INVER GROVE HEIGHTS CITY COUNCIL AGENDA

8150 BARBARA AVENUE

Tuesday, May 28, 2019
7:00 p.m.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATIONS**
   A. Oath of Office and Badge Pinning for Fire Captains

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 Councilmember or citizen so requests, in which event the item will be removed from this agenda and considered in normal sequence.

   A. i. Minutes from May 6, 2019 Council Worksession
   ii. Minutes from May 13, 2019 Council Meeting

   B. Resolution Approving Disbursements for Period Ending May 21, 2019

   C. Request for Approval of Rental Housing License

   D. Consider Acceptance of Donations to both IGH Fire and Police Departments

   E. Appoint Senior Humane Agent Keith Streff as the City's Administrative Hearing Officer

   F. Consider Change Order No. 5 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail)

   G. Consider Pay Voucher No. 7 for City Project Nos. 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

   H. Consider Resolution Accepting Quotes and Awarding Project for City Project No. 2019-04 – 68th Street Storm Sewer Outfall Repair

   I. Resolution Receiving Objection Letter

   J. Consider Resolution Accepting the MS4 Annual Report for 2018

   K. Consider Resolution Accepting Quote from Goodpointe Technology to Conduct 2019 Pavement Ratings

   L. Tim & Amy Johnson - (Case No. 19-12C); Consider a Resolution approving a Conditional Use Permit to exceed maximum impervious surface and approval of storm water facilities maintenance agreement for property located at 3790 80th Street.

   M. Wade Schowalter – (Case No. 19-11C); Consider a Resolution approving a Conditional Use Permit to exceed maximum impervious surface and approval of storm water facilities maintenance agreement for property located at 6950 River Road.

N. Andy Calton - (Case No. 19-10CV); Consider a Resolution approving a storm water facilities maintenance agreement for property located at 7540 River Road.

O. Scott & Kristina Gorden – (Case No. 19-18C); Consider a Resolution approving a Conditional Use Permit to exceed maximum impervious surface for property located at 11640 Aileron Circle.

P. Shawn Briggs – STOR Self-Storage

Q. Consider Approval of an Agreement with CHS, Inc. for Temporary Parking at the VMCC

R. Consider Approval of Purchase Agreement for Property Located at 6445 Doffing Ave. for Heritage Village Park

S. Consider Approval of Timber Staircase for Seidl's Lake Park

T. Personnel Actions

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 HEARINGS

A. Public Hearing to Consider Resolution Adopting the Final Assessment Roll for the 2019 Pavement Management Program, City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements

B. Public Hearing to Consider Resolution Adopting Final Assessment Roll for the 2019 Pavement Management Program, City Project No. 2018-09F – 55th Street Court/55th Street Area Reconstruction

7. REGULAR

POLICE

A. Change 2019 Fee Schedule to Include New Ordinances (Large Assembly and Excessive Consumption of City Services)

PUBLIC WORKS

B. Consider Resolution Receiving Bids, Awarding Contract, and Approving Geotechnical Services Proposal for the 2019 Pavement Management Program, City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements, City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction, and City Project No. 2017-07 – Met Council Grant (Heritage Village Park Soil Borrow Placement)

C. Consider Change Order No. 1 for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements, City Project No. 2018-09F – 55th Street & 55th Street Court Reconstruction, and City Project No. 2017-07 – Met Council Grant (Heritage Village Park Soil Borrow Placement)

D. Consider Resolution Approving a Temporary Easement Agreement and Waiver of Assessment Agreement for City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction

COMMUNITY DEVELOPMENT

E. CHS – Case No. 19-19IUP and 19-20IUP – Consider a Resolution relating to an Interim Use Permit to allow a park-and-ride for the properties located at 5869/5899 Babcock Trail and 8055 Barbara Avenue.

F. Source Land Capital – Case No. 19-14ZPD – Consider the following requests for property located at 6477 South Robert Trail:

- **a.** An Ordinance rezoning the property from A, Agricultural to R-1C/PUD, Single Family Planned Unit Development.
- **b.** A Resolution relating to a Preliminary Plat for a 66-lot subdivision to be known as Windsor Ridge.
- **c.** A Resolution relating to a Preliminary Planned Unit Development for Windsor Ridge.

8. MAYOR AND COUNCIL COMMENTS

9. ADJOURN

This document is available upon a three (3) business day request in alternate formats such as braille, large print, audio recording, etc.

Please contact Joe Lynch, Interim Deputy Clerk, at 651.450.2511 or jlynch@invergroveheights.org.

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

A. CALL TO ORDER: The City Council of Inver Grove Heights met in Work Session on Monday, May 6, 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; Council members Bartholomew, Perry, Piekarski Krech, and Dietrich.
Staff: City Administrator Joe Lynch, Assistant City Attorney Bridget McCauley Nason, Interim Finance Director Shannon Battles, Interim Police Chief Sean Folmar, Patrol Sergeant Kasey Schrandt, and Parks and Recreation Director Eric Carlson.

Mayor Tourville thanked the Inver Grove Heights Police and Fire Departments, Parks and Recreation Department, South St. Paul Police, and Inver Hills Community College for the May Day 5K event. This event would not have taken place if not for all involved. He stated that the Police Officers helped with the streets and traffic control and the Fire Department and Public Works helped with set up.

