\$ -
53	2506.603	CONSTRUCT 8" OUTSIDE DROP	LIN FT	12	\$ 390.00	\$ 4,680.00		\$ -
54	2550.602	MARKING POST	EACH	10	\$ 145.00	\$ 1,450.00		\$ -
55	2506.602	EXTERNAL CHIMNEY SEAL	EACH	7	\$ 200.00	\$ 1,400.00	1	\$ 200.00
SCHEDULE B SUBTOTAL:						\$ 207,792.00		\$ 104,041.48

Schedule C : WATERMAIN

Item No.	MnDOT No.	Item Description	Unit	Quantity	Unit Price	Amount	Quantity to Date	Total Cost to Date
56	2021.501	MOBILIZATION	LUMP SUM	1	\$ 12,500.00	\$ 12,500.00	1	\$ 12,500.00
57	2451.609	GRANULAR FOUNDATION	TON	70	\$ 27.00	\$ 1,890.00		\$ -
58	2451.609	GRANULAR BACKFILL	CU YD	90	\$ 14.00	\$ 1,260.00		\$ -
59	2503.602	BORING PIT (WATERMAIN)	EACH	1	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00
60	2503.608	DUCTILE IRON FITTINGS	POUND	4480	\$ 4.75	\$ 21,280.00	530	\$ 2,517.50
61	2504.502	48" AIR RELIEF MANHOLE	LIN FT	8	\$ 675.00	\$ 5,400.00		\$ -
62	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	1	\$ 2,150.00	\$ 2,150.00	1	\$ 2,150.00
63	2504.602	HYDRANT	EACH	3	\$ 3,750.00	\$ 11,250.00		\$ -
64	2504.602	1.5" CORPORATION STOP	EACH	1	\$ 800.00	\$ 800.00		\$ -
65	2504.602	6" GATE VALVE & BOX	EACH	3	\$ 1,150.00	\$ 3,450.00		\$ -
66	2504.602	10" GATE VALVE & BOX	EACH	1	\$ 2,100.00	\$ 2,100.00		\$ -
67	2504.602	12" GATE VALVE & BOX	EACH	2	\$ 2,600.00	\$ 5,200.00	1	\$ 2,600.00
68	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	30	\$ 58.00	\$ 1,740.00		\$ -
69	2504.603	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	96	\$ 50.00	\$ 4,800.00		\$ -
70	2504.603	10" WATERMAIN DUCTILE IRON CL 52	LIN FT	508	\$ 43.00	\$ 21,844.00		\$ -

BID DATE: JUNE 15, 2018 - 9:00 a.m.					E J M PIPE SERVICES			PAY ESTIMATE #4 10/31/2018						
71	2504.603	12" WATERMAIN DUCTILE IRON CL 52	LIN FT	830	\$	50.00	\$	41,500.00	401	\$	20,050.00			
72	2504.603	12" DIP WATERMAIN (THROUGH CASING)	LIN FT	200	\$	59.00	\$	11,800.00	240	\$	14,160.00			
73	2504.603	30" STEEL CASING PIPE (JACKED)	LIN FT	200	\$	475.00	\$	95,000.00		\$	-			
74	2506.516	CASTING ASSEMBLY (WATER)	EACH	1	\$	650.00	\$	650.00		\$	-			
SCHEDULE C SUBTOTAL:					\$	252,114.00			\$	61,477.50				
Schedule D : CONDUIT FOR FIBER OPTIC														
Item No.	MnDOT No.	Item Description	Unit	Quantity	Unit Price	Amount	Quantity to Date	Total Cost to Date						
75	2021.501	MOBILIZATION	LS	1	\$	2,000.00	1	\$	2,000.00					
76	2545.503	INSTALL 1.5" NON-METALLIC CONDUIT	LIN FT	612	\$	8.00		\$	4,896.00					
77	2545.503	INSTALL 4" NON-METALLIC CONDUIT (DIRECTIONAL BOR	LIN FT	200	\$	50.00	200	\$	10,000.00					
78	2545.603	INSTALL 1.5" NON-METALLIC CONDUIT (SPECIAL 1)	LIN FT	400	\$	4.00	200	\$	800.00					
79	2545.603	INSTALL 1.5" NON-METALLIC CONDUIT (SPECIAL 2)	LIN FT	1016	\$	6.00	1016	\$	6,096.00					
SCHEDULE D SUBTOTAL:					\$	24,592.00			\$	18,896.00				
CP NO. 2018-08 FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS TOTAL (SCHEDULES A-C):												\$	270,702.98	
CP NO. 2018-11 CONDUIT FOR FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS TOTAL (SCHEDULE D):												\$	18,896.00	
CP NO. 2018-08 AND CP2018-11 TOTAL (SCHEDULES A-D):												\$	683,979.95	

BID DATE: JUNE 15, 2018 - 9:00 a.m.

E J M PIPE SERVICES

PAY ESTIMATE #4 10/31/2018

COST SUMMARY

CONTRACT:

OWNER:

PROJECT:

CP 2018-08, 2018-11
CITY OF INVER GROVE HEIGHTS
FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS
FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS

SCHEDULE

DESCRIPTION

- A CP 2018-08 STREETS
- B CP 2018-08 SANITARY
- C CP 2018-08 WATERMAIN
- D CP 2018-11 CONDUIT FOR FIBER OPTIC

		TOTAL ESTIMATED COST	TOTAL CONTRACT COST TO-DATE
		\$ 199,481.95	\$ 105,184.00
		\$ 207,792.00	\$ 104,041.48
		\$ 252,114.00	\$ 61,477.50
		\$ 24,592.00	\$ 18,896.00
TOTAL BASE COST		\$ 683,979.95	\$ 289,598.98
CP 2018-08 CHANGE ORDER #1 (SCHEDULE A-C)		\$ 2,564.00	\$ 2,564.00
CP 2018-11 CHANGE ORDER #1(SCHEDULE D)		\$ 1,334.00	\$ 1,334.00
CP 2018-08 CHANGE ORDER #3 (SCHEDULE A-C)		\$ 345,826.39	\$ 345,826.39
CP 2018-08 CHANGE ORDER #4 (SCHEDULE A-C) DEDUCTION		\$ (196,150.00)	
TOTAL CONTRACT AMOUNT		\$ 837,554.34	
CONTRACT WORK COMPLETED TO DATE			\$ 635,425.37
RETAINAGE 5%			\$ 31,771.27
PREVIOUS PAYMENTS			\$ 231,758.18
AMOUNT DUE THIS PARTIAL PAYMENT #4			\$ 371,895.92

BID DATE: JUNE 15, 2018 - 9:00 a.m.

E J M PIPE SERVICES

PAY ESTIMATE #4 10/31/2018

CURRENT CONSTRUCTION COST BREAKDOWN TO DATE (INTERNAL USE ONLY, NOT FOR CITY COUNCIL MEMO)

DATE OF COUNCIL ACTION 11/26/2018

CITY PROJECT NO.	ORIGINAL CONTRACT AMOUNT	TOTAL CHANGE ORDERS	CONTRACT WORK COMPLETED TO DATE	RETAINAGE	CURRENT PAYMENT	PAID TO DATE	CURRENT CONTRACT AMOUNT
2018-08	\$ 659,387.95	\$ 152,240.39	\$ 616,529.37	\$ 30,826.47	\$ 360,176.72	\$ 585,702.90	\$ 811,628.34
2018-11	\$ 24,592.00	\$ 1,334.00	\$ 18,896.00	\$ 944.80	\$ 11,719.20	\$ 17,951.20	\$ 25,926.00
Total	\$ 683,979.95	\$ 153,574.39	\$ 635,425.37	\$ 31,771.27	\$ 371,895.92	\$ 603,654.10	\$ 837,554.34

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project 2018-14 – Raingarden Retrofit 2018

Meeting Date: November 26, 2018

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572

Prepared by: Steve W. Dodge, Assistant 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: Storm Water Utility Fund |

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project 2018-14 – Raingarden Retrofit 2018.

SUMMARY

The work was ordered to benefit the City's Roadside Raingarden Program. New catch basin inlets were installed and will collect debris and sediment allowing for easier maintenance for city staff. The contract was awarded in the amount of \$22,500 to M & J Services LLC on August 27, 2018 for City Project 2018-14 – Raingarden Retrofit 2018.

Final Compensating Change Order No. 1, in the amount of (\$4,932), reduces the amount to reflect the actual amount work that was performed.

The contractor has completed the raingarden maintenance and retrofit work in accordance with the contract plans and specifications. Five raingarden catch basin inlets were installed and six raingardens received edging and plants.

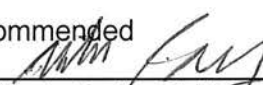
I recommend approval of Final Compensating Change Order No. 1 in the amount of (\$4,932) (for a revised contract amount of \$17,568), Final Pay Voucher No. 1 in the amount of \$17,568, Engineer's Final Report and Resolution Accepting Work for City Project 2018-14 – Raingarden Retrofit 2018

SWD/np

Attachments: Final Compensating Change Order No. 1
Final Pay Voucher No. 1
Engineer's Final Report
Resolution Accepting Work

FINAL COMPENSATING CHANGE ORDER NO. 1

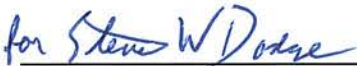
**CITY PROJECT 2018-14
RAINGARDEN RETROFIT 2018**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077 Contractor: M & J Services LLC 6775 Cahill Ave #205 Inver Grove Heights, MN 55076	Date of Issuance: November 26, 2018 Engineer: City Engineer
<u>Purpose of Change Order</u> Final Compensating Change Order No. 1 is for decreasing the contract amount by \$4,8932 to reflect the actual quantities of the work that was performed.	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$22,500.00	Original Contract Time:
Previous Change Orders No. ____ to No. ____	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$22,500.00	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order (\$4,932.00)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$17,568.00	Contract Time with Approved Change Orders
Recommended By:  Nicole Portugal, Engineering Technician	Approved By:  M & J Services LLC

Approved By:

Approved By:

Date of Council Action:



Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

November 26, 2018

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: One (1) FINAL
DATE: November 26, 2018
PERIOD ENDING: October 31, 2018
CONTRACT: 2018-14 – Raingarden Retrofit 2018
PROJECT NO: 2018-14 – Raingarden Retrofit 2018

TO: M & J Services LLC
6775 Cahill Ave #205
Inver Grove Heights, MN 55076

Original Contract Amount \$22,500.00
Total Addition \$0.00
Total Deduction (Change Order No. 1) \$4,932.00
Total Contract Amount..... \$17,568.00
Total Value of Work to Date..... \$17,568.00
Less Retained (0%) \$0.00
Less Previous Payment..... \$0.00
Total Approved for Payment this Voucher..... \$17,568.00
Total Payments including this Voucher \$17,568.00

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through October 31, 2018.

Signed by: for Steven W. Dodge
Thomas J. Kaldunski, City Engineer

November 26, 2018

Signed by: [Signature]
M & J Services LLC

11/14/2018
Date

Signed by: _____
George Tourville, Mayor

November 26, 2018

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT 2018-14 RAINGARDEN RETROFIT

November 26, 2018

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to M & J Services LLC. The work consisted of raingarden inlet retrofits.

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

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

ORIGINAL CONTRACT PRICE	\$22,500.00
CHANGE ORDER NO. 1	(\$4,932.00)
FINAL VALUE OF WORK	\$17,568.00
TOTAL CONTRACT AMOUNT	\$17,568.00
PREVIOUS PAYMENTS	\$0.00
BALANCE DUE	\$17,568.00

Sincerely,

Steve W. Dodge,
Assistant City Engineer
SWD/np

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

**RESOLUTION ACCEPTING WORK OF M & J SERVICES LLC. AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$17,568**

**2018 RAINGARDEN RETROFIT
CITY PROJECT 2018-14 – RAINGARDEN RETROFIT 2018**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated August 27, 2018, M & J Services LLC. satisfactorily completed improvements and appurtenances for City Project 2018-14 – Raingarden Retrofit 2018.

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

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

Adopted by the City Council of Inver Grove Heights this 26th day of November 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2016-15 – Five Million Gallon Babcock Trail Ground Storage Reservoir Exterior Rehabilitation

Meeting Date: November 26, 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 Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2016-15 – Five Million Gallon Babcock Trail Ground Storage Reservoir Exterior Rehabilitation.

SUMMARY

The contract was awarded in the amount of \$89,087 to Elevation Coating, LLC on May 14, 2018 for City Project No. 2016-15. Change Order No. 1 in the amount of \$3000 was approved on September 24, 2018 for a revised contract amount of \$92,087.

The contractor has completed the work through October 31, 2018 in accordance with the contract plans and specifications. A letter of recommendation for payment and acceptance (attached) has been provided by SEH, Inc., the design consultant for the project.

I recommend approval of Final Pay Voucher No. 1 in the amount of \$92,087, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2016-15.

SDT/kf

Attachments: Letter for SEH, Inc.
 Final Pay Voucher No. 1
 Engineer's Final Report
 Resolution Accepting Work



Building a Better World
for All of Us®

October 31, 2018

RE: City of Inver Grove Heights
5,000,000 Gallon Babcock Trail Ground
Storage Reservoir Exterior Rehabilitation
SEH No. INVER 145471 14.00

Dan Helling
Utility Superintendent
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Dear Dan:

SEH provides recommendation for payment of Pay Application No. 1 for the 5,000,000 Gallon Babcock Trail Ground Storage Reservoir Exterior Rehabilitation project in the amount of \$92,087.00 acknowledging completion of the project in its entirety.

This pay application is representative of all contract field work complete and verified by SEH as of October 29, 2018.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Christopher Wolfgram
Project Manager

cew

Attachment – Elevation Coating, LLC Pay Application 1

s:\fj\inver\145471\7-const-svcs\73-app-pymt\seh recommendation for payment - contractor pay app 1.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

APPLICATION FOR PAYMENT

PAGE ONE OF TWO PAGES

"EXHIBIT D"

TO OWNER: PROJECT: 2016-15 APPLICATION NO: 1

City of Inver Grove Heights, MN
8150 Barbara Ave

Inver Grove Heights, MN 55077

FROM CONTRACTOR: PERIOD TO: 10/19/2018

Elevation Coating, LLC VIA ENGINEER: Short Elliot Hendrickson

7391 43rd Ave SE St. Cloud, MN 56304

CONTRACT 5 mill gal babcock trail

PROJECT #: 2016-15

CONTRACT #: INVER145471

CONTRACT DATE 10/04/18

Distribution to:

☐ OWNER

☐ ARCHITECT

☒ GENERAL CONTRACTOR

☐ SUBCONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 89,087.00
2. Net change by Change Orders	\$ 3,000.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 92,087.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$ 92,087.00

5. RETAINAGE:	
a. 0% of Completed Work (Column D + E)	\$ 0.00
b. % of Stored Material (Column F)	\$ n/a

Total in Column I)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	0.00
8. CURRENT PAYMENT DUE	\$ 92,087.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less 6)	\$ 92,087.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Contractor	\$3,000.00	
Total approved this Month		
TOTALS	\$3,000.00	
NET CHANGES by Change Order	\$3,000.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from Park Lane Construction, LLC., and that current payment shown herein is now due.

