

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, April 22, 2019

8150 BARBARA AVENUE

7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

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

A. Minutes of April 1, 2019 Work Session Meeting Minutes

Minutes of April 8, 2019 City Council Meeting Minutes

B. Resolution Approving Disbursements for Period Ending April 17, 2019

C. Approval of Rental Housing License

D. Consider Approval of Plans and Specifications and Order Bids for the Heritage Village Park Project

E. Consider Proposal from Braun Intertec for Response Action Plan for Heritage Village Park

F. Approve a Resolution Relating to the Notice of Completion, Encroachment Agreement and Related Agreements for James Van Buskirk for Property Located at 9215 Rich Valley Boulevard

G. Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement, and Permanent Drainage and Utility Easement for 5039 Brent Ave. (Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood)

H. Consider Resolution Approving a Drainage and Utility Easement Agreement and Plans for Driveway Closure at 9051 Buchanan Trail and Approval of Change Order No. 7 for City Project No. 2015-09D – Broderick Boulevard Reconstruction

I. Consider Resolution Receiving Bids and Awarding Contract for the 2019 Pavement Management Program, City Project No. 2019-09A – Crackseal

J. Consider Resolution Receiving Bids and Awarding Contract for the 2019 Pavement Management Program, City Project No. 2019-09B – Sealcoat

K. Consider Resolution Receiving Bids and Awarding Contract for the 2019 Pavement Management Program, City Project No. 2019-09E – Emulsified Asphalt Sealcoat

L. Consider Resolution Receiving Bids for the 2019 Improvement Program, City Project No. 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03– NWA Trunk Watermain Improvements – 65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane

M. Request Approval of the Pay Application #5 for \$270,085.00 to Jorgenson Construction for Project 2014-10 Fire Station #2 New Construction

- N. Consider Resolution Approving Addendum No. 1 for Professional Engineering Services Proposal from Bolton & Menk, Inc. for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements and City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction
- O. Consider Resolution Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for the 2019 Pavement Management Program, City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction
- P. Consider Resolution Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for the 2019 Pavement Management Program, City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements
- Q. Personnel Action

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

6. **PUBLIC HEARING:**

7. **REGULAR AGENDA:**

PLANNING DEPARTMENT:

A. **CITY OF INVER GROVE HEIGHTS;** Consider a Resolution relating to a Conditional Use Permit to allow fill in the Flood Fringe for Heritage Village Park located at 4321 65th Street

8. **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.

9. **MAYOR & COUNCIL COMMENTS:**

10. **ADJOURN:**

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

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, April 1, 2019 6:00 PM - 8150 BARBARA AVENUE**

A. CALL TO ORDER: The City Council of Inver Grove Heights met in Work Session on Monday, April 1, 2019, in the Inver Grove Heights Council Chambers. Mayor George Tourville called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

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

Staff: City Administrator Joe Lynch, Assistant City Attorney Bridget McCauley Nason, Assistant City Engineer Steve Dodge, and City Clerk Michelle Tesser.

1) JOINT PRESENTATION BY LOWER MISSISSIPPI RIVER WMO AND EAGAN-INVER GROVE HEIGHTS WMO

Assistant City Engineer Steve Dodge stated that representatives from Dakota County Soil and Water Conservation Districts of both the Lower Mississippi River Watershed Management Organization WMO, and the Eagan/Inver Grove Heights WMO would be presenting. He stated that Ashley Gallagher and Joe Barton will be providing an overview of the programs and services provided by each Watershed Management Organization. He commented that there were also some residents who are on the Board in attendance.

Ashley Gallagher, Dakota County SWCD & Eagan-Inver Grove Heights WMO Administrator gave the following presentation on WMO (Watershed Management Organization):

History and why to have a WMO:

- 1982 Surface Water Management Act
- Mandatory in 7-County metro area
- Can exist as Joint Powers Organizations among cities
- No taxing authority, rather collect dues
- Often choose to not impose regulations
- Board Appointed by member City Councils
- Inter-Community drainage/flow issues
- May implement project when:
 - Projects are defined in the Plan
 - Petition by member city for projects
- Dakota County has: 4 WMO's, 1 JPO, 1 WD

Eagan – Inver Grove Heights WMO

- Formed in 2014
- Previously Gun Club Lake WMO
- 5 Board Members (2 IGH and 3 Eagan)
- Mission: To oversee member city implementation programs and foster civic engagement within the watershed that promotes citizen participation and responsibility in protecting and improving our water resources.

She stated that this organization completed their first watershed management plan in 2016. Another part of the WMO is that they have many reporting requirements. One of those items is the annual report that is required. She stated that a lot of the work that a WMO does is help cities report on water education. They provide communication with a website and newsletters. She stated that funding is an aspect and that being a WMO allows them access to grants.

She discussed the following three programs and projects that the organization supports:

1. Landscaping for Clean Water: Run by Dakota County Soil and Water Conservation District. This program has been around for ten years. The primary purpose of the program is to educate homeowners and give them the means and guidance to install raingardens, native gardens, and shoreline practices. The program involves an intro class and then people can sign up for a design class. She stated that they oversee them all the way through and at the end they receive a \$250.00 grant.
2. CLIMB Theatre: An Inver Grove Heights organization that has programming that is tailored to stormwater quality. They travel around to elementary schools and give interactive presentations.
3. Master Water Stewards: This is through the Freshwater Society. The cities or the WMO's can support a citizen to go through the Master Waters Stewards Program. They dedicate time and hours similar to the Master Gardener's Program. There is a capstone project at the end that must be completed for the community they serve.

She stated that there are many programs that the WMO leads. The following are three of them:

- Rainbarrels: This program will be kicking off this year. The WMO is finding some financial assistance so that anyone in the watershed has access to a rainbarrel at a discounted price. The cost would be \$40.00 which is less than you can purchase them for. There are also education and outreach components included, such as helping with installation.
- Library Bags: Bags will be available at Inver Glen Library and Westcott Library in Eagan. These are water themed bags that contain water related activities for adults and children to check out like a library book.
- Neighborhood Meetings: These coincide with a CIP project that a city is doing. If there is a retrofit taking place on a stormwater pond, they would look for a partner in that neighborhood, such as a homeowner who would like to host a meeting. They invite them and their neighbors together to discuss the project that the City would do in the neighborhood and programming that they could participate in.

Joe Barton stated that he works for the Dakota County Soil and Water Conservation District. He stated that the Lower Mississippi River Watershed Management Organization is trying to get their name out there and provide services to residents and member cities as much as they can. They serve on an annual basis and provide services via contract between the SWCD and the Lower Mississippi WMO. He stated that he considers himself their sole staff member and Administrator. He discussed the following related to the Lower Mississippi River WMO:

- Formed in 1985 – 55.8 square miles
- 7 Board Managers and 7 Alternate Board Managers (2 Vacant). The Joint Powers Agreement stipulates that each city gets one Manager and one Alternate Board Manager. He stated that they are missing an Alternate Board Member for Inver Grove Heights. There is also a vacancy in St. Paul.
- Watershed Management Plan as guide. This plan is required by the State and was last created in 2011. This will be updated in the next couple of years.
- Vision Statement: Water resources and related ecosystems are managed to sustain their long-term health and integrity through member city collaboration and partnerships with other water management organizations with member city citizen support and participation.

He stated that the seven member cities include: Inver Grove Heights, Lilydale, Mendota Heights, South St. Paul, Sunfish Lake, St. Paul, and West St. Paul.

He stated that the ten-year watershed management plan guides them. They produce an annual activity report and a newsletter. He stated that a lot of state grants are only accessible to watershed management or watershed districts. They partner with cities to find beneficial water quality projects that the city may not have funding access to. They can help bridge that gap. He stated that the management plan identifies issues in the watershed and prioritizes projects based on the resources. They target their efforts on the lowest water quality lakes and conduct studies on those waterbodies and implement projects in partnership with the city to see water quality improvements.

He discussed the following information related to studies:

- The need to have a plan often includes hiring a consultant, working with multiple cities, and determining who is responsible for what. For example: Seidls Lake is owned by South St. Paul and Inver Grove Heights. He stated that they have some active projects that they are seeking out with both cities. He stated that another example is Thompson Lake and the contaminated sediments. He stated that a study would determine how to take out the sediment that has been dumping into that lake for the last 60 years. There is a lawsuit regarding the contamination.
- Allowable flow calculations help them figure out when they have a shared project between three cities and how to come to an agreement on payment responsibilities. The JPA and the WMO sets expectations and standards for the collaboration of projects.
- Water quantity and quality. Making improvements to water quality and not just the water flow.
- Identify Grant and project opportunities. The WMO is trying to be a helpful partner to the member cities.

He discussed projects completed within the last few years and stated that an Alum treatment is a newer practice where you take a water body that has certain conditions. Alum creates a layer, caps off the bottom of the lake, and captures the phosphorus chemically within the lake to reduce algae flows or blooms and increase water quality. He stated that an alum treatment has been implemented on Lakes Augusta and Sunfish. Those were identified as having the lowest water quality. Sunfish Lake saw dramatic improvements. He stated that problems in the lakes took decades to accumulate and takes time to improve. He discussed Thompson Lake in West St. Paul, another project listed as a result from a study done in 2014 by the WMO, and the various steps they would take toward stormwater management. He stated that when they first discovered sediment in the lake it took about nine years to construction. It's a lengthy process with a lot of involvement to make a big project come to fruition.

He discussed the following items that the LMR/WMO is involved with:

- Water Quality Monitoring. Priorities are set annually with some cities doing their own monitoring. Data is collected and analyzed to identify issues and set priorities.
- Education Programs. They have a lot of the same ones that they already partner on within the Lower Mississippi River WMO. The goal is to have County wide programs so there are not multiple entities having similar education programs for stormwater management. He stated that there is one master program that would work everywhere. The WMO provides that and pools funds that come from the cities to provide that service to all residents.
- Metro Watershed Partners. This is an organization that, through the WMO, cities can take advantage of other water resources and natural resources educational materials.
- Master Water Stewards. This gives another level of community engagement and education. Residents go through a series of classes and then become volunteers that the city can utilize at tabling events to put out information for programs or the WMO.
- Storm Drain Stenciling Program. This is a new program beginning this year and is provided throughout the WMO to provide kits for residents to use.

He discussed State funds stating that funds have come from the 2008 Clean Water Land & Legacy Amendment. He commented that this funding is changing to a different method with more of a watershed-based approach. He stated that they are going to require, by 2025, for the entire State of Minnesota, 81 watershed boundaries will have to be covered by a watershed plan. If you have a watershed plan you are eligible for some level of base funding. He stated that in the seven County metro area it is referred to as metro watershed-based funding.

He stated that the ten-year plan was last done in 2011 and will be redone by August 2021. The ten-year cycle gives the opportunity to reassess priorities. He stated that they will be reaching out to member cities for their list of projects, priorities, and issues that exist in Inver Grove Heights and how to merge that with the priorities and issues with the WMO and the other member cities. They will then decide which of those rise to the top to be implemented in that ten-year cycle.

Mayor Tourville thanked them for attending and discussing the programs.

Councilmember Bartholomew asked the Assistant City Engineer if there was access from the city website to the County website for water management and if there were links. Assistant City Engineer Steve Dodge responded that they have been updating the website. He commented that he would check to see if the links were available.

Councilmember Piekarski Krech asked how information about the rainbarrel and classes would get out to the residents. She recommended that the information should get out more often.

Mayor Tourville stated that the bigger group that covers most of Inver Grove Heights is the LMR WMO. He commented that the Eagan/Inver Grove Heights Watershed Management District is a much smaller spectrum. He asked if they needed to be careful of advertising the different programs because Eagan/Inver Grove Heights is a separate organization. He stated that they are short an alternate and asked if they could get that information on the website.

Mayor Tourville stated that a few Simley students did some lake monitoring of a few area lakes.

Mr. Barton responded about the Board and stated that they are lucky that a lot of the City Engineers attend the meeting as advisors. He stated that city staff can no longer be representatives, but there are citizen board members and alternate board members. He commented that nearly all City Engineers attend the meetings. He addressed the Landscaping for Clean Water Program and stated that one of the benefits is that it is county wide. You can live in Eagan and go to a class in Farmington and still get the grant.

Councilmember Dietrich asked if they have noticed a difference in water quality since switching over from the sand/salt mix to the organic sugar beet byproduct in the winter. Mr. Barton responded that they are trying to do a better job this year monitoring the chloride. He stated that when the Minnesota Pollution Control Agency goes through their ten-year cycle, they should be monitoring every single body of water of a certain size. He stated that he would have to go back and dig deeper for information about the chloride levels. He responded that the Lower Mississippi River WMO has been focusing more on phosphorus and water clarity through their volunteer monitoring program. Monitoring for chloride is a different protocol that they are working towards doing more of in the future as it is a bigger issue.

Mayor Tourville asked Assistant City Engineer Dodge if there are projects on the horizon that engineering would be taking a look at. City Engineer Dodge responded that they meet annually with Dakota County Soil and Water and go over future projects to look for funding. He stated that one of the key features they need to understand is that in order to secure that funding, the projects need to be determined far in advance. He commented that one challenge that they may run into with their reconstruction projects is that it would be nice to know what 2020 reconstruction projects are at this time of the year so that they can speak with the watershed and secure watershed-based funding. He stated that securing the CIP Program and identifying future reconstructions or improvement projects as far out in advance as possible helps them to secure the funding and work with the WMO.

Assistant City Engineer Dodge stated that with the raingarden workshop, they are now beginning to offer maintenance workshops. Those workshops are offered at the VMCC. He stated that the annual report states how many Inver Grove Heights residents have participated. He stated staff is working on raingardens in Inver Grove Heights that have maintenance agreements from private individuals. He commented that Master Water Stewards may be looking for volunteer hours, this could be a way to help citizens. He stated that he has received calls from some that have been in the roadside raingarden program and have aged out of it. He commented that this would be a good opportunity to have a Master Water Steward assist the city.

Mayor Tourville stated to communicate with the City Council if they need enough time in order to get part of the plan. He asked if Metro Council is involved in the funding mechanism. Mr. Barton responded that in the last three years they started their own stormwater improvement grant that only allows funding to go to a watershed district or a watershed management organization. He stated one project they did near Seidl's Lake had a \$150,000 grant from the Met Council that was led by the City of South St. Paul.

Mayor Tourville asked the other members in attendance to introduce themselves so they can be thanked for what they do.

Sharon Lencowski, 4000 East 66th Street, Inver Grove Heights, stated that she has been on both boards for Inver Grove Heights for the last five years. She thanked the Council for the opportunity.

Joe Reymann, 526 Chapel Lane, Eagan, stated that he lives on the edge of Burr Oaks Park. He stated that he was involved in the Gun Club WMO in the City of Eagan and transitioned from Gun Club to Eagan-Inver Grove Heights. He stated that he is in his eighth year of serving.

Dawn Gekke, 7477 Cahill Avenue, stated that she is a new member of the Master Water Stewards program and is just earning her certification. She commented that she needs a lot of volunteer hours and to let her know of anyone that may need the help. She stated that she is earning her Masters in Sustainable Management and is looking forward to working with everyone on future projects.

City Administrator Joe Lynch stated that himself, Assistant City Engineer Dodge, and Public Works Director Thureen will work together to see what links there may be to the WMO so they have the information. He stated that they will also make sure to have access to the website for the information and discuss a plan in finding an alternate. He stated that one of the challenges to finding an alternate is that there have not been a lot of people that have expressed interest in this before. He stated that Commission appointments are coming up so the timing may be right.

2) CUSTOMER SURVEY UPDATE

City Administrator Lynch gave an overview and summary on the customer survey and stated that in 2018 the first city survey was conducted. He stated that after discussions the City Council asked for additional demographic information, which was added. On March 15th a PDF of the survey and the link were sent out to the council for feedback, comments or changes. There were no responses back. He stated that the survey went out today and will be out for 30 days. This survey is for residents, visitors and those that work in the City. Lynch stated that staff will have 30 days to collect the information. He stated that they would send the ratings and comments out with the Friday news email. He commented that the Council had asked to see the responses before it was published to see what people had to say. He stated that if there were people that wanted to be contacted, those would be centrally gathered through Management Analyst Shelley Calvert, and then given to the correct department heads. He stated that they asked that contact be made within seven to ten days, and that they would not be waiting until the end of the survey to follow-up with those requesting to be contacted. He stated that an Insights article would come out in June, published ratings and comments would be heard at the end of June, and a discussion about the report in July. The results must be reported to the State of Minnesota. Lynch stated that this is going to be a June to July calendar period. The previous calendar period was January to December.

Councilmember Piekarski Krech asked how people were finding out that the survey was live and available. City Administrator Lynch responded that it has been put out on social media, the website and email lists. There are also hard copies available at the City Hall and the VMCC.

Mayor Tourville commented that at the last session it was suggested to have hard copies available for the seniors meeting. He stated that some had asked to take additional copies for others.

Councilmember Piekarski Krech stated that a lot of people may not have online access. She commented that a press release may be necessary to get the information out there. There are a lot of people that don't look at social media. She suggested going to more places that people may go such as the library or placing information in church bulletins. She commented that she was concerned about having a narrow focus.

Mayor Tourville stated that the survey would be discussed in Insights. City Administrator Lynch responded that the April Insights would be coming out next week.

City Clerk Michelle Tesser stated that she had heard from the Communication Specialist that the survey was dropped off at the library and that there would be a press release to the media.

City Administrator Lynch stated that they added additional questions such as how people receive communication. This way they can understand what the best method of contact could be. He stated that Parks and Recreation also narrowed down how effective the brochure is and whether it is utilized or not. He commented that this is a work in progress and will continue to be worked on.

Councilmember Dietrich asked if they would be going over the results at the July work session. She asked if there was a plan put in place the last time the survey was done. City Administrator Lynch responded that they would review the results, compile them, break them down, and group the comments by category. The Council will see them at the end of May in raw form.

He responded about the last survey and said that was the first time they had done a survey and that they didn't expect that many comments. He stated that they are doing a better job of preparing this year. He stated that they do contact everyone that indicated that they wanted to be contacted either by email or phone. The information will be available when completed as to who was contacted by who so they can see timely follow-up and the comments made.

B. ADJOURN:

Motion by Dietrich second by Piekarski Krech to adjourn the meeting at 6:59 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Yourczek.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, APRIL 8, 2019 - 8150 BARBARA AVENUE**

1. CALL TO ORDER 2. ROLL CALL:

The City Council of Inver Grove Heights met in regular session on Monday, April 8, 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, Parks and Recreation Director Carlson, Recreation Superintendent Dorshak, City Planner Hunting, Interim Police Chief Folmar, and City Clerk Tesser.

3. PRESENTATIONS:

A. Introduction of Julie Dorshak – Recreation Superintendent

Parks and Recreation Director Eric Carlson introduced new Recreation Superintendent Julie Dorshak and stated that she is a graduate of Minnesota State University/Mankato. He stated that she will be overseeing the recreation programs, special events, and aquatic and fitness programs at the Community Center. She will build good working relationships with the community, businesses, the School District, Community Education, and neighboring communities to provide high quality Parks and Recreation activities. He stated that Julie was selected out of 52 applicants due to her experience in managing recreation programming, her creativity in developing partnerships, and her successful grant writing and administration skills.

Recreation Superintendent Julie Dorshak stated that she is thankful for the opportunity and is looking forward to getting to know everyone and working with the partners and citizens in Inver Grove Heights. She stated that she was previously with the City of Burnsville for over 25 years with experience primarily in youth and family programming, and special events. She stated that she has done Grants administration, community services with volunteers and seniors and trail development within the city.

Mayor Tourville stated that the last week of March they lost a friend to the City of Inver Grove Heights. Scott McLean served in the United States Navy and was also very involved in the Inver Grove Heights Fire Department. He stated that his grandsons have served, and are on, the Inver Grove Heights Fire Department. He stated that in 2018 Mr. McLean was the Grand Marshal of the Inver Grove Heights Days Parade and also served on the Yellow Ribbon Committee. He commented that we give our sympathy to his family and friends. There will be more information in the months to come to look at honoring him for his work and devotion to the City of Inver Grove Heights.

4. CONSENT AGENDA:

A. Minutes of March 25, 2019 City Council Meeting Minutes.

B. Resolution 19-51 Approving Disbursements for Period Ending April 3, 2019.

C. Approval of Rental Housing License.

D. Resolution 19-52 Adopting Post-Issuance Debt Compliance Policy for Tax-exempt and Tax-advantaged Governmental Bonds.

E. Consider Awarding a Contract for the North Valley Pickleball Court Project.

F. Consider Pay Voucher No. 4 for City Project No. 2018-13 – Public Works Maintenance Facility HVAC Improvements.

G. Approval of a Storm Water Facilities Maintenance Agreement (SWFMA) for Lot 6, Block 1, Krech's Knollwood Estates Fourth Addition.

H. Consider **Resolution 19-53** Receiving Quote and Awarding Contract for the 2019 Raingarden Inlet Retrofits.

I. Consider **Resolution 19-54** Authorizing Preparation of a Feasibility Report for the 2019 Pavement Management Program, City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail).

J. Consider Resolutions Calling for Hearing on Proposed Assessments **Resolution 19-55**, Declaring Costs to be Assessed **Resolution 19-56**, and Ordering Preparation of Proposed Assessments for the 2019 Improvement Program, City Project No. 2015-03 – 65th Street Roadway and Drainage Improvements.

K. Personnel Action.

Mayor Tourville requested removing Agenda Item 4A.

Motion by Bartholomew second by Perry to approve the Consent Agenda with the exception of Agenda Item 4A.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated that he was out of town for the meeting that took place on March 25, 2019, Agenda Item 4A.

Motion by Piekarski Krech second by Perry to approve Agenda Item 4A the Minutes of March 25, 2019 City Council Meeting Minutes.

Ayes: 4

Nays: 0

Abstain: 1 (Tourville) Motion carried.

5. PUBLIC COMMENT:

Ed Colon, 4879 Bitterman Path, commented about the installation of a basketball court at Seidl's Park stating that the City Council received opposition to having a court anywhere within the park. He asked for justification in moving forward with meetings about where to put one. He stated that he gave information to the Council from two South St. Paul Police Officers that stated that basketball hoops were removed from South St. Paul parks due to fighting, after hours noise, misconduct, and destruction of park property. He asked the Council to address the possibility that this could happen in Seidl Park since that would be the only basketball court suitable for regular play east of Highway 52 and north of 494.

Mr. Colon asked to terminate plans for a regular height 10-foot hoop or facilitate a compromise. He stated that an 8-foot high hoop would accommodate the needs of area children and reduce the possibility of becoming a hangout for older teens. The lower height would be appropriate for elementary school aged and younger children to play and practice. He stated that the size would meet the needs of the 40 families indicated that have children who would use a court. He commented that this is a compromise, it is a park court, not a court for competitive play. He stated that he was initially against the basketball court but is trying to pay attention to families with younger children. The shorter height would not meet the needs of those older that use the courts, but there are six other courts in Inver Grove Heights that could.

He asked that Parks and Recreation and/or Public Works present a proposal for traffic control before any more steps are taken. He stated that residents have complained about speeding along Blaine Avenue and have never heard anything from Public Works. He commented that prior requests for stop signs or cross walks have been turned down in the past. He asked for a plan that preserves the open space in the park that everyone wants. He requested to cancel the meetings about moving the location of the court and think about what would accommodate the majority of residents, not divide them.

Stephanie Zwirn, 4688 Bloomberg Lane, asked if the City Council has done anything about the wildlife issues. There are numerous wildlife that live in the park. She stated that they haven't heard anything from Public Works and that they would not put up a Deer Crossing sign on Blaine Avenue knowing that there is deer crossing it several times a day. She commented that having a basketball court would further disrupt the animals in the area. She asked that the Council conduct a study about how this would affect the animals if one has not been done already.

Tommie Milton, 4674 Bloomberg Lane, stated that he was concerned was about traffic and speeding on Bloomberg Lane. He commented that there is a lot of noise at night and garbage in the park. He commented about the basketball court going in and asked about parking on Blaine Avenue and where those using the court would park.

Mayor Tourville responded that they do not have dialog back and forth during public comments because the item is not on the agenda. He stated that Mr. Milton's point has been made.

Mayor Tourville asked Parks and Recreation Director Carlson when the amenities for Seidl's Lake Park would come back before the Council.

Parks and Recreation Director Carlson responded that at the last City Council meeting the Council directed him to have a neighborhood meeting at the park and see if there was a way to find compromise if a basketball court were to go in. He stated that would go back before the Parks Commission on Wednesday, May 8th and then come back before the City Council on May 13th. He stated that he would be sending a letter out to the neighborhood this week to schedule a meeting for Tuesday, April 23rd in the park, with a rain backup date of Thursday. Meeting information will be posted on the city website and on Social Media.

6. PUBLIC HEARING:

A. Conduct a Public Hearing to Consider a Culinary Class Limited On-Sale Liquor License Application for the business called THAT Cooking School, 9092 Buchanan Trail.

City Clerk Michelle Tesser stated that this is for an application from Molly Durkin and Manager Bill Niemer for THAT Cooking School. This is a specific type of license for culinary class limited on-sale. She stated that the license authorizes the licensee to furnish to each participant, in each class, at no additional cost to the participant, up to a maximum of six ounces of wine, or 12 ounces of intoxicating malt liquor during, or as a part of a class. This is for consumption on the licensed premise only. She stated that the application fee has been paid, a background investigation was conducted and passed. She commented that the Police have spoken to them about the specific State Statute that they have to abide by, which is the limited on-sale. She stated that it is a specific cooking class that is also a partnership for training.

Bill Niemer, 121 Heritage Circle South, Burnsville, MN 55337, stated that he and his wife, Molly Durkin, had a cooking school in Lilydale. He stated that the landlord at that location sold the building so they were looking for a spot and found the old Dunn Brother's Coffee shop location. He stated that they have conducted training for assisted living and healthcare cooks, and do corporate team building in a class structure. He asked what the city was doing to incentivize people to come and do business here. He asked if there was a plan to get more into the city. He stated that they realize what their limitations are and that a portion of the cost of a class is for one serving of alcohol. He commented that they are looking forward to being in town.

Councilmember Piekarski Krech commented that he would be able to get alcohol close by with the incoming brewery.

Mr. Niemer responded that he has spoken to the owner and would be doing some things together.

Mayor Tourville stated that between the City, the Chamber, and Progress Plus, a retail study was done about five years ago. The effects were just beginning from Amazon, where more people are buying online than in person. He welcomed them to the city and stated that there has been interest in the Walgreens store and others around his location.

Councilmember Piekarski Krech asked Mr. Niemer if he had originally asked for more than what is being requested.

Mr. Niemer responded that he may request a catering license at some point.

Councilmember Dietrich welcomed them to the city.

Mr. Niemer stated that it was really helpful to have City Clerk Tesser help them with the process, but commented that it was a lot of work, similar to doing taxes. He asked if there was a better process for all of the things one has to do and all of the rules to get a certificate of occupancy. He commented that it would be easier to do business if the process was easier.

Mayor Tourville responded that they had a process going with the former Community Development Director. He stated that a new Community Development Director has just been hired and he would pass that information along.

Councilmember Dietrich asked Mr. Niemer if he could let the Council know what things went well for him in the process, and things that they could improve upon.

Mr. Niemer responded that he could provide that information.

Motion by Piekarski Krech second by Perry to close the Public Hearing at 7:25PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Perry to approve the application for a Culinary Class Limited On-Sale Liquor License Application for the business called THAT Cooking School, 9092 Buchanan Trail.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

PLANNING DEPARTMENT:

A. Discount Storage; Consider the following for property located at 10805 Rich Valley Boulevard;
a) A Resolution relating to a Comprehensive Plan Amendment to change the land use from RDR, Rural Density Residential to LI, Light Industrial or
A Resolution relating to a Comprehensive Plan Amendment to change the land use from RDR, Rural Density Residential to CC, Community Commercial. Resolution Denial 19-57. AG: B3.

b) An Ordinance Amendment to rezone the property from A, Agricultural to I-1, Limited Industry District or
An Ordinance Amendment to rezone the property from A, Agricultural to B-3, General Business District. Resolution Denial 19-58. AG: I-Limited.

City Planner Allan Hunting discussed the background stating that the Applicant originally made application to have an outdoor mini storage on 17 acres of a 20-acre parcel. The property is located on the east side of Rich Valley Boulevard, north of Cliff Road. He stated that in order to do that for mini storage they would need to rezone the property and change the Comprehensive Plan. He stated that the first request was to change it to an industrial use, Industrial Comprehensive Plan designation, where mini storage is allowed as a conditional use. He stated that there was some discussion by the City Council asking if industrial was the right way to go. The Applicant then suggested commercial. Mini storage is a conditional use in the B3 District. He stated that the City Council directed staff to hold a new public hearing with the Planning Commission with a commercial designation. The Planning Commission reviewed that and did not support the request. The Planning Commission felt the issues were the same whether industrial or commercial, was inconsistent with the Comprehensive Plan, and recommended denial of either of the options that the Council has on the agenda this evening. He stated that staff looked at this and said that it has been rural designation for over 40 years and would be a change in the direction of being an open space rural area and does not support it. He stated that there are resolution options that approve or deny, or go with a commercial or industrial designation.

Councilmember Bartholomew asked if there was any discussion regarding changing this area from RDR to anything else. He asked if there were any suggestions from landowners. He asked if there was any consideration by the consultant for change or a reasoning behind leaving it at RDR.

City Planner Hunting responded that nothing was brought up from landowners during the process. He responded that the Comprehensive Plan was more of an update, it has been the guided that way over the years and there has been no discussion to look at changing.

Councilmember Bartholomew commented that the Comprehensive Plan is through the Met Council and other adjoining cities. He asked when that was expected back. He asked how long the process was.

City Planner Hunting responded that they received the first round of comments. There are a couple of updates that the consultant has to provide more information on. He stated that they hope to get a response back, approve it, and present it to the City Council for adoption and then move forward. He stated that they began the process in 2016. In 2017 they started some of the meetings and getting information out to the public.

Councilmember Bartholomew asked City Planner Hunting to show the property locations of Flint Hills and the Applicant's on a map. He asked if it was possible for Flint Hills to make application to request a change in the Comprehensive Plan.

City Planner Hunting pointed out the locations on a map. He stated that all of the parcels in pale yellow are owned by Flint Hills Refinery as a buffer for the refinery located in Rosemount. He responded that Flint Hills could request a change in the Comprehensive Plan.

Paul Saver, 7845 Boyd Court East, stated that this process began a year ago with City Planner Hunting and Associate City Planner Botten when he explained the intentions for 10805 Rich Valley Boulevard and asked if there would be a problem. He said they responded that they didn't think there would be a problem. He stated that he had gone through the process for several months last year and had no indication they would ask the Planning Commission not to approve the project. He stated that he spent a lot of money on engineering and fees to the City. He spent \$5,000, and \$2,500 for Barr Engineering to review the stormwater plans for the property. He commented that at that point he had still not heard there was a problem. He stated that he had first heard about it on November 16th in an email from Kim Fox, three days before their meeting with the Planning Commission.

He stated that he found 20 properties in the city that have zoning and designations other than what the property around them is designated. He commented that the Milbert Company is next door to an apartment complex, another is Highway 52 storage on Courthouse Boulevard, which is the exact same

project that he wants to do, and that location is surrounded by rural density residential. He stated that the Dakota Electric storage facility on 10805 Barnes Avenue is only 600 feet away from his property and is surrounded by the same rural density residential that surrounds his property. He stated that he doesn't see any reason why this was denied.

Councilmember Bartholomew stated that this is a request for a change in the Comprehensive Plan, it takes a lot of deliberation with those in the area and their concerns and then a change has to be made in the Comprehensive Plan. He stated that some of the properties that Mr. Saver listed may not have required a Comprehensive Plan change and requires a 4/5 vote. He stated that he just wanted him to be aware that this is a long and lengthy process.

Mr. Saver asked that because Flint Hills owns 746 of the 800 available acres there, if it was possible that the Comprehensive Plan was very inaccurate, because it didn't take into consideration that Flint Hills bought that property to keep it from becoming rural density residential just for that reason. He asked if that didn't throw the Comprehensive Plan and the rural density residential designation out.

Councilmember Bartholomew responded that the property is still rural density residential even though Flint Hills owns it. He stated that if Flint Hills wanted to do anything with the property, they would still have to go through the same process.

Loren Scherff, 1320 105th Street East, commented that there are four different zoning amendments on the agenda. The notification he received only listed the first one for industrial, the second one for B3. He stated that there was nothing about the other two. He asked if the other two should have been before the Planning Commission before they were brought to the City Council.

City Planner Hunting responded that when it was industrial it was for a Comprehensive Plan change and the rezoning. For commercial it was both the Comprehensive Plan and the rezoning. He stated that they were in two different hearings but did include both parts commercial and both parts of the industrial.

Mr. Scherff stated that this would be visible from his back window and that he has a concern about that use. He stated that there is nothing in the Comprehensive Plan that would allow this and suggested to keep with the Comprehensive Plan. He commented that to make a change there should be a benefit to the city and wasn't sure what benefit an outdoor storage facility would be. He asked why the city would change this when there is a detriment to a lot of people and a benefit to only one.