1) REVIEW DRAFT OF 2018 CAFR

City Administrator Joe Lynch stated that Interim Finance Director Shannon Battles would be introducing the Auditor that would be going through the 2018 CAFR. The purpose and objective would be to review the results of the 2018 operations and receive comments, feedback, and any potential changes the Council would like to see made. He stated that they would like to get the information back on the City Council Agenda for approval in May.

Interim Finance Director Shannon Battles introduced Brad Falteysek from Abdo, Eick & Meyers, LLP. Mr. Falteysek, Abdo, Eick, and Meyers, thanked Interim Finance Director Battles for answering all of their questions. He commented that she did a great job in a short amount of time. He stated that he would be discussing their responsibility around the audit, general fund results, other governmental funds and proprietary funds, along with some ratios. He stated that they have collected data and did some comparisons with other Cities of similar size in comparison with Inver Grove Heights.

He began the presentation and discussed the following:

- Auditor's Opinion. To write the Auditor's Opinion they design their tests and procedures to make sure they are comfortable that everything in the financial statements is presented accurately, reflects the balances at year end, and contains activity that happened during the year. He stated that they are giving the City an unmodified or clean opinion on the financial statement. He stated that the State Auditor requires that they go through a series of checklists to ensure they are following different State Statutes that involve deposits, how cash is invested and investments, how long-term debt is issued, issuing bonds, and if the proper procedures are being followed. He stated that they did not find any instances of non-compliance in the items tested and there were no findings around the State Statute requirements.
- General Fund Balance. He stated that they have five years of activity from 2014 to 2018. The top red line is the end of year fund balance in the general fund. The fund balance at year end is compared to the following years budget. He stated that there is a policy to have a minimum of 40% in the reserves at year end. The City is maintaining above that reserve and managing the general fund appropriately according to the policies.
- General Fund Budget to Actual. A chart was displayed showing the budgeted numbers for the year compared to the actual results. He stated that revenues came in about $700,000 over what was budgeted. This was in the business license and permits. He stated that building activity is still improving and was $400,000 over what was budgeted. He stated that was budgeted conservatively each year, with the 2017 actual being $150,000 more than what was received in that year. He commented that building activity is improving year to year and is still budgeted on a conservative basis year after year. He stated that all other totals came in close to budget with a $60,000 variance in the expenditures on a $20 million-dollar budget.

- General Fund Revenues by Type. The majority of the revenues are coming from tax levies. It is about 85% of revenues in the general fund. He stated that they are receiving local Government Aid. Taxes are the primary revenue source for the general fund. 85% is pretty common.
- General Fund Expenditures by Type. He stated that with a $20 million-dollar budget, about half of that is being spent with Public Safety including Police and Fire activities. The remainder is general government, public works, and other. He stated that the general government has been consistent over three years, public safety is going up each year at about the same amount, and public works is trending upwards.
- Special Revenue Fund Balances. These are funds that either have a restricted or committed revenue source. These are revenues coming into these funds year after year that are being restricted by an outside party or committed by US Council through Resolution. He stated that the franchise fee is a new fund in its first year and has about one million dollars. This includes charges on gas and electric utilities which is committed to pavement management. He stated that the Community Center fund has a deficit of $1.8 million dollars. There is about $550,000 due from the City of Rosemount related to the ice arena project. He stated that the remainder of that balance needs to be looked at to see how to make up that deficit in the future.
- Debt Service Funds. He stated that improvement bonds with $3.8 million dollars in cash are in those funds. There are $332 million dollars' worth of bonds outstanding. He stated that the City is planning on levying enough to support the debt service requirements.
- Capital Projects Fund Balances. These are funds set aside for capital improvements throughout the City. He stated that over the last three years there are restricted amounts that jump from 2017 to 2018 with unspent bond proceeds that would be restricted to that project. Assigned has been steadily increasing, and unassigned has dipped slightly.
- Internal Service Funds. These are funds that are being charged to other City departments. Bringing money into these funds supports that central activity. He stated that the cash balance stayed consistent from 2017 to 2018. Those funds are operating as they should.
- Water Fund. This shows the operating cash receipts compared to operating cash disbursements plus debt service requirements. This looks to see if operating receipts are creating enough revenue to support the disbursements plus the debt service requirements. He stated that each year has been meeting the requirement. The cash balance has declined since 2015 and finished at $7.7 million dollars at year end. He stated that the minimum balance shows what you do not want to go below.
- Sewer Fund. This shows operating receipts compared to the debt service payments and operating disbursements. He stated that 2017 and 2018 have not met that debt and operating expenditure amount. The debt service requirements have jumped up in the last two years, the operating disbursements have increased as well. He stated this would be an opportunity to take a look at those rates and see if those need to be adjusted or if this is just temporary. He stated that the cash has been declining since 2015, but is still above the minimum amount that they would not want to see it go below.
- New Golf Fund. In 2018 revenue jumped up quite a bit from the previous year. He stated that this could be due to the promotion done last year that a lot of people signed up for. There is about $400,000 of revenue that is shown as unearned or deferred revenue at year end. Revenue will be recognized as years pass.

Councilmember Bartholomew asked about the recognized revenue. Mr. Falteysek responded that if there is a three-year plan, as the years go by it is recognized as another year of revenue. Councilmember Bartholomew asked if that was shown as unrecorded revenue on the balance sheet. Mr. Falteysek responded that it is listed as deferred revenue.