Steven J. Minkler
Signature

October 25 2018
Date


Engineer Signature

31 October 2018
Date

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2016-15

**FIVE MILLION GALLON BABCOCK TRAIL GROUND STORAGE
RESERVOIR EXTERIOR REHABILITATION**

November 26, 2018

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Elevation Coating, LLC. The work consisted of crack repairs, surface preparation and painting.

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

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

ORIGINAL CONTRACT PRICE	\$89,087.00
CHANGE ORDERS	\$3,000.00
FINAL CONTRACT AMOUNT	\$92,087.00
FINAL VALUE OF WORK	\$92,087.00
PREVIOUS PAYMENTS	\$0.00
BALANCE DUE	\$92,087.00

Sincerely,



Scott D. Thureen, P.E.
Public Works Director

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

**RESOLUTION ACCEPTING WORK OF ELEVATION COATING, LLC AND AUTHORIZING
FINAL PAYMENT IN THE AMOUNT OF \$92,087.00**

CITY PROJECT NO. 2016-15

**FIVE MILLION GALLON BABCOCK TRAIL GROUND STORAGE
RESERVOIR EXTERIOR REHABILITATION**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated May 14, 2018, Elevation Coating, LLC satisfactorily completed improvements and appurtenances for City Project No. 2016-15.

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

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

Adopted by the City Council of Inver Grove Heights this 26th day of November 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Receiving a Proposal for Televising for Street Reconstruction on 55th Street Court/55th Street, City Project No. 2018-09F

Meeting Date: October 26, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Steve Dodge, Asst. 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: Pavement Management Fund, Special Assessments

PURPOSE/ACTION REQUESTED

Consider a resolution receiving a proposal for televising for street reconstruction on 55th Street Court/55th Street, City Project No. 2018-09F.

SUMMARY

Council authorized a feasibility report for City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction on September 24, 2018. Bolton & Menk, Inc. was hired to provide engineering services. Bolton & Menk, Inc. have identified the need for televising services for the project. The City Maintenance Division does not have the equipment to perform the televising of deep sanitary sewer and storm sewer due to large pipe size and/or flows. Five televising firms were asked to provide a bid proposal for these services. Only American Environmental LLC provided the attached proposal for \$10,780.

Bolton & Menk, Inc. has worked with American Environmental LLC and finds their expertise and knowledge of the project and City qualify them to provide these services. Funding will be provided by the City's Pavement Management Fund and special assessments.

Staff is recommending that the City Council approve the attached resolution authorizing the approval of the bid proposal submitted by American Environmental LLC on City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction.

TJK/kf

Attachments: Resolution
 American Environmental LLC bid proposal dated November 7, 2018
 Televising Exhibit

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

**RESOLUTION AUTHORIZING TELEVISIONING SERVICES FOR CITY PROJECT NO. 2018-09F – 55TH
STREET COURT AND 55TH STREET RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, City Council approved a feasibility report with reference to City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction; and

WHEREAS, the City's consulting engineer, Bolton & Menk, Inc., recommends televising be completed on trunk sanitary sewer and storm sewer that is too large or has high flows in which City maintenance equipment cannot perform; and

WHEREAS, Bolton & Menk requested, and received, a proposal from American Environmental LLC for televising services in the amount of \$10,780.

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

1. The November 7, 2018 proposal for televising services from American Environmental LLC is accepted and staff is authorized to enter into a contract in an amount not to exceed \$10,780.
2. Project funding is provided through the Pavement Management Fund and special assessments.

Adopted by the City Council of Inver Grove Heights, Minnesota this 26th day of November 2018

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

November 7, 2018

American

3086 Walden Drive Chaska, MN 55318
612-226-0516 Phone Midwesttony81@aol.com

Environmental LLC

Project Bid



Prepared for:

Eric Hauser
Design Engineer
Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337-1649
Phone: 952-890-0509 ext. 3130
Mobile: 507-276-6695
Bolton-Menk.com

Description of Work: Inver Grove Heights, MN

Sanitary Sewer:

Clean and Televisе approximately 1,710' of 8-15" Sanitary sewers as marked on plan page provided. Quote is with no bypass (Checked pipe and it is running a 1/3 full.) Deposit and root removal not included

Bid Price: \$ 5,500.00

Storm Sewer:

Clean and Televisе Approximately 1,545' of 15-24" Storm sewer as marked on plan page

Bid Price: \$ 5,280.00

November 7, 2018

November 7, 2018

Acceptance of Bid:

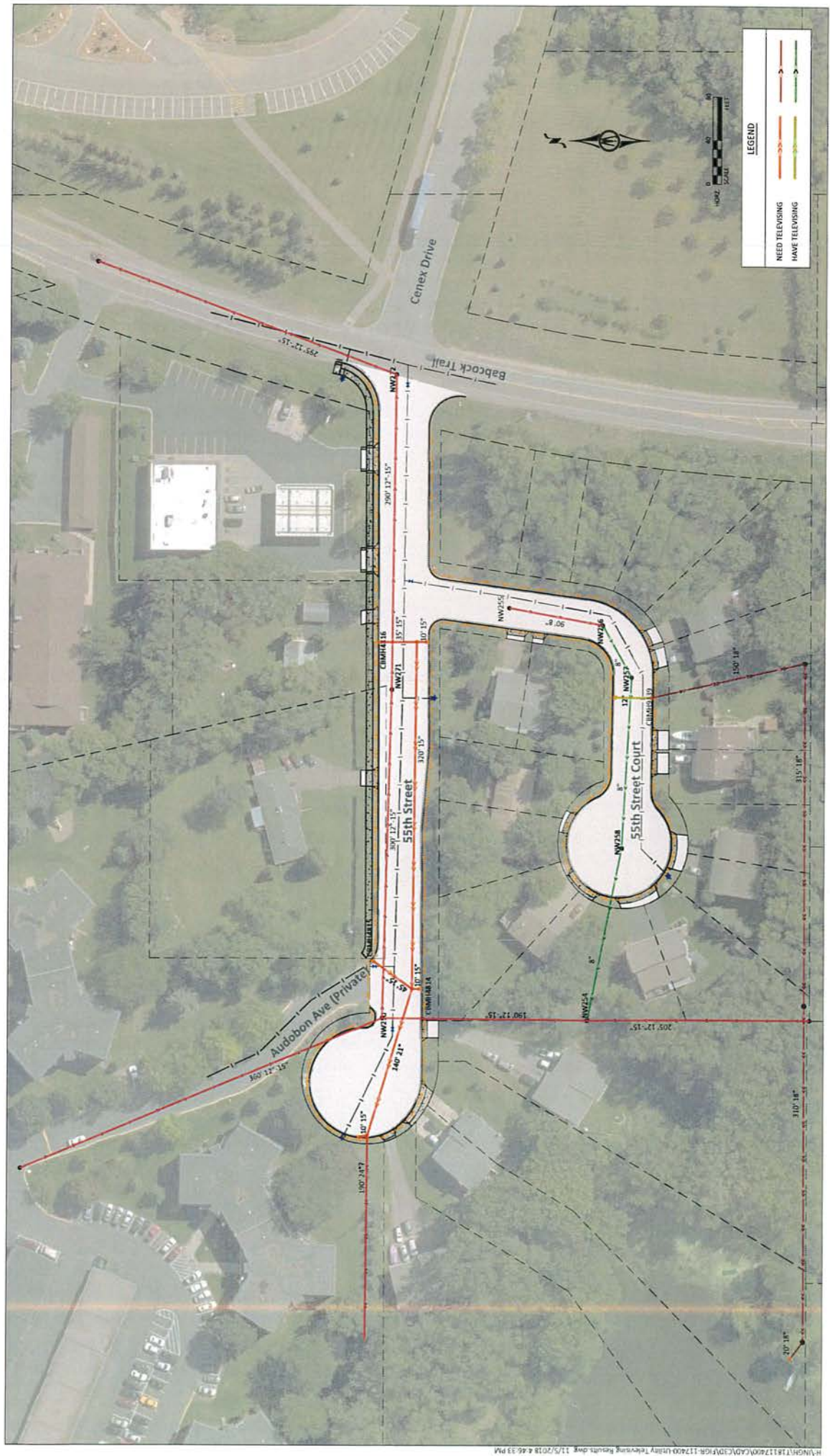
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **DUE UPON COMPLETION.**

Notice of Lien Rights:

Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company has not been paid for the contributions.

Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

Signer/Owner:_____. Date:_____.



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Amendment To JPA With Dakota County For Funding Of MRRT Trailhead Projects

Meeting Date: November 26, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 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

The Council is asked to approve the attached amendment to a JPA between the City of Inver Grove Heights and Dakota County for Funding of the MRRT Trailhead Project.

SUMMARY

The City and County signed the attached JPA in 2017 in which the County promises to provide a match to State Grant SG-04273 for historical interpretation improvements to Swing Bridge Park and to construction a trail that will connect Swing Bridge Park to Heritage Village Park along Doffing Ave. The original JPA was due to expire in December 2018 along with the State Grant. The State Grant has been extended to December 2019 and it is appropriate to extend this JPA as well so the work can be completed in 2019.

**FIRST AMENDMENT TO METROPOLITAN COUNCIL
GRANT AGREEMENT NO. SG-04273**

WHEREAS, on August 31, 2017, the Metropolitan Council ("Council") and the City of Inver Grove Heights ("Grantee") entered into Metropolitan Council Grant Agreement No. SG-04273 under which the Council agreed to provide grant funds to the Grantee for the purposes identified in the Grant Agreement; and

WHEREAS, the parties desire to amend Grant Agreement No. SG-04273 to extend the expiration date of December 31, 2018 to complete project activities.

NOW THEREFORE, the Council and the Grantee agree, as follows:

A. The parties agree to amend the Grant Agreement expiration date as identified on page 4, Completion Date, to December 31, 2019.

B. **Ratification.** The remaining provisions of the above-referenced agreement shall remain in full force and effect without change except as amended above.

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

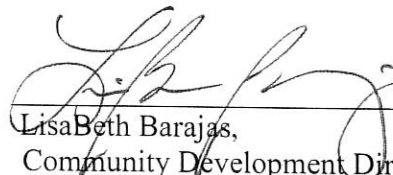
The Grantee certifies that the appropriate person has executed the grant amendment on behalf of the Grantee as required by applicable articles, bylaws, resolutions or ordinances.

CITY OF INVER GROVE HEIGHTS

By: 
Its: Eric Carlson, Director,
Park and Recreation

Date: 10/22/18

METROPOLITAN COUNCIL

By: 
Its: Community Development Director

Date: 10/31/2018

**FIRST AMENDMENT TO THE JOINT POWERS AGREEMENT BETWEEN
THE CITY OF INVER GROVE HEIGHTS AND THE COUNTY OF DAKOTA
FOR FUNDING OF MRRT TRAILHEAD PROJECTS**

WHEREAS, on September 9, 2017, the City of Inver Grove Heights and the County of Dakota executed a Joint Powers Agreement titled, "JOINT POWERS AGREEMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS AND THE COUNTY OF DAKOTA FOR FUNDING OF MRRT TRAILHEAD PROJECTS ("Agreement")"; and

WHEREAS, the Agreement is effective until December 31, 2018, and the City and the County mutually desire to extend the term of the Agreement to December 31, 2019; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. To amend Article 3 TERM to provide that the Agreement shall remain in effect until December 31, 2019 or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of the Agreement
2. To amend Article 10 MODIFICATIONS to provide further that the City and County's Authorized Representatives may extend term of the Agreement and make other non-material modifications or amendments to the Agreement without first obtaining authorization from their respective governing bodies and that only material changes to the Agreement require authorization by the parties' respective governing bodies.
3. All other terms of the Agreement shall remain in full force and effect.
4. In any case where this Amendment conflicts with the Agreement, this Amendment shall prevail.

Approved by the City Council

CITY OF INVER GROVE HEIGHTS

Date _____

By _____

Date of Signature _____

Resolution No. _____

Attest _____

Date of Signature _____

Approved by Dakota County Board

COUNTY OF DAKOTA

Resolution No. _____

By _____

Steve Mielke

Physical Development Director

Date of Signature _____

Dakota County Attorney's Office
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033
651-438-4438

Approved as to Form

By _____

Date of Signature _____

KS-16-

**JOINT POWERS AGREEMENT BETWEEN
THE CITY OF INVER GROVE HEIGHTS AND
THE COUNTY OF DAKOTA FOR FUNDING OF
MRRT TRAILHEAD PROJECTS**

*01/16/12
for
file*

This Joint Powers Agreement ("Agreement") is made and entered into between Dakota County ("County") and the City of Inver Grove Heights ("City").