John Larson, 1938 105th Street East, stated that he is still opposed and does not see a reason for change. He stated that it was RDR for over 40 years and continues to be that way in the Comprehensive Plan. He commented that it ends up being spot zoning with one 20-acre section out of hundreds. He stated that if this goes through, Flint Hills may want to change things too, which he is also opposed to. He commented that Flint Hills has owned that property for over 20 years and they are fine with it being agricultural or vacant. He stated that he doesn't see a need to change it.

Councilmember Bartholomew asked what the distance was between his property to the proposed property.

Mr. Larson responded that it would be approximately 1,000 feet. He stated that his property is 660 feet deep with Flint Hills property in between.

William Johnston, 2353 105th Street East, stated that as a resident close to the property, he discovered this topic by accident over the weekend. He commented that the notification requirements are 1,000 feet from the subject property. That would be a relevant distance if living in the city, but living in the open you can see 1,000 feet. He stated that he was disappointed that word didn't get out to a lot more residents in the neighborhood. He commented that there were others in attendance who also just found out. He asked that the Council consider that more residents should be made aware of this before voting. He

commented that he was concerned that it has been to the Planning Commission twice and both times they have denied approval. He stated that staff also recommended denial and said that the location of the property is not fit for the purpose. He asked the Council how they could vote to approve this when it has been studied and recommended for denial. He stated that he has been in the area for 30 years and that most of the neighbors have been there that long, the property now is unsightly, but if it would look like the TruSeal property down the road, it will not look good. He commented that he can see this being an outdoor storage area for a long time if approved. He stated that he agreed with the previous comments about spot zoning and asked what the purpose of the Comprehensive Plan is if they were to make this change. He commented about the Dakota Electric property that was discussed by Mr. Saver and stated that property was deeded to Dakota Electric because they required it for essential services.

Peter Tjornhom, one of the owners of TruSeal America, stated that they purchased the land because it was close to their shop. The land was listed as seven acres of agricultural, seven acres of agricultural/tree, three acres of industrial, and three acres of residential. He stated that they wanted the industrial and are trying to use the land they purchased to make money. He commented that the overhead map lists them as agricultural and sometimes even rural residential.

He responded to the comment about the neighborhood views changing and stated that the current view is of cornfields and open land. Once the storage facility is put in it, they are required to surround it with trees. He commented that he read in the zoning information that the agricultural designation is a term used for future development. He stated that they are trying to move forward with future development right now on low impact property. He commented that the baseball field across the street would probably get more traffic than his business would in a weekend, has more lighting, and more noise than a storage unit would. He stated that a study was done that proves it would have a low impact on the roads. He commented that this area would be a fenced off, treed off, parking lot. It would not be an eyesore. He stated that if one of the trees were to die and left a gap, he would put new trees in.

He discussed some of the benefits and stated that people need places to store their items and this would be safe, have less foot traffic, less vandalism, a great place to store items to keep nice. This business would be clean, well kept, and well maintained to attract people to store their expensive equipment on site. He stated that his business down the road is a day to day functioning site that is different than it would be here. He commented that they bought this property not thinking that it would not be a huge hurdle.

Mr. Tjornhom stated that the current site is about a mile from his industrial business that is designated industrial. It is about 900 feet from the proposed industrial overlay. He stated that he approached the owners south of them as they were hoping to connect the whole piece, and they were not interested in selling at this time. He asked how they go from agricultural to rural residential and why Dakota County and the city do not match up.

Councilmember Piekarski Krech responded that she understood why on the taxes portion. She stated that the County taxes you by what you are using it for. It has nothing to do with the zoning.

Mayor Tourville stated that the city has a Comprehensive Plan that may not match up the zoning. The zoning is agricultural and the future Comprehensive Plan states that it is going to be rural residential. He stated that staff would not say that it is zoned commercial. The Comprehensive Plan says rural density residential. He stated that he had just looked up the use from the County website and it states residential, they also have four other uses.

Mr. Tjornhom asked why the map says agricultural, but it's future use is rural residential. He commented that it will be changing.

Councilmember Piekarski Krech responded that if somebody wanted to come in and do something with that land, they could build a house on it because it is rural residential. She stated that the agricultural designation is a holding zone.

Mayor Tourville stated that depending on the size of the property, they would have to pull a Permit to build a house on it. They would not have to change the zoning.

Mr. Tjornhom stated that this is a piece of property that he is arguing about the city calling it rural residential where he sees that as being unlikely. He commented that it is surrounded by commercial or industrial and they are just asking for an extension of that. He stated that they are just trying to expand the business up the road from their current business. He commented that this would be a good business that is quiet, a good neighbor, and have fencing with trees. There would be increased traffic but not a severe hinderance to the streets, the population, and the area it's located in. He stated that they are trying to put something in that is needed by those who do not have large acreage to store items. He stated that there are 11 storage facilities in Dakota County that are near full or completely full. He commented that they want to provide that service to those homeowners.

Councilmember Bartholomew stated that he would like to hear the City Planner's clarification between the guiding and the zoning. The RDR being the guiding and the zoning being Agricultural.

City Planner Hunting responded that the property is guided RDR-Rural Density Residential. It is set up for large lot residential 2.5 or 5 acres in size. Agricultural is also allowed in that category. He stated that the zoning of agricultural allows for farming type uses or single-family residence. He stated that the Comprehensive Plan and zoning are consistent with the uses that are allowed and in the long-range plan. He stated that rural residential is looked at as a large lot area, you can have farming or have animals on a 2.5- or 5-acre parcel, you could create lots on that or have a hobby farm. 2.5 acres is the smallest lot size.

Paul Bute, 10016 Barnes Trail, stated that he lives closer to Highway 52 and heard about this discussion from an email yesterday. He stated that he currently lives less than 1,000 yards from a storage facility and has one lot between him and that storage facility. He commented that while he is on the backside of that facility, and there are trees along the area, it does affect him with the noise from Highway 52. He stated that when he bought his property 30 years ago, he asked the city about the zoning and what he could do. He stated that he followed the Comprehensive Plan and asks the City Council to continue to follow that plan. He stated that there should be other areas in the city where the zoning is proper for this type of establishment. He commented that he objects to spot zoning because it goes into neighborhoods.

Mike Dufour, 10017 Barnes Trail, lives across the street from Mr. Bute. He stated that the business may be there for 20 years and asked what the next business would do if the zoning was changed. He stated that he objects to the change.

Carol Berg, 10129 Blair Avenue, stated that she would like the Council to not allow spot zoning and have the area remain in the same zoning. She stated that they built their home on their five-acre lot in 1987 and everything around them was the same.

Dave Fleischhaker, 10300 Brent Avenue, stated that he has been before the City Council before for Comprehensive Plan issues. He stated that his wife was on the Planning Commission for eight years in the late 80's and that they worked hard on putting together a Comprehensive Plan for the area back then. He commented that it hasn't changed since then and he sees no reason to make a change now. He stated that he would like the Comprehensive Plan to remain what it is and hopes that the Council will turn the request down.

Mr. Johnston stated that the applicant has said that it is 900 feet from the TruSeal Property. That is where the industrial overlay ends. He stated that is why they do not want this to happen. This area would be visible from 105th Street and the kids that play at Rich Valley Park. He asked that the Council try to have a vision beyond our lifetimes and how the area is going to change, and the potential the beautiful open space of land has. He asked that the Council go with the suggestions made by the Planning Commission and the people.

Mr. Larson stated that he previously lived on Arnold Avenue. He stated that he looked at the Comprehensive Plan and sold those five acres and bought his current ten acres. He commented that he bought his current place because he thought things would never change. The refinery was there before he was, as was the landfill. He stated that after 29 years this is something being asked for after the fact. He doesn't want it to change. He doesn't want it to be there.

Mayor Tourville stated that Comprehensive Plans can change.

Councilmember Bartholomew asked City Planner Hunting about the subject property that he had previously spoken with him about that has an excavation business on it. He asked if they were in business in that area because they were there before it was zoned or guided RDR.

City Planner Hunting responded that there is an excavating company there, but was unsure about its history. He stated that if it was there prior to 1965 when the code went into effect, it would be considered a legal non-conforming use. He stated that it has been zoned agricultural all that time, but the zoning district didn't allow a contractors or excavator type use. If it started at that time, it would be a legal non-conforming use, allowed to remain in its existing state, there could be minor alterations or additions to structures. He stated that it could be illegal or a non-conforming use, a use that wasn't in place before current codes and doesn't conform to any of the codes at any time.

Councilmember Bartholomew commented that if it is illegal non-conforming and the business that is out there has an excavation business and is allowed to store equipment on their property, the equipment being stored has to be used for that business. He asked if the building was renovated or destroyed, if they could rebuild and increase it up to a certain percentage. He asked that as non-conforming, the property can have a large farm if the applicant wanted. He commented that a farm larger than that, such as a feedlot, would have different rules and guidelines.

City Planner Hunting agreed that the equipment would have to be used for the business. He responded that if something were to happen to the structure, it could be rebuilt with some percentages that you can not increase the size of non-conforming structures. He agreed that they could have a large farm out there, but anything larger would have rules and guidelines by the MPCA.

Councilmember Bartholomew stated that knowing that there is an illegal non-conforming entity and has an excavation business and outside storage. He asked if they could convert that to agricultural or rural density residential.

City Planner Hunting responded that they could.

Mr. Saver stated that Johnson Excavating has been there since 1962 or 1965.

Councilmember Dietrich asked if City Planner Hunting could explain the financial investment that Mr. Saver has had and how he got to this point.

City Planner Hunting responded that the application applied for was the Conditional Use Permit and rezoning the Comprehensive Plan. He stated that there are application fees and Engineering would have started the stormwater review. He stated that in a situation like this where there is a change of land use, there is an opportunity for the applicant to do it in two steps. They can apply for the rezoning and Comprehensive Plan, which is a less expensive process where the applicant provides a sketch plan and a narrative. He stated that if that is successful then the applicant would come back for the Conditional Use Permit or site plan approval, then you are spending the money on detailed plans. He stated that the applicant chose to do all that at once. That was the investment made with the initial application.

Councilmember Dietrich stated that she was concerned with what the other company spoke about earlier about it not being very clear.

Councilmember Bartholomew stated that he has heard Mr. Saver say that it seemed to be a surprise to him that staff was not supportive of the issue. He stated that he has received emails from staff that has said that Mr. Saver was notified early on that staff would not support the request for the Comprehensive Plan change or a zoning change. He asked Mr. Hunting if the applicant was made aware of this.

City Planner Hunting responded that they had initial discussions but did not immediately say no this wouldn't be supported, that was looked at further down the process. He stated that there was a different Community Development Director at the time, and they were not in support of the request. This is where staff's recommendation came from.

Councilmember Bartholomew commented that both times the Planning Commission said no to the change from the Comprehensive Plan from I1. The request to change the Comprehensive Plan to B3 was unanimous. He stated that they thought to take a look at B3 Community/Commercial and have gone through that same process. That was not supported by staff and the Planning Commission.

City Planner Hunting agreed.

Councilmember Piekarski Krech stated that this is a little different than spot zoning. It is an area of the city that is not deemed to have sewer and water services. She stated that her concern was that it starts a slippery slope if someone wants to start a commercial zone. She commented that Flint Hills has bought property, they are keeping it rural residential, not trying to expand on it, and are keeping it as a buffer zone. She stated that if they are not buffering homes, there is no reason to keep their buffer zone as a buffer either. She stated that is why she does not support this proposal.

Mayor Tourville stated that he checks to see if there is any detriment to the neighbors. They have the right to come whether applicants like it or not. He commented that he doesn't see a lot of benefit. He sees a large gravel piece that gets built, they store items. He stated that there may be a need for storage, but there are locations currently that have them, and there are a couple of new ones. One is north of 494, and two opening off of Robert Street. He stated that it is not the City Council's job to say there are too many storage units. It is free market. He stated that there are some cities around Inver Grove Heights that have stopped approving storage facilities from being built in their Community. He commented that the rezoning creates a problem for him and he doesn't see a benefit. He stated that the Planning Department has looked at this twice and recommended denial. He commented that the Comprehensive Plan has been looked at, and it hasn't been brought to the attention to the city that it should change from rural density residential. He stated that he was against the industrial because of the zoning change. He stated that he cannot support the change to industrial or B3.

Councilmember Bartholomew stated that his concern was about spot zoning. He commented that if it was closer to the industrial overlay district, he may have considered it. He stated that the market decides how many of a certain type of business is in the city. He stated that it is a spot zone, too far away from the overlay. He stated that he is opposed to changing the Comprehensive Plan guiding and zoning at this time.

Mayor Tourville asked City Attorney Kuntz about the Resolutions for approving and for denial. He asked if they need to take a look at denial of both industrial and/or B3, or an approval of one or the other. If they deny, do they deny both or just one of them.

City Attorney Kuntz responded that the City Council would need to address both of them. There is a Resolution that denies the Industrial Comprehensive Plan and industrial zoning. One Resolution accomplishes both of those ends. There is another Resolution that denies both the Comprehensive Plan commercial and the zoning for business in one Resolution. He stated that lists the reasons reviewed by the Planning Commission and suggested comments by some on the City Council. He stated that those are two Resolutions, each denial. One resolution approving the Comprehensive Plan industrial and the zoning industrial and the other denying the Commercial Comprehensive Plan and the business zoning.

He stated that there are four other separate Resolutions. One approves the industrial Comprehensive Plan and one approves industrial zoning. Another tandem there is a Resolution approving the commercial Comprehensive Plan and another Resolution approving the business. He stated that if there are comments that indicate three votes (a majority of the Council) to deny, there would be enough votes to pass the denial Resolutions without having to go through the process of making a motion to approve and then hearing the denial reasons.

Councilmember Piekarski Krech asked if they need to move the Resolutions of denial and if that should be done together or separately.

City Attorney Kuntz responded that it was the two Resolutions of denial, they should be voted on separately. He stated that the two denial Resolutions each deny the Comprehensive Plan and the companion zoning.

Motion by Piekarski Krech second by Perry for a Resolution 19-57 Denying the request for:

- 1) A Comprehensive Plan Map Amendment to change the land use designation of the parcel from RDR, Rural Density Residential to CC, Community Commercial. And**
- 2) To rezone from A, Agricultural to B-3, General Business District.**

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Perry for a Resolution 19-58 denying the request for:

- 1) A Comprehensive Plan Map Amendment to change the land use designation of the parcel from RDR, Rural Density Residential to LI, Limited Industrial. And**
- 2) To rezone from A, Agricultural to I-1, Limited Industry District.**

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville thanked everyone for their comments and input on this item. He stated that with rural applications it can be difficult to decide how far out to notify residents. He asked if the Planning Commission could take a look to make sure that people know.

PARKS AND RECREATION DEPARTMENT:

B. Third (Final) Reading of Ordinance Changes Related to Dog Licensing, Dog Leashes, Dangerous Dogs. Ordinance 1367.

Parks and Recreation Director Eric Carlson stated that this is the third and final reading related to changes of the dog Ordinances discussed over the last few months. The Ordinance is the same with the exception of the language in the memo underlined and in red. It states that “dogs in common areas of apartments, condominiums, cooperatives, and townhomes, shall be kept on a leash not greater than 16 feet in length and under restraint at all times”. He stated that the language has been added for the Council’s consideration. No other changes have been made.

Councilmember Piekarski Krech asked why they are regulating dogs on private property. She commented that it wasn’t public property and that it was for the condominium group to decide.

Parks and Recreation Director Carlson responded that there was some discussion from the City Attorney about potentially adding that language so that the regulations were the same for all public property.

City Attorney Kuntz stated that Section 4-4-4, talks about a dog on a leash with the exception of the owner's property. That is further amplified in the Ordinance by the definition of under restraint, it states that "within the boundaries of property owned or leased by the person owning, harboring, or keeping the animal". He stated that the owner's property is considered as property owned or leased by the owner. The question was in the instance of housing type or legal ownership where there are common areas, or an outside area, someone is going to say that they lease or own it. He stated that wouldn't be a universal interpretation. The question was to clarify before Homeowner's Associations ask the city's position.

Councilmember Piekarski Krech stated that she looks at it as the Condo Association determines what rules and regulations they have. Most say what their regulations are. She stated that she is looking at this as Government coming in and telling a private entity what their rules are going to be. She stated that if it is a private organization, it is their job to determine what they want their rules to be.

City Attorney Kuntz asked if the approach would be that on the common areas, they would treat them as leashed areas.

Councilmember Piekarski Krech responded that the areas do not belong to the city, it is private land. She commented that it is the responsibility of the Association to figure out what they want to do.

Interim Police Chief Sean Folmar stated that in the previous Ordinance, manufactured home communities were the ones that were specifically addressed. He stated that it comes down to having them all be the same, whether it was an apartment or HOA of townhomes, there is common space in all of those places. He stated that those common spaces are one of the biggest generators of public complaints to the Police Department for dogs. He stated that in the past they only addressed the manufactured homes, but they thought it would be better to have them all addressed equally in the Ordinance, or take them all out.

Councilmember Piekarski Krech asked why manufactured homes were in the Ordinance.

Interim Police Chief Folmar responded that he did not know why they were solely included.

Mayor Tourville asked where they were listed in the Ordinance.

City Attorney Kuntz responded that Amendment to Section 10-15H-4-8 is the sections dealing with manufactured homes. The Ordinance reads that if you are in a manufactured home, the dog would have to be on a leash at all times.

Councilmember Bartholomew asked if there have been any concerns or complaints from apartment complexes or manufactured homes regarding the Ordinance.

City Clerk Tesser stated that she takes in dog licensing and has noticed several inquiries from townhome Associations, asking what the City Council will do because their bylaws state to refer to the City Code.

Ed Colon, Lafayette Park East, agreed and stated that their bylaws do refer to whatever the Inver Grove Heights Ordinances are. He commented that dogs are a big problem in his townhome area. The Ordinances are incorporated into their bylaws and they defer to the City Ordinances. He stated that the Associations hands are tied when people let their dogs out and go wherever they want to.

Parks and Recreation Director Carlson stated that they have not sent information out yet to the apartment complexes, townhomes, condominiums. They may not be aware of the proposed change.

Councilmember Piekarski Krech stated that if you live in a townhome or manufactured home park your dog should never be loose except inside the home.

Mayor Tourville stated that some of those areas could have fenced in areas.

Councilmember Piekarski Krech commented that they still couldn't be off leash in those areas due to the wording of the Ordinance.

Mayor Tourville asked if they have an area that they are paying for separately and is fenced in, if they could let their dog off leash in that area.

City Attorney Kuntz asked if every dog in the complex could go into the area. He questioned who has the right to be in that area.

Mayor Tourville responded that it would be the people who own that piece of property.

City Attorney Kuntz responded that if they own it, then it wouldn't be a common area.

Mayor Tourville stated that both manufactured homes and possibly townhomes may have an area that is fenced in that belongs to them. This would be similar to a single-family home in that they could have a portion of their yards fenced in.

City Attorney Kuntz asked Interim Police Chief Folmar if they have fenced in space where the Association says you could let your dog, if they would treat that as a common area.

Interim Police Chief Folmar responded that unless it was titled to them under purchase or rent, it would be a common area. He stated, for example, a small concrete area right outside a patio door that leads to grass. The grass is typically an all common area, whether they put a fence around it themselves to keep their small dog in.

City Attorney Kuntz responded that the dog would need to be on a leash.

Interim Police Chief Folmar responded that a dog could also be on a tether that is attached to the house and less than 16 feet. He stated that the distinction comes between whether it is physically owned or common land.

Councilmember Perry commented that with her townhome experience, they already had the wording in place. She stated that some bylaws stated that you have to be outside with the dog tethered. There are several different areas that suggested referring to City Ordinances.

Interim Police Chief Folmar stated that there are some townhome communities that have several different HOA's within the development. Some of the rules could conflict. He stated that this is a way to solve all of the common area issues so they didn't have to deal with all of the HOA's.

Motion by Bartholomew second by Perry to approve the Third (Final) Reading of Ordinance Changes Related to Dog Licensing, Dog Leashes, Dangerous Dogs. Ordinance 1367.

Councilmember Piekarski Krech stated that she would keep fighting this. She commented that it is Government's interference into people's private business.

Mayor Tourville responded that this would make it uniform. He stated that if there is a problem with this later, they could discuss it further.

Councilmember Bartholomew commented that it was an overreach but that something needed to be done.

Ayes: 5

Nays: 0

Motion carried.

Mayor Tourville stated that this would be an opportunity between the Police, the city, and Insights to take a look at the message being said. He stated that they may want to do a video.

Councilmember Piekarski Krech asked when this becomes effective.

City Attorney Kuntz stated that it takes effect five days after publication.

City Clerk Tesser stated that it would be published on Sunday. Five days after that would be Friday.

Mayor Tourville asked if they could set a different date. He stated that it may be better to begin on the first of the month and suggested May 1st.

Councilmember Piekarski Krech stated that it could be enforced on May 1st with a warning beginning next Friday.

City Attorney Kuntz responded that they could say May 1st. He suggested to City Clerk Tesser that where it lists an effective date, to add another sentence to address that.

Mr. Colon asked if retractable leashes were not allowed. He stated that there are safety concerns with them. He asked if there was anything to address having retractable leashes around a playground.

Mayor Tourville responded that retractable leashes are allowed.

Parks and Recreation Director Carlson responded that the Ordinance says that dogs can be off leash on the owner's property, owner's vehicle, or at the Heritage Village Dog Park. Dogs can be on any city park, trail, or sidewalk, as long as they are on a leash that is 16 feet long or less at all times. He stated that dogs are not allowed on athletic fields, soccer fields, courts, and cannot be inside a fenced athletic field such as Rich Valley. He commented that dogs can be on a playground as long as they are on a leash.

PUBLIC WORKS:

C. Resolution Adopting Small Cell Facility Aesthetic Standards. Resolution 19-59.

Public Works Director Thureen stated that this agenda item was rushed to get to the City Council on time as there was a deadline to establish aesthetic standards. He stated that this is regarding having some control in what goes in the right of way and adopting the standards. He commented that he reviewed models online for Minnesota and nationwide and that this is what was adopted by the City of Northfield last year with numerous other cities in Minnesota following suit. He stated that he changed it in some areas to recognize areas that are unique to this city. He stated that the Legislation change gives cell providers the ability to attach the facilities to any structure the city owns in the right of way. There are also other private utilities in those areas. He stated that there is an email from a liaison for Xcel that talks about the plans to work with cell providers and make changes to light and power poles. He stated that they are recognizing that they are in the city right of way, have a right to be there, but are working with the designers of the poles to come up with a standard design that is built into it so the poles do not need to be added onto. He stated that there is a memo from the League that spoke to the matter. Verizon saw the Leagues memo and stated that they disagreed with the League. He stated that the League is looking out for the city's best interest. He stated that owners can't treat it any differently, in terms of a private utility, then anyone else in the right of way. He commented that was one of things that he made a point of in the language that he added.

He stated that there are two parts to this. One is the feature of the antennae itself on the pole, some would need a meter and power. Every location would have to have fiber and power. They would also need ground mounted facilities. He stated that the Legislation states that it could be up to 28 cubic feet in volume. He stated that he suggested it should be no higher than three feet and the balance of the

dimensions in depth and width to get to be 28 cubic feet to match up to the type of junctions you see from the power company. He stated that some could be located in private side yard easements or front yard easements. If they have to be in the right of way, there may be issues from a safety standard. There needs to be no impediments for ADA accessibility or for clear sighting.

Councilmember Piekarski Krech commented that plowing snow could be an issue. She stated that she envisioned these on a pole, but in actuality they are on the ground next to poles.

Public Works Director Thureen responded that they would probably attempt to co-locate if possible. The purpose of 5G is to get a better distribution of their signal lower. He stated that there could be three big providers. One could put a pole in and not allow another to use the same pole. He stated that they have also discussed the minimum spacing between poles going with the minimum of a 400-foot separation. They would also recognize that all three could have poles close to each other and work within a 100-foot radius. He stated that they have a meeting with Verizon this week. He commented that he has spoken with other cities that have already met with Verizon and found that this would take place later this year and wrap up in 2020. He stated that there are other requirements things that need to be obeyed to not be an impediment to 5G.

Mayor Tourville commented that not every location needs a 28 cubic foot box. There could be multiple boxes and poles for 5G than were necessary for 4G. He stated that the autonomous vehicle is 5G and more locations may be necessary.

Councilmember Piekarski Krech stated that she sees the need to do this.

Public Works Director Thureen stated that the FCC says this has to be published. He stated that they would be publishing this on Sunday.

Motion by Piekarski Krech second by Bartholomew to approve Resolution 19-59 Adopting Small Cell Facility Aesthetic Standards.

Ayes: 5

Nays: 0 Motion carried.

9. MAYOR & COUNCIL COMMENTS:

City Administrator Lynch stated that the new Community Development Director starts tomorrow. Her name is Heather Rand and he commented that he would be setting up meetings to have the City Council meet and talk to her about their wishes for the City going forward.

He stated that Sunday, April 14th is the retirement party for Mr. Davis who has been with the city for 45 years.

He stated that Thursday, April 18th is the Commission Appreciation dinner at 6:00 p.m. at the Community Center.

Councilmember Dietrich asked what the Community Development Director's email would be.

City Administrator Lynch responded that it would be hbrand@invergroveheights.org. He commented that it has not been set up yet.

Mayor Tourville suggested that next year they stay away from Holy week for the Commission Appreciation Dinner.

10. ADJOURN:

Motion by Piekarski Krech second by Perry to adjourn at 9:26 p.m. and go into Executive Session.

Ayes: 5

Nays: 0 Motion carried.

8. EXECUTIVE SESSION:

A. Executive Session Pursuant to Minn. Stat. § 13D.05, Subd. 3(c)2 & 3: Discuss Doffing Ave. Property Acquisition Related to Heritage Village Park for Property Located at: LSS Properties LLC - 6455 Doffing Ave - 20-36500-32-110.

City Attorney Kuntz stated that there is a Statute, Minn. Stat. § 13D.05, Subd. 3(c)2 & 3 that allows the Council to meet in a closed-door Executive Session for the purpose of considering offers and counter offers relating to real estate and to consider non public appraisal data. He asked that the Council meet in an Executive closed-door session for those purposes pursuant to the Statute to discuss the property located at 6455 Doffing Avenue owned by LSS Properties LLC. He stated that the purpose of the closed-door session is only to discuss that property and to discuss the offers and counter offers of the appraisal data available. He asked that the Council make a motion to move to Executive Session for the reasons indicated under the Statute outlined.

Motion by Piekarski Krech second by Perry to adjourn at 10:10 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Yourczek.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: April 22, 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 April 4, 2019 to April 17, 2019.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending April 17, 2019. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$361,162.03
Debt Service & Capital Projects	386,859.70
Enterprise & Internal Service	168,119.23
Escrows	19,149.59
Grand Total for All Funds	<u><u>\$935,290.55</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 April 4, 2019 to April 17, 2019 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING April 17, 2019**

WHEREAS, a list of disbursements for the period ending April 17, 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	\$361,162.03
Debt Service & Capital Projects	386,859.70
Enterprise & Internal Service	168,119.23
Escrows	19,149.59
Grand Total for All Funds	<u><u>\$935,290.55</u></u>

