

INVER GROVE HEIGHTS CITY COUNCIL

AMENDED AGENDA

Monday, February 11, 2019

8150 BARBARA AVENUE

7:00 P.M.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATIONS**

A. Inver Glen Library Presentation, Peg Schmook, Branch Manager

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

A. i. Minutes of January 14, 2019 City Council Meeting Minutes

ii. Minutes of January 14, 2019 City Council Special Legislative Meeting Minutes

B. Resolution Approving Disbursements for Period Ending February 5, 2019

C. Approve Debt Management Policy

D. *Intentional Left Blank*

E. Approval of Rental License

F. Berean Baptist Church – Case No. 19-03CUP; Approve a Resolution to allow a 26,800 square foot church to operate at property located at 5300 South Robert Trail

G. Resolution Calling for Hearing on Proposed Assessment and Declaring Costs to be Assessed

H. Request Approval of Pay Application #3 for \$566,675.00 to Jorgenson Construction for Project 2014-10 Fire Station #2 New Construction

I. Approve Letter of Support for Local Road Improvement Program Funding Application

J. Receive Quotes and Accept Quote for Water Treatment Facility Lower Pipe Gallery Painting

K. Approve Custom Grading Agreement and Permanent Utility and Drainage Easement for 10371 Inver Grove Trail

L. Consider Resolution Seeking 2019 Municipal State Aid System (MSAS) Advancement of Funding for City Project No. 2016-08 – T.H. 3 Roundabout at 70th Street (SAP #178-020-027), City Project No. 2017-24 – T.H. 3 Improvements for 65th Street (SAP #178-010-011), and City Project No. 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail) (SAP #178-104-007)

M. Resolution Approving the Use of Eminent Domain to Acquire Temporary and Permanent Easement Rights from Private Property Owners as Required for City Project Nos. 2015-03 – 65th Roadway and Drainage Improvements (Between T.H.

3 and Argenta Trail) and City Project No. 2018-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase 4 of 2015-12) from Agate Trail to the future Argenta Trail Right-Of-Way (65th Street Watermain Improvements)

N. Approve Coal Tar Litigation Agreement

O. Personnel Action

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

6. **PUBLIC HEARING:**

A. Consider Application for Lawful Purpose Gambling Premises Permit with VFW Post 295 at Moose Lodge 1088, 5927 Concord Blvd E.

Amended B. Approval of Temporary Liquor License for St. Patrick's Church

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

A. Inver Grove Brewing Co.; Consider the following requests for property located at 9051 Buchanan Trail;

a) An Ordinance Amendment to the Arbor Pointe PUD Ordinance #789 to allow Brew Pub as a permitted use in the CSC District and to add the definition of Brew Pub in the zoning ordinance.

b) A PUD Plan Amendment to modify the site plan for the building additions

c) A Resolution relating to vacation of a portion of the drainage and Utility Easement on Lot 3, Block 1, Arbor Pointe 15th Addition.

POLICE DEPARTMENT:

B. Consider Second Reading of Ordinances Amending City Code 5-5-6, 5-5-12, and 5-9-2 Concerning Nuisance Noise, Creation of a New Chapter 14 to Title 4 Creating a Permit for a Large Assembly, And Creation of a New Chapter 15 to Title 4 Concerning Excessive Consumption of City Services

8. **MAYOR & COUNCIL COMMENTS:**

9. **EXECUTIVE SESSION:**

A. Pursuant to attorney-client privilege and pursuant to Minn. Stat. § 13D.05, Subd. 3(b) a closed Executive Session to discuss the lawsuit of City of Inver Grove Heights vs. GS Truck & Trailer Repair LLC and GS Transport Express LLC

Amended B. Pursuant to Minn. Stat. § 13D.05, Subd. 3(c), a Closed Session to Consider and Develop Offers and Counteroffers and to Review Confidential Non-Public Appraisal Data relating to the Possible Sale of Surplus Fire Station No. 2 Real Property

10. **ADJOURN:**

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



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LIBRARY

DAKOTA COUNTY
INVER GLEN LIBRARY

Inver Glen Library

8098 Blaine Ave., Inver Grove Heights
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Noon-8 pm
9 am-5 pm
Closed

Peg Schmook
Branch Manager



**DAKOTA
COUNTY
LIBRARY**

Our Vision

Dakota County Library acts as a catalyst, connector, and partner to empower residents to build a successful community.

Our Mission

Dakota County Library cultivates community, creativity and learning.

Our Values

We provide positive and welcoming experiences.

We act inclusively, valuing and respecting differences.

We are knowledgeable, engaged and culturally aware.

We value free and open access to information, community talent and technology.





DAKOTA
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The Library Today

SUMMER ★ DISCOVERY





DAKOTA
COUNTY
LIBRARY

Visitors

Items Borrowed

Online Access

Website Traffic



97,982 = 2+ times



DAKOTA
COUNTY
LIBRARY

Visitors

Items Borrowed

Online Access

Website Traffic



5 items per resident



DAKOTA
COUNTY
LIBRARY

Visitors

Items Borrowed

Online Access

Website Traffic



30,821 hours = 3+ yrs



DAKOTA
COUNTY
LIBRARY

Visitors

Items Borrowed

Online Access

Website Traffic

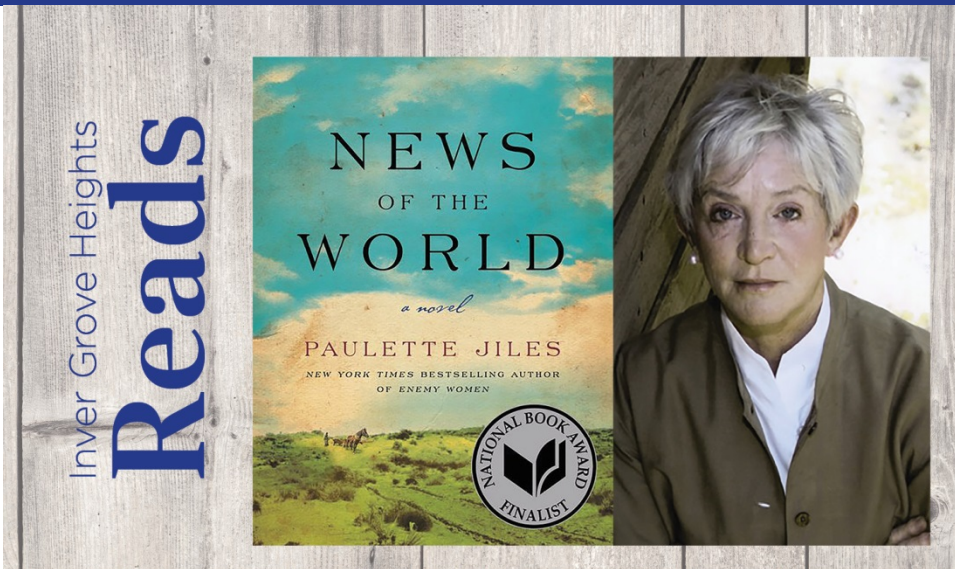
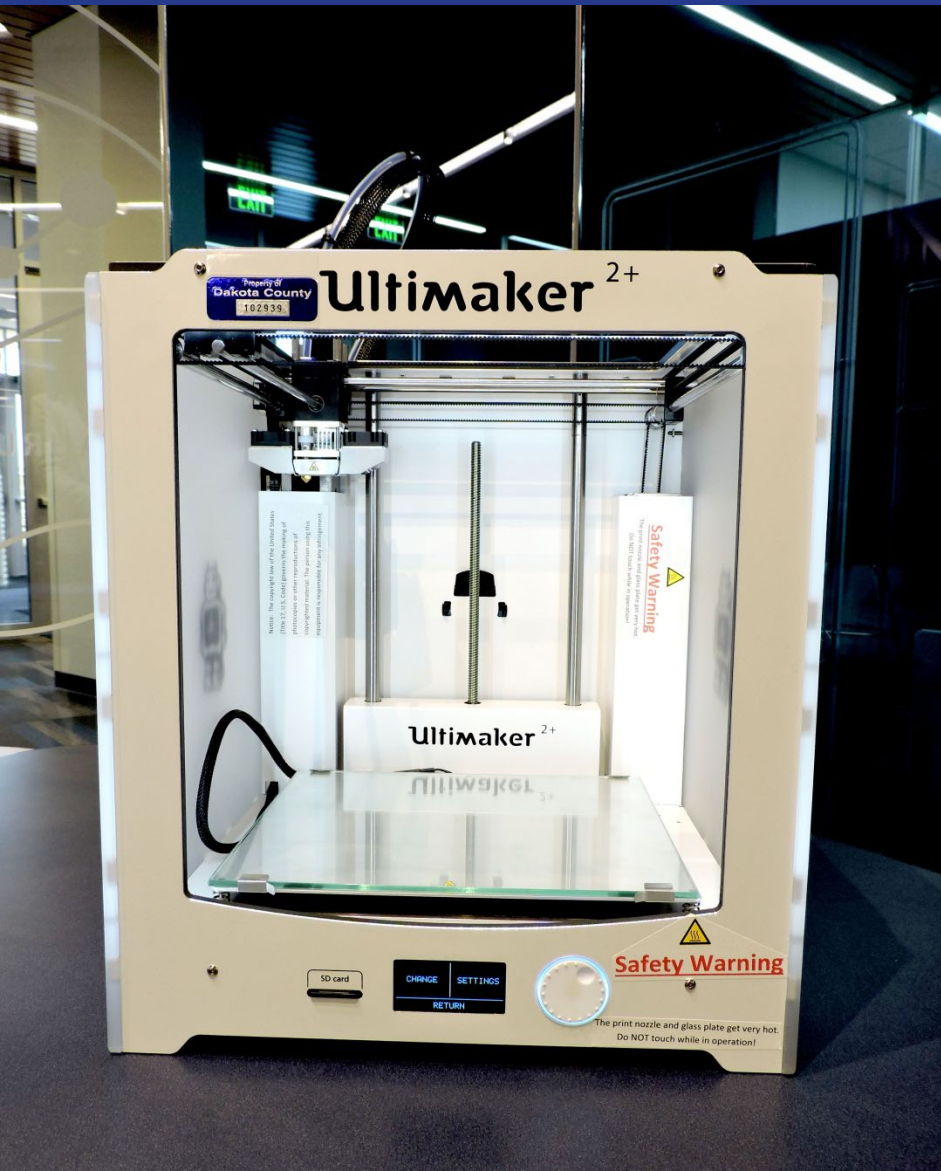


1,208,043 visits



DAKOTA
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The Library Tomorrow



Peg Schmook

651-554-6844

Peg.Schmook@co.dakota.mn.us

What can we do for you?



**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JANUARY 14, 2019 - 8150 BARBARA AVENUE**

1. CALL TO ORDER 2. ROLL CALL:

The City Council of Inver Grove Heights met in regular session on Monday, January 14, 2019, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m.

Present were: Councilmembers Piekarski Krech, Bartholomew, Perry, and Dietrich; City Administrator Lynch, City Attorney Kuntz, Public Works Director Thureen, City Engineer Kaldunski, Assistant City Engineer Dodge, Community Development Director Gundlach, Parks and Recreation Director Carlson, City Planner Hunting, and City Clerk Tesser.

3. PRESENTATIONS:

There were no presentations this evening.

4. CONSENT AGENDA:

- A. i. Minutes of December 3, 2018 City Council Work Session Minutes.
- ii. Minutes of December 10, 2018 City Council Meeting Minutes.
- B. **Resolution 19-01** Approving Disbursements for Period Ending January 8, 2019.
- C. Consider Approving 2019 Official Depositories.
- D. Consider Approving 2019 Acting Mayor.
- E. Consider Approving the Council Delegates to Dakota County Communications Center Board.
- F. Consider Approving Representatives to Northern Dakota County Cable Communications Commission (NDC4).
- G. Consider Approving 2019 Deputy Weed Inspector Brian Swoboda.
- H. Consider Approving 2019 City's Official Newspaper for Publication.
- I. **Resolution 19-02** Authorizing Electronic Fund Transfers for 2019.
- J. Consider Approval of O & M Supervisor Job Description.
- K. Consider Approval of Water Heater Replacement for the VMCC.
- L. Consider Pay Request #5 to Pember Companies Inc. for the Heritage Village Park Dog Park Improvements.
- M. Consider Approval of 2019 Sentence to Serve Contract.
- N. Accept Final 2018 Donations & Grants for Various Parks and Recreation Programs.
- O. Consider Approval of American with Disabilities Policies.
- P. Consider Joint Powers Agreement between Dakota and Rice Law Enforcement Agencies for the continued service of South Metro SWAT (F.K.A. Dakota County Mutual Aid Assistance Group (MAAG) team). **Resolution 19-03.**
- Q. Accept Final 2018 Donations to Police Department Programs.
- R. Accept Final 2018 Donations to Fire and Police Department.
- S. Adopt a **Resolution 19-04** Approving Additional Expenses Related to a Demolition Contract for 6639 Concord Ave.
- T. Adopt a **Resolution 19-05** Authorizing Submittal of an Application for 2019 Community Development Block Grant Funds.
- U. Request Approval of Pay Application #1 for \$611,800.00 and Pay Application #2 for \$737,675.00 to Jorgenson Construction for Project 2014-10 Fire Station #2 New Construction.
- V. Consider Change Order No. 6 and Pay Voucher No. 10 for City Project No. 201509D – 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.
- W. Consider Pay Voucher No. 1 for City Project No. 2018-13 – Public Works Maintenance Facility HVAC Improvements.
- X. Consider Pay Voucher No. 7 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail).

Y. Consider Change Order Nos. 1, 2 and 3 and Pay Voucher No. 5 for City Project Nos. 2017-03 – Watermain Improvements (65th Street Loop) and 2017-24 – T.H. 3 Intersection Improvements for 65th Street.

Z. Consider Pay Voucher No. 4 for City Project No. 2017-09E – 93rd Street and Abigail Court Area Reconstruction.

AA. Consider Pay Voucher No. 9 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.

BB. Consider Change Order No. 5 and Pay Voucher No. 6 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.

CC. Consider **Resolution 19-06** Accepting Additional Construction Engineering and Survey Services IPO No. 21E and 21F from Kimley-Horn & Associates, Inc. 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.

DD. Consider **Resolution 19-07** Accepting Proposal Amendment No. 4 from SRF Consulting Group, Inc. for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.

EE. Consider **Resolution 19-08** Accepting Proposal for Storm Water Review Services from Barr Engineering Co. for Industrial Equities Site 2 at Outlot C, Gene Worrells Church Acres.

FF. Consider **Resolution 19-09** Accepting Professional Services Proposal for Development Reviews from Bolton & Menk.

GG. Consider **Resolution 19-10** Accepting Professional Services Proposal for Development Reviews from Kimley-Horn & Associates, Inc.

HH. Approve Purchase of GPS Surveying Equipment.

II. Approve Purchase of Capital Equipment.

JJ. Approval of Rental Licenses.

KK. Approve Compensation Plan Adjustments and Collective Bargaining Agreement Terms for 2019 and 2020. **Resolution 19-11.**

LL. Personnel Action.

Mayor Tourville requested pulling Agenda Item 4X.

Councilmember Bartholomew requested pulling Agenda Item 4J.

Motion by Bartholomew second by Dietrich to approve the Consent Agenda with the exception of Agenda Items 4J and 4X.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Bartholomew stated that he pulled Agenda Item 4J Consider Approval of O & M Supervisor Job Description because they were going to change the job description as a working position. He commented that he did not feel the job description met that goal. He requested verbiage be added that states “assists as needed in field, or as required in field work”.

Parks and Recreation Director Eric Carlson asked the Council if he could work directly with Councilmember Bartholomew to make those job description modifications. He also stated that he could make the suggested changes.

Mayor Tourville directed Parks and Recreation Director Carlson to make those changes and get them the updated version. He stated that in previous discussions Council agreed that this position would be a working Supervisor and that they also added the additional buildings instead of it just being the VMCC.

Councilmember Bartholomew commented that they could vote on this item this evening and then take a look at the modified job description. If it is not what the Council wanted, they would make changes.

Parks and Recreation Director Carlson clarified what the Council requested, he stated he would make the necessary changes, and then the position would be posted.

Motion by Bartholomew second by Piekarski Krech to approve Agenda Item 4J to Consider Approval of O & M Supervisor Job Description with the changes as requested.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated that the next item up for discussion would be Agenda Item 4X to Consider Pay Voucher No. 7 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail).

Kelly Kayser, 1953 59th Court East, commented that she just found out this would be on the Agenda. She stated that in the request for Council action, it says based on complaints. She commented that she didn't believe it was a true representation. The neighborhood put together a list of concerns and sent them to Mr. Dodge and he responded promptly. She commented that the neighborhood is grateful for the new pavement, but felt the street isn't functioning as well as it did before. They have drainage issues, huge cracks, and pavement heaving at the curbs. She commented that the neighborhood is concerned that they will have the same issues they had before they got the new street.

She stated that she spoke with Mr. Dodge about a neighbor's concern on ice forming at the bottom of their driveway that is outside of the parameters of the proposal. She wanted to ensure the neighbor that his concern will be addressed. She commented that the road is due for a routine crack seal and wanted to make sure this project won't interfere with any maintenance.

She stated that she was before the City Council in December and questioned when the policy regarding no parking signs on cul de sacs took effect. She commented that Mr. Thureen was supposed to get back to her but they haven't connect. She requested more information about the possibility of the city placing no parking signs in their cul-de-sac.

Public Works Director Scott Thureen stated that Assistant City Engineer Steve Dodge mentioned the ice issue to him. He stated that public safety drives the parking policy. He commented that there was not a formal policy adoption when it was under discussion.

Ms. Kayser referenced the minutes from November 6, 2017 and commented that it states that Mayor Tourville suggested they put something in writing regarding the parking in cul-de-sacs. She has not found that information. She stated that if the Council is interested, she has copies of the correspondence she sent to staff. She commented that she appreciated the work the Council and Staff do and will wait to hear back.

Councilmember Dietrich asked Ms. Kayser for a copy of the correspondence. Correspondence was left with the City Clerk.

Mayor Tourville asked if they needed more information and if the concerns will affect the pay voucher.

Public Works Director Thureen responded that action can still be taken on this item. It will address the drainage concern and the driveway they were made aware of.

Ms. Kayser stated that the concern with the driveway was that there may be a crown issue too. She asked how that would be affected if this was approved tonight.

Assistant City Engineer Steve Dodge stated that since last May they have been in negotiations with the Contractor to address some performance issues that have come up. This pay voucher is moving forward based off those negotiations with the Contractor. He stated that two items have been addressed and agreed upon by the Contractor. One of those items is to do a mill and overlay to get the crown back into the road so drainage goes to the curb line. He commented that the driveway is near the area they are talking about, but that the mill and overlay repair is not going that far back. They hope to continue to extend the mill and overlay a little further to address any situation they see. He stated that before they do any work in the spring/summer they will re-evaluate the area. If there is an issue it will be addressed.

Councilmember Dietrich asked if the residents have access to the documentation so they can understand what is being done.

Assistant City Engineer Dodge responded that information would continue to be shared with the neighborhood.

Motion by Bartholomew second by Perry to approve Agenda Item 4X to Consider Pay Voucher No. 7 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail) with the understanding to be cognizant of the concerns of the residents.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

There were no public comments.

6. PUBLIC HEARING:

A. Public Hearing to Consider Resolution Ordering Project, Accepting Addendum No. 1 to the Feasibility Report, Approving Plans and Specifications, and Authorizing Advertisement for Bids for the 2019 Pavement Management Program, City Project No. 2018-09F – 55th Street Court/55th Street Reconstruction. Resolution 19-12.

City Engineer Tom Kaldunski stated that this is a Public Hearing for the streets on 55th Street and 55th Court. He displayed a map of the area and stated that 55th Street was built in 1975 and served a useful life. 55th Court was built in 1980. This project began with a neighborhood Petition that came forward in September 2018. He stated that the City Council approved that in December leading to the Public Hearing this evening. He stated that the area gets access off of Babcock Trail, and is accessed by the Lake Cove neighborhood. There is storm sewer that collects stormwater and drains it to the lake, but there is no pre-treatment. He stated that they will be adding stormwater treatment to the project. There is a clay sewer that they are televising to see if something needs to be done with it and a watermain that they are unsure of what material it is made of, so they will be verifying that. He stated that 55th Street Court has a 36-foot wide width and has some storm sewer that is in poor condition and needs work. He commented that they will be discussing stormwater treatment facilities to help improve Schmidt Lake.

He listed a few findings from the feasibility study stating that AET has found that there are poor subgrade soils. There is an Amendment that modifies the feasibility study with new information. He stated that there are four recommendations and that they should not consider the mill and overlay option with these

sewers. He commented that there have been numerous meetings with residents and some concerns mentioned is the traffic coming in and out of Lake Cove and parking along the road. Residents have been told if they want to see changes in parking, they should submit their request. He commented that he has not received anything. He stated that there is a sidewalk being proposed on the north side that people would use to walk to the gas station. He displayed a proposed conditions map showing the sidewalk and stated that it would connect to the trails that are planned on Babcock Trail and other trails over by CHS. He stated that the gas station has some environmental potential contamination that was discovered in soil borings which adds to the project cost. He listed some of the utility work, such as adjusting castings, watermains, and replacing hydrants and stated that the mains will remain in place. He stated that they are adding a stormwater hydrodynamic separator to clean the stormwater discharge from this project. He noted that he received an email that objects, which needs to be accepted into the record, and that another resident expressed concern about the project cost and some trees.

Motion by Piekarski Krech second by Perry to accept the email.

Ayes: 5

Nays: 0 Motion carried.

City Engineer Kaldunski stated that he recommends full reconstruction which is consistent with the pavement management program. The assessments are consistently, and a life cycle analysis has been done which shows costs spread out over time. An assessment benefit analysis was also done which gave a recommendation of caps. He stated that residents asked for information about how the assessments may look. The full reconstruction would be reduced because of the benefit cap analysis that was done. Pavement replacement is about a \$400.00 difference.

He listed the following project schedule:

- Authorize bidding from the City Council: January 14, 2019
- Advertisement for Bids: near February 24, 2019
- Bid opening: March 28, 2019
- Receive bids and set assessment Hearing: April 8, 2019
- Assessment Hearing Open House: May 3, 2019
- Assessment Hearing and Award Project: May 13, 2019
- Begin construction: June 2019
- End construction: September 2019

Councilmember Piekarski Krech asked how this project came up.

City Engineer Kaldunski responded that it came up as a result of a neighborhood Petition. It was then put on the schedule.

Motion by Bartholomew second by Perry to close the Public Hearing at 7:35PM

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated that per policy, the residential assessments could have been roughly over \$10,000. With the proposed project and assessment, it is at \$6,562.00. They go to bid during the winter months to try to get better quotes.

City Attorney Tim Kuntz asked City Engineer Kaldunski to speak about the sidewalks in the area and if they are taking bids for them. He stated that he brought it up because if the easement for the sidewalk are not obtained, it may be that the sidewalk gets pulled from the project to keep with the construction schedule.

City Engineer Kaldunski responded that the plan includes a sidewalk. There is a question about what they have in the area for easements. He displayed a map and referenced a one-acre parcel along the north side of the road, stating that it was the original farmstead. They need to check if there was a dedicated road right of way or if they have to secure an easement for the sidewalk. He stated that they would have that in the bid document, and have an alternative bid to clarify the Title. He commented that it will be a part of the same project, bid at the same time, but listed as an alternative bid so they can choose.

He responded to the City Attorney's comment about construction and agreed that the sidewalk could be taken out of the project. He stated that the Resolution allows the City Engineer and the City Attorney to stop negotiations for the easement if they have to.

Councilmember Piekarski Krech asked if the residents were in favor of this.

Tim Buss, 1935 55th Street, stated that he owns 80 feet of what will be that sidewalk. He asked who would be responsible for cleaning it. He commented that the sidewalk would be great.

Mayor Tourville responded that it is a part of the City sidewalk system. The City cleans the sidewalks.

City Engineer Kaldunski stated that it is Staff's recommendation to consider adopting the Resolution for full reconstruction, ordering the Hearing, approving the plans, authorizing the negotiations, and authorizing to get the ads.

Councilmember Dietrich stated that she had received a more in-depth email from Nichole than what was submitted today. There was concern about the price of the assessment. She also stated that Nichole thought the project came about due to another resident, and has not heard anything further from that resident.

City Engineer Kaldunski commented that the City does annual pavement reviews. This one has had a rating stating that it needed attention.

Mayor Tourville commented that he hears from people that say that roads should be done that include businesses. That is not how the street program works. He stated that there is a program that deals with streets that have businesses and one that deals with streets that have residents.

Councilmember Bartholomew commented that this does affect businesses. It makes a difference to the City to have streets that work to help businesses whether they are in commercial or residential areas. It also helps with the City Bond rating.

Motion by Bartholomew second by Dietrich to approve the Resolution 19-12 as stated with Full Reconstruction for a Public Hearing to Consider Resolution Ordering Project, Accepting Addendum No. 1 to the Feasibility Report, Approving Plans and Specifications, and Authorizing Advertisement for Bids for the 2019 Pavement Management Program, City Project No. 2018-09F – 55th Street Court/55th Street Reconstruction.

Ayes: 5

Nays: 0 Motion carried.

B. Public Hearing to Consider Resolution Ordering Project, Accepting Addendum No. 1 to the Feasibility Report, Approving Plans and Specifications, and Authorizing Advertisement for Bids for the 2019 Pavement Management Program, City Project No. 2018-09D – Atwater Path Reconstruction. Resolution 19-13.

Assistant City Engineer Dodge stated that they have received a resident's comment. The comment was from Mr. Sullivan, 1725 Atwater Path, supporting the pavement replacement project and preferring something be done.

Motion by Piekarski Krech second by Perry to receive the email.

Ayes: 5

Nays: 0 Motion carried.

Assistant City Engineer Dodge stated that is for City Project 2018-09D Atwater Path Reconstruction Public Improvement Hearing, consider ordering the project, consider Addendum No. 1, approving the plans and specifications, and authorizing the project for bids. He stated that Atwater is near Mendota Road and Babcock Trail, it accesses Babcock Trail, and includes single family residential with the Golf Course/Country Club located in the area.

He presented the following project history:

- The project was built in 1979
- An initial Petition was received in May 2018
- Council authorized a feasibility study in May 2018
- Council accepted feasibility and scheduled an improvement hearing in December 2018
- Council received a second Petition from 17 residents requesting resurface pavement project, saving the curb, and deleting street lights, in December 2018

He listed existing conditions stating that sewer and water are in good condition, the storm sewer is in good condition with the exception of some of the shallow storm sewer which could need repair, and the access to the lake area is also a concern they have. The project has a 36-foot street with no other issues other than the pavement.

He listed feasibility findings stating that the AET did a general report and they recommend a full street reconstruction due to surface distresses and poor subgrade. The second Petition was received. He stated that four different pavement recommendations were received one of which was for mill and overlay, which is not recommended. It is recommended to improve the golf course pond area to reduce risks associated with the retaining wall. He stated that they recommend keeping the current street width. Based on the second Petition, pavement alternatives were analyzed and Engineering recommends the street design per the pavement management plan. He stated that comments received from residents were for concerns for trees, active sump pumps, and drainage issues. All can be resolved with a street reconstruction project.

He stated that the sanitary sewer and water main are in good shape. New fire hydrants will be needed throughout the project due to age and lack of parts. He commented that the storm sewer does not have any water quality stormwater treatment so they would introduce a hydrodynamic separator which would help with water quality. He stated that slope repair should remain, and that a retaining wall in the area is in poor shape. A repair would be made to turn it back to a slope and look at the outfall. He stated that pavement replacement or a full reconstruction remain out of the four options.

Councilmember Piekarski Krech asked if pavement replacement would take care of the stormwater issues. She questioned where all the storm drains in the area run to and the sump pump issue.

Assistant City Engineer Dodge responded that the costs include repairing the shallow storm sewer. They would keep the slope repair into the project. He responded that the storm drains run to a low point and then all go down through an easement, and that at the bottom of the easement there is a lake. He responded about sump pumps stating that the addresses may not be lakeside, but with a full reconstruction project they put drain tile on each side of the road along with a hook up for sump pumps

underground that goes into the storm sewer system. He commented that this is a voluntary program where a sump pump basket is placed behind the curb at the property line and they can connect to it if they want, but they need to go through the Building Permit process to do a reconfiguration to make the connection. Sump pumps cannot be drained directly into the street.

He stated that it would be a \$13,400 assessment for full reconstruction and \$8,172 for pavement replacement. There is a 50-year life cycle for a full reconstruction, and a 20-year life cycle for pavement replacement. Both come with 10-year assessment terms. He stated that the average cost every six months would be \$844 for a full reconstruction and \$514 for pavement replacement. He stated that for special assessments with slope repair and the cap, final assessment would be \$14,700 and pavement replacement is \$10,500.

He stated that the project schedule follows along with the 55th Street project:

- Improvement Hearing, Order Project, Approve Plans and Specifications, Authorize Bidding: January 14, 2019
- Advertisement for Bids: near February 24, 2019
- Bid Opening: March 28, 2019
- Receive Bids and Set Assessment Hearing: April 8, 2019
- Assessment Hearing Open House: May 2, 2019
- Assessment Hearing and Award Project: May 13, 2019
- Begin Construction: June 2019
- End Construction: September 2019

Loel Lowary, 1680 Atwater Path, asked if they would repair the storm sewer that goes to Stark Lake.

Assistant City Engineer Dodge responded that Staff's recommendation is to include the repair down to Stark Lake as a part of the project. It includes a water quality device and the shallow storm system.

Mr. Lowary asked if assessments were negotiable. He commented that ten years ago the street was in bad repair and he requested it be fixed. It's worse now and has more patching than it did then. He stated that they requested a new street and did not want the whole thing done. 11 of 23 people that signed the Petition wanted a new street. 17 did not want the street. He stated that all they want is a new street with new blacktop. He didn't see a need for new fire hydrants. He stated that he has one of the homes that is affected by the sewer that goes down to the lake. There is a retaining wall that was put in that is not level, has rotted, and should be addressed. He commented that there should be a catch basin up on top to catch the sand. He stated that they just wanted a new street with blacktop. They didn't want all the other items. He commented that he would like someone to be involved in the selection process of people who do the work and would like to see the bids.

Mayor Tourville responded that assessments are looked at by the City Council and are done after the bids are completed. They can be negotiated. He responded about seeing the bids and stated that by State Law they have to take the lowest bid. He stated that subsoil is more important than the asphalt or the concrete on top.

Iraj Fard, 1620 Atwater Path, stated that the project that is being recommended doesn't match. He stated that the neighbors are here to help. He commented that taxes are raised every year. He stated that most of the neighbors do not want anything done and would like it kept as it is. He commented that five and ten years from now they may have to do sewer projects, then there would be more assessments. He commented that the project that brought Home Depot to Inver Grove has very bright lights and should not have been done the way they did it. He asked the Mayor to come and look at it.

Mayor Tourville responded that the sewer and water would not fail in five years.

Assistant City Engineer Dodge responded that the sewer and water are around half life at this point. There are other ways to extend the life of those. He commented that there are no concerns with the sewer and that the water main has a very long life to it. Because the water is chlorinated in the City, it keeps the water from a corrosive nature and prolongs the longevity of the main. He stated that if there were an issue, there are other ways through technology to make repairs. Systems are built to be 80 to 100 years before they reach their end of use. This has a much longer life, and repairs such as slip lining could extend the life even further.

Mayor Tourville referenced the comment about the lighting at Home Depot and stated that they have guidelines for that. He stated that is a different issue that could be discussed at another time.

Mark Hennen, 1613 Atwater Path, commented that Mr. Dodge had said that they would do the end of the driveway. He has a concrete driveway and would need to get the top of the driveway replaced too as it would look bad to have the bottom done and not the top. He stated that he would also have to re-do the irrigation system. He commented that personally it would cost him \$9,000 to do those things for a total of over \$20,000. He stated that the street just needs repair, not torn up top to bottom.

Mayor Tourville asked why he would have to do the irrigation system over again with an existing driveway.

Mr. Hennen responded that they would be putting in a concrete curb and tearing out the existing.

Assistant City Engineer Dodge responded that if a full reconstruction was done, the policy is that unpermitted obstructions in the right of way, irrigations, dog fencing, and landscaping, would be the homeowner's responsibility. Any driveway disturbed during construction would be repaired. There is a driveway program that allows a small credit for the area disturbed and is credited back to the assessment.

Mr. Fard stated that 19 people rejected the project, he being one of them. He requested that the Council let the neighborhood know exactly what is going on before confirmation.

Mayor Tourville responded that with Petitions, if a major percentage says they don't want it that way, the City will not do it.

Motion by Bartholomew second by Perry to close the Public Hearing at 8:29PM.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Piekarski Krech stated that she would not force people to get a street if they don't want it.

Mayor Tourville commented that Staff suggested one way and the neighborhood would like another. Gravel and sand are more important than the asphalt or concrete on top. He asked Assistant City Engineer Dodge if they could look at other options.

Assistant City Engineer Dodge responded that bituminous pavement is a flexible pavement and is only as good as what supports it. With reconstructions in bad subgrades, they look to verify conditions. He stated that all three Engineers understand life cycle cost effectiveness for the City, with residents paying 30% of the assessments, and the general tax base paying 70%. Resolving both sides of this is the Council's decision. He stated that it is not uncommon with a project like this, that the pavement fails earlier due to the subgrade conditions. There is a life cycle analysis overview, and with a full reconstruction, construction costs are known. He stated that with other options such as a partial reconstruction or pavement replacement, the risks increase based on the subgrade conditions. When the pavement is taken off, it is unclear how the subgrade and gravel will react.

Mayor Tourville commented that they did core samples. He stated that if they recommend a full reconstruction, they are wasting their time as the neighborhood doesn't want it and do not want to pay for it. He suggested taking a look at asphalt replacement. He commented that some other neighborhoods have found underground springs and water issues with that option, not that this is the case with the Atwater neighborhood. He stated that he would not vote for a full reconstruction and is looking for an alternative that the neighborhood would agree with.

Assistant City Engineer Dodge stated that a partial reconstruction was not cost effective, but pavement replacement was another option. Mill and overlay are not recommended. He commented that he would work with residents. He stated that there is an easement they could work in, the retaining wall would come out, and an engineered slope would be reinforced. They would look at the storm sewer to prevent future blowouts and erosion issues. He stated that they could do the pavement replacement if they would like and that it would be an assessment of approximately \$10,400.

Councilmember Bartholomew stated that since the neighborhood didn't want the complete reconstruction, they could get bids for pavement replacement and if it is not compatible, they would not have a project.

Mr. Fard commented that he wasn't against the right job.

Mayor Tourville commented that they could get pricing for replacing the asphalt. If the pricing is terrible, they could have the neighborhood back in.

Councilmember Dietrich stated that it also comes down to the quality of workmanship with asphalt.

Mayor Tourville suggested they still plan to replace the fire hydrants.

Motion by Bartholomew second by Perry to approve Public Hearing to Consider Resolution 19-13 Ordering Project, Accepting Addendum No. 1 to the Feasibility Report, Approving Plans and Specifications, and Authorizing Advertisement for Bids for the 2019 Pavement Management Program, City Project No. 2018-09D – Atwater Path Reconstruction. This includes pavement replacement, slope repair, and fire hydrants.

Ayes: 5

Nays: 0 Motion carried.

C. Public Hearing to Consider Resolution Ordering Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for City Project No. 2015-03 (65th Street Roadway and Drainage Improvements) and City Project No. 2018-03 (65th Street Trunk Watermain Improvements). Resolution 19-14 Roadway/Drainage. Resolution 19-15 Trunk Watermain.

Public Works Director Scott Thureen stated that the original feasibility study for this project was authorized in May 2015. That study was brought before the Council in April 2017. He stated that the assessment was high for the project and direction by Council was to look at ways to reduce it.

He stated that this is construction of 65th Street from Trunk Highway 3 going west, to the east right of way line of future Argenta Trail. He commented that we have the last segment of trunk watermain to complete the first loop for the northwest area, City Project 2018-03. He stated that 65th Street is proposed to be a Community collector street which is the highest-level street to take heavier loads and carry higher volumes of traffic. A three-lane design is proposed with a potential wide trail on one side. This is proposed to be on the Municipal State Aid System, and designed to Municipal State Aid standards to be eligible for that funding source. He stated that the Council authorized moving forward with a detailed design for work to be done on Trunk Highway 3 for the connection to 65th Street at the April meeting. This includes the segment of the trunk watermain that was constructed. He stated that projects 2017-24 and 2017-03 were completed, and that this spring a few items for the project will be wrapped up.

He referenced a map of the location and stated that they are looking at a segment of 65th and the watermain this evening. They are advancing 65th Street because it is intended to serve as the only permanent full access to Blackstone Ridge (now known as Settler's Ridge) and Windwood 2nd Addition. He stated that there is currently a temporary connection out to 70th Street, which is a County Road. There are conditions that state when Argenta Trail is constructed north of 70th Street, the temporary connection to 70th goes away. 65th Street would provide full access to those neighborhoods. He commented that when the County builds Argenta Trail beginning in 2021 it would be a full movement intersection.

He commented that the benefit of splitting the project up helped cover most of the cost. He stated that the project being presented this evening, the trunk watermain project is estimated to cost \$312,000 and proposed to be funded from the Northwest Area Water Fund. The road project would cost an estimated \$2,748,000. Proposed funding sources have a majority coming from Municipal State Aid Funds at approximately \$1,537,000. He stated that we were approved for the full advance under Municipal State Aid Funds. The Board will be considering another Award within the next few weeks. He stated that they allow us to request an advance of either \$4 million dollars or up to three years of the annual allocation, whichever is less. He commented that is where we are at with what is available with Municipal State Aid Funds and then we are tapped out of those funds until about 2022 and the advance will need to be repaid. They would be using the Northwest Area (NWA) Storm Water Fund, the NWA Water Fund, and Special Assessments for \$960,000.

He displayed a map of the properties proposed to be assessed for the project and stated that we are looking at an equivalent single-family residential parcel assessment. There are 79 approved lots in the Blackstone Ridge subdivision. With the development contract for the subdivision, the developer prepaid \$150,000 toward the construction of 65th Street. That contract also stated that they were concerned about being assessed if it were anything less than the full collector street. He stated that there is language in there that states that the City can assess for additional costs if they build it as a Community collector initially. He stated that there are an additional 44 lots to the east. As a part of the development contract there was a waiver of assessment appeal recorded that allows assessment for the construction of 65th Street for up to \$5,273 per lot. He stated that there is an 18-acre parcel with one home with access off of Trunk Highway 3. If they developed a portion of that lot, the other lots could reach future 67th to the South. He stated that for the north side they came up with a number of single family lots per gross acre. They applied that figure to a larger parcel to get a gross area to work with. This equals a total of 231 lots with a total of \$4,164.00. For the 79 lots in the Blackstone Ridge plat, and the prepayment by the developer, that reduces those assessments to \$2,270.00.

Public Works Director Thureen stated that they had an information meeting last week with representatives from five of the homes in Blackstone Ridge. They spoke about the history of the project, the scope, cost, special assessment process, proposed schedule, upcoming projects in the area, and where things are at today. He stated that there were questions about design details, concern about access changes, what happens when construction occurs, concern about lots backing up to 65th Street, having grading and screening there, and talk about assessments.

He listed the following proposed schedule if approved:

- Public Improvement Hearing: January 14, 2019
- Order Improvements/Authorize and Approve Final Plans and Specs/Authorize Ad for Bid: January 14, 2019
- Bid Opening: February 11, 2019
- City Council Receives Bids/Orders Assessment Hearing: February 11, 2019
- Neighborhood Informational Meeting: February 20, 2019
- Assessment Hearing/Award Project: February 25, 2019
- Estimated to Begin Construction: May or July 2019
- Estimated Substantial Completion: September or November 2019

He stated that Staff's recommendation is to approve the two Resolutions. Both would order the projects, approve the plans and specifications, and authorize advertisements for bid.

Mayor Tourville commented that for the roundabout, Robert Street would be closing from Upper 55th Street to 70th Street beginning with the construction season and throughout the summer.

City Attorney Kuntz asked about future 67th Street and if it would be treated as a neighborhood roadway.

Public Works Director Thureen responded that it would be treated as a neighborhood roadway. He stated that Blackstone Ridge provided a partial prepayment for 67th that runs adjacent to that property.

Chris Staples, 6503 Arctic Court, also has a business at 2906 Upper 55th Street for the last five years. He stated that 65th affects about 1300 linear feet of the north side of the neighborhood. He displayed photos of the area. He stated that they were concerned about safety with the road having nothing in between the curb and the backyards. He commented that grading and elevation are proposed to be flat and the straight road design allows for increased speeds. The lack of trees/natural barrier is inconsistent with the rest of the City with hundreds being removed and not replaced. Due to that, there would be no barrier for noise and light. He stated that the existing permanent 30-foot drainage easement and Homeowners Associations Bylaws make privacy solutions challenging. He commented that the developer usually covers the cost of the assessment, but due to the temporary road, houses were built and now the assessment is for the homeowners and the developer.