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to Parties; and

WHEREAS, County is a governmental unit and political subdivision of the State of Minnesota; and

WHEREAS, City is a governmental unit and political subdivision of the State of Minnesota; and

WHEREAS, Laws of Minnesota 2014, Chapter 294, article 1, section 17, Subd. 6. And Laws of Minnesota 2017, 1st Spec. Sess. chapter 8, article 2, section 28, Subd. 6 Chapter provide for a grant to the city of Inver Grove Heights and Dakota County for public infrastructure improvements and land acquisition in and adjacent to the Heritage Village Park, the Mississippi River Trail, and the Rock Island Swing Bridge. These improvements will include but are not limited to motor vehicle access, utility service, storm water treatment, and trail and sidewalk connections. This appropriation is not available until the commissioner of management and budget has determined that at least an equal amount has been committed to the project from nonstate sources; and

WHEREAS, the City and County are currently collaborating to construct, develop and enhance the Mississippi River Regional Trail ("MRRT"), including enhanced interpretation improvements at the MRRT Swing Bridge City Park trailhead ("Project 1") and construction of a direct MRRT connection from Heritage City Park to Swing Bridge Regional Trailhead ("Project 2"); and

WHEREAS, on February 9, 2015, the Inver Grove Heights City Council resolved to apply for a \$2,000,000 State Grant that can be used for land acquisition, public infrastructure and park improvements in the City; and

WHEREAS, on May 30, 2017, \$500,000 of the State Grant was appropriated to the County and \$1,500,000 to the City; and

WHEREAS, the State Grant is administered by the Metropolitan Council; and

WHEREAS, in order to obtain the proceeds from the State Grant, City and/or County must match each grant dollar with non-State funds at a 1:1 ratio (“Grant Match Requirement”); and

WHEREAS, the City has submitted to the Metropolitan Council a grant work plan for only \$1,300,000 with a \$1,300,000 City match; and

WHEREAS, the draft work plan references that the remaining \$200,000 amount of the State Grant funds is being considered by the County Board with an equal County match for Project 1 and Project 2; and

WHEREAS, a County match of \$200,000 of non-State funds is within the approved Parks CIP (which consists, in part, of Federal grants and County funds) for Project 1 and Project 2; and

WHEREAS, the \$200,000 from the State Grant equally matched by the City with County and other non-State funds will enhance the MRRT within the City and County; and

WHEREAS, the County desires to provide the amount of \$200,000 to the City for the purpose of advancing the MRRT within the City and meeting the Grant Match Requirement to obtain funds for Project 1 and Project 2;

WHEREAS, City desires to obtain State Grant funds for the construction, design, and completion of Project land Project 2.

NOW THEREFORE, in consideration of the mutual promises and benefits that the City and the County shall derive from this Agreement, the City and County hereby enter into this Agreement for the purposes stated herein.

ARTICLE 1

PARTIES

The parties to this Agreement are Dakota County, Minnesota (County) and the City of Inver Grove Heights, Minnesota (City). The City and the County may be referred to collectively as “the Parties.”

ARTICLE 2

PURPOSE

The purpose of this Agreement is to provide cooperation and funding by the County to the City so that the City can fulfill its Grant Matching Requirement to obtain funds for Project 1 and Project 2 from the State Grant that is administered by the Metropolitan Council, and to define the responsibilities and obligations of the County and City for cost contribution to be provided by the County and City related to Project 1 and Project 2. This Agreement also defines the City and County’s roles and responsibilities regarding design and construction of Project 1 and Project 2. The County shall not use any State Grant funds for any work of any nature whatsoever related to the improvement of 111th Street.

ARTICLE 3

TERM

This Agreement shall be effective on the date of the signature of the last party to sign this Agreement (Effective Date) and shall remain in effect until December 31, 2018 or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 4

COOPERATION

The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable, timely, and fair manner.

ARTICLE 5

OBLIGATIONS OF THE PARTIES

5.1. Design and Construction.

- a. **Project 1.** The County will be responsible for the design and construction of Projects 1, including but not limited to preparation of necessary plan sheets, specifications, construction change orders and engineering and inspection (“Actual Construction Costs”). The County shall be responsible for awarding contracts for Project 1 in accordance with the State laws and County resolutions and policies relating to public improvement projects, and for the management and inspection of the work of Project 1.
- b. **Project 2.** The City will be responsible for Actual Construction Costs of Project 2. The City shall be responsible for awarding contracts for Project 2 in accordance with the State laws and City resolutions and policies relating to public improvement projects, and for the management and inspection of the work of Project 2.
- c. **Access to Project Construction.** The parties agree to allow each other access to the construction sites. The parties may, at their own expense, inspect all construction related activities and improvements to ensure compliance with any relevant ordinance, regulation, or plan, including but not limited to Storm Water Pollution Prevention Plans. The City and County will be allowed to inspect any work that may affect the City or County’s infrastructure, including but not limited to:
 - i. Existing underground storm water treatment systems;
 - ii. Existing utilities;
 - iii. Existing infrastructure such as storm sewers, sanitary sewers, water mains, related appurtenances and service lines;
 - iv. Curb removals and cross-walks on or near City streets or County roads;
 - v. Existing street signs; and
 - vi. Other City structures affected by Project 1 or Project 2.
- d. **Access to Meetings.** The parties agree to allow City and County staff access to all pre-construction meetings, and to construction progress meetings, as is desired by the City and County.

5.2. **Grant Matching and Time of Payments.**

- a. **Project 1.** Within 35 days after County’s completion of Project 1, County shall invoice the City with an amount not to exceed Eighty Four Thousand Dollars and 00/100 (\$84,000.00) in Actual Construction

Costs related to Project 1 and shall provide the associated invoices and necessary documentation as required by the State Grant. Invoices from the County shall be based on Actual Construction Costs expended for the project and not to exceed the maximum amounts per this Agreement. If an invoice is incorrect, defective, or otherwise improper, the City shall notify the County and the County will correct the error. City will then present the invoiced Actual Construction Costs to the Metropolitan Council, which administers the State Grant. After funds not to exceed Forty-Two Thousand Dollars and 00/100 (\$42,000.00) from the State Grant are released to the City, the City shall reimburse County an amount not to exceed \$42,000.00 for the amounts stated in the invoices.

- b. **Project 2.** Within 35 days after City's completion of Project 2, the City shall submit invoices for the City's work for reimbursement of an amount not to exceed Three Hundred Sixteen Thousand Dollars and 00/100 (\$316,000) in Actual Construction Costs to the Metropolitan Council. After the Metropolitan Council approves an amount not to exceed One Hundred Fifty Eight Thousand Dollars and 00/100 (\$158,000.00) of the submitted invoices for reimbursement, the City shall invoice the County for the other half of Actual Construction Costs related to Project 2 that were approved by the Metropolitan Council in an amount not to exceed One Hundred Fifty Eight Thousand Dollars and 00/100 (\$158,000.00). The City shall provide the associated invoices and necessary documentation as required by the State Grant. If an invoice is incorrect, defective, or otherwise improper, the County shall notify the City within 10 days of receiving the incorrect invoice. Notwithstanding other provisions of this Agreement, the County will make full payment in an amount not to exceed \$158,000.00 to the City no later than 35 days of the date of receipt of the invoice for Project 2 from the City. The invoices from the City to the Metropolitan Council shall be based on Actual Construction Costs expended for Project 2 and shall not exceed Three Hundred Sixteen Thousand Dollars and 00/100 (\$316,000).
- c. **Grant Matching Process.** The entire grant matching procedure and process for Project 1 and Project 2 is the sole responsibility of the City.
 - i. City and County shall use its best efforts to take all actions and do all things necessary, proper, or advisable to obtain State Grant funding and comply with the Grant's requirements. For purposes of this Agreement, best efforts includes, without limitation,

1. Taking, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable under any applicable law, policy, manual, rule, agreement, or as required or recommended by the Metropolitan Council or the State Grant Agreement in order to obtain disbursement of Grant funds;
 2. Obtaining all approvals, consents, registrations, permits, authorizations and other confirmations required to be obtained from any third party or Governmental Authority necessary, proper or advisable in order to obtain disbursement of Grant funds;
 3. Executing and delivering such documents, certificates and other papers as may be reasonably requested or required in order to obtain disbursement of Grant funds.
- ii. County agrees to cooperate with the City and use its best efforts to provide information reasonably necessary to obtain State Grant funds. City shall provide any documentation related to the State Grant and the grant matching process at the County's written request. Execution of the necessary agreements or documents for the disbursement of Grant funds is the sole obligation of the City.
- 5.3. **Grant Matching Amounts and Total Cost.** The County and City shall expend and provide project funding in an amount not to exceed Four Hundred Thousand Dollars and 00/100 (\$400,000.00) ("Agreement Maximum"). Funding by the County and City shall be made as follows:
- a. **Project 1.** A maximum of Forty-Two Thousand Dollars and 00/100 (\$42,000.00) of State Grant funds shall be provided by the City to the County for Project 1 Actual Construction Costs. In addition to the \$42,000 in State Grant funds, the County shall have Grant eligible expenditures up to a maximum of \$42,000.00 from the approved Project 1 budget to meet the Grant Match Requirement. The total amount of funds from the State Grant and County funds for Project 1 shall be up to Eighty-Four Thousand dollars and 00/100 (\$84,000.00).

- b. **Project 2.** A maximum of One Hundred Fifty-Eight Thousand Dollars and 00/100 (\$158,000.00) shall be provided by the County to the City for Project 2 Actual Construction Costs. In addition to the \$158,000.00 in County funds, the City shall have Grant eligible expenditures up to a maximum of One Hundred Fifty-Eight Thousand Dollars and 00/100 (\$158,000.00) from the approved Project 2 budget to meet the Grant Match Requirement. The total amount of funds paid to the City from the County and the State Grant funds for Project 2 shall be up to Three Hundred Sixteen Thousand Dollars (\$316,000.00).

The source of funding and the County's contribution are more fully described in Exhibit 1, a copy of which is attached hereto and incorporated into this Agreement. All overages of Actual Construction Costs for Project 1 due to bids, change orders or other similar conditions shall be the responsibility of the County. All overages of Actual Construction costs for Project 2 shall be the sole responsibility of the City.

- 5.4. **Authorized Purpose.** Funds provided by the County to the City under this Agreement shall be used for the purpose of advancing the MRRT within the City and fulfilling the City's Grant Matching Requirement. Funds obtained by the City pursuant to this Agreement shall only be used for the payment of Actual Construction Costs directly related to Project land Project 2.
- 5.5. **Payment of Unauthorized Claims.** All funding provided by the County and City under this Agreement shall only be used for the actual cost for design and construction for Project land Project 2. The County and the City may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the County or the City from questioning or later disputing the propriety of the claim. If payment of any amount is disputed by the County or the City, payment of undisputed amounts will be made as set forth herein and the party submitting the disputed amount shall provide additional documentation to support payment of the disputed amount, if necessary. The County and the City reserve the right to offset any overpayment or disallowance of a claim by reducing future payments.
- 5.6. **Acknowledgement.** The City and County shall appropriately acknowledge the funding assistance provided by the City and County in any promotional materials, signage, reports, publications, notices, and presentations relating to Project 1 and Project 2.

- 5.7. **Trail Ownership and Maintenance.** This Agreement does not govern or provide for ownership, operation, management or maintenance of Project 1 or Project 2. The County is responsible for the operation, management, and maintenance of Project 1. City is responsible for the operation, management, and maintenance of Project 2.
- 5.8. **Permits.** City and County agree to comply with each other's respective permitting process. The City and the County agree to secure all necessary permits for work contemplated under this Agreement. The City shall be responsible for all permit fees for the permits obtained from the County. The County shall be responsible for all permit fees for the permits obtained from the City.

ARTICLE 6

HOLD HARMLESS

- 6.1. Each party to this Agreement shall be solely liable for the acts or omissions of its officers, directors, employees or agents and the results thereof to the fullest extent authorized by law and shall not be responsible for the acts of the other party, its officers, directors, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and the City. Each Party warrants that they are able to comply with the aforementioned requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466.
- 6.2. 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. In order to insure a unified defense against any third-party liability claims arising from work of the Project, City and County agrees to require all contractors or subcontractors hired to do any work on Project 1 or Project 2 to maintain commercial general liability insurance in the amounts consistent with minimum limits of coverage established by Minn. Stat. § 466.04 during the terms of each Project. All such insurance policies shall name the City and County as additional insured. Each Party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance company or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

ARTICLE 7
AUTHORIZED REPRESENTATIVES

- 7.1. **Authorized Representatives.** The following named persons are designated as the Authorized Representatives of the Parties for purposes of this Agreement. These persons have authority to bind the Party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

TO THE COUNTY: Steven C. Mielke
Dakota County
Attn: Physical Development Division Director
14955 Galaxie Avenue
Apple Valley, MN 55124

TO THE CITY: City of Inver Grove Heights
Attn: City Administrator
8150 Barbara Ave.
Inver Grove Heights, MN 55077

In addition, notification to the City or to the County regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.

- 7.2. **Liaisons.** To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall keep each other continually informed, in writing, of any change in the designated liaison. The designated liaisons under this Agreement are:

County Liaison Steve Sullivan
Telephone: (952) 891-7088
Email: steve.sullivan@co.dakota.mn.us

City Liaison

Eric Carlson

Telephone: (651) 450-2587

Email: ecarlson@ci.inver-grove-heights.mn.us

ARTICLE 8
TERMINATION

- 8.1. **In General.** Either Party may terminate this Agreement for cause by giving seven (7) calendar days written notice of its intent to terminate to the other Party. Such Notice of Termination for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the Effective Date of termination.
- 8.2. **Termination by County and City for Lack of Funding.** Notwithstanding any provision of this Agreement to the contrary, both parties may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, Federal government, or other funding source, or if it's funding cannot be continued at a level sufficient to allow payments of the amounts due under this Agreement. Written notice of termination by email or facsimile is sufficient notice under this section. The County and City are not obligated to pay for any additional services, labor, materials, equipment, or any benefit that are provided after written notice of termination for lack of funding. The County and City will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

ARTICLE 9
REPORTING, ACCOUNTING AND AUDITING REQUIREMENTS

- 9.1. **Accounting and Records.** The Parties agree to establish and maintain accurate and complete accounts, financial records and supporting documents relating to the receipt and expenditure of the funding provided in accordance with this Agreement. Such accounts and records shall be kept and maintained by the Parties for a minimum period of six years following the expiration of this Agreement. The Parties agree to promptly provide

each other copies of any accounting records related to this Agreement upon request.

- 9.2. **Data Practices.** The City and County agree with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.
- 9.3. **Auditing.** The books, records, documents and accounting procedures and practices of the City that are relevant to this Agreement are subject to the examination by the State Auditor for a minimum of six (6) years following expiration of this Agreement.

ARTICLE 10 **MODIFICATIONS**

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid and binding when they have been reduced to writing, approved by the parties' respective Boards, and signed by the Authorized Representative of the City and the County.

ARTICLE 11 **MINNESOTA LAW TO GOVERN**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota.

ARTICLE 12 **MERGER**

- 12.1 This Agreement is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements related to Funding of the MRRT Pine Bend Bluff Trailhead Projects.
- 12.2 Exhibit 1 (including all Attachments or addenda) is attached hereto, and all terms, obligations and conditions in said Exhibit is incorporated herein and made a part of this Agreement. By signing this Agreement, County and City

affirms and acknowledges receipt of the above Exhibit (including all Attachments or Addenda).

ARTICLE 13 **SEVERABILITY**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable substantially impairs the value of the entire Agreement with respect to either Party.