Adopted by the City Council of Inver Grove Heights this 22nd day of April, 2019.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 04/04/2019 - 04/17/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ADVANCED SPORTSWEAR, INC.	64824	04/09/2019	4/3/19	101.45.3300.419.60045	72.00
AFSCME COUNCIL 5	INV0085485	04/12/2019	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	928.33
AFSCME COUNCIL 5	INV0085486	04/12/2019	UNION DUES (AFSCME FULL SHARE-I	101.203.2031000	75.28
BARNA, GUZY, & STEFFEN LTD	200910	04/16/2019	50003-005	101.41.1100.413.30430	416.50
CENTURY LINK	3/19/19 651 455 9072 7	04/09/2019	651 455 9072 782	101.42.4200.423.50020	40.02
CULLIGAN	3/31/19 157-98459100-	04/09/2019	157-98459100-6	101.42.4200.423.60065	96.23
CZECK LAWN CARE AND SNOW SERVICE	1505	04/16/2019	3/19/19	101.44.6000.451.30700	750.00
CZECK LAWN CARE AND SNOW SERVICE	1506	04/09/2019	3/19/19	101.43.5200.443.40046	1,240.00
DAKOTA AGGREGATES, LLC.	A6109445	04/09/2019	9021	101.43.5200.443.60016	141.79
DAKOTA COMMUNICATIONS CENTER	IG2019-05	04/16/2019	MAY 2019	101.42.4000.421.70502	50,680.50
DAKOTA COMMUNICATIONS CENTER	IG2019-05	04/16/2019	MAY 2019	101.42.4200.423.70502	6,740.50
DAKOTA CTY FINANCIAL SVCS	00033167	04/09/2019	P0001753	101.42.4000.421.70501	1,516.45
DAKOTA CTY FINANCIAL SVCS	00033167	04/09/2019	P0001753	101.42.4200.423.30700	1,703.09
DAKOTA CTY FINANCIAL SVCS	00033167	04/09/2019	P0001753	101.43.5200.443.30700	46.66
DAKOTA CTY PROP TAXATION & RECORDS	3/13/19	04/09/2019	MAY 2019	101.45.0000.3413000	184.00
EFTPS	INV0085510	04/12/2019	FEDERAL WITHHOLDING	101.203.2030200	48,031.40
EFTPS	INV0085512	04/12/2019	MEDICARE WITHHOLDING	101.203.2030500	13,780.14
EFTPS	INV0085513	04/12/2019	SOCIAL SECURITY WITHHOLDING	101.203.2030400	38,390.34
EMERGENCY RESPONSE SOLUTIONS	12873	04/09/2019	4/1/19	101.42.4200.423.40042	26.63
EYEMED	163847557	04/09/2019	APRIL 2019 PREMIUM	101.203.2032700	223.46
FIRSTSCRIBE	2480196	04/16/2019	3/1/19	101.43.5100.442.40044	250.00
FIRSTSCRIBE	2480501	04/16/2019	4/1/19	101.43.5100.442.40044	250.00
GALLS INC	012313201	04/09/2019	1002151449	101.42.4000.421.30700	294.62
GALLS INC	012337735	04/09/2019	1002151449	101.42.4200.423.30700	197.97
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0085490	04/12/2019	HSA ELECTION-FAMILY	101.203.2032500	4,697.18
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0085491	04/12/2019	HSA ELECTION-SINGLE	101.203.2032500	4,609.05
GENESIS EMPLOYEE BENEFITS, INC	IN1494789	04/16/2019	3/1/19-3/31/19	101.41.2000.415.30550	16.00
GENESIS EMPLOYEE BENEFITS, INC	IN1494789	04/16/2019	3/1/19-3/31/19	101.45.3300.419.30550	16.00
GIP III ZEPHYR ACQUISITION PARTNERS, L.F	INV0085490	04/16/2019	INVRGRV-1	101.42.4200.423.40020	713.11
GIP III ZEPHYR ACQUISITION PARTNERS, L.F	INV0085490	04/16/2019	INVRGRV-1	101.43.5200.443.40020	49.43
GIP III ZEPHYR ACQUISITION PARTNERS, L.F	INV0085490	04/16/2019	INVRGRV-1	101.43.5400.445.40020	451.66
GIP III ZEPHYR ACQUISITION PARTNERS, L.F	INV0085490	04/16/2019	INVRGRV-1	101.44.6000.451.40020	527.18
HEINFRIED KOLKMANN	19-009	04/16/2019	18-036	101.44.6000.451.30700	9,000.00
ICMA RETIREMENT TRUST - 457	INV0085484	04/12/2019	457 - ROTH AGE 50+	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0085492	04/12/2019	ICMA-AGE <49 %	101.203.2031400	7,404.86
ICMA RETIREMENT TRUST - 457	INV0085493	04/12/2019	ICMA-AGE <49 %	101.203.2031400	4,535.00
ICMA RETIREMENT TRUST - 457	INV0085494	04/12/2019	ICMA-AGE 50+ %	101.203.2031400	507.57
ICMA RETIREMENT TRUST - 457	INV0085495	04/12/2019	ICMA-AGE 50+	101.203.2031400	4,914.79
ICMA RETIREMENT TRUST - 457	INV0085496	04/12/2019	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	88.57
ICMA RETIREMENT TRUST - 457	INV0085506	04/12/2019	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	2,126.52
ICMA RETIREMENT TRUST - 457	INV0085507	04/12/2019	ROTH IRA (AGE 50 & OVER)	101.203.2032400	820.00
ICMA RETIREMENT TRUST - 457	INV0085508	04/12/2019	ROTH-AGE <49 %	101.203.2032400	39.74
INNOVATIVE OFFICE SOLUTIONS	SUM-046396	04/09/2019	S28777	101.41.1100.413.60065	15.46
INNOVATIVE OFFICE SOLUTIONS	SUM-046396	04/09/2019	S28777	101.41.1100.413.60070	38.42
INNOVATIVE OFFICE SOLUTIONS	SUM-046396	04/09/2019	S28777	101.45.3300.419.60040	79.95
IUOE	INV0085497	04/12/2019	UNION DUES IUOE	101.203.2031000	1,143.42
KENISON, TERRI	MARCH 2019	04/09/2019	MARCH 2019	101.42.4200.423.30700	850.00
LELS	INV0085498	04/12/2019	UNION DUES (LELS)	101.203.2031000	1,680.00
LELS SERGEANTS	INV0085509	04/12/2019	UNION DUES (LELS SGT)	101.203.2031000	306.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Adr	04/09/2019	Legal	101.41.1100.413.30420	804.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 AP	04/09/2019	Legal	101.43.5000.441.30420	1,632.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Bla	04/09/2019	Legal	101.45.3200.419.30420	33.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Cor	04/09/2019	Legal	101.45.3000.419.30420	136.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Cot	04/09/2019	Legal	101.41.1000.413.30401	360.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Eng	04/09/2019	Legal	101.43.5100.442.30420	593.50
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Fir	04/09/2019	Legal	101.42.4200.423.30420	1,096.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Ma	04/09/2019	Legal	101.41.1000.413.30420	5,300.51
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Ne	04/09/2019	Legal	101.43.5000.441.30420	208.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Par	04/09/2019	Legal	101.44.6000.451.30420	192.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Pla	04/09/2019	Legal	101.45.3200.419.30420	212.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Put	04/09/2019	Legal	101.43.5000.441.30420	48.00
LILLIE SUBURBAN NEWSPAPERS	3/31/19 001363	04/16/2019	Advertising/Publishing	101.41.1100.413.50025	342.13
LILLIE SUBURBAN NEWSPAPERS	3/31/19 001363	04/16/2019	Advertising/Publishing	101.41.1100.413.50025	276.00
LILLIE SUBURBAN NEWSPAPERS	3/31/19 001363	04/16/2019	Advertising/Publishing	101.41.1100.413.50025	103.50
LILLIE SUBURBAN NEWSPAPERS	3/31/19 001363	04/16/2019	Advertising/Publishing	101.42.4000.421.50025	152.38
LILLIE SUBURBAN NEWSPAPERS	3/31/19 001363	04/16/2019	Advertising/Publishing	101.44.6000.451.50025	115.50
LILLIE SUBURBAN NEWSPAPERS	3/31/19 001363	04/16/2019	Advertising/Publishing	101.45.3000.419.50025	17.25
LOCAL GOVERNMENT INFORMATION SYSTE	46924	04/09/2019	106325	101.42.4000.421.70501	15.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LOCAL GOVERNMENT INFORMATION SYSTE	46884	04/09/2019	106325	101.42.4000.421.70501	1,923.00
LOCAL GOVERNMENT INFORMATION SYSTE	46893	04/09/2019	111541	101.42.4200.423.30700	469.00
MASTER PLUMBING SERVICES	28656	04/09/2019	3/9/19	101.42.4200.423.40040	184.00
METROPOLITAN COUNCIL	MARCH 2019	04/16/2019	MARCH 2019	101.41.0000.3414000	(298.20)
MINNESOTA DEPARTMENT OF HUMAN SERV	INV0085488	04/12/2019	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	294.18
MINNESOTA DEPARTMENT OF HUMAN SERV	INV0085489	04/12/2019	JOHN VERDEJA FEIN/TAXPAYER ID: 4	101.203.2032100	158.74
MN DEPT OF REVENUE	INV0085499	04/12/2019	LEVY - ANDREW BRAVO	101.203.2031900	77.11
MN DEPT OF REVENUE	INV0085511	04/12/2019	STATE WITHHOLDING	101.203.2030300	22,276.96
MN FIRE SERVICE CERT BOARD	6482	04/09/2019	3/26/19	101.42.4200.423.30700	125.00
MN GLOVE & SAFETY, INC.	315740	04/16/2019	CTINVE	101.45.3300.419.60045	179.96
MN GLOVE & SAFETY, INC.	315741	04/16/2019	CTINVE	101.45.3300.419.60045	79.98
MUNICI-PALS	2019 SPRING WORKS	04/16/2019	2019 SPRING WORKSHOP	101.42.4000.421.50080	70.00
MUNICI-PALS	2019 SPRING WORKS	04/16/2019	2019 SPRING WORKSHOP	101.43.5000.441.50080	35.00
MUNICI-PALS	2019 SPRING WORKS	04/16/2019	2019 SPRING WORKSHOP	101.43.5100.442.50080	35.00
MUNICI-PALS	2019 SPRING WORKS	04/16/2019	2019 SPRING WORKSHOP	101.45.3000.419.50080	70.00
MUNICI-PALS	2019 SPRING WORKS	04/16/2019	2019 SPRING WORKSHOP	101.45.3200.419.50080	70.00
MUNICI-PALS	2019 SPRING WORKS	04/16/2019	2019 SPRING WORKSHOP	101.45.3300.419.50080	70.00
OCCUPATIONAL HEALTH CENTERS OF MINN	102954377	04/09/2019	N26-1351004654	101.42.4000.421.30500	135.00
OCCUPATIONAL HEALTH CENTERS OF MINN	102954377	04/09/2019	N26-1351004654	101.43.5100.442.30500	135.00
OCCUPATIONAL HEALTH CENTERS OF MINN	102954377	04/09/2019	N26-1351004654	101.45.3000.419.30500	135.00
PERA	INV0085500	04/12/2019	PERA COORDINATED PLAN	101.203.2030600	38,890.38
PERA	INV0085501	04/12/2019	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,991.60
PERA	INV0085502	04/12/2019	PERA DEFINED PLAN	101.203.2030600	53.46
PERA	INV0085503	04/12/2019	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	53.46
PERA	INV0085504	04/12/2019	PERA POLICE & FIRE PLAN	101.203.2030600	18,565.40
PERA	INV0085505	04/12/2019	EMPLOYER SHARE (POLICE & FIRE PI	101.203.2030600	27,848.12
PINE BEND PAVING, INC.	19-114	04/09/2019	3/15/19	101.43.5200.443.60016	737.78
POST BOARD	2019 RENEWAL B	04/09/2019	2019 LICENSE RENEWAL	101.42.4000.421.50070	1,440.00
PRECISE MRM	IN200-1020510	04/09/2019	000208	101.43.5200.443.30700	602.91
STEPHEN NICHOLSON	681	04/16/2019	3/29/19	101.43.5100.442.60010	152.00
STREICHER'S	11360743	04/09/2019	285	101.42.4000.421.60018	4,530.22
T. A. SCHIFSKY & SONS, INC.	64147	04/09/2019	3/26/19	101.43.5200.443.60016	1,627.35
TEXAS STATE DISBURSEMENT UNIT	INV0085487	04/12/2019	ANDREW BRAVO FEIN/TAXPAYER ID:	101.203.2032100	401.13
TOTAL CONSTRUCTION & EQUIP.	8634	04/16/2019	40191001	101.44.6000.451.40047	1,465.39
UNIFIRST CORPORATION	090 0473326	04/09/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0473326	04/09/2019	1051948	101.44.6000.451.60045	24.53
UNIFIRST CORPORATION	090 0474662	04/09/2019	1051948	101.43.5200.443.60045	47.84
UNIFIRST CORPORATION	090 0474662	04/09/2019	1051948	101.44.6000.451.60045	24.53
UNITED STATES TREASURY	4/12/19	04/16/2019	MARCH 2019	101.203.2031900	125.00
US POSTMASTER - EAGAN	MAY-JUNE 2019	04/09/2019	INSIGHTS NEWSLETTER	101.41.1100.413.50035	2,500.00
VERIFIED CREDENTIALS, INC.	291965	04/09/2019	3/31/19	101.41.1100.413.30700	279.00
XCEL ENERGY	631642529	04/09/2019	51-0012468843-4	101.44.6000.451.40020	48.96
XCEL ENERGY	632872967	04/16/2019	51-0012468843-4	101.44.6000.451.40020	14.63
Fund: 101 - GENERAL FUND					351,162.00
IGH SENIOR CLUB	4/2/19	04/16/2019	MARCH 2019	204.227.2271000	975.00
INNOVATIVE OFFICE SOLUTIONS	SUM-046396	04/09/2019	S28777	204.44.6100.452.60009	13.42
TAHO SPORTSWEAR	18TS2572 B	04/09/2019	HARMON FARMS	204.44.6100.452.60045	500.00
Fund: 204 - RECREATION FUND					1,488.42
AEP ONSITE PARTNERS, LLC	419-21180279	04/16/2019	4/4/19	205.44.6200.453.40020	2,790.71
AEP ONSITE PARTNERS, LLC	419-21180279	04/16/2019	4/4/19	205.44.6200.453.40020	3,140.99
FIRST IMPRESSION GROUP, THE	88964-P	04/16/2019	4363	205.44.6200.453.50035	1,620.00
FLAD, JANE	4/4/19	04/16/2019	REFUND - FITNESS LOW ENROLLMEN	205.44.0000.3493501	49.00
HUEBSCH SERVICES	4260782	04/16/2019	92965	205.44.6200.453.40040	277.48
HUEBSCH SERVICES	4260782	04/16/2019	92965	205.44.6200.453.40040	69.37
INNOVATIVE OFFICE SOLUTIONS	SUM-046396	04/09/2019	S28777	205.44.6200.453.60040	41.72
INNOVATIVE OFFICE SOLUTIONS	SUM-046396	04/09/2019	S28777	205.44.6200.453.60040	41.73
INNOVATIVE OFFICE SOLUTIONS	SUM-046396	04/09/2019	S28777	205.44.6200.453.60040	235.03
INNOVATIVE OFFICE SOLUTIONS	SUM-046396	04/09/2019	S28777	205.44.6200.453.60065	9.58
MUNICI-PALS	2019 SPRING WORKS	04/16/2019	2019 SPRING WORKSHOP	205.44.6200.453.50080	70.00
MUNICI-PALS	2019 SPRING WORKS	04/16/2019	2019 SPRING WORKSHOP	205.44.6200.453.50080	70.00
Fund: 205 - COMMUNITY CENTER					8,415.61
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 ED.	04/09/2019	Legal	290.45.3000.419.30420	96.00
Fund: 290 - EDA OPERATING					96.00
EHLERS AND ASSOCIATES, INC.	79875	04/16/2019	4/10/19	354.57.9000.570.30150	500.00
Fund: 354 - G.O. SEWER REV BONDS 2010A					500.00
EHLERS AND ASSOCIATES, INC.	79876	04/16/2019	4/10/19	358.57.9000.570.30150	3,000.00
Fund: 358 - G.O. REFUNDING IMPROV BONDS 2011A					3,000.00
DAKOTA CTY PROP TAXATION & RECORDS	SA0020 4/4/19	04/16/2019	ANNUAL SPECIAL ASSESSMENTS	399.57.9000.570.30700	6,346.00
Fund: 399 - CLOSED BOND FUND					6,346.00
METROPOLITAN COUNCIL	MARCH 2019	04/16/2019	MARCH 2019	404.217.2170000	29,820.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 404 - SEWER CONNECTION FUND					29,820.00
JORGENSEN CONSTRUCTION INC.	PAY APP #5	04/16/2019	CITY PROJECT 2014-10	434.42.4200.423.80200	270,085.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Fire	04/09/2019	Legal	434.42.4200.423.30420	1,232.00
WENDEL ADG, LLC	351206	04/09/2019	600801	434.42.4200.423.30200	4,448.54
Fund: 434 - 2014 IMPROVEMENT FUND					275,765.54
BARR ENGINEERING COMPANY	23191381.00-10	04/16/2019	3/15/19	437.73.5900.737.30300	626.20
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Her	04/09/2019	Legal	437.44.5900.737.30420	655.00
Fund: 437 - 2017 IMPROVEMENT FUND					1,281.20
BARR ENGINEERING COMPANY	23191399.00-6	04/16/2019	T18.113208	438.73.5900.738.30300	4,472.50
GRENDHAHL MECHANICAL, LLC.	PAY VO. NO. 4	04/09/2019	CITY PROJECT NO. 2018-13	438.73.5900.738.80200	20,000.00
Fund: 438 - 2018 IMPROVEMENT FUND					24,472.50
BOLTON & MENK, INC.	0231100	04/16/2019	T18.117400	440.74.5900.740.30300	10,106.00
BOLTON & MENK, INC.	0231102	04/16/2019	T18.116599	440.74.5900.740.30300	12,535.50
FINANCE & COMMERCE, INC.	744201375	04/16/2019	10025798	440.74.5900.740.50025	277.68
KIMLEY-HORN & ASSOCIATES, INC.	13235518	04/16/2019	160509021.3	440.74.5900.740.30300	938.10
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 #15	04/09/2019	Legal	440.74.5900.740.30420	74.50
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 #15	04/09/2019	Legal	440.74.5900.740.30420	27.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 55ti	04/09/2019	Legal	440.74.5900.740.30420	40.50
LILLIE SUBURBAN NEWSPAPERS	3/31/19 001363	04/16/2019	Advertising/Publishing	440.74.5900.740.50025	77.00
LILLIE SUBURBAN NEWSPAPERS	3/31/19 001363	04/16/2019	Advertising/Publishing	440.74.5900.740.50025	77.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					24,153.28
CITY OF EAGAN	DEC-FEB 19	04/16/2019	UTILITY BILLS	441.74.5900.741.40030	4,646.81
GIP III ZEPHYR ACQUISITION PARTNERS, L.F	INVRGRV-11903	04/16/2019	INVRGRV-1	441.74.5900.741.40020	280.05
Fund: 441 - STORM WATER MANAGEMENT					4,926.86
BOLTON & MENK, INC.	0231101	04/16/2019	T18.108658	446.74.5900.746.30300	752.50
EVERGREEN LAND SERVICES	00-12066	04/16/2019	1/18/19	446.74.5900.746.30700	738.73
FINANCE & COMMERCE, INC.	744198170	04/16/2019	10025798	446.74.5900.746.50025	287.37
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 #15	04/09/2019	Legal	446.74.5900.746.30420	8,025.22
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 #15	04/09/2019	Legal	446.74.5900.746.30420	121.50
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 imp	04/09/2019	Legal	446.74.5900.746.30420	1,390.50
LILLIE SUBURBAN NEWSPAPERS	3/31/19 001363	04/16/2019	Advertising/Publishing	446.74.5900.746.50025	40.25
LILLIE SUBURBAN NEWSPAPERS	3/31/19 001363	04/16/2019	Advertising/Publishing	446.74.5900.746.50025	40.25
WILLIAM & CYNTHIA NICHOLS	18413	04/09/2019	APPRAISAL REPORT 6302 SO. ROBER	446.74.5900.746.30700	5,000.00
Fund: 446 - NW AREA					16,396.32
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Acc	04/09/2019	Legal	449.45.3000.419.30420	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Am	04/09/2019	Legal	449.45.3000.419.30420	190.00
Fund: 449 - COMMUNITY PROPERTY					198.00
CEMSTONE PRODUCTS COMPANY	431547	04/16/2019	339953	501.50.7100.512.60016	7.97
CITY OF BLOOMINGTON	1900084	04/16/2019	3/29/19	501.50.7100.512.30700	420.00
CITY OF EAGAN	DEC-FEB 19	04/16/2019	UTILITY BILLS	501.50.7100.512.40005	27,810.77
CORE & MAIN LP	K294689	04/16/2019	099872	501.50.7100.512.40043	564.69
CORE & MAIN LP	K298473	04/16/2019	099872	501.50.7100.512.40043	3,664.89
ELROY'S ELECTRIC SERVICE	6469	04/16/2019	3/27/19	501.50.7100.512.40040	210.00
GENESIS EMPLOYEE BENEFITS, INC	IN1494789	04/16/2019	3/1/19-3/31/19	501.50.7100.512.30550	11.20
GIP III ZEPHYR ACQUISITION PARTNERS, L.F	INVRGRV-11903	04/16/2019	INVRGRV-1	501.50.7100.512.40020	6,288.77
GIP III ZEPHYR ACQUISITION PARTNERS, L.F	INVRGRV-21903	04/16/2019	INVRGRV-2	501.50.7100.512.40020	3,726.80
GOPHER STATE ONE-CALL	9030479	04/16/2019	MN00435	501.50.7100.512.30700	319.95
HAWKINS, INC.	4463466	04/16/2019	108816	501.50.7100.512.60019	639.80
HYDRODESIGNS, INC	0051714-IN	04/16/2019	INVERGR	501.50.7100.512.30700	1,247.25
METROPOLITAN COUNCIL	0001094110	04/16/2019	2021	501.50.7100.512.40040	743.54
TODD DOUGLAS EDINGER - RMR SERVICES	2019072	04/16/2019	3/15/19	501.50.7100.512.30700	1,741.48
TODD DOUGLAS EDINGER - RMR SERVICES	2019073	04/16/2019	3/15/19	501.50.7100.512.30700	1,530.68
TODD DOUGLAS EDINGER - RMR SERVICES	2019074	04/16/2019	3/15/19	501.50.7100.512.30700	1,557.88
TOTAL CONSTRUCTION & EQUIP.	9971	04/09/2019	40191022	501.50.7100.512.40040	581.63
TYLER TECHNOLOGIES, INC	025-254692	04/16/2019	41443	501.50.7100.512.70440	1,241.25
UPS	000027914A139	04/09/2019	27914A	501.50.7100.512.60016	18.70
VALLEY-RICH CO, INC	26752	04/16/2019	R190219 03/31	501.50.7100.512.40046	3,330.00
Fund: 501 - WATER UTILITY FUND					55,657.25
CITY OF EAGAN	DEC-FEB 19	04/16/2019	UTILITY BILLS	502.51.7200.514.40015	63,208.14
GENESIS EMPLOYEE BENEFITS, INC	IN1494789	04/16/2019	3/1/19-3/31/19	502.51.7200.514.30550	4.80
GIP III ZEPHYR ACQUISITION PARTNERS, L.F	INVRGRV-11903	04/16/2019	INVRGRV-1	502.51.7200.514.40020	181.12
TYLER TECHNOLOGIES, INC	025-254692	04/16/2019	41443	502.51.7200.514.70440	1,241.25
VIKING INDUSTRIAL CENTER	3162108	04/09/2019	1169954	502.51.7200.514.40042	149.83
VIKING INDUSTRIAL CENTER	3162111	04/09/2019	1169958	502.51.7200.514.40042	430.20
Fund: 502 - SEWER UTILITY FUND					65,215.34
ALL STAR PRO GOLF, INC.	INVA6352	04/16/2019	3/20/19	503.52.8000.521.60065	925.70
GIP III ZEPHYR ACQUISITION PARTNERS, L.F	INVRGRV-11903	04/16/2019	INVRGRV-1	503.52.8600.527.40020	31.76

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 503 - INVER WOOD GOLF COURSE					957.46
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Rai	04/09/2019	Legal	602.00.2100.415.30420	492.00
MEGHAN QUIGLEY	INV00001	04/16/2019	4/1/19	602.00.2100.415.40048	5,750.00
Fund: 602 - RISK MANAGEMENT					6,242.00
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004225397	04/09/2019	14649	603.140.1450050	319.28
AMERICAN FLAGPOLE & FLAG CO	145560	04/09/2019	3/27/19	603.00.5300.444.40040	80.33
ASTLEFORD INT'L & ISUZU	T448853	04/09/2019	13912	603.00.5300.444.40041	138.95
EMERGENCY APPARATUS MAINTENANCE	105193	04/09/2019	3/5/19	603.00.5300.444.40041	1,247.54
EMERGENCY APPARATUS MAINTENANCE	105246	04/09/2019	3/7/19	603.00.5300.444.40041	712.34
EMERGENCY APPARATUS MAINTENANCE	105239	04/09/2019	3/11/19	603.00.5300.444.40041	6,819.29
EMERGENCY AUTOMOTIVE TECHNOLOGIES MP122618-208		04/09/2019	1/24/19	603.00.5300.444.80700	1,390.24
EMERGENCY AUTOMOTIVE TECHNOLOGIES MP122618-208A		04/09/2019	2/1/19	603.00.5300.444.80700	2,451.38
EMERGENCY AUTOMOTIVE TECHNOLOGIES RMA2019-31		04/09/2019	3/5/19	603.00.5300.444.40041	100.48
EMERGENCY AUTOMOTIVE TECHNOLOGIES MP022619-203		04/09/2019	3/28/19	603.00.5300.444.80700	864.45
EMERGENCY AUTOMOTIVE TECHNOLOGIES RMA2019-59		04/09/2019	4/5/19	603.00.5300.444.80700	12.00
FORCE AMERICA, INC.	IN001-1328380	04/09/2019	366100	603.140.1450050	229.43
GIP III ZEPHYR ACQUISITION PARTNERS, L.F	INVRGRV-11903	04/16/2019	INVRGRV-1	603.00.5300.444.40020	930.90
HOSE / CONVEYORS INC	00079479	04/09/2019	CIT300	603.00.5300.444.40040	92.29
KIMBALL MIDWEST	6996601	04/09/2019	222006	603.00.5300.444.60012	20.25
KIMBALL MIDWEST	6996702	04/09/2019	222006	603.00.5300.444.60012	137.35
LITTLE FALLS MACHINE INC	355053	04/09/2019	INVER	603.00.5300.444.40041	396.22
MACQUEEN EMERGENCY GROUP	P01944	04/09/2019	INVER003	603.00.5300.444.40041	108.53
MID CITY SERVICES, INC.	100784	04/09/2019	3/29/19	603.00.5300.444.40065	48.00
NORTH AMERICAN TRAILER SALES	0304140986	04/09/2019	10095	603.00.5300.444.40041	200.92
NUSS TRUCK AND EQUIPMENT	4014119	04/09/2019	38679B	603.00.5300.444.40041	4,977.81
O' REILLY AUTO PARTS	1767-386831	04/09/2019	1578028	603.00.5300.444.40041	16.00
O' REILLY AUTO PARTS	1767-386860	04/09/2019	1578028	603.00.5300.444.40041	19.05
O' REILLY AUTO PARTS	1767-387051	04/09/2019	1578028	603.00.5300.444.40041	50.00
O' REILLY AUTO PARTS	1767-387239	04/09/2019	1578028	603.00.5300.444.40041	30.50
O' REILLY AUTO PARTS	1767-388419	04/09/2019	1578028	603.140.1450050	112.35
O' REILLY AUTO PARTS	1767-388428	04/09/2019	1578028	603.00.5300.444.40041	94.45
O' REILLY AUTO PARTS	1767-388429	04/09/2019	1578028	603.140.1450050	7.46
O' REILLY AUTO PARTS	1767-388434	04/09/2019	15780288	603.00.5300.444.40041	86.24
O' REILLY AUTO PARTS	1767-388448	04/09/2019	1578028	603.140.1450050	8.78
O' REILLY AUTO PARTS	1767-388494	04/09/2019	1578028	603.140.1450050	19.28
O' REILLY AUTO PARTS	1767-388741	04/09/2019	1578028	603.00.5300.444.40041	17.46
RDO EQUIPMENT COMPANY	P55961	04/09/2019	2556007	603.00.5300.444.40041	37.39
SCHLOMKA'S VAC TRUCK SERVICE, INC.	8539	04/09/2019	3/22/19	603.00.5300.444.40040	857.50
SEMA EQUIPMENT INC.	1246307	04/09/2019	200906	603.00.5300.444.40041	953.30
SOUTH EAST TOWING	212493	04/09/2019	3/18/19	603.00.5300.444.40041	310.00
TOWMASTER TRAILERS INC	413843	04/09/2019	2946	603.00.5300.444.40041	123.07
UNIFIRST CORPORATION	090 0473326	04/09/2019	1051948	603.00.5300.444.40065	169.98
UNIFIRST CORPORATION	090 0473326	04/09/2019	1051948	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	090 0474662	04/09/2019	1051948	603.00.5300.444.40065	176.98
UNIFIRST CORPORATION	090 0474662	04/09/2019	1051948	603.00.5300.444.60045	33.50
UNITED FARMS COOP	78753	04/09/2019	10296	603.00.5300.444.40041	845.12
Fund: 603 - CENTRAL EQUIPMENT					25,279.89
INNOVATIVE OFFICE SOLUTIONS	SUM-046396	04/09/2019	S28777	604.00.2200.416.60005	18.74
INNOVATIVE OFFICE SOLUTIONS	SUM-046396	04/09/2019	S28777	604.00.2200.416.60005	154.83
INNOVATIVE OFFICE SOLUTIONS	SUM-046396	04/09/2019	S28777	604.00.2200.416.60010	1,982.65
US BANK EQUIPMENT FINANCE, INC.	381464353	04/09/2019	923425	604.00.2200.416.40050	2,810.50
Fund: 604 - CENTRAL STORES					4,966.72
AEP ONSITE PARTNERS, LLC	419-21180279	04/16/2019	4/4/19	605.00.7500.460.40020	1,680.49
CULLIGAN	3/31/19 157-98503022-	04/09/2019	157-98503022-8	605.00.7500.460.60011	55.35
HUEBSCH SERVICES	4260781	04/16/2019	100075	605.00.7500.460.40065	120.52
LONE OAK COMPANIES	4/2/19	04/09/2019	POSTAGE UTILITY BILLING	605.00.7500.460.50035	1,750.00
MAILFINANCE	N7648933	04/09/2019	3/25/19	605.00.7500.460.40044	825.00
MAS COMMUNICATIONS	190300050101	04/16/2019	1010	605.00.7500.460.40040	48.10
OPEN SYSTEMS TECHNOLOGIES DE LLC	DE410676	04/16/2019	SOW#103812	605.00.7500.460.30700	750.00
TOTAL CONSTRUCTION & EQUIP.	8634	04/16/2019	40191001	605.00.7500.460.40047	317.25
TOTAL CONSTRUCTION & EQUIP.	8823	04/16/2019	40191004	605.00.7500.460.40040	1,965.91
TOTAL CONSTRUCTION & EQUIP.	8824	04/16/2019	40191005	605.00.7500.460.40040	370.13
US POSTMASTER	4/16/19 PD 95009-000	04/16/2019	MARCH 2019	605.00.7500.460.50035	100.00
Fund: 605 - CITY FACILITIES					7,982.75
CDW GOVERNMENT INC	RRB4959	04/09/2019	2394832	606.00.1400.413.60041	1,173.69
CDW GOVERNMENT INC	RSG6950	04/09/2019	2394832	606.00.1400.413.60041	99.13
LVC COMPANIES, INC.	6189	04/16/2019	7333	606.00.1400.413.30700	250.00
LVC COMPANIES, INC.	6811	04/16/2019	8681	606.00.1400.413.30700	295.00
Fund: 606 - TECHNOLOGY FUND					1,817.82
CULLIGAN	3/31/19 157-98473242-	04/09/2019	157-98473242-8	702.229.2286300	59.25
ETERNITY HOMES LLC	3/27/19	04/09/2019	ESCROW RELEASE	702.229.2305702	5,000.00
ETERNITY HOMES LLC	3/27/19	04/09/2019	ESCROW RELEASE	702.229.2305802	5,000.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ISD #199	3/27/19	04/09/2019	ESCROW RELEASE	702.229.2297700	3,309.69
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Sc	04/09/2019	Legal	702.229.2284602	1,647.50
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Bla	04/09/2019	Legal	702.229.2287302	665.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Cer	04/09/2019	Legal	702.229.2300302	58.50
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Dis	04/09/2019	Legal	702.229.2309302	380.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 For	04/09/2019	Legal	702.229.2291000	116.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 For	04/09/2019	Legal	702.229.2291000	116.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 For	04/09/2019	Legal	702.229.2291000	112.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 For	04/09/2019	Legal	702.229.2291000	60.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 For	04/09/2019	Legal	702.229.2291000	24.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Hol	04/09/2019	Legal	702.229.2293402	454.90
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 IGT	04/09/2019	Legal	702.229.2300302	435.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Pol	04/09/2019	Legal	702.229.2291000	460.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Rol	04/09/2019	Legal	702.229.2285901	174.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Var	04/09/2019	Legal	702.229.2297602	408.00
LEVANDER, GILLEN & MILLER P.A.	81000E 02/28/2019 Wa	04/09/2019	Legal	702.229.2284802	163.50
LILLIE SUBURBAN NEWSPAPERS	3/31/19 001363	04/16/2019	Advertising/Publishing	702.229.2302702	23.00
WELLS FARGO AUTO	4/3/19	04/09/2019	M. DOMENICHETTI 5940204316 VIN WI	702.229.2291000	483.25
Fund: 702 - ESCROW FUND					19,149.59
Grand Total					935,290.55

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE

Meeting Date: April 22, 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 three (3) rental licenses.

BACKGROUND

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

ANALYSIS

The following rental license applications have been submitted:

- PETER TJORNHOM: 10805 RICH VALLEY BLVD – SINGLE FAMILY HOME
- CASSIE AND ANTHONY VERCH: 7008 RIVER RD – SINGLE FAMILY HOME
- JACOB MILDON: 6930 CROSBY AVE – SINGLE FAMILY HOME

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

RECOMMENDATIONS

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Plans and Specifications and Order Bids for the Heritage Village Park Project

Meeting Date: April 22, 2019
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Brian Swoboda

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 plans and specifications and order bids for Phase II of the Heritage Village Park. The Council is not approving a contract at this time.

SUMMARY

With the construction of the Phase I improvements of Heritage Village Park (Dog Park), the City Council authorized the development of Phase II plans and specifications in late 2018. The City has been working with WSB on Phase II improvements over the last several months which would include grading, parking lot, storm water, landscaping, trails, sidewalks, inclusive playground, and restroom/shelter. At this time the project is divided into two bid packages as follows:

2019 Planned Phase II Improvements – Bid Package A

- Site grading
- Parking and the necessary storm water treatment areas
- Trails that connect the MRRT to Swing Bridge Park along Doffing Ave and trails within the park itself
- Landscaping
- Site amenities
- Site utilities
- Historical Interpretation at Swing Bridge Park (coordinated by Dakota County)

2019 Planned Phase II Improvements – Bid Package B

- Site grading
- Storm water treatment areas
- Trails that connect the MRRT to Swing Bridge Park along Doffing Ave and trails within the park itself
- Historical Interpretation at Swing Bridge Park (coordinated by Dakota County)

Site Grading/Import of Fill

The overall grading plan anticipates placing approximately 70,000 cubic yards of clean fill to get most of the site at an elevation of 701 which is above the existing berm. Most of the fill will come from city street projects. In order to accomplish the import of fill the City has processed a Conditional Use Permit (CUP) that has been reviewed and approved by the Environmental Commission, Planning Commission, and ultimately the City Council.

In 2020 the City Council would consider if it would like to proceed with the inclusive playground and the restroom/shelter building. More information and discussion regarding these two improvements will be discussed at the May 6th City Council Work Study Session.