He suggested installing Black Hills Spruce every 15 to 20 linear feet, a total of about 80 – 90 trees, offset at 1,300-foot stretch from Arctic Court to Agate Trail along the southern section of right of way. To use existing earth from the road project to create a contoured two to three-foot berm for blocking from the road. He commented that they could utilize the mulch from tree removal to finish around the trees to reduce hydroseeding/grass maintenance. The trees would be low maintenance and provide a barrier that is safer for residents. It would maintain the aesthetic that defines the City and attract additional homebuyers to the area. He stated that there is some tree coverage budgeted in the proposal and that doing this would cause a slight increase over what was allocated.

Mayor Tourville asked if we had tree replacement on the property.

Public Works Director Thureen responded that they did. The temporary easement would tie into the existing grades, which is what the allocation is for. He responded to Mr. Staples comments and stated that trees in the public right of way mean that they are the City's responsibility to maintain. He commented that the trees suggested are native, but that salt damage along the roadway is always a concern. He stated that he did speak to Mr. Staples this afternoon and they are talking about doing additional grading to get some berm along there. There may be flexibility with drainage and utilities. He stated that they could discuss planting some trees on private property and that this is a work in progress and something they could look at.

Mayor Tourville suggested that Public Works Director Thureen work with the neighborhood and see what can be worked out with a berm, trees, and the distance.

Public Works Director Thureen stated that Blaine is the best example of residential developments that back up to a street that is straight and posted for 35 miles per hour.

Mr. Staples offered paper copies of his presentation to the Council and handed them to City Clerk Tesser.

Chris Enstrom, 6506 Arctic Court, commented that he moved here from Eagan. He stated that the demographic in the neighborhood has many with children aged two and under. Safety is an issue. There are 14 lots that back up to that road. He stated that if someone comes into that area to buy or build a

home and there is no impediment there, that could be a deterrent. He commented that the faster those homes sell, the faster the revenue comes to the City.

Councilmember Perry asked about the HOA policy for fencing.

Mr. Enstrom responded that it is for privacy fencing and the requirement is a half inch rail with a six-inch gap between them.

Councilmember Perry stated that she has been on an HOA Board. With the road being like it is, going to the Board with concerns could be beneficial and could provide some flexibility with those rules.

Dustin Delmonico, 6507 Arctic Court, stated that it would cost him approximately \$30,000 to install fencing. He commented that trees and a berm would be more cost effective.

Motion by Piekarski Krech second by Perry to close the Public Hearing at 9:32PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Perry to approve Public Hearing to Consider Resolution Ordering Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for City Project No. 2015-03 Resolution 19-14 (65th Street Roadway and Drainage Improvements) and City Project No. 2018-03 Resolution 19-15 (65th Street Trunk Watermain Improvements).

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. A. SHAWN BRIGGS; Consider the following resolutions for property located at 9725 South Robert Trail:

a) a Resolution relating to a Conditional Use Permit for mini-storage with outdoor storage. Resolution 19-16.

b) a Resolution relating to a Variance from fence height and landscape standards. Resolution 19-17 Fence. Resolution 19-18 Landscaping.

City Planner Allan Hunting stated that this Application is for a proposed mini storage, to remodel the existing building with climate-controlled storage, and add seven additional new cold storage buildings. They would also construct an office building. He stated that there would be two security gates and the storage area would have fencing. Two Variances are being requested. One is for an eight-foot fence where seven feet is the maximum allowed, and a reduction in landscaping due to the existing landscaping on site. He stated that they are also proposing, along the north and west boundary, open storage for trailers, boats, and campers. He stated that at the Planning Commission meeting, most of the discussion focused on the screening. The Applicant is proposing to do an eight-foot solid wood fence along the west side and part of the north with it changing to chain link. There was discussion to extend the solid fencing to chain link with slats through it. He stated that the Planning Commission and Staff recommend approval of the project as proposed with the additional condition of the screened fencing.

Mayor Tourville asked why they were having chain link with slats and if it would look nicer to continue with the wood fencing.

Kathy Anderson, President of Architectural Consortium, stated that she is here with Brian Briggs and Shawn Briggs who are the developer and business owners for the self-storage, as well as Steve Johnston,

Civil Engineer with Elan Civil Engineering. She stated that this would be the perfect re-use of the property and is the lowest impact use as far as traffic and noise. She described some of the buildings on the property and stated that they would maintain the existing road.

Councilmember Piekarski Krech asked if they had everything figured out with MnDOT.

Steve Johnston, Civil Engineer, Elan Civil Engineering, responded that they have had discussions with MnDOT. He stated that MnDOT has requested a right turn lane going into the site, and that they are currently in discussions as to whether or not they could use the existing shoulder or if there would need to be an expansion done. He stated that they are waiting on geo technical work to figure out what the existing pavement section is within that shoulder and if that is adequate, they would restripe the area.

Brian Briggs, owner, stated that he and his son are happy to be here with the potential development of an area that has been problematic in the past. He commented that he has met with neighbors and spoke about their concerns for the area. He stated that he wants this to become a secure, beautiful, and productive site for this Community.

Mayor Tourville asked about the chain link slats versus wood, and if there was a big difference in cost.

Mr. Briggs responded yes to cost. He stated that they are requesting a taller fence to provide screening for the neighborhood and that the neighborhood agreed with the concept.

Motion by Bartholomew second by Piekarski Krech to approve to Consider the following Resolution for property located at 9725 South Robert Trail: a) A Resolution 19-16 relating to a Conditional Use Permit for mini-storage with outdoor storage.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Perry to approve to Consider the following Resolutions for property located at 9725 South Robert Trail: b) A Resolution relating to Variances from fence height Resolution 19-17 and landscape standards Resolution 19-18.

Ayes: 5

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Consider a Resolution relating to a Preliminary Plat and Final Plat for the plat of McGroarty Park 1st Addition. Property located on west side of Blaine Avenue, south of Upper 55th Street. Resolution 19-19.

City Planner Hunting stated that this was before the City Council in August and tabled for further information. Staff presented that information to Council at the Work Session on January 7th. He stated that the proposal is to subdivide a parcel, City-owned piece, to create a three-lot subdivision. They would create two platted lots, one Outlot for future development and establish the right of way for a future Blackshire Court coming in. He stated that if approved, the plan would be for the City to sell Lot 1 to AmericInn to construct a parking lot for their Park and Ride that is currently located at the Theatre. There is potential for a convention center in the future. He stated that from Staff's perspective, the subdivision meets all the standard requirements, lot size, easements, and access. The Planning Commission recommends denial and felt that the land should continue to be looked at as a whole for unified development.

Brett Rose, 5861 Blaine Avenue, representing AmericInn, stated that he is here to answer questions.

Councilmember Piekarski Krech asked about how much land they would be proposing to expand to for the convention center.

Mr. Rose responded that they would only be utilizing the 2.5-acre parcel. Parking would be in the same location.

Councilmember Dietrich stated that there has been talk about a convention center, but nothing in writing. She asked Mr. Rose if he would be willing to put something in writing in the Purchase Agreement.

Mr. Rose responded that they do not have anything in writing yet. The process that he is here for this evening is as far as they have progressed. He agreed to put something in writing.

City Attorney Kuntz asked what the wording would be and if they would be committing to build a convention center.

Mr. Rose responded that they are looking into it and did not know what the timeframe would be. He commented that he was here to get the parcel split first. Once approved, they could discuss further.

Cynthia Smith, 5986 Blaine Avenue, stated that when they purchased their land it was residential and there could be an office park across the street. She commented that this isn't just a parking lot, it's rezoning the area. If the convention center doesn't make it, it's zoned for a different purpose than when the neighborhood purchased their land. She stated that this area is listed as being residential and business park in the 2030 and 2040 Plan. She commented that they want their investment to be honored by the City and to not break that area into pieces and respect the nature across the street. She stated that the Planning Commission listened to their concerns and have denied this. She asked the Council to do the same and use it for what it is originally intended. She stated that the Council didn't know who owned it, and that MnDOT did.

Mayor Tourville responded that the City Council never said that MnDOT owned the property.

Ken C., 881 Ohio Street, West St. Paul, stated that he works with AmericInn and also works with Applebee's. He commented that one of the problems they have during the Holiday's is that it is multi-use parking. He stated that they are asking for additional parking alongside their building and would maintain and supervise the area.

Councilmember Piekarski Krech asked if the subdivision happens, if the only part that is being rezoned is the 2.5 acres that AmericInn is interested in.

City Planner Hunting responded that would be the next step. If this was sold and purchased, this is the piece that the Applicant would have to apply for a Comprehensive Plan Amendment, rezoning, and site plan approval. He stated that the only request in front of the City Council this evening is a sub division plat. There would be no other changes with this action that would affect the Comprehensive Plan or the zoning of the property.

City Attorney Kuntz asked what the other lot becomes for zoning. He asked what Lot 2 is zoned as today and if it meets the office park requirement.

City Planner Hunting responded that Lot 2 Block 1 would remain as currently guided zoning. It would be City owned property that council could decide what to do with. He stated that Lot 2 is zoned office park and meets the office park requirement and that it has been looked at for commercial. It has been sized to meet the current zoning.

Mayor Tourville commented, that if AmericInn wasn't already there and if they were to come to the City for Block 1 and wanted it to be added for future expansion, this would be voted on simply. He stated that we

were never in question as to what the City owned. This item was tabled to take a look at ownership and that was done. He stated that MnDOT is taking a look at all pieces of their property again to see if they should be sold, used, or developed.

Councilmember Bartholomew commented that he has the same position as the Mayor. He stated that Lot 1 is shielded from view, on the berm, and that any development that would happen would have to be split, and a retaining wall would have to be set in there. He stated that he is comfortable selling the portion that the Applicant is requesting. It would help existing business and is shielded from the site lines of residents across the street. He stated that Lot 2 remains the same zoning and guiding as well as Lot B. He commented that he is comfortable with setting up the preliminary and final plat for McGroarty Park.

Mayor Tourville commented that if a sale was done, the Applicant would still have to come back with stormwater, ponding, trees, screening, and the next phase.

Motion by Bartholomew second by Piekarski Krech to approve to Consider a Resolution 19-19 relating to a Preliminary Plat and Final Plat for the plat of McGroarty Park 1st Addition. Property located on west side of Blaine Avenue, south of Upper 55th Street.

Ayes: 4

Nays: 1 (Dietrich) Motion carried.

Mayor Tourville stated that they would work with the landowner and put documents together. Then it would come back to the City Council for final approval.

ADMINISTRATION:

C. Consider Approving NDC4's Recommendation to Preliminarily Deny Comcast's Formal Franchise Renewal. Resolution 19-20.

Jodi Miller, Executive Director of the Northern Dakota County Cable Communications Commission and Town Square Television. She stated that the Cable Commission is a Joint Powers Cooperative with seven-member Cities, Inver Grove Heights being the largest. The Cable Commission has two main roles. The first is that they administer the cable franchise for the two franchise cable companies in the City, Comcast and CenturyLink. She stated that they are the customer complaint or resolution office, so if there are calls or questions from subscribers those can be sent their way. The second role is operating the Community television station for the seven City area. Town Square Television has seven local channels on Comcast and CenturyLink. She stated that they cover City Council Meetings, High School sports, Music events, Church services, events in town such as the Veteran's Day Celebration, and Election programming. They do about 1300 to 1500 hours of local programming every year. She stated that the City has two members on the Cable Commission. Mayor Tourville has been serving since 1989 and has been the Chair for most of those years. The Citizen Representative is Skip Jackson who has been on the Cable Commission for 23 years and is a retired 3M Engineer.

She stated that they are recommending a denial resolution to renew Comcast's franchise for another ten-year term. Cable franchising is mandated under Federal and State Law. She stated that the City Council passes an Ordinance for the City, which is a negotiated agreement, a contract between Comcast and the City. They are asking the Council to vote in the negative on Comcast's formal proposal. She stated that the Cable Commission produced a needs assessment that contains several consulting reports that are the Cable Commission's assessment of Community needs over the next ten years. She stated that four months later Comcast submitted a proposal to them that includes reports, survey's, and Comcast's proposed franchise. She stated that the Cable Commission is recommending that the City not accept this proposal as it does not meet the Community needs and interest. She handed out a paper version of the power point to the City Council.

Brian Grogan, Attorney, Moss & Barnett, representing the Cable Commission and the City of Inver Grove Heights. He stated that they are in year 19 of a cable TV franchise granted to Comcast. This was a 15-year franchise, with four extra years, initially granted in April 2000. He stated that Comcast requested renewal in 2012, which was required by Federal Law. The Commission started to assess the future needs and interests of not only the Commission, but also the seven member Cities including the City of Inver Grove Heights. That occurred from 2013 to 2014. He stated that it was a long process due to unforeseen delays, one of which was Comcast trying to buy Time Warner Cable. The renewal process was put on hold while Comcast presented a new approach what the franchise would be conducted locally. In 2015, CenturyLink asked for a cable franchise to compete directly against Comcast. He stated that in April Comcast's bid to purchase Time Warner fell apart, but the process stayed on hold. Comcast could not agree to a renewal if they do not know how the competitor's franchise would look like. He stated that everything was put in hold until mid-2016. He stated that member Cities have granted multiple extensions of Comcast's existing franchise term with the most recent one expiring in March 2019.

He stated that the Cable Commission has been negotiating with Comcast for years. Comcast has a different view of the deal points than the Commission does. By the time they got to year 18 with no franchise and no prospect of renewal the Cable Commission directed staff in February of 2018 to undertake a formal process to bring it to conclusion. He stated that they did the process and put together a formal needs assessment report that was approved in April 2018. Those documents were sent to Comcast with a due date of July 2018. Comcast requested extra time, which the Commission granted, and set a new deadline of August 15th. Comcast submitted their formal proposal. He stated that a deadline under Federal Law states that they must take action by December 15, 2018. That Law states that you either renew the franchise on exactly the terms that Comcast proposes, or you issue a preliminary assessment that the franchise should not be renewed. He stated that this City Council needs to determine one of those two options.

Mr. Grogan stated that there was a disagreement between Comcast and the Commission about who had the actual authority to make that decision. He stated that it was the Commission's view that the Joint Powers Agreement (JPA) delegated that to the Cable Commission to make those decisions on behalf of the Cities. Comcast felt that each City should be making that decision. He stated that they agreed that the Cable Commission works for the City. They will go to all seven Cities and request this action. He stated that the Cable Commission was going to issue a recommendation and get this completed by March 15, 2019. If any of the Cities decide to issue a preliminary denial, the Cable Commission will conduct the next phase of this process. Nothing happens without the Council vote. He stated that the Cable Commission issued a recommendation on December 12th, which parallels the proposed Resolution before the Council this evening. He commented that it recommends Comcast's formal proposal be denied. He stated that the Resolution contains exhibits, the first lists off ten pages of the rationale why Comcast's proposal does not meet the future needs and interests identified in the need's assessment. The second attachment identifies procedural rules which include a Hearing that would go before a Hearing Officer.

He stated that the City Council has two options:

1. Adopt the proposed Resolution which will serve as a preliminary assessment that the franchise should not be renewed.
2. Make a Motion to recommend approval of Comcast's Formal Proposal and the Comcast Model Franchise.

He stated that Option #1 is the Commission's and Staff's recommendation.

Amy Roberts, Manager of Government Affairs with Comcast Twin Cities, stated that Comcast has made commitments to this City and have invested nearly \$1 billion in technology and infrastructure improvements in Minnesota since 2011. They employ over 2600 people and have increased speeds 17 times over 17 years. She stated that a big part of being competitive is making sure new and existing customers receive the best customer experience. They have made it easier by hiring hundreds of tech specialists and customer service agents, including 400 in the Twin Cities. She stated that some have

chosen to do what is known as “cord cutting” and that since 2015, Comcast has seen a 6% decrease in customers. She stated that unlike Comcast, which pays a 5% franchise fee and PEG fee, none of the competitors pay a dime. Only residents that choose to get paid video from Cable shoulder those fees.

She stated that in their view, Town Square Television is unreasonably demanding more money from a shrinking pool of cable customers who do not regularly watch the programming that TST provides. She stated that the Commission is asking the Council to deny Comcast’s renewal and their franchise despite the fact that they have offered a reasonable funding package for the continuation of their PEG studio, without having to put an additional burden on cable customers in the City. She stated that there are new ways to get this information, and all of those ways were not available when PEG channels and the studio were first established. She stated that the Cable Act makes it clear that the deal already determined between Cities and cable operators is that Cities get 5% of the cable operators’ gross revenue as a franchise fee, and a PEG fee to cover the Cities capital cost of a PEG operation. She stated that this Act was meant to prevent the situation to deny a franchise and to deny the ability of an operator to serve its customers or utilize the network it already invested in just because the cable operator doesn’t agree to every demand the City makes above and beyond that 5%.

She stated that they assessed the needs of NDC4’s report, compared that to customer survey results, and the activity by the Commission itself, and are confident their response addresses the needs to continue to provide PEG programming to Cable customers. NDC4 requests seven channels in it’s RFP despite evidence of low PEG viewership and severe underutilization of the seven channels it operates today. She stated that the total number of locally produced first run programs for all seven channels, over one year, would not fully utilize all of the available space on just one PEG channel. It could only fill 10% of available space on one channel and 1.6% of the total hours on seven channels. She stated that the Commission did not weigh the request for seven channels against the ability of putting local information and videos on the internet. She stated that they offered three channels in HD. In addition to the 5% franchise fee, they proposed to provide NDC4 \$1.39 per month per subscriber PEG fee to be used per the Cable Act for capital costs. Since 2015, NDC4 has spent only 21% of it’s PEG funding for PEG Capital. In 2017 TST Capital Fund Projects had a balance of more than \$300,000 and that this year TST transferred \$130,00 PEG Fee revenue to the Capital Fund project. She commented that it appears TST is spending PEG funding on administrative costs rather than addressing what is presented in the needs ascertainment to be an immediate need to replace almost all of TST’s current equipment. She stated that based on the Commission’s historical capital spending, \$1.39 is all that cable subscribers should be paying for the capital costs of the Commission.

Ms. Roberts stated that the Commission’s RFP requested complimentary cable service for 69 sites including public golf courses, pools, and ice arenas. Cities are moving away from PEG programming, and rate regulation of cable operators was removed years ago. She stated that many are using other methods to produce from their own homes and some Cities are embracing these methods to communicate with residents.

She stated that the Commission’s Resolution to reject their proposal makes reference to CenturyLink. CenturyLink no longer offers Prism TV. She stated that Cities throughout the metro area have PEG fees that are similar or lower than this proposal. She stated that there is reference to 3% gross revenues PEG fee that is part of the north suburbs. That approach reflected a right sizing of one of the Nation’s highest PEG fees and resulted in changes to the Commissioner’s Governance structure and established a significant business relationship between the Cities in that area and Comcast.

She stated that in closing, the value of the renewal proposal is significant and reflects the law set forth by the FCC, Congress, and this Cities cable related needs and interests. It reflects the competitive video environment and viewing and programming preferences of present-day subscribers. She commented that denying this is the wrong decision.

Mayor Tourville stated that Town Square Televisions initials were mentioned a few times. Town Square Television is not negotiating this contract. It's Northern Dakota County Cable, not TST.

Councilmember Piekarski Krech asked what the current PEG fee is.

Ms. Roberts responded that the PEG fee is \$1.88 per subscriber per month. They are asking for a gross revenues percentage of 3% which is approximately \$3.18 per subscriber per month.

Councilmember Bartholomew asked for clarification of the fees.

Ms. Roberts responded that it is a 3% percentage of gross revenue instead of doing a per subscriber per month. It's a percentage of the gross revenues in the area. It is roughly \$3.18 per subscriber, which is in addition to the 5% franchise fee.

Councilmember Dietrich asked what NDC4 plans to do as more and more people cut the cord and abandon cable. She questioned how it would sustain its operations.

Mr. Grogan responded that they put a needs assessment together with an expert. They looked at capital needs. Time will tell on a diminishing subscriber base. He stated that they are proposing \$1.39, which is a decrease from the PEG fee today. NDC4 is seeking an increase to drive it to a percentage of gross revenues. In comparing other Cities in the area, it drives to less revenues than what the needs assessment requires. Their proposal would drive to 30% less revenue over what is being provided today.

Councilmember Dietrich asked about the informal negotiations process and questioned if Comcast offered a 2% increase in gross revenues. She asked if some of the content spread over seven channels be condensed on less channels to make the overall programming more robust.

Mr. Grogan responded that an informal process is a settlement negotiation. He commented that we were apart on not just the funding issue, but other complications led to being unable to reach an agreement.

Mr. Grogan responded about the number of channels and stated that they are all standard definition channels. He commented that part of what NDC4 is trying to accomplish is to take some of those channels and have them simulcast in HD. They would have a combination of both SD and HD.

Mayor Tourville stated that the Commission voted unanimously that all seven Cities take a look at denial. He felt with the informal process, the channels could have been worked out. The difficulty was that we didn't think it would work to take a 30% decrease. He stated that Comcast made the statement that they thought that the FCC would rule in their favor and look at not having to deal with Cable Commissions. He stated that it hurt in breaking it off. He commented that the FCC's closed now with the partial shutdown.

Mr. Grogan stated that Comcast was correct when they stated that CenturyLink is wrapping up their operations for cable product. He stated that we would be back to a single franchise operator in town.

Mayor Tourville stated that with a denial, negotiations could pick up.

Mr. Grogan agreed. He stated that Lilydale has voted unanimously to adopt the Resolution. If all seven Cities reach that collective decision, it moves to an administrative Hearing. He stated that it is not practical for a City Council to conduct a proceeding where Attorney's present evidence. This will go to an Administrative Law Judge. The process can be triggered by the Commission or by Comcast.

Mayor Tourville commented that Comcast leadership doesn't believe anyone watches the Council meetings, School Board meetings, or local football. He stated that there are differences, but they are minor and can be worked out.

Councilmember Piekarski Krech commented that people say that they can watch the Council meetings over the internet. She stated that you wouldn't be watching it on the internet if NDC wasn't here broadcasting it. Without the local channels, you would not be seeing these things.

Motion by Bartholomew second by Dietrich to support denial of NDC4's Recommendation to Preliminarily Deny Comcast's Formal Franchise Renewal. Resolution 19-20.

City Attorney Kuntz stated that the Motion is a Motion to pass the prepared Resolution that was presented.

Mayor Tourville commented that this is the prepared Resolution to deny. He asked if the Motioner and seconder approved of that.

Councilmember's Bartholomew and Dietrich agreed.

Ayes: 5

Nays: 0 Motion carried.

D. Consider First Reading of Ordinance Amending Inver Grove Heights City Code Title 4, Chapter 1, Sections 4, 5, 6, and 14 to Permit the Issuance of On-Sale Brew Pub Liquor Licenses and Off-Sale Brew Pub Malt Liquor Licenses.

City Attorney Kuntz stated that this is the First Reading of an Ordinance which allows a Brew Pub to operate within the City of Inver Grove Heights. A Brew Pub is a liquor establishment that has the following three components:

1. It is a brewery for malt liquor and produces and brews beer on site.
2. Through its restaurant it operates an on-sale intoxicating liquor license together with a Sunday on-sale intoxicating liquor license.
3. It operates an off-sale establishment which sells the malt liquor prepared and manufactured at the site.

He stated that currently our Ordinance does not address Brew Pubs. This would allow those licenses to be issued for this Brew Pub. The three licenses are for on-sale intoxicating liquor license, Sunday on-sale license, and off-sale malt liquor license. He stated that this is the First Reading, it was posted through the City Clerk on the Website and the bulletin board in advance. He stated that Council needs to give direction to when they want the Second Reading and if you want all three Readings or just two of them.

Councilmember Piekarski Krech commented about how complicated Brew Pubs were compared to regular liquor licenses.

Mayor Tourville asked if there were time constraints and if they needed to have Three Readings.

City Attorney Kuntz responded that the Director of Community Development is trying to coordinate the issuance of the land use permits with this. He stated that land use matters will come before the Council in February.

Community Development Director Janice Gundlach stated that they are hoping to get this completed in two Readings. There is another Council meeting on January 28th where the Second Reading can be conducted. She stated that the Planning Commission will take up the land use Applications on February 5th. That information would be fast tracked to the Council on February 11th. She stated that if a Third Reading is needed, it could happen on February 11th. She commented that there are time constraints for the company as there are a lot of steps that need to fall into place for them to open mid-summer.

Councilmember Piekarski Krech suggested having two Readings.

Community Development Director Gundlach responded that two Readings would work.

Mayor Tourville asked if it was best to suspend the rules the next time at the Second Reading.

City Attorney Kuntz stated that they have prepared a Resolution for your consideration while anticipating that the Second Reading could be the last Reading.

Councilmember Bartholomew stated that the off-sale portion is only for the liquor that is made by the Brew Pub.

Motion by Piekarski Krech second by Perry to approve to Consider First Reading of Ordinance Amending Inver Grove Heights City Code Title 4, Chapter 1, Sections 4, 5 ,6, and 14 to Permit the Issuance of On-Sale Brew Pub Liquor Licenses and Off-Sale Brew Pub Malt Liquor Licenses.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville confirmed that this item will be done in two Readings.

E. Designate Council Representative for Inver Grove Heights Local Issues meetings.

Mayor Tourville stated that at the last Work Session they picked Councilmembers Bartholomew and Dietrich to be the two Representatives chosen for Local Issues.

Councilmember's Bartholomew and Dietrich agreed.

Motion by Piekarski Krech second by Perry to approve Councilmembers Bartholomew and Dietrich for Local Issues.

Ayes: 5

Nays: 0 Motion carried.

F. Designate Council Representative for Progress Plus meetings.

Mayor Tourville asked who wanted to be Council Representative for Progress Plus meetings.

Councilmember Perry agreed to be Council Representative.

Motion by Piekarski Krech second by Bartholomew to approve Councilmember Perry as the designate for Progress Plus.

Ayes: 5

Nays: 0 Motion carried.

PARKS AND RECREATION:

G. Consider First Reading of Ordinance Changes Related to Dog Licensing, Dog Leashes, Dangerous Dogs.

Parks and Recreation Director Eric Carlson stated that this item is for the First Reading for Ordinance changes and Amendments relating to Dog licensing, leashes, and dangerous dogs. At the December 10th Council meeting Staff was directed to come back with an Ordinance related to dog leashes set at 16-feet in length or less. He stated that dogs would have to be on a leash 16 feet long or less at all times unless they are at the off-leash dog park at Heritage Village Park. He stated that the Council asked Staff to look at other parks in the system where off leash may work. Staff came up with two hockey rinks, one at

Oakwood Park and one at Groveland Park. He stated that those would be contained areas where dogs could be off leash. Those three locations would be considered off leash areas. People would have to purchase the off-leash dog park pass to be at any one of those three locations with their dog off leash. He stated that dogs would not be allowed inside of fenced baseball or soccer fields.

He stated that there have been no additional changes to the dangerous dog Ordinance. For dog licensing, the City Council wanted to go away from dog licensing and go with the requirement of wanting dogs to be vaccinated. He stated that they changed the language under dog licensing so that dogs would have to be vaccinated. If a dog were found unvaccinated, the owner of that dog would be guilty of a Misdemeanor, punishable by 90 days in jail or a fine of up to \$1,000 as determined by a Judge. Councilmember Piekarski Krech commented that it says dogs vaccinated annually. She stated that Rabies vaccinations are every three years and asked that it requires dogs to have a current Rabies vaccination.

Parks and Recreation Director Carlson responded that is what it says in the actual Ordinance. It does state valid vaccination record.

Councilmember Bartholomew asked about the hockey rinks proposed to be available for off-leash.

Parks and Recreation Director Carlson responded that is during the non-skating season, when not in use for hockey or skating. They would have to have a Permit to be there.

Mayor Tourville commented that speaking with dog owners, currently there is no place you can take your dog off-leash. He stated for example, people are saying that they pay taxes too and that they should be able to use the parks like other people use the parks. He commented that if there is a problem, take the privilege away. You cannot use parts of the park for throwing a tennis ball, etc. He stated that Sleepy Hollow could possibly handle it and asked if that could be looked at.

Councilmember Piekarski Krech commented that it defeats the purpose of the problem with uncontrolled dogs coming up and doing things. She stated that if they are going to have places that this could be done, that is where it should be, in a controlled space.

Councilmember Bartholomew agreed with Councilmember Piekarski Krech's comments and stated that the compromise is being able to use the hockey rinks in the parks. He stated that there is the dog park, and that he doesn't understand why we need to look into other areas.

Mayor Tourville stated that there are people who like to throw stuffed ducks for their dogs and people have said that you can't do that at a dog park because there are other dogs there.

Councilmember Piekarski Krech commented that they may not be able to bring toys into the dog park.

Mayor Tourville stated that he is advocating for those that have asked for more space for dogs to run and to bring items back and forth. He commented that if this creates a problem, it can be taken away. If it doesn't, it will keep some citizens happy.

Councilmember Bartholomew asked what parks the Parks and Recreation Director envisioned for this.

Parks and Recreation Director Carlson responded that he sat down with Brian and they tried to locate areas within the park system that they can control dogs that were not on a leash without having to build something more to try to contain them. He stated that an open field is a policy that the City Council could make.

Mayor Tourville stated that you wouldn't have to build fences at Sleepy Hollow.

Councilmember Piekarski Krech questioned why they were spending money on a dog park.

Mayor Tourville responded that people have said you can't have that type of activity at a dog park. People have said they have had to go to other Cities to train their dogs. He commented that by doing this we are telling people no. He stated that he is looking at it as a possibility.

Parks and Recreation Director Carlson stated that he thought of Dehrer Park, which has no park improvements. There is no playground, ball field, or soccer field. There is nothing to bring families to that park, other than to throw a frisbee in the open field. He suggested that be a park to experiment with the Mayors idea.

Councilmember Piekarski Krech commented that you could have the issue of people not wanting a dog park near their homes.

Mayor Tourville stated that with Sleepy Hollow, people go to the other side of the Volleyball Court to play with dogs.

Councilmember Bartholomew asked if the Police Department has weighed in on having this type of an area.

Mayor Tourville responded that the Police have said it was up to the City.

City Administrator Lynch stated that the biggest issue the Police had was with voice command and if there was no leash. The Police have asked for some type of physical connection that they could enforce.

Mayor Tourville stated that most of the complaints took place on playground equipment or on the trails, not in open fields. He suggested taking a look at Oakwood or Sleepy Hollow and see if there is a problem.

Councilmember Bartholomew stated that this request was for hockey rinks. He suggested getting the First Reading out of the way and that this could give them time to find locations for this to possibly happen.

City Administrator Lynch asked that the Council thought about signage. He commented that people don't have an expectation that they would be walking in dog waste. He asked if the City would provide and install waste receptacles like they have at the dog park. He stated that this is a capital cost and an ongoing supply cost.

Parks and Recreation Director Carlson stated that there are a number of dog waste stations throughout the parks system.

Mayor Tourville stated that the Permit could include information about what people need to do.

Parks and Recreation Director Carlson asked how many areas they wanted to contemplate. He stated that they have Heritage Village Dog Park, Oakwood Park, and Groveland's hockey rinks. He asked if the Council is asking for one or two more additional locations.

Mayor Tourville responded one or two places.

Councilmember Piekarski Krech suggested they skip the hockey rinks. The dog park has fencing. She was concerned about how to control that. She stated that if the dog is off leash in a public area it needs the license.

Councilmember Bartholomew commented that we have decided we want to have dogs on leashes. We need to figure out where to have dogs off leash if that is what we want to do.

Motion by Bartholomew second by Piekarski Krech to approve the First Reading as it stands for Ordinance Changes Related to Dog Licensing, Dog Leashes, Dangerous Dogs. Councilmember Bartholomew stated that if any Councilmembers can propose a spot and help the Park Director with ways of developing it, and the rules surrounding it, it could be presented to the Council.

Mayor Tourville suggested Sleepy Hollow Park, west of the Volleyball Court.

Parks and Recreation Director Carlson asked if the Council wanted the neighborhood to be notified and have a review of the Parks Commission before it comes back to the Council, or if they want them to return to the council.

Councilmember Piekarski Krech suggested it go before the neighborhood and then to the Parks Commission.

Parks and Recreation Director Carlson stated that he would notify the neighborhood and bring it before the Parks Commission before bringing it back to the Council for a Second Reading of the Ordinance.

Allan Hunting, 2645 96th Street, speaking on behalf of his wife Amy as she could not be here this evening. He stated that one concern appears in the definition “under restraint”. He stated that it was her thought it was always to allow up to 16 feet while you are walking an animal. 16 feet would be too long to chain the animal, and if you would chain the animal you should be on site monitoring for the safety of the animal.

Mayor Tourville asked if this would be on private and/or public property. He stated this could be difficult for larger properties. He commented that we should stay away from private property.

Mr. Hunting responded that it would be on private property. He stated that the concern was that you should be with the animal due to danger.

Councilmember Dietrich agreed with Mayor Tourville and commented that she didn't believe we needed local legislation on that type of item.

Mr. Hunting commented about the penalty fee if the dog is not vaccinated. He questioned if a Misdemeanor was the best route.

Councilmember Piekarski Krech responded that this is the regulation of the City to have the dog vaccinated. She commented that if you are going to have a dog, be responsible.

City Attorney Kuntz responded about the fee stating that because we are a Statutory City, we do not have the power to set up an administrative fee penalty schedule for lifestyle violations. He stated that they went to the Misdemeanor fee because it is something they can impose.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

A. Pursuant to attorney-client privilege and pursuant to Minn. Stat. § 13D.05, Subd. 3(b) a closed Executive Session to discuss the lawsuit of City of Inver Grove Heights vs. GS Truck & Trailer Repair LLC and GS Transport Express LLC.

City Attorney Kuntz stated that these items should be treated separately.

City Attorney Kuntz stated that the first item deals with a pending lawsuit with the City of Inver Grove Heights vs. GS Truck & Trailer Repair LLC and GS Transport Express LLC. This is an existing pending lawsuit. He stated that they are asking the Council to go into a closed-door Executive Session to discuss the pending litigation with the City Attorney. Present will be the City Administrator Joe Lynch, the City Attorney, and the Council. He stated that the opportunity to go into a closed-door session arises under the Attorney client privilege dealing with pending lawsuits as well as Minn. Stat. § 13D.05, Subd. 3(b) which allows a closed-door session for discussion of Attorney client matters. He asked that the Council make a Motion to go into a closed-door session under the Statute for the reasons indicated relating to the lawsuit mentioned.

Motion by Piekarski Krech second by Perry to approve Pursuant to attorney-client privilege and pursuant to Minn. Stat. § 13D.05, Subd. 3(b) a closed Executive Session to discuss the lawsuit of City of Inver Grove Heights vs. GS Truck & Trailer Repair LLC and GS Transport Express LLC to go into a closed-door session for the reasons stated by City Attorney Kuntz.

Ayes: 5

Nays: 0 Motion carried.

B. Pursuant to Minn. Stat. § 13D.05, Subd. 3(a) a closed Executive Session to discuss a performance evaluation of City Administrator Joe Lynch.

City Attorney Kuntz stated that the second closed-door session is under Minn. Stat. § 13D.05, Subd. 3(a) which allows a closed-door Executive Session to consider a performance evaluation of an employee over whom the Council has authority. This is for City Administrator Joe Lynch. He stated that they are asking the Council to make a Motion to proceed to a closed-door session under Stat. § 13D.05, Subd. 3(a) for the purpose of a performance evaluation of the City Administrator.

Motion by Piekarski Krech second by Bartholomew to go into a closed-door session Pursuant to Minn. Stat. § 13D.05, Subd. 3(a) to discuss a performance evaluation of City Administrator Joe Lynch.

Ayes: 5

Nays: 0 Motion carried.

10. ADJOURN:

The regular meeting concluded, and the Council went into a closed-door Executive Session at 11:31 p.m.

**INVER GROVE HEIGHTS SPECIAL CITY COUNCIL MEETING
MONDAY, JANUARY 14, 2019- 8150 BARBARA AVENUE**

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in a special session on Monday, January 14, 2019, in the City Council Chambers. Mayor Tourville called the meeting to order at 5:30 p.m. Present were Councilmembers Piekarski Krech, Bartholomew, Perry, and Dietrich; City Administrator Lynch, City Attorney Kuntz, Administrative Services Coordinator Isaacson, Community Development Director Gundlach, Finance Director Smith and Parks and Recreation Director Carlson.

3. LEGISLATIVE MEETING

City Administrator Lynch stated that annually, the City invites our Legislative teams and Lobbying individuals and Organizations to come before the City Council to speak about the Session and what they see happening. This provides an opportunity for the Council to ask questions. The City of Inver Grove Heights Legislative positions and initiatives are included in the Council packets and the information is the same as they are in other Organizations. He mentioned items to note would be the Bonding Bill Effort and the Rich Valley Trail information.

Craig Johnson, League of Minnesota Cities, stated that he is a part of the Lobbying team for the League. He referenced a color handout that has priority items that were selected by their Board of Directors and stated that Policies are available on the Website at LMC.org. He stated that his role covers land use and environmental issues.

He explained that the State will be adopting budgets for its State Agencies. Overview Sessions began today with various Committees bringing in State agencies to explain what each Division does and how they are funded. He stated that the House of Representatives in the State Legislature changed leadership in the last Election, the majority switched to Democrat. There are all new Committee Administrators, Committee makeups, and 39 new members of the House of Representatives. He stated, for example, that he went to the new House Water Subcommittee, where they went through all State Agencies that regulate water and what each one does. This included waste water, drinking water and stormwater. That will continue with the Met Council's role on water two weeks from now.

He stated that the issues on their highlighted list are ones they feel they need to put effort into. He commented that he would be working on the water policy. He stated that all of the State Agencies that do our programs and Permits for water have their budgets up. There may be aggressive proposals to increase fees on Cities on stormwater to finance the State Agency work, which is not currently funded by fees. There is not an annual stormwater fee on stormwater permits. He commented that he would keep the Council informed as they go through the Session. He stated that if they are making changes to staffing or funding, that we maintain or improve the services cities say they are needing such as technical support on permitting issues, on land use planning and zoning issues where Agencies have some part on environmental review.

Mr. Johnson stated that there is a Hearing this week on his other issue, Urban Forest Management. There are substantial requirements in cities for managing public rights of ways and Parks for forest health and for helping Communities deal with forest health on private properties. He stated that Emerald Ash Borer is becoming a bigger issue that is spreading quickly in the State and there could be some funding coming for that. He commented that there is a hearing in the Senate this week to start that discussion. He stated that the idea would be to have a pot of funds available, perhaps \$5 million dollars, to be used as a Grant pool. This would be for a Community who says that they need to update their inventory or to replace trees for a certain number of acres. He stated that they would give out what that cities budget would be, the in-kind

matching and ask the State how they can get funds for those cities. He commented that they previously had one-time dollars in the amounts of \$3 million dollars and \$2 million dollars, which went out instantly. They are hoping to get that funded again.

He stated that his Director, Gary Carlson, has said that he does not have an optimistic outlook for getting a quick solution on Federal Tax Conformity. There are too many strings attached to other issues. He stated that what there is of a one-time surplus will probably be heavily committed to addressing that when it is done. He commented that it's rare in a budget year that everything has finished without having to go to a Special Session.

Daniel Lightfoot stated that this is his fourth week at the League of Minnesota Cities. He will be covering housing and telecom issues. He stated that of the \$1.5 billion-dollar surplus that was forecasted, some is earmarked for Federal Tax Conformity. That amount also has a lot of one-time money in it and does not account for inflation. He stated that one priority, which he will be covering, is broadband connectivity in the State of Minnesota. Both the House and Senate dropped Bills this week as part of their Top Ten Priorities to fund the Border to Border Broadband Grant Funding Program through the Offset Broadband Development and DEED, for \$70 million dollars over the next biennium. He commented that this is consistent with the Governor's Task Force's recommendation and something that the League will continue to support. He stated that they would connect Communities that are unserved and bolster those Communities that are underserved. That program will get Communities to the point of meeting our State-wide Broadband speed goals. This would be for 100 mega-bits per second download speeds and 20 upload speeds.

He stated that another telecom issue is currently happening at the Federal level for Small Cell Wireless issues. That work was done in 2017 to create State Legislation for small cell wireless issues. The order for the small cell wireless facilities deployment and placement is currently in effect as of today. He stated that some of the policies in that order would directly preempt what was worked on in 2017 in regard to esthetic standards and time that local government can take to review applications for small cell wireless citing and for macrocell citing and public rights of way. The National League of Cities and the League has provided comments in opposition to items outlined in the order. He stated that they will provide their members with guidance on how to navigate what is going to be required of cities.

He stated that the Telcom space is the advanced notice and proposed rulemaking for the in-kind contribution deductions when it comes to cable franchising fees. The FCC issued an advance notice stating that they are mulling over allowing cable companies to deduct in-kind contributions from the 5% cable franchising fee that goes to local Governments. He stated that could include extended channel compacity and some things that the local Government would negotiate with a cable company could be included in that deduction. He commented that this has some negative implications when it comes to PEG channels. This is something they are following closely.

Mr. Lightfoot stated that they are focusing on identifying more tools for local Governments when it comes to leveraging public and private dollars for spurring development of affordable and workforce housing. This means supporting programs that are run through MHFA. He stated that they would be supporting increased funding for the Challenge Program and utilization of programs like a potential tax credit contribution fund that could be leveraged by local governments. He stated that there could be some State match dollars for local housing trust funds.