He continued with the presentation as follows:

- Cash and Investments Balances by Fund Type. This takes a look at all the cash and investments throughout the City and categorizes them by function. In total it has steadily increased over the years. In 2018 there were some bond proceeds that haven't been spent and extra money in the golf course fund that hasn't been had in the past. He stated that it has stayed pretty consistent from year to year over the last three years. He

stated that the capital funds had the biggest increase from 2017 to 2018 with $7 million dollars of unspent bond proceeds that will be spent in 2019.

Mayor Tourville asked about the bar charts and gradients and if there was any way of putting the numbers on the tops of them program wise. Mr. Falteysek responded that they could, and asked if they would like the number in each box or just the total. Mayor Tourville responded that it would be nice to know the total.

Councilmember Bartholomew asked if the slideshow presented would be a part of the CAFR. Mr. Falteysek responded that it would not. The CAFR is included in the packet as a PDF. Councilmember Bartholomew stated that the fund balances are clearly the general fund, the debt service fund is isolated and the monetary amount is in the CAFR. Mr. Falteysek agreed.

Councilmember Bartholomew asked in looking at pavement management for example, and the fund balance at the end of the year, if staff has a detail of what that total is and if there was information on what the plan would be. Mr. Falteysek responded that they do not. If they are in a deficit, they would try to figure out why there is one and if there is a way to reverse that. He stated that if they have excess funds, they have an idea of the projects coming up, but they don't necessarily look at how it adds up to the $5 million dollars.

Mayor Tourville asked if anything stood out, changed, or was of major concern. He stated that the golf course is a different plan. Mr. Falteysek responded that with the sewer fund, if the operating expenses are staying where they are and the debt is staying where it is, that would be something that needs to be looked at, adjust the rates, or do something else.

City Administrator Lynch stated that includes both the operating as well as the northwest area sewer funds. He stated that they do not have the connections that they had hoped for in the northwest area. He commented that this was one of the main reasons why it is not where it was hoped to be. Mr. Falteysek responded that the cash is declining. The connections would not show up in the operating receipts, that would be separate from the operating piece. It affects the cash balance. He stated that he would make the changes the Council would like made. City Administrator Lynch stated that the Council could get feedback to him and he would give that to Mr. Falteysek.

Councilmember Bartholomew asked about the date required that was empty. Mr. Falteysek responded that the date would be added once the City Council has accepted it.

5) <u>SAFETY SURVEY PRESENTATION</u>

Interim Police Chief Sean Folmar stated that the first Safety Survey was done in January 2018. Based on the results from that survey, a presentation was put together and brought forward to the City Council with the results and a plan of what to do from that information. He stated that this is a culmination of what they did with the enforcement and engagement events from the 2018 data and will also include the 2019 safety survey, the results, and the intention of what to do with the data going forward.

Police Patrol Sergeant Kasey Schrandt stated that he has been a Patrol Sergeant for the last seven years and has worked with the City of Inver Grove Heights for over 19 years. He discussed the initial survey from last year and stated that the survey was done to collect and analyze community feedback of all crime, traffic, quality of life issues, to assess perceived levels of fear within the community, and address community concerns and to better enable the focusing of Police Department resources on problem solving.

He stated that the initial 2018 survey was completed on January 12, 2018, with 459 people completing the survey. Perception on seriousness of crime and quality of life concerns include the following top four areas on ratings of moderately to very serious:

1) Theft from motor vehicles (car prowling) – 36%

2) Speeding or traffic related concerns – 26%
3) Break-ins (burglary) of garages, sheds, or homes – 25%
4) Disorderly persons/youth – 20%

The top areas based on rating for an increased emphasis:

1) Drug and alcohol issues
2) Juvenile/Youth problems
3) Traffic safety
4) Domestic/Family violence
5) Others: Vandalism, theft, DWI, child abuse/neglect

He discussed what they did with the survey for Theft & Burglary and Youth Delinquency as follows:

- Proactive Curfew Sweeps
- Proactive Park Checks:
  - 10 traffic stops for in park after hours
  - 2 warrant arrests
  - 1 DWI arrest
  - 1 open bottle of alcohol and controlled substance seizure
  - Located juvenile runaway
- Proactive Residential Checks:
  - 2 open garage doors (knock on doors to let the owners know the garage door was open)
- Proactive Business Checks

For Traffic Safety:

- Proactive Traffic Enforcement Events
  - 6 enforcement events
  - 144 traffic stops
  - 36 citations
  - 108 warnings

For Domestic and Family Violence:

- Proactive Domestic Assault/No Contact Order Sweeps
  - 2 Sweep Events:
  - 44 people contacted
  - Many were appreciative of contact
- Increased involvement of the in-house 360 Communities Domestic Violence Sexual Assault Advocate

For Community Engagement: This gives people the opportunity to see the Police out in a non-enforcement situation.

- Coffee with a Cop
  - Starbucks
  - Cub Foods
  - Caribou (South)
  - Caribou (North)
  - McDonalds (South)
- Castle with a Cop @ White Castle
- Back to School Verizon Event = (200+ participants)
- Safe Summer Night Events:
  - Emerald Hills (100+ participants)
  - Rolling Meadows (125+ participants)

Additional Community Engagements:

- Career Day = 75+ participants
- School Safety = 65+ participants
- Back to School Bash = 200+ participants

- LEO (Law Enforcement) Fair = 120+ participants
- Build a Bike with Thomson Reuters
    - Officer Ericka Running featured on Wear the Badge Campaign from the Minnesota Chiefs of Police Association.
- Night to Unite = 58 neighborhood gatherings
- IGH Days
- Shop with a Cop

Photos from the various events were displayed.