Anticipated Schedule

April 22 nd	City Council review/approval of plans and specifications
April/May	Bid project
May/June	Begin importing fill and grading site
June 12, 2019	PRAC recommend contract
June 24, 2019	City Council award a contract
July – November	Construction
2020	Shelter/Restroom Construction/Inclusive Playground

Future Improvements (Potential)

Future improvements that may be included as resources are available may include:

- Splash Pad
- Outdoor Amphitheatre
- Relocation of Old School House/Former Town Hall
- Additional Parking
- Picnic Shelter(s)
- Historical Interpretation

**PARTIAL SET OF
PRELIMINARY PLANS**



Inver Grove Heights, Minnesota
December 5, 2018 | WSB Project number: 013050-000

Heritage Village Park - Phase 2

Inver Grove Heights, Minnesota

City Improvement Project No. XXXXX
WSB & Associates, Inc. Project No. 013050-000
Issue Date..... XXXX XX, 2019



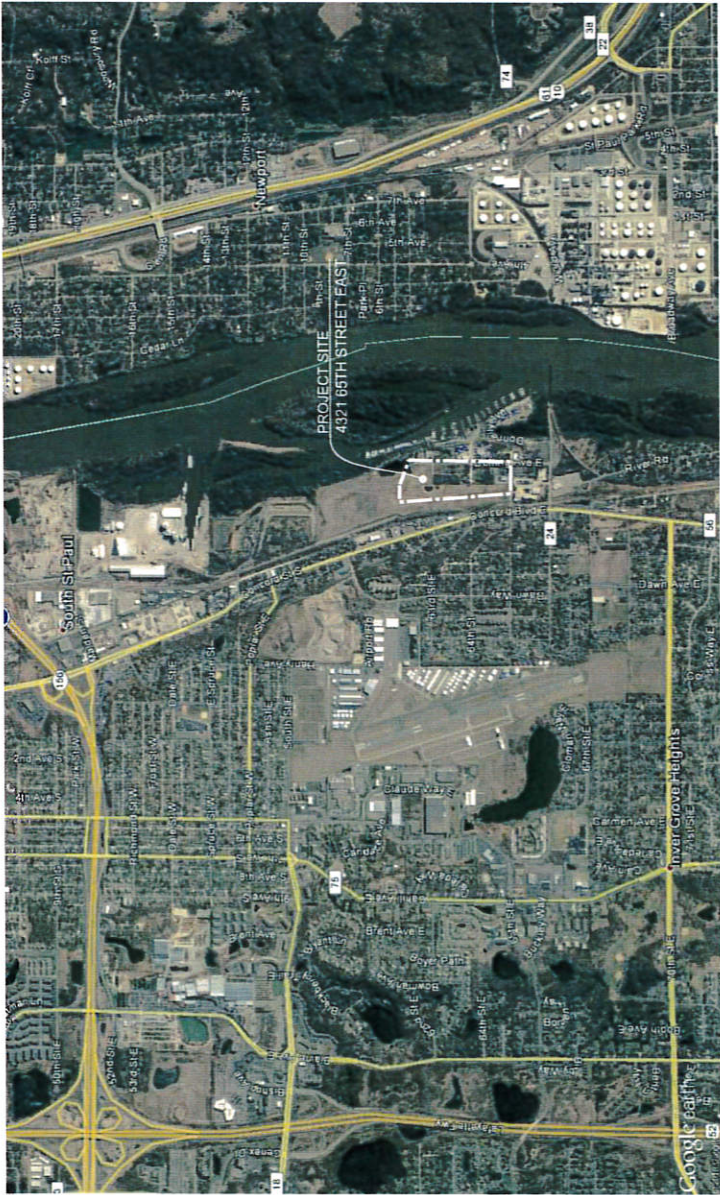
WSB PROJECT NO.:
013050-000

SCALE: DESIGN BY:
AS SHOWN BAK
PLAN BY: CHECK BY:
BAK CCA

REVISIONS	
NO.	DESCRIPTION

DATE: XXXXXX
DRAWN BY: XXXXXX
CHECKED BY: XXXXXX
APPROVED BY: XXXXXX
PROJECT NO.: 013050-000
SHEET NO.: 1.0
SHEET TOTAL: 1.0

Sheet List Table	
SHEET NUMBER	SHEET TITLE
L1.0	COVER SHEET
L1.1	GENERAL NOTES
L1.2	SWPPP
L1.3	SWPPP
L1.4	SWPPP
L1.5	OVERALL EXISTING CONDITIONS & REMOVALS PLAN
L1.6	EXISTING CONDITIONS & REMOVALS PLAN A, B & C
L1.7	EXISTING CONDITIONS & REMOVALS PLAN D
L1.8	EXISTING CONDITIONS & REMOVALS PLAN E
L1.9	EXISTING CONDITIONS & REMOVALS PLAN F
L2.0	EXISTING CONDITIONS & REMOVALS PLAN G
L2.1	OVERALL LAYOUT PLAN
L2.2	LAYOUT PLAN ENLARGEMENT D
L2.3	LAYOUT PLAN ENLARGEMENT E
L2.4	LAYOUT PLAN ENLARGEMENT F
L2.5	LAYOUT PLAN ENLARGEMENT G
L2.6	LAYOUT PLAN ENLARGEMENT H
L2.7	OVERALL GRADING PLAN
L2.8	GRADING EXHIBIT
L2.9	GRADING PLAN ENLARGEMENT A, B & C
L3.0	GRADING PLAN ENLARGEMENT D
L3.1	GRADING PLAN ENLARGEMENT E
L3.2	GRADING PLAN ENLARGEMENT F
L3.3	GRADING PLAN ENLARGEMENT G
L3.4	GRADING PLAN ENLARGEMENT H
L3.5	OVERALL RESTORATION PLAN
L3.6	RESTORATION PLAN ENLARGEMENT A, B & C
L3.7	RESTORATION PLAN ENLARGEMENT D
L3.8	RESTORATION PLAN ENLARGEMENT E
L3.9	RESTORATION PLAN ENLARGEMENT F
L4.0	RESTORATION PLAN ENLARGEMENT G
L4.1	PLANT SCHEDULE & DETAILS
L4.2	MISCELLANEOUS DETAILS
L4.3	MISCELLANEOUS DETAILS
L4.4	MISCELLANEOUS DETAILS
L4.5	OVERALL UTILITY PLAN
L4.6	UTILITY PLAN
L4.7	UTILITY DETAILS
L4.8	UTILITY DETAILS
L4.9	UTILITY DETAILS
L5.0	ELECTRICAL SITE PLAN



PROJECT LOCATION MAP
1.0 SCALE: NOT TO SCALE

THIS PLAN SET HAS BEEN PREPARED FOR:
INVER GROVE HEIGHTS
8055 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2500



THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF PRIVATE UTILITIES HAS BEEN DETERMINED BY THE CONTRACTOR. THESE QUALITY LEVELS WERE DETERMINED ACCORDING TO THE GUIDELINES OF CHASCE 36-02. THE CONTRACTOR HAS BEEN ADVISED OF THE REQUIREMENTS FOR THE DETECTION OF EXISTING SUBSURFACE DATA. THE CONTRACTOR IS TO DETERMINE THE TYPE AND LOCATION OF PRIVATE UTILITIES AS MAY BE DEEMED NECESSARY TO AVOID DAMAGE THEREOF.

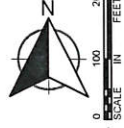
HERITAGE VILLAGE PARK PHASE 2
INVER GROVE HEIGHTS, MINNESOTA

COVER SHEET

C.P. XXXXXX
SHEET 1.0

LEGEND:

CONSTRUCTION LIMITS	AGGREGATE REMOVAL
EXISTING CONTOUR	BITUMINOUS REMOVAL
EXISTING SPOT GRADE	CONCRETE REMOVAL
EXISTING DECIDUOUS TREE	WOOD FIBER BIRCH
EXISTING CONIFER TREE	ROCK CONSTRUCTION
TREE REMOVAL	ENTRANCE (OR EQUIVALENT)
EXISTING GAS LINE	EXISTING DRAINAGE FLOW
EXISTING FIBER OPTIC	INLET PROTECTION
	SILT FENCE



REVISIONS

NO.	DATE	DESCRIPTION

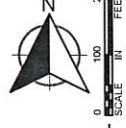
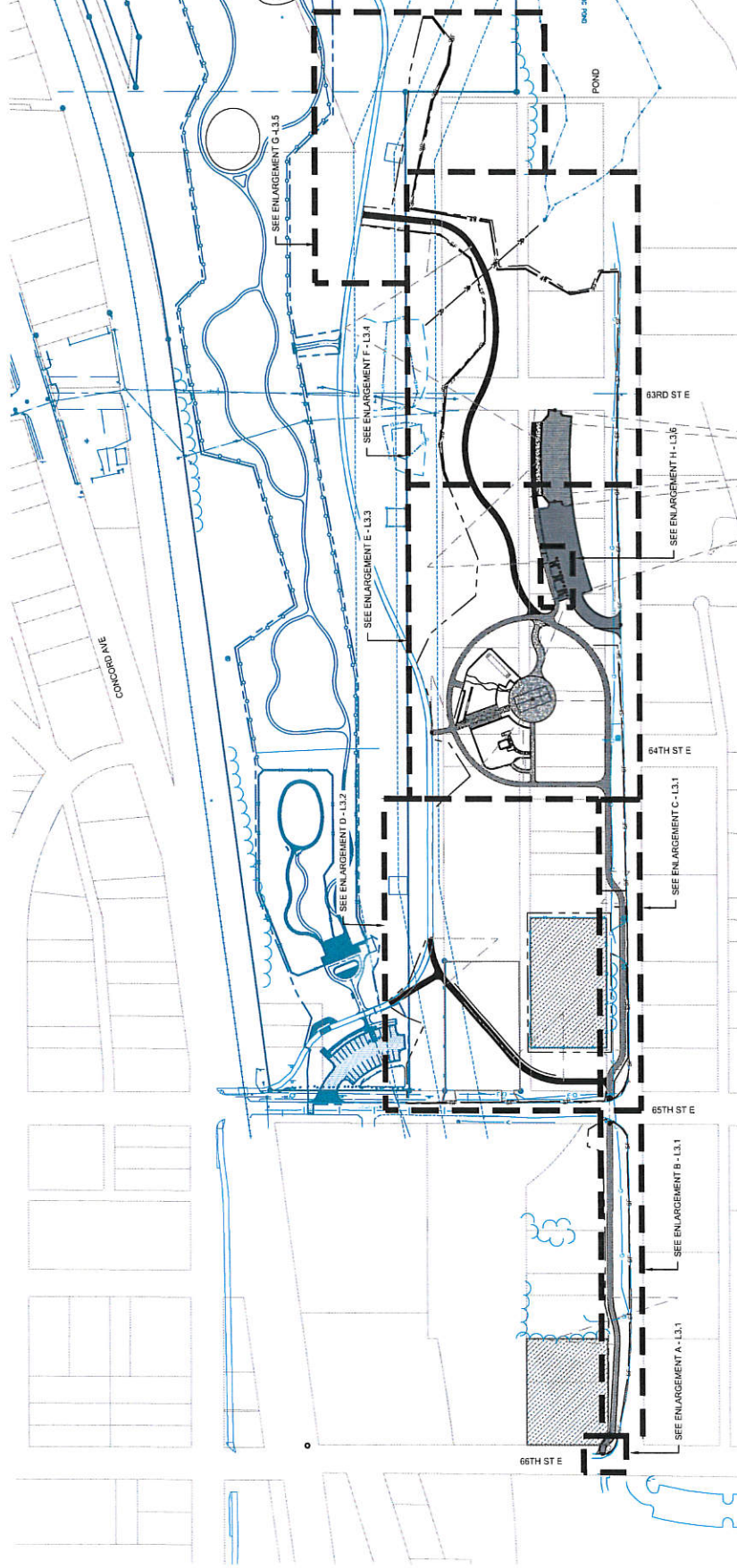
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY OR UNDER THE DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
DATE: 05/14/2018
PROJECT NO.: 013000-000
ARCHITECT: WSB
CONSTRUCTION: 100%

HERITAGE VILLAGE PARK PHASE 2
CITY OF INVER GROVE HEIGHTS

OVERALL LAYOUT
PLAN

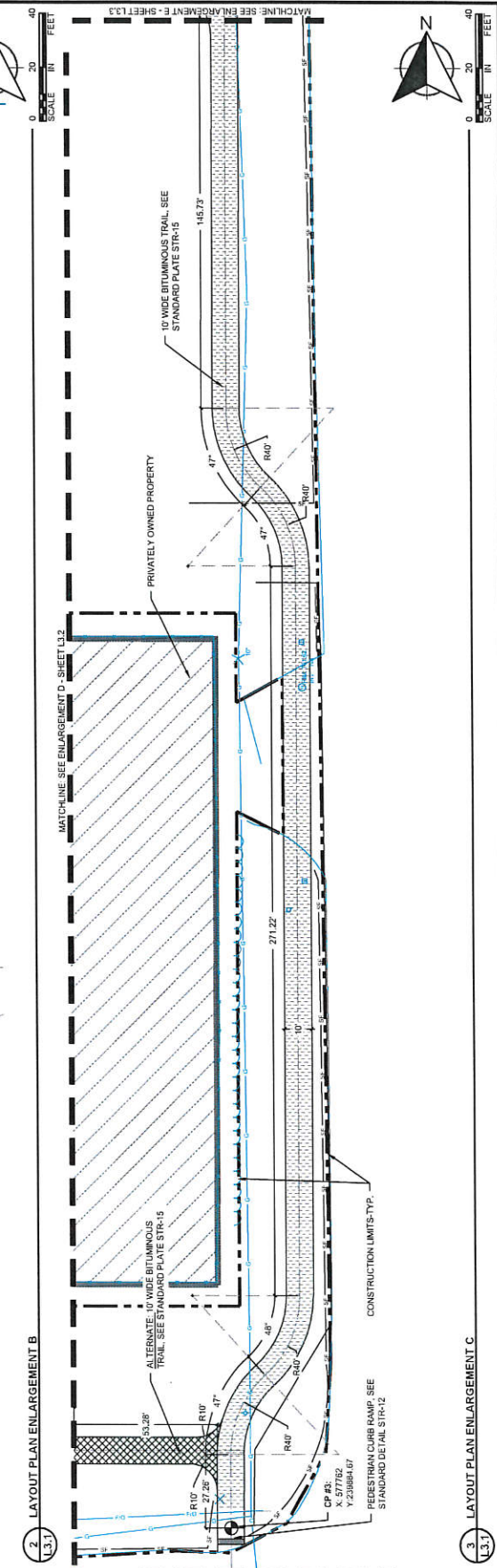
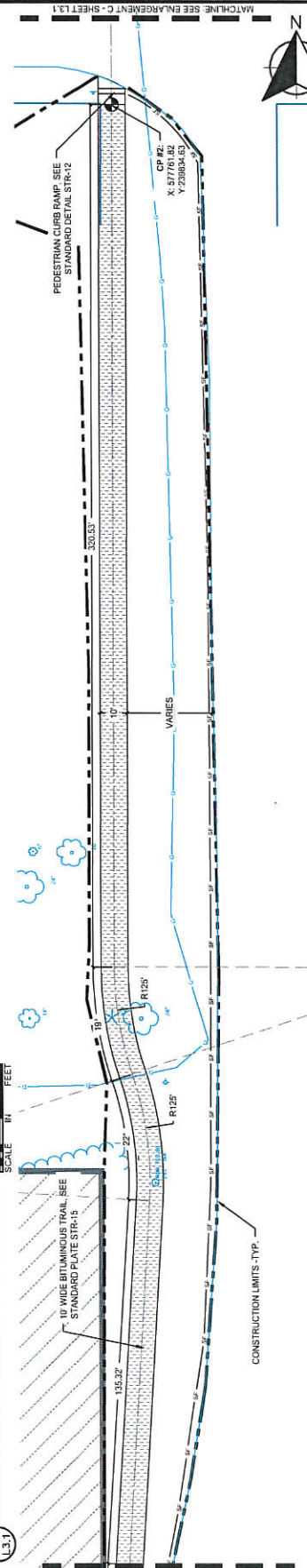
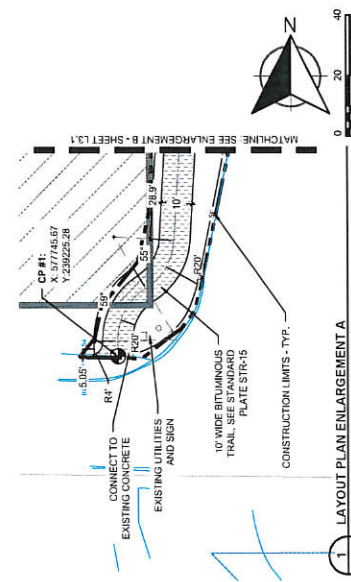
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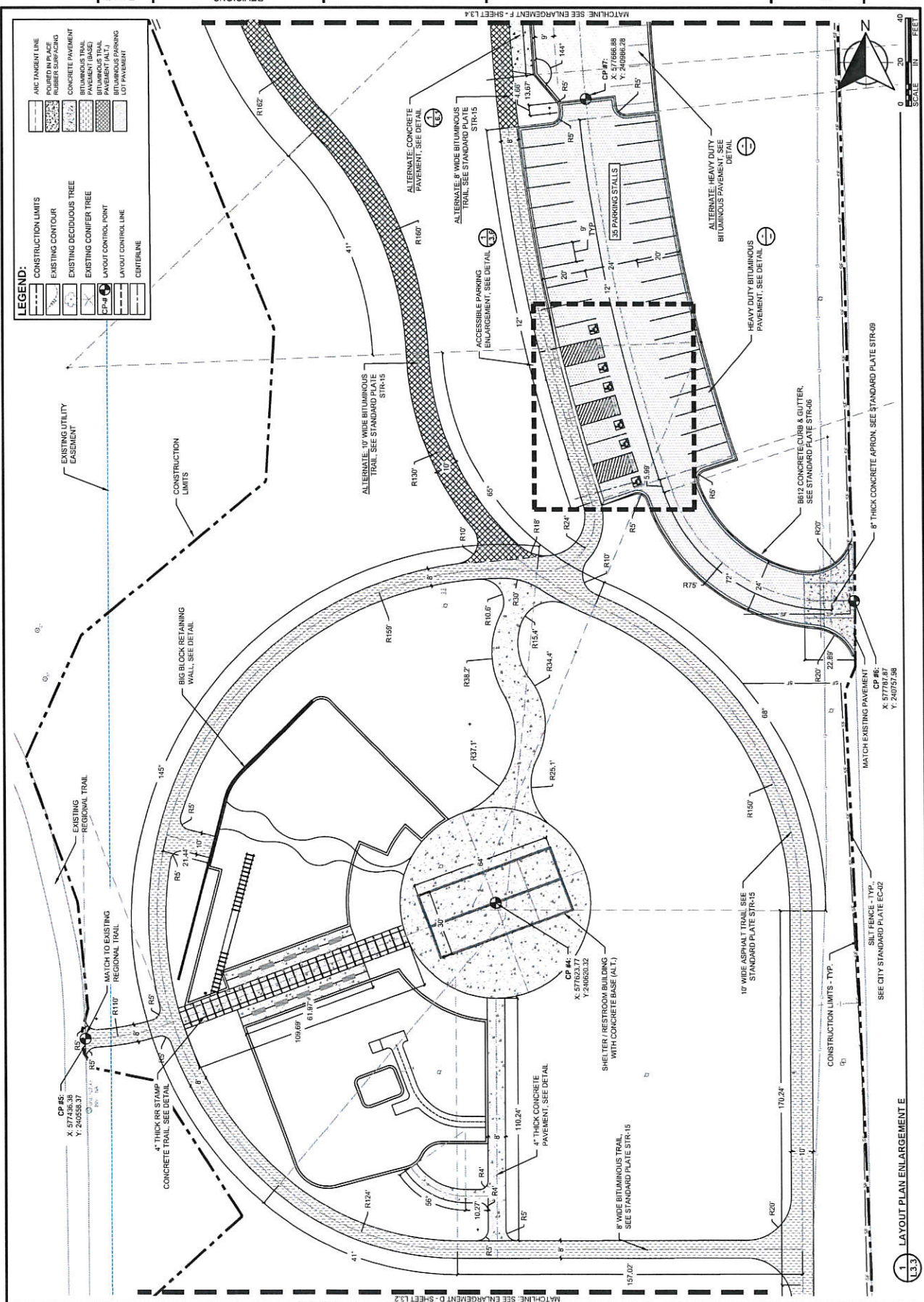
CONSTRUCTION LIMITS	ARC TANGENT LINE
EXISTING CONTOUR	POURED IN PLACE
EXISTING DECIDUOUS TREE	RUBBER SURFACING
EXISTING CONIFER TREE	CONCRETE PAVEMENT
LAYOUT CONTROL POINT	BITUMINOUS TRAIL
LAYOUT CONTROL LINE	PAVEMENT BASE
CENTERLINE	PAVEMENT (A.T.)
	BITUMINOUS PARKING
	LOT PAVEMENT



LEGEND:

---	CONSTRUCTION LIMITS	---	ARC TANGENT LINE
---	EXISTING CONTOUR	---	POURED IN PLACE RUBBER SURFACING
---	EXISTING DECIDUOUS TREE	---	CONCRETE PAVEMENT
---	EXISTING CONIFER TREE	---	BITUMINOUS TRAIL
---	LAYOUT CONTROL POINT	---	BITUMINOUS TRAIL PAVEMENT (A.T.)
---	LAYOUT CONTROL LINE	---	BITUMINOUS PARKING LOT PAVEMENT
---	CENTERLINE		







WSB PROJECT NO.:
013550-000

SCALE: AS SHOWN
DESIGN BY: BAK
PLAN BY: BAK
CHECK BY: CCA

REVISIONS

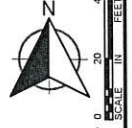
NO.	DATE	DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION AND REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
DATE: 10/20/2019
DRAWN BY: BAK
CHECKED BY: CCA
PROJECT NO.: 013550-000
SHEET NO.: 13.6

HERITAGE VILLAGE PARK PHASE 2 CITY OF INVER GROVE HEIGHTS

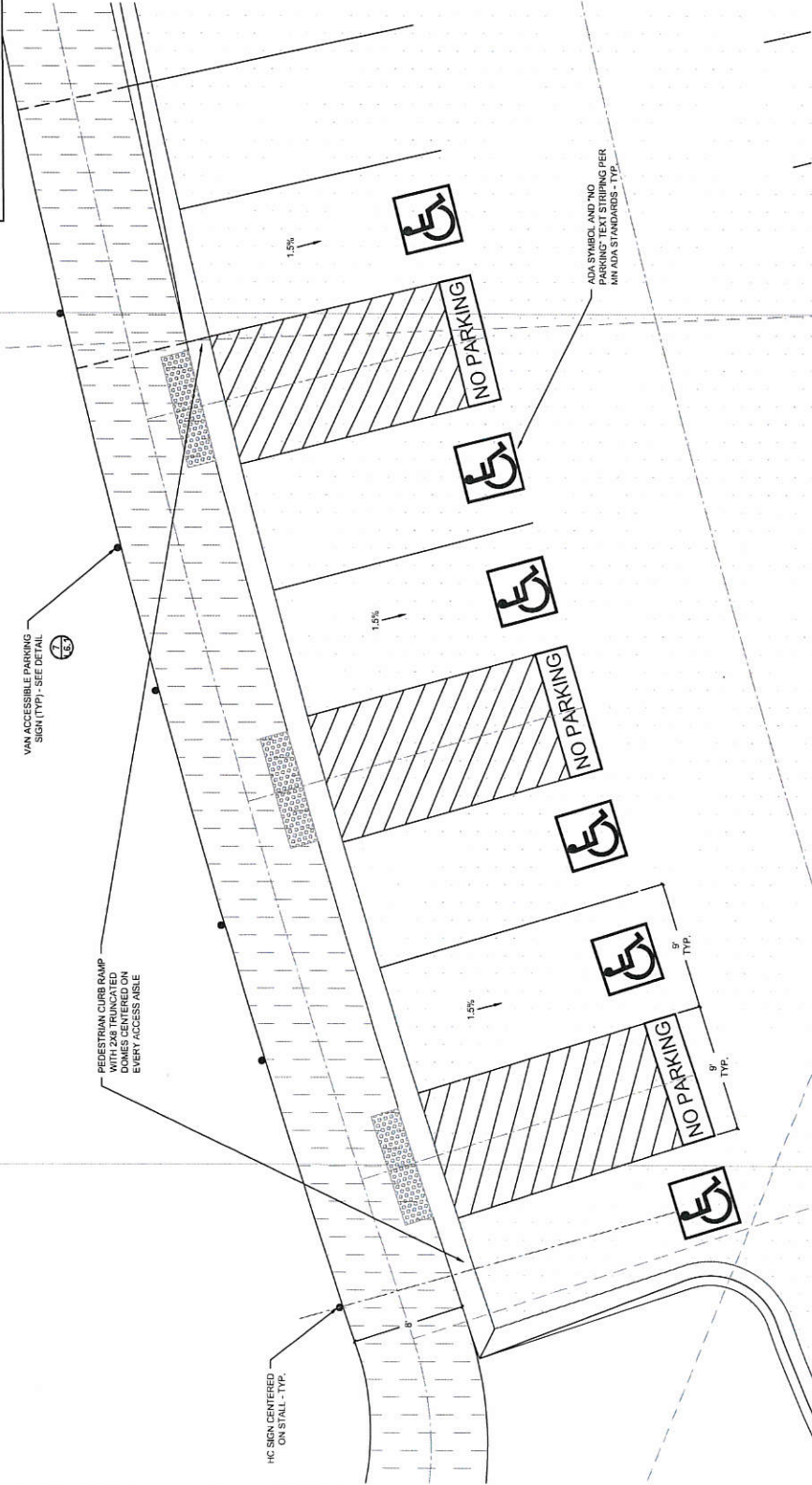
LAYOUT PLAN ENLARGEMENT H

C.P. SHEET
XXXXXX 13.6



LEGEND:

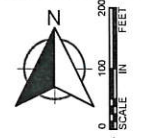
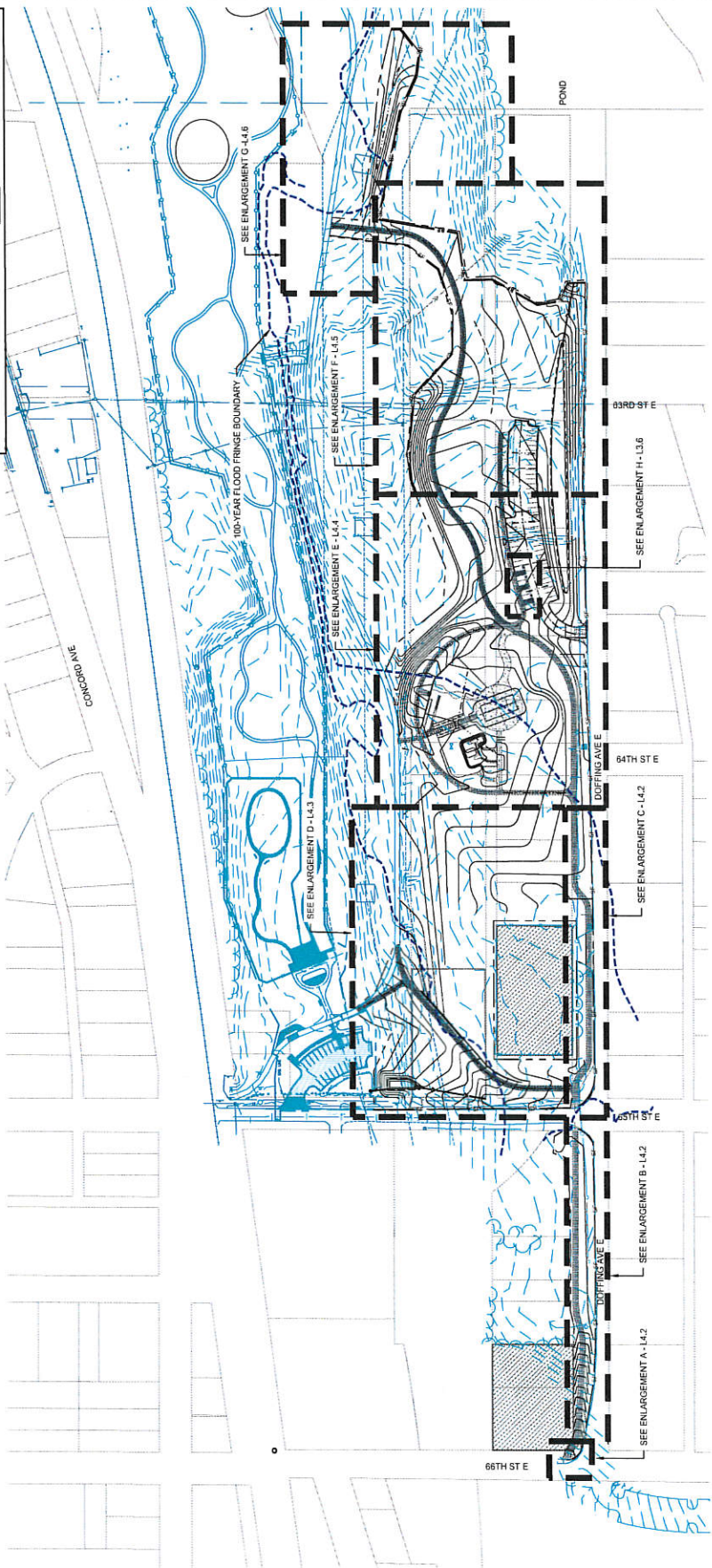
---	CONSTRUCTION LIMITS
---	EXISTING CONTOUR
---	EXISTING DECIDUOUS TREE
---	EXISTING CONIFER TREE
---	LAYOUT CONTROL POINT
---	LAYOUT CONTROL LINE
---	CENTERLINE
---	ARC TANGENT LINE
---	POURED IN PLACE RUBBER SURFACING
---	CONCRETE PAVEMENT
---	BITUMINOUS TRAIL PAVEMENT (BASE)
---	BITUMINOUS TRAIL PAVEMENT (ALT.)
---	BITUMINOUS PARKING LOT PAVEMENT



EARTHWORK CALCULATIONS:
FILL FOR OVERALL SITE: 69,786.55 CU YDS
FILL FOR ALTERNATE:

LEGEND:

- | | | | |
|---------|----------------------|---------|------------------------------|
| --- --- | CONSTRUCTION LIMITS | --->--- | EXISTING STORM PIPE |
| --- --- | EXISTING SPOT GRADE | --->--- | PROPOSED STORM PIPE |
| --- --- | INLET PROTECTION | --- --- | DRAINAGE DIVIDE |
| --- --- | SILT FENCE | --- --- | PROPOSED SPOT GRADE |
| --- --- | EROSION CONTROL | --- --- | HIGH POINT/LOW POINT |
| --- --- | BLANKET CATEGORY 3N | --- --- | EMERGENCY OVERFLOW |
| --- --- | EXISTING CONTOUR | --- --- | INVERT ELEVATION |
| --- --- | PROPOSED CONTOUR | --- --- | EXISTING SPOT GRADE |
| --- --- | EXISTING GAS LINE | --- --- | FIELD VERIFY, MATCH EX. |
| --- --- | EXISTING FIBER OPTIC | --- --- | 100-YR FLOOD FRINGE BOUNDARY |



wsb
WSB PROJECT NO.:
013099-000

SCALE: AS SHOWN
DESIGN BY: BAK
PLAN BY: BAK
CHECK BY: CCA

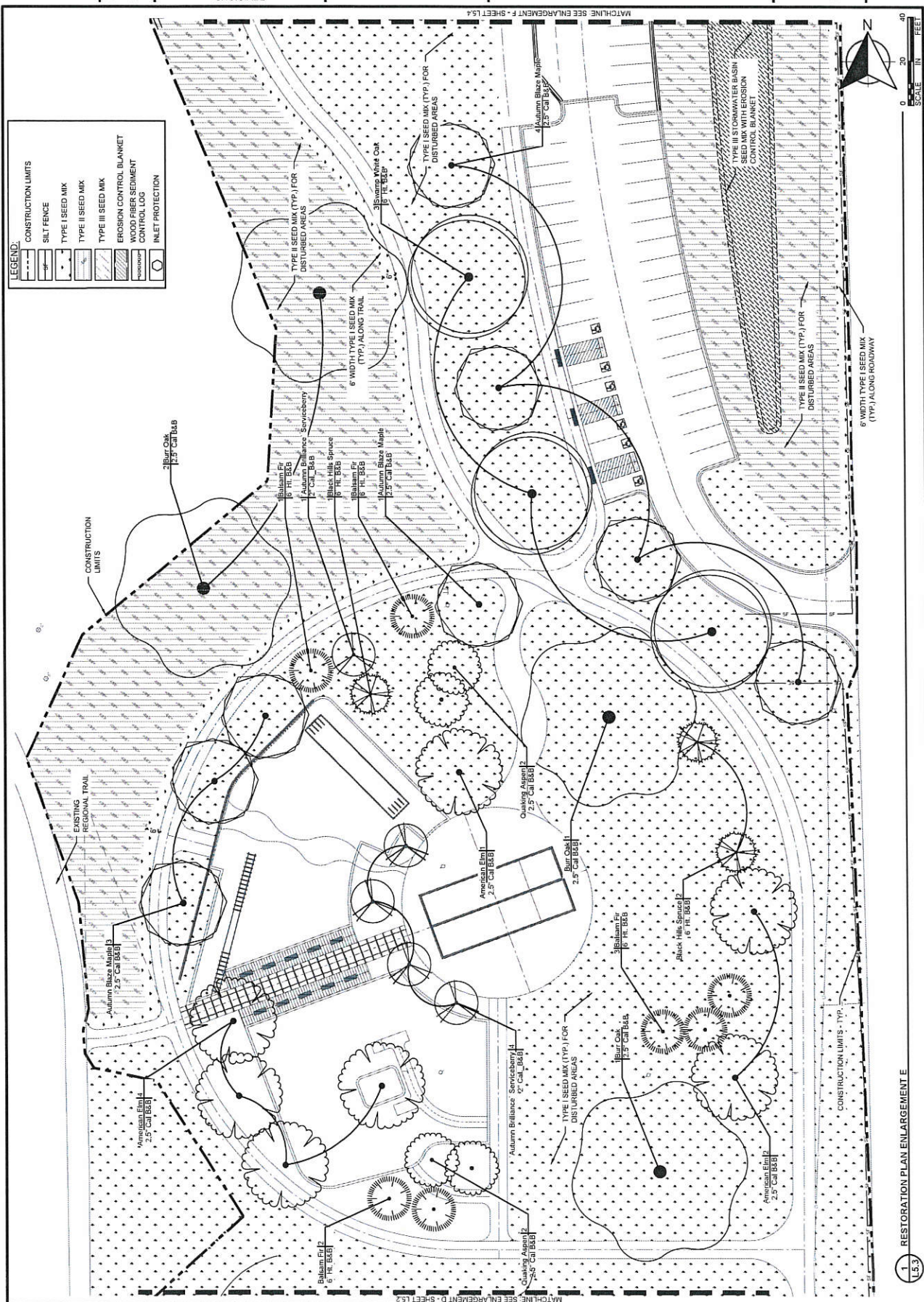
REVISIONS	
NO.	DATE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
DATE: 10/20/2016
PROJECT NO.: 013099-000
DRAWN BY: BAK
CHECKED BY: CCA
SCALE: AS SHOWN

HERITAGE VILLAGE PARK PHASE 2
CITY OF INVER GROVE HEIGHTS

OVERALL
GRADING PLAN

C.P. SHEET
XXXXXXX L4.0



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Proposal from Braun Intertec for Response Action Plan for Heritage Village Park

Meeting Date: April 22, 2019
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Approve a contract with Braun Intertec for environmental consulting services for Heritage Village Park in an amount not to exceed \$28,400. The project would be paid for using State Grant Funds and Fund 402 on a 1:1 basis.