He stated that another item was their continued work on the sales tax exemption on construction materials. In 2013 the exemption was put in place, but the process for getting that exemption was onerous and they are continuing to push to simplify that process. And also, extending that sales tax exemption to all local government purchases.

Mr. Johnson stated that there is a listing of the Leagues Government Relations Staff and the areas that they cover are in the handout. He encouraged the Council to call anytime. He stated that any of them could volunteer to be on a Policy Committee if they are interested. There are three half day meetings during the summer, one in July, August, and September. He commented that there are four topic areas, and that they would appreciate their involvement.

Patricia Nauman, Executive Director of Metro Cities. Metro Cities represents Cities across the metro area. They represent Cities not just at the Legislature and Executive Branch, but also at the Metropolitan Council. She stated that Metro Cities works closely with other City organizations and partners. The House has changed from Republican to Democrat, with numerous new members. It is their job to get to know them, the new Governor, and the new Administration. She stated that there are over 80 Policies that are lobbied at during the Legislative Session, those are then narrowed down to a slate of priorities. She stated that Metro Cities identified a few priorities for the Legislative Session, one being transportation. This would be for trying to secure money for City streets, in any type of comprehensive transporting funding bill. She stated that transportation funding is a long term, complicated issue. There is usually agreement on the need for funding, but rarely agreement with how to go about it. She stated that the priorities that Metro Cities had identified focus on support for increased funding for MSA (Municipal Street Aid) Cities, funding for a small Cities account to address the needs of Cities that do not qualify for MSA funding, and creation of a large Cities funding account to address street needs for Cities not covered by MSA formulas. She stated that priorities identify the need for structural solutions and resources to support transit systems throughout the Metro area.

She stated that housing is a priority for Metro Cities. They have identified the need and support for additional tools, resources, and funding in various ways. This includes affordable housing, life cycle housing, and other housing local communities need. She commented that there was a lot of discussion last summer about the need for funding and the lack of housing and how to fund. Be it from regional sources, or dedicated sources. She stated that the Organization continues to support having the resources that traditionally come from the State to continue to come from the State in a sustainable adequate way.

She stated that they support to restore funding for the Minnesota Investment Fund and the Job Creation Fund. Those funds were restored and they make sure that those funds are funded adequately. She stated that Metro Cities will also be initiating Legislation to support funding for Inflow and Infiltration Mitigation. Inver Grove Heights does qualify for that funding. She stated that if they are able to secure funds, and there are eligible repairs, this City would be eligible to apply for that funding. She stated that there is secured money from past Bonding Bills, and that last year they received \$5 million. The problem is significant on the public side with the local public system and private homes. She commented that getting State funding for private property mitigation is difficult but they will attempt to get funding again this year.

Ms. Nauman stated that construction and sales tax exemption is a League initiative and is something that Metro Cities supports. She commented that another Metro Cities priority is that they maintain local control and decision making. They are watching the wireless issues and transportation network companies.

She stated that Emerald Ash Borer is something that the Organization supports. They have a position that represents Cities at the Metropolitan Council. She commented that Metro Cities does have a position that supports stagger terms, an expanded Nominating Committee, more local input into the process for selecting members, and more sunlight and transparency in how members are selected. She stated that the organization opposes local officials serving on the Metropolitan Council.

Katie Sun, representing the Municipal Legislative Commission (MLC), stated that MLC is a subset of Metro Cities. It consists of 17 suburbs, those tend to be larger suburbs with more of the commercial/industrial property tax wealth. She stated that they support about 99% of the same issues as the League and Metro

Cities. They advocate for boosting the circuit breaker and other programs that potentially help low income tax payers that are in more property wealthy areas. She stated that another issue they track is fiscal disparities. Most of the Cities and MLC are contributors to fiscal disparities, if there are Legislative proposals to change that, MLC has not supported using those funds for other types of projects or funds.

She spoke about items that they follow such as transportation funding and being regionally balanced. Having a transit component as well as the small cell changes. She stated that the League has taken the lead on that Federal issue and that there were proposals at the State level. Last year there was a proposal to cap the fees that Cities can collect. She commented that it will be interesting to see how these Bills play out.

She stated that she brought a copy of the MLC Legislative Program as well as a paper copy to their Legislative breakfast. She commented that the date for the breakfast has been changed and will now take place on Friday, February 15th.

Ms. Sun stated that she has been helping with two cities priorities. The first is Argenta Trail. She commented that last session they successfully received approximately \$6 million dollars for that project. She stated that the Mayor and City Administrator Joe Lynch were at the Capital frequently on that item and she congratulated them as it does make a difference. She stated that there is one language tweak and commented that if there is a Bonding Bill and that she hasn't heard any pushback on it. She stated that it was about making sure that the scope of the project matches what Dakota County would like. It was some additional blocks that they wanted to include when they finished the scope. She stated that they are talking to Legislators to make sure it gets into the Bill, if there is a Bonding Bill.

She stated that the other City priority was the construction sales tax exemption for the Fire Station. The Fire Chief, Mayor, and the City Administrator, testified and spoke to Legislators about the need for updating that Station and having it in a good location for residents.

She stated there was a tax bill, but the tax bill was vetoed for other reasons. She commented that even though it was vetoed, it is a good indication of support for this session. She stated that Senator Klein and new Representative Ruth Richardson will be the Chief Authors. They have had the Bill drafted and are working on getting some Co-Authors.

Joel Carlson stated that he owns a Legal Research and Government Affairs business located in St. Paul. He stated that he represented the City of Inver Grove Heights on a specific issue since 2013. This was regarding what to do to compensate the City when there are declining waste deliveries to the landfill which extends the life of the landfill and reduces the amount of Host Community Fees that cities like Inver Grove Heights and Burnsville receive. He stated that their response to that was to go to the Legislature with this problem and in 2013, the Host Community Grant Program was established. It appropriates \$875,000 each year of the biennium to cities that host landfills in their Communities to offset the loss of revenue received from the declining waste and help them with development in their Cities as they know how difficult it is to redevelop land around landfills. He stated that they got the Legislative to fund that program again in 2015 and 2017. They hope to get that funding again this year. He stated that this is base level funding established in 2013 and should be in the Governor's budget recommendation. He commented that there are two new committee Chairs this year. The program has been beneficial, the City has used the funds for good public purpose.

Mr. Carlson responded that both Cities approach the problem jointly. Both are experiencing the same decline in Host Fee Revenue, but also the extended life of the facilities. He stated that it has been a good program but has a different impact on those Communities.

Mayor Tourville stated that the Press Core met with the Governor, the House and Senate Minority and Majority leaders this morning. One of the issues that has been around for awhile is hands-free cell phone use and to get bipartisan support, the type of penalty still needs to be worked out. He stated that the DFL supported it completely last year, but this year they have some Republican Senators as Authors.

Ms. Nauman agreed that this has been spoken about for a while with some Bipartisan support.

Mayor Tourville summarized other topics and stated that Election Rules were discussed. Early voting, Veterans, and Felony Conviction of Early Release. Also mentioned was Budget and Bonding and that there were no guarantees that there would be a Bonding Bill, though they think there may be a small one. He stated that there was some discussion on the conformity between the Federal and State and why they didn't do it last year. It was stated that it is a \$600 million dollar hit to the State of Minnesota. He commented that Social Security came up as there are several States that are deciding not to tax Social Security, which is a cost of \$300 million.

He stated that it was reassuring that the Federal Government has said that taxes are still being done. Some people have been getting refunds every year with the same implications and the same job. They were looking at the possibility of no refund, depending on taking deductions or not, as well as Federal and State. He commented that this is a topic that would probably have a lot more discussion.

He stated that there was also discussion that by the time things get done, and as long as the Federal Government is partially closed, the \$1.5 billion will get used quickly. He commented that he had heard it was about \$1 billion dollars a month that the State of Minnesota gets from the Federal Government.

Mayor Tourville stated that the Governor's Group met over the weekend and should have information by the end of the week with some areas that may be challenged. Questions could be if the money doesn't come in where is it coming from. He commented that every State is looking at it.

He stated that the News Core was well represented, both Minority and Majority from the House and the Senate. The House has had more of a change with 39 members and from going from GOP to DFL and having the only State House that has a split.

He stated that another item that kept coming up was to remind the Senate that everybody is up for Election in 2020.

Mayor Tourville stated that they take a look at the groups they work with frequently. The MLC, Metro Cities, The League and The Trust. He commented that this helps the City through issues. Both deal with the Metro Council. He asked if there were four or five vacancies within the Metro.

Ms. Nauman responded that the entire Metropolitan Council needs to be appointed. A Nominating Committee to recommend members of the Metropolitan Council has been named. She stated that there will be four interviews with four times/dates, that they will interview candidates. There are over 150 applicants to serve on the Metropolitan Council, which is a large number. She stated that the Nominating Committee, under the Dayton and Pawlenty Administration, had all local Officials serving on it. It is a seven-person Committee as required by Law. She stated that the Governor expanded the size of the Nominating Committee, which is something that Metro Cities supports. They did it with Ex-Officio members to get around the constraints of the Statute. She stated that Committee is not a majority of local Officials which is what they support, but that five of those members are Ex-Officio. There are some current members who have applied to remain on the Council. She stated that she would be publishing more information and reminders of those meeting dates and times in the coming weeks.

Mayor Tourville stated that he is one of the seven members on that Nominating Committee.

Councilmember Piekarski Krech commented that some areas have more candidates than others such as Minneapolis or St. Paul, rather than those that are farther away.

Mayor Tourville responded that St. Paul has the largest number.

Councilmember Piekarski Krech asked how many members.

Ms. Nauman responded that there are 17 members.

City Administrator Lynch stated that he wanted to point out the Rich Valley Trail Connection and that we support this and Council has approved it. Dakota County is carrying the main Legislative effort on it. He stated that it is being supported due to the fact that we have supported it by city Resolution.

Mayor Tourville stated that we are working with Dakota County, but would probably be the lead, going forward on a Bonding Bill as referenced to 117th Street. He stated that the reason is that this is still a City street, the owner of a street has to be the requestor. He commented that the County realizes that it should probably be the County or State. There will be more information on this as it proceeds.

Mayor Tourville stated that even if they do not have a Bonding Bill, this would be for a language fix on Argenta and 70th Street. They are not asking for any more money. He commented that there may not be as much of a strain on local Government and local control as they have their own party now. He commented that it consists of four members that want more local control. They are not DFL or GOP, they are a different group. He commented that the group is comprised of two people that have Authored about one hundred bills a year for less local control, and more State, without any funding for it.

Councilmember Piekarski Krech asked what the name of the group was.

She stated they are called The New Republicans.

Councilmember Dietrich asked what Committee's Representative Richardson is sitting on.

Mr. Johnson responded that Representative Richardson will be on the Commerce Committee, Education Finance Division, and the Transportation Finance and Policy Division.

Mayor Tourville asked City Administrator Lynch to get information to the group as to what Committees Senator Klein and Representative Richardson are on.

4. ADJOURN

The meeting was adjourned at 6:19 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 11, 2019
 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 January 24, 2019 to February 5, 2019.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending February 5, 2019. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$419,465.95
Debt Service & Capital Projects	365,337.67
Enterprise & Internal Service	281,182.04
Escrows	8,418.85
Grand Total for All Funds	<u><u>\$1,074,404.51</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period January 24, 2019 to February 5, 2019 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING February 5, 2019**

WHEREAS, a list of disbursements for the period ending February 5, 2019 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	\$419,465.95
Debt Service & Capital Projects	365,337.67
Enterprise & Internal Service	381,182.04
Escrows	8,418.85
Grand Total for All Funds	<u><u>\$1,174,404.51</u></u>

Adopted by the City Council of Inver Grove Heights this 11th day of February, 2019.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 01/24/2019 - 02/05/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ABDO, EICK & MEYERS, LLP	408891 LATE FEE	01/23/2019	LATE FEE	101.41.2000.415.30100	9.90
AFSCME COUNCIL 5	INV0083150	01/18/2019	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	928.33
AFSCME COUNCIL 5	INV0083151	01/18/2019	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	94.10
AFSCME COUNCIL 5	INV0083535	02/01/2019	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	903.24
AFSCME COUNCIL 5	INV0083536	02/01/2019	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	94.10
ASPEN MILLS	73577	02/05/2019	55077 IGHPD	101.42.4000.421.60045	122.75
BOLTON & MENK, INC.	0228283	02/05/2019	X11.1146595	101.43.5100.442.30300	912.00
CENTRAIRE HEATING & A/C	197307	02/05/2019	35367	101.42.4200.423.40040	1,574.00
CENTURY LINK	1/19/19 651 455 9072 782	02/05/2019	651 455 9072 782	101.42.4200.423.50020	40.02
CULLIGAN	12/31/18 157-98459118-8	12/31/2018	157-98459118-8	101.42.4200.423.60065	22.45
DAKOTA CTY CHIEFS OF POLICE ASSN	1/7/19	12/31/2018	12/4/18 12/5/18 SEMINAR	101.42.4000.421.50070	414.42
DAKOTA CTY CHIEFS OF POLICE ASSN	2019 MEMBERSHIP DUES	01/31/2019	2019 MEMBERSHIP DUES	101.42.4000.421.50070	600.00
DAKOTA CTY FINANCIAL SVCS	00033455	12/31/2018	2018 LICENSE & MAINTENANCE	101.41.1200.414.60040	6,165.20
DAKOTA CTY FINANCIAL SVCS	00033596	12/31/2018	P0001753	101.43.5400.445.40020	797.08
DAKOTA CTY FIRE CHIEFS ASSN	1/29/19	02/05/2019	2019 ANNUAL DUES	101.42.4200.423.50070	100.00
DAKOTA CTY SOIL & WATER	2860	12/31/2018	OCTOBER-DECEMBER 2018	101.43.5100.442.30300	680.00
ECO-COUNTER	9629	12/31/2018	90692	101.44.6000.451.60016	6,235.00
ECO-COUNTER	9629	12/31/2018	91125691	101.44.6000.451.60066	1,500.00
EFTPS	INV0083558	02/01/2019	FEDERAL WITHHOLDING	101.203.2030200	46,116.73
EFTPS	INV0083560	02/01/2019	MEDICARE WITHHOLDING	101.203.2030500	13,848.90
EFTPS	INV0083561	02/01/2019	SOCIAL SECURITY WITHHOLDING	101.203.2030400	39,163.40
EFTPS	INV0083594	02/05/2019	FEDERAL WITHHOLDING	101.203.2030200	1,102.80
EFTPS	INV0083596	02/05/2019	MEDICARE WITHHOLDING	101.203.2030500	181.02
EFTPS	INV0083597	02/05/2019	SOCIAL SECURITY WITHHOLDING	101.203.2030400	774.00
EMERGENCY RESPONSE SOLUTIONS	12342	12/31/2018	11/6/18	101.42.4200.423.60040	4,272.50
EMERGENCY RESPONSE SOLUTIONS	12349	12/31/2018	12/10/18	101.42.4200.423.60045	12,549.18
ERICKA MARIE HAKANSON	1/30/19	02/05/2019	WELLNESS PROGRAM	101.41.1100.413.60018	45.00
EYEMED	163779315	02/05/2019	FEBRUARY 2019	101.203.2032700	232.47
FIELD TRAINING SOLUTIONS	8705	01/24/2019	1/13/19	101.42.4000.421.50080	590.00
FORESTRY SUPPLIERS INC.	457717-00	12/31/2018	1225185	101.43.5200.443.60016	1,270.38
GALLS INC	011675908	02/05/2019	1001727847	101.42.4000.421.60045	166.96
GALLS INC	011765972	02/05/2019	1001727847	101.42.4000.421.60045	127.27
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0083539	02/01/2019	HSA ELECTION-FAMILY	101.203.2032500	3,373.18
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0083540	02/01/2019	HSA ELECTION-SINGLE	101.203.2032500	4,609.05
GENESIS EMPLOYEE BENEFITS, INC	IN1445466	12/31/2018	12/1/18-12/31/18	101.42.4000.421.30550	42.29
GENESIS EMPLOYEE BENEFITS, INC	1/31/19	01/31/2019	FLEX COMP DED PAY	101.203.2031500	4,216.62
GERTENS	2140/12	01/31/2019	103566	101.43.5200.443.60016	453.83
GLS COMPANIES	169039	02/05/2019	238594	101.41.1100.413.50032	2,420.95
HEALTHEAST MEDICAL TRANSPORTATION	19-1905	02/05/2019	19-1905	101.42.4000.421.30700	88.40
ICMA RETIREMENT TRUST - 457	INV0083534	02/01/2019	457 - ROTH AGE 50+	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	INV0083541	02/01/2019	ICMA-AGE <49 %	101.203.2031400	7,487.80
ICMA RETIREMENT TRUST - 457	INV0083542	02/01/2019	ICMA-AGE <49	101.203.2031400	5,035.00
ICMA RETIREMENT TRUST - 457	INV0083543	02/01/2019	ICMA-AGE 50+ %	101.203.2031400	453.69
ICMA RETIREMENT TRUST - 457	INV0083544	02/01/2019	ICMA-AGE 50+	101.203.2031400	4,864.79
ICMA RETIREMENT TRUST - 457	INV0083545	02/01/2019	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	88.57
ICMA RETIREMENT TRUST - 457	INV0083554	02/01/2019	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	2,077.29
ICMA RETIREMENT TRUST - 457	INV0083555	02/01/2019	ROTH IRA (AGE 50 & OVER)	101.203.2032400	500.00
ICMA RETIREMENT TRUST - 457	INV0083556	02/01/2019	ROTH-AGE <49 %	101.203.2032400	116.42
INVER GROVE HEIGHTS ANIMAL HOSPITAL	671676	02/05/2019	25529	101.42.4000.421.50070	124.12
IUOE	INV0083546	02/01/2019	UNION DUES IUOE	101.203.2031000	1,044.42
K.K. SPECIALIZED SERVICES, INC.	11/20/18	12/31/2018	11/20/18	101.43.5200.443.30700	125.00
LEAGUE OF MN CITIES	286508	01/31/2019	1/8/19	101.42.4000.421.50070	3,600.00
LELS	INV0083547	02/01/2019	UNION DUES (LELS)	101.203.2031000	1,624.00
LELS SERGEANTS	INV0083557	02/01/2019	UNION DUES (LELS SGT)	101.203.2031000	306.00
M & J SERVICES, LLC	1931	01/31/2019	1/11/19	101.43.5200.443.40046	3,825.00
MADISON NATIONAL LIFE INSURANCE COMPAN	1329759	02/05/2019	FEBRUARY 2019 GROUP #012439	101.203.2031700	2,680.04
MAPMO	2019 MEMBERSHIP	01/31/2019	2019 MEMBERSHIP	101.45.3300.419.50070	125.00
MCFOA	2019 APPLICATION FEE	01/24/2019	2019 APPLICATION FEE	101.41.1100.413.50070	36.00
METRO CITIES	108	01/31/2019	2019 METRO CITIES DUES	101.41.1000.413.50070	10,086.00
METROPOLITAN COUNCIL	JANUARY 2019	02/05/2019	JANUARY 2019	101.41.0000.3414000	(670.95)
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0083537	02/01/2019	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	294.18
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0083538	02/01/2019	JOHN VERDEJA FEIN/TAXPAYER ID: 4	101.203.2032100	158.74
MN CHIEFS OF POLICE ASSOCIATION	8690	01/31/2019	RENEWAL 2019	101.42.4000.421.50070	157.00
MN CHIEFS OF POLICE ASSOCIATION	8770	01/31/2019	2019 RENEWAL	101.42.4000.421.50070	157.00
MN DEPT OF NATURAL RESOURCES	2018 BOAT/MOTOR	01/24/2019	2018	101.42.4200.423.60040	1,200.00
MN DEPT OF REVENUE	18-Dec B	01/24/2019	Taxes	101.207.2070300	76.91
MN DEPT OF REVENUE	18-Dec B	01/24/2019	Taxes	101.207.2070300	0.16
MN DEPT OF REVENUE	INV0083559	02/01/2019	STATE WITHHOLDING	101.203.2030300	21,860.81
MN DEPT OF REVENUE	INV0083595	02/05/2019	STATE WITHHOLDING	101.203.2030300	394.23
MN LIFE INSURANCE CO	FEBRUARY 2019	02/05/2019	POLICY #0027324	101.203.2030900	3,489.92
MN LOCKS	101098252	12/31/2018	12/6/18	101.43.5200.443.60016	28.00
MN NCPERS LIFE INSURANCE	FEBRUARY 2019	02/05/2019	FEBRUARY 2019	101.203.2031600	320.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN STATE FIRE CHIEFS ASSOCIATION	200003513	02/05/2019	1/19/19	101.42.4200.423.50080	235.00
MNFIAM BOOK SALES	2629	02/05/2019	1/10/19	101.42.4200.423.30710	340.00
MRPA	9673	02/05/2019	1/24/19	101.41.1100.413.30500	125.00
NATURE CALLS, INC.	26094	12/31/2018	DECEMBER 2018	101.44.6000.451.40065	348.00
NEGOV	INV27130	01/24/2019	1/16/19	101.41.1100.413.30500	6,780.00
NEWMAN SIGNS INC	TRFINV008791	01/31/2019	INV-03-001	101.43.5200.443.60016	151.55
NORTHERN STAR COUNCIL	2019 RENEWAL	01/24/2019	2019 RENWAL	101.42.4200.423.50070	557.00
NRG ENERGY INC	000857294790	12/31/2018	008000127767	101.43.5400.445.40020	679.06
NRG ENERGY INC	000857294790	12/31/2018	008000127767	101.44.6000.451.40020	13.49
NRG ENERGY INC	000857294797	12/31/2018	NOVEMBER 2018	101.42.4200.423.40020	603.33
NRG ENERGY INC	000857294797	12/31/2018	NOVEMBER 2018	101.44.6000.451.40020	76.34
OCCUPATIONAL HEALTH CENTERS OF MINNESOTA	102904464	01/24/2019	N26-1351004654	101.43.5200.443.30700	55.00
OCCUPATIONAL HEALTH CENTERS OF MINNESOTA	102904464	01/24/2019	N26-1351004654	101.44.6000.451.30700	110.00
OXYGEN SERVICE COMPANY, INC	08230323	02/05/2019	04394	101.42.4000.421.60065	235.17
PERA	1/18/19	01/18/2019	PERA CREDIT	101.203.2030600	(15.49)
PERA	INV0083548	02/01/2019	PERA COORDINATED PLAN	101.203.2030600	38,990.60
PERA	INV0083549	02/01/2019	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,999.29
PERA	INV0083550	02/01/2019	PERA DEFINED PLAN	101.203.2030600	53.46
PERA	INV0083551	02/01/2019	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	53.46
PERA	INV0083552	02/01/2019	PERA POLICE & FIRE PLAN	101.203.2030600	18,144.34
PERA	INV0083553	02/01/2019	EMPLOYER SHARE (POLICE & FIRE PI	101.203.2030600	27,216.51
PERA	INV0083592	02/05/2019	PERA COORDINATED PLAN	101.203.2030600	811.46
PERA	INV0083593	02/05/2019	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	62.42
PINE BEND PAVING, INC.	19-102	01/31/2019	1/7/19	101.43.5200.443.60016	1,294.28
RESCUEPAX, LLC	289	12/31/2018	12/12/18	101.42.4200.423.60040	2,500.00
RESCUEPAX, LLC	290	12/31/2018	12/12/18	101.42.4200.423.60018	2,240.00
SHRED-IT	8126427803	01/31/2019	15212695	101.42.4000.421.30700	119.56
ST PAUL STAMP WORKS INC	430971	12/31/2018	12/10/18	101.42.4200.423.60045	823.00
ST PAUL STAMP WORKS INC	418313	02/05/2019	INVER002	101.45.3300.419.60040	73.07
STREICHER'S	i1347713	01/31/2019	285	101.42.4000.421.60018	984.09
TOTAL CONSTRUCTION & EQUIP.	7544	02/05/2019	WS18C1025	101.44.6000.451.40047	446.18
TYLER TECHNOLOGIES, INC	025-248199	01/31/2019	41443	101.41.2000.415.40044	438.00
ULINE	104584073	01/24/2019	16019552	101.42.4200.423.60011	107.82
UNIFIRST CORPORATION	090 0459127	01/31/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0459127	01/31/2019	1051948	101.44.6000.451.60045	30.19
UNIFIRST CORPORATION	090 0460326	01/31/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0460326	01/31/2019	1051948	101.44.6000.451.60045	30.19
UNITED STATES TREASURY	INV0083649	02/05/2019	ANDREW BRAVO - LEVY PROCEEDS	101.203.2031900	125.00
UNITED STATES TREASURY	2/1/19	02/05/2019	ANDREW BRAVO - LEVY PROCEEDS	101.203.2031900	125.00
VERIFIED CREDENTIALS, INC.	289741	02/05/2019	1/31/19	101.41.1100.413.30700	112.00
VERIFIED CREDENTIALS, INC.	289747	02/05/2019	1/31/19	101.41.1100.413.30500	179.50
WEBBER RECREATIONAL DESIGN, INC.	903	12/31/2018	12/24/18	101.44.6000.451.40047	2,155.00
Fund: 101 - GENERAL FUND					339,102.51
FRANKLIN OUTDOOR ADVERTISING - KEITH A. F	90259/90680	01/31/2019	JAN/FEB ADVERTISING	201.44.1600.465.50025	1,700.00
LIME VALLEY ADVERTISING, INC.	18691.02	12/31/2018	12/20/18	201.44.1600.465.50025	100.00
MEET MINNEAPOLIS	METRO	01/31/2019	2019 METRO MARKETING PROGRAM	201.44.1600.465.50025	4,500.00
ST PAUL ARENA COMPANY, LLC	SPAC0002777	12/31/2018	DECEMBER 2018	201.44.1600.465.50025	200.00
STAR TRIBUNE	12/31/18	12/31/2018	1000361111 DECEMBER	201.44.1600.465.50025	4,000.00
STAR TRIBUNE	I00280277-11152018	12/31/2018	1000361111	201.44.1600.465.50025	5,000.00
Fund: 201 - C.V.B. FUND					15,500.00
MADISON NATIONAL LIFE INSURANCE COMPANY	1329759	02/05/2019	FEBRUARY 2019 GROUP #012439	204.44.6100.452.20630	(86.86)
MN DEPT OF REVENUE	18-Dec B	01/24/2019	Taxes	204.207.2070300	159.82
ZERO GRAVITY ENTERTAINMENT	1/29/19	02/05/2019	DADDY DAUGHTER DATE NIGHT	204.44.6100.452.30700	300.00
Fund: 204 - RECREATION FUND					372.96
292 DESIGN GROUP, INC.	18040.00-3	02/05/2019	1/17/19	205.44.6200.453.30700	140.00
AEP ONSITE PARTNERS, LLC	419-21165234	01/24/2019	1/7/19	205.44.6200.453.40040	554.78
AEP ONSITE PARTNERS, LLC	419-21165234	01/24/2019	1/7/19	205.44.6200.453.40040	610.59
BIEBERT, CLAUDIA	12/10/18	12/31/2018	REIMBURSE - TRAININGS	205.44.6200.453.50070	96.43
BRUCE NELSON PLUMBING AND HEATING SERVICES	78242	12/31/2018	1/15/19	205.44.6200.453.80200	28,850.00
CAROL GARBER	12-14-18	12/31/2018	12-14-18	205.44.6200.453.40040	400.00
ECSI SYSTEM INTEGRATORS	257341	12/31/2018	912660	205.44.6200.453.40040	630.18
EDDY, NATHAN	1/22/19	02/05/2019	2019 3AA GIRLS FINAL	205.44.6200.453.30700	90.00
GARTNER REFRIGERATION & MFG, INC	W10549	12/31/2018	SVETE01	205.44.6200.453.40040	717.92
GARTNER REFRIGERATION & MFG, INC	W10564	12/31/2018	SVETE01	205.44.6200.453.40040	1,390.17
HORIZON COMMERCIAL POOL SUPPLY	SV181217061	12/31/2018	INV01	205.44.6200.453.40040	1,222.95
HUEBSCH SERVICES	4211113	01/24/2019	92965	205.44.6200.453.40040	69.37
HUEBSCH SERVICES	4211113	01/24/2019	92965	205.44.6200.453.40040	277.48
HULSTEIN, LINDA	1/7/19	01/24/2019	REFUND - LOW ENROLLMENT	205.44.0000.3493501	10.00
MACK, MARY	12/31/18	12/31/2018	REIMBURSE - CERTIFICATIONS	205.44.6200.453.50070	79.75
MEDICINE LAKE TOURS	1/11/19	02/05/2019	2/7/19 - 24 PASSENGERS	205.44.6200.453.50090	1,560.00
MILLER'S ELECTRIC	680	12/31/2018	12/21/18	205.44.6200.453.40040	150.00
MILLER'S ELECTRIC	690	02/05/2019	1/23/19	205.44.6200.453.40040	342.22
MILLER'S ELECTRIC	690	02/05/2019	1/23/19	205.44.6200.453.40040	1,026.65
MN DEPT OF REVENUE	18-Dec B	01/24/2019	Taxes	205.207.2070300	7,321.78
NAC MECHANICAL & ELECTRICAL SERVICE	156235	12/31/2018	8712-1	205.44.6200.453.40040	6,099.03
NAC MECHANICAL & ELECTRICAL SERVICE	156235	12/31/2018	8712-1	205.44.6200.453.40040	6,099.04
PETTY CASH - TERI O'CONNOR	2/4/19	02/05/2019	HIGH SCHOOL SECTIONALS	205.100.1010400	2,500.00
PUSH PEDAL PULL	228741	12/31/2018	3601401	205.44.6200.453.60040	93.00
SARA PEPIN-KERSWELL	1/10/19	01/24/2019	BIRTHDAY CANCELLATION REFUND	205.44.0000.3492900	191.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SCHWARTZ, BETH	12/31/18	12/31/2018	REIMBURSE-FULL BODY FLEXIBILITY	205.44.6200.453.50070	22.90
SERAFIMOV, TANIA	11/12/18	12/31/2018	REIMBURSE - YOGA THERAPY	205.44.6200.453.50070	13.40
SLOTREM, ALYSSA	11/30/18	12/31/2018	REIMBURSE - RENEWAL	205.44.6200.453.50070	69.40
STANEFSKI, MIKE	1/22/19	02/05/2019	2019 3AA GIRLS FINAL	205.44.6200.453.30700	90.00
SWEENEY, BRIAN	1/22/19	02/05/2019	2019 3AA GIRLS FINAL	205.44.6200.453.30700	90.00
T&M JOHNSON INC	9/19/18	12/31/2018	ST PAUL SETS	205.44.6200.3493501	1,680.00
TOTAL CONSTRUCTION & EQUIP.	7544	02/05/2019	WS18CI1025	205.44.6200.453.40040	955.27
TOTAL CONSTRUCTION & EQUIP.	7544	02/05/2019	WS18CI1025	205.44.6200.453.40040	955.27
TRINIA, SHANNON	1/17/19	12/31/2018	REFUND - REGISTRATION	205.44.0000.3493501	55.00
WIRKUS, KAYLA	8/20/18	12/31/2018	REIMBURSE - CPR TRAINING	205.44.6200.453.50070	20.00
ZIMMER, ERIC	11/8/18	12/31/2018	REIMBURSE - AEA RENEWAL	205.44.6200.453.50070	16.65
Fund: 205 - COMMUNITY CENTER					64,490.48
METROPOLITAN COUNCIL	JANUARY 2019	02/05/2019	JAN-19	404.43.0000.3432000	67,095.00
Fund: 404 - SEWER CONNECTION FUND					67,095.00
COST, PLANNING AND MANAGEMENT INTERNA	17098	12/31/2018	12/31/18	434.42.4200.423.30700	2,511.60
Fund: 434 - 2014 IMPROVEMENT FUND					2,511.60
B32 ENGINEERING GROUP, INC.	1031	02/05/2019	900-18-302	437.44.5900.737.30300	110.00
HANCE UTILITY SERVICES INC	7939	12/31/2018	11/27/18	437.44.5900.737.30700	185.00
KIMLEY-HORN & ASSOCIATES, INC.	12456119	12/31/2018	160509033.3	437.44.5900.737.30700	26,344.31
WSB & ASSOCIATES, INC.	R-011626-000-11	12/31/2018	HVP DOG PARK DEVELOPMENT	437.44.5900.737.30700	325.00
WSB & ASSOCIATES, INC.	R-013050-000-3	12/31/2018	HVP PHASE 2 DEVELOPMENT	437.44.5900.737.30700	8,397.50
XCEL ENERGY	1/22/19	02/05/2019	DOG PARK	437.44.5900.737.30700	160.78
Fund: 437 - 2017 IMPROVEMENT FUND					35,522.59
GREND AHL MECHANICAL, LLC.	PAY VO. NO. 2	01/23/2019	CITY PROJECT NO. 2018-13	438.73.5900.738.80200	20,900.00
SHORT ELLIOTT HENDRICKSON, INC.	362195	12/31/2018	4340	438.73.5900.738.30300	1,020.01
SRF CONSULTING GROUP, INC	10970.01-8	12/31/2018	12/31/18	438.42.4200.423.30300	3,152.50
SRF CONSULTING GROUP, INC	10970.02-7	12/31/2018	12/31/18	438.42.4200.423.30300	171.37
Fund: 438 - 2018 IMPROVEMENT FUND					25,243.88
AMERICAN ENGINEERING TESTING, INC.	905086	02/05/2019	INV001	440.74.5900.740.30340	2,107.66
BOLTON & MENK, INC.	0226247	12/31/2018	T18.117400	440.74.5900.740.30300	8,938.00
BOLTON & MENK, INC.	0227381	12/31/2018	T18.117400	440.74.5900.740.30300	9,117.00
BRAUN INTERTEC CORPORATION	B144210	12/31/2018	I09213	440.74.5900.740.30300	7,161.25
BRAUN INTERTEC CORPORATION	B146218	12/31/2018	I09213	440.74.5900.740.30300	4,449.70
BRAUN INTERTEC CORPORATION	B153491	12/31/2018	I09213	440.74.5900.740.30300	658.75
METZEN REALTY, INC.	86	12/31/2018	11/19/18	440.74.5900.740.30300	17,000.00
SRF CONSULTING GROUP, INC	09278.00-19	12/31/2018	11/30/18	440.74.5900.740.30300	2,898.70
SRF CONSULTING GROUP, INC	09278.00-20	12/31/2018	12/31/18	440.74.5900.740.30300	802.97
Fund: 440 - PAVEMENT MANAGEMENT PROJ					53,134.03
E-IGHWMO	1902	01/24/2019	2019 CONTRIBUTION	441.74.5900.741.50070	1,168.39
Fund: 441 - STORM WATER MANAGEMENT					1,168.39
WSB & ASSOCIATES, INC.	0-001702-290-4	12/31/2018	1/22/19	446.74.5900.746.30300	3,471.00
WSB & ASSOCIATES, INC.	R-012429-000-6	12/31/2018	12/1/18-12/31/18	446.74.5900.746.30300	9,433.00
Fund: 446 - NW AREA					12,904.00
GROUNDWATER & ENVIRONMENTAL SERVICES	838337	12/31/2018	3502029	449.45.3000.419.30700	1,400.00
J.D. NELSON CONSTRUCTION LLC.	1/16/19	01/24/2019	1/16/19	449.45.3000.419.30700	375.00
Fund: 449 - COMMUNITY PROPERTY					1,775.00
CITY OF WEST ST. PAUL	2019024	01/31/2019	OCTOBER-DECEMBER 2018	451.75.5900.751.30700	2,686.17
JOEL CARLSON	1/15/19	01/31/2019	FEBRUARY 2019	451.75.5900.751.30700	1,000.00
Fund: 451 - HOST COMMUNITY FUND					3,686.17
BLACKBERRY POINTE APARTMENTS	2ND HALF 2018 TIF	12/31/2018	2ND HALF 2018 BRENTWOOD HILLS T	453.57.9000.570.90100	144,926.74
BLACKBERRY POINTE APARTMENTS	2ND HALF 2018 TIF	12/31/2018	2ND HALF 2018 BRENTWOOD HILLS T	453.57.9000.570.90200	17,162.27
Fund: 453 - SE QUADRANT TIF DIST 4-1					162,089.01
JR'S APPLIANCE DISPOSAL	96925	01/31/2019	1/10/19	454.43.5500.446.40025	208.00
Fund: 454 - LANDFILL ABATEMENT					208.00
AUTOMATIC SYSTEMS CO.	33053S	01/24/2019	INVE01	501.50.7100.512.40040	376.05
AUTOMATIC SYSTEMS CO.	33054S	01/24/2019	INVE01	501.50.7100.512.40040	2,972.00
AUTOMATIC SYSTEMS CO.	33087	02/05/2019	432027339	501.50.7100.512.40040	251.05
CORE & MAIN LP	J977510	01/24/2019	099872	501.50.7100.512.75500	1,566.60
CORE & MAIN LP	J990252	01/24/2019	099872	501.50.7100.512.75500	5,290.90
FIRST SUPPLY LLC	1817321-00	01/24/2019	91125691	501.50.7100.512.40040	162.50
GOPHER STATE ONE-CALL	9000472	01/24/2019	MN00435	501.50.7100.512.30700	50.00
GRAINGER	9057479322	02/05/2019	806460150	501.50.7100.512.60016	127.05
HAWKINS, INC.	4430955	02/05/2019	INV001	501.50.7100.512.60019	658.80
HYDRODESIGNS, INC	0051039-IN	02/05/2019	INVERGR	501.50.7100.512.30700	1,247.25
LEAGUE OF MN CITIES	288384	02/05/2019	1/30/19	501.50.7100.512.50080	120.00
MN DEPT OF LABOR & INDUSTRY	ALR0091849I	01/24/2019	0000001298	501.50.7100.512.30700	100.00
MN DEPT OF REVENUE	18-Dec B	01/24/2019	Taxes	501.207.2070200	1,353.27
MN DEPT OF REVENUE	18-Dec B	01/24/2019	Taxes	501.207.2070300	136.96
MN GLOVE & SAFETY, INC.	314129	02/05/2019	CTINVE	501.50.7100.512.60045	119.97
NRG ENERGY INC	000857294790	12/31/2018	008000127767	501.50.7100.512.40020	1,308.70