Patrol Sergeant Schrandt stated that some findings from the survey indicated the need for Social Media. They have since created Facebook and Twitter pages that give people a chance to see what the Police does throughout the community. People have the opportunity to post on the pages.

Patrol Sergeant Schrandt discussed the 2nd Survey and stated that the purpose of the survey was to:
1) Collect and Analyze Community feedback about crime, traffic, and quality of life issues.
2) Assess perceived levels of fear within the community.
3) Address community concerns and to better enable the focusing of Police Department resources on problem solving.

The second community safety survey was launched on December 12, 2018 and closed on January 7, 2019. 313 people completed the survey.

- There was a 146-participant reduction in completed survey compared to the first initial survey.
- Increased Awareness of Survey:
    - Social Media
    - Posting:
        - Multi-housing locations
        - Retail locations
          - Cahill
          - Upper 55th
        - Pilot Travel Center
        - Gas Stations

Councilmember Piekarski Krech asked if they did the first survey during the same timeframe. Patrol Sergeant Schrandt responded that he was unsure of the timeframe. Councilmember Piekarski Krech commented that people may not have participated in the survey due to the time of year with Christmas. Patrol Sergeant Schrandt responded that they had more of a social media contact form this year. He stated that he noticed people tend to speak up when there is something negative to share. When people are happy, they usually do not participate much.

Patrol Sergeant Schrandt discussed the following data points of the survey:

- 81% identified themselves as homeowners
- 8% were employees of an Inver Grove Heights based business or organization
- 3% were between the ages of 16-24 years old
- 59% were between the ages of 36 and 65
- 66% were women
- 95% reported themselves and white or Caucasian
- 75% felt Inver Grove Heights Police use good judgment in use of force scenarios
- 21% were unsure about Inver Grove Heights Police using good judgment in use of force scenarios
- 70% felt the Department is very approachable to extremely approachable
- 58% are satisfied with the level of proactive Police patrols
- 29% would like an increased level of Police patrols but they do not have neighborhood safety problems – they would like more patrol to maintain neighborhood safety

He discussed the following level of crime and quality of life concerns:

- 79% reported in general they felt very safe or extremely safe in their neighborhood or workplace
- 64% reported at night they felt very safe or extremely safe in their neighborhood or workplace

In their own neighborhood:

- Increased 18%
- Stayed the same 76%
- Decreased 6%

In the city overall:

- Increased 35%
- Stayed the same 54%
- Decreased 5%
- Other 6%

He discussed the perception on seriousness of crime and quality of life concerns as follows:

- The top 4/5 areas are based on ratings of moderately to very serious:
- Speeding or traffic related concerns 28%. Last year was 26%. Increase of 2%
- Theft from motor vehicles (car prowling) 24%. Last year was 36%. Decrease of 12%
- Break-ins (burglary) of garages, sheds, or homes 15%. Last year was 25%. Decrease of 10%
- Domestic Violence 15%. Last year was not a perception
- Disorderly persons/youth 13%. Last year was 20%. Decrease of 7%

He discussed the 2019 Policing Plan Priorities stating that it is based on the data developed. He stated that the top priorities did not change from 2018 and are as follows:

1) Traffic Safety
2) Theft from Vehicle
3) Burglary – shed, garage, home, business
4) Domestic and Family Violence
5) Youth Delinquency

What the Police Department would do in 2019 as follows:

- 12 Enforcement Events
    - Each Sergeant is hosting two events
- 12 Community Engagement Events
    - Each Sergeant is hosting two events
- 6 Safe Summer Events
    - Each Sergeant is hosting one safe summer event
- Increased Social Media Presence

For Traffic Safety Strategies:

- Distracted driving – Education and Enforcement
- DWI Enforcement – Focused on both alcohol and drug impairment
- High visibility traffic safety efforts (Dakota County Traffic Safety)
- Focused enforcement details
- Speed trailer
- Increased Social Media education

Theft from Vehicle Strategies:

- Prevention messaging (reminders to lock vehicles and not leave items in plain view)
- Charging all available offenses – tampering and possession of stolen property
- Curfew sweeps

Burglary Strategies:

- Offer “Crime Prevention Through Environmental Design” consultations
- Publish burglary prevention tactics and resources on Department webpage and Social Media
- Open garage door notifications
- Increase cross-jurisdictional coordination of burglary investigation efforts

Domestic & Family Violence Strategies:

- Domestic abuse No Contact Order and order for Protection Safety Assessment details
- Work with City Attorney to expand evidence-based prosecution
- Fully analyze investigation, prosecution, and advocacy for service gaps
- Develop closer relationship with Dakota County Probation Officer supervising Inver Grove Heights domestic violence offenders
- Continue to partner with the on-site domestic abuse advocate

Youth Delinquency Strategies:

- Proactive youth outreach
- Targeted curfew sweeps
- Increased collaboration with City Parks Department to encourage and ensure pro-social use
- Explore use of restorative justice intervention for certain youth-related offenses

Mayor Tourville stated that the survey was done at the exact same time as the first one, December to January, but off by two days.

Interim Police Chief Folmar stated that they also have 147 pages of graphs, charts, demographics, and concerns. Councilmember Bartholomew asked for an electronic version. Interim Police Chief Folmar stated that he would send it to all of the Council Members.