SUMMARY

The City of Inver Grove Heights has been working to acquire properties and remediate contamination found on acquired property with the goal of creating a passive community park to be known as Heritage Village Park. Currently the City owns two properties (former McPhillips site, and former Brown Caulking site) that have an established Response Action Plan. The City is planning to acquire the LSS Property (6455 Doffing Ave.) and will need to create a Response Action Plan for the property.

Braun will be hired to:

- Enter the LSS property into the Voluntary Brownfields Program
- Provide an updated Phase I of the LSS property
- Cover material assessment of fill from city street projects for approval to be used as clean fill within Heritage Village Park grading plan
- Response Action Plan and Construction Contingency Plan for the entire Heritage Village Park Phase II construction project
- Response Action Plan Implementation Report
- Letter of No Association for the LSS property (submitted before clean-up work begins)
- Letter of No Further Action for the LSS property (submitted once remediation work is complete)

Once successfully completed, the City will have the necessary approvals from the MPCA to use the property for public park purposes.

April 17, 2019

Proposal QTB098007

Mr. Eric Carlson
City of Inver Grove Heights
Park and Recreation Direction
8055 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal to Provide Environmental Consulting Services
Heritage Village Park – Phase II
Northwest of Doffing Avenue and 65th Street East
Inver Grove Heights, Minnesota

Dear Mr. Carlson:

Braun Intertec Corporation is pleased to present this proposal for environmental consulting services at the above-referenced site (Site). We understand this project will include the construction of Phase II of the Heritage Village Park. The project includes the eastern portion of the larger Heritage Village Park, as well as properties acquired by the City of Inver Grove Heights (City of IGH) to the east, up to Doffing Avenue East, that will be incorporated into the larger Heritage Village Park.

Background

Several rounds of environmental investigation previously took place between 2000 and 2002 on the larger Heritage Village Park (former railroad property). Between 2006 and 2011 approximately 2 to 4 feet of clean fill was placed across the former railroad property to provide a clean buffer for future park land use under a Minnesota Pollution Control Agency (MPCA) approved RAP/CCP (MPCA project numbers VP11790 and Leak No. 13163). There is an Environmental Covenant on the Heritage Village Park dated March 20, 2008 that requires actions in the park to be approved by the MPCA prior to completion due to the identified soil impacts remaining.

Previous investigations have been conducted on several of the parcels that have been acquired, including the former McPhillips property, former Brown Caulking property, former Riverside Auto property, former Kramer Residence, and former Amiri Auto property. Impacts were previously identified on the Brown Caulking and McPhillips properties and Response Action Plans (RAPs) were implemented for each one that included placement of up to 4 feet of clean fill over the impacts. Impacts were previously identified on the former Riverside Auto property and have not been addressed yet. The City of IGH is currently in the process of purchasing the former Riverside Auto property. No impacts were identified on the former Kramer Residence and Amiri Auto properties.

Scope of Work

The following environmental services are proposed to help obtain applicable regulatory approvals and assurances affecting successful redevelopment of the Site.

Task 1: Enter the MPCA Voluntary Brownfield Program

Former Riverside Auto Property

To obtain appropriate assurances and approvals from the MPCA for the purchase of the former Riverside Auto property, we will assist in enrolling the property into the MPCA Voluntary Brownfields Program. As part of this task, we will prepare an online MPCA program application and update the previously drafted Proposed Actions Letter that was not submitted requesting that a No Associated Determination be provided for the non-petroleum impacts previously detected.

The MPCA requires that a Phase I ESA that is less than 1 year old be provided. Based on discussions with the MPCA project manager, we also will prepare a Phase I environmental site assessment (ESA) update letter (in lieu of a full Phase I ESA) to fulfill this requirement since Site conditions haven't changed since completion of the initial Phase I ESA.

Heritage Village Park – Phase II

To obtain appropriate approvals from the MPCA for the proposed park project, we will assist in enrolling the property into the MPCA Voluntary Brownfields Program. As part of this task, we will prepare an online MPCA program application and correspond as necessary with the MPCA.

Task 2: Phase I ESA

In order to enter the MPCA Voluntary Program to receive MPCA approval of a RAP, the MPCA requires that a Phase I Environmental Site Assessment (ESA) that is less than 1 year old be submitted.

Braun Intertec will complete a Phase I ESA for the Heritage Village Park – Phase II project in accordance with ASTM Practice E 1527-13 and 40 CFR Part 312. The Phase I ESA will include a review of historical information, a government records review, and a Site visit to confirm current conditions. The Phase I ESA results will be summarized in a written report which will be issued in electronic PDF format, and included with the MPCA VIC Application. The Phase I ESA report will take approximately 2-3 weeks from authorization.

Task 3: Cover Material Assessment – 65th Street Project

We understand that approximately 40,000 cubic yards of soil that was excavated and stockpiled as part of the 65th Street project is proposed to be used as clean cover material at the Heritage Village Park – Phase II project. To evaluate whether the soil can be used as cover material at the Heritage Village Park – Phase II project, 16 soil samples will be collected and analyzed for volatile organic compounds (VOCs), gasoline range organics (GRO), diesel range organics (DRO) using the silica gel cleanup method, polycyclic aromatic hydrocarbons (PAHs), and 8 Resource Conservation and Recovery Act (RCRA) metals.

The samples will be collected from the stockpile using hand equipment.

Reporting

Results of the cover material assessment will be provided as they become available from the laboratory. The soil analytical results will be documented within the Response Action Plan Implementation Report that will be prepared at the end of the project and is described in sections that follow.

Task 4: Cover Material Assessment – 55th Street Project

We understand that approximately 6,500 cubic yards of soil that will be excavated as part of the 55th Street project is proposed to be used as clean cover material at the Heritage Village Park – Phase II project. To evaluate whether the soil can be used as cover material at the Heritage Village Park – Phase II project, 6 push probe soil borings will be advanced to 4 feet to allow collected of 6 soil samples for analysis for VOCs, GRO, DRO using the silica gel cleanup method, PAHs, and 8 RCRA metals.

Site Staking and Utility Clearance

Braun Intertec will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology.

Prior to starting the investigation, Braun Intertec or the licensed subcontractor will contact Gopher State One Call and request that they make arrangements for the appropriate public utility companies to identify locations of public underground utilities at the Site. A Braun Intertec representative will conduct a utility meet to assure health and safety requirements are met (add this if required at your Site).

Braun Intertec or the licensed subcontractor will subcontract a private utility locator to assist in locating any private utilities located on the Site.

Reporting

Results of the cover material assessment will be provided as they become available from the laboratory. The soil analytical results will be documented within the Response Action Plan Implementation Report that will be prepared at the end of the project and is described in sections that follow.

Task 5: Prepare Response Action Plan

Braun Intertec will prepare a Response Action Plan and Construction Contingency Plan (RAP/CCP) for the Heritage Village Park – Phase II project. The RAP/CCP will describe the proposed redevelopment, the type and location of contaminated materials that are anticipated to be encountered, and the procedures that will be used to appropriately manage the impacts. The RAP/CCP also will provide contingency procedures in the event an underground storage tank (UST) or other previously unidentified contamination is encountered.

The RAP/CCP, along with the Phase I ESA, and MPCA application will be submitted to the MPCA for review and approval prior to Site work taking place.

Task 6: RAP Implementation

As part of the services provided, a Braun Intertec environmental field technician will make periodic Site visits during filling activities to screen the imported clean cover material. For this task, we are assuming we will be on Site up to six times for 4-hour intervals each during Site activities. The majority of the proposed RAP activities includes placement of clean fill across the Site, specifically documenting that the three previously documented contaminated sites have at least 4 feet of clean cover material over them at the completion of the project. Minor excavation planned will primarily be in the clean cover material. In the event that contaminated materials are encountered during the excavation activities, the material

will be managed in accordance with the RAP. The RAP describes various scenarios for either off-Site disposal or potential on-Site/off-Site reuse of impacted soil; however, it is important to note on-Site/off-Site reuse is subject to MPCA reuse and geotechnical stipulations. This task also includes project management time for project team correspondence.

Up to 4 soil samples are budgeted just in case they are needed. They will be collected in accordance with the RAP. The soil samples will be submitted for chemical analysis for VOCs, DRO with silica gel cleanup, GRO, PAHs, and 8 RCRA metals.

Note that onsite time and our estimated costs may change depending upon field conditions, the amount of impacted soil encountered, and the excavation contractor's schedule. The RAP provides contingency procedures in the event a UST or unidentified contamination is encountered; however, no costs to provide services for these items are included in this proposal.

Task 7: RAP Implementation Report

A report summarizing the implementation activities will be prepared upon completion of the project. The report will be provided to the client and submitted to the MPCA requesting approval of the response actions completed.

Cost Estimate

Braun Intertec will invoice you for the services described above on an hourly and unit cost basis. Although the actual cost associated with the above-listed service descriptions may be more or less than the estimated cost, the estimated cost will not be exceeded without additional authorization from you.

The estimated cost breakdown by activity is listed below:

<u>Service Description</u>	<u>Cost Estimate</u>
Task 1: Enter the MPCA Voluntary Brownfields Program	\$ 2,000
Task 2: Phase I ESA	2,300
Task 3: Cover Material Assessment – 65 th Street Project	6,950
Task 4: Cover Material Assessment – 55 th Street Project	5,550
Task 5: Prepare Response Action Plan and Construction Contingency Plan	3,000
Task 6: RAP/CCP Implementation <i>(Includes six visits at 4 hours each, equipment, and 4 analytical soil samples)</i>	4,800
Task 7: RAP Implementation Report	<u>3,800</u>
Total:	\$ 28,400

Scheduling

Work will begin immediately upon authorization. Turnaround time on laboratory analysis will be approximately 5-7 business days. We will begin preparation of the RAP/CCP upon receipt of authorization and anticipate submittal of it to the MPCA first part of May. The MPCA has up to 60 days from time of receipt to provide the No Association Determination, and review and approve the RAP/CCP.

General Remarks

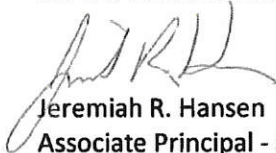
Braun Intertec appreciates the opportunity to present this proposal to you. This proposal is being sent in an electronic version only. Braun Intertec would be happy to meet with you to discuss our proposed Scope of Services further and clarify the various scope components.

After reviewing this proposal, please sign and return one copy to Braun Intertec as notification of acceptance and authorization to proceed. If anything in this proposal is not consistent with your requirements, please let us know immediately.

Work will be completed in accordance with the Master Professional Services Agreement between Braun Intertec and the City of Inver Grove Heights. We appreciate the opportunity to provide professional services for you on this project. If you have questions regarding the contents of this proposal, please call Jeremy Hansen at 952.995.2464.

Sincerely,

BRAUN INTERTEC CORPORATION



Jeremiah R. Hansen
Associate Principal - Senior Scientist



Michael L. Bratrud, PG
Vice President

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

JAMES VANBUSKIRK – Case No. 19-06V

Meeting Date: April 22, 2019
Item Type: Consent Agenda
Contact: Heather Botten 651.450.2569
Prepared by: Heather Botten, Associated Planner
Reviewed by: Planning

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve a **Resolution** relating to the Notice of Completion, Encroachment Agreement, and related agreements for the property located at 9215 Rich Valley Boulevard.

- Requires 3/5th's vote

SUMMARY

The City Council approved a variance to exceed the maximum size of an accessory structure and vacation of certain drainage and utility easements on said property on March 11, 2019. The attached agreements were not finalized when the request was approved in March.

The agreement lays out the general obligations of the homeowner to maintain the proposed improvements on the property.

RECOMMENDATION: Planning and Engineering Staff find the agreements acceptable as presented.

Attachments: Resolution approving agreements
Notice of Completion of Vacation of D&U Easements
Drainage, Utility, and Stormwater Ponding Easement
Release and Indemnification Agreement
Encroachment Agreement

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE NOTICE OF COMPLETION OF VACATION OF DRAINAGE AND UTILITY EASEMENT, DRAINAGE, UTILITY, AND STORMWATER PONDING EASEMENT, ENCROACHMENT AGREEMENT, AND RELEASE AND INDEMNIFICATION AGREEMENT FOR THE PROPERTY LOCATED AT 9215 RICH VALLEY BOULEVARD

**CASE NO. 19-06V
(VanBuskirk)**

WHEREAS, an application has been submitted for the property located at 9215 Rich Valley Boulevard and legally described as:

Lots 1 & 2, Block 1, Rich Valley Ponds, according to the plat thereof, on file and of record in the Office of the Dakota County Recorder

WHEREAS, a variance to exceed the maximum accessory structure size and vacation of certain drainage and utility easements was approved by City Council on March 11, 2019;

WHEREAS, conditions of approval require the applicant to enter into the attached easements and agreements prior to any work commencing on site;

WHEREAS, the agreements were not completed prior to Council approving the request on March 11, 2019 and therefore must be approved by Council on separate action;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the notice of completion of vacation of drainage and utility easements, drainage, utility and stormwater ponding easement, release and indemnification agreement and encroachment agreement is hereby approved and the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 22nd day of April, 2019.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

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

**NOTICE OF COMPLETION OF VACATION OF DRAINAGE AND UTILITY
EASEMENTS WITHIN LOTS 1 AND 2, BLOCK 1, RICH VALLEY PONDS,
DAKOTA COUNTY, MINNESOTA**

TO WHOM IT MAY CONCERN:

PLEASE TAKE NOTICE:

1. 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 drainage and utility easements (hereinafter "Drainage & Utility Easements") situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

See **Exhibit A** attached hereto for legal description of Drainage & Utility Easements to be vacated.

2. A public hearing on said Drainage & Utility Easements vacation 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.
3. A public hearing was held by the Planning Commission of Inver Grove Heights on March 5, 2019, in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, Minnesota. At the public hearing, all interested persons were afforded an opportunity to present their views and objections to the granting of the vacation of the Drainage & Utility Easements.

Notice of Completion

Page 2

4. At the March 5, 2019 public hearing, the Planning Commission of Inver Grove Heights recommended that the City Council approve the vacation of the Drainage & Utility Easements based on the fact that the proposed vacation of the Drainage & Utility Easements would be in the public interest.
5. On the 11th day of March, 2019, the City Council of Inver Grove Heights pursuant to Minnesota Statutes, Section 412.851, did duly adopt Resolution No. 19-46 thereby vacating the Drainage & Utility Easements described on Exhibit A.
6. That the vacation of Drainage & Utility Easements was completed by the adoption of the aforesaid resolution.
7. Nothing herein shall release the recorded Conservation and Open Space Easement for Lots 1 and 2, Block 1, Rich Valley Ponds recorded as Dakota County Document No. 2577327 which relates to the dedicated drainage and utility easement area located within the northeastern side of the plat over regional basin RV-A-5.
8. Upon information and belief, the undersigned states that the vacation of the Drainage & Utility Easements does affect Lots 1 and 2, Block 1, Rich Valley Ponds, according to the recorded plat thereof, Dakota County, Minnesota.

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Page 3

CITY OF INVER GROVE HEIGHTS

Notary Public

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

EXHIBIT A
LEGAL DESCRIPTION OF DRAINAGE & UTILITY EASEMENTS
TO BE VACATED

All that part of the 5.00 foot wide drainage and utility easements along the easterly lines of Lot 1, Block 1 and the 5.00 foot wide easement along the westerly lines of Lot 2, Block 1, RICH VALLEY PONDS, according to the recorded plat thereof, Dakota County, Minnesota, as delineated and dedicated on said RICH VALLEY PONDS, lying south of the north 10.00 feet of said Lots 1 and 2 and lying north of the survey line as delineated and dedicated on said RICH VALLEY PONDS.

PERMANENT DRAINAGE, UTILITY AND STORMWATER PONDING EASEMENT

THIS PERMANENT DRAINAGE, UTILITY AND STORMWATER PONDING EASEMENT (Easement) is made, granted and conveyed this 22nd day of April, 2019, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Blue Planet Holdings, LLC, a Minnesota limited liability company (hereinafter referred to as Landowner).

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 grant and convey unto the City, its successors and assigns, forever, a permanent easement for drainage, utility, stormwater, stormwater ponding, stormwater collection, stormwater control improvements and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of drainage facilities, utilities, stormwater ponding, stormwater collection and stormwater control improvements, under, over, across, through and upon the following described premises (the "**Easement Area**") situated within Dakota County, Minnesota, to-wit:

See the attached legal description and depiction on **Exhibit B**, incorporated herein by reference,

EXEMPT FROM STATE DEED TAX

The rights of the City include the right of the City, its contractors, agents and servants, at the sole cost of the City:

- a.) to enter upon the Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and

c.) to remove from the Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Easement Area; and

d.) to remove or otherwise dispose of all earth or other material excavated from the 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 Easement Area or 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 Landowner, itself or its 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 itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Easement Area described and depicted on Exhibit B and has good right to grant and convey the permanent Easement herein to the City.

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

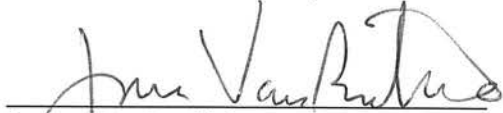
STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of April, 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

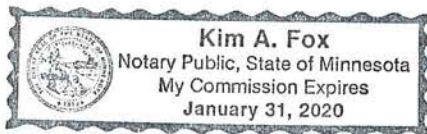
**LANDOWNER:
BLUE PLANET HOLDINGS, LLC**

By:


James VanBuskirk
Its President and Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF Dakota) ss.

On this 16th day of April, 2019, before me a Notary Public within and for said County, personally appeared James VanBuskirk, to me personally known, who being by me duly sworn, did say that he is the President and Chief Manager of Blue Planet Holdings, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Blue Planet Holdings, LLC by authority of the owner of said limited liability company.




Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lots 1 and 2, Block 1, Rich Valley Ponds, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA

A permanent easement for drainage, utility, stormwater, stormwater ponding, stormwater collection and stormwater improvements purposes over, under, through and across that part of the Landowner Property described as follows:

Commencing at the northeast corner of said Lot 2: thence on an assumed bearing of South 00 degrees 12 minutes 19 seconds West, along the east line of said Lot 2, a distance of 209.72 feet to the point of beginning; thence South 00 degrees 12 minutes 19 seconds West, along said east line, a distance of 151.25 feet; thence North 89 degrees 47 minutes 41 seconds West, a distance of 24.55 feet; thence South 48 degrees 44 minutes 41 seconds West, a distance of 30.04 feet; thence North 88 degrees 27 minutes 34 seconds West, a distance of 41.48 feet; thence North 34 degrees 06 minutes 02 seconds West, a distance of 15.90 feet; thence North 74 degrees 39 minutes 28 seconds West, a distance of 37.52 feet; thence North 71 degrees 44 minutes 18 seconds West, a distance of 67.57 feet; thence North 65 degrees 44 minutes 02 seconds West, a distance of 52.17 feet to the west line of said Lot 1; thence North 03 degrees 39 minutes 47 seconds East along said west line, a distance of 242.05 feet; thence North 87 degrees 22 minutes 00 seconds East, a distance of 45.22 feet; thence North 86 degrees 16 minutes 27 seconds East, a distance of 66.71 feet; thence South 78 degrees 30 minutes 33 seconds East, a distance of 65.10 feet; thence South 52 degrees 53 minutes 10 seconds East, a distance of 34.27 feet; thence South 03 degrees 25 minutes 32 seconds East, a distance of 109.08 feet; thence South 86 degrees 30 minutes 20 seconds East, a distance of 21.16 feet to the point of beginning.

**RELEASE AND INDEMNIFICATION AGREEMENT RELATING TO
LOTS 1 AND 2, BLOCK 1, RICH VALLEY PONDS
IN THE CITY OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

**RELEASE AND INDEMNIFICATION AGREEMENT
RELATING TO LOTS 1 AND 2, BLOCK 1, RICH VALLEY PONDS,
IN THE CITY OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS RELEASE AND INDEMNIFICATION AGREEMENT (Agreement) is made this 22nd day of April, 2019, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and Blue Planet Holdings, LLC, a Minnesota limited liability company (hereinafter referred to as the "Landowner"). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

1.3 Subject Lot. "Subject Lot" means Lots 1 and 2, Block 1, Rich Valley Ponds, according to the plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota. The Subject Lot is located in the City of Inver Grove Heights, Dakota County, Minnesota.

1.4 Landowner. "Landowner" means Blue Planet Holdings, LLC, a Minnesota limited liability company, and its assigns and successors in interest with respect to the Subject Lot.

1.5 Indemnified Parties. "Indemnified Parties" means individually and collectively the City, its successors and assigns, and the agents, consultants, employees, engineers, attorneys and representatives of the City.

ARTICLE 2
RECITALS

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

Recital No. 2. The Subject Lot consist of two separate tax parcels that will be combined to create one tax parcel.

Recital No. 3. Landowner is constructing a 2,382 square foot accessory structure on the Subject Lot.

Recital No. 4. The existing driveway access passes through a low point which is the natural overflow for regional basin RV-A-5. The 100 year high water level for regional basin RV-A-5 is 806.23 and the natural overflow elevation is about 803.5.

Recital No. 5. The City has advised the Landowner that the existing driveway profile may be retained if Landowner executed this Release and Indemnification Agreement.

Recital No. 6. The Landowner has agreed to execute this Release and Indemnification Agreement.

Recital No. 7. As a condition precedent to approval of the site plan for the construction of the accessory building, the City has requested this Release and Indemnification Agreement. The Landowner acknowledges sufficient consideration for this Release and Indemnification Agreement. Upon execution of this Release and Indemnification Agreement the City will approve the site plan, subject to the conditions and terms set forth in the City Engineering Memo dated February 11, 2019, and any amendments thereto, and subject to the conditions and terms set forth in the City Planning Memo dated March 5, 2019, and any amendments thereto.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE:

ARTICLE 3 **AGREEMENTS**

3.1 Release. Landowner hereby releases and discharges forever the Indemnified Parties from all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies including interest, penalties and attorneys fees that may result from, relate to or arise out of the location, elevation and existence of the driveway on the Subject Lot.

3.2 Indemnification. Landowner shall indemnify, defend and hold the Indemnified Parties harmless against and in respect to any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies including interest, penalties and attorneys fees that may result from, relate to or arise out of the location, elevation and existence of the driveway on the Subject Lot.

3.3 Waiver. Landowner hereby forever waives all claims, demands and liabilities against the Indemnified Parties for losses and damages that may result from, relate to or arise out of the location, elevation and existence of the driveway on the Subject Lot.

ARTICLE 4 **APPROVAL OF SITE PLAN**

4.1 Approval of Site Plan. Upon execution of this Agreement the City will approve the site plan for the accessory structure, subject to the conditions and terms set forth in the City Engineering Memo dated February 11, 2019, and any amendments thereto, and subject to the conditions and terms set forth in the City Planning Memo dated March 5, 2019, and any amendments thereto.

ARTICLE 5 **MISCELLANEOUS**

5.1 Recording. This Agreement shall be recorded with the Dakota County Recorder against the Subject Lot.

5.2 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Lot and shall be binding upon the successors and assigns of the parties.

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

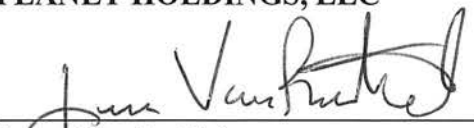
(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 22nd day of April, 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.

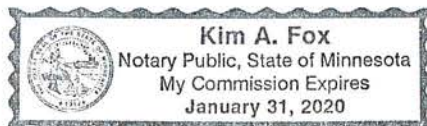
Notary Public

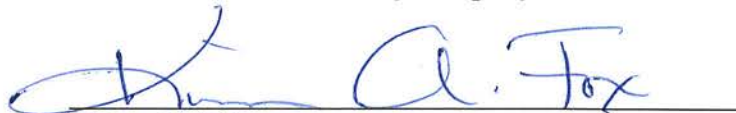
**LANDOWNER:
BLUE PLANET HOLDINGS, LLC**

By: 
James VanBuskirk
Its President and Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF Dakota) ss.

On this 16th day of April, 2019, before me a Notary Public within and for said County, personally appeared James VanBuskirk, to me personally known, who being by me duly sworn, did say that he is the President and Chief Manager of Blue Planet Holdings, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Blue Planet Holdings, LLC by authority of the owner of said limited liability company.




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

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOTS 1 AND 2, BLOCK 1, RICH VALLEY PONDS,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOTS 1 AND 2, BLOCK 1, RICH VALLEY PONDS, DAKOTA COUNTY, MINNESOTA (Agreement) is made this 22nd day of April, 2019, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and Blue Planet Holdings, LLC, a Minnesota limited liability company (hereafter referred to as "Landowner"). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

1.3 Landowner. "Landowner" means Blue Planet Holdings, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Subject Land. "Subject Land" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on the attached Exhibit A.

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

The Permanent Drainage and Utility Easement on the Subject Land recorded as Dakota County Document No. _____.

1.6 Landowner Improvements. “Landowner Improvements” means the existing driveway located on the Subject Land lying within the City Easement.

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

1.8 City Right-of-Way Costs. “City Right-of-Way Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance, replacement, and expansion of the City’s Easement Improvements located in the City Easements and the placement of additional City Easement Improvements in the City Easements. City Right-of-Way Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easements, and all engineering and attorneys’ fees incurred in connection therewith. City Right-of-Way Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easements, if such costs have not already been paid by the Landowner.

1.9 Pre-Encroachment Costs. “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Right-of-Way Costs if the Landowner Improvements did not exist.

1.10 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Right-of-Way Costs caused by the Landowner Improvements. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Landowner. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

1.11 Construction Plan. “Construction Plan” means the Certificate of Survey prepared by Pioneer Engineering dated April 3, 2019 and approved by the City Engineer. The Construction Plan is on file with the City and attached hereto as **Exhibit B**.

ARTICLE 2 **RECITALS**

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

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

Recital No. 3. Landowner has requested permission from the City to retain the Landowner Improvements within the City Easement.

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

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

ARTICLE 3 **AGREEMENTS**

3.1 Retainage and Maintenance of Landowner Improvements. The Landowner Improvements may remain within the City Easement pursuant to the Construction Plan. The Landowner Improvements shall only be at the locations specified in the Construction Plan.

The Landowner shall not place any other structures, buildings, fences, landscaping, trees or shrubs within the City Easement, except for the Landowner Improvements.

Landowner shall maintain and repair the Landowner Improvements.

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

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

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

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

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

The City may temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

Once the City's costs and expenses for such tasks have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

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

3.8 Modifications to Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the City may make such modifications to the Landowner Improvements. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

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

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

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

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

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

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

- a.) The Landowner Improvements;
- b.) Maintenance of the Landowners Improvements;

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

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

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

3.13 Recording. The Landowner shall record this Agreement with the Dakota County Recorder against the Subject Land and within 30 days after the date of this Agreement, the Landowner shall present evidence to the City that this Agreement has been recorded.

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

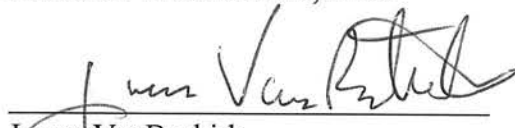
STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 22nd day of April, 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

**LANDOWNER:
BLUE PLANET HOLDINGS, LLC**

By:

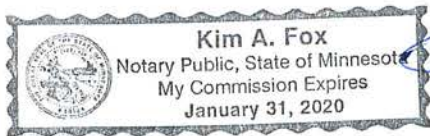

James VanBuskirk
Its President and Chief Manager

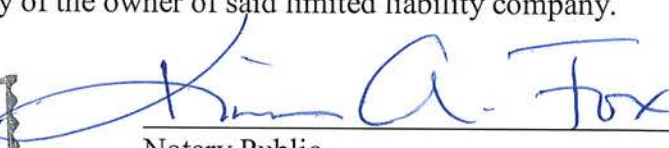
STATE OF MINNESOTA)

COUNTY OF Dakota)

ss.

On this 16th day of April, 2019, before me a Notary Public within and for said County, personally appeared James VanBuskirk, to me personally known, who being by me duly sworn, did say that he is the President and Chief Manager of Blue Planet Holdings, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Blue Planet Holdings, LLC by authority of the owner of said limited liability company.




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

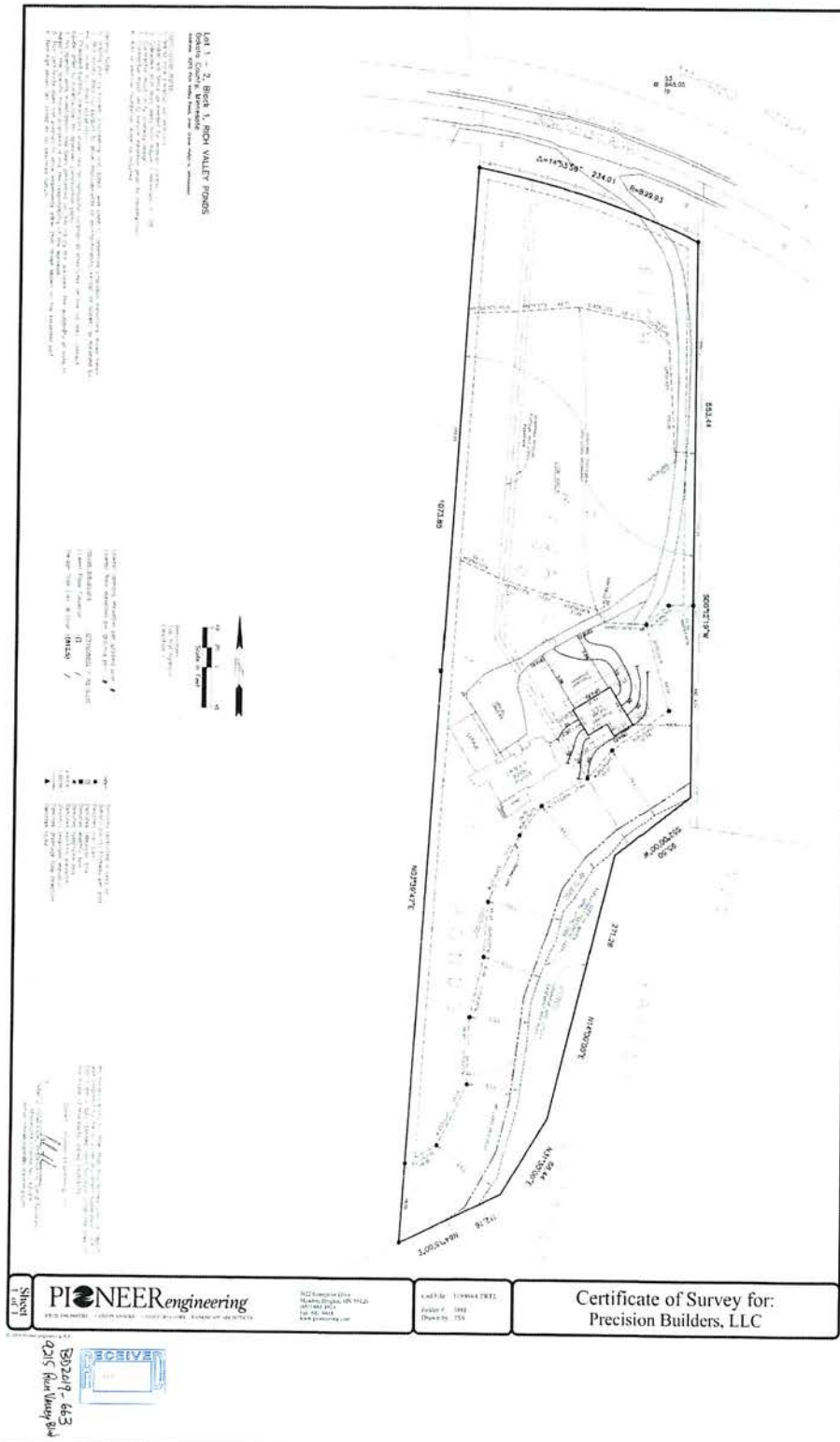
After recording, please return to:

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 SUBJECT LAND

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

Lots 1 and 2, Block 1, Rich Valley Ponds, Dakota County, Minnesota.



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Drainage and Utility Easement for 5039 Brent Ave. (Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood)

Meeting Date: April 22, 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

TJK

SDT

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

PURPOSE/ACTION REQUESTED

Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Drainage and Utility Easement for 5039 Brent Ave. (Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood)

SUMMARY

The owner of 5039 Brent Ave. is affected by the 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, Chia Thao, has provided the required grading and erosion control plans. They have also signed the Custom Grading Agreement (attached). An engineering escrow of \$1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owner has applied for a building permit and will provide a \$10,000 LOC or cash surety prior to permit issuance.

The owner has also agreed to execute a SWFMA for an infiltration basin to be constructed on the property. In addition, the owner will be providing a drainage and utility easement on the perimeter of the lot.

It is recommended that the City Council approve the Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Drainage and Utility Easement for 5039 Brent Ave.