ARTICLE 14 **FORCE MAJEURE**

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to the unforeseeable acts or events outside the defaulting party's reasonable control, provided the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

ARTICLE 15 **INTERPRETATION** **AND CONSTRUCTION**

This Agreement was fully reviewed and negotiated by the Parties. Accordingly, the Parties agree the "against the offeror" principle of contract interpretation and construction shall not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the party that drafted the Agreement. It is the intent of the Parties that every section or article (including any subsection or subpart thereto), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect, regardless of any rule or law to the contrary.

ARTICLE 16

SURVIVORSHIP

The following provisions under this Agreement survive after the termination date of this Agreement: Article 5.5. (Acknowledgement), Article 6 (Hold Harmless), Article 9 (Reporting, Accounting and Auditing), Article 11 (Minnesota Law to Govern), Article 12 (Merger), Article 13 (Severability), Article 14 (Force Majeure), Article 15 (Agreement Interpretation and Construction), and Article 16 (Survivorship).

[Remainder of page intentionally left blank]

[Signature page for Funding JPA]

Approved by the City Council

Date 2/27/17

Resolution No. NO RESOLUTION

CITY OF INVER GROVE HEIGHTS

By George Townville

Date of Signature _____

Attest [Signature]

Date of Signature 9/6/17

Approved by Dakota County Board

Resolution No. 17-409

COUNTY OF DAKOTA

By [Signature]

Steven C. Mielke

Physical Development Director

Date of Signature 8-15-17

Dakota County Attorney's Office
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033
651-438-4438

Approved as to Form

By [Signature]

Date of Signature 8/9/17

KS-2017-380

EXHIBIT 1

Expenses	County - FHWA Grant	County	Met Council Grant	
Project 1 - Swing Bridge Historic Interpretation		\$ 42,000	\$ 42,000	\$ 84,000
Project 2 - HVP/Swing Bridge Trail Connection		\$ 158,000	\$ 158,000	\$ 316,000
	\$ -	\$ 200,000	\$ 200,000	\$ 400,000

Wednesday, June 07, 2017

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date:	November 26, 2018		Fiscal/FTE Impact:
Item Type:	Consent Agenda	☒	None
Contact:	Janet Shefchik, HR Manager	☐	Amount included in current budget
Prepared by:	Carrie Isaacson, Admin Svc Coord	☐	Budget amendment requested
Reviewed by:	Janet Shefchik, HR Manager	☐	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:

Part-Time/Temporary/Seasonal Employment:

Finance

Hanson, Cynthia, On-Call Customer Service Specialist
Hawkins, Diane, On-Call Customer Service Specialist

Parks-Recreation-VMCC

Bjornson, Alexandra, Birthday Party Host/Pool Attendant
Hennager, Annabelle, Birthday Party Host/Pool Attendant
Hill, John, Lifeguard
Robinette, Rhonda, Recreation Instructor
Schultz, Brittany, Lifeguard/Swim Instructor/Lesson Manager
Sweeney, Jackson, Lifeguard/Swim Instructor/Lesson Manager
Tilsner, Donna, Temp Recreation Coordinator
Tschida, Mitch, Recreation Instructor

Public Works

Betz, Dan, Streets Helper

Voluntary Resignations:

Admin/I.T.

Mylan, Patrick, Technology Manager

Parks-Recreation-VMCC

Thompson, Brynn, Lifeguard

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

INVER GROVE STORAGE, LLC – CASE NO. 18-59CA

Meeting Date: November 26, 2018
 Item Type: Regular Agenda
 Contact:  Heather Botten 651.450.2569
 Prepared by:  Heather Botten, Associate Planner
 Reviewed by: Janice Gundlach 

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 following Resolutions for property located at 10125 Courthouse Boulevard:

- a) a Resolution relating to a **Conditional Use Permit Amendment** to expand the outdoor storage area.
 - Requires 4/5th's vote.
- b) a Resolution relating to a **Variance** from the front parking setback.
 - Requires 3/5th's vote
 - 60-day deadline: December 10, 2018 (first 60-days)

SUMMARY

The applicant is proposing to expand the outdoor storage area of the current facility. The property is 5.54 acres in size and zoned industrial. Mini-storage and outdoor vehicle storage is a conditional use in the I-1 district. The expansion would add about 20 additional storage spaces. The outdoor storage would be located on existing impervious surface. The applicants have stated they are going to continue with the U-haul rental as an accessory use but are seeing a higher demand for storage space.

The current outdoor storage area is screened with a solid fence and a secured gate. City code requires outdoor storage areas to be screened from view. The applicant is proposing a four-foot solid fence along the front property line to screen the new storage area. City code does not have a minimum height requirement for screening in the I-1 district; other zoning districts require a minimum fence height of five to six feet to meet screening requirements. Staff is recommending the new fence be at the same height as the existing solid fence. The applicant is requesting the four-foot fence so employees in the office can see out beyond the fence. The existing fence and security gate will remain the same.

The applicant is requesting a variance to allow the outdoor storage to be located up to the front property line whereas 10 feet is the required front parking setback. The request would not be adding any additional impervious surface. The applicant is requesting to utilizing the existing parking surface that was installed prior to the applicant owning the property. The function of a front yard setback is to maintain consistency of parking setbacks, to provide green space for drainage, and to keep improvements out of easements. Staff believes that utilizing the existing impervious surface would be a convenience to the applicant, not a practical difficulty.

RECOMMENDATION

Planning Staff: The conditional use permit to expand the outdoor storage area is consistent with the goals and policies of the zoning code and comprehensive plan. Staff recommends **approval** of the conditional use permit with the six conditions listed in the attached resolution.

Staff is recommending **denial** of the parking variance as staff believes the request does not meet the variance criteria. The recommendation of denial includes the condition that the property owner shall install the solid fence or curb stops at the 10-foot setback line to maintain the required parking setback. This condition is stated in the attached denial resolution.

Planning Commission: At the November 20, 2018 public hearing the Planning Commission recommended **approval** of the conditional use permit amendment as submitted (8-0). The Planning Commission supports the applicants request of a four-foot fence.

The Planning Commission recommended **denial** of the setback variance stating the facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance and utilizing the existing impervious is a convenience to the applicant, not a practical difficulty (8-0).

Attachments: CUP Amendment Resolution
Variance Denial Resolution
Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT TO
EXPAND THE OUTDOOR STORAGE AREA ON THE PROPERTY**

Inver Grove Storage
Case No. 18-59CA

WHEREAS, the request is for the property located at 10125 Courthouse Blvd and legally described as:

All that part of the Northwest Quarter of the Northwest Quarter of Section 27, Township 27, Range 22, Dakota County, Minnesota, lying west of State Truck Highway Number 55, except the North 346.5 feet thereof, and except the West 895.0 feet thereof, and except the Chicago and Northwestern Transportation Company right-of-way.

WHEREAS, an application for a conditional use permit amendment has been submitted to expand the outdoor storage area on the property;

WHEREAS, the aforescribed property is zoned I-1, Limited Industry;

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 and meets the minimum standards; the request is consistent with the Comprehensive Plan and it does not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on November 20, 2018;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit amendment to allow a 32,412 gross square foot mini-storage building on the property is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department except as may be modified herein.

2. 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.
3. All signage requires a separate sign permit and shall conform to the sign requirements of the I-1 zoning district.
4. All parking lot and building lighting on site shall be a down cast, "shoe-box" style and the bulb shall not be visible from property lines. Details of building lighting shall be submitted with the building permit.
5. Any expansion of the use not shown on the site plan requires additional city approvals and is not part of this conditional use permit.
6. A four-foot tall solid fence shall be required around the proposed outdoor storage.

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 __26th__ day of __November__, 2016.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

DENIAL RESOLUTION

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

RESOLUTION NO. ____

**RESOLUTION DENYING A VARIANCE TO ALLOW A PARKING SETBACK UP TO
THE PROPERTY LINE WHEREAS 10 FEET IS REQUIRED**

CASE NO. 18-59CA
(Inver Grove Storage)

WHEREAS, the request is for the property located at 10125 Courthouse Blvd and legally described as:

All that part of the Northwest Quarter of the Northwest Quarter of Section 27, Township 27, Range 22, Dakota County, Minnesota, lying west of State Truck Highway Number 55, except the North 346.5 feet thereof, and except the West 895.0 feet thereof, and except the Chicago and Northwestern Transportation Company right-of-way.

WHEREAS, an application has been received for a variance to allow the applicant to allow parking up to the property line whereas 10-feet is the required setback;

WHEREAS, the afore described property is zoned I-1, Limited Industrial;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on November 20, 2018 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

1. The conditions of the property are not so limiting or unique that the property could not be used in a reasonable manner without the reduced front parking setback. The property would still function as a storage lot.
2. Approval of the variance could set a precedent for other front yard parking setbacks.
3. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance; utilizing the existing impervious is a convenience to the applicant, not a practical difficulty.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a reduced parking setback is hereby denied with the following condition:

- a. The property owner shall install the solid fence or curb stops (or similar material) at the ten-foot setback line to maintain a ten-foot parking setback at all times.

Adopted by the City Council of Inver Grove Heights this 26th day of November, 2018.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

**PLANNING REPORT
CITY OF INVER GROVE HEIGHTS**

HEARING DATE: November 20, 2018

CASE NO.: 18-59CA

APPLICANT & PROPERTY OWNER: Inver Grove Storage, LLC

REQUEST: Conditional Use Permit Amendment to expand an outdoor storage area and a Variance from the front yard parking setbacks

LOCATION: 10125 Courthouse Blvd

COMPREHENSIVE PLAN: LI, Light Industrial

ZONING: I-1, Limited Industrial

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botten
Associate Planner



BACKGROUND

The applicant is requesting to expand the outdoor storage area to the space currently designated for U-hauls. The property is 5.54 acres in size and zoned industrial. The expansion would add about 20 additional storage spaces. The additional outdoor storage would be located on existing impervious surface. The applicants have stated they are going to continue with the U-haul rental as an accessory use but are seeing a higher demand for storage space.

The current outdoor storage area is screened with a solid fence and a secured gate. City code requires outdoor storage areas to be screened from view. The applicant is proposing a four-foot solid fence along the front property line to screen the additional outdoor storage. City code does not have a minimum height requirement for screening in the I-1 district; other zoning districts require a minimum fence height of five to six feet to meet screening requirements. Staff is recommending the new fence be at the same height as the existing solid fence.

City code requires a 10-foot setback for parking along the front property line. The applicant is requesting to utilize the existing hard surface which is located up to the property line. A variance is discussed later in the report to allow the reduced setback.

The specific requests consist of the following:

- a) A **Conditional Use Permit Amendment** to expand the outdoor storage area
- b) A **Variance** from the front parking setback

EVALUATION OF THE REQUEST

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

North	Single family; zoned B-3, General Business; guided RDR, Rural Density Residential
-------	---

East	Hwy 52
South	Single family; zoned A, Agricultural; guided RDR, Rural Density Residential
West	Single family; zoned A, Agricultural; guided LI, Light Industrial

SITE PLAN REVIEW

Parking. The applicant is proposing three customer parking stalls, including one handicap space. The zoning code does not have any specific parking requirements for ministorage facilities. Typically, this type of use customers are driving into the facility directly to their storage space. Staff reviewed the parking based on the applicants need, staff is comfortable with the parking provided.

City code requires a 10-foot setback for parking along the front property line. The applicant is requesting to utilize the existing hard surface which is located up to the property line. The variance to allow parking closer than 10 feet is discussed below.

Access and Surfacing. Access to the property is not changing; there is one access point off of the Courthouse Blvd frontage road.

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.

Screening. City code requires outdoor storage areas to be screened from view. The applicant is proposing a four-foot fence. The four-foot height fence would allow the office to be seen from the highway and allow employees within the office to see beyond the fenced in area. City code does not have a minimum height requirement for screening in the I-1 district; other zoning districts require a minimum fence height of five to six feet to meet screening requirements. Staff is recommending the proposed storage area be in compliance with the minimum screening requirement of a five-or six-foot fence.

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.

GENERAL CONDITIONAL USE PERMIT REVIEW

Ministorage facilities and outdoor vehicle storage are a conditional use in the I-1 zoning district. The site currently has conditional use permit to operate the outdoor storage space located within the fenced area. The amendment is to add additional storage space outside of the current fence area.

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.*

This criterion is met. The Comprehensive Plan recognizes the proposed area as industrial. A storage facility is a conditional use in the light industrial areas.

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 use of a ministorage facility is a conditional use in the B-3 and I-1 zoning districts. The property is located in an I-1 district, with approval of the CUP amendment, the request would be consistent with the zoning requirements.

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

This criterion is satisfied, the closest home is to the north about 330 feet away from the office area. The additional outdoor storage would not create additional noise or traffic levels or other adverse impacts to the neighborhood.

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.*

This criterion is met; the proposed property improvements do not appear to have any negative effects on City facilities or services. Overall a ministorage facility is a low intensity industrial use.

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

- i. Aesthetics/exterior appearance*

No changes are proposed to the existing office building.

- ii. Noise*

The noise from the expansion would not be any greater than the existing operation.

- iii. Fencing, landscaping and buffering*

The property has a privacy fence surrounding the existing storage area. Additional fencing is discussed in the report for the expansion area.

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.*

The lot is about 5.54 acres in size. Ministorage facilities are a conditional use in the I-1 zoning district; the proposed use is appropriate for the zoning, location, and the size of the lot.

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

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

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

This criterion is satisfied. 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.

VARIANCE CRITERIA

The applicant is requesting the location of the outside storage to be allowed up to the front property line whereas 10 feet is the required front parking setback.

City Code Title 11, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

City Code requires a 10-foot setback for parking areas in the front yard in the I-1 zoning district. The function of a front yard setback is to maintain consistency of parking setbacks, to provide green space for drainage, and to keep improvements out of easements. With these reasons in mind, granting the variance may establish a precedence that is contrary to the intent of the City Code.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The property would continue to be used in a reasonable manner as a ministorage facility. Although the I-1 district does not have maximum impervious surface requirements, setbacks are in place to provide a buffer from abutting properties and right-of-way. The additional space proposed to be used for storage is not a requirement of city code, it is at the owners request to expand the storage area.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The existing parking lot was installed prior to the applicant owning the property. The request would not be adding any additional impervious surface. The applicant is requesting to utilizing the existing parking surface.

4. *The variance will not alter the essential character of the locality.*

Staff does not believe this variance would alter the essential character of the locality. The lot is over five acres in size with acreage lots surrounding the property. The

applicants would like to install the new fence in line with the existing fence, which is located along the property line. Once this fence is installed it would be difficult to see the actual parking setback of vehicles. Additionally, there is a 30 foot right-of-way providing green space between the road and parking area.