Mayor Tourville stated that they have done the survey twice. He asked if the actuals match up to the theory citizens have. Interim Police Chief Folmar responded that they fairly match. Quality of life issues bother people the most. Mayor Tourville asked when going forward, if they can have a correlation on the actual’s year end. He stated that it is a good tool to start and will come on an annual basis. Interim Police Chief Folmar stated that some information will be brought forward next month with the new Police Chief.

Councilmember Dietrich asked if the distracted driving law that is going into effect in August would change their strategies. Interim Police Chief Folmar responded that it is important to educate students and youth. He commented that they could use Social Media to do so as well as actively going out, stopping them, and letting them know of the fine. Patrol Sergeant Schrandt stated that sometimes when they stop one person, that person Facebooks all of their friends so others find out. Councilmember Dietrich asked how the law change would work. Interim Police Chief Folmar responded that currently people can be pulled over for using their phone other than for talking or dialing, that would be distracted driving. In August it means if the driver has anything in their hands.

Mayor Tourville stated that other Cities have had Police on school buses to monitor down on drivers. He agreed with Patrol Sergeant Schrandt’s statement about Facebook, and that people tend to alert others when something happens.

Interim Police Chief Folmar stated that the data that was shown of their activity in 2018, was only done during time dedicated specifically to that task, the intent is to increase that time.

Councilmember Bartholomew asked what they were deficient in regarding evidence gathering and working with the Prosecutor. Interim Police Chief Folmar responded that with evidence-based prosecution, a lot of times they have victims who change their statements or recant them after the fact. Their abuser may suggest they change their story or don’t show up for court. Sometimes those cases are dismissed because the victim is not cooperating with

prosecution. He stated that working with the City Attorney office, they can help the Police write better reports, document more items so these people can be held accountable whether or not the victim wants to participate. Councilmember Piekarski Krech asked if the City Council could get the information ahead of time so they have a schedule about the events that the Sergeant's are in charge of. Interim Police Chief Folmar responded that all of those events have already been scheduled. He stated that he would provide that information to the Council.

Mayor Tourville stated that a couple of years ago the Police Department really stepped up with Social Media. They also did actual activities going as far as stopping kids to give them ice cream treats. He stated that they should continue on those and expand. He stated that the Police have the full support of the City Council in doing so. He stated that 360 Communities has made a huge difference working side by side. He commented that he has received email compliments from people in town saying they don't know what they would have done without the support and quickness it is done.

4) FEE UPDATES FOR NEW ORDINANCES

Interim Police Chief Folmar discussed proposed fees for 2019. This is for three new Ordinances that were passed in April about Large Assemblies, Excessive Consumption of City Services, and the Excessive Noise Ordinance. He stated that these items are up for discussion, to add to the schedule and brought back to a regular Council meeting for adoption. He stated that he met with Planning, Engineering, Code Enforcement, and with Bridget from the City Attorney's Office to discuss these fees. He stated that after discussion it was decided that the large assemblies $250.00 permit fee, including the investigation by the Police Department, would be fair. An escrow would be established and held by the city in an amount of $500.00 to $5,000.00, depending on the size and scope of the event. He stated that they are in the process of creating a routing form that will track from department to department. This would include accounting for escrow fees, how much of the escrow fee there was, the reason for the size of the escrow fee, and the return of the escrow fee minus anything kept for clean up or rental that the city had to pay for. He stated that all funds will be returned minus the $250.00 application fee.

He stated that Excessive Consumption of City Services was broken into two different excessive inspection services. This would have a fee of $250.00 each time after four inspections within a 12-month period. Excessive Police and nuisance enforcement services would also be $250.00 minimum per occurrence, after four occurrences within 180 days. If the actual costs, including salary and fringe benefits from employee's equipment, the pro-rated cost exceeded $250.00, then the actual costs would be charged as outlined in the Ordinance.

He stated that the Excessive Noise Ordinance by Ordinance is a Misdemeanor offense, is a citable offense for a Police Officer or by complaint through Code Enforcement or anyone in that division through the City Attorney's office.

Councilmember Piekarski Krech stated that she was concerned that the fees would be enough to cover costs. She asked if this is reasonable and if they would be looking at it each year to make sure they are covering their labor costs. Interim Police Chief Folmar responded that they would continue to increase the fees as they see fit or as labor costs increase. He stated that he reached out to the cities of Shakopee, Cottage Grove, Roseville, and Maplewood as they have similar type Ordinances. Most of the fees fall in line with the rest of the communities of our size who have similar Ordinances.

Mayor Tourville asked Assistant City Attorney Bridget McCauley Nason if we are in line with other Communities. Assistant City Attorney McCauley Nason responded that she didn't look directly at the fees charged by other Cities for this service, the Ordinance requires that the fee try to match the costs for these types of services. She stated that with the Excessive Police Services portion, the language in the Code is language found in many other Cities. These types of fees would not be collected routinely, these are people who have had more than four different incidences at their location. They are the exception not the rule of when these fees would be imposed.

Councilmember Bartholomew asked how they would handle the Excessive Noise Ordinance and if they would write them a ticket, cite them, or ask them to be quiet or close down. Interim Police Chief Folmar responded that all of the Officers have the ability to have discretion. If they choose to cite on the first offense, they will deal with it then and there. They may find situations where they may ask them to be quiet or close down. Councilmember Bartholomew asked if the Ordinance allows for a sliding fee. Interim Police Chief responded that it is a Misdemeanor, it would be up to the Court to decide. It is 90 days in jail and/or $1,000.00 fine.