TJK/mw

Attachments: Custom Grading Agreement
 Storm Water Facilities Maintenance Agreement
 Permanent Drainage and Utility Easement

CUSTOM GRADING AGREEMENT
FOR
5039 BRENT AVENUE
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
5039 BRENT AVENUE
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 22nd day of April, 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 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 Chia Thoa, a single person, and his 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 and 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:
Chia Thao
5039 Brent Avenue
Inver Grove Heights, MN 55076

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

1.19 **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 its 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 1.17 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 of 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.

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

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)
)
COUNTY OF DAKOTA) ss.

On this 22nd day of April, 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:


Chia Thao

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 14th day of April, 2019, by Chia Thao, a single person, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.




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:

Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood, Dakota County, Minn.,
Dakota County, Minnesota.

Abstract Property

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Certificate of Survey	02/04/2019	Egan, Field & Nowak, Inc.
Proposed Survey	04/11/2019	Advance Surveying & Engineering, Co.
Details	04/11/2019	Advance Surveying & Engineering, Co.

The Development Plans were approved by the City Engineer on April 15, 2019.

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, sediment & erosion control
<u> X </u>	Prior to Certificate of Occupancy	Raingarden and related facilities
<u> X </u>	Prior to Certificate of Occupancy	As-built
<u> X </u>	Within 6 months after Certificate of Occupancy	Landscaping

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 5 AND THE SOUTH 22 FEET OF LOT 4,
BLOCK 1, GLENWOOD, DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 22nd day of April, 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Chia Thao, a single person (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means Chia Thao, a single person, and his successors and assigns.

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

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

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Certificate of Survey prepared by Egan, Field & Nowak, Inc. dated February 4, 2019 together with the Proposed Survey (S1) prepared by Advance Surveying & Engineering Co. dated April

11, 2019 and the Details (S2) prepared by Advance Surveying & Engineering Co. dated April 11, 2019. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

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

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

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

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

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve Development Plans (as defined in the Custom Grading Agreement between the Landowner and City) for construction of a home on the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans for construction of the home on the Landowner Property if, among other things outlined in the Custom Grading Agreement, Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to issuance of a certificate of occupancy for the home to be constructed on the Landowner Property, Responsible Owner agrees that the Storm Water Facilities shall be constructed, installed and functional in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

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

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the Residential Bioretention Basin (STM-15) dated January 2017, attached hereto as part of **Exhibit D**;
- e. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;

- f. The Standard of Maintenance shall include but not be limited to each of the following:
- i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner shall operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

In December of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the

Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

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

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

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

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

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

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

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

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

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

ARTICLE 4 **ESCROW DEPOSIT**

4.1 Engineering Escrow Amount. The Landowner 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 Storm Water Facility Plan and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

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

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

ARTICLE 5 **CITY'S COVENANTS**

5.1 Approval of Development Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Custom Grading Agreement between Landowner and City are met, the Council will approve the Development Plans for the Landowner Property.

ARTICLE 6 **MISCELLANEOUS**

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

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

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

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

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

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

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

If to Landowner: Chia Thao
5039 Brent Avenue
Inver Grove Heights, MN 55076

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

[Remainder of Page Intentionally Left Blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 22nd day of April, 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

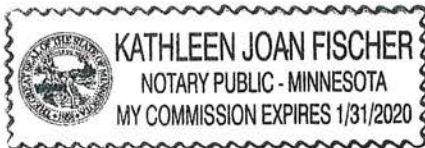
LANDOWNER:



Chia Thao

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 17th day of April, 2019, by Chia Thao, a single person, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.





Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood, Dakota County, Minn.,
Dakota County, Minnesota.

Abstract Property

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the Storm Water Facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning Storm Water Facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by December 31. An annual inspection report shall be submitted to the City Engineering Division by January 1st of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Property owner unless designated
2. Sediment, trash and debris removal from bio-filtration basin and swale	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity	Property owner unless designated
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Property owner unless designated
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Property owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Property owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Property owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Property owner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Property owner unless designated

EXHIBIT C
ANNUAL INSPECTION FORM

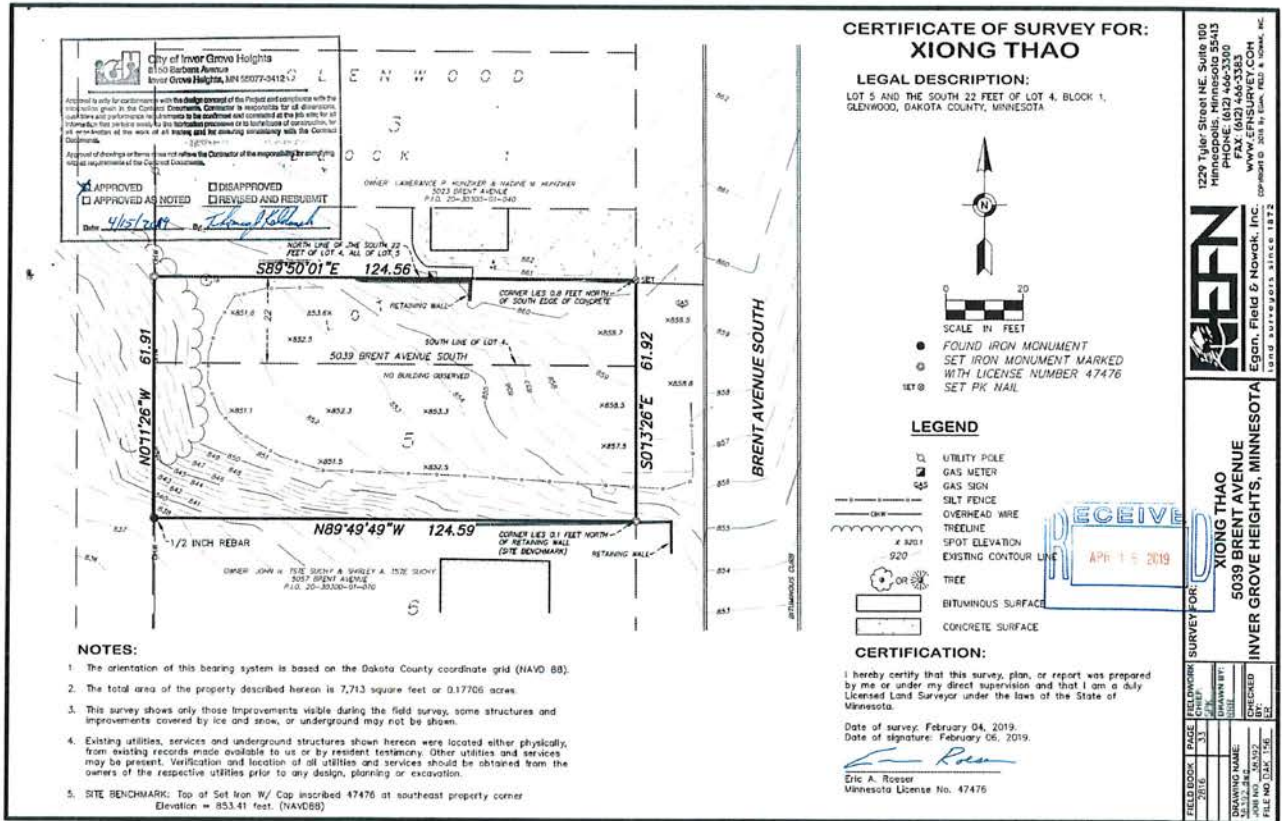
CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM					
INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD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

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

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

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

EXHIBIT D **STORM WATER FACILITY PLAN**



LET 3 AND THE SOUTH 22 FIFTY (LET 4, BLACK 1, GLENWOOD, DASHOTA COUNTY MINNESOTA)

All survey data such as acreage, building location, building dimensions and other information was provided to us and is based on EGMN, EHD & NEMAK, Inc.'s proprietary information. We have not independently verified the accuracy of this information. All design aspects of this proposed site plan are based on all of the provided survey. It is assumed that all provided survey data is correct. We did not perform any survey related to this project and have not verified the provided survey data.

1. The design shown are based on the datum shown on the provided survey and relative to the benchmark found on said survey. Using that benchmark and taking at least one other bearing station on the survey when determining other elevations for use on this site or before bearing construction.

2. The design of existing building dimensions and building on dimensions as the property lines are shown on the provided survey by EGMN, EHD & NEMAK, Inc.

FIGURE 1. (a) DESCRIPTION OF ORIGINAL AND UTILITY LAMINATE;
THE NORTH SIDE AND THE SOUTH SIDE AND THE WEST SIDE AND THE EAST SIDE

THREE OF THE FOLLOWING DISAPPEARANCE:

LOT 5 AND THE SOUTH 22 FEET OF LOT 4, BLOCK 3, GLENWOOD, DAKOTA COUNTY, MINNESOTA

RECORD PRODUCTION AND GRADING DEPT.

- Insert with force into rail around the perimeter of

- Subsequent measurements must remain in place and follow construction best practices to ensure that the system is not damaged or tampered with. The system should be returned to an assemblable state when construction activity has been completed and the road is reopened.
- A temporary rock shed constructed in such a way that it can be removed and stored in a safe and dry location at the end of the project from the street over the road and used by individuals with permeability to the road surface. The shed should be designed to be easily moved and stored, and should be designed to prevent tracking mud or other sediments into public areas, whether by vehicles. Potential instances that are not an allowed shed will be shown by lining the shed with a permeable material.
- Contractor shall take other precautions on all existing roads over or near the road construction area to prevent erosion and sedimentation. This may include, but is not limited to, the use of erosion control measures, such as mulch, straw, or other erosion control materials, to prevent a future or subsequent erosion problem.
- 5. BROADCASTING SYSTEMS**
- Broadcasters shall be notified a minimum of 14 days prior to the start of construction to prevent closure of additional roads and/or of the places or disturbed areas to be located as far as possible more than 14 days, they shall be notified of the construction project and the location of the project. The project shall be notified of the construction project and the location of the project. The project shall be notified of the construction project and the location of the project.

CLUBS AND CONSTRUCTION

- * When den staples have been removed, a sturdy rim of soil loose staples placed to prevent escape of unshelled lakes raised and if the pileover or disturbed areas are to remain a place for more than 14 days, they should be sealed with Minnesota Department of Transportation Seal Mix tone 22-111 at 100 lb/acre followed by covering with spray mulch.

- A *discharge* is "the placing on ice, the primary disposal of, commercial debris." These discharges shall be serviced regularly in respect to the collection and sorting into appropriate disposal and/or recycling areas from the shore that will be the responsibility of the local government's waste management system.
- A *disposal* is defined as the placing in, disposal of, hazardous waste. Hazardous waste shall be disposed of in accordance with MMR. A *manifestation*.
- *Construction debris* shall be placed in the proper landfill and disposal of materials in solid mass.
- *Consumer solid debris* shall be properly inspected and after review and approval shall be allowed and required as necessary, to place debris in designated decomposition practices.
- Streets and other public ways shall be inspected daily and if debris is not removed, the city shall be responsible for the removal of debris.
- If necessary, vehicles that have trash inside the vehicle shall be checked before exiting the city or the truck enters the city.
- Machines, shall be applied to disabled areas to control dust as needed.
- *Portable toilet facilities* shall be placed on site for use by workers and the public.
- If a business requires a permit to place a recycling-altering construction, the business shall use the recycling area that the city will use for recycling.

- Temporary erosion control shall be installed no later than 14 days after the site is first disturbed and shall consist of:
 - Seeding with Minnesota Department of Transportation Seed Mixtures 22-111 at 100 lb/acre followed by covering with spray silt.
- Erosion control measures shown on the erosion control plan are the absolute minimum. The contractor shall install temporary silt dikes, sediment traps or basins and additional silt trapping as directed by the engineer.

SITE WORK COMPLETION

- When final grading has been completed, but before placement of seed or sod or "soil" survey shall be done per City of Davis Gravel Haulage requirements to ensure that grading is properly done.
- When any reworked grading has been completed, and no seeding shall be completed including any erosion control blankets for steep areas.
- When soil is established, with fence and solar protection and other erosion control devices shall be disposed of and adjacent streets, alleys and trails shall be cleaned or needed to deliver a site that is erosion resistant and clean.
- Contractor shall maintain positive drainage of a minimum 2% slope away from roads and buildings.

[illegible]

PROPOSED HARDCOVER	
HOUSE	2,371 SQ. FT.
PORCH/STEPS/STOOP	68 SQ. FT.
DRIVEWAY	512 SQ. FT.
RETAINING WALLS	38 SQ. FT.
TOTAL PROPOSED HARDCOVER	2,989 SQ. FT.
AREA OF LOT	7,715 SQ. FT.
LOT COVERAGE	38.7%

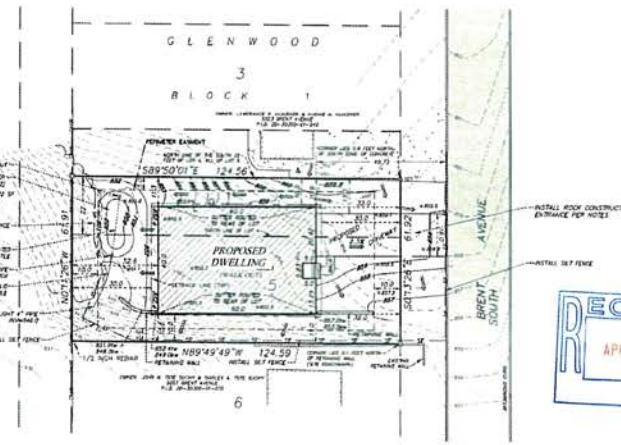
LEGEND

EXISTING CONTOUR	---
EXISTING SPOT ELEVATION	6.80.0
PROPOSED CONTOUR	---SS---
PROPOSED SPOT ELEVATION	605.5
DRAINAGE ARROW - FLOW	==>
SILT FENCE/ROD ROLL	---SF---

DATE	REVISION DESCRIPTION
4/11/18	ADD PROPOSED ELEMENT DESCRIPTIONS

PROPOSED ELEVATIONS

FLOOR (SUB-FLOOR)	= 863.00
TOP OF FOUNDATION	= 861.77
BASEMENT FLOOR	= 852.77
GARAGE FLOOR	= 860.00



RECEIVED
APR 15 2009

1. PROJECT DESCRIPTION ACTIVITY AND PROPOSED EXISTING DESCRIPTIONS		2. INSTRUMENTS USED 		3. SURVEYOR'S NAME CHIA THAO SURVEYANT AVEUE INVER GROVE HEIGHTS, MN		4. ADVANCE SURVEYING & ENGINEERING, LLC  5. ADVANCE SURVEYING & ENGINEERING, LLC 6. SURVEYOR'S SIGNATURE  7. DATE AUGUST 18, 2019		8. DATE SUBMITTED PER A. 2019 AUGUST 18, 2019 9. DATE REVIEWED AUGUST 19, 2019		10. PROJECT TITLE PROPOSED SURVEY 11. PROJECT LOCATION INVER GROVE HEIGHTS, MN 12. PROJECT NUMBER 190779 JK		13. SHEET NUMBER 17" x 22" S1	
---	--	--	--	--	--	---	--	---	--	--	--	-------------------------------------	--

PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT
FOR LOT 5 AND THE SOUTH 22 FEET OF LOT 4,
BLOCK 1, GLENWOOD, DAKOTA COUNTY, MINNESOTA

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT is made, granted and conveyed this 22nd day of April, 2019, by and between Chia Thao, a single person, 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 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, his 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 himself and his successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that he 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 he 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 several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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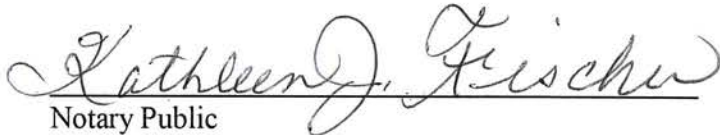
IN TESTIMONY WHEREOF, the Landowner and the City have caused this Permanent Drainage and Utility Easement Agreement to be executed as of the day and year first above written.

LANDOWNER:


Chia Thao

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 14th day of April, 2019, by Chia Thao, a single person, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.


Notary Public



CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of April, 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:

Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood, Dakota County, Minn.,
Dakota County, Minnesota.

Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

An easement for drainage and utility purposes over, under, across, through and upon the North 5 feet and the South 5 feet and the West 10 feet and the East 10 feet of the following described parcel:

Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood, Dakota County, Minn.,
Dakota County, Minnesota.

Abstract Property

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving a Drainage and Utility Easement Agreement and Plans for Driveway Closure at 9051 Buchanan Trail and Approval of Change Order No. 7 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 VMCC/Golf Course Parking Lots, City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 Fire Station No. 2 Fiber Optic Improvements

Meeting Date: April 22, 2019

Item Type: Consent

Contact: Thomas J. Kaldunski, 651-450-2572

Prepared by: Steve W. Dodge, Assistant City Engineer

Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution approving a Drainage and Utility Easement Agreement and plans for driveway closure at 9051 Buchanan Trail and approval of Change Order No. 7 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.

SUMMARY

Change Order No. 7, in the amount of \$33,934.04, covers the cost to close the driveway access at 9051 Buchanan Trail (Inver Grove Brew Pub). The driveway location is too close to the Broderick Boulevard intersection posing a public safety concern. The owner is in support of the driveway closure because there are other driveway entrances on Buchanan Trail and Broderick Boulevard. The work will occur within the permanent drainage and utility easement.

Staff has worked with the affected property owner on the necessary drainage and utility easement agreement that covers public sewer and water utilities. The owner, Hometown Restaurant Group, LLC has signed the agreement.

Staff recommends approval of Change Order No. 7 in the amount of \$33,934.04, for a revised contract amount of \$4,295,377.68, for work on City Project No. 2015-09D – Broderick Boulevard Reconstruction. Staff also recommends approval of the resolution approving the Drainage and Utility Easement Agreement and plans for driveway closure at 9051 Buchanan Trail for City Project No. 2015-09D – Broderick Boulevard Reconstruction. The improvements will be funded through the contingency fund for City Project No. 2015-09D (\$33,934.94).

SWD/kf

Attachments: Resolution
Agreement
Plans
Change Order No. 7

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

**RESOLUTION APPROVING DRAINAGE AND UTILITY EASEMENT AGREEMENT AND PLANS
FOR DRIVEWAY CLOSURE AT 9051 BUCHANAN TRAIL FOR CITY PROJECT NO. 2015-09D –
BRODERICK BOULEVARD RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, on September 25, 2017, the City Council ordered City Project No. 2015-09D – Broderick Boulevard Reconstruction project; and

WHEREAS, City public sewer and water crosses 9051 Broderick Boulevard and the property owner, Hometown Restaurant Group, LLC (aka proposed Inver Grove Brew Pub), has executed the drainage and utility easement covering the public utilities; and

WHEREAS, as a part of City Project No. 2015-09D – Broderick Boulevard Reconstruction, the owner of 9051 Buchanan Trail is in support of the driveway closure on Buchanan Trail near the Broderick Boulevard intersection in order to improve traffic safety.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF INVER GROVE HEIGHTS, MN HEREBY RESOLVES AS FOLLOWS:

1. In conjunction with City Project No. 2015-09D – Broderick Boulevard Reconstruction, the property owner of 9051 Broderick Boulevard and the City of Inver Grove Heights hereby agree to the terms and conditions as outlined in the Drainage and Utility Easement Agreement.
3. The cost of the driveway closure will be funded through the Pavement Management Fund.

Adopted by the City Council of the City of Inver Grove Heights this 22nd day of April 2019

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT ("Permanent Easement Agreement") is made, granted and conveyed this ____ day of April, 2019, by and between Hometown Restaurant Group, LLC, a Minnesota limited liability company, 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 and depicted on **Exhibit B**, (hereinafter the "Permanent Easement Area") attached hereto and incorporated herein by reference.

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 Agreement; 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, its 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.

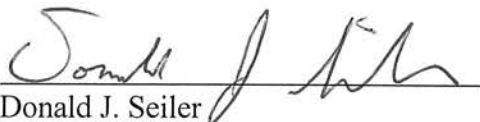
The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described and depicted on Exhibit B and that it has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

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

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

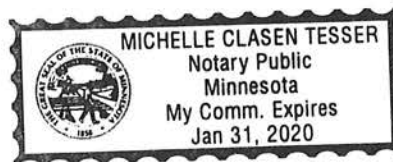
LANDOWNER:
HOMETOWN RESTAURANT GROUP, LLC

By: 
Donald J. Seiler
Its President and Chief Manager

STATE OF MINNESOTA)
COUNTY OF Dakota) ss.

On this 5th day of April, 2019, before me a Notary Public within and for said County, personally appeared Donald J. Seiler, to me personally known, who being by me duly sworn, did say that he is the President and Chief Manager of Hometown Restaurant Group, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Hometown Restaurant Group, LLC by authority of the owner of said limited liability company.


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 ____ day of April, 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:

Lot 3, Block 1, Arbor Pointe 15th Addition, according to the recorded plat thereof, Dakota County, Minnesota,

Together with the benefits of easements as set forth in that certain Declaration of Easements, Covenants, Conditions and Restrictions dated November 24, 2003, recorded December 3, 2003, as Document No. 2147775, and 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; and

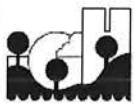
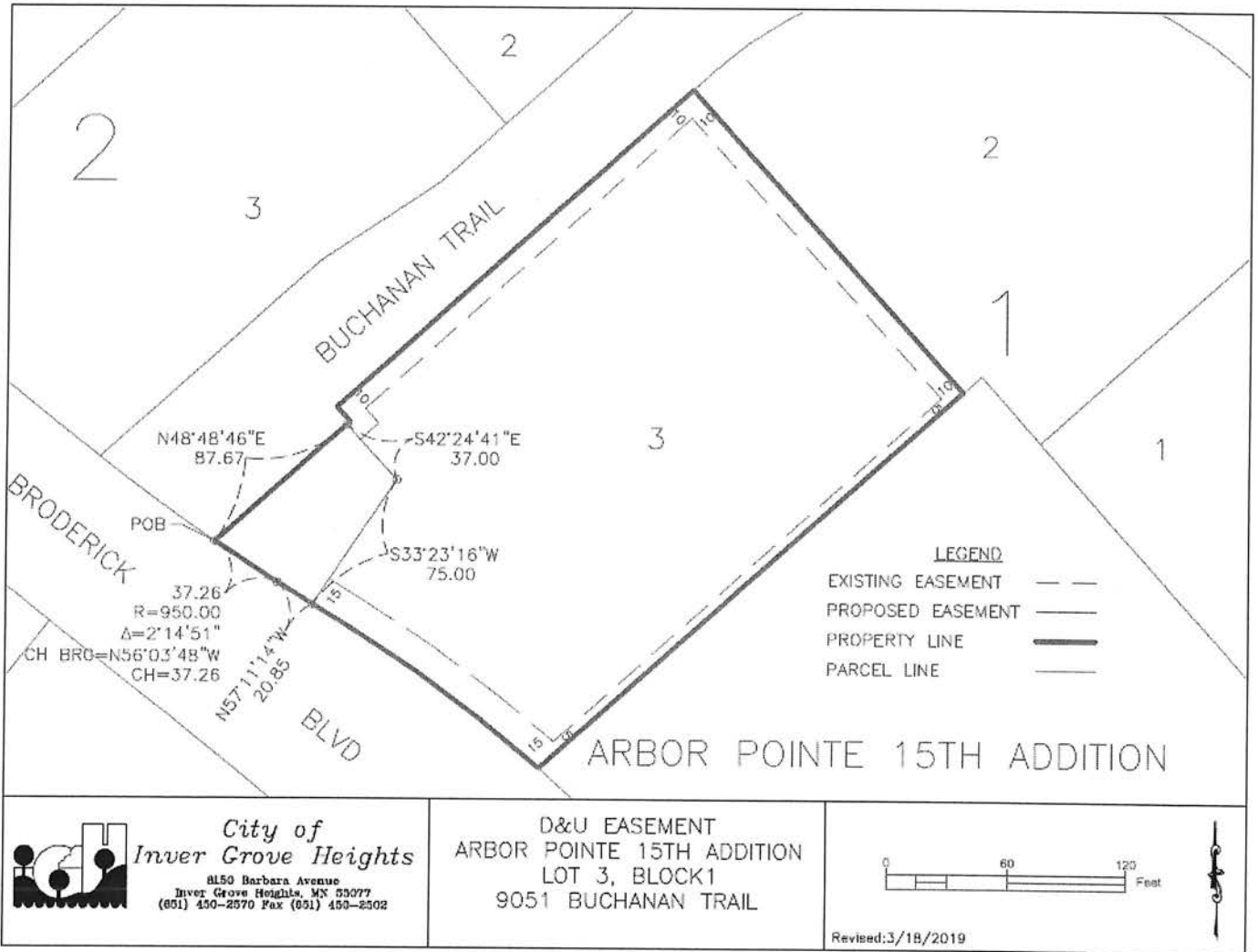
Together with the benefits of easements as set forth in that certain Exclusivity Agreement dated August 31, 2005, recorded September 19, 2005, as Document No. 2362100.

Together with all hereditaments and appurtenances belonging thereto.

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA

A permanent easement for drainage and utility purposes over, under, through, upon and across that portion of Lot 3, Block 1, Arbor Pointe 15th Addition, Dakota County, Minnesota, described as follows:

Commencing at the most westerly point of said Lot 3, Block 1; thence on an assumed bearing of North 48 degrees 48 minutes 46 seconds East, 87.67 feet; thence South 42 degrees 24 minutes 41 seconds East, 37.00 feet; thence South 33 degrees 23 minutes 16 seconds West, 75.00 feet; thence North 57 degrees 11 minutes 14 seconds West, 20.85 feet; thence northwesterly a distance of 37.26 feet along a curve, concave to the north having a radius of 950.00 feet and a central angle of 2 degrees 14 minutes 51 seconds to the point of beginning.



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

**D&U EASEMENT
ARBOR POINTE 15TH ADDITION
LOT 3, BLOCK 1
9051 BUCHANAN TRAIL**

Revised: 3/18/2019

CONSTRUCTION NOTES:

1. CONTRACTOR RESPONSIBLE FOR COORDINATION WITH PRIVATE UTILITY COMPANIES.
2. CONTRACTOR RESPONSIBLE FOR TRAFFIC CONTROL TO MAINTAIN ONE ENTRANCE LANE ON BUCHANAN TRAIL.
3. ALL CONCRETE REMOVALS SHALL BE TO THE NEAREST EXISTING JOINT.



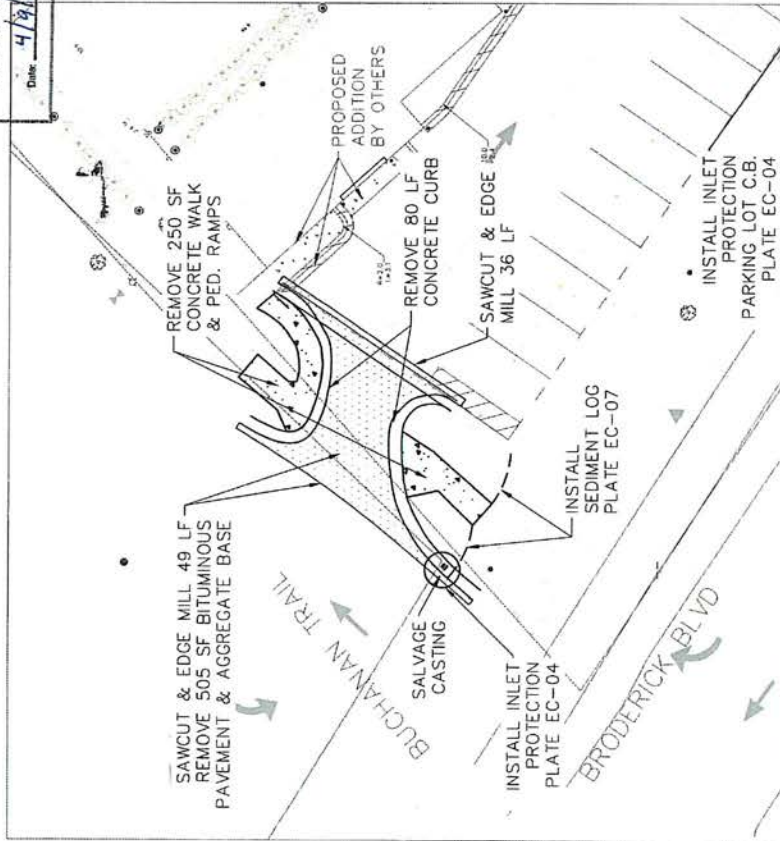
City of Inver Grove Heights
8150 Barabara Avenue
Inver Grove Heights, MN 55077-9412

Approval of drawings and notes does not relieve the Contractor of the responsibility for complying with all requirements of the Contract Documents.

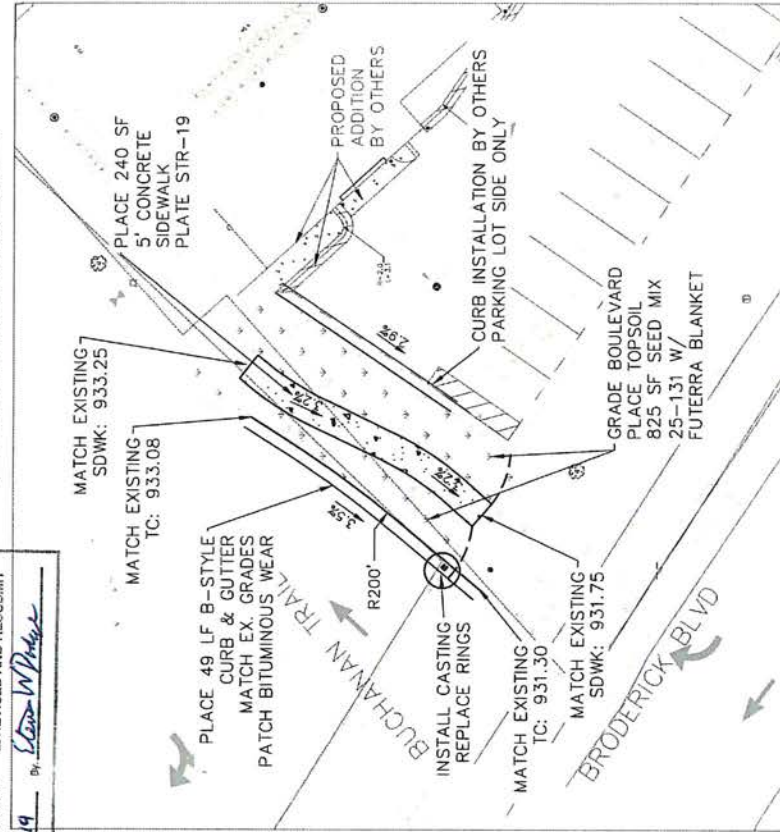
☒ APPROVED
☐ APPROVED AS NOTED
☐ DISAPPROVED
☐ REVISED AND RESUBMIT

Date: 4/18/2019 By: [Signature]

ITEM NO.	DESCRIPTION	QUANTITY
1	240 SF CONCRETE SIDEWALK	1
2	240 SF CONCRETE SIDEWALK	1
3	240 SF CONCRETE SIDEWALK	1
4	240 SF CONCRETE SIDEWALK	1
5	240 SF CONCRETE SIDEWALK	1
6	240 SF CONCRETE SIDEWALK	1
7	240 SF CONCRETE SIDEWALK	1
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99	240 SF CONCRETE SIDEWALK	1
100	240 SF CONCRETE SIDEWALK	1



EROSION CONTROL & REMOVALS



PROPOSED

ICH BREWING
BUCHANAN ACCESS
CLOSURE



City of Inver Grove Heights
8150 Barabara Avenue
Inver Grove Heights, MN 55077
(651) 450-2970 Fax (651) 450-5102

DATE: 3/14/2019
DRAWN BY: JRM/BRW
CHECKED BY: JRM/BRW
DATE: 3/14/2019

NO.	DATE	DESCRIPTION
1	3/14/2019	PARKING LOT CLOSURE BY OTHERS

CHANGE ORDER NO. 7**2018 PAVEMENT MANAGEMENT PROGRAM****CITY PROJECT NO. 2015-09D – BRODERICK BLVD RECONSTRUCTION IMPROVEMENTS**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: April 22, 2019
Contractor: McNamara Contracting, Inc. 16700 Chippendale Ave. Rosemount, MN 55068	Engineer: Kimley-Horn and Associates.

PURPOSE OF CHANGE ORDER: The City has entered into an agreement with Hometown Restaurant Group, LLC, the property owner at 9051 Buchanan Trail, to close the driveway access onto Buchanan Trail as part of the Broderick Boulevard Reconstruction Project. This work will be done for an estimated price of \$33,934.04.