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NRG ENERGY INC	000857294797	12/31/2018	NOVEMBER 2018	501.50.7100.512.40020	4,609.79
NRG ENERGY INC	0008577294798	12/31/2018	NOVEMBER 2018	501.50.7100.512.40020	3,179.18
OCCUPATIONAL HEALTH CENTERS OF MINNESOTA	102904464	01/24/2019	N26-1351004654	501.50.7100.512.30700	80.00
PLANT & FLANGED EQUIPMENT COMPANY	0073386-IN	02/05/2019	INV5000	501.50.7100.512.40043	415.20
SHERWIN-WILLIAMS	4987-1	01/24/2019	6682-5453-5	501.50.7100.512.40040	48.41
SOLBERG AGGREGATE CO	20779	12/31/2018	12/13/18	501.50.7100.512.60016	687.60
STANTEC CONSULTING SERVICES INC.	1459214	12/31/2018	92607	501.50.7100.512.30300	1,320.50
STATE OF MN-DEPT OF PUBLIC SAFETY	1907100472018 M-99006	02/05/2019	2520	501.50.7100.512.40040	100.00
STATE OF MN-DEPT OF PUBLIC SAFETY	1907100492018 M-99004	02/05/2019	2522	501.50.7100.512.40040	25.00
USABLUBOOK	780348	02/05/2019	656648	501.50.7100.512.40043	582.91
VALLEY-RICH CO, INC	26478	12/31/2018	R180802 12/31	501.50.7100.512.40046	5,623.28
Fund: 501 - WATER UTILITY FUND					32,512.97
GRAINGER	9067107582	02/05/2019	806460150	502.51.7200.514.40042	43.14
GRAINGER	9068519678	02/05/2019	806460150	502.51.7200.514.40042	64.40
METROPOLITAN COUNCIL	0001090833	01/24/2019	5084	502.51.7200.514.40015	163,794.63
MPCA	2019 CONFERENCE	01/31/2019	REGISTRATION - D. HELLING & J. JACI	502.51.7200.514.50080	780.00
NRG ENERGY INC	000857294790	12/31/2018	008000127767	502.51.7200.514.40020	5.03
OCCUPATIONAL HEALTH CENTERS OF MINNESOTA	102904464	01/24/2019	N26-1351004654	502.51.7200.514.30700	80.00
VIKING INDUSTRIAL CENTER	3156629	01/24/2019	103204	502.51.7200.514.40042	104.40
Fund: 502 - SEWER UTILITY FUND					164,871.60
MADISON NATIONAL LIFE INSURANCE COMPANY	1329759	02/05/2019	FEBRUARY 2019 GROUP #012439	503.52.8000.521.20630	(29.24)
MN DEPT OF HEALTH	2019 FBL-8905-6408	01/24/2019	2019 LICENSE	503.52.8300.524.50070	685.00
MN DEPT OF REVENUE	18-Dec B	01/24/2019	Taxes	503.207.2070300	421.87
NRG ENERGY INC	000857294790	12/31/2018	008000127767	503.52.8600.527.40020	35.49
Fund: 503 - INVER WOOD GOLF COURSE					1,113.12
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004211009	01/31/2019	14649	603.140.1450050	47.34
CRAWFORD DOOR SALES COMPANY	32717	12/31/2018	IN30652	603.00.5300.444.40040	145.00
EMERGENCY APPARATUS MAINTENANCE	103583	12/31/2018	11/26/18	603.00.5300.444.40041	2,001.49
EMERGENCY APPARATUS MAINTENANCE	103901	12/31/2018	12/14/18	603.00.5300.444.40041	913.93
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AW010919-6	01/31/2019	1/10/19	603.00.5300.444.40041	309.12
FACTORY MOTOR PARTS COMPANY	1-Z17048	01/31/2019	10799	603.140.1450050	99.93
HEALTH EAST	24564	12/31/2018	29049	603.00.5300.444.80700	57.10
HEALTH EAST	24739	12/31/2018	29437	603.00.5300.444.80700	3,495.78
HEALTH EAST	25418	12/31/2018	32531	603.00.5300.444.80700	14,677.61
HEALTH EAST	25420	12/31/2018	32689	603.00.5300.444.80700	1,210.12
HEALTH EAST	25422	12/31/2018	32550	603.00.5300.444.80700	3,309.36
INVER GROVE FORD	6276766/1	01/31/2019	1/7/19	603.00.5300.444.40041	1,405.36
MACQUEEN EMERGENCY GROUP	P01710	01/31/2019	INVER003	603.00.5300.444.40041	109.01
MACQUEEN EMERGENCY GROUP	P01730	01/31/2019	INVER003	603.00.5300.444.40041	258.78
MANSFIELD OIL COMPANY	296941	01/31/2019	23866-02-296941	603.140.1450060	10,271.80
MANSFIELD OIL COMPANY	296942	01/31/2019	23866-01-296942	603.140.1450060	5,948.75
MANSFIELD OIL COMPANY	298613	01/31/2019	23866-01-298613	603.140.1450060	863.18
MANSFIELD OIL COMPANY	298888	01/31/2019	23866-02-298888	603.140.1450060	982.77
METRO JANITORIAL SUPPLY INC	11014979	01/31/2019	1/11/19	603.00.5300.444.60012	780.87
MID CITY SERVICES, INC.	94907	01/31/2019	1/4/19	603.00.5300.444.40065	48.00
MID CITY SERVICES, INC.	95657	01/31/2019	1/18/19	603.00.5300.444.40065	48.00
MOTOROLA	16033208	01/31/2019	1000632209 0001	603.00.5300.444.80700	4,104.75
MTI DISTRIBUTING CO	1197993-00	01/24/2019	91180	603.00.5300.444.40041	970.40
NORTH AMERICAN TRAILER SALES	0304138014	01/31/2019	10095	603.00.5300.444.40041	123.22
NRG ENERGY INC	000857294797	12/31/2018	NOVEMBER 2018	603.00.5300.444.40020	753.90
NUSS TRUCK AND EQUIPMENT	4579224P	01/31/2019	38679B	603.00.5300.444.40041	88.55
O' REILLY AUTO PARTS	1767-373432	01/24/2019	1578028	603.00.5300.444.40041	167.02
O' REILLY AUTO PARTS	1767-373449	01/24/2019	1578028	603.00.5300.444.40041	28.20
O' REILLY AUTO PARTS	1767-373586	01/24/2019	1578028	603.00.5300.444.40041	211.28
O' REILLY AUTO PARTS	1767-373637	01/24/2019	1578028	603.00.5300.444.40041	3.49
O' REILLY AUTO PARTS	1767-373900	01/24/2019	1578028	603.00.5300.444.40041	(36.00)
OVERHEAD DOOR CO OF THE NORTHLAND	107814	12/31/2018	10/30/18	603.00.5300.444.40040	291.85
RDO EQUIPMENT COMPANY	W47538	12/31/2018	2556007	603.00.5300.444.40041	2,276.94
REED'S SALES & SERVICE	157029	12/31/2018	497	603.00.5300.444.40041	49.95
SEMA EQUIPMENT INC.	1235686	01/31/2019	4504309	603.00.5300.444.40041	90.03
SEMA EQUIPMENT INC.	1236095	01/31/2019	4504309	603.00.5300.444.40041	(56.60)
TOTAL CONSTRUCTION & EQUIP.	7544	02/05/2019	WS18CI1025	603.00.5300.444.40040	3,477.38
UNIFIRST CORPORATION	090 0459127	01/31/2019	1051948	603.00.5300.444.40065	153.48
UNIFIRST CORPORATION	090 0459127	01/31/2019	1051948	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	090 0460326	01/31/2019	1051948	603.00.5300.444.40065	169.98
UNIFIRST CORPORATION	090 0460326	01/31/2019	1051948	603.00.5300.444.60045	33.50
UNITED FARMS COOP	78661	12/31/2018	12/28/18	603.00.5300.444.40041	337.11
Fund: 603 - CENTRAL EQUIPMENT					60,255.23
US BANK EQUIPMENT FINANCE, INC.	37452474	01/24/2019	923425	604.00.2200.416.40050	2,555.00
Fund: 604 - CENTRAL STORES					2,555.00
AEP ONSITE PARTNERS, LLC	419-21165234	01/24/2019	1/7/19	605.00.7500.460.40020	282.28
HORWITZ NS/I	W47856	02/05/2019	CTYOFIGH	605.00.7500.460.40040	5,013.18
HUEBSCH SERVICES	4211112	01/24/2019	100075	605.00.7500.460.40065	120.52
HUEBSCH SERVICES	4219069	02/05/2019	100075	605.00.7500.460.40065	120.52
LONE OAK COMPANIES	1/22/19	01/24/2019	UTILITY BILLING	605.00.7500.460.50035	1,656.75
TOTAL CONSTRUCTION & EQUIP.	6794	12/31/2018	WS18CI1024	605.00.7500.460.40040	504.05

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 605 - CITY FACILITIES					7,697.30
CDW GOVERNMENT INC	QSC9239	02/05/2019	2394832	606.00.1400.413.60041	106.51
CDW GOVERNMENT INC	QSJ6751	02/05/2019	2394832	606.00.1400.413.60041	116.26
CDW GOVERNMENT INC	QPC2848	01/24/2019	2394832	606.00.1400.413.60041	533.04
CDW GOVERNMENT INC	QVG9598	02/05/2019	2394832	606.00.1400.413.60041	2,614.16
ESRI INC	93577939	02/05/2019	19729	606.00.1400.413.50070	33,711.22
MADISON NATIONAL LIFE INSURANCE COMPAN	1329759	02/05/2019	FEBRUARY 2019 GROUP #012439	606.00.1400.413.20630	(48.76)
OFFICE OF MN. IT SERVICES	DV18120490	01/24/2019	200B00171	606.00.1400.413.50070	310.00
STEPHEN NICHOLSON	655	02/05/2019	1/21/19	606.00.1400.413.80610	8,020.00
TDS METROCOM	1/13/19 651 457 7490	01/24/2019	651 457 7490	606.00.1400.413.50020	174.49
WORKS COMPUTING, INC.	30354	12/31/2018	INVER	606.00.1400.413.50070	22,317.00
WORKS COMPUTING, INC.	30417	12/31/2018	INVER	606.00.1400.413.30700	9,440.00
WORKS COMPUTING, INC.	30557	12/31/2018	INVER	606.00.1400.413.30700	5,840.00
WORKS COMPUTING, INC.	30674	12/31/2018	INVER	606.00.1400.413.30700	5,760.00
WORKS COMPUTING, INC.	30675	12/31/2018	INVER	606.00.1400.413.30700	6,400.00
WORKS COMPUTING, INC.	30715	12/31/2018	INVER	606.00.1400.413.60041	4,494.00
WORKS COMPUTING, INC.	30758	12/31/2018	INVER	606.00.1400.413.60041	351.40
WORKS COMPUTING, INC.	30806	12/31/2018	INVER	606.00.1400.413.30700	12,037.50
Fund: 606 - TECHNOLOGY FUND					112,176.82
EMMONS & OLIVIER RESOURCES	00095-0057-5	12/31/2018	10/29/18	702.229.2287302	322.50
EMMONS & OLIVIER RESOURCES	00095-0057-5	12/31/2018	IGH 2018 CONSTRUCTION OBSERVAT	702.229.2304602	59.00
GREAT HOME MN LLC	1/31/19	02/05/2019	ESCROW RELEASE 8811 AVIARY PATI	702.229.2296801	1,081.11
HENNEPIN COUNTY DISTRICT COURT	17428524/1728525	02/05/2019	ANGEL DUMAS	702.229.2291000	156.00
KENNEDY & GRAVEN	12/31/18	12/31/2018	NV125-00060	702.229.2309402	5,945.00
NORTHERN SERVICE CENTER	19WSCR18140601	02/05/2019	JAMES MASON	702.229.2291000	200.00
NORTHERN SERVICE CENTER	19WSVB1565652	02/05/2019	ERIC DREYLING	702.229.2291000	600.00
STREET FLEET	436136	12/31/2018	17498	702.229.2309402	55.24
Fund: 702 - ESCROW FUND					8,418.85
Grand Total					1,174,404.51

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Debt Management Policy

Meeting Date: February 11, 2019
Item Type: Consent
Contact: Kristi Smith 651-450-2521
Prepared by: Kristi Smith, Finance Director
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the Debt Management Policy.

SUMMARY

City Council reviewed the Debt Management Policy at the September 4, 2018 and December 3, 2018 work sessions and the December 10, 2018 council meeting. The policy does include a section on the self-imposed limitation at approximately 15%. The 2019-2023 Capital Improvement Plan estimates 15.5% in 2024.

I recommend approval of the Debt Management Policy.

CITY OF INVER GROVE HEIGHTS, MN
DEBT MANAGEMENT POLICY
ADOPTED:

PURPOSE

This policy establishes goals, guidelines and limits on the use of general obligation long-term debt by the city to ensure ongoing financial stability and health and the appropriate use of limited resources in conjunction with meeting and maintaining its capital asset needs.

INTRODUCTION

Under Minnesota Statutes Chapter 475 and the City Code, the City of Inver Grove Heights has the authority to issue long-term obligations to finance non-current expenses for various municipal purposes. The use of borrowing and debt is an important and flexible resource source available to the city. Debt is a mechanism which allows capital improvements to proceed when needed, in advance of when it may otherwise be possible. It can reduce long-term costs due to inflation, prevent lost opportunities, and equalize the costs of improvements to present and future beneficiaries.

Debt should only be issued within the confines of sound cash management and structurally sound budgets. Adequate resources must be provided for the repayment of debt and the level of debt incurred by the city must be effectively controlled to amounts that are manageable and within levels that will maintain or enhance the city's credit rating. A goal of debt management is to stabilize the overall debt burden and future tax levy or fee level requirements to ensure that the obligations can be repaid and prevent default. The fiscal and service flexibility advantages of debt issuance must be balanced against overuse, which can otherwise place a burden on the fiscal resources of the city and its taxpayers.

General obligation debt guidelines

The city will comply with all state and federal laws for debt issuance and ongoing debt management. The following policies provide a framework and limit on the use of long-term debt of the city:

- It is the city's intent to restrict the use of general obligation long-term borrowing to planned capital improvements adopted in the five-year Capital Improvement Plan, however, long-term borrowing may be used in emergencies outside the city's control.
- For non-utility capital spending, the city will review possible internal funding sources along with any other grants and/or loans available so as to limit the use of debt. Recommended funding sources should be considered the most prudent use of those funds.
- For the city's rate-based utilities, the city will issue debt as needed for capital construction and may be done in conjunction with an update to rate analysis.
- Total general obligation debt of the city will not exceed the state limitation of three percent of the total market valuation of taxable property in the city.
- The city will limit the term of any bonds issued such that the repayment period does not exceed the expected useful life of the asset(s) being financed.

- The city will work with a qualified, third-party municipal financial advisor and bond counsel in all aspects related to the sale and monitoring of every bond issued including written recommendations. The city will not use a single firm to act as both financial advisor and underwriter of a bond issue in order to avoid potential conflicts of interest.
- The city will select a method of sale that achieves its debt management and affordability objectives while maximizing the financial benefit to the city. Such sales may be competitive or negotiated, depending upon the project and market conditions but will be recommended by the financial consultant along with reasoning for the chosen method.
- The city will maintain open communications with bond rating agencies regarding its financial condition and will follow all disclosure, monitoring and maintenance requirements.
- The city will periodically review refunding mechanisms available to reduce interest costs and will exceed state guidelines and conform to best practice standards as to minimum present value savings to be attained through such refunding.
- The city will strive to maintain the highest level of bond rating as determined by at least one of the major bond rating agencies, i.e. Moody's, Standard & Poor's and Fitch.

Bank qualified bonds

Under federal law, local governments may issue a maximum annual level of tax-exempt bonds qualified for specific bank tax deduction purposes, which under most market conditions has the effect of lowering the rate of interest for issuance by the city. If in any given calendar year, the government issues more than the maximum annual level of bank qualified (BQ) debt provided in federal law, none of that year's issuance receives the lower rate qualification.

The city will prioritize its use of its annual allocation of BQ debt. Obligations issued in any calendar year by the City of Inver Grove Heights for its own primary purposes and/or assets will take priority for use of the city's BQ Allocation before considering any tax-exempt financing for other local governments or other entities as conduit debt.

Self-imposed limitations on the amount of debt

The City of Inver Grove Heights elects to limit the amount of debt to be repaid in any given year to a maximum debt levy amount of approximately 15% of the total city-wide levy. The city should not purposefully structure principal repayments simply to comply with this requirement. City staff shall report compliance with the maximum self-imposed debt levy limit during each bond issuance and minimally as part of the annual budget debt review.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Temporary Liquor License – Church of St. Patrick

Meeting Date: February 11, 2019
 Item Type: Consent
 Contact: 651-450-2513
 Prepared by: Michelle Tesser
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider approval of the request from Church of St. Patrick for a temporary liquor license on April 5, 2019.

SUMMARY:

Pursuant to City Code Section 4-1-4 a temporary on-sale intoxicating liquor license may be issued to a club, charitable, religious, or other nonprofit organization in existence for at least three (3) years. The temporary license may only be issued in conjunction with a social event within the municipality sponsored by the licensee and may only be issued for a period not to exceed four (4) consecutive days.

The Church will be hosting an event and the sale of liquor will be in conjunction with this event. A certificate of liability insurance was provided to the City.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE

Meeting Date: February 11, 2019
 Item Type: Consent
 Contact: Nicole Cook: 651-450-2491
 Prepared by: Nicole Cook, Rental and Code
 Compliance Coordinator
 Reviewed by: Dennis Haugland, 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 one (1) rental license.

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:

- KIMBERLY BASTING, PROPERTY MGR: 7541 BANNING WAY

The above application has been found to be complete. The application includes the necessary fee payment and the BCA background check. 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

BEREAN BAPTIST CHURCH - CASE NO. 19-03CUP

Meeting Date: February 11, 2019

Item Type: Consent

Contact:  Heather Botten 651.450.2569

Prepared by: Heather Botten, Associate 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 to allow a 26,800 square foot church to operate at property located at 5300 South Robert Trail.

- Requires a 4/5ths vote.
- 60-day deadline: March 11, 2019 (first 60 days)

SUMMARY

The applicant would like to lease about 26,800 square feet of the existing Salem Square building for a church. Churches are a conditional use in the B-3, General Business district. No new buildings are proposed for the property, access to the site is not changing and there are no changes to the exterior of the building or the parking lot.

The property has 167 parking spaces, complying with code requirements. The busiest time for the Church would be Sunday mornings between 9 am – noon. The current mix of users in the building are not high parking generators on weekends. Staff does not believe parking would be an issue with a church as the primary tenant.

The proposed request meets the Conditional Use Permit criteria relating to the Comprehensive Plan and zoning consistency, the use is compatible with surrounding properties, and there are no environmental impacts, or public health and safety impacts.

Planning Staff: Based on the information provided and the conditions listed in the attached resolution, staff is recommending **approval** of the Conditional Use Permit to allow a Church to operate out of 26,800 square feet an existing building located in the B-3, General Business district.

Planning Commission: Recommended **approval** of the request at their February 5, 2019 meeting with the conditions listed in the attached resolution (8-0).

Attachments: CUP Resolution
Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A CHURCH TO
BE OPERATED OUT OF AN EXISTING BUILDING LOCATED IN THE B-3 GENERAL
BUSINESS DISTRICT**

Berean Baptist Church
Case No. 19-03CUP

WHEREAS, the request is for the property located at 5300 S. Robert Trail Suite 200 and legally described as:

SEE EXHIBIT A

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

WHEREAS, a church is listed as a conditional use within the B-3, General Business zoning district;

WHEREAS, the church would utilize about 27,000 square feet of the existing building;

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

WHEREAS, 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 February 5, 2019;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow a church to be operated out of an existing building located in a B-3 district is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the plans on file with the Planning Division.
2. All signage requires issuance of sign permits complying with the B-3 district standards.
3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
4. Plans and approvals are subject to the review and approval by the City Engineer.
5. If there are any changes made to roof top equipment, or adding equipment, all roof top equipment must be substantially screened from the street. Any large scale ground mechanical equipment must also be screened with adequate landscape material.
6. If there are any changes made to lighting on the site, all parking lot and building lighting on site shall be a down cast "shoe-box" style or cut-off style and the bulb shall not visible from property lines.

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 11th day of February, 2019.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A
SHOPPING CENTER LEGAL DESCRIPTION

PARCEL A:

32-28-22
That part of the following described part of the East One Half of the Northwest Quarter of Section 32, Township 28, Range 22, Dakota County, Minnesota, lying easterly of the easterly line of Trunk Highway No. 52 and lying easterly and southerly of the easterly and southerly lines of Trunk Highway No. 494 shown as Parcel 29 on the plats designated as Minnesota Department of Transportation Right of Way Plats Number 19-62 and 19-63 on file and of record in the Office of the County Recorder and the Registrar of Titles in and for Dakota County, Minnesota, and as said Plat Number 19-62 has been corrected by Certificate of Correction filed for record with said Registrar of Titles on the 31st day of October, 1983, at 9:00 a.m., as Document Number 132438: Commencing at the northwest corner of said Northeast Quarter of the Northwest Quarter; thence South 0 degrees 03 minutes 15 seconds West, assumed bearing, along the west line of the East One Half of said Northwest Quarter a distance of 1621.62 feet more or less to a point on said west line distant 1017.00 feet north of the southwest corner of said Southeast Quarter of the Northwest Quarter and the point of beginning of the parcel to be described; thence South 89 degrees 56 minutes 44 seconds East, parallel with the east-west quarter line of said Section 32, a distance of 528.00 feet; thence North 0 degrees 03 minutes 15 seconds East along the east line of the west 528.00 feet of said Southeast Quarter of the Northwest Quarter a distance of 9.90 feet; thence South 89 degrees 56 minutes 44 seconds East, parallel with said east-west quarter line, a distance of 102.30 feet; thence North 6 degrees 20 minutes 36 seconds West a distance of 345.11 feet along a straight line which intersects the north line of said Northeast Quarter of the Northwest Quarter at a point 450 feet east of the place of commencement; thence North 89 degrees 45 minutes 16 seconds West along a line parallel with and 1264.61 feet south of the north line of said Northeast Quarter of the Northwest Quarter a distance of 591.85 feet to a point on the west line of said East One Half distant 1264.62 feet southerly of said point of commencement; thence South 0 degrees 03 minutes 15 seconds West along the west line of said East One Half a distance of 354.83 feet to the point of beginning.

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

HEARING DATE: February 5, 2019

CASE NO: 19-03CUP

APPLICANT: Berean Baptist Church

PROPERTY OWNER: D & T Property, Inc.

REQUEST: Conditional Use Permit to allow the operation of a Church in a B-3 zoned property

LOCATION: 5300 South Robert Trail

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botten
Associate Planner



BACKGROUND

The subject property is commonly known as Salem Square and is 3.76 acres in size. The applicant would like to lease about 27,000 square feet of the existing building for Berean Baptist Church. Church's are a permitted use in the P, Public/Institutional district and conditional uses in the B-3, General Business district.

The building is about 51,684 square feet in size. The proposed church would utilize about half the existing Pawn America space and the entire Gateway Church space. Berean Baptist Church would be the primary tenant in the strip mall along with Pawn America, Salem Liquor, River Heights Chiropractic and a credit union as other tenants. No new buildings are proposed for the property and there are no changes to the exterior of the building or the parking lot.

The specific request consists of the following:

- A.) A **Conditional Use Permit** to allow a Church to be operated out of an existing building located in a B-3, General Business Zoning District

EVALUATION OF THE REQUEST

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

North - I-494

East - Salem Green Apartments, zoned R-3C; guided High Density Residential

West - Hwy 3, I-494, and Sunfish Lake

South - Park Dental, zoned B-3; guided Regional Commercial

SITE PLAN REVIEW

Setbacks. There are no changes or additions proposed to the exterior of the building or parking lot at this time.

Access. Access to the site is not changing.

Lighting. Lighting on the property is not changing. If there are any changes made to lighting on the site, all parking lot and building lighting on site shall be a down cast “shoe-box” style or cut-off style and the bulb shall not visible from property lines.

Parking. City Code requires one parking space per 3.5 seats based on design capacity; the worship center would seat a maximum of 400 people, requiring 114 parking spaces. The property has 167 parking spaces, complying with code requirements. The busiest time for the Church would be Sunday morning between 9 am – noon. The current mix of users in the building are not high parking generators on weekends. Staff does not believe parking would be an issue with a church as the primary tenant.

Landscaping/Screening. The proposed use does not require any additional landscaping on the property.

Rooftop Equipment. If there are any changes made to roof top equipment, or adding equipment, all roof top equipment must be substantially screened from the street. Any large scale ground mechanical equipment must also be screened with adequate landscape material.

Signage. All signs for the site, including wall and pylon, require a separate sign permit and shall conform to the sign size requirements of the B-3 zoning district.

Engineering. Engineering has received the plans. Plans and approvals are subject to the review and approval by the City Engineer.

Other Departments. All plans shall be subject to the review and approval of the City Fire Marshal and the City Building Official. Any changes to the building will have to be in compliance with building and fire codes.

GENERAL CONDITIONAL USE PERMIT REVIEW

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

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

The site is currently designated in the Comprehensive Plan as RC, Regional Commercial. The use of a church is consistent with the goals and policies of the Comprehensive Plan.

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

The proposed church would be located on a property that is zoned B-3, General Business. A church is a conditional use in the B-3 district; with approval of the CUP, the proposed use would be in compliance with the Zoning Ordinance.

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

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

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.*

There would not be any adverse impacts with the use of a Church on the property relating to City services.

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

i. Aesthetics/exterior appearance

The existing structure would not change.

ii. Noise/traffic

The traffic generated from the proposed use would not generate noises that are inconsistent with commercial zoning. The use would typically be a low traffic generator.

iii. Fencing, landscaping and buffering

The site is already developed and no additional buildings are being proposed. Landscaping and screening are not required for this request.

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

The size and shape of the parcel and building are appropriate for the proposed use. Access to the site is not changing. Fire and building code requirements would be addressed with building permits to occupy the building.

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

The use would not 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.*

The proposed use would not have any impacts to the environment.

ALTERNATIVES

- A. **Approval:** If the Planning Commission finds the application acceptable, the following request should be recommended for approval:
- Approval of the **Conditional Use Permit** to allow a church to be operated out of an existing building located in a B-3 zoned property subject to the following conditions:
 1. The site shall be developed in substantial conformance with the plans on file with the Planning Division.
 2. All signage requires issuance of sign permits complying with the B-3 district standards.
 3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
 4. Plans and approvals are subject to the review and approval by the City Engineer.
 5. If there are any changes made to roof top equipment, or adding equipment, all roof top equipment must be substantially screened from the street. Any large scale ground mechanical equipment must also be screened with adequate landscape material.
 6. If there are any changes made to lighting on the site, all parking lot and building lighting on site shall be a down cast “shoe-box” style or cut-off style and the bulb shall not visible from property lines.
- B. **Denial.** If the Planning Commission does not favor the proposed application, the above requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Based on the preceding report, Staff recommends **approval** of the request with the conditions listed in Alternative A.

Attachments: Exhibit A – Zoning and Location map
Exhibit B – Applicant narrative
Exhibit C- Site Plan



309 County Road 42 East
Burnsville, MN 55306
952.432.7168
bereanbaptist.com

January 17, 2019

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

To Whom It May Concern,

We are submitting our application for a conditional use permit for the property located at 5300 South Robert Trail, Inver Grove Heights. Berean Baptist Church in Burnsville has been serving the South Metro for 55 years. We have been blessed with continued growth and have begun executing a multisite strategy. We currently have our central campus in Burnsville, a campus in Lakeville, and would love the opportunity to have a location in Inver Grove Heights.

The main usage of the facility would take place on the weekends. Our weekend services would take place on Sunday mornings between 9 am and 12 pm. Nine o'clock would be our small group/educational time. This would include classes for all ages. Our worship service would begin at 10:30 am and conclude by noon. Our worship center would seat a maximum of 400 people. Our staff (5-6 people) at this facility would have offices as well and could conduct meetings and trainings throughout the week during normal business hours. There would be the potential to host smaller bible studies on weeknights, but those groups would be less than fifty people. If in the case a larger event would need to take place in an abnormal time for various reasons, we would be good considerate neighbors, communicate with the local businesses, and assist them with the necessary adjustments. With our current model and strategy in Lakeville, we would anticipate our traffic flow and parking needs being very similar. We would anticipate 40-50 cars between the 9-10 am hours on Sunday morning with our educational programming and an additional 40-50 cars joining them in the 10:30-12:00 hours. Our initial estimate is for 300 people in attendance at 2.5 people per car for 120 parking spaces.

Thank you for your consideration and assistance in this process.

Sincerely

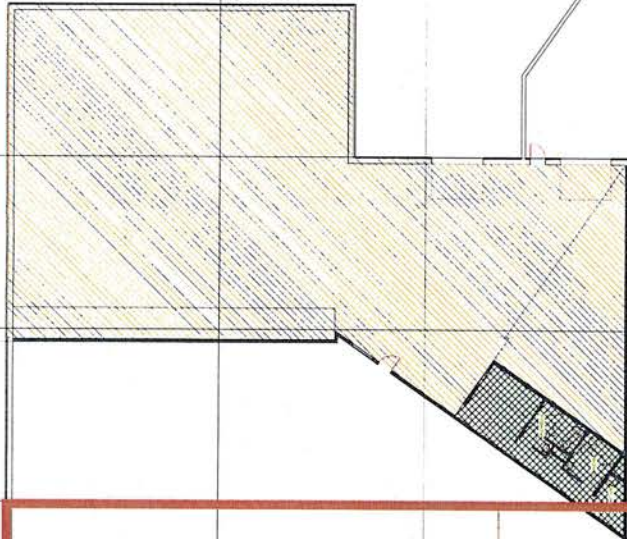
Tony Manning
Executive Pastor
Berean Baptist Church
952-223-1804

GATHER • GROW • GIVE • GO



PROPOSED
BEREAN BAPTIST CHURCH
26,819 SF

OLD HOME VALUE SPACE



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for Nuisance Abatement 2018

Meeting Date: February 11, 2019
 Item Type: Consent Agenda
 Contact: Nicole Cook, 450-2491
 Prepared by: Nicole Cook, 450-2491
 Reviewed by: Allan Hunting, City Planner,
 Interim Community Development
 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

The City Council is to consider:

- 1) A Resolution Declaring Costs to be Assessed and Ordering the Preparation of the Proposed Assessments for 2018 Nuisance Abatement
- 2) A Resolution Calling for a Hearing on Proposed Special Assessments

BACKGROUND

Costs to be assessed pertain to the City having to cut grass and remove garbage and refuse in order to abate a nuisance. City Code stipulates the grass height cannot exceed 8 inches in height. The property owners have been given the opportunity to submit payment for the work but have not done so.

When a complaint is received, an inspection is performed, and the property owner is contacted and given seven (7) days in which to cut their grass. If the work is not done by the property owner, the City will cut the grass and assess the property.

Refuse that is considered a hazardous or public nuisance must also be removed within seven (7) days or the items will be removed and the cost assessed to the property.

There is a total of \$5,194.12 in assessments for 2018.

Staff recommends adopting the attached:

- 1) Resolution Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments
- 2) A Resolution Calling for a Hearing on Proposed Special Assessments

Enc: Resolutions (2)

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

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING
PREPARATION
OF PROPOSED ASSESSMENTS**

**CITY PROJECT NUISANCE ABATEMENT 2018
RESOLUTION NO. _____**

WHEREAS, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2018 Nuisance Abatement

WHEREAS, the total final project cost is \$5,194.12

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

1. The amount to be specially assessed for City Project Nuisance Abatement 2018 is hereby declared to be \$5,194.12
2. The City Clerk, with the assistance of the City Administrator, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights, Minnesota this 11th day of February of 2019.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

SPECIAL ASSESSMENTS 2018

2018 SPECIAL ASSESSMENTS

201142003010	3800 75 TH STREET	\$1,427.04
204325104070	5924 CONCORD BLVD	\$323.68
203655005041	3950 65 TH STREET	\$375.45
201142001010	75 TH STREET AND DEHRER CT	\$315.32
201142005010	7515 CLOMAN WAY	\$599.00
207115301010	3990 69 TH STREET	\$726.59
201142003010	3800 75 TH STREET	\$1,427.04

TOTAL: \$5,194.12

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

RESOLUTION CALLING FOR HEARING ON SPECIAL ASSESSMENTS

CITY PROJECT NUISANCE ABATEMENT 2018

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on February 11, 2019, the City Clerk was directed to prepare proposed assessments of the costs of abatement as follows:

2018 Abatements

WHEREAS, the City Clerk has notified the City Council that such assessments have been completed and filed in the City Clerk's office for public inspection.

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

1. A hearing shall be held on March 25, 2019 in the City Council Chambers, 8150 Barbara Avenue at 7:00 p.m. to consider upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 11th day of February, 2019.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 11, 2019
Item Type: Consent
Contact: Judy Thill, 651-450-2495
Prepared by: Judy Thill, Fire Chief
Reviewed by: n/a

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Sale of General Obligation Capital Improvement Plan Bonds

PURPOSE/ACTION REQUESTED Request approval of the Pay Application #3 for \$566,675.00 to Jorgenson Construction for Project 2014-10 Fire Station #2 New Construction.

SUMMARY

At the September 10, 2018 Council meeting, Council accepted bids and awarded the contract to Jorgenson Construction in the amount of \$8,665,000.00 for the construction of the new Fire Station #2. Construction began in October 2018. Jorgenson Construction has submitted Pay Application #3 in the amount of \$566,675.00 for work completed through January 30, 2019.

Staff recommends payment of Pay Application #3 for the amount of \$566,675.00 to Jorgenson Construction for Project 2014-10 Fire Station #2 New Construction.

Attachments: Pay Application #3

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

ESTIMATE NO: 3 (Three)
DATE: February 11, 2019
PERIOD ENDING: January 30, 2019
PROJECT NO: 2014-10 Fire Station #2 New Construction

TO: Jorgenson Construction Inc.
9255 East River Road NW
Minneapolis, MN 55433-5722

Original Contract Amount	\$8,665,000.00
Total Addition (Change Order No. 1)	\$2,558.00
Total Deduction (Change Order No. 1)	\$0.00
Total Contract Amount.....	\$8,667,558.00
Total Value of Work to Date.....	\$2,017,000.00
Less Retained (5%).....	\$100,850.00
Less Previous Payment.....	\$1,349,475.00
Total Approved for Payment this Voucher.....	\$566,675.00
Total Payments including this Voucher	\$1,916,150.00

Approvals:

Pursuant to our field observation, I hereby recommend payment for the above stated amount of work performed through January 30, 2019.

Signed by:	_____	_____
	Judy Smith Thill, Fire Chief	Date

Signed by:	_____	_____
	Jorgenson Construction	Date

Signed by:	_____	_____
	George Tourville, Mayor	Date



INVOICE NO. 1242

BILL TO:

CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077

VIA:

WENDEL SGN ARCHITECTURE, INC.
ATTN: ABBY HAMMES/ROBERT KRZYNOWSKI
401 2ND AVENUE SOUTH, SUITE 206
MINNEAPOLIS, MN 55401

INVOICE DATE	INVOICE NO.	PAYMENT TERMS	PO NUMBER
01/30/18	1242	NET 30 DAYS	

INVER GROVE HEIGHTS FIRE STATION #2

JCI JOB NUMBER: 6582

AS PER ATTACHED APPLICATION AND CERTIFICATE FOR
PAYMENT NUMBER THREE

\$566,675.00

AMOUNT NOW DUE: \$566,675.00

AIA Type Document
Application and Certification for Payment

Page 1 of 8

TO (OWNER): City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

PROJECT: INVER GROVE HGTS FIRE STN #2
9250 COURTHOUSE BLVD
INVER GROVE HEIGHTS, MN 55077

APPLICATION NO: 3
PERIOD TO: 1/31/2019

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Jorgenson Construction Inc.
9255 East River Road NW
Minneapolis, MN 55433

VIA (ARCHITECT): Wendel SGN Architecture, Inc.
401 2nd Avenue North
Suite 206
Minneapolis, MN 55401

ARCHITECT'S PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No. 2

CONTRACT DATE: 9/12/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM \$ 8,665,000.00

2. Net Change by Change Orders \$ 2,558.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 8,667,558.00

4. TOTAL COMPLETED AND STORED TO DATE \$ 2,017,000.00

5. RETAINAGE:

a. 5.00 % of Completed Work \$ 100,850.00

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 100,850.00

6. TOTAL EARNED LESS RETAINAGE \$ 1,916,150.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 1,349,475.00

8. CURRENT PAYMENT DUE \$ 566,675.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 6,751,408.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	2,558.00	0.00
Total approved this Month	0.00	0.00
TOTALS	2,558.00	0.00
NET CHANGES by Change Order	2,558.00	

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 the owner, and that current payment shown herein is now due.

CONTRACTOR: Jorgenson Construction Inc.
9255 East River Road NW Minneapolis, MN 55433

By: Stanley Jorgenson / President

Date: 1-30-19

State of: MN

County of: Anoka

Subscribed and Sworn to before me this 30

Notary Public: Scott A Gacek

My Commission Expires: 1/31/22



ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to 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. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: [Signature]

Date: 2/1/19

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 or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

Page 2 of 8

TO (OWNER): City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

PROJECT: INVER GROVE HGTS FIRE STN #2
9250 COURTHOUSE BLVD
INVER GROVE HEIGHTS, MN 55077

APPLICATION NO: 3
PERIOD TO: 1/31/2019

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Jorgenson Construction Inc.
9255 East River Road NW
Minneapolis, MN 55433

VIA (ARCHITECT): Wendel SGN Architecture, Inc.
401 2nd Avenue North
Suite 206
Minneapolis, MN 55401

ARCHITECT'S
PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Mobilization	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	250.00
2	Bonds	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00	0.00	5,500.00
3	Surveying	9,500.00	5,290.00	0.00	0.00	5,290.00	55.68	4,210.00	264.50
4	Supervision	120,000.00	30,000.00	7,000.00	0.00	37,000.00	30.83	83,000.00	1,850.00
5	Project Closeout Documents	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
6	Dumpsters	12,000.00	0.00	1,900.00	0.00	1,900.00	15.83	10,100.00	95.00
7	Construction Cleanup	6,500.00	1,000.00	500.00	0.00	1,500.00	23.08	5,000.00	75.00
8	Final Cleaning	9,000.00	0.00	0.00	0.00	0.00	0.00	9,000.00	0.00
9	Safety-Exterior	2,800.00	500.00	350.00	0.00	850.00	30.36	1,950.00	42.50
10	Safety-Interior	2,200.00	0.00	0.00	0.00	0.00	0.00	2,200.00	0.00
11	Temp. Water	2,100.00	1,200.00	150.00	0.00	1,350.00	64.29	750.00	67.50
12	Temp. Electric	5,000.00	1,180.00	350.00	0.00	1,530.00	30.60	3,470.00	76.50
13	Temp. Natural Gas	14,000.00	9,500.00	1,500.00	0.00	11,000.00	78.57	3,000.00	550.00
14	Construction Toilet	3,500.00	1,150.00	300.00	0.00	1,450.00	41.43	2,050.00	72.50
15	Job Trailer (Moving/Pickup)	1,000.00	500.00	0.00	0.00	500.00	50.00	500.00	25.00
16	Storage Container	1,200.00	300.00	100.00	0.00	400.00	33.33	800.00	20.00
17	Phone	1,500.00	300.00	150.00	0.00	450.00	30.00	1,050.00	22.50
18	Truck/Fuel	4,000.00	700.00	400.00	0.00	1,100.00	27.50	2,900.00	55.00
19	Equipment/Diesel	5,500.00	1,050.00	500.00	0.00	1,550.00	28.18	3,950.00	77.50
20	Entrance Gates/Fence	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	75.00
21	Temp. Site Signage	850.00	850.00	0.00	0.00	850.00	100.00	0.00	42.50

AIA Type Document
Application and Certification for Payment

Page 3 of 8

TO (OWNER): City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

PROJECT: INVER GROVE HGTS FIRE STN #2
9250 COURTHOUSE BLVD
INVER GROVE HEIGHTS, MN 55077

APPLICATION NO: 3
PERIOD TO: 1/31/2019

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Jorgenson Construction Inc.
9255 East River Road NW
Minneapolis, MN 55433

VIA (ARCHITECT): Wendel SGN Architecture, Inc
401 2nd Avenue North
Suite 206
Minneapolis, MN 55401

ARCHITECT'S
PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Temp. Enclosures	11,500.00	5,000.00	0.00	0.00	5,000.00	43.48	6,500.00	250.00
23	Tools/Fasteners	2,300.00	120.00	200.00	0.00	320.00	13.91	1,980.00	16.00
24	Propane/Heaters	4,000.00	1,950.00	1,000.00	0.00	2,950.00	73.75	1,050.00	147.50
25	Building Natural Gas	17,500.00	0.00	0.00	0.00	0.00	0.00	17,500.00	0.00
26	Street Cleaning/Snow Removal	3,750.00	1,700.00	0.00	0.00	1,700.00	45.33	2,050.00	85.00
27	Earthwork/Site Clearing/Erosion Control	426,414.00	320,250.00	23,341.00	0.00	343,591.00	80.58	82,823.00	17,179.55
28	Site Utilities	149,182.00	133,000.00	12,087.00	0.00	145,087.00	97.26	4,095.00	7,254.35
29	Asphalt Paving	101,360.00	0.00	0.00	0.00	0.00	0.00	101,360.00	0.00
30	Unit Paving	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00	0.00
31	Chain Link Fences & Gates	7,026.00	0.00	0.00	0.00	0.00	0.00	7,026.00	0.00
32	Retaining Wall	38,880.00	0.00	0.00	0.00	0.00	0.00	38,880.00	0.00
33	Landscaping-Plants/Grass	57,194.00	0.00	0.00	0.00	0.00	0.00	57,194.00	0.00
34	Landscaping-Irrigation	14,522.00	0.00	0.00	0.00	0.00	0.00	14,522.00	0.00
35	Site Concrete- Walks/Paving/Trench Drains	217,000.00	0.00	0.00	0.00	0.00	0.00	217,000.00	0.00
36	Site Concrete- Curb & Gutter	40,550.00	0.00	0.00	0.00	0.00	0.00	40,550.00	0.00
37	Concrete	544,200.00	231,168.00	86,780.00	0.00	317,948.00	58.42	226,252.00	15,897.40
38	Concrete-Winter Conditions	58,900.00	46,700.00	6,500.00	0.00	53,200.00	90.32	5,700.00	2,660.00
39	Precast Concrete Plank-Shop Drawings/Eng.	6,644.00	6,644.00	0.00	0.00	6,644.00	100.00	0.00	332.20
40	Precast Concrete Plank	159,471.00	134,556.00	0.00	0.00	134,556.00	84.38	24,915.00	6,727.80
41	Masonry/Brick	775,103.00	98,000.00	77,330.00	0.00	175,330.00	22.62	599,773.00	8,766.50

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DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

ARCHITECT'S
PROJECT NO: 600801

CONTRACT DATE: 9/12/2018

[illegible]

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DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

ARCHITECT'S
PROJECT NO: 600801

CONTRACT DATE: 9/12/2018

[illegible]

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DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

ARCHITECT'S
PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

[illegible]

AIA Type Document
Application and Certification for Payment

Page 7 of 8

TO (OWNER): City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

PROJECT: INVER GROVE HGTS FIRE STN #2
9250 COURTHOUSE BLVD
INVER GROVE HEIGHTS, MN 55077

APPLICATION NO: 3
PERIOD TO: 1/31/2019

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Jorgenson Construction Inc.
9255 East River Road NW
Minneapolis, MN 55433

VIA (ARCHITECT): Wendel SGN Architecture, Inc.
401 2nd Avenue North
Suite 206
Minneapolis, MN 55401

ARCHITECT'S
PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
102	Chimney/Stacks	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
103	Boilers	50,000.00	0.00	0.00	0.00	0.00	0.00	50,000.00	0.00
104	Unit Heaters	10,500.00	0.00	0.00	0.00	0.00	0.00	10,500.00	0.00
105	AHU	115,000.00	0.00	0.00	0.00	0.00	0.00	115,000.00	0.00
106	Heat/Cool Terminal Units	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
107	Radiation Hydronic Work	85,000.00	0.00	0.00	0.00	0.00	0.00	85,000.00	0.00
MECHANICAL - PLUMBING									
108	Specialties	101,500.00	21,000.00	7,500.00	0.00	28,500.00	28.08	73,000.00	1,425.00
109	Insulation	60,000.00	0.00	0.00	0.00	0.00	0.00	60,000.00	0.00
110	Facility Fuel Piping	21,000.00	0.00	0.00	0.00	0.00	0.00	21,000.00	0.00
111	Water Distribution	73,000.00	0.00	0.00	0.00	0.00	0.00	73,000.00	0.00
112	Sanitary Sewage	72,000.00	18,000.00	8,000.00	0.00	26,000.00	36.11	46,000.00	1,300.00
113	Storm Drainage	57,000.00	0.00	0.00	0.00	0.00	0.00	57,000.00	0.00
114	Compressed Air	16,500.00	0.00	0.00	0.00	0.00	0.00	16,500.00	0.00
115	Equipment	48,000.00	0.00	0.00	0.00	0.00	0.00	48,000.00	0.00
116	Fixtures	81,000.00	0.00	0.00	0.00	0.00	0.00	81,000.00	0.00
ELECTRICAL									
117	Dakota Electric Service	44,775.00	44,775.00	0.00	0.00	44,775.00	100.00	0.00	2,238.75
118	Temp. Electric	6,500.00	4,800.00	1,700.00	0.00	6,500.00	100.00	0.00	325.00
119	General RI (M)	116,100.00	4,800.00	5,200.00	0.00	10,000.00	8.61	106,100.00	500.00
120	General RI (L)	90,343.00	13,465.00	15,000.00	0.00	28,465.00	31.51	61,878.00	1,423.25

AIA Type Document
Application and Certification for Payment

Page 8 of 8

TO (OWNER): City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

PROJECT: INVER GROVE HGTS FIRE STN #2
9250 COURTHOUSE BLVD
INVER GROVE HEIGHTS, MN 55077

APPLICATION NO: 3
PERIOD TO: 1/31/2019

DISTRIBUTION
TO:
- OWNER
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FROM (CONTRACTOR): Jorgenson Construction Inc.
9255 East River Road NW
Minneapolis, MN 55433

VIA (ARCHITECT): Wendel SGN Architecture, Inc.
401 2nd Avenue North
Suite 206
Minneapolis, MN 55401

ARCHITECT'S
PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
121	Light Fixtures (M)	108,500.00	0.00	0.00	0.00	0.00	0.00	108,500.00	0.00
122	Light Fixtures (L)	60,736.00	0.00	0.00	0.00	0.00	0.00	60,736.00	0.00
123	Switch Gears (M)	28,900.00	0.00	15,250.00	0.00	15,250.00	52.77	13,650.00	762.50
124	Switch Gears (L)	37,960.00	0.00	0.00	0.00	0.00	0.00	37,960.00	0.00
125	Generator (M)	141,270.00	0.00	0.00	0.00	0.00	0.00	141,270.00	0.00
126	Generator (L)	7,592.00	0.00	0.00	0.00	0.00	0.00	7,592.00	0.00
127	Div. 27-Communications (M)	19,500.00	0.00	0.00	0.00	0.00	0.00	19,500.00	0.00
128	Div. 27-Communications (L)	45,000.00	0.00	0.00	0.00	0.00	0.00	45,000.00	0.00
129	Div. 28-Fire Alarms (M)	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
130	Div. 28-Fire Alarms (L)	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
131	PROFIT & OVERHEAD	447,419.00	72,785.00	31,386.00	0.00	104,171.00	23.28	343,248.00	5,208.55
132	Change Order #001	2,558.00	0.00	2,558.00	0.00	2,558.00	100.00	0.00	127.90
REPORT TOTALS		\$8,667,558.00	\$1,420,500.00	\$596,500.00	\$0.00	\$2,017,000.00	23.27	\$6,650,558.00	\$100,850.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Letter of Support for Local Road Improvement Program Funding Application

Meeting Date: February 11, 2019
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571 *TDK*
 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

Approve letter of support for local road improvement program funding application.