Interim Police Chief Folmar stated that with Large Assembly, they have the escrow dollars and could keep them if necessary. Councilmember Bartholomew asked if there is a draft escrow form and if the Council would be able to see it when completed. Interim Police Chief Folmar responded they are working on it and would be bringing it to the Council when completed.

3) UPDATE ON EMERALD ASH BORER INFESTATION

Parks and Recreation Director Eric Carlson gave an update on the Emerald Ash Borer (EAB) and stated that at the end of March, the Emerald Ash Borer was discovered in Inver Grove Heights. It has been discovered in all of the cities that surround Inver Grove Heights. He stated that they need to make the public aware of that. A notice was placed in the Southwest Review to let people know. He stated that they are planning on following the same procedures for the EAB plan put in place 10 years ago. Letters will be sent to those who have a right of way identified ash tree and letting them know that if they choose, the city will remove the tree at the cities cost. That includes the tree, stump, and restoring the area with black dirt and grass seed. Also included in the letter would be information saying that the Emerald Ash Borer has been discovered and is a matter of time before that tree is infected, if it isn't already. He stated that because the EAB was discovered in the northwest corner of the city, they hired a company to help do a windshield survey of all the ash trees north of Upper 55th Street. 26 trees were suspected to have EAB, those that they are sure of will be notified that the city plans to take those trees down. He stated that the City Forrester has communicated with some homeowners that have suggested that they themselves would try to treat a right of way tree on their property. This is something that homeowners are allowed to do at their expense. He stated that the city would make sure to communicate with those that have been treating the tree, and if they do not want it taken down the city will not take it down. He stated that they would try to take the trees that they know about now, down in mid-May. The Department of Agriculture doesn't want any trees removed between the end of May through August. Due to that, they would get back to that activity in the fall.

He stated that there are currently approximately 560 trees left on either city property or within the right of way identified as ash trees. It would cost about $200,000 to remove all of those trees if they become infected. He stated that there is approximately $100,000 to address that. Over the next three to five years additional resources will have to be found to address the problem.

Councilmember Piekarski Krech asked what happens if nothing is done. Parks and Recreation Director Carlson responded that it would speed up the process of being infected and eventually the tree would die and become a hazard to people and property. That is why tree removal is important. Councilmember Piekarski Krech stated nothing could be done to stop it as it would die anyway. Parks and Recreation Director Carlson responded that ash trees found in the wooded area of the park system would not be dealt with as they are not a threat to people or property. If it is next to a trail or in the right of way in the front yard, those would be addressed so they do not injure someone or destroy property.

Mayor Tourville stated that this is the same plan other cities have. One of the problems that other cities have had, is when the homeowner says they will care for it themselves. He commented that there hasn't been a treatment that does any good. Sometimes traps attract them to a neighborhood. He asked if there is any accounting or computer software that would keep track of trees cared for by homeowners. Parks and Recreation Director Carlson responded that there is a chemical treatment that people can use on trees that has been found to be fairly effective. He suggested that homeowners call a certified arborist to get educated on the chemical. He stated that the chemical

must be used diligently every two years. He displayed a map of the city that shows where ash trees are and where they were removed since 2015. He stated that they keep track of what they do with trees, as well as keep track of those that call and say they are treating the tree themselves. He commented that this is done so the city doesn't take down a tree without the homeowner's knowledge and agreement.

Parks and Recreation Director Carlson stated that if they find an infected ash tree on private property that is infected and is a hazard, a letter is sent to the property owner letting them know they need to remove the tree and if they do not, the city will remove it and assess it on their property taxes. He stated that they updated the city Ordinances when EAB started becoming an issue.

Mayor Tourville commented that the AG Bill has some money, around $25,000 for the State of Minnesota.

Councilmember Bartholomew asked if the trees that are in the right of way were put there by the city. He asked what would happen if a property owner put a tree in the right of way. He questioned if it would be the cities responsibility to take it down. Parks and Recreation Director Carlson responded that they are not always sure who put the tree in the right of way, but because it is the right of way, the city has a right to take it out because the city manages the right of way. He stated that a requirement for new developments is that they do not plant more ash trees.

Mayor Tourville commented that response is quick when ash trees are taken down, as was the case with Simley Pond. Parks and Recreation Director Carlson agreed. Mayor Tourville suggested continually sending the message about the policy. He suggested putting it online, and using social media. Parks and Recreation Director Carlson stated that this would take three to five years and that they will be doing the best they can to publicize it using the website, social media, and letters.

Mayor Tourville asked about the information on tree tracking. Parks and Recreation Director Carlson responded that there is information in the Council packets. The survey that was done was a windshield survey of the area north of upper 55th Street. The entire city was not done. Roughly 20% of the trees in that area are believed to be infected. He commented that we can assume that 20% of the trees throughout the city may be affected.

Mayor Tourville commented that Eagan had a large discovery of EAB. Parks and Recreation Director Carlson responded that all of the cities surrounding Inver Grove Heights have discovered EAB.