Item	Estimated Quantity	Unit	Unit Price	Total Price
Traffic Control	1	LS	\$3,500.00	\$3,500.00
Remove Curb & Gutter	80	LF	\$16.30	\$1,304.00
Remove Concrete Walk	250	SF	\$6.00	\$1,500.00
Remove Bituminous Pavement (with Agg. Base)	505	SF	\$6.00	\$3,030.00
Edge Mill Bituminous Surface	85	SF	\$0.01	\$0.85
Sawing Bit. Pavement (Full Depth)	89	LF	\$3.00	\$267.00
4" Aggregate Base Class 5	4	CY	\$120.00	\$480.00
Edge Mill Bituminous Surface	89	LF	\$0.01	\$0.89
6" Concrete Walk	250	SF	\$31.00	\$7,750.00
Concrete Curb Design B6	50	LF	\$115.00	\$5,750.00
Type SP 12.5 Wearing Course (3, C)	1.1	TON	\$2,700.00	\$2,970.00
Storm Drain Inlet Protection	2	EACH	\$170.00	\$340.00
Sediment Control Log Type Compost	20	LF	\$6.30	\$126.00
Common Borrow	27	CY	\$68.25	\$1,842.75
Boulevard Topsoil Borrow	14	CY	\$89.25	\$1,249.50
Futerra F4 Netless Blanket	825	SF	\$2.90	\$2,392.50
Seed Mixture 25-131	825	SF	\$0.80	\$660.00
Furnish and Install New Rings and Casting	1	EACH	\$770.55	\$770.55
Total Cost:				\$33,934.04

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Proposed Contract Price: \$4,189,854.00	Original Contract Time:
Previous Change Orders \$71,589.64	Net Change from Previous Change Orders:
Contract Price Prior to this Change Order \$4,261,443.64	Contract Time Prior to this Change Order:
Net Increase (Decrease) of this Change Order \$33,934.04	Net Increase (Decrease) of Change Order:
Contract Price with all Approved Change Orders \$4,295,377.68	Contract Time with Approved Change:
Recommended By: Nick Hahn, Senior Engineering Technician	Approved By: McNamara Contracting, Inc.

Approved By: Approved By:

Date of Council Action:

Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

April 22, 2019

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Bids and Awarding Contract for the 2019 Pavement Management Program, City Project No. 2019-09A – Crackseal

Meeting Date: April 22, 2018
Item Type: Consent
Contact: Thomas J. Kaldunski, 651-450-2572
Prepared by: Steve W. Dodge, Asst. 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: Pavement Management Fund and Water Fund

PURPOSE/ACTION REQUESTED

Resolution receiving bids and awarding contract for the 2019 Pavement Management Program, City Project No. 2019-09A – Crackseal.

SUMMARY

City Project No. 2019-09A was advertised with bids received and publicly read aloud at 10:30 a.m. on April 11, 2019. Three contractors submitted bids. The crackseal area map is attached. The attached bid tabulation summarizes the base bid.

The 2019 pavement management budget as \$500,000 available for crackseal and sealcoat. The utility fund will contribute \$1,654 for well house facility cracksealing. The target budget for crackseal is \$135,000. The low base bid was submitted by Astech Corp. in the amount of \$133,496.60.

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2019-09A – Crackseal to Astech Corp. in the amount of \$133,496.60.

SWD/kf

Attachments: Resolution
Area Map

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

**RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2019 PAVEMENT
MANAGEMENT PROGRAM, CITY PROJECT NO. 2019-09A – CRACKSEAL TO ASTECH
CORP. IN THE AMOUNT OF \$133,496.60**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2019 Pavement Management Program, City Project 2019-09A – Crackseal, bids were received, opened on April 11, 2019 at 10:30 a.m., read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

Contractor	5% Bid Bond	Addendum No. 1 Acknowledged	Base Bid
Astech Corp.	Yes	Yes	\$133,496.60
Allied Blacktop	Yes	Yes	\$170,864.40
Fahrner Asphalt	Yes	Yes	\$177,448.82

WHEREAS, funding is available for the project from the Pavement Management Fund and Water Fund; and

WHEREAS, Astech Corp. is the lowest responsible bidder for the base bid with a total amount of \$133,496.60.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Astech Corp. in the name of the City of Inver Grove Heights, for the 2019 Pavement Management Program, City Project 2019-09A – Crackseal according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. City staff are authorized to obtain construction testing services funded through the Pavement Management Program.
4. Project funding for the 2019 crackseal in the amount of \$133,496.60 shall be provided by the Pavement Management Fund and the Water Fund.

Adopted by the City Council of Inver Grove Heights this 22nd day of April 2019

AYES:

NAYS:

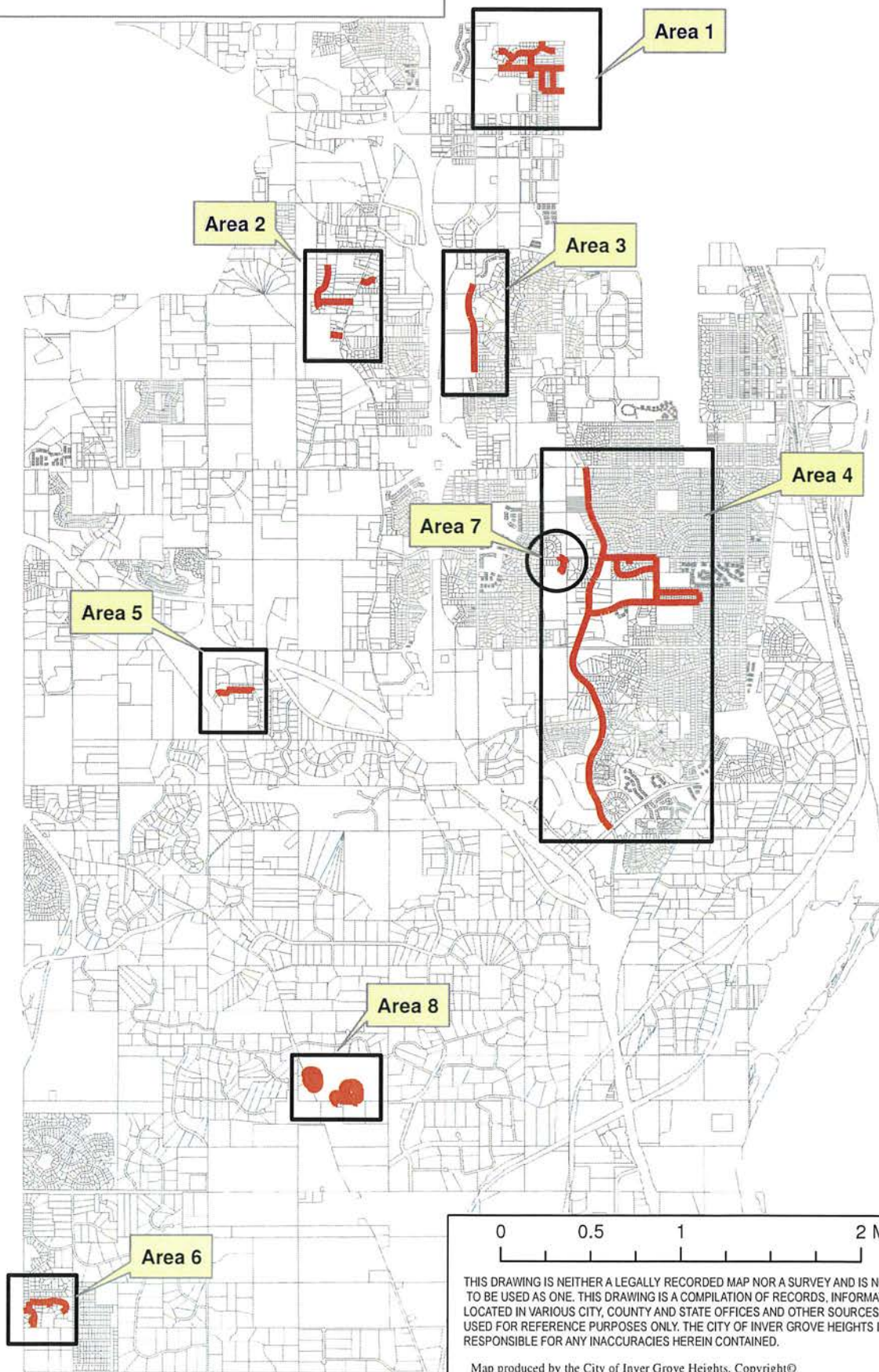
ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk



City of Inver Grove Heights
Project No. 2019-09A - Areas 1 through 8



0 0.5 1 2 Miles

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

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City of Inver Grove Heights 2018

February 12, 2019



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Bids and Awarding Contract for the 2019 Pavement Management Program, City Project No. 2019-09B – Sealcoat

Meeting Date: April 22, 2019
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Steve W. Dodge, Asst. 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: Pavement Management Fund and Water Fund

PURPOSE/ACTION REQUESTED

Resolution receiving bids and awarding contract for the 2019 Pavement Management Program, City Project No. 2019-09B – Sealcoat.

SUMMARY

City Project No. 2019-09B was advertised with bids received and publicly read aloud at 10:30 a.m. on April 11, 2019. Three contractors submitted bids. The sealcoat area map is attached. The attached bid tabulation summarizes the base bid and bid alternates.

The 2019 pavement management budget has \$500,000 for crackseal and sealcoat and \$250,000 for park trails and parking lots. The utility fund will contribute \$5,331.62 for well house facility sealcoating. The target budget for sealcoat is \$370,000. Award of the base bid plus bid alternates B and C for sealcoat is proposed due to being within the budgeted amount. The low combined base bid (Schedules 1 through 7) and bid alternates B and C submitted by Pearson Brothers, Inc. is \$367,925.91. Alternate A in the amount of \$38,403.25 is not being awarded in order to meet budget. Alternate A will be considered in future pavement management projects.

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2019-09B – Sealcoat to Pearson Brothers, Inc., in the amount of \$367,925.91 for the base bid plus bid alternates B and C.

SWD/kf

Attachments: Resolution
 Area Map

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

**RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2019 PAVEMENT
MANAGEMENT PROGRAM, CITY PROJECT NO. 2019-09B – SEALCOAT TO PEARSON BROTHERS,
INC., IN THE AMOUNT OF \$406,329.16**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2019 Pavement Management Program, City Project 2019-09B – Sealcoat, bids were received, opened on April 11, 2019 at 10:30 a.m., read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

Contractor	Addendum No. 1 Acknowledged and 5% Bid Bond	Base Bid	Alternate A	Alternate B	Alternate C	Base Bid Plus Alternates A through C	Base Bid Plus Alternates B and C
Pearson Bros.	Yes	\$289,908.69	\$38,403.25	\$72,685.60	\$5,331.62	\$406,329.16	\$367,925.91
Allied Blacktop	Yes	\$294,034.21	\$38,459.25	\$72,906.80	\$3,281.54	\$408,681.80	\$370,222.55
Astech Corp.	Yes	\$311,482.10	\$41,358.75	\$82,815.25	\$5,474.50	\$441,130.60	\$399,771.85

WHEREAS, funding is available for the project from the Pavement Management Fund and the Water Fund; and

WHEREAS, Pearson Brothers, Inc. is the lowest responsible bidder including the Base Bid and Bid Alternates B and C with a total amount of \$367,925.91.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Pearson Brothers, Inc., in the name of the City of Inver Grove Heights, for 2019 Pavement Management Program, City Project 2019-09B – Sealcoat according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. Staff is authorized to obtain construction testing services funded by the Pavement Management Fund.
4. Project funding for the Base Bid and Bid Alternates B and C, in the amount of \$367,925.91 shall be provided by the Pavement Management Fund and the Water Fund.

Adopted by the City Council of Inver Grove Heights this 22nd day of April 2019

AYES:

NAYS:

George Tourville, Mayor

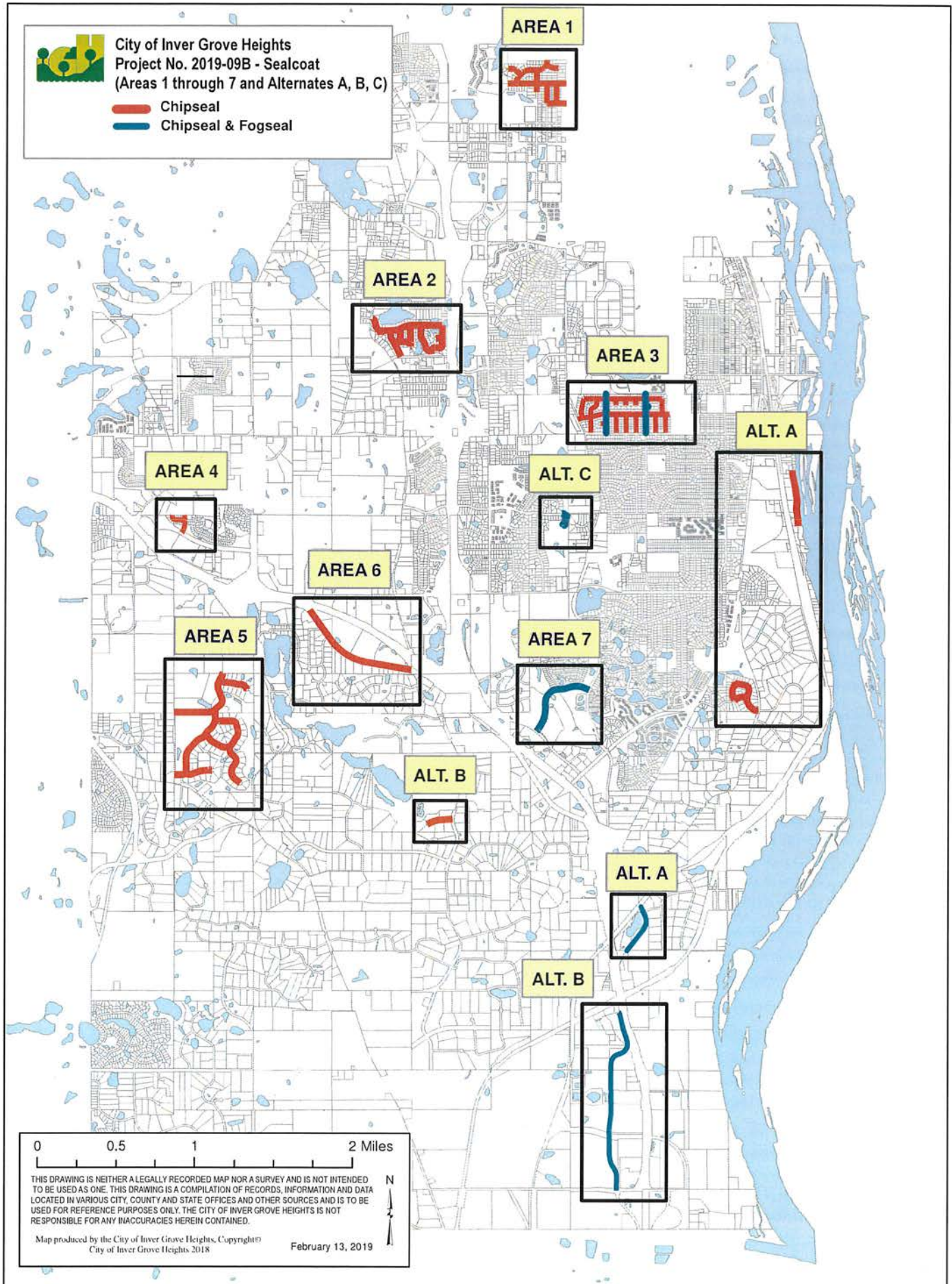
ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights
Project No. 2019-09B - Sealcoat
(Areas 1 through 7 and Alternates A, B, C)

- Chipseal
- Chipseal & Fogseal



0 0.5 1 2 Miles

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City of Inver Grove Heights 2018

February 13, 2019

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Bids and Awarding Contract for the 2019 Pavement Management Program, City Project No. 2019-09E – Emulsified Asphalt Sealcoat

Meeting Date: April 22, 2019
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SWD

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Resolution receiving bids and awarding contract for the 2019 Pavement Management Program, City Project No. 2019-09E – Emulsified Asphalt Sealcoat.

SUMMARY

City Project No. 2019-09E was advertised with bids received and publicly read aloud at 10:30 a.m. on April 11, 2019. Two contractors submitted bids. The emulsified asphalt sealcoat area maps are attached. The attached bid tabulation summarizes the base bid and bid alternates.

The 2019 pavement management budget is \$250,000 for park trails and parking lots. The target budget for the emulsified asphalt sealcoat is \$115,000. The low combined base bid (Schedules 1 and 2) submitted by Astech Corp. is \$82,302.50.

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2019-09E – Emulsified Asphalt Sealcoat to Astech Corp. in the amount of \$82,302.50 for the base bid.

SWD/kf

Attachments: Resolution
 Area Maps

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

**RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2019 PAVEMENT
MANAGEMENT PROGRAM, CITY PROJECT NO. 2019-09E – ASTECH CORP. IN THE AMOUNT OF
\$82,302.50**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2019 Pavement Management Program, City Project 2019-09E – Emulsified Asphalt Sealcoat, bids were received, opened on April 11, 2019 at 10:30 a.m., read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

Contractor	Addendum No. 1 Acknowledged	5% Bid Bond	Base Bid
Astech Corp.	Yes	Yes	\$82,302.50
Fahrner Asphalt	Yes	Yes	\$89,317.66

WHEREAS, funding is available for the project from the Pavement Management Fund; and

WHEREAS, Astech Corp. is the lowest responsible bidder Base Bid with a total base bid amount of \$82,302.50.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Astech Corp. in the name of the City of Inver Grove Heights, for 2019 Pavement Management Program, City Project 2019-09E – Emulsified Asphalt Sealcoat according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. Staff is authorized to obtain construction testing services funded by the Pavement Management Fund.
4. Project funding for the Base Bid in the amount of \$82,302.50 shall be provided by the Pavement Management Fund.

Adopted by the City Council of Inver Grove Heights this 22nd day of April 2019

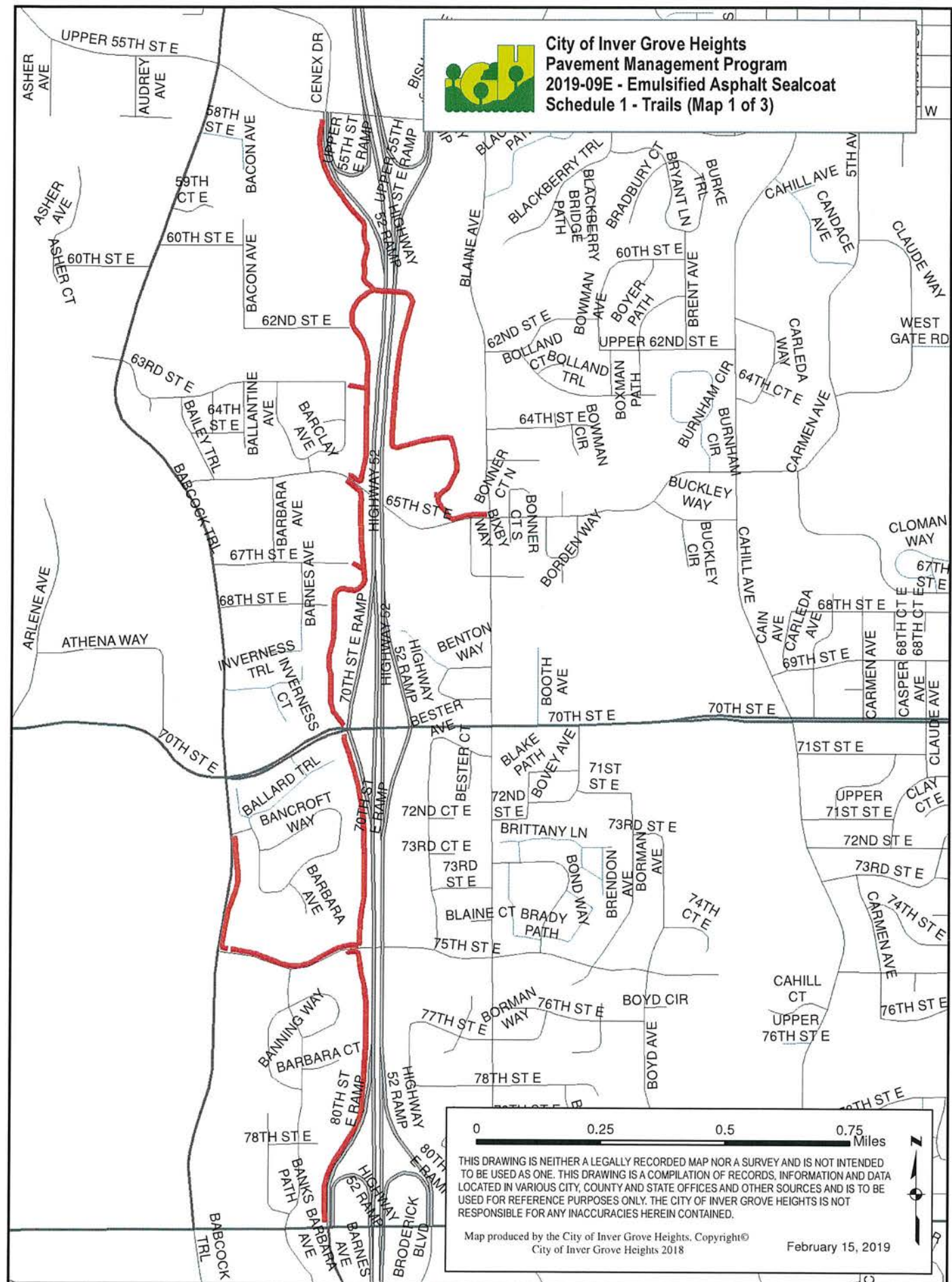
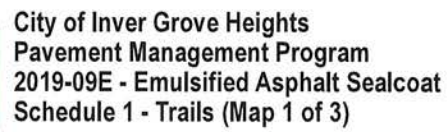
AYES:

NAYS:

George Tourville, Mayor

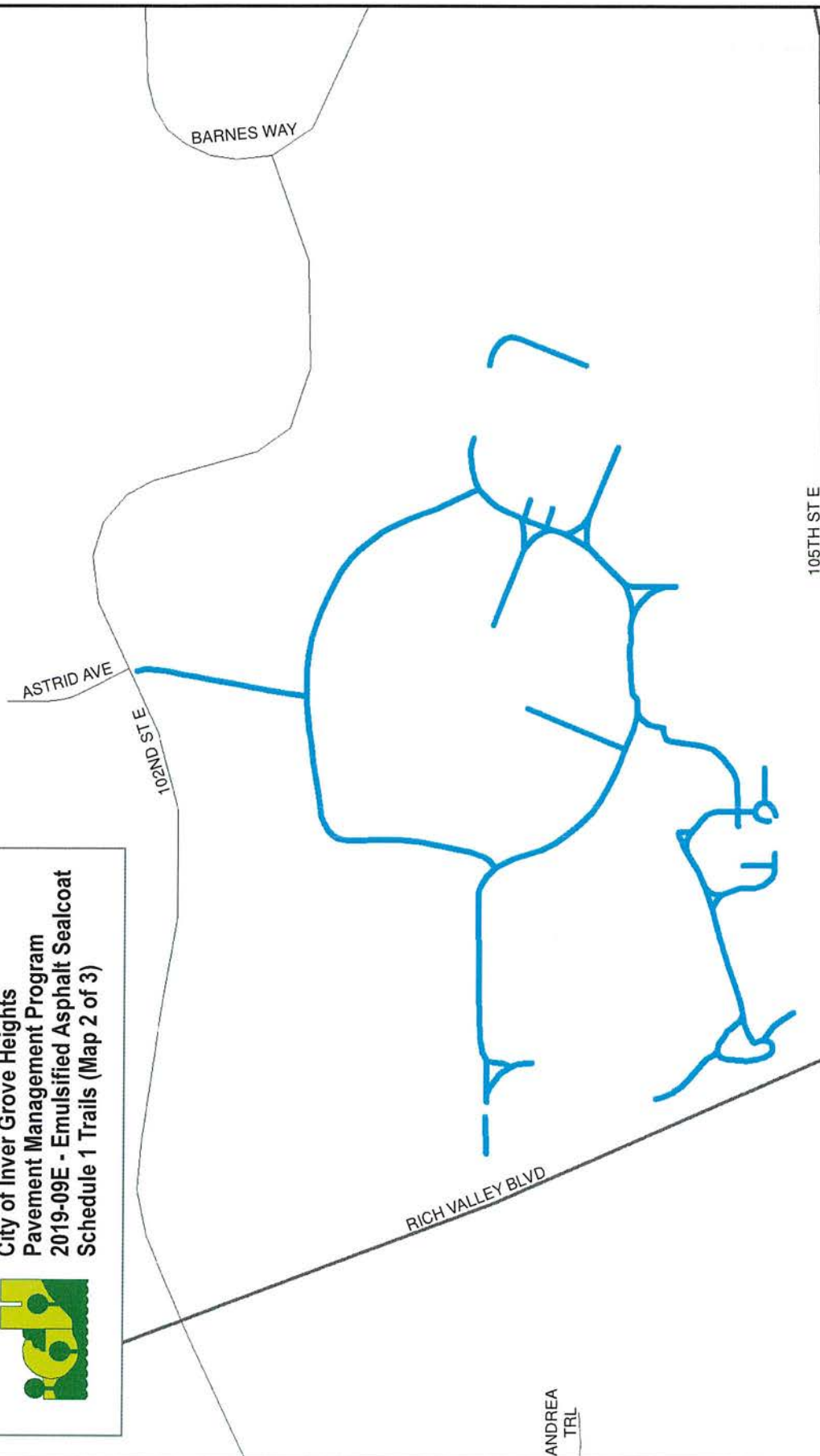
ATTEST:

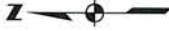
Michelle Tesser, City Clerk





**City of Inver Grove Heights
Pavement Management Program
2019-09E - Emulsified Asphalt Sealcoat
Schedule 1 Trails (Map 2 of 3)**





0 0.07 0.14 0.21 Miles

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City of Inver Grove Heights 2018

February 15, 2019



City of Inver Grove Heights
Pavement Management Program
2019-09E - Emulsified Asphalt Sealcoat
Schedule 1 Trails (Map 3 of 3)

67TH S

67TH S

CRAIG CT

CRAIG AVE

CROSBY AVE

69TH ST E

DAWN AVE

UPPER 69TH ST E

DELANEY AVE

DELAROSA CT

DELILAH AVE

68TH ST E

CONCORD BLVD

COOPER AVE

70TH ST E
70TH ST E

0 0.05 0.1 0.15 Miles

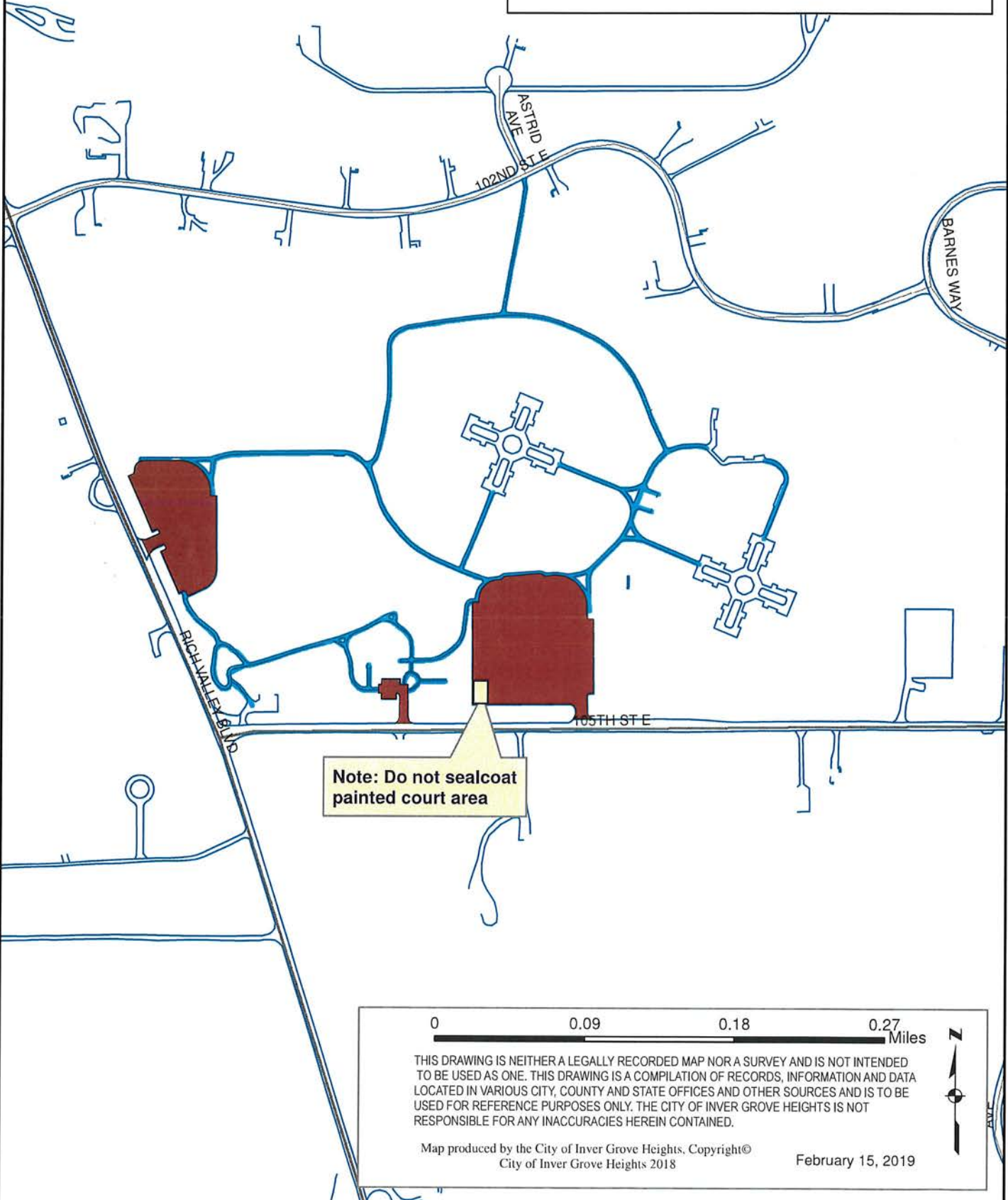
THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE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

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City of Inver Grove Heights 2018

February 15, 2019



**City of Inver Grove Heights
Pavement Management Program
2019-09E - Emulsified Asphalt Sealcoat
Schedule 2 - Parking Lots (red shapes)**



0 0.09 0.18 0.27 Miles

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City of Inver Grove Heights 2018

February 15, 2019

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Bids for the 2019 Improvement Program, City Project No. 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03– NWA Trunk Watermain Improvements - 65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane

Meeting Date: April 22, 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: Special Assessments, Municipal State Aid Funds, NWA Storm Water Fund, NWA Water Fund

PURPOSE/ACTION REQUESTED

Consider resolution accepting bids for the 2019 Improvement Program, City Project No. 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03– NWA Trunk Watermain Improvements - 65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane.

SUMMARY

Bids for City Project No. 2015-03 and 2018-03 were opened on April 15, 2019. Ten bids were received, and Danner, Inc. is the apparent low bidder at \$1,743,504.50. The City has received favorable bids as the engineer's estimate was estimated at \$2,650,000. The award of contract will be considered following the assessment hearing scheduled for the May 13, 2019 Council meeting on City Project No. 2015-03. City Project No. 2018-03 is a 16" trunk watermain funded by the NWA fees and no assessments are planned for the watermain project.

Contractor	Addendum No. 1 Acknowledged	5% Bid Bond	Base Bid
Danner, Inc.	Yes	Yes	\$1,743,504.50
Park Construction	Yes	Yes	\$1,807,111.93
S.M. Hentges & Sons, Inc.	Yes	Yes	\$1,846,897.10
Max Steininger, Inc.	Yes	Yes	\$2,025,650.66
Ryan Contracting	Yes	Yes	\$2,041,036.14
Kuechle Underground, Inc.	Yes	Yes	\$2,055,993.48
Meyer Contracting	Yes	Yes	\$2,061,408.89
EJM Pipe Services	Yes	Yes	\$2,068,432.60
Eureka Construction	Yes	Yes	\$2,158,896.87
Miller Excavating	Yes	Yes	\$2,599,224.34

I recommend adopting the attached resolution accepting bids for the 2019 Improvement Program, City Project No. 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03– NWA Trunk Watermain Improvements - 65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane.

TJK/kf

Attachments: Resolution

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

**RESOLUTION RECEIVING BIDS FOR THE 2019 IMPROVEMENT PROGRAM, CITY PROJECT NO.
2015-03 – 65TH STREET CONSTRUCTION (BETWEEN T.H. 3 AND ARGENTA TRAIL) AND CITY
PROJECT NO. 2018-03– NWA TRUNK WATERMAIN IMPROVEMENTS - 65TH STREET LOOP
(PHASE IV OF 2015-12) FROM AGATE TRAIL TO ALVERNO LANE**

RESOLUTION NO. _____

WHEREAS, bids were opened on April 15, 2019 for the 2019 Improvement Program, City Project No. 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03– NWA Trunk Watermain Improvements - 65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane.

WHEREAS, the City received ten bids for City Project No. 2015-03 and 2018-03 as summarized below:

Contractor	Addendum No. 1 Acknowledged	5% Bid Bond	Base Bid
Danner, Inc.	Yes	Yes	\$1,743,504.50
Park Construction	Yes	Yes	\$1,807,111.93
S.M. Hentges & Sons, Inc.	Yes	Yes	\$1,846,897.10
Max Steininger, Inc.	Yes	Yes	\$2,025,650.66
Ryan Contracting	Yes	Yes	\$2,041,036.14
Kuechle Underground, Inc.	Yes	Yes	\$2,055,993.48
Meyer Contracting	Yes	Yes	\$2,061,408.89
EJM Pipe Services	Yes	Yes	\$2,068,432.60
Eureka Construction	Yes	Yes	\$2,158,896.87
Miller Excavating	Yes	Yes	\$2,599,224.34

WHEREAS, the City will conduct its assessment hearing for City Project No. 2015-03 and consider awarding a contract following the assessment hearing scheduled for the May 13, 2019 Council meeting; and

WHEREAS, City Project No. 2018-03 is a 16" trunk watermain improvement and is funded by Northwest Area fees collected at the time of development and no assessments are planned for this project.