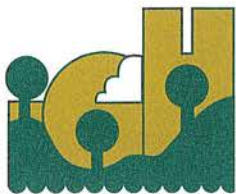
SUMMARY

The cities of Inver Grove Heights and Eagan are partnering with Dakota County to improve CSAH 26 (Lone Oak Road/70th Street) from Trunk Highway 55 to Trunk Highway 3. A study and preliminary design are currently underway for the project (City Project No. 2015-08). Dakota County will be submitting a Local Road Improvement Program Funding Application to MnDOT for this project. The current application cycle is for projects programmed in 2020 and 2021.

I recommend that the City Council approve the letter of support.

SDT/kf

Attachment: Letter of Support



City of Inver Grove Heights

www.invergroveheights.org

February 11, 2019

Mr. Mark Krebsbach
Dakota County Transportation Director/County Engineer
14955 Galaxie Avenue, 3rd Floor
Apple Valley, MN 55124

Dear Mr. Krebsbach:

The City of Inver Grove Heights supports Dakota County's application for Local Road Improvement Program (LRIP) funding for the County State Aid Highway (CSAH) 26 (Lone Oak Road/70th Street) improvement project. The City of Inver Grove Heights understands the project is a joint effort between the cities of Inver Grove Heights, Eagan and Dakota County and that the County Board of Commissioners is committed to fund and construct the project in cooperation with the cities.

The City of Inver Grove Heights is aware of and understands the proposed project. The City supports this project for LRIP funding and agrees to provide a financial commitment for the improvements directly related to CSAH 26, consistent with the current County cost participation policy. Thank you for pursuing this funding application and the opportunity to provide support.

Sincerely,

George Tourville
Mayor of Inver Grove Heights

GT/kf

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Receive Quotes and Accept Quote for Water Treatment Facility Lower Pipe Gallery Painting

Meeting Date: February 11, 2019

Item Type: Consent

Contact: Dan Helling, 651-450-2565

Prepared by: Scott D. Thureen, Public Works Director

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:

PURPOSE/ACTION REQUESTED

Receive quotes and accept quote for Water Treatment Facility lower pipe gallery painting.

SUMMARY

The lower pipe gallery in the Water Treatment Plant has not been repainted since its installation over twenty years ago. The pipe surfaces need cleaning, spot priming, and repainting. Details are provided in the attached memo from Dan Helling, Utility Superintendent.

I recommend approval of the quote from Rainbow, Inc. in the amount of \$24,850.00. Funding will come from the approved Water Fund Budget (501.50.7100.512.40040).

SDT/kf

Attachments: Memo from Utility Superintendent
Four Quotes



MEMORANDUM

TO : Scott Thureen

FROM : Dan Helling

SUBJECT : **Painting of the Lower Pipe Gallery at the Treatment Plant**

DATE : January 29, 2019

Attached are four proposals for painting of the lower pipe gallery at the Water Treatment Plant. It has been over twenty years since it was initially painted, and due to repairs and a relatively humid environment, the original paint is deteriorating.

The contractor that is chosen would be required to clean all surfaces of dirt, oils and grease. Rusted or failed areas would be mechanically cleaned, and the surface area will be dry prior to painting. Areas where paint has been removed will be spot primed before a finish coat of epoxy paint is applied.

The Utility Division recommends selecting Rainbow Incorporated with a low bid of \$24,850.00. The cost for this project would be covered in the 2019 Utility Fund 501.50.7100.512 40040.



Office: 763-535-4041

Total \$ 24,850.00

Price does not include supplemental heating and/or dehumidification equipment.

PROPOSAL
Champion Coatings, Inc.

Industrial Sandblasting & Painting Contractor

8246 West 126th Street, Savage, MN 55378

Phone: (952) 707-9000

Fax: (952) 707-9004

City of Inver Grove Heights
Attn: ~~Larry Burton~~ *Scott Gubash*
8168 Barbara Avenue
Inver Grove heights, MN 55077

DATE: 5/5/2017

We propose to furnish labor, materials, and equipment to perform painting and related work as listed below.

Project: Pipe Gallery Repainting
Water Treatment Plant

Scope of Work:

Lower Level & Pipe Room

Spot repair and repaint all piping in accordance with Tnemecs Pipe Repainting letter dated 2/17/2016.

Total Bid Price:

\$ 39,200

Vault Project

VAULT BID 2018

1. Sandblast all Finished Water Pipe to an SSPC-SP10 near white metal.
2. Apply a prime of Tnemec epoxy paint at 4-6 mils
3. Apply a finish coat of Tnemec epoxy at 4-6

Total Bid Price:

\$ 31,400

Notes: _____

ACCEPTED BY:

CHAMPION COATINGS, INC.

Authorized Representative Date

Bob Cox
Estimator



PROPOSAL

TMI Coatings, Inc.

3291 Terminal Drive, St. Paul, Minnesota 55121-1610 Phone: 651-452-6100 Fax: 651-452-0598

Painting & Restoration Contractors

City of Inver Grove Heights

Attn: Larry Blurton

8150 Barbara Avenue

Inver Grove Heights, MN 55077

Phone 651-775-6284

E-mail lblurton@invergroveheights.org

NOTE: This proposal may be withdrawn by TMI if not accepted within 30 days.

Date: May 17, 2017

Regarding: Pipe Repainting

TMI Coatings, Inc. (TMI) is a safety conscious industrial painting and concrete coating company. Our EMR is 0.90. TMI is a diversity, Women-Owned Small Business. TMI has been in business 31 years and is certified by SSPC as both a QP1 and QP2 contractor. The QP1 and QP2 qualifications are provided to contractors with proven experience, knowledge and equipment to produce high quality work within safety guidelines and health and environmental standards. We hire, train and complete work with our own crews throughout the continental U.S.

TMI has visited your facility and proposes the following scope of work:

Pipe Gallery: Blue 24" diameter x 90' long, 24" diameter x 60' long, 24" diameter x 80' long,
6" diameter x 110' long, under the stairwell 40' long, up to an additional 150 lineal feet
Aqua 30" diameter x 28' long, 6" diameter x 60' long
Blue on Floor 4" diameter x 50' long
Red 6" diameter x 35' long, 8" diameter x 55' long
White Sewerage (on the ceiling) 4" diameter x 80' long
Ceiling 4" diameter x 100' long, 2" diameter x 200' long
(7) Brackets

Pipe Room: Aqua 24" diameter x 15' long

TMI to follow specification from Tnemec to Inver Grove Heights Water Treatment Plant dated February 17, 2016.
TMI to restencil previously stenciled areas on all piping.

YOUR COST INCLUDING LABOR AND MATERIALS INSTALLED\$54,600

TMI has completed painting and protective flooring work for City of Inver Grove Heights for the piping in the water park and water treatment room; contact was Eric Carlson at 651-450-2587.

Vault: 30" diameter piping with connections x 32' long;
30" diameter piping with connections x 26' long; 30" diameter piping x 22' long,
24" diameter piping x 30' long, piping under grating 4' long

1. TMI to sandblast to SSPC-SP10. All debris caused from our work on site to be disposed of in owner provided container.
2. Apply two coats epoxy coating suitable for humid environments. TMI to prime with rust-inhibitive epoxy primer. Top coat with quality epoxy coating material. This coating will provide good corrosion protection and is long lasting.

TMI has included all power and dehumidification for the vault area.

YOUR COST INCLUDING LABOR AND MATERIALS INSTALLED\$54,800

(continued on page 2)

P:\Secretary\Amy\TMI\P\Invergroveheightswtp02be.Doc(ab)(re)

ACCEPTANCE

The undersigned hereby accepts TMI's proposal and authorizes TMI to furnish all materials and labor required to complete the work set forth in the proposal pursuant to the proposal terms and conditions set forth on the reverse side hereof, for which we agree to pay you the amount set forth in the proposal. If the proposal terms and conditions set forth on the reverse side hereof were not provided with transmission of TMI's proposal by facsimile, mail or email, the undersigned agrees to request a copy of the proposal terms and conditions before signing below. The undersigned agrees to be bound by the proposal terms and conditions set forth on the reverse side hereof regardless of whether the undersigned requested a copy or read them before signing below.

Accepted: _____ Date: _____

Respectfully,
TMI Coatings, Inc.

By _____
Title _____

By Brent Elwood
Title Brent Elwood, Industrial Sales

Customer: Sign and return copy. Retain original for your files.

NOTES:

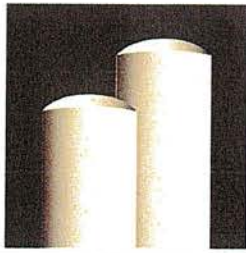
1. Bid is based on one job mobilization/demobilization.
2. Bid is based on weekday work; add \$750 for weekend work.
3. TMI assumes there is no existing lead based paint. If lead based paint is found, there will be an additional cost.
4. If TMI is awarded both projects and can be completed during the same mobilization, *deduct* \$2,000.

TMI Coatings has considerable experience in the coating industry; enclosed are references for your review.

Thank you for the opportunity to submit this proposal to you. You can check out our company history and other coating services at our website at www.tmicoatings.com. Visit TMI Coatings' blog at www.tmicoatings.com/blog to learn about problems we have solved for customers like you or become a fan of TMI Coatings on Facebook. If you have any questions about our bid, please call me at 651-452-6100.

If e-mail is an effective communication tool for you, feel free to contact me at belwood@tmicoatings.com with any questions or comments regarding this proposal.

Encl.: General Reference List
Pipe Painting blog (10/16)



**ELEVATION
COATING** LLC
COMMERCIAL AND INDUSTRIAL PAINTING

Painting Proposal For:
Interior Piping at the Water Treatment Plant

January 16, 2019

To: **CITY OF INVER GROVE HEIGHTS - Scott Gubash**

Via Email

We propose to furnish all labor and materials for the surface preparation and paint application regarding the piping located in the basement (and one room upstairs) of the water treatment plant. ALL color-coded piping is included in this scope of work. Water suppression and all other off-white colored piping is NOT included in this scope.

Surface Preparation

All surfaces to be coated will be solvent cleaned (washed), areas of coating failure (rust, cracking, spots that have previously been repaired/overcoated) will be prepped with hand and power tools.

Coating Application (Tnemec or Sherwin Williams products will be used on this project)

Spot Prime - all failure areas will receive an additional prime coat (epoxy)

Tie-Coat - all piping will receive a full prime/tie-coat (epoxy)

Finish - all piping will receive a finish coat of hi-build epoxy

Markings - vinyl markings or painted markings will be applied to the piping (*as specified by owner)

**area will be ventilated to the exterior of the building during application and drying of the paint

TOTAL Base Bid Lump Sum of:

sixty seven thousand five hundred and zero/100 Dollars (**\$67,500**)

Please contact us if you have any questions regarding this proposal, our process etc..

Sincerely,

Brian J. Minkler
Co-Owner/Project Specialist
Elevation Coating, LLC
NACE Level 1 Certified Coatings Inspector, #47019
brian@elevationcoating.com
612-400-4695

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement and Permanent Utility and Drainage Easement for 10371 Inver Grove Trail

Meeting Date: February 11, 2019
Item Type: Consent
Contact: Thomas J. Kaldunski, 651-450-2572
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve Custom Grading Agreement and Permanent Utility and Drainage Easement for 10371 Inver Grove Trail

SUMMARY

The owner of 10371 Inver Grove Trail is affected by City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the development meets current City standards for grading, erosion control and storm water management.

The owner, Kathy M. Van Schooten, has provided the required grading and erosion control plans. Kathy has also signed the two agreements (attached). The owner has provided a \$1,500 engineering escrow to cover City Attorney fees and any costs incurred by the City for review and inspection of site grading. The owner has applied for a building permit and will provide a \$10,000 Letter of Credit or cash surety prior to building permit issuance.

It is recommended that the City Council approve the Custom Grading Agreement and Permanent Utility and Drainage Easement for 10371 Inver Grove Trail

TJK/mw

Attachments: Custom Grading Agreements
Permanent Utility and Drainage Easement

CUSTOM GRADING AGREEMENT
FOR
10371 INVER GROVE TRAIL
INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
10371 INVER GROVE TRAIL
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 11th day of February, 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

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

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

corporation.

1.3 OWNER. "Owner" means Kathleen M. Van Schooten, Trustee of the Kathleen M. Van Schooten Trust Agreement, U/D 8/6/02, and her successors and assigns.

1.4 DEVELOPMENT PLANS. "Development Plans" means all those plans, drawings, specifications and surveys identified in and attached to Appendix 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.
- B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.

D. **FEE TITLE.** The Owner owns fee title to the Property.

E. **WARRANTY ON PROPER WORK AND MATERIALS.** The Owner warrants all work required to be performed by it under this Custom Grading Agreement against defective material and faulty workmanship for a period of two (2) years after its completion. During the warranty period the Owner shall be solely responsible for all costs of performing repair work required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the Owner to repair and correct damage to or deficiency with respect to such improvements.

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

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

B. **AUTHORITY.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement.

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

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

If to Owner:
Kathleen M. Van Schooten
10371 Inver Grove Trail
Inver Grove Heights, MN 55077

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

1.19 **PROPERTY.** "Property" means the real property located in the City of Inver Grove

Heights, Dakota County, Minnesota legally described on **Exhibit A** attached hereto.

ARTICLE 2

APPROVAL OF DEVELOPMENT PLANS

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

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

ARTICLE 3

IMPROVEMENTS

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

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

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

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

3.5 STREET MAINTENANCE, ACCESS AND REPAIR. The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Property resulting from the grading or building on the land within the Property by the Owner or its agents, and

shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

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

3.7 PAVING OF DRIVEWAY. If a driveway is proposed to be constructed, the Owner must pave the driveway per City requirements.

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

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

3.10 AS BUILT INFORMATION. The record plan "as built" drawings of the Improvements shall be provided by the Owner in accordance with City standards no later than 90 days after completion and acceptance of the Improvements by the City, unless otherwise approved in writing by the Director of Public Works. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the developer's sureties.

Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are 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.

3.11 RETAINING WALL. If a retaining wall will be constructed on the Property as part of the Improvements, then prior to the City issuing a building permit for the Property, a retaining wall permit must be issued by the City. If the Property is to have a retaining wall constructed as part of the Improvements, then prior to the City granting a temporary certificate of occupancy or a final certificate of occupancy for the Property, 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.

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

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

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

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

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

year.

ARTICLE 6
OWNER WARRANTIES

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

ARTICLE 7
CITY WARRANTIES

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

ARTICLE 8
INDEMNIFICATION OF CITY

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

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

completion and acceptance of the Improvements.

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

- a.) the City may specifically enforce this Custom Grading Agreement;
- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;
- c.) the City may suspend or deny building and occupancy permits for buildings within the Property;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

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

the City.

ARTICLE 10 **ESCROW DEPOSIT**

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

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 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 that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

- a.) a Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2021.

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

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

10.2 ESCROW RELEASE AND ESCROW INCREASE.

Periodically, upon the Owner's written request and upon completion by the Owner and acceptance by the City of any specific Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.16 hereof; in the alternative, the Owner may post a bond satisfactory to the City with respect to the final ten percent (10%).

10.3 ENGINEERING ESCROW AMOUNT. The Owner has deposited \$1,500 in cash with the City (hereafter "Engineering Escrow Amount") prior to execution of this Agreement.

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

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

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

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

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

ARTICLE 11 **MISCELLANEOUS**

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

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

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

11.4 RECORDING. The City may record this Agreement with the Dakota County Recorder.

11.5 BINDING AGREEMENT. This Agreement shall run with the Property and shall inure to the benefit of the Owner and the City and shall bind Owner and the successors and assigns of Owner and shall be binding upon the City and the successor's and assigns of the City. This Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

11.6 ASSIGNMENT. The Owner may not assign this Custom Grading Agreement

without the written permission of the Council. The Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Property.

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

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

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

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

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

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

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

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 11th day of February, 2019, 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:

Kathleen M. Van Schooten,
as Trustee of the Kathleen M. Van Schooten
Trust Agreement, U/D 8/6/02

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me on the _____ day of February, 2019,
by Kathleen M. Van Schooten, as Trustee of the Kathleen M. Van Schooten Trust Agreement, U/D
8/6/02, on behalf of the Trust.

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 DOCUMENT 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 PROPERTY

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

All that part of the S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 27, T.27N., R.22W., Dakota County, Minnesota, described as follows:

Commencing at a point on the south line of said S $\frac{1}{2}$ NW $\frac{1}{4}$; said point being 925.0 feet east of the southwest corner of said S $\frac{1}{2}$ NW $\frac{1}{4}$; thence north at right angle to said south line 585.0 feet to the point of beginning of the parcel to be described; thence continue north along the last described course 617.04 feet more or less to the southeasterly R/W line of the Chicago & North Western Rwy; thence northeasterly along said R/W line to the north line of said S $\frac{1}{2}$ NW $\frac{1}{4}$; thence east along said north line to the westerly R/W line of STH No. 52-56; thence southeasterly along said R/W line to the centerline of the old STH No. 53; thence southwesterly along the centerline of the old STH No. 53 to a point which is 585.0 feet north of the south line of said S $\frac{1}{2}$ NW $\frac{1}{4}$ when measured perpendicular thereto; thence west parallel with said south line to the point of beginning, containing 6.18 acres more or less, subject to old STH No. 53 and any easements of record.

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Survey (S1)	1-10-19*	Advance Surveying & Engineering Co.

*revised 2-1-19.

The Development Plans were approved by the City Engineer on February 4, 2019.

		DATE		PAGE		SHEET 1 OF 1	
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APPENDIX 2
IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
<u> X </u>	Prior to obtaining building permit or 12-31-19, whichever occurs first	Grading, drainage, and sediment & erosion control
<u> X </u>	Prior to Certificate of Occupancy	Driveway and related culverts
<u> X </u>	Prior to Certificate of Occupancy	Septic system
<u> X </u>	Prior to Certificate of Occupancy	As-built
<u> X </u>	Within 6 months after Certificate of Occupancy	Landscaping

PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT
FOR PROPERTY AT 10371 INVER GROVE TRAIL
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT is made, granted and conveyed this 11th day of February, 2019, by and between Kathleen M. Van Schooten, Trustee of the Kathleen M. Van Schooten Trust Agreement, U/D 8/6/02, hereinafter referred to as the "Landowner," and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as the "City."

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

The Landowner for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and quitclaim to the City, its successors and assigns, the following:

A permanent easement for utility and drainage purposes and for all such purposes ancillary, incident or related thereto (hereinafter "Permanent Easement") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "Permanent Easement Area") attached hereto and incorporated herein by reference. The Permanent Easement Area is also depicted on Exhibit B.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any drainage facilities and utilities and all facilities, appurtenances and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Permanent Easement; and

- b.) to maintain the Permanent Easement Area and any City improvements located therein, together with the right to excavate and refill ditches or trenches; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the drainage facilities and utilities; and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

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

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

The Landowner, for herself and her successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that she is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described and depicted on Exhibit B and that she has good right to grant and convey the Permanent Easement herein to the City.

This Permanent Drainage and Utility Easement Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

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

LANDOWNER:

Kathleen M. Van Schooten,
as Trustee of the Kathleen M. Van Schooten
Trust Agreement, U/D 8/6/02

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me on this _____ day of February, 2019, by Kathleen M. Van Schooten, as Trustee of the Kathleen M. Van Schooten Trust Agreement, U/D 8/6/02, on behalf of the Trust.

Notary Public

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 11th day of February, 2019, 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

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 OF LANDOWNER'S PROPERTY

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

All that part of the S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 27, T.27N., R.22W., Dakota County, Minnesota, described as follows:

Commencing at a point on the south line of said S $\frac{1}{2}$ NW $\frac{1}{4}$; said point being 925.0 feet east of the southwest corner of said S $\frac{1}{2}$ NW $\frac{1}{4}$; thence north at right angle to said south line 585.0 feet to the point of beginning of the parcel to be described; thence continue north along the last described course 617.04 feet more or less to the southeasterly R/W line of the Chicago & North Western Rwy; thence northeasterly along said R/W line to the north line of said S $\frac{1}{2}$ NW $\frac{1}{4}$; thence east along said north line to the westerly R/W line of STH No. 52-56; thence southeasterly along said R/W line to the centerline of the old STH No. 53; thence southwesterly along the centerline of the old STH No. 53 to a point which is 585.0 feet north of the south line of said S $\frac{1}{2}$ NW $\frac{1}{4}$ when measured perpendicular thereto; thence west parallel with said south line to the point of beginning, containing 6.18 acres more or less, subject to old STH No. 53 and any easements of record.

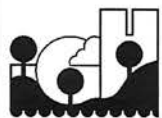
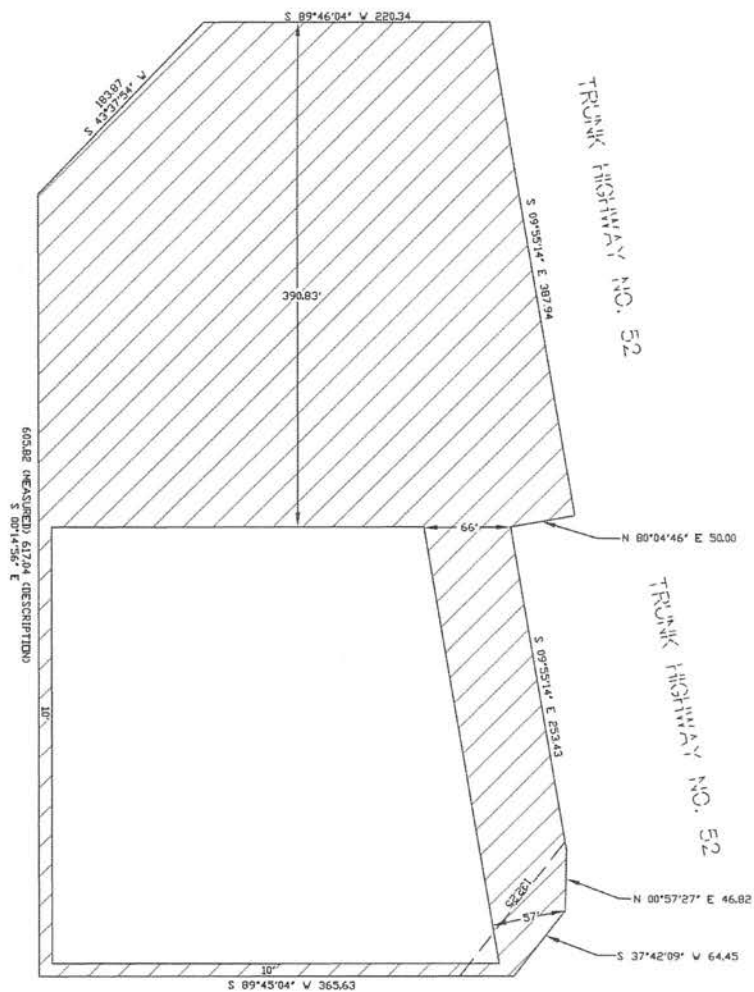
EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA

A permanent easement for drainage and utility purposes over, under and across the North 390.83 feet; the West 10.0 feet; the East 66.0 feet and the South 10.0 feet of the following described property:

All that part of the S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 27, T.27N., R.22W., Dakota County, Minnesota, described as follows:

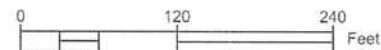
Commencing at a point on the south line of said S $\frac{1}{2}$ NW $\frac{1}{4}$; said point being 925.0 feet east of the southwest corner of said S $\frac{1}{2}$ NW $\frac{1}{4}$; thence north at right angle to said south line 585.0 feet to the point of beginning of the parcel to be described; thence continue north along the last described course 617.04 feet more or less to the southeasterly R/W line of the Chicago & North Western Rwy; thence northeasterly along said R/W line to the north line of said S $\frac{1}{2}$ NW $\frac{1}{4}$; thence east along said north line to the westerly R/W line of STH No. 52-56; thence southeasterly along said R/W line to the centerline of the old STH No. 53; thence southwesterly along the centerline of the old STH No. 53 to a point which is 585.0 feet north of the south line of said S $\frac{1}{2}$ NW $\frac{1}{4}$ when measured perpendicular thereto; thence west parallel with said south line to the point of beginning, containing 6.18 acres more or less, subject to old STH No. 53 and any easements of record.

D&U EASEMENT 



*City of
Inver Grove Heights*
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2570 Fax (651) 450-2502

10371 INVER GROVE TRAIL
D&U EASEMENT



Revised: 3/8/2011

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Seeking 2019 Municipal State Aid System (MSAS) Advancement of Funding for City Project No. 2016-08 – T.H. 3 Roundabout at 70th Street (SAP #178-020-027), City Project No. 2017-24 – T.H. 3 Improvements for 65th Street (SAP #178-010-011), and City Project No 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail) (SAP #178-104-007)

Meeting Date: February 11, 2019
 Item Type: Consent
 Contact: Thomas J. Kaldunski, City Engineer *TJK*
 Prepared by: Thomas J. Kaldunski, 651-450-2572
 Reviewed by: Scott D. Thureen, Public Works Director *SAT*

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 resolution seeking 2019 Municipal State Aid System (MSAS) advancement of funding for City Project No. 2016-08 – T.H. 3 Roundabout at 70th Street (SAP #178-020-027), City Project No. 2017-24 – T.H. 3 Improvements for 65th Street (SAP #178-010-011), and City Project No 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail) (SAP #178-104-007).

SUMMARY

The City is eligible for Municipal State Aid funding on an annual basis. Seventy-five percent of the annual MSA allocation can be used for improvements to the City's MSA street system, the City's share of eligible costs on County State Aid Highway improvements, or City-initiated improvements to the State Trunk Highway system.

If funds are available in the state-wide account, MSA cities can request an advance of up to three times their annual MSA allocation or \$4.0 million, whichever is less. In November of 2018, the City Council approved a resolution requesting a reserve of advance funding for the City's Municipal State Aid account. At that time, a total advance of \$3.611 million was requested, based on cost estimates for the three subject projects.

This item requests an additional advance of \$389,000 to bring the total advance the maximum and allowed, \$4.0 million. The reasons for the additional request are increased City costs for the roundabout at T.H. 3 and 70th Street based on the actual bid price, and additional right-of-way costs for the work on T.H. 3 for 65th Street and for the 65th Street project.

TJK/kf

Attachments: Resolution
 Municipal Request

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

**RESOLUTION TO ADVANCE FUNDING FROM THE MUNICIPAL STATE AID STREET
CONSTRUCTION FUND**

RESOLUTION NO. _____

WHEREAS, the Municipality of Inver Grove Heights is planning to implement Municipal State Aid Street Project(s) in 2019 which will require State Aid funds in excess of those available in its State Aid Construction Account; and

WHEREAS, said municipality is prepared to proceed with the construction of said project(s) using an advance from the Municipal State Aid Street Fund to supplement the available funds in their State Aid Construction Account; and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of December 31, 2018.....	(\$1,299,831)
Estimated 2019 Allocation January 2019	\$1,250,585
Estimated January 2019 Balance	\$ 20,754

<u>SAP No.</u>	<u>Title</u>	<u>SAP Funding Budget</u>
178-020-027	T.H. 3 Roundabout at 70 th Street (City Project No. 2016-08)	\$1,812,000
178-010-011	T.H. 3 Improvements for 65 th Street (City Project No. 2017-24)	\$ 900,029
178-104-007	65 th Street -65 th Street Construction (City Project No. 2015-03)	\$1,537,621
	Total Estimated State Aid Disbursement in 2019	\$4,270,404
	Estimated Advance Amount	\$4,000,000

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.14, Subd. 6 and Minnesota Rules, Chapter 8820.1500, Subp. 10b; and

WHEREAS, the Municipality acknowledges advance funds are released on a first-come, first-serve basis and this resolution does not guarantee the availability of funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT: The Commissioner of Transportation be and is hereby requested to approve this advance for financing approved Municipal State Aid Street Project(s) of the Municipality of Inver Grove Heights in an amount up to \$3,611,000. I hereby authorize repayments from subsequent accruals to the Municipal State Aid Street Construction Account of said Municipality from future year allocations until fully repaid.

Adopted by the City Council of Inver Grove Heights this 11th day of February 2019

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

The Municipality of Inver Grove Heights requests that the amount of \$4,000,000 be reserved from the Municipal State Aid Street Construction Fund for the State Aid Project(s) listed below:

Project #178-020-027	T.H. 3 Roundabout at 70 th Street (City Project 2016-08)	\$1,812,000
Project #178-010-011	T.H. 3 Improvements for 65 th Street (City Project No. 2017-24)	\$ 900,029
Project #178-104-007	65 th Street from T.H. 3 to future Argenta Trail (City Project No. 2015-03)	\$1,537,621

Total 2019 MSAS Advance \$4,000,000

MUNICIPAL APPROVAL

A Municipal Council Resolution authorizing this advance funding is attached or has been previously submitted.

Thomas J. Kaldunski, Municipal Engineer

Date

STATE AID APPROVAL

Construction funds in the amount of \$_____ has been approved and reserved from the Municipal State Aid Street Construction Fund.

State Aid Finance

Date

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◦STEPHEN H. FOCHLER
◦JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◦DONALD L. HOEFT
BRIDGET McCAULEY NASON
TONA T. DOVE
AARON PRICE
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

MEMO

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◊ALSO ADMITTED IN OKLAHOMA

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz & Jay P. Karlovich, City Attorneys
DATE: February 6, 2019
RE: Authorization for the Use of Eminent Domain Process to Acquire Easements
for City Project No. 2015-03 – 65th Street Roadway and Drainage
Improvements (Between T.H. 3 and Argenta Trail) and City Project No.
2018-03 – 65th Street Trunk Watermain Improvements
February 11, 2019 Council Meeting

Section 1. Background.

On May 11, 2015, the City Council approved a consulting engineering services proposal from WSB & Associates, Inc. for preparation of a feasibility study for a roadway and drainage project – City Project No. 2015-03 – 65th Street Roadway and Drainage Improvements. The project scope included the necessary modifications to Trunk Highway (T.H.3) to meet Mn/DOT's design standards for an intersection for a connecting side street (65th Street), the construction of 65th Street from T.H. 3 west to the east right-of-way line for future Argenta Trail, and a storm water management system meeting the Northwest Area (NWA) design standards. The street is designed as a community collector street, the highest functional classification in the local street system. It includes two through-lanes, a two-way center left turn lane, and a trail on one side.

On October 26, 2015, the City Council ordered the NWA Trunk Watermain Loop (City Project No. 2015-12). On January 9, 2017, the City Council adopted Resolution No. 2017-06 separating City Project No. 2015-12 and establishing two additional projects: City Project No. 2017-02 – NWA Trunk Watermain Improvements, 65th Street Loop (Phase 2 of 2015-02) Hwy 3 to Harmon Park and City Project No. 2017-03 – NWA Trunk Watermain Improvements, 65th Street Loop (Phase 3 of 2015-12) Hwy 3 to Blackstone Ridge and further ordering that City Project No. 2017-02 and City Project No. 2017-03 were approved within the larger scope of City Project No. 2015-12 following the public hearing on October 26, 2015.

In April of 2017, the feasibility study for City Project No. 2015-03 – 65th Street Roadway and Drainage Improvements was presented to the Council. The Council directed staff to revise the study and consider approaches that would reduce the proposed assessment amount. At staff's

recommendation, the Council authorized continued design work on the necessary changes for the T.H. 3 project.

In September of 2017, the City Council split City Project 2015-03 into two additional projects – 2017-24 (modifications to T.H. 3) and 2017-03 (trunk watermain loop). That feasibility study was completed and received. In November of 2017, the two projects were ordered and a contract for their construction was ordered in July of 2018. The trunk watermain project was completed, but some work on the road project remains to be completed.

On September 24, 2018, the Council approved a consulting engineering services proposal from WSB & Associates, Inc. for preparation of a feasibility study for the last segment of the NWA trunk watermain loop for City Project No. 2018-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase 4 of 2015-12) from Agate Trail to future Argenta Trail right-of-way (65th Street Watermain Improvements).

On December 10, 2018, the Council received an amended feasibility study for City Project No. 2015-03 that also included City Project No. 2018-03 (City Project No. 2015-03 and City Project No. 2018-03 are collectively referred to as the “Project”). The City approved a Resolution Receiving Feasibility Report, Scheduling a Public Hearing, Authorizing Preparation of Plans and Specifications, and Authorizing Land Acquisition Services for City Project No. 2015-03 (65th Street Roadway and Drainage Improvements) and City Project No. 2018-03 (65th Street Trunk Watermain Improvements).

City Project No. 2015-03 includes roadway improvements (bituminous removal, concrete removal, subgrade excavation/correction, grading, granular subgrade, aggregate base, bituminous pavement), milling, curb and gutter, storm sewer, storm water management facilities, street lights, pedestrian trail and sidewalks, appurtenances and restoration.

City Project No. 2018-03 includes excavation, grading, watermain, valves, hydrants, appurtenances and restoration.

Following published notice pursuant to Minnesota Statutes on December 30, 2018 and January 6, 2019, a public hearing was held on January 14, 2019 for City Project No. 2015-03 – 65th Street Roadway and Drainage Improvements (Between T.H. 3 and Future Argenta Trail) and City Project No. 2018-03 – 65th Street Trunk Watermain Improvements. Following public hearing, the Council approved a Resolution Ordering Project, Approving Plans And Specifications, And Authorizing Advertisement For Bids For City Project No. 2015-03 (65th Street Roadway And Drainage Improvements). The Council also approved a Resolution Ordering Project, Approving Plans And Specifications, And Authorizing Advertisement For Bids For City Project No. 2018-03 (65th Street Trunk Watermain Improvements). The Resolutions further authorized the City Attorney and its consultant to commence acquisition of any necessary easements for the Project.

In order to facilitate the Project, the City must acquire the following easements prior to the construction of the Project:

Owners: Ace in the Hole Real Estate Limited Partnership – undivided 16/18ths
LYNDIAN TERRITORIES, L.P. – undivided 1/18th
John N. Simons and Jeanne L. Simons – undivided 1/18th
Easements: 53,942 s.f. permanent public street, roadway, highway, right-of-way,
drainage and utility easement
18,971 s.f. temporary construction easement

The City of Inver Grove Heights has been assisted by its property acquisition consultant, Evergreen Land Services Company, for the direct purchase of the permanent and temporary construction easements from the Landowners as required for the Project. Thus far, the City (and its consultant) have been unable to acquire the easement parcels from the Landowners by direct purchase.

Pursuant to Minnesota Statutes, the City is required to provide a final written offer of compensation to the affected landowners prior to filing a condemnation petition to acquire the necessary property rights through eminent domain proceedings. The City completed an appraisal for the affected parcel and, on or before January 15, 2019, made a final written offer to the Landowners.

Minnesota Statutes, § 117.042 provides the City with the authority to gain title and possession to all the easement parcels following a 90-day notice period. This statute is commonly referred to as the “quick take” statute. If a condemning authority does not utilize the “quick take” statute, the title and right of possession to the various easement parcels would only transfer to the City following the settlement of each parcel valuation case which can extend over a multi-year period. The City would be unable to advertise, receive bids and award a single construction contract for the Project unless it utilizes the “quick take” statute. The 90-day “quick take” procedure must be utilized: a) to allow the City to award a single and reasonably economical construction contract for the Project, b) to meet the Project construction schedule and avoid the need for extended temporary easement takings, and c) to coordinate the Project; and

City staff recommends that the Inver Grove Heights City Council authorize the use of the City’s power of eminent domain for the acquisition of the easement parcels as required for the Project.

Section 2. Discussion. To meet the schedule for Project Nos. 2015-03 and 2018-03, the City should immediately initiate eminent domain proceedings. State law requires the City to serve a 90-day notice upon the property owner prior to securing the right to utilize the easement areas. Under the attached timeline, the City would mail the 90-day quick-take notice to the Landowners and file the Petition for Condemnation on or about February 12, 2019. City staff will continue to negotiate easement acquisition settlement with the Landowners even after the eminent domain proceeding has been initiated.

Section 3. Requested Action. City staff recommends that the City Council approve the attached Resolution Approving the Use of Eminent Domain Quick-Take Process to Acquire Easements from Ace in the Hole Real Estate Limited Partnership, LYNDIAN TERRITORIES, L.P. and John N. Simons and Jeanne L. Simons as Required for City Projects 2015-03 and 2018-03.

Eminent Domain Property Acquisition Timeline
City of Inver Grove Heights Project No. 2015-03 – 65th Street Roadway and Drainage
Improvements (Between T.H. 3 and Future Argenta Trail) AND
City of Inver Grove Heights Improvement Project No. 2018-03 –
NWA Trunk Watermain Improvements, 65th Street Loop (Phase 4 of 2015-12)
from Agate Trail to Future Argenta Trail
(Ace In The Hole)
LGM File No. 81000.09085 (updated January 14, 2019)

Completed in November/December 2018 - City property acquisition consultant engages in good faith negotiations with property owner for the direct purchase of the subject property: a written offer to purchase the subject property for the City's appraised value; delivery of a copy of the City's appraisal; in-person meeting(s) with the property owner; and notification to property owner of availability of appraisal reimbursement pursuant to Minn. Stat. § 117.036.