5. *Economic considerations alone do not constitute an undue hardship.*
Economic considerations do appear to be a basis for the request as the applicants would have to install the fence over existing hard surface or install curb stops to maintain the ten-foot setback. Additionally, the extra 10 feet of space would allow for larger types of vehicles to be stored along the front property line.

ALTERNATIVES

The Planning Commission has the following alternatives available for the proposed request:

- A. **Approval** If the Planning Commission finds the application acceptable, the following requests should be recommended for approval:
- Approval of a **Conditional Use Permit Amendment** to allow the expansion of the outdoor storage area subject to the following conditions:
 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department except as may be modified herein.
 2. 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.
 3. All signage requires a separate sign permit and shall conform to the sign requirements of the I-1 zoning district.
 4. All parking lot and building lighting on site shall be a down cast, “shoe-box” style and the bulb shall not be visible from property lines. Details of building lighting shall be submitted with the building permit.
 5. Any expansion of the use not shown on the site plan requires additional city approvals and is not part of this conditional use permit.
 6. Screening shall be required around the outdoor storage. The height of the fence shall be determined by City Council.
 - Approval of a **Variance** to allow a zero-parking setback whereas 10 feet is required subject to the following conditions:
 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.

B. Denial If the Planning Commission does not favor the proposed variance request, it should be recommended for denial, which could be based on the following rationale:

1. The conditions of the property are not so limiting or unique that the property could not be used in a reasonable manner without the reduced front parking setback. The property would still function as a storage lot.
2. Approval of the variance could set a precedent for other front yard parking setbacks.
3. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance; utilizing the existing impervious is a convenience to the applicant, not a practical difficulty.

If the Planning Commission recommends denial of the parking setback but would allow the applicants to keep the bituminous paving, the following condition shall be considered:

- a. The property owner shall install the solid fence or curb stops (or similar material) at the ten-foot setback line to maintain a ten-foot parking setback at all times.

RECOMMENDATION

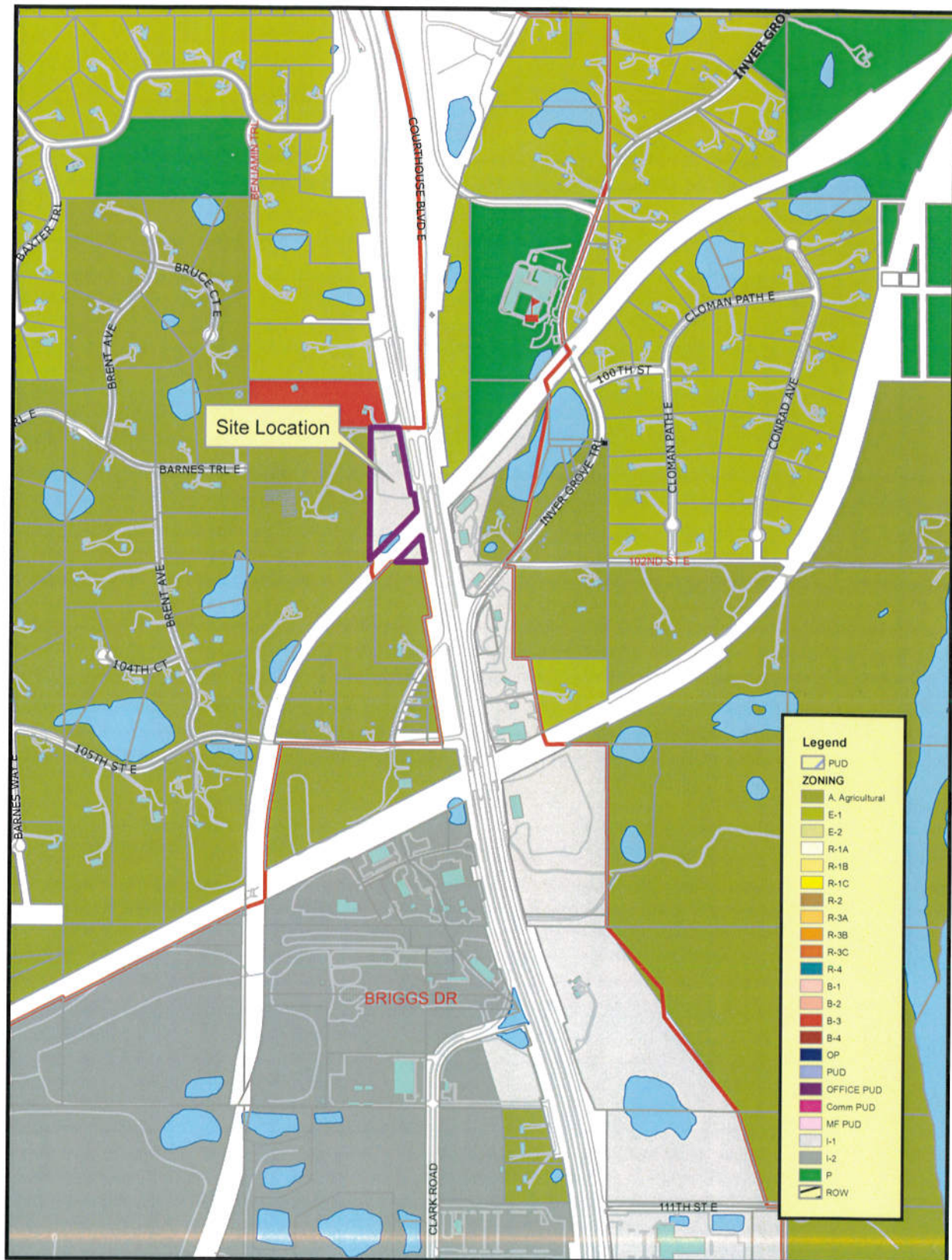
The conditional use permit to expand the outdoor storage area is consistent with the goals and policies of the zoning code and comprehensive plan. Staff recommends **approval** of the conditional use permit with the six conditions listed in Alternative A.

Based on the information in the preceding report and the rational listed in Alternative B, staff is recommending **denial** of the variance request as staff believes the request does not meet the variance criteria. With the recommendation of denial, staff would add the one condition listed in Alternative B.

Attachments: Exhibit A – Location and Zoning Map
Exhibit B – Narrative
Exhibit C – Site Plan
Exhibit D- Photos of the property



10125 Courthouse Blvd Case No. 18-59CA



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.
Map produced by the City of Inver Grove Heights GIS Dept.
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Exhibit A
Zoning and Location Map
Map not to scale

Narrative

Inver Grove Storage (highway 55/52)

10125 Courthouse Blvd

Inver Grove Heights MN 55077

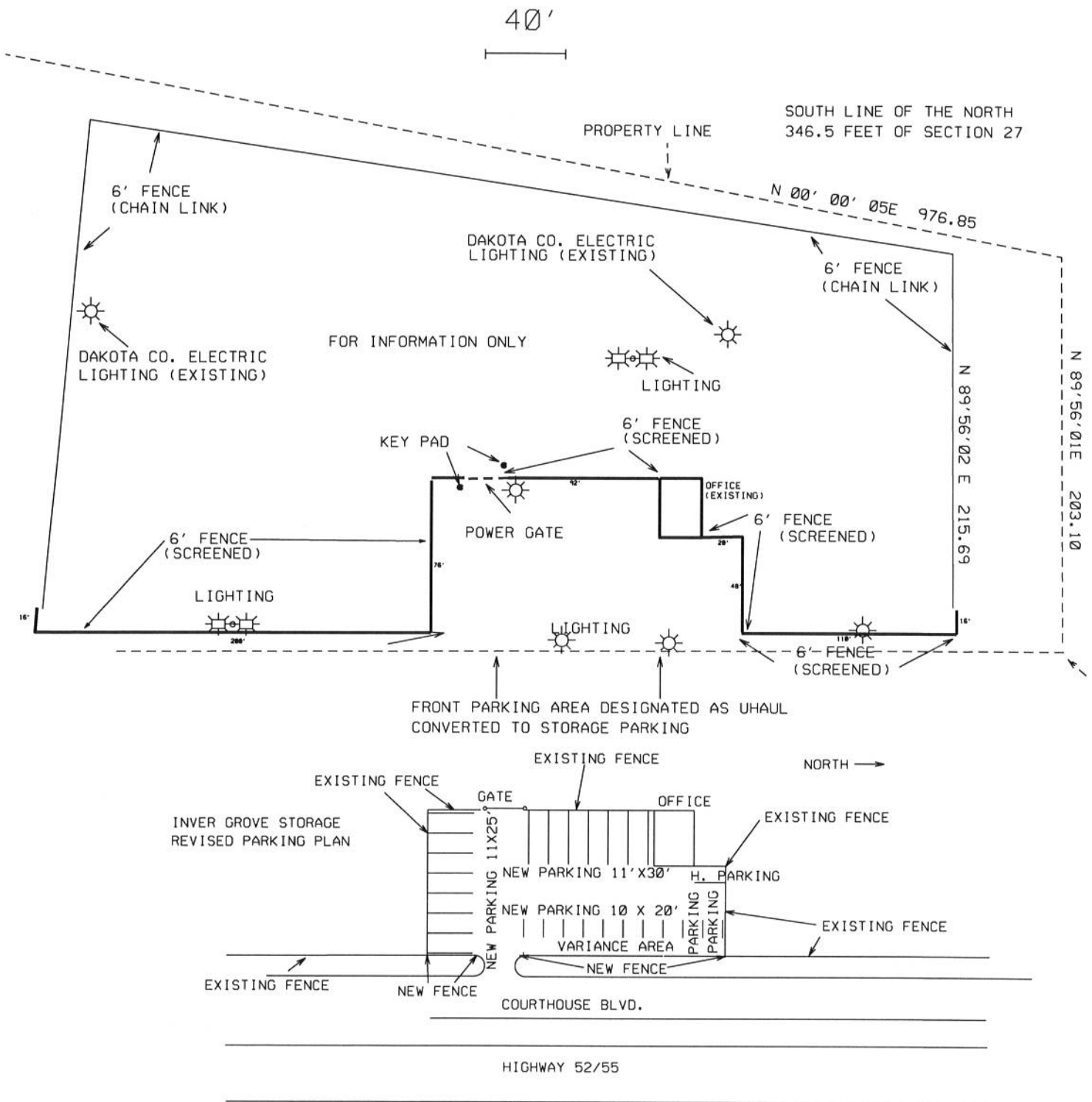
Parking designation change

Inver grove Storage has two locations within the City of Inver Grove Heights. One located at 9735 Robert Trail (Highway 3) the other at 10125 Courthouse Blvd (Highway 55/52). We are requested a parking designation change at our Courthouse Blvd location.

The current front area is designated U-Haul equipment. We want to change this designation to outdoor storage parking and still allow U-Haul. This front area would remain unsecure but we do have cameras covering the entire area and a security firm drives through every night.

We are also asking for a variance from the 10' parking set back from fence/property line to allow parking up to the fence/property line. This would allow a larger operating area for customers to pull into and out of spaces. It will also allow our U-Haul customers more room for maneuvering the area.

Knowing the city may want this area screened and if it is proposed that we do need screening, we would like to place a 4' fence rather than a six foot fence. This will then allow the front area to be seen from the highway and allow employees within the office to see beyond the front area. The office would be cut off from views from the highway and frontage road should a 6' fence be required. We have office workers in the office after dark that would feel uncomfortable with a higher fence.



inver grove storage

Legend

- 10125 Courthouse Blvd
- Inver Grove Storage & Rental



inver grove storage

Legend

-  10125 Courthouse Blvd
-  Inver Grove Storage & Rental



**LEVANDER,
GILLEN &
MILLER, P.A.**

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AARON S. PRICE
DAVID L. SIENKO
CASSANDRA C. WOLFGRAM

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: November 21, 2018
**RE: Regulation of Lawful Gambling – Second Reading of Gambling Ordinance
Amendment; November 26, 2018 Council Meeting**

Section 1. Background. At the November 26, 2018 Council meeting, the Council will consider the second reading of an ordinance amending the City's gambling ordinance. Attached is a redlined version of the amendment. The gambling ordinance is found in Title 4, Chapter 7 of the City Code. This memo outlines the changes to the current ordinance and addresses the questions that were raised at the November 13, 2018 Council meeting.

Section 2. Changes. The major changes are:

1. The current ordinance allows an organization to have only two premises permits. The new ordinance removes this restriction and allows an organization to have an unlimited number of premises permits in the City.
2. The current ordinance allows only one premises permit per liquor establishment. The new ordinance allows two premises permits per liquor establishment.
3. The attached ordinance requires that 60% of net profits expended in a calendar year be made in the Trade Area. Net profits means gross profits less amounts expended for allowable expenses and paid in taxes assessed on lawful gambling. Minnesota Statutes § 349.213 requires that the Trade Area include every city contiguous to Inver Grove Heights. Thus, the Trade Area is Inver Grove Heights and South St. Paul, Rosemount, Eagan, West St. Paul, Sunfish Lake, St. Paul Park, Newport and Mendota Heights. The attached ordinance states that the 10% of net profits paid to the City fund is a credit against the 60% of net profits that have to be expended in the trade area.
4. The current ordinance does not require any direct payment to the City. The new ordinance requires that each organization contribute 10% of net profits derived from lawful gambling

in the City to a fund administered and regulated by the City without cost to the fund. Net profits means gross profits less amounts expended for allowable expenses and paid in taxes assessed on lawful gambling.

The required payment under this section shall be made monthly no later than 20 days after the end of the month.

The funds must be disbursed by the City for (i) charitable contributions as defined in section 349.12, subdivision 7a, or (ii) police, fire, and other emergency or public safety-related services, equipment, and training, excluding pension obligations. If the City receives and makes expenditures authorized under this section, then the City must by March 15 of each year file a report with the Board, on a form the Board prescribes, that lists all such revenues collected, interest received on fund balances, and expenditures for the previous calendar year. If the City makes charitable contributions authorized under this section, then the City must acknowledge the financial contributions of organizations conducting lawful gambling to the community and to the recipients of the funds. This may occur in communications about the funds as well as in the distribution of funds.

The City's use of such funds shall be determined at the time of adoption of the City's annual budget or when the budget is amended.

5. There are a number of gambling activities that are exempt from the State licensing. The old ordinance attempted to list the major exemptions, but over time the exemptions have multiplied and it is difficult to keep up with the changes. So, in the new ordinance we have just referenced the statutory sections that identify the exemptions and exclusions. This is a "house-keeping" change to keep up with the statutory changes.