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

1. The bids for the 2019 Improvement Program, City Project No. 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase IV of 2015-012) from Agate Trail to Alverno Lane are hereby received.

Adopted by the City Council of Inver Grove Heights, Minnesota this 22nd day of April 2019

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: April 22, 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 #5 for \$270,085.00 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 submitted Pay Application #5 in the amount of \$270,085.00 for work completed through March 31, 2019.

Project 2014-10 Fire Station #2 New Construction is being funded through the sale of General Obligation Capital Improvement Plan Bonds. After payment of this pay application, the amount remaining on the contract, which includes retainage for completed work and stored materials, is \$6,184,923.00.

Staff recommends payment of Pay Application #5 for the amount of \$270,085.00 to Jorgenson Construction for Project 2014-10 Fire Station #2 New Construction.

Attachment: Pay Voucher #5

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

ESTIMATE NO: 5 (Five)
DATE: April 22, 2019
PERIOD ENDING: March 31, 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.....	\$2,613,300.00
Less Retained (5%).....	\$130,665.00
Less Previous Payment.....	\$2,212,550.00
Total Approved for Payment this Voucher.....	\$270,085.00
Total Payments including this Voucher	\$2,482,635.00

Approvals:

Pursuant to our field observation, I hereby recommend payment for the above stated amount of work performed through March 31, 2019.

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

Signed by:	_____	_____
	Jorgenson Construction	Date

Signed by:	_____	_____
	George Tourville, Mayor	Date



INVOICE NO. 1327

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
03/31/19	1327	NET 30 DAYS	

INVER GROVE HEIGHTS FIRE STATION #2

JCI JOB NUMBER: 6582

AS PER ATTACHED APPLICATION AND CERTIFICATE FOR
PAYMENT NUMBER FIVE

\$270,085.00

AMOUNT NOW DUE: \$270,085.00

AIA Type Document
Application and Certification for Payment

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: 5
PERIOD TO: 3/31/2019

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 \$ 2,613,300.00

5. RETAINAGE:

a. 5.00 % of Completed Work \$ 130,665.00

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 130,665.00

6. TOTAL EARNED LESS RETAINAGE \$ 2,482,635.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 2,212,550.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 270,085.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 6,184,923.00
(Line 3 less Line 6)

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: Dwayne Kanne / Vice President
Dwayne Kanne

Date: 4/3/19

State of: MN
County of: Anoka

Subscribed and Sworn to before me this

Notary Public:

My Commission Expires: 12/31/22



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: _____ Date: _____

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

AIA Type Document
Application and Certification for Payment

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: 5
PERIOD TO: 3/31/2019

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	45,000.00	10,000.00	0.00	55,000.00	45.83	65,000.00	2,750.00
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	3,100.00	1,200.00	0.00	4,300.00	35.83	7,700.00	215.00
7	Construction Cleanup	6,500.00	2,100.00	600.00	0.00	2,700.00	41.54	3,800.00	135.00
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	1,200.00	300.00	0.00	1,500.00	53.57	1,300.00	75.00
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	1,500.00	175.00	0.00	1,675.00	79.76	425.00	83.75
12	Temp. Electric	5,000.00	1,930.00	500.00	0.00	2,430.00	48.60	2,570.00	121.50
13	Temp. Natural Gas	14,000.00	12,000.00	2,000.00	0.00	14,000.00	100.00	0.00	700.00
14	Construction Toilet	3,500.00	1,750.00	300.00	0.00	2,050.00	58.57	1,450.00	102.50
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	550.00	150.00	0.00	700.00	58.33	500.00	35.00
17	Phone	1,500.00	550.00	200.00	0.00	750.00	50.00	750.00	37.50
18	Truck/Fuel	4,000.00	1,375.00	275.00	0.00	1,650.00	41.25	2,350.00	82.50
19	Equipment/Diesel	5,500.00	2,050.00	500.00	0.00	2,550.00	46.36	2,950.00	127.50
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

ALA 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: 5
PERIOD TO: 3/31/2019

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	8,500.00	1,000.00	0.00	10,500.00	91.30	1,000.00	525.00
23	Tools/Fasteners	2,300.00	820.00	500.00	0.00	1,320.00	57.39	980.00	66.00
24	Propane/Heaters	4,000.00	3,450.00	550.00	0.00	4,000.00	100.00	0.00	200.00
25	Building Natural Gas	17,500.00	0.00	6,000.00	0.00	6,000.00	34.29	11,500.00	300.00
26	Street Cleaning/Snow Removal	3,750.00	2,900.00	400.00	0.00	3,300.00	88.00	450.00	165.00
27	Earthwork/Site Clearing/Erosion Control	426,414.00	343,591.00	0.00	0.00	343,591.00	80.58	82,823.00	17,179.55
28	Site Utilities	149,182.00	145,087.00	0.00	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	317,948.00	0.00	0.00	317,948.00	58.42	226,252.00	15,897.40
38	Concrete-Winter Conditions	58,900.00	56,200.00	0.00	0.00	56,200.00	95.42	2,700.00	2,810.00
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	159,471.00	0.00	0.00	159,471.00	100.00	0.00	7,973.55
41	Masonry/Brick	775,103.00	272,303.00	111,600.00	0.00	383,903.00	49.53	391,200.00	19,195.15

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

ARCHITECT'S
PROJECT NO: 600801

CONTRACT DATE: 9/12/2018

[illegible]

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

ARCHITECT'S
PROJECT NO: 600801

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: 5
PERIOD TO: 3/31/2019

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	12,750.00	0.00	12,750.00	15.00	72,250.00	637.50
MECHANICAL - PLUMBING									
108	Specialties	101,500.00	28,500.00	0.00	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	28,000.00	0.00	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	6,500.00	0.00	0.00	6,500.00	100.00	0.00	325.00
119	General RI (M)	116,100.00	15,000.00	1,000.00	0.00	16,000.00	13.78	100,100.00	800.00
120	General RI (L)	90,343.00	38,465.00	7,000.00	0.00	45,465.00	50.32	44,878.00	2,273.25

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: 5
PERIOD TO: 3/31/2019

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
121	Light Fixtures (M)	108,500.00	0.00	10,900.00	0.00	10,900.00	10.05	97,600.00	545.00
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	18,250.00	10,650.00	0.00	28,900.00	100.00	0.00	1,445.00
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	120,891.00	13,421.00	0.00	134,312.00	30.02	313,107.00	6,715.60
132	Change Order #001	2,558.00	2,558.00	0.00	0.00	2,558.00	100.00	0.00	127.90
REPORT TOTALS		\$8,667,558.00	\$2,329,000.00	\$284,300.00	\$0.00	\$2,613,300.00	30.15	\$6,054,258.00	\$130,665.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Addendum No. 1 to Professional Engineering Services Proposal from Bolton & Menk, Inc. for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements and City Project No. 2018-09F - 55th Street Court and 55th Street Reconstruction

Meeting Date: April 22, 2019
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. 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: Pavement Management Fund, Special Assessments, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider resolution accepting Addendum No. 1 Professional Engineering Services Proposal from Bolton & Menk, Inc. for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements and City Project No. 2018-09F - 55th Street Court and 55th Street Reconstruction.

SUMMARY

Addendum No. 1 for City Project No. 2018-09D and 2018-09F is for additional engineering services to include review of alternative pavement management approaches, cost estimates, and an update to the feasibility report. City Project No. 2018-09D includes additional engineering slope design along Stark Lake and City Project No. 2018-09F includes additional storm sewer extension options to Schmidt Lake. Addendum No. 1 for 2018-09D is for \$17,385 and 2019-09F is for \$19,300. The Engineer Division recommends approval.

Staff recommends that the City Council adopt the resolution accepting the Bolton & Menk, Inc. Addendum No. 1 to the professional engineering services proposal dated April 1, 2019 for City Project No. 2018-09D in the amount of \$19,300 and for City Project No. 2018-09F in the amount of \$17,385.

TJK/kf

Attachments: Resolution
 Proposals

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

**RESOLUTION RECEIVING AND APPROVING ACCEPTING ADDENDUM NO. 1 PROPOSAL FOR
PROFESSIONAL ENGINEERING SERVICES FROM BOLTON & MENK, INC. FOR CITY PROJECT
NO. 2018-09D – ATWATER PATH PAVEMENT REPLACEMENT AND STORMWATER
IMPROVEMENTS AND CITY PROJECT NO.
2018-09F - 55TH STREET COURT AND 55TH STREET RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, the City Council approved professional engineering services agreements from Bolton & Menk on Project No. 2018-09D on May 29, 2018 and City Project No. 2018-09F on June 25, 2018 on June 25, 2018p; and

WHEREAS, Addendum No. 1 for professional services from Bolton & Menk, Inc. for City Project No. 2018-09D in the amount of \$19,300 and 2018-09F in the amount of \$17,385 is for additional feasibility and design services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Inver Grove Heights hereby:

1. Receives and approves Addendum No. 1 for additional professional engineering services from Bolton & Menk, Inc. dated April 1, 2019 for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements and authorizes staff to execute an agreement in accordance with the proposal in the amount of \$19,300.
2. Receives and approves Addendum No. 1 for additional professional engineering services from Bolton & Menk, Inc. dated April 1, 2019 for City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction and authorizes staff to execute an agreement in accordance with the proposal in the amount of \$17,385.

Approved by the City Council of Inver Grove Heights this 22nd day of April 2019

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

April 1, 2019

Steve Dodge, PE
Assistant City Engineer
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Atwater Path Pavement Replacement, City Project No. 2018-09D
Addendum #1 to Professional Services Agreement
City of Inver Grove Heights

Dear Mr. Dodge,

Our professional services proposal, accepted by the Inver Grove Heights City Council on May 29, 2018, included a total estimated design fee of \$79,783 and a total estimated construction services fee of \$19,300. Over the course of the project, the project scope changed to include additional professional services in order to carry the project through final design and bidding. The following changes have generated professional services and associated fees:

1. Addendum Letter to Feasibility Report that included:
 - a. Discussion of alternatives to full reconstruction
 - b. Discussion of estimated pavement life expectancies
 - c. Discussion of estimated construction costs for each alternative
 - d. Final recommendation
2. Inclusion of engineered slope design along Stark Lake that included:
 - a. Topographic survey
 - b. Drafting of existing conditions
 - c. Four final design alternatives layouts
 - d. Final engineered slope plans
 - e. Property owner coordination & right of entry exhibits

Based on the scope changes described above, we are requesting that the design services fee be increased from \$79,783 to \$86,000.

We look forward to continuing our work with the City on these important infrastructure improvements.

Sincerely,

Bolton & Menk, Inc.

Eric Seaburg, PE
Project Manager



**BOLTON
& MENK**

Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

April 1, 2019

Steve Dodge, PE
Assistant City Engineer
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: 55th Street & 55th Street Court, City Project No. 2018-09F
Addendum #1 to Professional Services Agreement
City of Inver Grove Heights

Dear Mr. Dodge,

Our professional services proposal, accepted by the Inver Grove Heights City Council on September 24, 2018, included a total estimated design fee of \$69,588 and a total estimated construction services fee of \$17,385. Over the course of the project, the project scope changed to include additional professional services in order to carry the project through final design and bidding. The following changes have generated professional services and associated fees:

1. Preparation of a standalone Feasibility Report:
 - a. Original scope was to combine Feasibility Report with Atwater Path project.
2. Addendum Letter to Feasibility Report that included:
 - a. Discussion of alternatives to full reconstruction
 - b. Discussion of estimated pavement life expectancies
 - c. Discussion of estimated construction costs for each alternative
 - d. Final recommendation
3. Inclusion of storm sewer extension design to Schmitt Lake that included:
 - a. Topographic survey
 - b. Drafting of existing conditions
 - c. Two design alternatives layouts
 - d. Final bid plans
 - e. Property owner coordination & easement exhibits

Based on the scope changes described above, we are requesting that the design services fee be increased from \$69,588 to \$83,500. We look forward to continuing our work with the City on these important infrastructure improvements.

Sincerely,

Bolton & Menk, Inc.

Eric Seaburg, PE
Project Manager

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for the 2019 Pavement Management Program, City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction

Meeting Date: April 22, 2109
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

[Signature]

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolutions calling for hearing on proposed assessments, declaring costs to be assessed, and ordering preparation of proposed assessments for the 2019 Pavement Management Program, City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction.

SUMMARY

Bids for City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction were opened on April 15, 2019. The assessment hearing for 2018-09F is proposed for May 28, 2019. Award of a construction contract for the project will be considered after the final assessment hearing.

Based on the apparent low bid, the estimated total project cost for City Project No. 2018-09F is \$1,300,640 and proposed final assessments are \$276,122. The total assessment amount is approximately 23.3 percent of the street and storm costs. Using the assessment cap, this correlates to a \$6,562 assessment per single-family residential, \$13,124 per duplex, and \$42,791 for the Clark gas station, and \$63,996 for the Lake Cove Apartments. Staff will prepare the final assessment roll, based on the lowest responsible bidder, plus estimated indirect costs and contingencies.

The estimated total project cost of \$1,300,640 is higher than the feasibility estimate of \$1,154,906 due to higher bid prices. The additional cost will be covered by the pavement management fund, water fund and sewer fund. The pavement management fund is estimated to contribute \$907,667 which is higher than the feasibility amount of \$797,339. Construction and contingency costs will need to be monitored to ensure the assessable portion stays above 20 percent of the total street and storm costs.

I recommend adopting the attached resolutions calling for a hearing on the proposed assessments, declaring the costs to be assessed, and ordering preparation of the proposed assessments the 2019 Pavement Management Program, City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction.

SWD/kf

Attachments: Resolutions

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

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

**2019 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2018-09F – 55TH STREET COURT AND 55TH STREET RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, April 22, 2019, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2019 Pavement Management Program

City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction

WHEREAS, the project improvements include: Roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, geotextile fabric, daintile, aggregate base, bituminous pavement), milling, concrete curb and gutter removal and replacement, new sidewalk, storm sewer system replacement and additions as needed, drainage improvements, water quality improvements, sanitary sewer system repairs and adjustments, water main system repairs and adjustments, appurtenances and restoration on the following streets: 55th Street from Babcock Trail to its terminus and 55th Street Court from 55th Street to its terminus.

WHEREAS, the total final estimated project cost for City Project No. 2018-09F is \$1,300,640.

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

1. The amount to be specially assessed for City Project No. 2018-09F is hereby declared to be \$276,122.
2. The City Clerk, with the assistance of the Public Works Director, 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 22nd day of April 2019

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS

**2019 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2018-09F – 55TH STREET COURT AND 55TH STREET RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, April 22, 2019, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2019 Pavement Management Program

City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction

WHEREAS, the project improvements include: Roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, geotextile fabric, drintile, aggregate base, bituminous pavement), milling, concrete curb and gutter removal and replacement, new sidewalk, storm sewer system replacement and additions as needed, drainage improvements, water quality improvements, sanitary sewer system repairs and adjustments, water main system repairs and adjustments, appurtenances and restoration on the following streets: 55th Street from Babcock Trail to its terminus and 55th Street Court from 55th Street to its terminus.

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 the May 28, 2019, in the City Council Chambers, 8150 Barbara Avenue at 7:00 p.m., to pass 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 to be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 22nd day of April 2019

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for the 2019 Pavement Management Program, City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction

Meeting Date: April 22, 2109
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. 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: Pavement Management Fund, Special Assessments, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider resolutions calling for hearing on proposed assessments, declaring costs to be assessed, and ordering preparation of proposed assessments for the 2019 Pavement Management Program, City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction.

SUMMARY

Bids for City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction were opened on April 15, 2019. The assessment hearing for 2018-09F is proposed for May 28, 2019. Award of a construction contract for the project will be considered after the final assessment hearing.

Based on the apparent low bid, the estimated total project cost for City Project No. 2018-09F is \$1,300,640 and proposed final assessments are \$276,122. The total assessment amount is approximately 23.3 percent of the street and storm costs. Using the assessment cap, this correlates to a \$6,562 assessment per single-family residential, \$13,124 per duplex, and \$42,791 for the Clark gas station, and \$63,996 for the Lake Cove Apartments. Staff will prepare the final assessment roll, based on the lowest responsible bidder, plus estimated indirect costs and contingencies.

The estimated total project cost of \$1,300,640 is higher than the feasibility estimate of \$1,154,906 due to higher bid prices. The additional cost will be covered by the pavement management fund, water fund and sewer fund. The pavement management fund is estimated to contribute \$907,667 which is higher than the feasibility amount of \$797,339. Construction and contingency costs will need to be monitored to ensure the assessable portion stays above 20 percent of the total street and storm costs.

I recommend adopting the attached resolutions calling for a hearing on the proposed assessments, declaring the costs to be assessed, and ordering preparation of the proposed assessments the 2019 Pavement Management Program, City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction.

SWD/kf

Attachments: Resolutions

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

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

**2019 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2018-09F – 55TH STREET COURT AND 55TH STREET RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, April 22, 2019, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2019 Pavement Management Program
City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction

WHEREAS, the project improvements include: Roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, geotextile fabric, daintile, aggregate base, bituminous pavement), milling, concrete curb and gutter removal and replacement, new sidewalk, storm sewer system replacement and additions as needed, drainage improvements, water quality improvements, sanitary sewer system repairs and adjustments, water main system repairs and adjustments, appurtenances and restoration on the following streets: 55th Street from Babcock Trail to its terminus and 55th Street Court from 55th Street to its terminus.

WHEREAS, the total final estimated project cost for City Project No. 2018-09F is \$1,300,640.

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

1. The amount to be specially assessed for City Project No. 2018-09F is hereby declared to be \$276,122.
2. The City Clerk, with the assistance of the Public Works Director, 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 22nd day of April 2019

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS

**2019 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2018-09F – 55TH STREET COURT AND 55TH STREET RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, April 22, 2019, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2019 Pavement Management Program

City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction

WHEREAS, the project improvements include: Roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, geotextile fabric, daintile, aggregate base, bituminous pavement), milling, concrete curb and gutter removal and replacement, new sidewalk, storm sewer system replacement and additions as needed, drainage improvements, water quality improvements, sanitary sewer system repairs and adjustments, water main system repairs and adjustments, appurtenances and restoration on the following streets: 55th Street from Babcock Trail to its terminus and 55th Street Court from 55th Street to its terminus.

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 the May 28, 2019, in the City Council Chambers, 8150 Barbara Avenue at 7:00 p.m., to pass 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 to be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 22nd day of April 2019

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: April 22, 2019
 Item Type: Consent Agenda
 Contact &
 Reviewed by: Janet Shefchik, HR Manager
 Prepared by: Carrie Isaacson, Admin Svc Coord

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

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

Full-Time Employment:

Patnaude, John, Fire Station Captain
 Parrow, Joshua, Fire Station Captain
 Rank, Paul, Fire Station Captain

Part-Time/Temporary/Seasonal Employment:

Parks/Recreation/VMCC

Pawlenty, Ian, Parks Maintenance Helper
 Perrin, Ashley, Lifeguard/Swim Instructor
 Seabright-Hofmeister, Suzie, Swim Instructor
 Ukestad, Emily, Lifeguard/Birthday Party Host

Golf

Beard, Paul, Ranger/Starter
 Duffy, Terrence, Ranger/Starter
 Fisher, John, Concessionaire
 Hark, Vivian, Golf Course Laborer
 Hayes, Charles, Ranger/Starter
 Hunstad, Dalton, Golf Course Laborer
 Jackson, John, Golf Course Laborer
 Kordosky, Joseph, Ranger/Starter
 McFarland, Maxwell, Concessionaire
 Peterson, Shane, Concessionaire
 Rafter, Ronald, Ranger/Starter
 Rasmussen, Michael, Golf Course Laborer
 Runkle, Dale, Ranger/Starter
 Sherburne, Paul, Concessionaire
 Siebell, Todd, Ranger/Starter

Voluntary Resignations and/or Terminations of Employment:

Madsen, Sharon, Communications Manager

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: April 22, 2019
Item Type: Regular Agenda
Contact: Allan Hunting 651-450-2554
Prepared by: Ally Hillstrom, Env. Specialist
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a **Conditional Use Permit** to place over 1,000 cubic yards of fill on property located within the Flood Fringe District of the Floodplain for property located at 4321 65th Street, known as Heritage Village Park.

- Requires 4/5th's vote.

SUMMARY

The City is now proposing to place fill over the Heritage Village Park property to meet goals of Phase 2 park improvements. Phase 2 of park improvements is focused on development of additional amenities identified in the master plan. A higher level of elevation is needed on the site to accomplish the following goals: build an ADA accessible regional trail and trail connections; build all buildings above the 100-year flood elevation; fill rather than cut into soil that was previously capped; accommodate stormwater improvements and filtration methods; and account for future anticipated road and storm sewer projects. The fill material would come from City street reconstruction projects at 55th Street & 55th Street Court and 65th Street. The property lies within the Flood Fringe of the Floodplain of the Mississippi River and fill projects in excess of 1,000 cubic yards require a conditional use permit.

The City hired WSB to create a grading plan for the fill project. The total fill project will consist of 69,786 cubic yards of soil that will be placed over the larger park area. The amount of fill material within the flood fringe would be 34,521.25 cubic yards of soil. The Engineering Department has reviewed and approves of the proposed Condition Use Permit.

RECOMMENDATION

Planning Staff: Both Planning and Engineering recommend approval of the Conditional Use Permit as presented.

Planning Commission: Some neighbors from Castaway's Marine spoke regarding dust control and the problems they encountered previously. The Planning Commission also raised the same concerns. Staff noted that there will be more attention paid to dust control and protocols will be discussed with the hauling contractors. Planning Commission recommended approval (9-0).

Environmental Commission: The Environmental Commission raised concerns regarding where the flood water would be displaced if the flood fringe area on the property were filled. The Parks and Recreation Department stated the Engineering Department found no additional engineering is required to approve the plan as the filling will only occur within the flood fringe therefore, outside of the flood way. Questions were asked regarding how the fill would affect the site's existing drainage patterns. Staff noted that currently only minimal infiltration occurs on the site; only 2-6 inches of soil exist above bedrock. A stormwater management plan will also be developed by the Engineering Department to treat stormwater on the site. No other issues were brought up and the Environmental Commission recommended approval (5-2).

Attachments: Resolution approving conditional use permit
Planning Report
Master Plan Map
Overall Grading Plan

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO PLACE OVER 1,000
CUBIC YARDS OF FILL ON PROPERTY LOCATED WITHIN THE FLOOD FRINGE
DISTRICT OF THE FLOODPLAIN FOR PROPERTY LOCATED AT 4321 65TH STREET**

City of Inver Grove Heights
Case No. 19-08C

WHEREAS, an application for a Conditional Use Permit has been submitted for the property legally described as:

Section 3, Township 27, Range 22. PT NW 1/4 Beg at PT of Int of S L N1/2 of N1/2 of NW 14 With W L of N&S Alley Blk 30 Inver Grove Factory Add Prod N Thence W Along S L 350 FT M/L to E'LY L CRI&P RR Thence NW'LY along E L 600 FT M/L to N L Sec 2 E Along N L 560 FT to INT With W L of N & S Alley Blk 30 S to Beg also that PT NW 1/4 & SW1/4 Formerly known as Inver Grove Yard

WHEREAS, an application for a conditional use permit has been submitted to allow fill in excess of 1,000 cubic yards in the Flood Fringe District;

WHEREAS, the aforescribed property is zoned P, Institutional and I-1, Limited Industry;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan and it does not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on April 16, 2019;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow the placement of fill in excess of 1,000 cubic yards in the Flood Fringe District is hereby approved with the following condition:

1. The placement of fill shall be consistent with the Grading and Erosion Control Plan dated 3/15/19, on file with the Planning Department.

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 22ND day of April, 2019.

AYES:

NAYS:

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: 19-08C

APPLICANT: City of Inver Grove Heights

PROPERTY OWNER: City of Inver Grove Heights

REQUEST: Conditional Use Permit to allow filling in the Floodplain

MEETING DATE: April 16, 2019

LOCATION: 4321 65th Street

COMPREHENSIVE PLAN: Park

ZONING: P, Institutional and I-1, Limited Industry

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Ally Hillstrom
Environmental Specialist

BACKGROUND

Heritage Village Park is a 63-acre City owned site. Development of this site has followed park master plans initially developed in 2004. Since then, the master plan has gone through several updates however the design remains focused on developing a community park that highlights the site's history. Park improvements have occurred at varying stages, including establishment of a 14-acre protected prairie on the north end of the site and a 9-acre dog park that parallels the regional trail.

Phase 2 of park improvements is focused on development of additional amenities identified in the master plan. A higher level of elevation is needed on the site to accomplish the following goals: build an ADA accessible regional trail and trail connections; build all buildings above the 100-year flood elevation; fill rather than cut into soil that was previously capped; accommodate stormwater improvements and filtration methods; and account for future anticipated road and storm sewer projects. The City is now proposing to place fill over the site to meet the goals of the Heritage Village Park Phase 2 development. The subject property is located within the Flood Fringe of the Floodplain. Fill is allowed with an approved conditional use permit.

The City is requesting a Conditional Use Permit to allow the placement of fill in excess of 1,000 cubic yards, consistent with City Code provision 10-13D-7-2A2c Flood Fringe District of the

Floodplain Management Rules. Filling is allowed provided the plan is prepared by a qualified professional and an erosion control plan is prepared.

ANALYSIS

The proposed fill will be used for leveling and preparing the site for future phases of Heritage Village Park. The City hired WSB to create a grading plan for the fill project. The total fill project will consist of 69,786 cubic yards of soil that will be placed over the larger park area. The amount of fill material within the flood fringe would be 34,521.25 cubic yards of soil. The fill material would come from City street reconstruction projects at 55th Street & 55th Street Court and 65th Street. The Engineering Department has reviewed and approves of the proposed Condition Use Permit. The conditional use permit request to allow 34,500± cubic yards of fill to be located within the flood fringe was submitted to the DNR for review and comment. No comments have been received from the DNR at this time.

Environmental Commission: The Environmental Commission met on April 11, 2019 to review the conditional use permit application. Concerns were raised regarding where the flood water would be displaced if the flood fringe area on the property were filled. The Parks and Recreation Department stated the Engineering Department found no additional engineering is required to approve the plan as the filling will only occur within the flood fringe therefore, outside of the flood way. Questions were asked regarding how the fill would affect the site's existing drainage patterns. The Parks and Recreation Department responded that currently only minimal infiltration occurs on the site; only 2-6 inches of soil exist above bedrock. A stormwater management plan will also be developed by the Engineering Department to treat stormwater on the site. No other issues were brought up and the Environmental Commission recommended approval of the conditional use permit (5-2).

ALTERNATIVES

The Planning Commission has the following actions available:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
 - o Approval of a **Conditional Use Permit** to allow the placement of fill in excess of 1,000 cubic yards, consistent with City Code provision 10-13D-7-2A2c Flood Fringe District of the Flood Plain Management rules, for the purpose of grading and filling for future improvements of the Heritage Village Park property subject to the following conditions:
 - 1. The placement of fill shall be consistent with the following plans, on file with the Planning Department:

- 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.

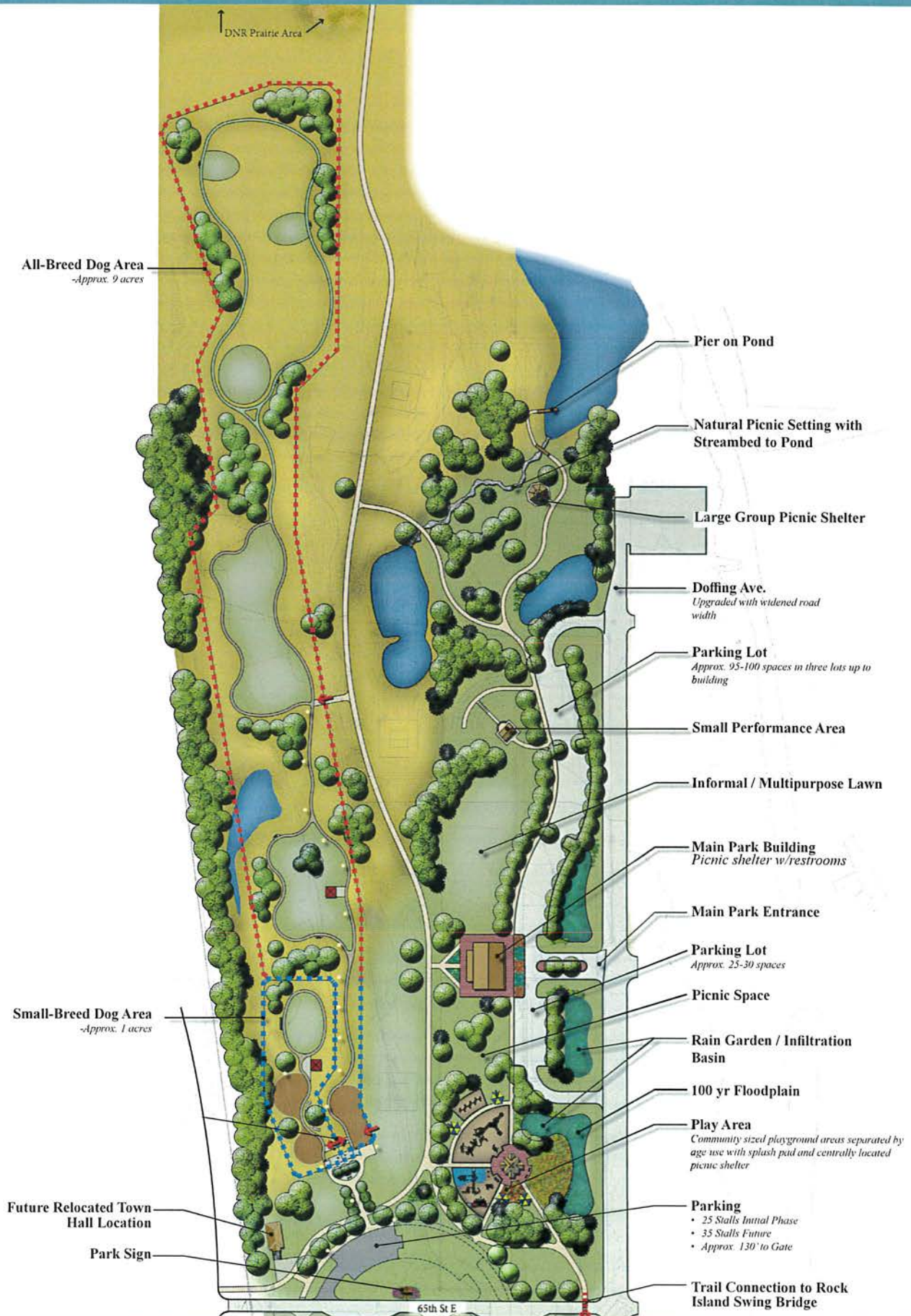
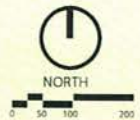
RECOMMENDATION

The review of the materials for this request is more of an engineering exercise, rather than a planning exercise, since the project is comprised of soil fill and grading. The plan being presented is the overall grading and filling plan. Engineering has reviewed the plan and finds that it consistent with city code standards. Based on the information provided, Planning recommends approval of the conditional use permit as presented.

Attachments: Location Map
Overall Grading Plan
Plan of Heritage Village Park



Heritage Village Park ON THE MISSISSIPPI RIVER



Preliminary Master Plan

WSB Project 010132-000
February 14, 2018





DESIGN BY: BAK
CHECK BY: CCA
SCALE: AS SHOWN
PLAN BY: BAK

NO.	DATE	DESCRIPTION

DATE: 03/15/2019 UIC NO: 40646
CANDACE C. JAMERSON
LANDSCAPE ARCHITECT
REGISTERED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA
HERBERT CENTER THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY OR UNDER THE DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED LANDSCAPE ARCHITECT

CITY OF INVER GROVE HEIGHTS
HERITAGE VILLAGE PARK PHASE 2

OVERALL
GRADING PLAN

C.P. SHEET
XXXXXX L4.0

- LEGEND:**
- CONSTRUCTION LIMITS
 - EXISTING CONTOUR
 - EXISTING SPOT GRADE
 - EXISTING DECIDUOUS TREE
 - EXISTING CONIFER TREE
 - 100-YEAR FLOOD FRINGE
 - WOOD FIBER BORROLL
 - ROCK CONSTRUCTION
 - ENTRANCE (OR EQUIVALENT)
 - EXISTING DRAINAGE FLOW
 - INLET PROTECTION
 - SILT FENCE

FILL WITHIN THE FLOOD FRINGE: 34,521.25 CU YDS
FILL FOR OVERALL SITE: 89,786.55 CU YDS