2) <u>DISCUSS FINANCING FOR HERITAGE VILLAGE PARK</u>

Parks and Recreation Director Eric Carlson gave an update on the funding for Heritage Village Park. No decisions need to be made by the Council this evening. He stated that the project has gone out to bid with the legal notice published in the previous Sunday's paper. Bids will be opening up and due on May 30th. The Parks Commission will be reviewing bids at their meeting on Wednesday, June 12th. The City Council will consider a contract at the Council meeting on Monday, June 24th. He stated that they have approximately $1.6 million dollars left. If approximately $600,000 of that is taken out to purchase the final piece of property and the commitments that haven't been paid yet for the Phase 1 development of the dog park at Heritage Village Park, there is $454,000 available between the State Grant, Dakota County GPA, and city matching funds, to do something with Phase II. He stated that there is an additional $850,000 in Grant money received from Dakota County from the ELF (Environmental Legacy Fund) Grant. That money would have the city committing to building a playground and a shelter. There is not enough money to do all of those things if choosing to access some or all of the $850,000. He commented that these numbers are estimates, not bids. Once the real numbers come in the Council will have a better idea of the options.

Councilmember Piekarski Krech asked why the ELF Grant is only available for that. She questioned if it was requested to be that way. Parks and Recreation Director Carlson responded that two or three different Grants were

submitted. City Administrator Lynch responded that there were five different projects that were submitted. There was a total of $3 million dollars made available by the County. He stated that the cities of Burnsville, Inver Grove Heights, Rosemount, and South St. Paul, were the only eligible communities because they have landfills. The County Board made the decision on the awards based on the project. He stated that the $850,000 was for the Heritage Village Park project, four other Grants submitted did not get awarded.

Parks and Recreation Director Carlson stated that a part of the Grant agreement with the County was to use those dollars toward the dog park, property acquisition, installation of playground equipment, MRRT connections, walking paths, seating areas, and an open-air picnic shelter. He quoted the Grant agreement stating "if the city receives one or more reimbursement payments from the County, the city shall complete the heritage Village Park project substantially as presented to the County in the city application for County Grant funds. Failing to do so, the city shall repay the amount of any reimbursement payments received from the County for this project". He stated that to date he has avoided using any of the $850,000, so the City has not committed to anything. In June the City Council will make a decision based on what bids are submitted, whether to access the money or not, and how to accomplish the other parts of the projects outlined in the Grant agreement.

Councilmember Piekarski Krech asked what they would have to do in order to get the Grant and not be in default. She commented that there are other needs in the city, and asked how this would be divided out. She asked about the $1.2 million dollars they would need to match. Parks and Recreation Director Carlson responded that when the State Grant was accepted, they had identified $1.2 million dollars of city funds as follows: $126,000 from the Doffing Avenue Fund, $75,000 from the Sewer Fund, $50,000 from the Closed Bond Fund, $25,000 from the Water Fund, and $980,000 from the Park Acquisition Fund. He stated that they have met that requirement of the ELF Grant. Other items that have to be accomplished is the dog park, which will be done, property acquisition, which will be done, MRRT connections are assumed to be done, this also includes the playground equipment and the open-air shelter. The last three items would have to be accomplished as a part of accessing the $850,000. They can choose not to do those things and not use the money, but that shrinks the ability of what they can accomplish.

Councilmember Piekarski Krech asked if they are committed to using the entire $850,000 or if they could use half. Parks and Recreation Director Carlson responded that he would have to get clarification from the County on that question. Councilmember Bartholomew asked if they have already spent the $1.2 million dollars. Parks and Recreation Director Carlson responded that they either have spent it or are on the way to spending that amount.

Mayor Tourville asked if they needed to spend $1.2 million dollars in order to get $850,000. Parks and Recreation Director Carlson responded that part of the Grant Agreement states that the city would receive the $850,000 from Dakota County if we build a dog park, put in playground equipment, connect to the Mississippi River Regional Trail (MRRT), build an open-air picnic shelter and other items. Part of the agreement was to commit to spend $1.2 million of our own dollars which we have or about to do by finishing the dog park and purchasing the last piece of property. He stated that we don't have to spend more money to get to $1.2 million dollars. We would have already accomplished that by finishing Phase I.

Councilmember Piekarski Krech asked if they can complete all that for $850,000. Parks and Recreation Director Carlson responded that they cannot. Mayor Tourville asked what the Delta was. Parks and Recreation Director Carlson responded with the following scenario:

- The engineers estimate to do the next phase of improvements at Heritage Village Park, not including the building or playground equipment, is $1.7 million dollars.
- $462,000 is left to spend and committed to the dog park.
- $1.7 million dollars for grading, install a parking lot, make trail connections, put sidewalks in, and extend utilities for the future building.
- JPA with the County for historical interpretation at Swing Bridge Park. They are providing the match and using some of the cities Grant funds.
- Property acquisition for the last piece of property.

- Construction observation and contingencies are figured in.

He stated that to make it balance they would have to use about $290,000 from the Host Community Fund. The City has applied for money through the DEED Grant from the State. City Administrator Lynch stated that the City received legislation that included property acquisition. Councilmember Piekarski Krech asked how that improves the employment opportunities in the city by buying parkland. City Administrator Lynch responded that was the problem with the initial legislation, it was something that Inver Grove Heights and Burnsville argued that this was something that was needed, so the legislation was changed so we could use it for property acquisition. He commented that the argument was purchase and assembly of properties. Councilmember Piekarski Krech asked how that improves the employment opportunities in the city. City Administrator Lynch responded that was the problem with the initial legislation, the purchase of property and assembly of property couldn't provide that, the legislation was changed to allow for the city to do that. He stated that if application isn't made by May 1st, we would lose the opportunity to use those dollars for 2019. Councilmember Piekarski Krech asked if there weren't other opportunities within the city that has needs that the money could be used to create employment opportunities. City Administrator Lynch responded they currently do not have anything. There are no ready projects for any of the areas on Concord.