Section 3. Questions. A number of questions were raised at the November 13, 2018 Council meeting. The questions are addressed in the sections below.

Section 4. Inclusion of 10% Contribution to City Within Requirement that 60% Be Spent In Trade Area. The attached ordinance requires that 10% of net profits be contributed to a City fund. The ordinance also requires that 60% of net profits be spent in the trade area. For purposes of these particular provisions, "net profits are gross profits less amounts expended for allowable expenses and paid in taxes assessed on lawful gambling." The question was whether the 10% contribution counts towards (is a credit against) the 60% requirement. In consultation with the State Gambling Board (Steve Pedersen, Licensing Supervisor), it was determined that the City ordinance for the trade area could be drafted to accomplish either result. The attached ordinance provides that the 10% contribution is a credit against the 60% requirement.

Section 5. Payment Date for 10% Contribution. The State requires that all reports from the gambling organizations be sent to the State by the 20th day following the end of the month. We revised the attached ordinance to provide that payment of the 10% contribution be made by the 20th day of the month following the month for which the payment is due, rather than the 15th day.

Section 6. Direct Payment To Charitable Organizations. One organization suggested that if the City was going to contribute part of the 10% fund to a charitable organization, that the gambling organization could make a direct contribution of that amount to the charitable organization and bypass the City fund. This is not allowed. The gambling board requires that the money be paid to the City and that the City make the contribution. There has to be a deposit into the City fund. There cannot be a bypass of the City fund.

Section 7. Is Bingo Treated Differently? At the November 13, 2018 Council meeting, one organization alluded to a belief that bingo proceeds were treated differently. The answer is that for purposes of the attached ordinance, bingo proceeds are not treated differently because the 10% contribution (to the City) and the 60% requirement (for the trade area) are multiplied by a number where State taxes have already been subtracted. What I think the organization was alluding to was that for purposes of the State tax on lawful gambling, bingo net receipts (sales minus prizes) are taxed by the State at a fixed rate of 8.5% whereas the taxes imposed on pull tabs (and other forms of lawful gambling) are taxed at progressive rates which conceivably could exceed 8.5%. Having said that, how the State taxes bingo versus pull tabs has nothing to do with the 10% contribution or the 60% requirement.

Section 8. 10% of What? 60% of What? The applicable statute (Minn. Stat. § 349.213) provides that the 10% contribution is 10% per year of net profits derived from lawful gambling conducted on premises within the City's jurisdiction. Net profits for purpose of the 10% requirement are "gross profits less amounts expended for allowable expenses and paid in taxes assessed on lawful gambling."

With respect to the 60% trade area requirement, the statute states that the City may impose a requirement that the organization "expend all or a portion of its expenditures for lawful purposes on lawful purposes conducted or located within the City's trade area."

The difference between the two pots of money to which the respective percentages are applied is that with respect to the 10% requirement, state taxes assessed on lawful gambling are subtracted from the pot of money before the 10% is applied. With respect to the 60% requirement, state taxes are technically not subtracted from the pot of money since state taxes are themselves lawful purposes.

Having said that, the Gambling Board recommends that for purposes of calculation, with respect to the trade area requirement, the pot of money be the same as with respect to the 10% requirement. This will simplify the calculation and will be easier to administer. As a result, the attached amended ordinance states that the pot of money against which the respective percentages will be applied will be the net profits defined as gross profits less amounts expended for allowable expenses and paid in taxes assessed on lawful gambling.

Section 9. South St. Paul. At the November 13, 2018 Council meeting, a number of those who spoke left the impression that the City of South St. Paul only approves premises permits for local organizations and that outside organizations are not allowed to conduct gambling in South St. Paul. This is not correct. I checked with the South St. Paul City Clerk and we reviewed the South St. Paul ordinance. The South St. Paul ordinance is substantially the same as the current Inver Grove

Heights ordinance. It requires a trade area expenditure of 55% (IGH requires 60%) and it does not require that the gambling entity be a local organization. The concept of the local organization only arises if there are two competing entities for the same premises permit; in such a case, a preference is given to the local organization. Inver Grove Heights has the same preference if there are two competing entities for the same premises permit.

Section 10. Limiting Gambling Organizations to Local Organizations. There are equally divided opinions in the legal community about whether a City can limit gambling organizations to local organizations. This controversy has existed since the late 1980's and early 1990's. There is not a reported state appellate court decision or state supreme court decision that specifically addresses the question. In 1988, the attorney general offered the opinion that cities could not restrict organizations to local organizations unless the cities could substantiate a case for implied authority. The attorney general offered no opinion on the issue of implied authority. The attorney general (A.G. Op. July 28, 1988) pointed out the following:

- There is no express statutory authorization to limit the eligible entities to local organizations.
- If there is an argument for implied authority, the attorney general has stated that “by limiting lawful gambling, possible violation of the equal protection clause of the state and/or federal constitution must be considered by the city.” Resolution of the reasonableness of such restrictions calls for factual and policy determinations that would have to support a legitimate government objective. The usual government objective is to foster a situation where more proceeds are spent in the city where the gambling proceeds originated because there is a higher probability that the local organizations will spend more of the proceeds in the city in which the local organization is located and in which some of the members of the local organization reside.

The attorney general opinion is attached for reference. In light of the negative comments made in the opinion, most cities have chosen to not impose such a requirement and instead have focused on the trade area requirement and the 10% city fund requirement, both of which are expressly authorized by statute.

The attached amendment does not require that the gambling organization be a local organization.

If the City changes the ordinance to only allow local organizations, then the recommendation is that the City grandfather in those organizations that already hold a premises permit.

The issue of restricting gambling to local organizations typically raises the questions of how to define a local organization. The City defines a local organization as one that meets the following criteria:

- A. The organization has at least fifteen (15) members that are current residents of the City; and
- B. The physical site for the organization's headquarters or the registered office of the organization is located within the City and has been located within the City for at least two (2) years immediately preceding the application for a license; or

C. The organization owns real estate within the City, and the lawful gambling is conducted on the property owned by the organization within the City; or

D. The physical site where the organization regularly holds its meetings and conducts its activities, other than lawful gambling and fundraising, is within the City and has been located within the City for at least two (2) years immediately preceding application for a license.

Section 11. Council Action. The attached ordinance is on the Council agenda for the second reading on November 26, 2018.

Attachments

255
A.G. Op.

LOCAL GOVERNMENTS: NONPROFIT CORPORATIONS: GAMBLING: Local units of government may not establish nonprofit corporations to carry out general governmental functions. Local governments are limited in their authority to license or refuse licensure of nonprofit organizations wishing to conduct lawful gambling within the local government's jurisdiction.

July 29, 1988

Harry L. Newby, Jr.
City Attorney
City of Cloquet
1219 - 14th Street
Cloquet, MN 55720-3139

733

Dear Mr. Newby:

In your letter to Attorney General Hubert H. Humphrey, III, you ask substantially the following questions:

QUESTION ONE

Under Minn. Stat. § 349.213, subd. 1, can the City of Cloquet form a nonprofit corporation, the directors of which are residents of the City of Cloquet appointed by the City Council, the income of which is obtained as a result of the ordinance requiring organizations licensed to conduct gambling under Chapter 349 to contribute ten percent of net profits to the corporation, to be used to fund youth and adult recreation activities or to build public structures for that purpose?

OPINION

We answer your question in the negative. Cities, like other local units of government, are creatures of laws establishing those local units for specified purposes. Therefore, the acts of local units of government must be authorized by law as found either in the state constitution or in state statutes. State ex. rel. Village of Fridley v. City of Columbia Heights, 237 Minn. 124, 53 N.W.2d 831 (1952).

It is well established that a municipality has such powers only as are expressly conferred upon it by statute or as

Harry L. Newby, Jr.
page 2

may be necessarily implied from those powers expressly conferred. It has no inherent powers.

Id. at 53 N.W.2d at 835. See, generally, 13 A Dunnell Minn. Dig. 2d Municipal Corporations § 3.01 (3rd Ed. 1981).

We are aware of no express grant of authority for the City of Cloquet to form a nonprofit corporation for the purpose of funding and administering adult and youth recreational programs and facilities. The question then seems to turn on whether the authority to form a nonprofit corporation for the purpose stated in your question is necessarily implied or incident to powers expressly granted.

We have found no Minnesota case which has examined the notion of implied power in a factual context of the kind contemplated here. The question of the power of local units of government to form nonprofit corporations for the purpose of carrying out general governmental or other functions was addressed by this office on at least one prior occasion. In Op. Atty. Gen. 92a-30, January 29, 1986, it was noted that there appears to be no express statutory authority for local units of government to form nonprofit corporations for the purpose of carrying out general governmental functions, nor could such authority be properly implied from existing grants of power to such units. The one possible exception noted dealt with the power of certain local units of government to establish hospital authorities pursuant to Minnesota Statutes section 144.581. An

Harry L. Newby, Jr.
page 3

examination of current state law yields no reason to contradict that prior opinion.

Minn. Stat. § 349.123 (Supp. 1987) provides that a statutory or home rule charter city or a county may not require an organization conducting lawful gambling within its jurisdiction to make an expenditure to the city or county as a condition to operate in that city or county, except as authorized under section 349.16, subdivision 4, or section 349.212.

Inasmuch as there appears to be no express or implied authority granted to local units of government to form nonprofit corporations and given the language of section 340.213, the City of Cloquet cannot require an organization to contribute directly to the city for the purpose of funding any activity or government function. The city does, however, have the authority to identify one or more specific lawful purposes (as defined in Sec. 349.12 (Supp. 1987) and Minn. Rules Part 7860.0010, subp. 16) to which ten percent of the net profits must be directed. Minn. Stat. § 349.213, subd. 1 (Supp. 1987).

In addition, pursuant to Minnesota Statute section 349.212, subd. 5 (Supp. 1987) a city may impose a local gambling tax on each licensed organization within the city's jurisdiction not to exceed three percent of the organization's gross receipts from all lawful gambling less prizes paid out by the organization. In imposing that tax, however, the city is prohibited from using the monies collected for any purpose other

than for the regulation of lawful gambling. Furthermore, the imposition of such a tax precludes the imposition of any other taxes or fees on lawful gambling. Clearly the legislature intended that tax revenues collected by local units of government from lawful gambling were to be expended directly on the regulation of lawful gambling.

QUESTION TWO

Can the city require an organization, as a condition of conducting lawful gambling, to meet all, or any combination of the following requirements:

- (a) The organization have at least fifteen (15) members that are residents of the City of Cloquet.
- (b) At least fifty percent (50%) of all members of the organization be residents of the City of Cloquet.
- (c) The physical site for the organization's headquarters or the registered business office of the organization located within the city and have been located within the city for at least two (2) years immediately preceding application for a license.
- (d) The organization own real property within the city and the lawful gambling be conducted on the property owned by the organization within the city.
- (e) The physical site where the organization regularly holds its meetings and conducts its activities, other than lawful gambling and fund-raising, be within the City of Cloquet and have been located within the City of Cloquet for at least two (2) years immediately preceding application for a license.

OPINION

We answer your question in the negative, with qualifications. Minn. Stat. § 349.213, subd. 1 (Supp. 1987) states:

A statutory or home rule city or county has the authority to adopt more stringent regulation of any form of lawful gambling within its jurisdiction, including the prohibition of any form of lawful gambling,
.....

(Emphasis added.)

Nothing in the statute speaks to the authority of a local unit of government to regulate the composition, local control or residency of the organization seeking approval to conduct gambling within the jurisdiction of the local unit of government. Form of gambling contemplates the various games themselves and the manner in which those games are conducted. The term also arguably contemplates authority to regulate the site of the gambling activity. Therefore, the local unit of government can determine what kind of lawful gambling (if any) can take place in its jurisdiction; it can specify the hours during which lawful gambling can be conducted within the jurisdiction; it can indicate where in the jurisdiction gambling can and cannot be conducted; it can limit the number of sites within the jurisdiction where gambling will be allowed; and it can prohibit gambling altogether.

The statute does not expressly authorize a local unit of government to determine the membership of an organization, or to decree that any organization seeking to conduct gambling in the jurisdiction must expend what may be precious resources to own property in that jurisdiction, or to prescribe where the organization's meetings must be held.

Other than those organizations exempt from licensing under Section 349.214, the licensing of organizations to conduct lawful gambling is done by the Charitable Gambling Control Board. The state has preempted the licensing function by prohibiting local units of government from requiring licenses or permits to conduct lawful gambling by those organizations already licensed by the Board. Minn. Stat. § 349.213, subd. 1 (Supp. 1987).

The question then arises whether there is implied from the statute the authority to limit gambling within the jurisdiction of a local government only to those organizations that meet specific criteria set by the local unit of government -- in this instance, organizations which are essentially local organizations.

Minn. Stat. § 349.213, subd.2 (1986), states that the Charitable Gambling Control Board may not issue a license to an organization if the local unit of government has adopted a resolution disapproving the license and so informs the board within 30 days of receiving notice of the license [application] (60 days as of 8/1/88). The statute offers no guidance with

respect to reasons a local unit of government may disapprove an organization's application. Impliedly, the local unit of government can develop certain criteria upon which to base the governing body's decisions to approve or reject applications by organizations wishing to conduct lawful gambling in the jurisdiction. Failure to do so could result in claims that actions by the governing body are arbitrary and capricious.

The City of Cloquet, though lacking the authority to license organizations to conduct lawful gambling pursuant to Chapter 349, has been given the authority to deny an application under Section 349.213, subd. 2. Again, it is well-settled that a local unit of government may not act arbitrarily in denying an application for a license. See, e.g., State ex rel. Ratner v. City of Minneapolis, 164 Minn. 49, 204 N.W. 632 (1925). Given what is contemplated by the City of Cloquet, namely, limiting lawful gambling to local organizations, possible violation of the equal protection clause of the state and/or federal constitution must be considered by the city. See, e.g., Const. & Gen. Lab. Union Local 563 v. City of St. Paul, 270 Minn. 427, 134 N.W.2d 266 (1965); Berg v. City of Minneapolis, 274 Minn. 277, 143 N.W.2d 200 (1966).

Resolution of the reasonableness of such restrictions as related to the asserted local purposes, however, calls for factual and policy determinations that are generally beyond the scope of our opinions. Thus we are not in a position to

Harry L. Newby, Jr.
page 8

authoritatively state whether conditions of the sort you propose
would be found reasonable in the circumstances.