January 16, 2019 - City property acquisition consultant makes final written offer of just compensation. The City will ask that the City's final written offer be accepted in writing by the property owner on or before the City's February 11, 2019 City Council meeting.

February 11, 2019 - City staff and City Attorney report to Council on the status of good faith negotiations with property owner. City Council passes resolution authorizing eminent domain and approving the appraised value of the subject property to be condemned using the quick-take statute, Minn. Stat. § 117.042.

February 12, 2019 - City Attorney files a District Court Condemnation Petition and records a Notice of Lis Pendens.

February 15, 2019 - City Attorney effectuates Three (3) Parallel Eminent Domain Notice Processes.

- 1) Mail 90-day quick-take notices pursuant to Minn. Stat. § 117.042.
- 2) Begin personal service of the objects of the petition pursuant to Minn. Stat. § 117.055.
- 3) Begin 3-weeks published notice pursuant to Minn. Stat. § 117.055.

By May 31, 2019 - City Attorney completes the Three (3) Parallel Eminent Domain Process Time Periods: 1) 90-day quick take notice period (15 days of "float" is allowed for re-service of 90-day quick take notices, as necessary); 2) Personal service is usually completed prior to the expiration of the 90-day quick take notice period (personal service must be complete 20-days prior to petition hearing); and, 3) the 3-weeks published notice is usually completed prior to the expiration of the 90-day quick take notice period (published notice must be completed prior to petition hearing).

By June 10, 2019 - City Attorney completes a District Court Hearing on the City's Condemnation Petition that requests that the District Court award the City with title and possession to the subject property. City Attorney also pays or deposits the City's quick take payment in order to achieve title and possession to the subject property. This timeline assumes that there is not a contested Petition Hearing whereby the property owner challenges the City's public purpose and/or necessity to use its power of eminent domain to take the subject property.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. 19-**

**RESOLUTION APPROVING THE USE OF EMINENT DOMAIN
TO ACQUIRE TEMPORARY AND PERMANENT EASEMENT RIGHTS
FROM PRIVATE PROPERTY OWNERS AS REQUIRED FOR CITY PROJECT NO.
2015-03 – 65TH STREET ROADWAY AND DRAINAGE IMPROVMENTS (BETWEEN
T.H. 3 AND ARGENTA TRAIL) AND CITY PROJECT NO. 2018-03 – NWA TRUNK
WATERMAIN IMPROVEMENTS – 65TH STREET LOOP (PHASE 4 OF 2015-12) FROM
AGATE TRAIL TO FUTURE ARGENTA TRAIL RIGHT-OF-WAY
(65TH STREET WATERMAIN IMPROVEMENTS)**

WHEREAS, on May 11, 2015, the City Council approved a consulting engineering services proposal from WSB & Associates, Inc. for preparation of a feasibility study for a roadway and drainage project – City Project No. 2015-03 – 65th Street Roadway and Drainage Improvements; and

WHEREAS, on October 26, 2015, the City Council ordered the NWA Trunk Watermain Loop (City Project No. 2015-12); and

WHEREAS, on January 9, 2017, the City Council adopted Resolution No. 2017-06 separating City Project No. 2015-12 and establishing two additional projects: City Project No. 2017-02 – NWA Trunk Watermain Improvements, 65th Street Loop (Phase 2 of 2015-02) Hwy 3 to Harmon Park and City Project No. 2017-03 – NWA Trunk Watermain Improvements, 65th Street Loop (Phase 3 of 2015-12) Hwy 3 to Blackstone Ridge and further ordering that City Project No. 2017-02 and City Project No. 2017-03 were approved within the larger scope of City Project No. 2015-12 following the public hearing on October 26, 2015; and

WHEREAS, in April of 2017, the feasibility study for City Project No. 2015-03 – 65th Street Roadway and Drainage Improvements was presented to the Council and the Council directed staff to revise the study and continue design work on the necessary changes for the T.H. 3 project; and

WHEREAS, in September of 2017, the City Council split City Project 2015-03 into two additional projects – 2017-24 (modifications to T.H. 3) and 2017-03 (trunk watermain loop); and

WHEREAS, in November of 2017, Projects 2017-24 and 2017-03 were ordered; and

WHEREAS, in July of 2018, the contract for construction was awarded and the trunk watermain project was completed, but some work on the project remains to be completed; and

WHEREAS, on September 24, 2018, the Council approved a consulting engineering services proposal from WSB & Associates, Inc. for preparation of a feasibility study for the last segment of the NWA trunk watermain loop for City Project No. 2018-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase 4 of 2015-12) from Agate Trail to future

Argenta Trail right-of-way (65th Street Watermain Improvements); and

WHEREAS, on December 10, 2018, the Council received an amended feasibility study for City Project No. 2015-03 that also included City Project No. 2018-03 (City Project No. 2015-03 and City Project No. 2018-03 are collectively referred to as the “Project”); and

WHEREAS, on December 10, 2018, the City approved a Resolution Receiving Feasibility Study Report, Scheduling a Public Hearing, Authorizing Preparation of Plans and Specifications And Authorizing Land Acquisition Services for City Project No. 2015-03 (65th Street Roadway and Drainage Improvements) and City Project No. 2018-03 (65th Street Trunk Watermain Improvements); and

WHEREAS, City Project No. 2015-03 includes roadway improvements (bituminous removal, concrete removal, subgrade excavation/correction, grading, granular subgrade, aggregate base, bituminous pavement), milling, curb and gutter, storm sewer, storm water management facilities, street lights, pedestrian trail and sidewalks, appurtenances and restoration; and

WHEREAS, City Project No. 2018-03 includes excavation, grading, watermain, valves, hydrants, appurtenances and restoration; and

WHEREAS, following published notice pursuant to Minnesota Statutes on December 30, 2018 and January 6, 2019, a public hearing was held on January 14, 2019 for City Project No. 2015-03 – 65th Street Roadway and Drainage Improvements (Between T.H. 3 and Future Argenta Trail) and City Project No. 2018-03 – 65th Street Trunk Watermain Improvements; and

WHEREAS, following public hearing, the Council approved a Resolution Ordering Project, Approving Plans And Specifications, And Authorizing Advertisement For Bids For City Project No. 2015-03 (65th Street Roadway And Drainage Improvements and further authorized the City and its consultants to commence acquisition of any necessary easements for the Project; and

WHEREAS, following public hearing, the Council approved a Resolution Ordering Project, Approving Plans And Specifications, And Authorizing Advertisement For Bids For City Project No. 2018-03 (65th Street Trunk Watermain Improvements) and further authorized the City Attorney and its consultants to commence acquisition of any necessary easements for the Project; and

WHEREAS, in order to facilitate the Project, the City must acquire the following easements prior to the construction of the Project:

Owners: Ace in the Hole Real Estate Limited Partnership – undivided 16/18ths
 LYNDIAN TERRITORIES, L.P. – undivided 1/18th
 John N. Simons and Jeanne L. Simons – undivided 1/18th

Easements: 53,942 s.f. permanent public street, roadway, highway, right-of-way, drainage and utility easement

18,971 s.f. temporary construction easement

WHEREAS, the City of Inver Grove Heights was assisted by its property acquisition consultant, Evergreen Land Services Company, for the direct purchase of the permanent and temporary construction easements from the Landowners as required for the Project; and

WHEREAS, the City (and its consultant) were unable to acquire the easement parcels from the Landowners by direct purchase; and

WHEREAS, in 2006, the State of Minnesota enacted various eminent domain reforms including an amendment to Minn. Stat. § 117.036 which: a) requires the City to provide the property owner with a copy of the City's appraisal and inform the property owner of the right to obtain an appraisal and receive reimbursement of appraisal costs pursuant to § 117.036, b) requires reimbursement of a property owner's appraisal costs up to \$1,500 for single family and two-family residential property and minimum damage acquisitions (i.e. appraised damages of \$10,000 or less) and \$5,000 for other types of property, and c) requires good faith negotiations which include a good faith attempt to negotiate personally with the property owner; and

WHEREAS, the City has complied with the statutory appraisal copy disclosure, notice of property owner appraisal rights, appraisal cost reimbursement, and good faith negotiation requirements of Minn. Stat. § 117.036; and

WHEREAS, on or about January 16, 2019, the City's land acquisition consultant made the final written offers of just compensation pursuant to Minn. Stat. § 117.031 to the Landowners; and

WHEREAS, as of February 11, 2019, City staff and/or the City's direct purchase consultant have been unable to reach a settlement with the affected Landowners; and

WHEREAS, the City Appraiser's approved appraisal of value for the affected Landowners listed on the attached Exhibit 1 is \$125,400.00; and

WHEREAS, Minnesota Statutes, § 117.042 provides the City with the authority to gain title and possession to all the easement parcels following a 90-day notice period. This statute is commonly referred to as the "quick take" statute. If a condemning authority does not utilize the "quick take" statute, the title and right of possession to the various easement parcels would only transfer to the City following the settlement of each parcel valuation case which can extend over a multi-year period; and

WHEREAS, the City would be unable to advertise, receive bids and award a single construction contract for the Project unless it utilizes the "quick take" statute. The 90-day "quick take" procedure must be utilized: a) to allow the City to award a single and reasonably

economical construction contract for the Project, b) to meet the Project construction schedule and avoid the need for extended temporary easement takings, and c) to coordinate the Project; and

WHEREAS, the City staff recommends that the Inver Grove Heights City Council authorize the use of the City's power of eminent domain for the acquisition of the easements from the parcel shown in Exhibit No. 1 as required for the Project.

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

- 1) That the City Council hereby authorizes the use of eminent domain for the acquisition of the easements from the parcel shown in Exhibit No. 1 as required for the Project.
- 2) That the City Council approves the appraised values of the easement takings as listed in Exhibit No. 1 and finds that a 90-day "quick take" is required pursuant to Minnesota Statutes, § 117.042: a) to allow the City to award a single and reasonably economical construction contract for the Project, b) to meet the Project construction schedule and avoid the need for extended temporary easement takings, and c) to coordinate the Project.
- 3) That the Director of Public Works, City Attorney and/or City consultants are directed to continue good faith settlement negotiations with the Landowners listed in Exhibit No. 1; and, the Director of Public Works and City Attorney are authorized to take the necessary action pursuant to Minnesota Statutes, Chapter 117, to acquire the property rights required for Project No. 2018-03 and Project No. 2015-03.

Passed this 11th day of February, 2019.

Attest:

George Tourville, Mayor

Michelle Tesser, City Clerk

Exhibit No. 1

Parcel Number	Fee Owner	Address of Property	Approved Appraisal of Value
1	Ace in the Hole Real Estate Limited Partnership – undivided 16/18 th LYNDIAN TERRITORIES, L.P. – undivided 1/18 th John N. Simons and Jeanne L. Simons, husband and wife – Undivided 1/18th	Dakota County Tax Identification No.: 20-00600-05-010	\$125,400

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 11, 2019
Item Type: Consent Agenda
Contact:
Prepared by: Joe Lynch, City Administrator
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

Council is asked to approve the enclosed Association Agreement as well as the Legal Services Agreement with Weitz & Luxenburg and Gray Plant Mooty to proceed in joining other cities in a legal action against coal tar refiners relating to contamination of stormwater ponds from coal tar sealants in Minnesota.

Based upon previous discussion and consideration, Council directed that staff explore the possibility of being a part of this action in order to offset what are expected to be exorbitant excavation and disposal costs for normal and routine maintenance of our storm water bodies, as required by our MS4 submitted and approved plan.

This is a damage claim and we will have no up-front legal expenses except for limited staff time and possibly a small amount of city attorney time. If the suit prevails, attorney fees would either be taken out of the damages award or awarded separately. If damages are awarded, the parties will have to agree on how the proceeds are divided between them. This money would be used to help us offset the additional costs resulting from having to excavate and landfill this material in a contaminated soils landfill

LEGAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This Agreement, executed in duplicate with each party receiving an executed original, is made between the firm Weitz & Luxenberg, P.C. (W&L); the Super Law Group (SLG), and Gray, Plant, Mooty, Mooty & Bennett, P.A. (GPM), as local counsel (as their respective roles are set forth among them in separate written Association Agreements) (collectively: Attorney) and the City of Inver Grove Heights (Client).
2. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY. Client is retaining the law firms, and attorney services to be provided to Client will not necessarily be performed by any particular attorney.
3. AUTHORIZED REPRESENTATIVE OF CLIENT. Client designates _____ or his/her designee, as the authorized representative to direct Attorney and to be the primary individual to communicate with Attorney regarding the subject matter of Attorney's representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorney and other representatives of Client.
4. LEGAL SERVICES TO BE PROVIDED. Attorney will provide legal services to Client with respect to claims and actions for damages and injunctive relief arising from contamination of sediments in stormwater ponds and in other municipal waters from polycyclic aromatic hydrocarbons (PAHs) and other related chemicals from coal tar sealants (Contamination), as set forth further in separate written Association Agreements among them (collectively the Claims). Attorney will seek to recover damages sustained by the Client as a result of the Contamination, including the past, present, and future costs incurred to address the Contamination in stormwater ponds and in other municipal waters.
5. LEGAL SERVICES SPECIFICALLY EXCLUDED. Attorney will not provide legal services with respect to (a) defending any legal action or claim against the Client commenced by any person, or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency and the Minnesota Pollution Control Agency. With Client's permission, however, Attorney may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorney to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorney and Client will be required. Notwithstanding the above, Attorney will provide legal services for all cross-claims, counterclaims, and other claims and actions asserted in connection with the Claims and as set forth further in separate written Association Agreements among them.
6. RESPONSIBILITIES OF ATTORNEY AND CLIENT. Attorney will perform the legal services called for under this Agreement and separate written Association Agreements among the Attorney law firms, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorney, disclose to Attorney all facts relevant to the claim, keep Attorney reasonably

informed of developments, and be reasonably available to attend any necessary meetings, depositions, preparation sessions, hearings, and trial. Client has final authority over litigation decisions, recognizing Attorney's wide discretion on day-to-day litigation matters.

7. ATTORNEYS' FEES. Attorney will receive a fee calculated as a contingency fee on any damages recovery ("Contingency Fee"), or the amount of any fee award that is given as part of a settlement or granted by the court and is separate and apart from the damages recovery and contemplated to specifically constitute fees for Attorney ("Attorney Fee Award"), or a combination of the Contingency Fee and Attorney Fee Award, as determined and explained below in this paragraph, paragraph 7.B and subject to paragraph 8.

Attorney will receive no less than a Contingency Fee which will be calculated as described below.

A. Calculation of Contingency Fee.

The Attorney will receive a Contingency Fee according to the following schedule:

- 15% of Gross Recovery if the case settles before the filing of a complaint.
- 20% of Gross Recovery if the case settles after the filing of the complaint but before any discovery begins.
- 25% of Gross Recovery if the case settles after the filing of a complaint and after commencement of discovery in the case, but before trial.
- 28% of Gross Recovery if the trial commences.

In the event of an appeal of a final judgment of the case at the close of discovery or after trial, the Contingency Fee shall be thirty percent (30%) of any recovery.

All Contingency Fees are to be calculated based on Client's Gross Recovery as defined in paragraph 7.B. In the event there is an Attorney Fee Award (as defined above), the entire Attorney Fee Award will be paid to Attorney. If the Attorney Fee Award is less than the amount of the Contingency Fee that would be due to Attorney as calculated above, Attorney will receive an amount from Client's Gross Recovery that will bring the Attorney Fee Award equal to the amount that would be paid as the Contingency Fee. If the Attorney Fee Award is more than the amount that the Contingency Fee would be as calculated above, Attorney will receive no more fees in addition to, and over and above, the Attorney Fee Award and shall retain any amounts that exceed the amount that the Contingency Fee would have been.

In the event the court awards fees as a sanction against an opposing party, any fees awarded to Attorney or to Client as part of a sanction against another party are paid to Attorney and are not included in calculating the Attorney Fee Award or the Contingency Fee.

W&L, SLG, and GPM will agree to an appropriate division among them of any and all fees, including the Contingency Fee and any Attorney Fee Award, and consistent with the Minnesota Rules of Professional Conduct and the New York Rules of Professional Conduct, will inform Client of the division and obtain Client's agreement in writing.

B. Definitions.

"Gross Recovery" means the total recovery, whether by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Recovery" shall include: (1) the then-present value of any monetary payments to be made to Client; and/or (2) the fair market value of any non-monetary property and services to be transferred or rendered for the benefit of Client. "Recovery" does not include any Attorney Fee Award (as defined in paragraph 7.A). "Recovery" may come from any source, including, but not limited to, the adverse parties to the Action or their insurance carriers or any third party, whether or not a party to the Action.

If Client and Attorney disagree as to the fair market value of any non-monetary property or services as described above, Attorney and Client will mutually agree to a method for an appraisal and the individual who will conduct the appraisal. Such appraisal shall be binding and will be conducted to determine this value.

8. **COSTS AND EXPENSES.** It will be necessary for Attorney (as set forth in further in separate written Associations Agreements among the Attorney law firms) to incur and advance certain court costs and other types of expenses for Client. These costs and other expenses may include, but are not limited to, the following: filing and service fees; costs for investigative services; travel expenses (including air fare, ground transportation, vehicle mileage, lodging, and meals); computer forensics providers; document depositories; deposition expenses and court reporter fees; outside trial services providers; trial equipment rental and operation fees; preparation of exhibits and graphics; the costs of briefs and transcripts on appeal; and miscellaneous copying, postage, shipping, and courier expenses. In addition, it will be necessary to employ technical expert witnesses to examine and report on the facts of Client's cause of action. Client agrees that Attorney may, in its discretion and after consultation with Client, employ and pay these expert witnesses. Anticipated costs and expenses of expert witnesses attributable to Client in the prosecution of the case will be submitted to the Client's designee in writing for approval prior to such costs and expenses being incurred. Subject to paragraph 9, Client agrees to reimburse Attorney for all such costs and expenses from Client's share of any Recovery, as defined in paragraph 7.B. Any costs and expenses incurred by Attorney prior to April 17, 2017 will be paid by Attorney and will not be reimbursed from any Gross Recovery.

Client understands that Attorney may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorney may, in its reasonable discretion, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any Recovery.

In some instances, it may be necessary or advisable for Attorney to retain special outside counsel to assist on matters other than prosecuting the Claims as described in paragraph 5 above. Examples of such instances include the following: a defendant may seek bankruptcy protection; a defendant may attempt to fraudulently transfer some of its assets to avoid paying the Client's claim; or a separate lawsuit may need to be filed against a defendant's insurance company. Client agrees that Attorney may retain such special outside counsel to represent Client when Attorney deems such assistance to be reasonably necessary or advisable. Before the association becomes effective, Client shall have the opportunity to consent in writing to the terms of the arrangement after being advised of 1) the identity of the lawyer or law firm involved, 2) whether the fees will be divided based on the proportion of services rendered or by lawyers agreeing to assume joint responsibility for the representation, and 3) the share of the fee that each lawyer or law firm will receive or, if the division is based on the proportion of services performed, the basis on which the division will be made. Fees for such outside counsel shall be paid from the total attorneys' fees described in paragraph 7 above and shall not be considered a cost or expense and shall not increase the amount of fee owed by Client.

9. REIMBURSEMENT OF COSTS, EXPENSES AND DISBURSEMENTS. In the event that there is no recovery, Client shall not be required to pay Attorney a fee for their services or to reimburse Attorney for costs, expenses and disbursements made in connection with the institution and prosecution of the claim.
10. REPRESENTATION OF RELATED INTERESTS. Attorney shall have the right to represent other municipalities, governmental agencies or governmental subdivisions in other litigation relating to the Contamination or similar litigation without the consent of Client, subject to the requirements of the New York Rules of Professional Conduct and the Minnesota Rules of Professional Conduct relating to conflicts of interest. Client has conferred with its own separate corporate or municipal counsel, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest which may occur as the result of Attorney's current and continuing representation of other entities in similar litigation. In any legal services agreement that Attorney enters with another Minnesota client regarding litigation against the same or substantially same defendants for the same or substantially the same causes of action for damages from contamination from coal tar sealant, if the terms and conditions of the legal services agreement are more favorable to that client than this Agreement, the Attorney must offer the same terms to Client.
11. SETTLEMENT. Attorney will not settle Client's Claim without the approval of Client, who will have the absolute right to accept or reject any settlement. Attorney will notify Client promptly of the terms of any settlement offer received by Attorney.
12. POWER OF ATTORNEY. Client gives Attorney a power of attorney to execute all reasonable and necessary documents connected with the performance of legal services provided under this agreement including pleadings, verifications, dismissals and orders. Client's Claim will not be settled without obtaining Client's consent.
13. ATTORNEY'S LIEN. Attorney will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of its representation of Client under this

Agreement and on all proceeds of any Recovery obtained (whether by settlement, arbitration award, court judgment or other means), to the extent that such fees, costs and proceeds are due and payable to Attorney under this Agreement.

14. **DISCHARGE OF ATTORNEY.** Client may discharge Attorney at any time by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorney is Client's attorney of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorney. In the event that Attorney is discharged, for whatever reason, and if Client later receives a Gross Recovery, Client remains obligated to pay Attorney a reasonable and proportionate (based on work performed) share of the percentage as agreed in paragraph 7.A and to reimburse Attorney for all reasonable costs and expenses.
15. **WITHDRAWAL OF ATTORNEY.** Client and Attorney agree that if, after investigation of the facts and research of the law, Attorney believes that Client's Claims are of limited merit, Attorney may terminate this agreement with Client prior to and without filing suit, and said termination will release Attorney from any further action on Client's claim and discharge Attorney from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by Client to Attorney. After filing suit, Attorney may withdraw as permitted under the New York Rules of Professional Conduct and Minnesota Rules of Professional Conduct. Upon termination of representation, Attorney shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, and will surrender papers and property to which Client is entitled. Notwithstanding Attorney's withdrawal after filing suit, Client will remain obligated to pay Attorney as provided in paragraph 14 above for all services provided, and to reimburse Attorney for all reasonable costs if Attorney's withdrawal is due to Client's failure to cooperate with Attorney in the prosecution of the case.
16. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** At the termination of services under this Agreement, Attorney will release promptly to Client upon request all of Client's papers and property. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not. If Client has not requested its papers and property within ninety days after Attorney has given Client written notice that the case is over and that those papers and property are available to Client, however, Attorney may dispose of those papers and property.
17. **INDEPENDENT CONTRACTOR.** The relationship to Client of Attorney, and any associate counsel or paralegal provided through Attorney, in the performance of services hereunder is that of independent contractor and not that of employee of the Client, and no other wording of this agreement shall stand in derogation of this paragraph. The fees and costs paid to Attorney hereunder shall be deemed revenues of their respective law office practices and not as remuneration for individual employment apart from the business of that law office.
18. **NOTICES.** All written notices and communications to Client relating to this agreement shall

be mailed to or personally delivered to [insert name, entity and address], and written notices and communications to Attorney relating hereto shall be mailed to or personally delivered to Robin Greenwald, Weitz & Luxenberg, P.C., 700 Broadway, New York, New York 10003; Edan Rotenberg, Super Law Group, 180 Maiden Lane, Suite 603, New York, NY 10038; and Janet C. Evans, Gray, Plant, Mooty, Mooty & Bennett, P.A., 500 IDS Center, 80 South Eighth Street, Minneapolis, MN 55402-3796.

19. **DISCLAIMER OF GUARANTEE.** Although Attorney may offer an opinion about possible results regarding the subject matter of this Agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guarantee.
20. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
21. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable, void, or voidable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect. In addition, Client and Attorney agree that any disputes arising from the provision that is held unenforceable, void, or voidable will be resolved in accordance with paragraph 23.
22. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.
23. **GOVERNING LAW; DISPUTES ARISING UNDER AGREEMENT; VENUE.** This Agreement will be controlled by the laws of the State of Minnesota, without regard to conflict of law provisions. Client and Attorney agree to submit any controversy, claim, or dispute arising out of or relating to this Agreement, its performance, and/or breach to non-binding mediation services before a certified Minnesota qualified neutral mutually acceptable to Client and Attorney. The mediation must be conducted at a location mutually agreed upon by the parties in the seven-county Twin Cities metropolitan area. The cost of the mediator's services will be shared equally by the parties. If either party does not agree with the outcome of the mediation, the parties may seek remedies available under law. Any litigation commenced with respect to such disputes must be commenced in Minnesota state district court in Hennepin County, Minnesota.
24. **AUDIT DISCLOSURE.** Attorney must allow Client or its duly authorized agents reasonable access to the Attorney's books and records related to expenses, costs and time spent in furtherance of the services provided under this Agreement, including books and records related to expenses, costs and time spent by any approved subcontractors in furtherance of the services provided under this Agreement for a period of six years after the effective date of this Agreement, subject to the attorney client privilege, work product doctrine or any other valid and applicable protection.

25. **SUBCONTRACTOR.** This paragraph is inserted in this Agreement pursuant to Minn. Stat. §471.425, Subd. 4a. Attorney may not enter into subcontracts for services provided in this Agreement except as allowed by this Agreement or with the Client's prior consent. Attorney agrees to pay any subcontractor within ten days of the Attorney's receipt of payment from the Client for undisputed services provided by the subcontractor as is described in Paragraph 8, unless any subcontractor previously has been paid in full by Attorney. Attorney must pay interest of 1.5% per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For any unpaid balance of less than \$100, the Attorney must pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Attorney must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
26. **GOVERNMENT DATA.** Attorney acknowledges that, to the extent this Agreement requires Attorney to perform a government function, all of the data created, collected, received, stored, used, maintained or disseminated by Attorney in performing government functions is subject to the requirements of the Minnesota Government Data Practices Act (Minn. Stat. § 13.01 *et. seq.* the "MGDPA"), except to the extent the data is privileged pursuant to the attorney client privilege or work product doctrine, or any other appropriate exception to or exclusion from the MGDPA, and that Attorney must comply with the MGDPA as if Attorney were a government entity, including the remedies in Minn. Stat. §13.08, subject to the attorney client privilege, work product doctrine, or any other appropriate exception to or exclusion from the MGDPA. Attorney agrees to promptly notify Client of any request for data that Attorney receives related to this Agreement.
27. **EQUAL OPPORTUNITY.** During the performance of this contract, the Attorney and any subcontractor must not discriminate against any employee or applicant for employment, or participant in work to be provided under this Agreement, by reason of any characteristic or classification protected by state or federal law. Attorney and any subcontractor must comply with the anti-discrimination rules, laws and regulations applicable in the state where Attorney and any subcontractor are located.
28. **EFFECTIVE DATE OF AGREEMENT.** The effective date of this agreement will be the date when, having been executed by Client, one copy of the Agreement is received by Attorney. Once effective, this Agreement will, however, apply to services provided by Attorney on this matter before its effective date.
29. **EXECUTION.** This Agreement may be executed by transmittal of facsimile signature counterparts. Attorney agrees to provide Client with an original executed Agreement upon the request of Client. This agreement and its performance are subject to the New York Rules of Professional Conduct and the Minnesota Rules of Professional Conduct.

The foregoing is agreed to by:

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

Dated: _____

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

By: _____
Joe Lynch, City Administrator

Dated: _____

ATTEST:

Michelle Tesser, City Clerk

Approved as to Form and Execution:

CITY OF INVER GROVE HEIGHTS

By: _____
Timothy Kuntz, City Attorney (LeVander, Gillen and Miller)

Dated: _____

WEITZ & LUXENBERG, P.C. (Attorney)

By: _____
Robin L. Greenwald

Dated: _____

SUPER LAW GROUP (Attorney)

By: _____
Edan Rotenberg

Dated: _____

GRAY, PLANT, MOOTY & BENNETT, P.A. (Attorney)

By: _____
Nancy Q. Burke

Dated: _____

- COAL TAR -

ASSOCIATION AGREEMENT AMONG WEITZ & LUXENBERG, PC, SUPER LAW GROUP AND GRAY PLANT MOOTY

This Agreement sets forth the roles of the law firms in the joint prosecution of cases on behalf of Minnesota cities or other MS4 entities against coal tar refiners relating to contamination of stormwater ponds with PAHs from coal tar sealants in the District of Minnesota.

Weitz & Luxenberg, PC (WL) will act as lead co-counsel. WL will be responsible for the payment of out of pocket costs for the general expenses of the litigation, such as, electronic discovery vendors, document management systems, or expert fees. It is understood that WL's lead co-counsel role will amount to approximately 80 percent of the overall time spent on the litigation of this case. WL will receive eighty (80) percent of the legal fee for its roles and responsibilities as set forth in this Agreement, calculated from the net amount of the fee.

The Super Law Group (SLG) will act as co-counsel. SLG will not be responsible for the payment of any out of pocket costs for the general expenses of the litigation, such as, electronic discovery vendors, document management systems, or expert fees, but it will be responsible for its own costs of serving as co-counsel, including travel meals, internal copying costs, and other firm costs typical of serving as counsel to litigation, which expenses, if any, will be reimbursed from the litigation recovery. It is understood that SLG's co-counsel role will amount to approximately twenty (20) percent of the overall time spent on the litigation. SLG will receive ten (10) percent of the legal fee for its roles and responsibilities as set forth in this Agreement, calculated from the net amount of the fee.

Gray, Plant, Mooty, Mooty & Bennett, P.A. (GPM) will act as local counsel for W&L and SLG. This role will include typical local counsel duties, such as providing local experience, knowledge, and custom; moving for admission *pro hac vice*; providing offices as needed for depositions, meetings and local work space; attendance at significant hearings; reviewing pleadings and filings; and advising and consulting concerning local law and case strategy. GPM will not be responsible for the payment of out of pocket costs for the general expenses of the litigation, such as, electronic discovery vendors, document management systems, or expert fees, but it will be responsible for its own costs of serving as local counsel, including travel, meals, internal copying costs, and other firm costs typical of serving as local counsel, which expenses, if any, will be reimbursed from the litigation recovery. GPM will receive ten (10) percent of the legal fee for its roles and responsibilities as set forth in this Agreement, calculated from the net amount of the fee.

W&L, SLG and GPM will not reimburse or indemnify the clients for any cost judgment or assessment against them or any part thereof.

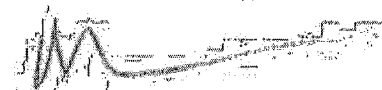
Dated: April 24, 2018



Weitz & Luxenberg



The Super Law Group



Gray, Plant, Mooty, Mooty & Bennett, P.A.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date:	February 11, 2019		Fiscal/FTE Impact:
Item Type:	Consent Agenda	☒	None
Contact &	Janet Shefchik, HR Manager	☐	Amount included in current budget
Reviewed by:		☐	Budget amendment requested
Prepared by:	Carrie Isaacson, Admin Svc Coord	☐	FTE included in current complement
		☐	New FTE requested – N/A
		☐	Other

PURPOSE/ACTION REQUESTED

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

Full-Time Employment:

Sharratt, Andrew, Police Officer

Part-Time/Temporary/Seasonal Employment:

Fire

Kinney, Gabriel, Fire Instructor

Parks-Recreation-VMCC

Bohn, Sydney, Lifeguard
 Brooks, Chris, Fitness Worker/Personal Trainer
 Gall, Mackenzie, Fitness Worker/Instructor
 Knapp, Tracy, Child Care Worker
 Mulvihill, Brianna, Child Care Worker

Voluntary Resignations and/or Terminations:

Finance

Smith, Kristi, Finance Director

Parks-Recreation-VMCC

Betz, Daniel, Parks/Streets Maintenance Helper
 Sobaszekiewicz, Matthew, Lifeguard

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**VFW Post 295– Consider Application for Lawful Purpose Gambling
Premises Permit at Moose Lodge 1088, 5927 Concord Blvd E**

Meeting Date: February 11, 2019
Item Type: Public Hearing
Contact: 651.450.2513
Prepared by: Michelle Tesser, City Clerk
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider the resolution approving the application of VFW Post 295. for a premises permit to conduct lawful purpose gambling operations at Moose Lodge 1088, 5927 Concord Blvd E.

SUMMARY:

VFW Post 295 has submitted an application for a premises permit to conduct lawful purpose gambling operations at Moose Lodge 1088 effective upon Council approval. The organization's gambling manager, Alan Running has reviewed the City's local gambling ordinance and believes their organization would fulfill the intent of the ordinance which is to maintain the use of the proceeds within the City and defined trade area.

An investigation of the Treasurer Lawrence Grindland, Gambling Manager, Alan Running and other staff; Elisabeth Mrotz, Jennifer Nietz and Edith Jarvis were completed by the Police Department and the investigation was approved by the Police Chief.

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

RESOLUTION NO.

**RESOLUTION APPROVING THE APPLICATION OF
VFW POST 295
FOR A PREMISES PERMIT TO CONDUCT LAWFUL PURPOSE GAMBLING AT
MOOSE LODGE 1088
LOCATED AT
5927 CONCORD BLVD E, INVER GROVE HEIGHTS, MINNESOTA**

WHEREAS, Minnesota Statutes require premises on which lawful gambling is conducted to be licensed by the Minnesota Charitable Gambling Control Board, and

WHEREAS, VFW Post 295 has submitted an application Lawful Gambling Premises Permit at Moose Lodge 1088, 5927 Concord Blvd E, Inver Grove Heights, and

WHEREAS, the City of Inver Grove Heights has conducted the required background investigation on the application which has not developed any facts that would constitute the basis for denial, now

THEREFORE, BE IT RESOLVED, By the City Council of the City of Inver Grove Heights, County of Dakota, State of Minnesota, hereby approves the application of VFW Post 295 for a lawful gambling premises permit at Moose Lodge 1088, located at 5927 Concord Blvd E, Inver Grove Heights, subject to compliance with the provisions of the City's Gambling Ordinance or Minnesota Statutes relating to charitable gambling and requests waiver of the 30-day waiting period.

FURTHER, to direct staff to forward a copy of this resolution to the Minnesota Charitable Gambling Control Board.

Adopted this 11th day February, 2019

Ayes:

Nays:

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

From: [Moose Lodge 1088](#)
To: [Michelle Tesser](#)
Subject: Re: Gaming at Moose Lodge 1088
Date: Thursday, January 03, 2019 6:32:30 PM

I just want to clarify one item for the record. The IGH Lions Club has nothing to do with gaming at our Lodge. They are strictly meeting here as an organization. The term "Renter" allows us as a private club to allow them by our Organization's General Laws to meet here as a Charitable Organization for \$1.00 in our back meeting room..

Questions please feel free to call me.

With thanks,

Thomas Polzin, Administrtator

On Fri, Dec 21, 2018 at 8:11 AM Moose Lodge 1088 <mooselodge1088@gmail.com> wrote:

This is email is in addition to a formal letter of intent sent to you for the Moose Lodge to switch gaming partners. The So St Paul Lions Club will be replaced (pending permit approval with your city and the MGCB) January 31, 2019. The SSP Lions have been sent official 30 day notice effective January 1, 2019 to the SSP Lions per our agreement.

The replacement is the So St Paul VFW who are starting the permit/ application process with you. The VFW has a 5 star Gaming rating by the MN Gambling Control Board (MGCB). The VFW is currently licensed for multiple gaming sites. They will be applying for a secondary gaming site with the MGCB just as the SSP Lions did.. The So St Paul VFW sold their property and closed their building November 1 but are still running their Organization administratively in temporary offices in South St. Paul.

Since that date they have used our building for meetings only or special events that were previously scheduled after Nov 1. The VFW provided the same courtesy to us when our building burned down for 18 months. They will be temporally moving into our facility as a partner until they can locate new property. We are hoping they will consider our facility and Inver Grove Heights for a permanent home for meetings and gaming. If they find a new facility it will not include bar or kitchen operations. It helps both fraternal organizations stay viable, a trend we are seeing done nationally. They are very strong in the local community with name recognition and charitable donations.

The VFW also run what we feel has better administrative controls and opportunities as a Gaming provider. The Lions gaming manager is not open change/adapt legal opportunities to stay competitive with other public venues in the area for our members. In other words neither of us are making any money. Our share is 10% net per state law in the form of rent for gaming operations at our facility. It comes down to a business decision and meet our members needs.

We don't think negatively on the So St Paul Lions club. The Lions have good controls (CPA) and have done nothing wrong. It is more of a dissatisfaction with their style of running their gaming. We feel the VFW is more progressive or open to our needs and will offer competitive games/raffles to bring in more revenues to our Lodge from our members. This in turn translates into greater charity donations locally. The members are requesting

more of what other public venues offer in terms of gaming. We want to keep the dollars here as much as we can.

We have also partnered with the IGH Lions Club who now are meeting at our Lodge twice a month since August for meetings as a private organization, what we call "renter" in our separate social Hall. We welcome them as another opportunity to our community service efforts. A large percentage of IGH Lions members and their board are already members of our Lodge for years as well.

With the strategic partnerships with VFW and IGH Lions we are strengthening our footprint to the local community with to provide greater community service and charity. We are working in cooperation not competition.

On a side note: We are also very proud we were able to recently provide 34 food baskets for Families in Need for Christmas. Complete dinners and breakfast for a family for Christmas. The baskets run about \$50.00 each which we provide free of charge to the family in need. Our 17th year. The baskets include Ham, Mashed potatoes, veggies, rolls, milk, orange juice, pancake mix, and other various things including gifts to the children to make someone at the holiday feel better about job loss, financial hardship, or illness in the family. We provide this to anyone in the local IGH/SSP area nominated by a member. We also served 24 families during thanksgiving. A donation value of \$2900.00 to our community. Each year the numbers of need grows and we are here to meet a small part of that to the community.

Sincerely,
Thomas Polzin, Administrator
651-455-2142

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Moose Lodge 1088 South Saint Paul

This email is being sent on behalf of informational purposes for Moose Lodge 1088.

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Moose Lodge 1088 South Saint Paul

This email is being sent on behalf of informational purposes for Moose Lodge 1088. If you do not wish to continue to receive email updates, please reply to this email with REMOVE in the subject line. Thank You!!

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

INVER GROVE BREWING CO. - Case No. 19-01ZPA

Meeting Date: February 11, 2019
 Item Type: Regular 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

Consider the following for the old Rainbow property located at 9051 Broderick Boulevard:

- a) An Ordinance Amendment to the Arbor Pointe PUD Ordinance #789 to allow Brew Pub as a permitted use in the CSC District and to add the definition of Brew Pub in the zoning ordinance.
- b) A PUD Plan Amendment to modify the site plan for the building additions
- c) A Resolution relating to vacation of a portion of the drainage and Utility Easement on Lot 3, Block 1, Arbor Pointe 15th Addition.
 - Requires a 3/5th's vote.
 - 60-day deadline: March 8, 2019 (first 60 days)

SUMMARY

The applicant is proposing to expand the old Ruby Tuesday restaurant by adding a 1,728 square foot addition and future outdoor patio for a brew pub restaurant. The interior and exterior of the building would also be remodeled

The Arbor Pointe PUD ordinance and zoning ordinance would also need to be amended to add the use of Brew Pub to the Arbor Pointe ordinance and add the definition to the zoning ordinance.

The building expansion would encroach into an existing perimeter drainage and utility easement at the northwest corner of the building. This portion of the easement would need to be vacated.

ANALYSIS

The revised site plan conforms to all Arbor Pointe PUD standards. The project would provide the "Arbor Pointe Green" color through mural paintings on the wall and other accents.

The entrance point closest to the intersection of Broderick and Buchanan would be closed to improve traffic flow.

RECOMMENDATION

Planning Staff: Recommends approval of the project as presented.

Planning Commission: The Commission asked a couple questions of the applicant and inquired about the liquor license. The Commission then recommended approval of the project (8-0).

Attachments: Arbor Pointe PUD Ordinance Amendment
 Zoning Ordinance Amendment
 Resolution approving the PUD Amendment
 Resolution approving the easement vacation
 Planning Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. ____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS ORDINANCE NUMBER 789, AND AS AMENDED FROM TIME TO TIME, TO ALLOW "SPECIAL EDUCATION SCHOOL" AS A PERMITTED USE IN THE CSC, COMMUNITY SHOPPING CENTER DISTRICT, INCLUDING AMENDED ORDINANCES 809, 826, 843, 846, 921, 922, 979, 980, 981, 982, 1045, 1066, 1085, 1095, 1105 AND 1346.

The City Council of Inver Grove Heights hereby ordains as follows:

SECTION I. Ordinance 789, SECTION VI. Land Use Regulations, Permissible Uses, B. Commercial Uses, is hereby amended to add the following as a Permitted Use in the CSC, Community Shopping Center District:

BREW PUB

SECTION II. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this ____ day of _____, 2019.

George Tourville, Mayor

ATTEST:

AYES:

NAYS:

Michelle Tesser, City Clerk

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 10, CHAPTER 2, ADDING BREW PUB TO THE LIST OF RULES AND
DEFINITIONS**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. Title 10, Chapter 2, **RULES AND DEFINITIONS**,
of the Inver Grove Heights City Code is hereby amended to add the following:

BREW PUB: Shall mean a Brew Pub as defined by Minnesota Statutes §340A.24.

Section Two. Effective Date. This Ordinance shall be in full force and effect
upon its publication as provided by law.