Respectfully submitted,

HUBERT H. HUMPHREY, III
Attorney General
State of Minnesota

PEGGY L. BUNCH
Special Assistant
Attorney General

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS
CITY CODE TITLE 4 CHAPTER 7 RELATED TO GAMBLING**

The City Council of Inver Grove Heights does hereby ordain:

Section 1. Amendment. Inver Grove Heights City Code Title 4 Chapter 7 in its entirety is hereby amended to read as follows:

4-7-1: ADOPTION OF STATE LAW BY REFERENCE:

The provisions of Minnesota ~~statutes~~Statutes, chapter 349, as they may be amended from time to time, with reference to the definition of terms, conditions of operation, provisions relating to sales, and all other matters pertaining to lawful gambling are hereby adopted by reference and are made a part of this chapter as if set out in full. It is the intention of the ~~council~~Council that all future amendments of Minnesota ~~statutes~~Statutes, chapter 349, are hereby adopted by reference or referenced as if they had been in existence at the time this chapter was adopted. (Ord. 1206, 3-8-2010)

4-7-2: CITY MAY BE MORE RESTRICTIVE THAN STATE LAW:

The ~~council~~Council is authorized by the provisions of Minnesota ~~statutes~~Statutes section 349.213, as it may be amended from time to time, to impose, and has imposed in this chapter, additional restrictions on gambling within its limits beyond those contained in Minnesota ~~statutes~~Statutes, chapter 349, as it may be amended from time to time. (Ord. 1206, 3-8-2010)

4-7-3: PURPOSE:

The purpose of this chapter is to regulate lawful gambling within the city of Inver Grove Heights, to prevent its commercialization, to ensure the integrity of operations, and to provide for the use of net profits only for lawful purposes. (Ord. 1206, 3-8-2010)

4-7-4: DEFINITIONS:

In addition to the definitions contained in Minnesota ~~statutes~~Statutes section 349.12, as it may be amended from time to time, the following terms are defined for purposes of this chapter:

BOARD: The ~~state~~State of Minnesota ~~gambling~~Gambling control~~Control~~ ~~board~~Board.

LICENSED ORGANIZATION: An organization licensed by the ~~board~~Board.

LOCAL ORGANIZATION: An organization defined by Minnesota ~~statutes~~Statutes section 349.12 that also meets the following criteria:

- A. The organization has at least fifteen (15) members that are current residents of the city; and
- B. The physical site for the organization's headquarters or the registered office of the organization is located within the city and has been located within the city for at least two (2) years immediately preceding the application for a license; or
- C. The organization owns real estate within the city, and the lawful gambling is conducted on the property owned by the organization within the city; or
- D. The physical site where the organization regularly holds its meetings and conducts its activities, other than lawful gambling and fundraising, is within the city and has been located within the city for at least two (2) years immediately preceding application for a license.

TRADE AREA: Pursuant to Minnesota Statutes section 349.213, The- the cities of Inver Grove Heights, South St. Paul, Rosemount, Eagan, West St. Paul, Sunfish Lake, St. Paul Park, Newport, and Mendota Heights constitute the Trade Area. (Ord. 1206, 3-8-2010)

4-7-5: APPLICABILITY:

This chapter shall be construed to regulate all forms of lawful gambling within the city except:

~~A. Bingo conducted within a nursing home or a senior citizen housing project or by a senior citizen organization if the prizes for a single bingo game do not exceed ten dollars (\$10.00), total prizes awarded at a single bingo occasion do not exceed two hundred dollars (\$200.00), no more than two (2) bingo occasions are held by the organization or at the facility each week, only members of the organization or residents of the nursing home or housing project are allowed to play in a bingo game, no compensation is paid for any persons who conduct the bingo, and a manager is appointed to supervise the bingo.~~

~~B. Raffles if the value of all prizes awarded by the organization in a calendar year does not exceed one thousand five hundred dollars (\$1,500.00).~~

A. Lawful gambling that is excluded from licensure pursuant to Minnesota Statutes section 349.166, subdivision 1.

~~CB.~~ Lawful gambling that is exempt from licensure pursuant to Minnesota ~~statutes-Statutes~~ section 349.166, subdivision 2. (Ord. 1206, 3-8-2010)

4-7-6: LAWFUL GAMBLING PERMITTED:

Lawful gambling is permitted within the city provided it is conducted in accordance with Minnesota ~~statutes-Statutes~~ sections 609.75 through 609.763, inclusive, as they may be amended from time to time; Minnesota ~~statutes-Statutes~~ sections 349.11 through 349.23, inclusive, as they may be amended from time to time; and this chapter. (Ord. 1206, 3-8-2010)

4-7-7: COUNCIL APPROVAL:

Lawful gambling authorized by Minnesota ~~statutes~~ Statutes sections 349.11 through 349.23, inclusive, as they may be amended from time to time, requiring local approval shall not be conducted unless the premises permit is approved by the ~~council~~ Council, subject to the provisions of this chapter and state law. (Ord. 1206, 3-8-2010)

4-7-8: APPLICATION AND LOCAL APPROVAL OF PREMISES PERMITS:

A. Eligibility For A Premises Permit: A premises permit may only be issued and approved if:

1. The premises is an on-sale liquor establishment;
2. No more than one other premises permit currently exists for the premises;
- ~~3. The organization does not already hold a premises permit or the organization holds only one other premises permit within the city;~~
43. The organization that will conduct the lawful gambling is eligible for an organization license from the ~~board~~ Board.

B. Process:

1. Application: Any organization seeking to obtain a premises permit from the ~~board~~ Board shall file with the clerk an executed, complete duplicate application, together with all exhibits and documents accompanying the application as will be filed with the ~~board~~ Board. The organization shall pay the city a two hundred fifty dollars s (\$250.00) investigation fee. This fee shall be refunded if the application is withdrawn before the investigation is commenced.
2. Background Investigation: Upon receipt of an application for issuance of a premises permit, the clerk shall transmit the application to the police department for review and recommendation. The police department shall investigate the matter and make the review and recommendation to the ~~council~~ Council as soon as possible, but in no event later than ~~forty~~ forty-five (45) days following receipt of the ~~application notification~~ by the city. The ~~council~~ Council shall receive the police department's report and consider the application within ~~forty~~ forty-five (45) days of the date the application was submitted to the clerk.
3. Approval Or Denial Of Application: The applicant shall be notified in writing of the date on which the ~~council~~ Council will consider the recommendation. The ~~council~~ Council shall, by resolution, approve or disapprove the application within sixty (60) days of receipt of the application.

C. Grounds For Ineligibility: The ~~council~~ Council shall deny an application for issuance of a premises permit for any of the following reasons:

1. Violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling within the last three (3) years.
- ~~2. The organization already holds two (2) premises permits within the city.~~
32. The premises for which a premises permit is sought is not an on-sale liquor establishment.
43. The organization that will conduct the lawful gambling is ineligible for an organizational license from the ~~board~~ Board.

54. There ~~is already one~~ are already two licensed-Licensed organization-Organizations permitted to conduct lawful gambling activities at the premises.

65. Failure of the applicant to pay the investigation fee provided by this section within the prescribed time limit.

76. Operation of gambling at the site would be detrimental to health, safety, and welfare of the community.

D. Renewal: The ~~council-Council~~ is without authority to compel the owner of an on-sale liquor establishment to renew a premises permit. (Ord. 1206, 3-8-2010)

4-7-9: PRIORITY IN APPROVAL PROCESS:

It is anticipated that there may be ~~multiple more than one~~ organizations applying for an available premises permit at a single on-sale liquor establishment. Therefore, the following criteria, in the order listed, prioritize and determine the approval for the ~~one~~ available premises permit:

A. If there are two (2) or more applications, then a ~~local-Local organization-Organization~~ will be preferred over an organization that does not meet the definition of ~~local-Local organization-Organization~~. Because of the nuisance prone nature of gambling, compared to other licensing or permitting activities within the city, the city prefers that the organization have a local connection so as to facilitate investigation of applicants and the investigation and arrest of violators. Where two (2) or more organizations seek to obtain an available ~~have a~~ premises permit at the same on-sale liquor establishment, the organization that meets the definition of ~~local-Local organization-Organization~~ will be preferred over an organization that does not meet the definition.

B. If two (2) or more nonlocal organizations seek approval, the ~~council-Council~~ will approve the organization which applied first. (Ord. 1206, 3-8-2010)

4-7-10: INSPECTIONS:

A. All ~~licensed-Licensed organizations-Organizations~~ are deemed to have consented to inspection of the licensed or permitted premises by the city.

B. Authorized employees or agents of the city may inspect, at any reasonable time without notice or search warrant, all records, including gambling accounts and other bank records, required by the ~~board-Board~~ to be maintained and preserved. (Ord. 1206, 3-8-2010)

4-7-11: LICENSE AND PERMIT DISPLAY:

All permits issued under state law or this chapter shall be prominently displayed ~~during the permit year~~ at the premises where gambling is conducted. (Ord. 1206, 3-8-2010)

4-7-12: NOTIFICATION OF MATERIAL CHANGES TO APPLICATION:

An organization holding a state issued premises permit shall notify the city within ten (10) days in writing whenever any material change is made in the information submitted on the application. (Ord. 1206, 3-8-2010)

4-7-13: DESIGNATED TRADE AREA:

A. During the calendar year, each ~~licensed~~Licensed ~~organization~~Organization within the city having a premises permit within the city shall expend at least sixty percent (60%) of its net profits ~~lawful purpose~~ expenditures made that year on lawful purposes conducted within the city's trade area.

B. This section applies only to lawful purpose expenditures of ~~gross~~net profits derived from gambling conducted at a premises within the city's jurisdiction. ~~that remain after payment of allowable expenses.~~ For purposes of this section, net profits are gross profits less amounts expended for allowable expenses and paid in taxes assessed on lawful gambling. (Ord. 1264, 4-22-2013)

C. The amount paid by the Licensed Organization to the city under section 4-7-14 shall be treated as a credit against the amount required to be expended under Section 4-7-13.

4-7-14: CONTRIBUTION OF NET PROFITS TO FUND ADMINISTERED BY CITY:

A. Each organization licensed to conduct lawful gambling with the city pursuant to Minnesota Statutes section 349.16, as it may be amended from time to time, shall contribute ten percent (10%) of its net profits derived from lawful gambling in the city to a fund administered and regulated by the city without cost to the fund. For purposes of this section, net profits are gross profits less amounts expended for allowable expenses and paid in taxes assessed on lawful gambling.

B. The required payment under this section shall be made monthly no later than 20 days after the end of the month.

C. The funds must be disbursed by the city for (i) charitable contributions as defined in section 349.12, subdivision 7a, or (ii) police, fire, and other emergency or public safety-related services, equipment, and training, excluding pension obligations. If the city receives and makes expenditures authorized under this section, then the city must by March 15 of each year file a report with the Board, on a form the Board prescribes, that lists all such revenues collected, interest received on fund balances, and expenditures for the previous calendar year. If the city makes charitable contributions authorized under this section, then the city must acknowledge the financial contributions of organizations conducting lawful gambling to the community and to the recipients of the funds. This may occur in communications about the funds as well as in the distribution of funds.

D. The city's use of such funds shall be determined at the time of adoption of the city's annual budget or when the budget is amended.

4-7-~~14~~15: RECORDS AND REPORTING:

A. Licensed ~~organizations~~Organizations shall file with the clerk one copy of all records and reports required to be filed with the ~~board~~Board, pursuant to Minnesota ~~statutes~~Statutes, chapter 349, as it may be amended from time to time, and rules adopted pursuant thereto, as they may be amended from time to time. The records and reports shall be filed on or before the day they are required to be filed with the ~~board~~Board.

B. Licensed ~~organizations~~Organizations shall file an annual report with the city proving compliance with the trade area spending requirements imposed by section 4-7-13 of this chapter. Such report proving compliance with trade area spending requirements shall be made on a form prescribed by the city. The report shall be submitted within sixty (60) days of December 31 and shall report proceeds received during the just ended calendar year. (Ord. 1206, 3-8-2010)

C. Licensed Organizations shall file a monthly report with the city proving compliance with the contribution requirements of ten percent (10%) of net profits derived from lawful gambling in the city as imposed by section 4-7-14. This report shall be made on a form prescribed by the city and shall be submitted to the city no later than 20 days after the end of the month. Licensed Organizations shall also file an annual report on a form prescribed by the city showing compliance with the requirements of section 4-7-14; the annual report shall be submitted no later than 20 days after the end of the calendar year and shall show all payments to the city for the just ended calendar year.

4-7-~~15~~16: HOURS OF OPERATION:

Lawful gambling shall not be conducted between ~~one~~two o'clock (~~1~~2:00) A.M. and eight o'clock (8:00) A.M. on any day of the week. (Ord. 1206, 3-8-2010)

4-7-~~16~~17: PENALTY:

A. Any person who violates this chapter is guilty of a misdemeanor. In addition to criminal prosecution for violation of this chapter; Minnesota ~~statutes~~Statutes sections 609.75 through 609.763, inclusive, as they may be amended from time to time; or Minnesota ~~statutes~~Statutes sections 349.11 through 349.21, as they may be amended from time to time or any rules promulgated under those sections, as they may be amended from time to time, the ~~council~~Council may report violations to the ~~board~~Board and may recommend suspension, revocation, or cancellation of an organization's license and of an organization's premises permit.

B. The ~~council~~Council may suspend or revoke its approval for a premises permit for any reason that the ~~board~~Board may revoke a premises permit or for violation of this chapter.

C. Prior to recommending suspension, revocation, or cancellation of an organization's license to the ~~board~~Board and prior to suspending or revoking its approval for a premises permit, the ~~council~~Council must provide the organization a hearing before the ~~council~~Council in accordance with subsection 3-2-10B of this code. (Ord. 1206, 3-8-2010)

D. During the time that the revocation or suspension of the previously granted approval of the premises permit is in effect, the Licensed Organization shall not conduct lawful gambling at the location of the premises permit.

Section 2. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed in regular session of the City Council on the _____ day of _____, 2018.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Michelle Tesser, City Clerk



NELSON CPAs

Memo

Date: November 16, 2018
To: Jim Grob, AmVets
From: Jodee Paape, CPA/PFS
Re: Proposed Inver Grove Heights 10% tax

Jim –

You asked me to analyze the proposed 10% net profits tax from the City of Inver Grove Heights. As you know, the 10% is on net profits after allocated taxes and allowable expenses attributable to your Inver Grove site, Drkulas Bowl. I've attached an analysis of 2017 and 2018 (through September results) showing the impact that tax would have had during that period. The basic conclusion from that analysis is that you would have significantly less discretionary funds available for donations in Inver Grove Heights. Specifically, had the tax been in place in 2017, you would have only been able to donate \$14,592.39 directly to IGH charities. The balance of what you did give in 2017 (\$15,270.09) would have gone to the city instead for them to distribute according to their criteria. In 2018 (through September), the results are similar – you would have only been able to donate \$7,534.81 directly to IGH charities plus the 10% tax of \$11,875.37 to the city.

This would greatly impact your ability to “revenue share” with the IGH charities you've been supporting. In exchange for working meat raffles, etc, you have been donating to the organizations that provide the sellers for those events. Much of the net revenue from those events would instead have to be channeled to the city for their 10% tax.

Another point I'd like to make sure you notice on the spreadsheets is that you are required by state law to have 30% of your net receipts be spent on lawful purpose expenditures. By the time we allocate taxes to the Drkula's site, there is NO requirement for ANY charitable giving since the allocated taxes are more than 30% of your net receipts. In spite of that fact, the AmVets have a consistent history of giving back to the Inver Grove Heights community.

Let me know if you need more information or clarification.

AmVets Post #1
Summary of Results - Site #008 Drkulas Bar
Calendar Year 2018

	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Total
Gross Receipts:													
Paper Pull tabs	332,923.00	309,076.00	367,987.00	320,492.00	267,426.00	255,821.00	206,294.00	282,984.00	308,923.00				2,651,926.00
Electronic Pull Tabs	17,248.25	14,459.00	14,746.25	18,983.00	13,590.75	6,845.25	7,960.00	9,531.25	15,056.25				118,420.00
Paper Bingo	22,260.00	20,904.00	24,681.00	22,815.00	21,141.00	19,431.00	9,565.00	17,356.00	13,008.00				171,161.00
Paddletickets	2,520.00	2,700.00	3,330.00	2,730.00	0.00	1,560.00	480.00	1,530.00	1,140.00				15,990.00
Tipboard	570.00	2,580.00	0.00	1,110.00	0.00	0.00	0.00	0.00	630.00				4,890.00
Sports Themed tipboards									1,735.00				1,735.00
Other Income					2,702.00	2,497.00	1,659.00	2,352.00	1,702.00				13,956.00
Total Gross Receipts	375,521.25	349,719.00	410,744.25	369,174.00	304,859.75	286,154.25	225,938.00	313,753.25	342,194.25	0.00	0.00	0.00	2,962,387.00
Prizes:													
Paper Pull tabs	284,017.00	266,270.00	320,094.00	282,550.00	228,510.00	228,545.00	181,128.00	245,171.00	270,013.00				2,306,298.00
Electronic Pull Tabs	17,233.10	10,886.95	11,613.95	16,408.60	11,653.90	5,373.20	7,365.50	6,689.85	12,825.90				100,050.95
Paper Bingo	17,747.00	16,106.00	17,348.00	14,018.00	15,662.00	15,795.00	9,467.00	16,210.00	11,140.00				133,493.00
Paddletickets	1,680.00	1,800.00	2,220.00	1,820.00	0.00	1,040.00	320.00	1,020.00	760.00				10,660.00
Tipboard	380.00	1,720.00	0.00	740.00	0.00	0.00	0.00	0.00	420.00				3,260.00
Sports Themed tipboards									1,400.00				1,400.00
Total Prizes	321,057.10	296,782.95	351,275.95	315,536.60	255,825.90	250,753.20	198,280.50	269,090.85	296,558.90	0.00	0.00	0.00	2,553,761.95
Net Receipts	54,464.15	52,936.05	59,468.30	53,637.40	49,033.85	35,401.05	27,677.50	44,662.40	45,635.35	0.00	0.00	0.00	408,625.05
Total allowable Expenses	19,374.91	16,635.82	19,621.64	20,264.32	18,781.65	20,117.34	16,110.56	18,719.12	19,403.78				169,029.14
Allocation of tax prior mo	15,543.04	18,604.42	17,927.18	19,600.19	17,101.52	16,526.53	11,959.17	3,977.58	15,528.64				136,768.27
Net profit (line 29)	19,546.20	17,695.81	21,919.48	13,772.89	13,150.68	(1,242.82)	(392.23)	21,965.70	10,702.93	0.00	0.00	0.00	102,827.64
LPE Requirement - total (30%)	16,339.25	15,880.82	17,840.49	16,091.22	14,710.16	10,620.32	8,303.25	13,398.72	13,690.61	0.00	0.00	0.00	126,874.82
LPE required less allocated taxes	796.21	(2,723.61)	(86.69)	(3,508.97)	(2,391.37)	(5,906.22)	(3,655.92)	9,421.14	(1,838.04)	0.00	0.00	0.00	(9,893.46)
Actually spent in IGH	3,000.00	2,000.00	2,200.00	600.00	2,000.00	1,000.00	1,000.00		4,000.00				14,800.00
Other orgs in trade area	500.00	1,500.00	500.00	1,740.18	370.00								4,610.18
Total LPE allocated to IGH	3,500.00	3,500.00	2,700.00	2,340.18	2,370.00	0.00	1,000.00	0.00	4,000.00	0.00	0.00	0.00	19,410.18
Proposed 10% tax	1,954.62	1,769.58	2,191.95	1,377.29	1,315.07	0.00	0.00	2,196.57	1,070.29	0.00	0.00	0.00	11,875.37
Theoretical \$\$ remaining to give	1,545.38	1,730.42	508.05	962.89	1,054.93	0.00	1,000.00	(2,196.57)	2,929.71	0.00	0.00	0.00	7,534.81

Conclusion - if the 10% of net profit is remitted to the city, obviously less \$\$ are available to be given directly to IGH charities. In 2017 IGH charities would have received \$7,265.19 less directly from the AmVets thru Sept

AmVets Post #1
Summary of Results - Site #008 Drkulas Bar
Calendar Year 2017

	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Total
Gross Receipts:													
Paper Pull tabs	312,144.00	316,030.00	396,193.00	354,487.00	267,859.00	244,108.00	243,138.00	272,141.00	315,220.00	320,809.00	341,021.00	313,004.00	3,696,154.00
Electronic Pull Tabs	4,760.00	4,794.00	13,987.50	17,040.00	5,016.00	1,775.50	3,975.50	2,831.75	5,819.75	5,585.50	8,447.25	21,840.50	95,873.25
Paper Bingo	21,759.00	14,215.00	14,388.00	10,134.00	9,310.00	5,235.00	3,389.00	11,020.00	11,549.00	13,635.00	18,851.00	15,454.00	148,939.00
Paddletickets	2,520.00	2,340.00	2,520.00	2,190.00	300.00	450.00	0.00	1,470.00	960.00	1,620.00	2,610.00	2,430.00	19,410.00
Tipboard	2,700.00	3,360.00	0.00	0.00	0.00	0.00	0.00	0.00	510.00	0.00	0.00	0.00	6,570.00
Total Gross Receipts	343,883.00	340,739.00	427,088.50	383,851.00	282,485.00	251,568.50	250,502.50	287,462.75	334,058.75	341,649.50	370,923.25	352,728.50	3,966,946.25
Prizes:													
Paper Pull tabs	279,316.00	280,501.00	355,460.00	316,876.00	246,983.00	216,038.00	215,695.00	240,855.00	280,931.00	281,866.00	293,057.00	275,583.00	3,283,161.00
Electronic Pull Tabs	3,806.30	3,938.40	11,627.80	12,792.40	3,908.65	1,076.80	3,948.05	2,232.45	4,312.20	4,611.10	6,322.90	17,668.45	76,245.50
Paper Bingo	10,355.00	9,342.00	10,643.00	6,175.00	7,487.00	5,509.00	2,099.00	7,444.00	13,190.00	11,714.00	15,143.00	14,751.00	113,852.00
Paddletickets	1,680.00	1,560.00	1,680.00	1,460.00	200.00	300.00	0.00	980.00	640.00	1,080.00	1,720.00	1,620.00	12,920.00
Tipboard	1,800.00	2,240.00	0.00	0.00	0.00	0.00	0.00	0.00	340.00	0.00	0.00	0.00	4,380.00
Total Prizes	296,957.30	297,581.40	379,410.80	337,303.40	258,578.65	222,923.80	221,742.05	251,511.45	299,413.20	299,271.10	316,242.90	309,622.45	3,490,558.50
Net Receipts	46,925.70	43,157.60	47,677.70	46,547.60	23,906.35	28,644.70	28,760.45	35,951.30	34,645.55	42,378.40	54,686.35	43,106.05	476,387.75
Total allowable Expenses	9,351.65	15,366.50	18,448.16	14,063.90	18,271.55	16,976.91	11,976.35	12,606.98	15,050.89	11,898.16	18,342.45	20,616.60	182,970.10
Allocation of tax prior mo	12,154.29	13,956.00	14,408.10	16,436.96	15,947.47	6,162.93	10,379.93	5,202.76	9,234.90	13,253.23	15,006.51	18,886.30	151,029.38
Net profit (line 29)	25,419.76	13,835.10	14,821.44	16,046.74	(10,312.67)	5,504.86	6,404.17	18,141.56	10,359.76	17,227.01	21,337.39	3,603.15	142,388.27
LPE Requirement - total (30%)	14,077.71	12,947.28	14,303.31	13,964.28	7,171.91	8,593.41	8,628.14	10,785.39	10,393.67	12,713.52	16,405.91	12,931.82	142,916.33
LPE required less allocated taxes	1,923.42	(1,008.72)	(104.79)	(2,472.68)	(8,775.57)	2,430.48	(1,751.80)	5,582.63	1,158.77	(539.71)	1,399.39	(5,954.49)	(8,113.06)
Actually spent in IGH	3,634.20	6,500.00	2,000.00	1,000.00	1,500.00	1,000.00	1,000.00	0.00	2,000.00	1,000.00	1,000.00	5,228.28	24,362.48
Other orgs in trade area			500.00						1,000.00			2,500.00	5,500.00
Total LPE allocated to IGH	3,634.20	6,500.00	2,500.00	1,000.00	1,500.00	1,000.00	1,000.00	0.00	3,000.00	1,000.00	1,000.00	7,728.28	29,862.48
Proposed 10% tax	2,541.98	1,383.51	1,482.14	1,604.67	0.00	550.49	640.42	1,814.16	1,035.98	1,722.70	2,133.74	360.31	15,270.09
Theoretical \$\$ remaining	1,092.22	5,116.49	1,017.86	(604.67)	1,500.00	449.51	359.58	(1,814.16)	1,964.02	(722.70)	(1,133.74)	7,367.97	14,592.39

Conclusion - If the 10% of net profit is remitted to the city, obviously less \$\$ are available to be given directly to IGH charities. In 2017 IGH charities would have received \$9,770.09 less directly from the AmVets

AmVets Post 1 Mendota
Lawful Purpose Expenditures
Inver Grove Heights

Date	CK#	Vendor	Code	City	Site	Memo/Serial	Payment
1/5/2017	4493	Dawn Volkert	02	So. St. Paul	02	Donation for Kids Christmas Party	\$1,233.56
1/5/2017	4493	Dawn Volkert	02	So. St. Paul	09	Donation for Neighbors Christmas Families	\$1,400.62
1/13/2017	4498	Inver Grove Hts Baseball Assn	07	Inver Grove Heights	08	Donation from Nov 2016 meat raffle	\$1,000.00
2/20/2017	4537	Simley Bowling Club	07	Inver Grove Heights	08	Donation from Dec 2016 meat raffle	1,000.00
2/21/2017	4560	John Theodore Otremba	02	Inver Grove Heights	08	Donation for patient services	\$4,500.00
2/24/2017	4546	Inver Grove Hts Fire Dept Auxiliary	01	Inver Grove Heights	08	Donation from Little Horses	\$1,000.00
3/9/2017	4574	Karen's Hope	02	Rosemount	08	Donation for ataxia research	500.00
3/27/2017	4596	Inver Grove Hts Softball Federation	07	Inver Grove Heights	08	Donation from Jan 2017 meat raffle	1,000.00
3/27/2017	4597	Inver Grove Hts Baseball Assn	07	Inver Grove Heights	08	Donation from Feb 2017 meat raffle	1,000.00
4/5/2017	4613	Inver Grove Heights Lions	02	Inver Grove Heights	08	Donation	1,000.00
5/12/2017	4648	West St. Paul Days	01	W. St. Paul	09	Donation for W St. Paul Days parade &	1,000.00
5/23/2017	4657	Rosemount Veterans Committee	06	Rosemount	11	Donation	500.00
6/8/2017	4686	Inver Grove Hts Baseball Assn	07	Inver Grove Heights	08	Donation from April 2017 meat raffle	1,000.00
7/6/2017	4713	Simley Theatre Booster Club	01	Inver Grove Heights	08	Donation from June 2017 meat raffle	1,000.00
9/7/2017	4780	Mendota Hts Community Criminal	01	Mendota Heights	02	Donation	1,000.00
9/20/2017	4789	University of Wisconsin	07	Inver Grove Heights	08	Donation for tuition & books - Victoria Perren	1,000.00
9/20/2017	4791	Simley Theatre Booster Club	01	Inver Grove Heights	08	Donation from July 2017 meat raffle	1,000.00
10/24/2017	4824	Inver Grove Hts Baseball Assn	07	Inver Grove Heights	08	Donation from Aug 2017 meat raffle	1,000.00
11/15/2017	4861	Inver Grove Hts Softball Federation	07	Inver Grove Heights	08	Donation from Mar 2017 meat raffle	1,000.00
12/2/2017	4892	Inver Grove Hts Baseball Assn	07	Inver Grove Heights	08	Donation from Nov 2017 meat raffle	1,000.00
12/4/2017		Neighbors Inc	02	So. St. Paul	05	Merchandise donation	100.00
12/6/2017	4897	City of West St. Paul	07	W. St. Paul	09	Donation	1,000.00
12/11/2017		Neighbors Inc	02	So. St. Paul	05	Merchandise donation	180.00
12/13/2017	4901	Mary Furlong	02	So. St. Paul	09	Neighbor's Inc Cdhrstmas for families	1,729.17
12/13/2017	4901	Mary Furlong	02	So. St. Paul	02	Kids Christmas Party	1,219.11
12/22/2017	4912	Simley Girls Tennis Booster Club	07	Inver Grove Heights	08	Donation from Oct 2017 meat raffle	1,000.00
12/28/2017	4920	South St. Paul Educational Foundation	01	So. St. Paul	09	Donation	1,500.00

\$29,862.48

-5500

24,362.48

Not in IGH
directly benefiting
IGH residents