Passed in regular session of the City Council on the 11th day of February, 2019.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PLANNED UNIT DEVELOPMENT AMENDMENT TO
THE OLD RUBY TUESDAY BUILDING TO ADD A BUILDING ADDITION AND
OUTDOOR PATIO ON THE PROPERTY LOCATED AT 9051 BUCHANAN TRAIL**

**CASE NO. 19-01ZPA
(Inver Grove Brewing Co.)**

WHEREAS, a Planned Unit Development (PUD) amendment application has been submitted to the City for property legally described as;

Lot 3, Block 1, Arbor Pointe 15th Addition, Dakota County, Minnesota

WHEREAS, a public hearing concerning the PUD amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on February 5, 2019;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the PUD Amendment to allow a building addition and outdoor patio is hereby approved subject to the following conditions:

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

Site Plan

dated 1/5/19

2. If there are any changes made to roof top equipment, or adding equipment, all roof top equipment must be substantially screened from the street. Any large scale ground mechanical equipment must also be screened with adequate landscape material.

3. If there are any changes made to lighting on the site, all parking lot and building lighting on site shall be a down cast "shoe-box" style or cut-off style and the bulb shall not visible from property lines.
4. Plans and approvals are subject to the review and approval by the City Engineer.

Passed this 11th day of February, 2019.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

RESOLUTION NO. 19-_____

**RESOLUTION PROVIDING FOR THE VACATION OF
A PORTION OF A PERIMETER DRAINAGE AND UTILITY EASEMENTS WITHIN
THE PLAT OF ARBOR POINTE 15TH ADDITION BY RESOLUTION PURSUANT TO
MINNESOTA STATUTES SECTION 462.358, SUBD. 7 AND SECTION 412.851**

WHEREAS, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, the City Council of the City of Inver Grove Heights desires on its own motion to vacate the following described easement situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

SEE EXHIBIT A

WHEREAS, a public hearing on the vacation of the Easement was preceded by two (2) weeks' published and posted notice in accordance with Minnesota Statutes Section 412.851. Notice of the public hearing was mailed to each property owner affected by the proposed vacation at least ten (10) days before the hearing in accordance with Minnesota Statutes Section 412.851.

WHEREAS, a public hearing on the vacation of the Easement was held by the Planning Commission of Inver Grove Heights on February 5, 2019, in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, Minnesota. At the public hearing, all persons interested were afforded an opportunity to present their views and objections to the granting of said petition.

WHEREAS, the Planning Commission of Inver Grove Heights recommended to the Council that it approve the vacation of the Easement.

WHEREAS, the City Council of Inver Grove Heights has determined that the land described in the Easement is no longer needed for the use and purpose recited in the Easement.

WHEREAS, the City Council of Inver Grove Heights has determined that the proposed vacation of said Easement would be in the public interest.

WHEREAS, at least four-fifths majority vote of the City Council is in favor of this resolution.

Resolution No. _____

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

1. That the City Council of the City of Inver Grove Heights, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, hereby vacates the Easement situate in the City of Inver Grove Heights, Dakota County, Minnesota, to wit:

SEE EXHIBIT A

2. That the easement vacation authorized by this resolution shall only be effective following the recording of a Notice of Completion, pursuant to Minnesota Statutes, Section 412.851.

Adopted by the City Council of Inver Grove Heights this 11th day of February, 2019.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

CASE NO: 19-01ZPA

APPLICANT: Inver Grove Brewing Company

REQUEST: Arbor Pointe PUD Ordinance Amendment, PUD Site Plan Amendment and Easement Vacation

HEARING DATE: February 5, 2019

LOCATION: 9051 Buchanan Trail

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: Arbor Pointe PUD/CSC, Community Shopping Center District

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

An application has been received to amend the Arbor Pointe PUD Ordinance to allow a brew pub to be added to the list of permitted uses in the CSC district and to amend the PUD site plan for the old Ruby Tuesday restaurant site to allow a building addition, new outdoor patio area for a brew pub restaurant.

Modifications to the site plan include; an approximate 1,728 square foot addition to the west side of the building that would contain the brewing equipment, remodel of the interior space, future 1,800 square foot patio on the south side of the building and exterior renovations. A brew pub brews their own beer on site for sale and also sells food like a regular restaurant.

The specific applications being requested are:

1. Amendment to the Arbor Pointe PUD Ordinance #789 to allow “Brew Pub” as a permitted use within the CSC, Community Shopping Center District and to add the definition of Brew Pub in the zoning ordinance.
2. A PUD Plan Amendment to modify the site plan for the building changes.
3. Vacation of a portion of a drainage and utility easement near the northwest corner of the building addition.

EVALUATION OF THE REQUEST

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

North -Bank/ office building, senior housing; zoned CSC, HDR; guided Commercial, High Density Residential.

East - Restaurant; zoned CSC; guided Community Commercial

West - Retail strip center; zoned CSC; guided Community Commercial.

South - Commercial; zoned CSC; guided Community Commercial.

ORDINANCE AMENDMENT

The property is governed by the Arbor Pointe Planned Unit Development. It was approved with a master land use plan and ordinance. Each area was zoned a particular land use based on the plan. In this case, this parcel has been designated CSC since the PUD was approved in 1992. Any change to a land use requires an amendment to the Arbor Pointe Ordinance. The land use table for the CSC district currently allows for restaurants and bars. A brew pub is defined differently by State Statutes and so this specific land use category must be included in the Arbor Pointe Ordinance. A brew pub would be a permitted use by the ordinance amendment.

The definition of Brew Pub would also be added to the zoning ordinance. The definition refers to the State definition.

PUD DEVELOPMENT PLAN AMENDMENT

Setbacks. The Arbor Pointe PUD does not have any internal setback requirements. The building addition would extend a little closer to Buchanan Trail (a private road) but would meet all required setbacks.

Parking. The existing parking lot for the old Ruby Tuesday restaurant contains 96 parking spaces. With the changes to the site plan to accommodate the additions, there would be 82 spaces proposed. Based on the seating design shown on the submitted plans, a total of 63 spaces are required. Based on the plans submitted, parking requirements are met.

Parking lot Circulation. The site was originally approved with one direct access point to Buchanan Trail, a shared access to Buchanan and a shared access to Broderick Boulevard. The access on Buchanan closest to Broderick was a right-in/right-out access. There is a lane divider at this point and this was confusing to patrons as they left the site. They had a tendency to turn left into wrong way traffic to leave. As part of this project, the City has volunteered to work with the applicant and close this access point. The applicant had desired to close it also, but at a later date. The access will be closed as part of the improvements installed for the building addition.

Exterior. The applicant is proposing to remodel the building to accommodate their design and to match the brewery addition. The applicant proposes to have a mural painting on the

northwest corner of the site along with other green accents to meet the “Arbor Pointe Green” in the color scheme.

Rooftop Equipment. The elevations continue to show parapet type screening of any roof top equipment. This should satisfy the mechanical screening requirement.

Parking Lot and Building Lighting. No changes to parking lot lighting is proposed. Any new lighting must comply with the standard shoe-box style fixture with flat lens. The source of light must be screened.

EASEMENT VACATION

The far northwest portion of the brewing building addition would encroach into an existing perimeter drainage and utility easement. Engineering has reviewed and determined that a portion of the existing easement can be vacated without causing any problems for any public utility systems. The applicant will provide a description of the portion of the easement to be vacated. Staff supports the vacation.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- o Approval of An **Ordinance Amendment** to the Arbor Pointe PUD Ordinance #789 to allow “Brew Pub” as a permitted use within the CSC, Community Shopping Center District and an **Ordinance Amendment** to add the definition of Brew Pub to the Chapter 10 of the City Code.
 - o Approval of a **Vacation** of a portion of an existing drainage and utility easement within Lot 3, Block 1, Arbor Pointe 15th Addition.
 - o Approval of the **PUD Development Plan** Amendment to modify the site plan to allow for the building addition and site plan modifications:
 1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site Plan

dated 1/5/19
 2. If there are any changes made to roof top equipment, or adding equipment, all roof top equipment must be substantially screened from the street. Any large scale

ground mechanical equipment must also be screened with adequate landscape material.

3. If there are any changes made to lighting on the site, all parking lot and building lighting on site shall be a down cast “shoe-box” style or cut-off style and the bulb shall not visible from property lines.
4. Plans and approvals are subject to the review and approval by the City Engineer.

B. Denial. If the Planning Commission does not favor the proposed applications or portions thereof, the above request or requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Staff recommends approval of the application as presented.

Attachments: Location Map
Applicant Narrative
Color Exterior Drawings
Existing Conditions Plan
Site Plan
Architectural Site Plan
Exterior Detailed Elevations
State Statute definition of Brew Pub



Location Map

Case No. 19-01ZPA



To: *City of Inver Grove Heights*

From: *Lakeville Brewing Co, LLC – Doing Business as Inver Grove Brewing Co*

Subject: Application for Zoning Code Amendment and PUD Amendment for 9051 Buchanan Trail

We request approval to make several changes to the building and use of land at the address 9051 Buchanan Trail (formerly known as the Ruby Tuesday restaurant). We intend to open and operate a full-service Brewpub at this location at the completion of this proposed project. A Brewpub means we will operate a full-service restaurant and bar adjacent to an active commercial brewery. In accordance with Minnesota state law, the beer manufactured in our brewery will only be for sale in one of our locally licensed Brewpubs.

We have been working with our architectural, engineering, restaurant design, and brewery design professional advisors to develop the plans included with this application. The plan includes the expansion of the existing building footprint to accommodate the new intended use for the property. We are investing approximately \$2.2M into this project with the intention of establishing a successful second location. We also believe that this will serve as an anchor business in the Arbor Pointe Development, potentially attracting additional small businesses to the immediate vicinity.

We hope to create a family-friendly gathering place, offering high quality food and craft beer that the community will love. As with our existing location in Lakeville, we will do everything we can to embrace community causes and become a location associated with fun, fellowship, and good works. In 2017 we were named the *Community Business Partner of the Year* by the Lakeville Area Chamber of Commerce. In 2018 our Lakeville location is proud to have supported multiple causes. Our most notable charity events include:

- Co-sponsoring Block Bash which raised over \$5,000 for the Lakeville Public Safety Foundation
- Holding a Golf Tournament to benefit Wishes and More which helped fund a much needed family trip for “Princess Aurora” who is battling a terminal illness
- Raising over \$1400 for the Juvenile Diabetes Research Foundation through the sale of a special batch of beer
- Co-sponsoring a family for Best Christmas Ever which raised over \$5000 for a local family in need after a very difficult year
- Donating merchandise and gift cards to local community groups (youth sports teams, Scouts, Lakeville Area Public Schools, etc.).
- Continuing to support VFW Post 210 by providing a venue for their charitable gambling activities (pull-tabs)

We look forward to bringing this same level of giving and community involvement to Inver Grove Heights.

Below are descriptions of some key changes we are proposing and their expected benefits.

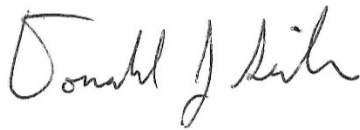
Building Addition: We request permission to expand the building by constructing an addition approximately 1,728 square feet connecting to the Southwest facing exterior wall of the existing structure. This section will have a ceiling height of approximately 20 feet to accommodate the installation of a 2-vessel, twenty-barrel capacity brewery along with six twenty-barrel fermentation

vessels and other necessary brewery equipment. The building addition will extend approximately 31 feet beyond the current structure. The benefit of this addition will be to create a space custom-designed for safe and efficient brewery operation without needing to reduce seating capacity in our dining areas.

Patio: We request permission to add an 1800 square foot patio area on the Southeast facing wall of the existing building (the front of the building). The area will include guest seating, a seasonal bar, and open space to accommodate games and recreation. The benefit of this addition will be to allow patrons to enjoy a seasonal patio experience and also enable us to offer a pet-friendly seating area.

Exterior Aesthetic: As part of the exterior aesthetic we are planning for a mural to adorn the West-facing end of the building. The intention of the mural is multi-faceted. First, we wish to make the brewery addition unique and attractive to the eye. In contrast with the cold, industrial-look of stainless steel vessels through the windows and corrugated metal exterior walls, a mural depicting grain, hops, and grass will create a warm balance and tie in landscaping and accents surrounding the building. Second, it is our intention to use this mural to draw in the desired color palate of the Arbor Pointe development and seek approval under the PUD for the mural, along with several other green accents around the building, to meet the "Arbor Pointe green" requirement. We believe that incorporating the forest green color into a unique mural design will enhance the overall appeal while satisfying the City's planned development requirements. Finally, it is our intention to draw from local artistic talent to design and paint the mural. We believe this is one more way we can involve the community in making Inver Grove Brewing Co a truly local and unique establishment.

Thank you for your attention to our request. We look forward to working with you on this exciting project!

A handwritten signature in black ink, reading "Donald J. Seiler". The signature is written in a cursive, flowing style.

Don Seiler, President
Inver Grove Brewing Co
Lakeville Brewing Co, LLC

INVER GROVE BREWING - ZONING APPLICATION DRAWINGS

1/5/19



SOUTHEAST VIEW
NTS



EAST VIEW
NTS



SOUTH VIEW
NTS



SOUTHWEST VIEW
NTS

**STUDIO
GREY**
710 NE 15TH AVENUE
MINNEAPOLIS, MN 55409
WWW.STUDIOGREYDESIGN.COM



3743 BLAISDELL AVENUE
MINNEAPOLIS, MN 55409
CONTACT: ANDY CAMPBELL
andy@acdcstudio.com

consultants

project title

INVER GROVE BREWING

9051 BUCHANAN TRAIL
INVER GROVE HEIGHTS, MN 55076

client

INVER GROVE BREWING CO.

seal

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MY DIRECT SUPERVISION AND THAT
I AM A DULY LICENSED ARCHITECT
UNDER THE LAWS OF THE STATE
OF MINNESOTA.

ANDREW CAMPBELL

PRINTED NAME

Andrew Campbell

SIGNATURE

1-5-2019

DATE ISSUED

49948

REG. NO.

no. date issued for

1/5/19 ZONING APPLICATION

project no. issue date

283 1/5/19

drawn checked

AMC AMC

sheet title

PROJECT

RENDERINGS

T1.0



consultants

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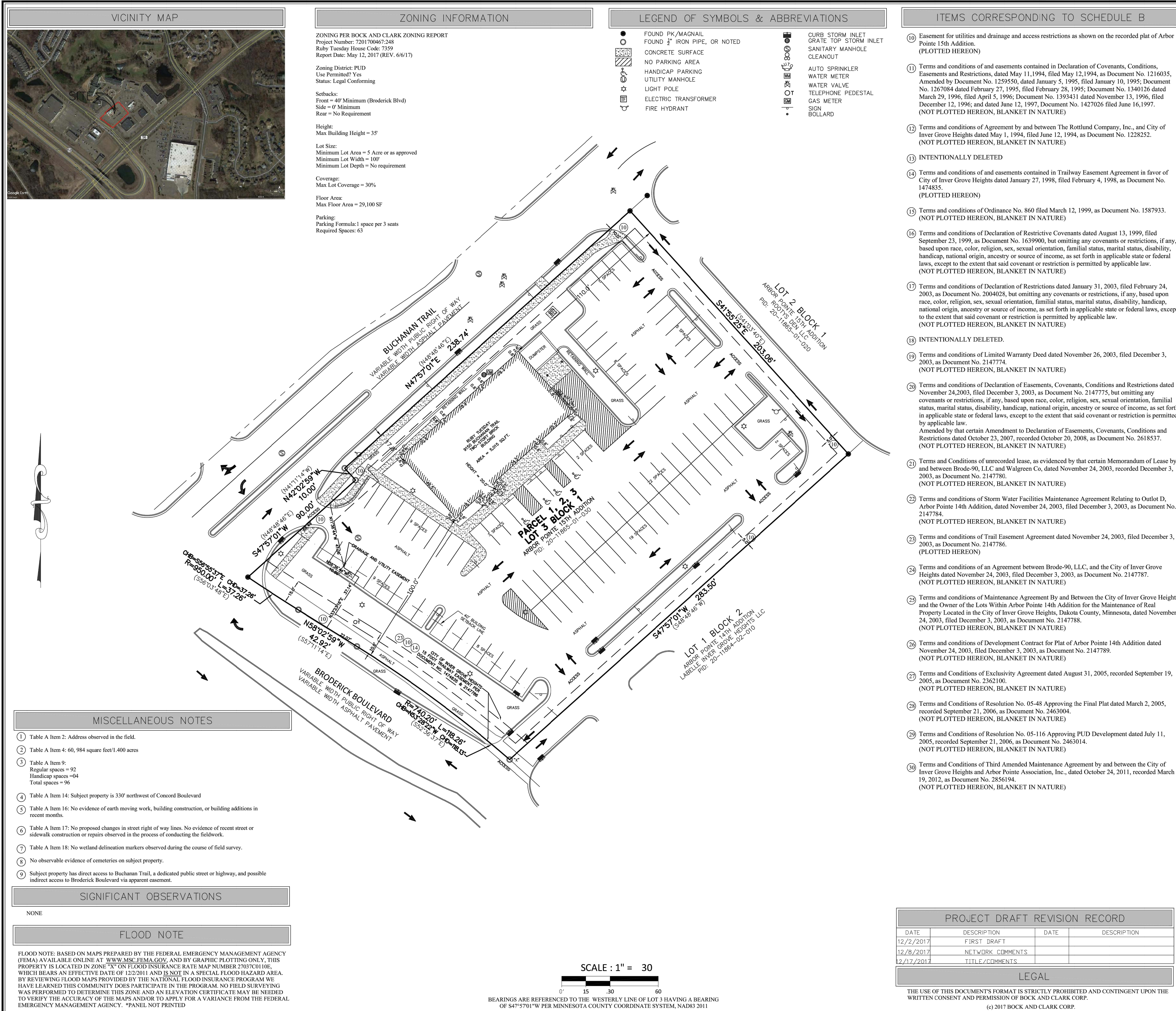
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project no. issue date
283 1/5/19
drawn checked
AMC AMC

sheet title
EXISTING SURVEY

C1.0



ALTA/NSPS LAND TITLE SURVEY

Ruby Tuesday II Portfolio Project
B&C Project No. 201704428, 133

7359 - Inver Grove Heights

9051 Buchanan Trail, Inver Grove Heights, MN

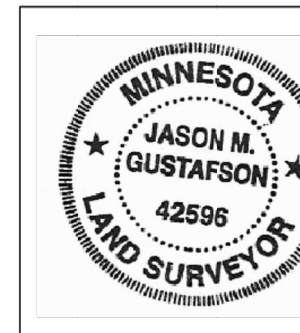
Based upon Title Commitment 239348 of Fidelity National Title Insurance Company

bearing an effective date of November 15, 2017 (2nd Amended 12/4/17)

Surveyor's Certification

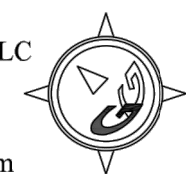
To: Ruby Tuesday, Inc., Goldman Sachs Specialty Lending Group, L.P., as administrative agent and collateral agent, together with their respective subsidiaries and affiliates and their respective successors and assigns as their interests may appear, Fidelity National Title Insurance Company, and Bock and Clark Corporation.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6a, 6b, 7a, 7b, 7c, 8, 9, 13, 14, 16, 17, 18, and 20 of Table A thereof. The field work was completed on 4/23/2017.



I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
Signed: *Jason M. Gustafson* 12/17/2017 Dated
Jason M. Gustafson, PLS
License Number 42596
My license renewal date is June 30, 2018.
Pages or sheets covered by this seal: 1 of 1

Date of Plat or Map: 12/2/2017
Date of Last Revision: 12/17/2017
Bock & Clark NSN Project No. 201704428-133
Survey Performed By:
Gustafson Geomatics LLC
P.O. Box 297
Hammond, WI 54015
quotes@ggeomatics.com



SHEET 1 OF 1

Bock & Clark
SURVEY • ZONING
ENVIRONMENTAL • ASSESSMENT

National Coordinators
1-(800)-SURVEYS (787-8397)

3550 W. Market Street, Suite 200, Akron, Ohio 44333
maywehelpyou@bockandclark.com
www.bockandclark.com



consultants

project title

INVER GROVE BREWING

9051 BUCHANAN TRAIL
INVER GROVE HEIGHTS, MN 55076

client

INVER GROVE BREWING CO.

seal

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ANDREW CAMPBELL

PRINTED NAME

Andrew Campbell

SIGNATURE

1-5-2019

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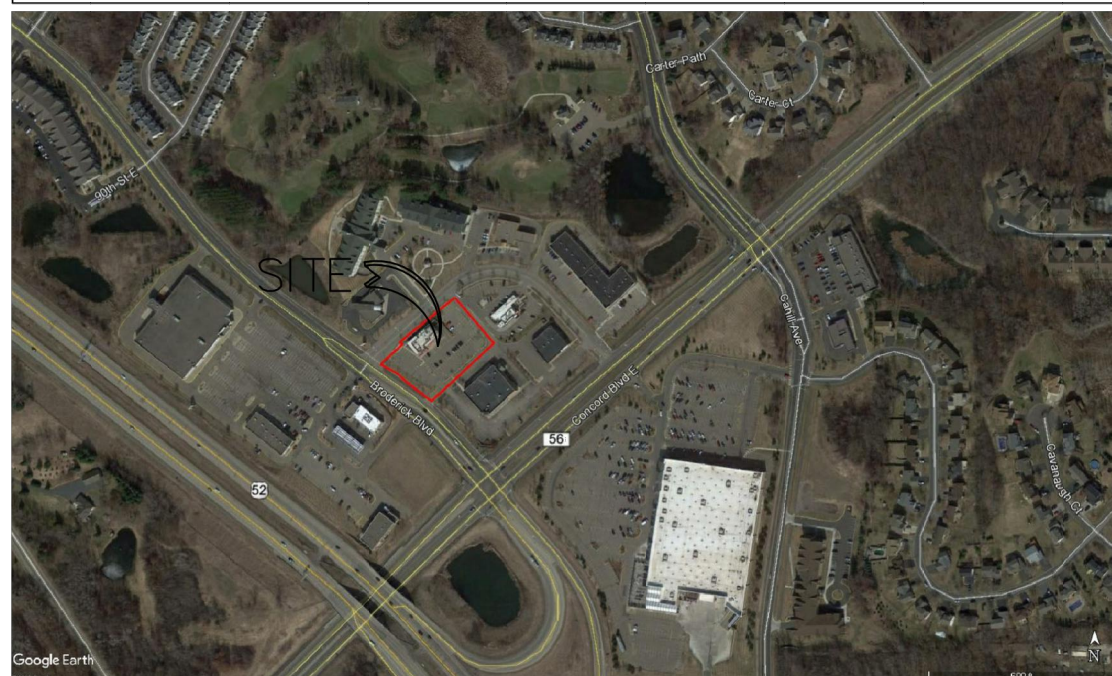
drawn checked
AMC AMC

sheet title

PROPOSED SURVEY

C1.1

VICINITY MAP



ZONING INFORMATION

ZONING PER BOCK AND CLARK ZONING REPORT
Project Number: 720170467248
Ruby Tuesday House Code: 7359
Report Date: May 12, 2017 (REV. 6/6/17)

Zoning District: PUD
Use Permitted? Yes
Status: Legal Conforming

Setbacks:
Front = 40' Minimum (Broderick Blvd)
Side = 0' Minimum
Rear = No Requirement

Height:
Max Building Height = 35'

Lot Size:
Minimum Lot Area = 5 Acres or as approved
Minimum Lot Width = 100'
Minimum Lot Depth = No requirement

Coverage:
Max Lot Coverage = 30%

Floor Area:
Max Floor Area = 29,100 SF

Parking:
Parking Formula: 1 space per 3 seats
Required Spaces: 63

LEGEND OF SYMBOLS & ABBREVIATIONS

- FOUND PK/MAGNAIL
- FOUND 1/2" IRON PIPE, OR NOTED
- CONCRETE SURFACE
- NO PARKING AREA
- HANDICAP PARKING
- UTILITY MANHOLE
- LIGHT POLE
- ELECTRIC TRANSFORMER
- FIRE HYDRANT
- CURB STORM INLET
- GRATE TOP STORM INLET
- SANITARY MANHOLE
- CLEANOUT
- AUTO SPRINKLER
- WATER METER
- WATER VALVE
- TELEPHONE PEDESTAL
- GAS METER
- SIGN
- BOLLARD

SCHEDULE B ITEMS

- Easement for utilities and drainage and access restrictions as shown on the recorded plat of Arbor Pointe 15th Addition. (PLOTTED HEREON)
- Terms and conditions of and easements contained in Declaration of Covenants, Conditions, Easements and Restrictions, dated May 11, 1994, filed May 12, 1994, as Document No. 1216035, amended by Document No. 1259556, dated January 5, 1995, filed January 10, 1995; Document No. 1267084 dated February 27, 1995, filed February 28, 1995; Document No. 1340126 dated March 29, 1996, filed April 5, 1996; Document No. 1393431 dated November 13, 1996, filed December 12, 1996; and dated June 12, 1997, Document No. 1427026 filed June 16, 1997. (NOT PLOTTED HEREON, BLANKET IN NATURE)
- Terms and conditions of Agreement by and between The Rutland Company, Inc., and City of Inver Grove Heights dated May 1, 1994, filed June 12, 1994, as Document No. 1228252. (NOT PLOTTED HEREON, BLANKET IN NATURE)
- INTENTIONALLY DELETED
- Terms and conditions of and easements contained in Trailway Easement Agreement in favor of City of Inver Grove Heights dated January 27, 1998, filed February 4, 1998, as Document No. 1474835. (PLOTTED HEREON)
- Terms and conditions of Ordinance No. 860 filed March 12, 1999, as Document No. 1587933. (NOT PLOTTED HEREON, BLANKET IN NATURE)
- Terms and conditions of Declaration of Restrictive Covenants dated August 13, 1999, filed September 23, 1999, as Document No. 1639900, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. (NOT PLOTTED HEREON, BLANKET IN NATURE)
- Terms and conditions of Declaration of Restrictions dated January 31, 2003, filed February 24, 2003, as Document No. 2004628, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. (NOT PLOTTED HEREON, BLANKET IN NATURE)
- INTENTIONALLY DELETED
- Terms and conditions of Limited Warranty Deed dated November 26, 2003, filed December 3, 2003, as Document No. 2147774. (NOT PLOTTED HEREON, BLANKET IN NATURE)
- Terms and conditions of Declaration of Easements, Covenants, Conditions and Restrictions dated November 24, 2003, filed December 3, 2003, as Document No. 2147775, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. Amended by that certain Amendment to Declaration of Easements, Covenants, Conditions and Restrictions dated October 23, 2007, recorded October 20, 2008, as Document No. 2618537. (NOT PLOTTED HEREON, BLANKET IN NATURE)
- Terms and Conditions of unrecorded lease, as evidenced by that certain Memorandum of Lease by and between Brode-90, LLC and Walgreen Co., dated November 24, 2003, recorded December 3, 2003, as Document No. 2147780. (NOT PLOTTED HEREON, BLANKET IN NATURE)
- Terms and conditions of Storm Water Facilities Maintenance Agreement Relating to Outlet D, Arbor Pointe 14th Addition, dated November 24, 2003, filed December 3, 2003, as Document No. 2147784. (NOT PLOTTED HEREON, BLANKET IN NATURE)
- Terms and conditions of Trail Easement Agreement dated November 24, 2003, filed December 3, 2003, as Document No. 2147786. (PLOTTED HEREON)
- Terms and conditions of an Agreement between Brode-90, LLC, and the City of Inver Grove Heights dated November 24, 2003, filed December 3, 2003, as Document No. 2147787. (NOT PLOTTED HEREON, BLANKET IN NATURE)
- Terms and conditions of Maintenance Agreement By and Between the City of Inver Grove Heights and the Owner of the Lots Within Arbor Pointe 14th Addition for the Maintenance of Real Property Located in the City of Inver Grove Heights, Dakota County, Minnesota, dated November 24, 2003, filed December 3, 2003, as Document No. 2147788. (NOT PLOTTED HEREON, BLANKET IN NATURE)
- Terms and conditions of Development Contract for Plat of Arbor Pointe 14th Addition dated November 24, 2003, filed December 3, 2003, as Document No. 2147789. (NOT PLOTTED HEREON, BLANKET IN NATURE)
- Terms and Conditions of Exclusivity Agreement dated August 31, 2005, recorded September 19, 2005, as Document No. 2362100. (NOT PLOTTED HEREON, BLANKET IN NATURE)
- Terms and Conditions of Resolution No. 05-48 Approving the Final Plat dated March 2, 2005, recorded September 21, 2006, as Document No. 2463004. (NOT PLOTTED HEREON, BLANKET IN NATURE)
- Terms and Conditions of Resolution No. 05-116 Approving PUD Development dated July 11, 2005, recorded September 21, 2006, as Document No. 2463014. (NOT PLOTTED HEREON, BLANKET IN NATURE)
- Terms and Conditions of Third Amended Maintenance Agreement by and between the City of Inver Grove Heights and Arbor Pointe Association, Inc., dated October 24, 2011, recorded March 19, 2012, as Document No. 2856194. (NOT PLOTTED HEREON, BLANKET IN NATURE)

RECORD DESCRIPTION

Parcel 1:
Lot 3, Block 1, Arbor Pointe 15th Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Parcel 2:
Together with the benefits set forth in that certain Exclusivity Agreement dated August 31, 2005, recorded September 19, 2005, as Document No. 2362100.

Parcel 3:
Together with easements set forth in that certain Declaration of Easements, Covenants, Conditions and Restrictions dated November 24, 2003, filed December 3, 2003, as Document No. 2147775, as amended by that certain Amendment to Declaration of Easements, Covenants, Conditions and Restrictions dated October 23, 2007, recorded October 20, 2008, as Document No. 2618537.

This legal description describes the same property insured in Fidelity National Title Insurance Company Commitment No. 239348 bearing an effective date of November 15, 2017 at 7:00 A.M. (2nd Amended 12/4/17)

ALTA/NSPS LAND TITLE SURVEY

Ruby Tuesday Project

7359 - Inver Grove Heights

9051 Buchanan Trail, Inver Grove Heights, MN

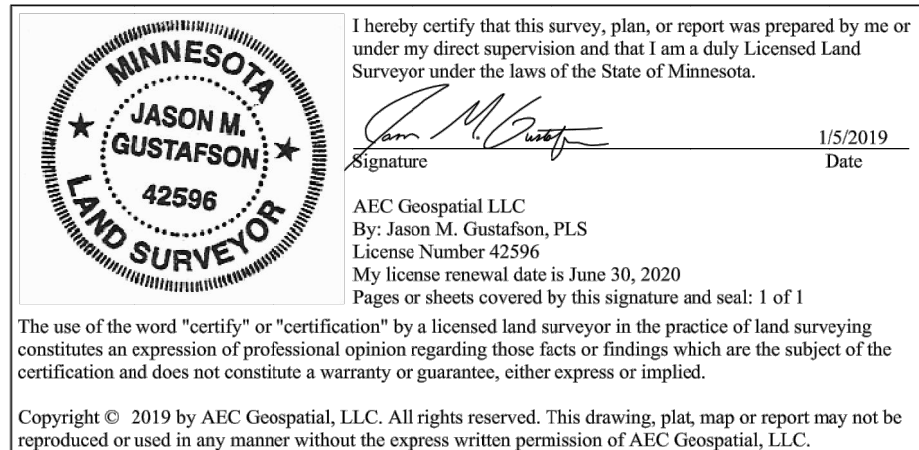
Based upon Title Commitment 239348 of Fidelity National Title Insurance Company

bearing an effective date of November 15, 2017 (2nd Amended 12/4/17)

Surveyor's Certification

To: Ruby Tuesday, Inc., Goldman Sachs Specialty Lending Group, L.P., as administrative agent and collateral agent, together with their respective subsidiaries and affiliates and their respective successors and assigns as their interests may appear, Fidelity National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6a, 6b, 7a, 7b1, 7c, 8, 9, 13, 14, 16, 17, 18, and 20 of Table A thereof. The field work was completed on 4/23/2017, revisit 1/4/2019.



Date of Plat or Map: 12/2/2017
Date of Last Revision: 1/5/2019

Survey Performed By:
AEC GEOSPATIAL, LLC
P.O. Box 297
Hammond, WI 54015

SHEET 1 OF 1

PROJECT DRAFT REVISION RECORD

DATE	DESCRIPTION	DATE	DESCRIPTION
12/2/17	FIRST DRAFT	1/4/19	SITE PLAN OVERLAY
12/8/17	NETWORK COMMENTS	1/5/19	REVISED OVERLAY
12/17/17	TITLE COMMENTS		

SCALE: 1" = 30'

BEARINGS ARE REFERENCED TO THE WESTERLY LINE OF LOT 3 HAVING A BEARING OF S47°57'01" W PER MINNESOTA COUNTY COORDINATE SYSTEM, NA83 (2011)

MISCELLANEOUS NOTES

- Table A Item 2: Address observed in the field.
- Table A Item 4: 60, 984 square feet/1,400 acres
- Table A Item 9:
Regular spaces = 92
Handicap spaces = 04
Total spaces = 96
- Table A Item 14: Subject property is 330' northwest of Concord Boulevard
- Table A Item 16: No evidence of earth moving work, building construction, or building additions in recent months.
- Table A Item 17: No proposed changes in street right of way lines. No evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
- Table A Item 18: No wetland delineation markers observed during the course of field survey.
- No observable evidence of cemeteries on subject property.
- Subject property has direct access to Buchanan Trail, a dedicated public street or highway, and possible indirect access to Broderick Boulevard via apparent easement.

SIGNIFICANT OBSERVATIONS

- PROPOSED BUILDING ADDITION CROSSES INTO DRAINAGE AND UTILITY EASEMENT 1.8'

FLOOD NOTE

FLOOD NOTE: BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AVAILABLE ONLINE AT WWW.FEMA.GOV, AND BY GRAPHIC PLOTTING ONLY. THIS PROPERTY IS LOCATED IN ZONE X ON FLOOD INSURANCE RATE MAP NUMBER 270370110E, WHICH BEARS AN EFFECTIVE DATE OF 12/2/2011 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. BY REVIEWING FLOOD MAPS PROVIDED BY THE NATIONAL FLOOD INSURANCE PROGRAM WE HAVE LEARNED THIS COMMUNITY DOES PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THE ACCURACY OF THE MAPS AND/OR TO APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY. *PANEL NOT PRINTED



consultants

project title

INVER GROVE BREWING

9051 BUCHANAN TRAIL
INVER GROVE HEIGHTS, MN 55076

client

INVER GROVE BREWING CO.

seal

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OF MINNESOTA.

ANDREW CAMPBELL
PRINTED NAME

Andrew Campbell

SIGNATURE

1-5-2019

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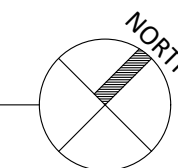
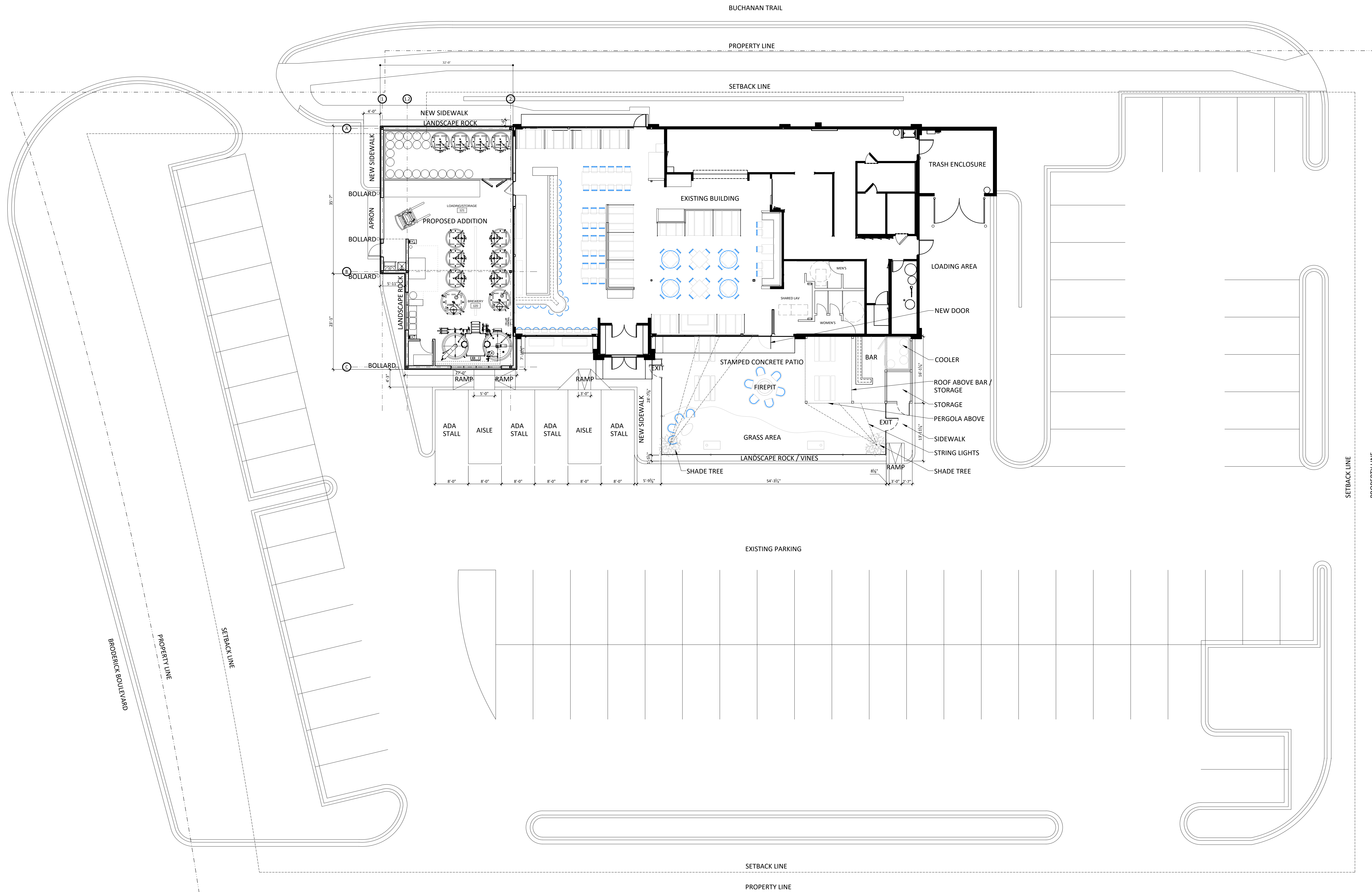
no.	date	issued for
1	1/5/19	ZONING APPLICATION

project no.	issue date
283	1/5/19
drawn	checked
AMC	AMC

sheet title

ARCHITECTURAL
SITE PLAN

L1.0



3743 BLAISDELL AVENUE
MINNEAPOLIS, MN 55409
CONTACT: ANDY CAMPBELL
andy@acdstudio.com

consultants

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PRINTED NAME

SIGNATURE

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1/5/19		ZONING APPLICATION

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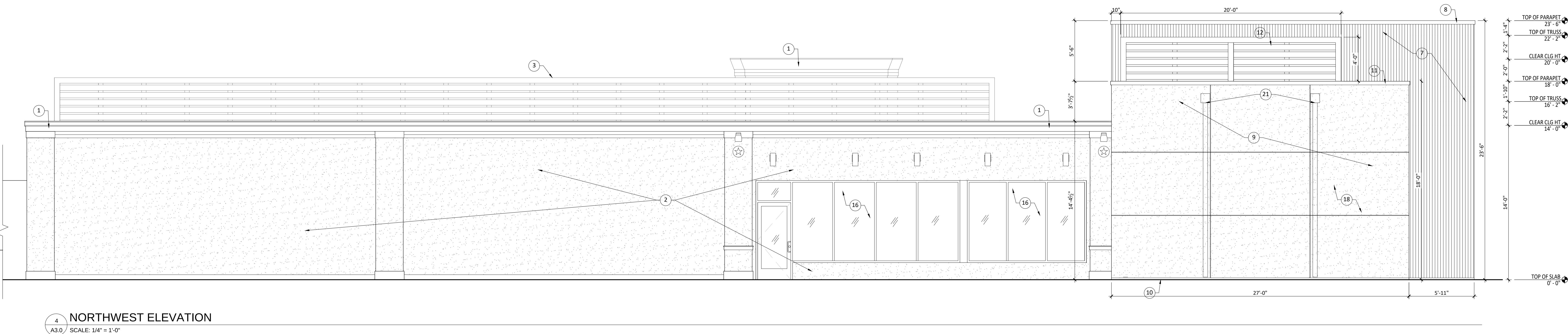
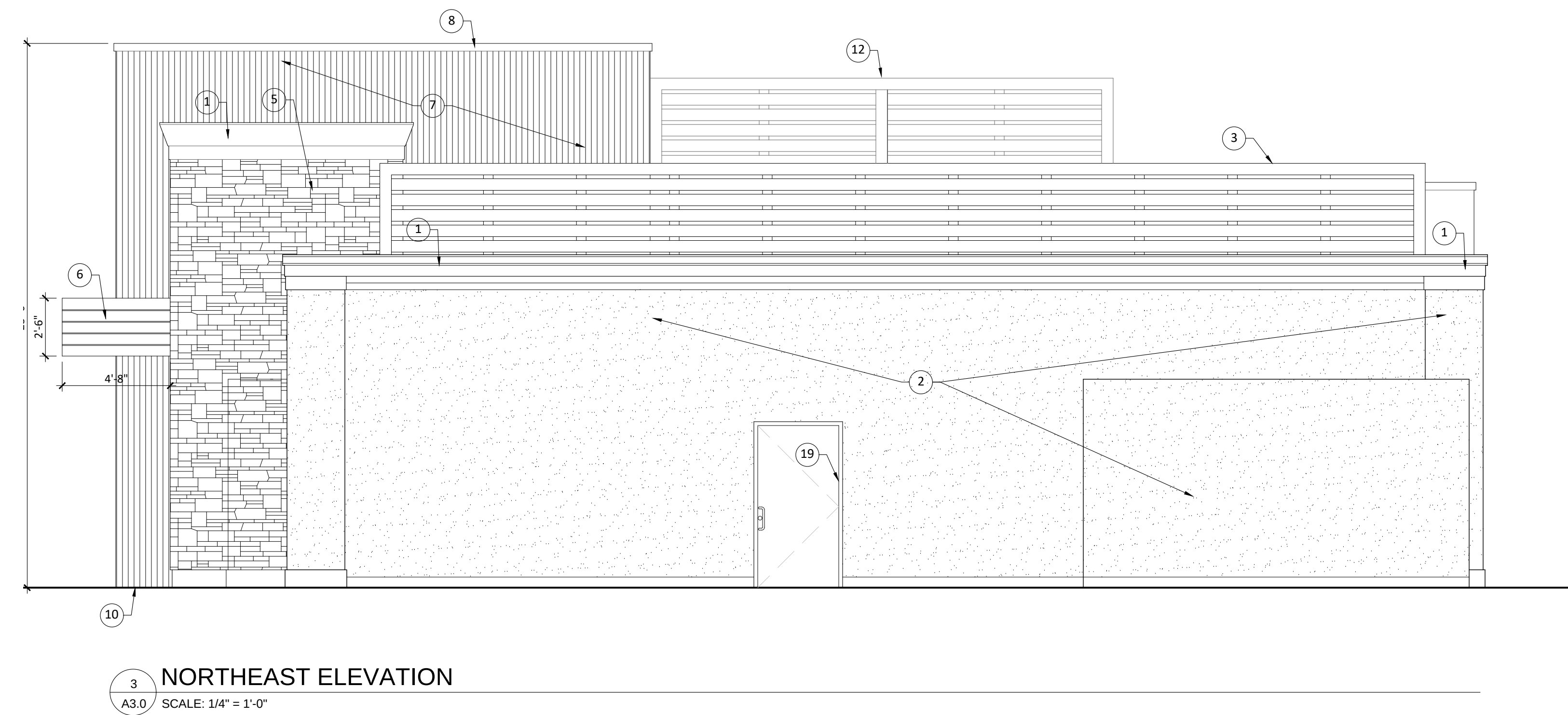
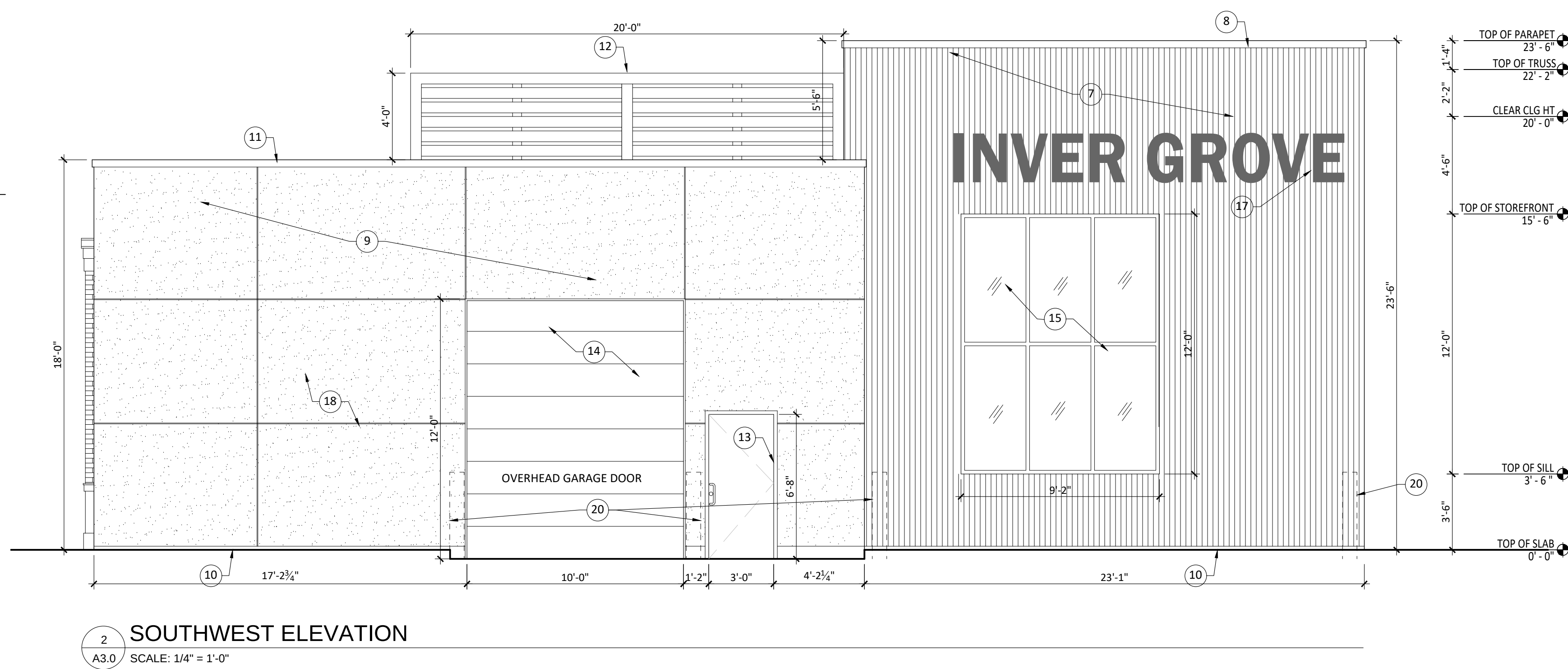
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AMC

sheet title

EXTERIOR
ELEVATIONS

A1.0



ELEVATION KEYNOTES:

1. PAINT EXISTING EIFS STUCCO TRIM DETAILS PT-1
2. PAINT EXISTING EIFS STUCCO PT-2
3. PAINT EXISTING METAL SCREEN WALL PT-1
4. PAINT EXISTING EIFS STUCCO PT-3
5. PAINT EXISTING STONE PT-2
6. NEW STAINED CEDAR SURROUND ON EXISTING ENTRY CANOPY
7. NEW BLACK METAL CORRUGATED SIDING
8. NEW BLACK ALUMINUM COPING
9. NEW EIFS STUCCO SIDING PT-2 COLOR
10. NEW STUCCO GROUND BREAK PT-2 COLOR
11. NEW ALUMINUM COPING PT-2 COLOR
12. NEW PAINTED METAL SCREEN WALL PT-2 COLOR
13. NEW HOLLOW METAL DOOR & TRIM PT-2 COLOR

14. NEW PAINTED STEEL OVERHEAD DOOR PT-2 COLOR
15. NEW BLACK ANODIZED STOREFRONT DOOR & WINDOW
16. EXISTING BLACK ANODIZED ALUMINUM STOREFRONT & WINDOWS
17. NEW EXTERNALLY ALUMINUM SIGNAGE
18. NEW PAINTED MURAL, DESIGN TBD, PRIMARY USE OF PT-3 COLOR
19. PAINT EXISTING HOLLOW METAL DOOR & FRAME PT-2 COLOR
20. NEW CONCRETE BOLLARD - PT-4 COLOR
21. NEW ALUMINUM SCUPPER AND DOWNSPOUT PT-2 COLOR

PAINT SCHEDULE

1. PT-1 - DARK BLUE/ GREY
2. PT-2 - MEDIUM GREY
3. PT-3 - DARK CHARCOAL GREY
4. PT-4 - FOREST GREEN

NOTE: COLORS SUBJECT TO CHANGE

340A.24 BREW PUBS.

Subdivision 1. **On-sale license.** A brew pub may be issued an on-sale intoxicating liquor or 3.2 percent malt liquor license by a municipality for a restaurant operated in the place of manufacture.

Subd. 2. **Off-sale license.** Notwithstanding section 340A.405, a brew pub that holds an on-sale license issued pursuant to this section may, with the approval of the commissioner, be issued a license by a municipality for off-sale of malt liquor produced and packaged on the licensed premises. Off-sale of malt liquor shall be limited to the legal hours for off-sale at exclusive liquor stores in the jurisdiction in which the brew pub is located, and the malt liquor sold off-sale must be removed from the premises before the applicable off-sale closing time at exclusive liquor stores, except that malt liquor in growlers only may be sold at off-sale on Sundays. Sunday sales must be approved by the licensing jurisdiction and hours may be established by those jurisdictions. Packaging of malt liquor for off-sale under this subdivision must comply with section 340A.285.

Subd. 3. **Total retail sales.** A brew pub's total retail sales at on- or off-sale under this section may not exceed 3,500 barrels per year, provided that off-sales may not total more than 750 barrels.

Subd. 4. **Interest in other license.** (a) A brew pub may hold or have an interest in other retail on-sale licenses, but may not have an ownership interest in whole or in part, or be an officer, director, agent, or employee of, any other manufacturer, brewer, importer, or wholesaler, or be an affiliate thereof whether the affiliation is corporate or by management, direction, or control.

(b) Notwithstanding this prohibition, a brew pub may be an affiliate or subsidiary company of a brewer licensed in Minnesota or elsewhere if that brewer's only manufacture of malt liquor is:

- (1) manufacture licensed under section 340A.301, subdivision 6, clause (d);
- (2) manufacture in another state for consumption exclusively in a restaurant located in the place of manufacture; or
- (3) manufacture in another state for consumption primarily in a restaurant located in or immediately adjacent to the place of manufacture if the brewer was licensed under section 340A.301, subdivision 6, clause (d), on January 1, 1995.

Subd. 5. **Prohibition.** A brew pub licensed under this chapter may not be licensed as an importer under section 340A.302.

History: 2015 c 9 art 1 s 3,8; art 2 s 3; 1Sp2017 c 4 art 5 s 4

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER SECOND READING OF ORDINANCES AMENDING CITY CODE 5-5-6, 5-5-12, AND 5-9-2 CONCERNING NUISANCE NOISE, CREATION OF A NEW CHAPTER 14 TO TITLE 4 CREATING A PERMIT FOR A LARGE ASSEMBLY, AND CREATION OF A NEW CHAPTER 15 TO TITLE 4 CONCERNING EXCESSIVE CONSUMPTION OF CITY SERVICES

Meeting Date: February 11, 2019

Item Type: Community Development/Police

Prepared by: Joshua Otis, Commander

Reviewed by: Sean Folmar, Interim Police Chief

Contact: 651-450-2528

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Council is requested to approve the **second** reading of ordinances amending 5-5-6, 5-5-12, and 5-9-2 concerning nuisance noise and creation of new Chapters 14 and Chapter 15 to Title 4 Concerning Large Assembly and Excessive Consumption respectively.

SUMMARY

Community Development and Police Department staff have been collaborating on the following three ordinances:

- 1) **Nuisance Noise:** The proposed ordinance intends to better define what is considered nuisance noise. Adoption of more clearly defined language provides Police a clearer determination of violation of this section when responding to calls for service.
- 2) **Large Assembly:** The proposed ordinance creates a permit for a large assembly. For the purpose of this ordinance, large assembly would be considered an assembly of 200 or more persons on public or private property and/or a “reasonably anticipated assembly” of 50 or more persons on private property IF the property is leased, rented, bartered or promoted specifically for the event. The permit is administrative in nature and collects a volume of information needed to ensure the public health, safety and welfare are protected. Based on the information submitted, the permit may or may not be approved depending on the ability to reasonably protect the public health, safety and welfare. This ordinance and administrative permit process would provide the City an ability to safely accommodate events that would not otherwise be allowed per City Code.
- 3) **Excessive Consumption:** The proposed ordinance aims to impose and collect the costs associated with excessive consumption of City inspection and law enforcement services for violations of City Code that are over and above the cost of providing normal inspection and law enforcement services. Costs would be recovered if more than four inspections are generated to the same address within a continuous 12-month period and after four or more verified incidents of nuisance enforcement services. The proposed ordinance provides for notice prior to incurring excessive consumption costs and an appeals process for the imposition of these fees. Excessive consumption costs would be certified to the property tax and the amounts established by City Council resolution. This ordinance is not anticipated to be utilized often but does provide City staff greater leverage in gaining compliance with property owners of certain problem properties.

All three ordinance drafts were presented to Council during work session discussions on August 6, 2018 and September 4, 2018. Since those work session discussions, the draft ordinances were sent to the City Attorney for final revisions and acceptance. The ordinances attached reflect the City Attorney comments.

Since the first reading on January 28, 2019 the Excessive Consumption ordinance has been revised to remove an incorrect reference to a State Statute pertaining to Charter cities. Since Inver Grove Heights is a Statutory city, a minor revision to the last sentence of the third paragraph of Section 4-15-1 was necessary.

ATTACHMENTS

Ordinance Amending City Code Sections 5-5-6, 5-5-12, and 5-9-2 (Nuisance Noise)

Ordinance Creating a New Chapter 14 to Title 4 (Large Assembly)

Ordinance Creating a New Chapter 15 to Title 4 (Excessive Consumption)

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY
ORDINANCE NO.
AMENDING CITY CODE
SECTIONS 5-5-6 & 5-9-2
REGARDING NUISANCE NOISE**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One: Amendment. Section 5-5-6 of the Inver Grove Heights City Code related to nuisances is hereby amended as follows:

5-5-6: NUISANCES:

A. Public Nuisance Defined: A “public nuisance” is a thing, act, occupation, or use of property which:

1. Unreasonably annoys, injures or endangers the safety, health, morals, comfort, or repose of any considerable number of members of the public.
2. Offends public decency.
3. Unlawfully interferes with, obstructs or tends to obstruct or render dangerous for passage any public park, square, street, walk, lane, alley, highway or other public grounds or waters used by the public.
4. In any way renders the public insecure in life or in use of property.
5. Is declared by law to be a public nuisance and for which no specific penalty is provided.
6. Is an Unnecessary Noise as defined in 5-5-12.

B. Misdemeanor Violation: Any person who knowingly causes or creates a nuisance, or permits any nuisance to be created or placed upon or to remain upon any premises owned or occupied by him, is guilty of a misdemeanor.

Section Two: Amendment. Section 5-5-12 related to Unnecessary Noise is hereby added as follows:

5-5-12 UNNECESSARY NOISE

- A. General Rule. No person shall make, continue, permit or cause to be made or continued any loud, unnecessary, unusual noise or any noise within the city that would be likely to annoy, disturb, injure or endanger the comfort, repose, health, peace or safety of a reasonable person of ordinary sensibilities.
- B. Unnecessary Noise Defined. An “Unnecessary Noise” is a noise that:
 1. Creates amplified sound that is audible above the level of conversational speech at a distance of fifty (50) feet or more from the point of origin of the amplified sound.

Underline reflects new language; ~~strikethrough~~ reflects deleted language

This section would apply to, but is not limited to, large assemblies, live music, music from electronic devices, music from motor vehicles, radio, tape player, disc player, loud speaker, horns, and similar devices.

2. Unless exempted in section 5-5-12C, involves the operation of domestic power equipment, construction and demolition equipment between the hours of 10 pm and 7 am during the week days and 9 pm and 7 am on the weekends and holidays.
3. Is otherwise described in Section 5-9-2.

C. Exemptions: The following noise events are exempt from the provisions under this section:

1. Fire, police, civil defense, or other emergency signaling devices or vehicles.
2. Garbage, refuse hauling and recycling trucks.
3. Noise created exclusively in the performance of emergency work to preserve the public health, safety or welfare, or in the performance of emergency work necessary to restore a public service or eliminate a public hazard.
4. City snow plowing vehicles.
5. Domestic snow removal or lawn cutting equipment when being used as intended.
6. Civic-sponsored parades or festivals lasting no longer than three (3) days and official school district-sponsored athletic events.
7. Anti-theft devices, security alarms and similar systems, when functioning properly.
8. Church bells, chimes, or other bells, when used for their intended purposes.
9. Public works construction and maintenance activities by federal, state, county or city authorities or their contractors, when approved by the Director of Public Works or their designee.
10. All activities and land uses with specific hours of operation that are regulated and approved by the city through a licensing, permitting or zoning process, as long as the activity or use is operating within the designated parameters.

D. Responsible Party. Any owner, tenant, resident, occupant or manager of a building, property location, site or vehicle, who has legal authority to control the activities and who knows or has reason to know of the disturbance and fails to immediately take reasonable steps to abate the disturbance is guilty of violating this section.

Section Three: Amendment. Section 5-9-2 of the Inver Grove Heights City Code related to the definitions of public nuisances on property is hereby amended as follows:

5-9-2: DEFINITIONS:

PUBLIC NUISANCES ON PROPERTY: The following are declared to be public nuisances on property affecting public peace, safety, and general welfare:

S. A violation of section 5-5-12 of this code creating Unnecessary Noise.

Section Four. Effective Date. This Ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this ____ day of _____, 2018.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY
ORDINANCE NO.
CREATING CHAPTER 14 TO TITLE 4
OF THE CITY CODE
REGARDING LARGE ASSEMBLIES**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Creation of a new Chapter 14 to Title 4 of the Inver Grove Heights City Code adding a permit for a Large Assembly.

4-14-1: POLICY, PURPOSE, OBJECTIVE, INTENT:

This chapter is established in order to regulate the assembly of large numbers of persons whose presence in the city can reasonably be anticipated to exceed the capability of the health, sanitary, fire, police, transportation and utility services provided by the city and in order to establish regulations which protect the health, safety and welfare of all persons within the city.

4-14-2: DEFINITION:

For purposes of this section, “large assembly” means a gathering involving more than 50 persons; or actions by one or more persons, the intention of which is to attract and assemble a gathering of persons in excess of 50 at a single time and place for any purpose. Such assemblies may involve a concert, parade, show, festival, carnival, rally, party, street dance, race, or other outdoor activity or celebration that is held on public property, in the right of way or if held on private property, will affect or impact the ordinary and normal use by the general public within the vicinity of the assembly.

4-14-3: PERMIT REQUIRED:

- A. No person shall permit, maintain, promote, conduct, advertise, manage, sell, barter or give tickets to an actual or reasonably anticipated assembly of 200 or more people, whether on public or private property, unless a permit to hold the assembly has been first issued by the city as provided in this article. In addition to the permit required in this section, the applicant must obtain and submit to the city any other state licenses and/or permits necessary to carry on the assembly.
- B. No person shall lease, rent, barter, or promote for some form of remuneration the use of private property for an actual or reasonably anticipated assembly of 50 or more people on said private property, unless a permit to hold the assembly has been first issued by the city as provided in this article. The city may limit the number of events a private property owner may host to protect the health, safety and welfare of the affected neighborhood and community at large.

4-14-4: PERMIT EXEMPTIONS; APPLICABILITY:

A permit is not required for the following assemblies:

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A. Large assemblies sponsored by the city.

B. Any regularly established, permanent place of worship, stadium, athletic field, arena, auditorium, theatre, city parks/community center, school, community college or other similar permanently established place of assembly.

C. The B.E.S.T. Foundation May Day 5K.

D. Golf tournaments.

E. Non-city sponsored events on city or county park property associated with the use of a facility, building or shelter that requires a permit, as long as proper rental permits and other licenses and permits are obtained.

F. Graduation parties, weddings, or funeral gatherings, if located on property that is used as the principal place of residence of the host of the event.

4-14-5: APPLICATION FOR PERMIT:

The application for a large assembly permit shall be made in writing and filed with the either the park and recreation department if a privately sponsored event is planned to be held in any city park, or the police department if the large assembly is to occur at any other location. Application for a large assembly permit shall be made no less than 30 days in advance of the proposed date for the large assembly, upon forms supplied by the city . The application shall contain, the following information:

A. The contact information of the applicant, if an individual; all event partners if a partnership; and all officers of the corporation if the applicant is a corporation.

B. The address and legal description of all property which will be in any way used or occupied by the large assembly.

C. The names and addresses of all persons holding an equitable or legal interest in land, except mortgagees, where the proposed large assembly is to be conducted, together with a written statement of their approval of such use.

D. The names and addresses of all persons with a legal or equitable interest in the land which abuts the subject property.

E. A full description of the nature, purpose and extent of the proposed large assembly. The event description shall include a description of all entertainment or activities attending the event, such as food service, alcohol service, the use and monitoring of inflatables, amusement rides, activities associated with a body of water, the areas where alcohol will be served, fireworks, stunts, or other exhibitions for the enjoyment of participants.

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F. The maximum number of persons that the proposed large assembly may attract at any given time, together with the dates and hours during which the proposed large assembly will be conducted.

G. The full description and information on security plans to be utilized at the proposed large assembly by the applicant, including plans to mitigate access to alcohol by underage person, if applicable.

H. A full description of plans for sound amplification and sound control to be utilized by the applicant.

I. Plans for any food or other concession which will be provided or offered for sale, together with the name, address and licensing information of all concessionaires, catering services, food trucks, including licensed liquor establishments.

J. All other information which would be required by any city department required to review the permit application.

K. A traffic management and parking plan, including special requests for the bagging of no parking signs, if requested or required.

L. Permanent or temporary structures that will be utilized for the event, including but not limited to private homes, garages, sheds, or other outbuildings, tents of any size, portable toilets, or other structures.

M. All site clean-up from the event shall be complete within 36 hours from the termination of the large assembly event.

N. The nonrefundable permit review and investigation fee as provided in the city's published fee schedule.

4-14-6: ADMINISTRATIVE FEES:

As a condition of granting a permit, the city may require establishing of a cash escrow to be deposited with the city clerk. The cash escrow shall be used to guarantee payment by the applicant of the city's costs for legal, engineering, planning, sanitation, health, traffic control, and other law enforcement services which are directly attributable to the large assembly.

4-14-7: ADMINISTRATIVE REVIEW PROCESS:

Following receipt of the permit application, the receiving department (Parks Department or Police Department) shall direct the permit application to city department as appropriate for the type of event being planned. Departmental review many include, but is not limited to, planning, code compliance, public works, parks and recreation, building inspections, police, and fire, including the fire marshal. Each reviewing department shall ensure expeditious review of the permit

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application, excepting circumstances in which the applicant is required to provide additional information.

4-14-8: CONDITIONS OF APPROVAL:

The city may approve a permit and impose any condition reasonably required to protect the health, safety and welfare of the general public and the persons assembled, including, without limitation, the following elements:

A. A fence, barrier or other enclosure which controls and regulates ingress and egress to and from the assembly with reasonable safety and speed.

B. A potable water supply, meeting all local, state and federal standards for sanitation, quality and quantity at the rate of one gallon per person per day.

C. Separate enclosed toilets for males and females which meet state and ADA specifications, conveniently located throughout the grounds, in sufficient numbers to meet the state board of health regulations and standards.

D. An efficient and sanitary method of disposing of solid waste at the rate of at least 2.5 pounds per person per day, together with provisions for restoration of the site to its original condition.

E. A lighting plan for safe illumination during the hours of darkness.

F. Security officers, private, off-duty or on-duty state licensed peace officers in sufficient numbers to provide for adequate safety and security of the proposed assembly. Security and traffic control must meet the requirements of all state authorities and approval of the chief of police.

G. An administrative communications control center for communication with the city officials either by messenger or telephone while the large assembly is being operated.

H. Sufficient adequately training medical personnel permitted to practice in the state and sufficient to provide emergency medical care.

I. A parking area off the public right-of-way and inside the proposed large assembly area sufficient to provide parking space for one vehicle per each four persons anticipated unless participants are bused in from another location. Permission for parking from all affected property owners must be obtained. The extent to which street parking may be required to meet the needs of event participants.

J. A fire protection plan to be provided by the applicant, which shall require approval from the fire marshal and fire chief.

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K. A severe weather evacuation plan.

L. Copies of descriptions of all proposed advertising to ensure that the proposed advertising conforms with the plans as presented to the city.

M. Any restrictions on sound and sound reproduction and amplification as are necessary to contain unreasonable noise within the enclosed boundaries of the location of the large assembly.

N. A surety bond or other financial guarantee approved as to form by the city and established by the city council in an amount of not less than \$5,000.00 to guarantee performance by the applicant of the conditions imposed by the city in granting the large assembly permit.

O. A comprehensive general liability insurance policy covering any and all damages, claims, or other liabilities arising out of the operation of the large assembly, whether incurred by the city or by any other association or person.

P. Inspection by appropriate city officials before, during, and immediately following the permitted event.

Q. The city may limit the size and duration of the large assembly.

4-14-9: PERMIT DENIAL:

- A. A permit may be denied upon a finding by the appropriate department that the proposed assembly is incompatible with existing land uses or will be detrimental to the public health, safety and welfare. Factors considered when determining denial include, but are not limited to the following:
1. Zoning ordinance conflicts with adjacent properties
 2. Concerns regarding noise, lighting, traffic, water supply, waste disposal, sanitation, fire hazards, congestion of persons, and the ability to contain the assembly on the site
 3. The potential for damage to adjoining properties.
 4. Lack of adequate parking areas
 5. The applicant fails to agree to abide by or comply with the conditions of the permit
 6. The information contained in the application is false or there is a material defect or omission in the application
 7. The diversion of too many law enforcement officers to properly police the event
 8. Another permit has already been approved to hold a different assembly at the same time and place or is so close in time as to cause undue traffic congestion or other complications
 9. Other factors affecting the public health, safety and welfare of the public.
- B. In the event the department denies the permit, the applicant may appeal the decision to the city council.

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4-14-10: OVERNIGHT CAMPING:

No person holding a large assembly permit shall permit and no participant in a large assembly shall remain overnight at the location of a large assembly, except for a reasonable number of persons required for security purposes unless permitted by the city as part of the application process.

4-14-11: ISSUANCE OF PERMIT; ENFORCEMENT:

- A. The large assembly permit shall be issued by the appropriate department only after review by the various relevant city departments. The permit shall contain a statement of all required conditions.
- B. Enforcement of this article and of any large assembly permit may take any of the following forms within the discretion of the city:
 - 1. Enforcement by declaring such large assembly to be a public nuisance followed by abatement procedures provided by statute or ordinance.
 - 2. Enforcement by injunction, declaratory judgment, or any other civil remedy by any court of competent jurisdiction.
 - 3. Enforcement by issuing a citation or criminal complaint against persons parking automobiles in violation of this article or any condition of the large assembly permit and the towing of such automobiles at the expense of such persons.
 - 4. Enforcement by disbursing all persons gathered at such large assembly.
 - 5. Enforcement by revoking the large assembly permit, ordering removal of all large assembly paraphernalia and the disbursing of persons gathered at the large assembly.

Section Two. Effective Date. This Ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this ____ day of _____, 2019.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY
ORDINANCE NO.
CREATING CHAPTER 15 TO TITLE 4
OF THE CITY CODE
REGARDING EXCESSIVE CONSUMPTION
OF CITY SERVICES**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Creation of a new Chapter 15 to Title 4 of the Inver Grove Heights City Code regarding excessive consumption of city services.

4-15-1: POLICY, PURPOSE, OBJECTIVE, INTENT:

The city council finds some property owners take little or no responsibility for the maintenance of their property until the city, through its various inspections programs, has repeatedly ordered them to remedy violations of the City Code. Such property owners create excessive costs for the city that are over and above the normal cost of providing inspection services in the city. Property owners who the city must repeatedly order to remedy Code violations on their property consume a disproportionate share of limited city resources.

It is the intent of the city council, by the adoption of this section, to impose and collect the costs associated with re-inspections and the excessive consumption of city inspection services. The collection of such costs for certain properties shall be by assessment against the real property requiring such excessive inspection or reinspection services, pursuant to Minn. Stats. § 429.101, which authorizes the council to provide for reinspection fees to be collected by special assessment and allows cities to collect the costs associated with removal or elimination of public health or safety hazards.

The city council also intends, by the adoption of this chapter, to impose on and collect from the owner of a property the city cost for police and law enforcement services which are over and above the cost of providing normal law enforcement services and police protection city-wide, if the said excess costs are spent to abate a nuisance which has occurred, or is maintained and permitted, on the property. The collection of the costs for such excess police services shall be by assessment against the property on which the nuisance, or activity constituting the nuisance, occurs, pursuant to the authority in the City Code empowering the council to abate nuisances and collect the costs of such abatement by special assessment. Nothing herein shall prevent the city from using the authority and procedures in any other provision of the city ordinance or statute, including but not limited to Minnesota Statutes, section 429.101.

4-15-2: DEFINITIONS:

Except as expressly provided in this chapter, words, terms and phrases used in this chapter have the meanings given them by this code. In cases where conflicting definitions of a word, term or

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phrase make its precise meaning unclear in its application to particular facts, the city administrator is authorized to resolve the definition. For purposes of this chapter the following terms below have the meanings given them:

ENFORCEMENT OFFICER: a person or employee appointed by the City, such as, code compliance official, chief building official, building inspector, fire marshal/inspector, police officer, and health official who may review or conduct code enforcement inspections or enforcement actions for the city.

EXCESSIVE INSPECTION SERVICES: more than four (4) inspections by city staff generated at any one address for existing or new violations of the City Code within a continuous 12-month period.

EXCESSIVE INSPECTION SERVICES FEE: a the fee imposed as herein provided to reasonably compensate and defray the costs otherwise borne by the city for its staff time in conducting "excessive inspection services," as defined, not otherwise necessary, but required due to the condition(s) of the property; the lack of compliance of the property to the applicable code(s) or previous inspection orders, or both. The fee being imposed is an administrative fee, with no connection real or implied to any fine, penalty or abatement expense otherwise imposed, levied, or ordered by the city or a court pursuant to any and all other legal remedies available to the city.

EXCESSIVE POLICE AND NUISANCE ENFORCEMENT SERVICES: those services provided at a specific property address after four (4) or more verified incidents of separate nuisance events had occurred in a prior one hundred eighty-day time period, where notice was provided pursuant to section 4-15-4.

INTERESTED PARTY: any known lessee or tenant of a building or affected portion of a building; any known agent of an owner, lessee, or tenant; any known person holding an unrecorded contract for deed, being a mortgagee or vendee in physical possession of the building; or any other person who maintains or permits a nuisance and is known to the city.

LAST KNOWN ADDRESS: the address shown by Dakota County Property Records or a more recent address known to the police department. In the case of parties not listed in these records, the last known address shall be that address obtained by the police department after a reasonable search. If no address can be found, such address shall be that of the property on which the nuisance occurred, was maintained or permitted.

NUISANCE SERVICE CALL: a response to any activity, conduct or condition occurring within the city that unreasonably annoys, injures, or endangers the safety, health, morals, comfort or repose of any member of the public, or will tend to alarm, anger or disturb others. A nuisance service call may include one or more of the following behavioral incidents:

A. Prostitution or prostitution-related activity committed within the building;

B. Gambling or gambling-related activity committed within the building;

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C. Maintaining a public nuisance in violation of Minnesota Statutes, section 609.74, (1) or (3);

D. Permitting a public nuisance in violation of Minnesota Statutes, section 609.745;

E. Unlawful sale, possession, storage, delivery, giving, manufacture, cultivation, or use of controlled substances committed within the building;

F. Unlicensed sales of alcoholic beverages committed within the building in violation of Minnesota Statutes, section 340A.401;

G. Unlawful sales or gifts of alcoholic beverages by an unlicensed person committed within the building in violation of Minnesota Statutes, section 340A.503, subdivision 2, clause (1), or unlawful consumption or possession within the building by persons under the age of 21 years in violation of Minnesota Statute, Section 340A.503, subdivisions 1 and 3;

H. Unlawful use or possession of a firearm in violation of Minnesota Statutes, section 609.66, subdivision 1a, 609.67, or 624.713, committed within the building;

I. Violation by a commercial enterprise of local or state business licensing regulations, ordinances, or statutes prohibiting the maintenance of a public nuisance as defined in Minnesota Statutes, section 609.74 or the control of a public nuisance as defined in Minnesota Statutes, section 609.745;

J. Actions which constitute a violation of Minnesota Statutes, section 609.72, relating to disorderly conduct; or

K. Actions which constitute a violation of City Code Section 5-5-12 relating to noise regulations.

L. Actions which constitute a public nuisance under local, state, or federal laws.

M. Violation of title 5, chapter 4 regarding animal control.

N. Violation of section 5-5-6 regarding public nuisances.

OWNER: the person or persons who is identified as the property owner of record in the Dakota County Recorder's Office.

REINSPECTION: an enforcement officer has conducted an inspection of the premises, based upon a complaint or otherwise had occasion to view the premises and observed a violation of any provision of the City Code under the jurisdiction of the fire marshal, code compliance officer, or chief building official, has issued a written notice of the violation(s), and then re-inspected the premises to determine compliance with the notice and found that the owner or responsible party had not complied with the written correction notice or orders.

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4-15-3: NOTICE OF EXCESSIVE INSPECTION SERVICES:

A. Written notice of violations. When an enforcement officer conducts an initial inspection of a premises and determines that the property has violations of the City Code, the enforcement officer shall, in addition to any other action the enforcement officer may undertake, serve written notice of the violation or violations in conformance with the requirements set forth in the City Code, and apprise the owner of the required correction measures to bring property into compliance.

B. Notice for collection of reinspection costs and excessive initial inspection costs. If the enforcement officer intends to collect the city costs for re-inspections and excessive initial inspections, then the written notice provided for in the City Code also must:

1. State that if the violations are not corrected within the time period or periods required in the notice, the city's costs in conducting a reinspection after the due date for compliance will be collected by the city from the owner or owners rather than being paid by the taxpayers; and

2. State that if additional new violations of the City Code under the jurisdiction of the respective enforcement officer are discovered by city enforcement officers within the next following 12 months, the city's costs in conducting any additional inspections at the same location within such 12 months will be collected from the owner or owners rather than being paid by the taxpayers of the city; and

3. State that the city will collect such future costs by assessment levied against the real property.

4-15-4: NOTICE OF NUISANCE SERVICE CALLS:

A. If the chief of police or his or her designee has reason to believe that a nuisance service call has occurred, or is maintained or permitted in a building or on a property, and intends to seek reimbursement for police services rendered in the future in connection with such nuisance service calls or activities, he or she shall provide a written notice as required in this section to the owner and each interested party.

B. The written notice shall:

1. State that a nuisance has occurred, or is maintained or permitted in the building, and describe and specify the kind or kinds of nuisance which has occurred, or is being maintained or permitted, including the dates of the activity and any persons involved; and

2. Inform the recipient of the notice that (i) he or she has thirty (30) days to abate the conduct constituting the nuisance, and to take steps to make sure that actions constituting a nuisance will not re-occur, (ii) if, after thirty (30) days from the date of service of the notice, the nuisance re-occurs, or actions or conduct constituting a nuisance take place, the city may in its discretion impose the costs of police services in abating or attempting to

abate such nuisance or nuisance-related activities, and (iii) the costs will be collected by assessment against the property.

3. Be served by personal service, or by first class mail on the owner and all interested parties, at the last known address for each such person or persons.

4-15-5: SUBSEQUENT NUISANCE OR NUISANCE-RELATED ACTIVITY; LIABILITY:

A. If, within the period commencing thirty-one (31) days after a written notice is served pursuant to this chapter and continuing for one (1) year thereafter, a nuisance occurs or is maintained or permitted in the building, and police services are rendered to abate or attempt to abate such nuisance, the costs of providing such police services shall be charged to the property owner and if not paid, shall be assessed against the property and collected as provided in this chapter.

B. The costs for providing excessive police and nuisance enforcement services shall include but are not limited to the gross salaries including all fringes and benefits which are paid by the city of police officers while responding to or dealing with the nuisance or nuisance-related activities, the prorata cost of all equipment including vehicles, the prorata cost of police dogs assisting the officers, the cost of repairs to any city equipment and property damaged in responding to such nuisance or nuisance-related activities, the cost of any medical treatment of injured police officers, and all other costs related to providing the excessive police and nuisance enforcement services.

C. The city reserves its rights to seek reimbursement for costs and damages not recovered by assessment against the property through other legal remedies or procedures.

4-15-6: COST OF ENFORCEMENT SERVICES; COLLECTION:

A. Cost records. The enforcement officer shall keep a record of the costs for providing excessive inspection services and excessive police and nuisance enforcement services, the name and address of the owner, the dates of service giving rise to the costs, the observed violations of the City Code or state statute and the total amount of the costs to be collected against the property, and shall report such information to the city finance director.

B. Notice of fee. Upon establishment by an enforcement officer that an excessive inspection service fee or costs for excessive police and nuisance enforcement services have been justified, the enforcement officer shall notify the owner or the responsible party in writing that the fee is due and owing to the city. The enforcement officer shall notify other departments within the city of the imposition of the fee and no permits, inspections or other work shall be authorized at the address or on the property until the fee is paid.

C. Appeal of imposition of fee. Upon receipt of the notice the fee, the owner or responsible party shall have 14 business days to appeal the imposition of the fee by providing written notice to the city administrator. The city administrator shall make a written decision of the appeal and either personally serve it or send it by first class mail to the owner or responsible party. Appeals from a decision of the city administrator shall be made to the city council by providing written notice to

the city clerk within 14 business days after the decision of the city administrator was mailed or served.

4-15-7: EXCESSIVE INSPECTION SERVICES, FEE AND COLLECTION:

A. The city shall be entitled to collect excessive inspection services fees from a property owner.

B. The fee for excessive inspection services shall be established by city council resolution.

C. Uncollected service fees and costs. On or about October 1 of each year, the finance director or their designee shall notify the city council of the uncollected service fees that have been subject to this ordinance, yet remain unpaid. Unpaid and/or uncollected fees shall be assessed against the property pursuant to Minn. Stat. § 429.101.

4-15-8: EXCESSIVE POLICE AND NUISANCE ENFORCEMENT COSTS AND COLLECTION:

A. The city shall be entitled to collect excessive police and nuisance enforcement service costs from a property owner.

B. Setting date of public hearing. On or about October 1 of each year, the city finance director shall notify the city council of the total cost of such excessive police and nuisance enforcement services performed during the previous year and the portion of such costs to be assessed against each property. Upon receipt thereof, the council shall fix a date for public hearing at which time the council shall consider adopting and levying the service costs. The date of public hearing shall be at least twenty (20) days after adoption of said resolution.

C. Notice of council hearing. Following the adoption of the resolution provided in paragraph (b) above, the city shall give mailed notice to each property owner and shall publish a notice of the hearing at least two weeks prior to the public hearing. The notice shall state the date, time and place of hearing, the purpose of the hearing, identify the properties to be assessed, and the costs of service costs.

D. Notice to owner and interested parties. At least ten (10) days before the hearing, notice thereof shall be mailed by first class mail to the owner and any interested party known to the city, at his or her last known address. Such notice shall also inform the recipient of the notice of the procedures in order to appeal the assessment to district court, as required in Minn. Stat. § 429.061.

E. Public hearing; adoption of assessment roll. On the date of public hearing the council shall consider the adoption of the proposed service costs. The council shall hear all interested parties concerning the proposed costs. At such meeting or at any adjournment thereof, the council may amend the proposed service costs, and shall, by resolution, adopt the service costs as a special assessment against the properties. Special assessments levied hereunder shall be payable in a single installment.

F. Certification to county for collection with taxes. After adoption by resolution of the service costs, and no later than November 15, the city clerk shall transmit a certified copy of said resolution to the county department of property taxation to be extended on the proper tax list of the county and collected the following year along with current taxes.

4-15-9: PENALTY NOT EXCLUSIVE; ADDITIONAL REMEDIES:

A. The imposition of a penalty under this Code, any ordinance of the city, or any rule or regulation adopted pursuant to this Code or such ordinance shall not prevent the revocation or suspension of any license or permit issued or granted under this Code or any ordinance of the city.

B. If any violation of this Code, any ordinance of the city, or any rule or regulation adopted pursuant to this Code or such ordinance is designated as a nuisance under the provisions thereof, such nuisance may be abated by the city in addition to the imposition of criminal citations.

C. The conviction of any person for the violation of any section of this Code, of any ordinance of the city, or of any rule or regulation adopted pursuant to this Code or such ordinance and the payment of a fine or the serving of any term of imprisonment as punishment therefor shall not relieve such person from any other duty, responsibility, liability or obligation imposed by law arising from the act or omission constituting such violation.

D. For construction projects where the chief building official, building inspector, or fire marshal has imposed an excessive inspection services fee, the contractor will be billed for such fees and will not allowed to obtain any additional inspections or new permits until the excessive inspection services fee is paid in full.

E. No Waiver of remedies. Neither the imposition and/or assessment of a fee pursuant to this section shall in any way limit the city's ability to obtain or effect compliance with its Code. The city reserves the right to pursue any and all other legal and equitable remedies it is authorized to pursue by ordinance and or as authorized by state law.

Section Two. Effective Date. This Ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this ____ day of _____, 2018.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

Underline reflects new language

ATTEST:

Michelle Tesser, City Clerk

DRAFT

Underline reflects new language