Councilmember Piekarski Krech commented that streets need improving, businesses want to come in, money is needed for EDA and the need to promote business. She commented that she looks at the priority of where to put the money when we are looking for money for other things. Mayor Tourville responded that it could be used for Economic Development, but not for streets, there are exceptions. City Administrator Lynch stated that a previous use was for property acquisition along Dixie and Dickman. It has been used to buy properties for future sale, though they have not received a product or project out of that yet. He stated that is the reason they went to the legislature, so they allowed for a change in the language to allow that.

Mayor Tourville stated that the completion of Heritage Village Park, including the dog park and the inclusive playground, could be site specific and destination. The destination sites are half of the DEED funding, and destination sites could provide for the possibility of economic development.

Councilmember Bartholomew asked about the DEED Grant and if they could change their minds on using it elsewhere if an opportunity came up. City Administrator Lynch responded that they could probably write back the DEED in terms of properties to use it for, but it would have to be for property acquisition. If not this property, it would have to be another that we would have to ask for a change in location. He stated that this amount is split 50/50 with the City of Burnsville.

Parks and Recreation Director Carlson stated that if they wanted to use the $850,000, this would be a way to get there so that in 2020 when they go to build the building and the playground equipment, it would cost about $1.6 million dollars. It would be approximately $210,000 from the Host Community Fund, approximately $100,000 from the volunteer group to be raised towards the playground equipment, use the DEED money in 2020 if there is not a project identified, and ask the County to contribute another $850,000 of ELF Funds to make it possible to afford the building and the inclusive playground. He stated that at that point they would have a park that would be completely graded, have landscaping, a parking lot, inclusive playground, shelter with restrooms, picnic areas, and connections to the Mississippi River Regional Trail down along Doffing Avenue to Swing Bridge Park. He stated that this would be a park that people could use and the dog park would also be complete. He stated that the expense numbers are not real yet, they would know real numbers at the end of May and are working on numbers needed for 2020.

Councilmember Piekarski Krech asked if he was being conservative or low for the estimates. Parks and Recreation Director Carlson responded that the consultants tried to estimate a number that is in the middle of what they would get for actual bids. Some could be higher or lower, the details are being worked on. He commented that there is also the opportunity to seek donations from within the community. He stated that he is meeting with a couple of

people tomorrow to talk about some of the dirt requirements for the site and if anyone can help so they do not have to pay for dirt.

Councilmember Piekarski Krech asked if the 501c3 status for the dog park has been finalized. Parks and Recreation Director Carlson responded that the dog park group did not pursue a 501c3 because people can donate to the city and have the same impact that they would have if they were to donate to a 501c3. Councilmember Piekarski Krech asked if there was a formal agreement for dog park donations. Parks and Recreation Director Carlson responded that the donations for the dog park comes directly to the city and is being tracked so it can be reported back to the City Council and the dog park group.

Councilmember Piekarski Krech commented that there is a cost to upkeep the dog park, the dog park and the fees have to cover the cost of upkeep. She commented that there are people who want the inclusive playground and people in the northwest area that want a park, there is only so much money to go around. She stated that it will not cover all of that unless there are donations from other groups.

Councilmember Bartholomew asked if the ELF Grant would have the same city matching or more or less. Parks and Recreation Director Carlson responded that he didn't believe there would be a city match. At the time the Grant was written, the city identified the funding we had available. For example, they could say they had $210,000 available. Councilmember Bartholomew stated they could ask for $850,000 or have a lesser match of what we already spent. Parks and Recreation Director Carlson responded yes.

Councilmember Bartholomew asked how they are soliciting donations for the dog park. He asked if there was information on the website. Parks and Recreation Director Carlson responded that the volunteer group sent letters to select businesses in the community and is knocking on doors and talking to friends. He responded that he didn't know of anything listed on the website but would write it down as a suggestion. Mayor Tourville commented that people that go on the Dog Park Facebook page would probably find the request. Councilmember Piekarski Krech commented that she looked on that page today and didn't see anything. Mayor Tourville commented that there was a donation drive during Inver Grove Heights Days.

Parks and Recreation Director Carlson stated that this information is informational and shows where things are at and what decisions the Council will be asked to consider in June.

Councilmember Perry asked about the $850,000, and that it has to include the dog park, the MRRT, the land, playground, and shelter. She asked if they could put the shelter off for two years. Parks and Recreation Director Carlson responded that was something that they would need to speak to the County about. Councilmember Piekarski Krech asked if the County Board made the decision, if it has to go back before the County Board again. Parks and Recreation Director Carlson responded that he was unsure but would find out.

Councilmember Dietrich asked for the documentation from the County. Parks and Recreation Director Carlson responded that some information is included in the Council Packets. City Administrator Lynch responded that there is an application form that needs to be followed that he would get to Councilmember Dietrich.

Mayor Tourville asked to see the dollar amounts on the donations for the dog park at the next presentation. He stated that they should also start tracking donations for the inclusive playground.

Councilmember Piekarski Krech asked about the funding sources from the Sewer and Water Funds and if that was to move lines down there. Parks and Recreation Director Carlson responded yes.

Mayor Tourville asked for the dates for the bids. Parks and Recreation Carlson responded that the bids are due on Thursday, May 30th.

B. ADJOURN:

City Administrator Lynch stated that the Commission Appointment meeting is scheduled for Monday, May 20th. Applications are due this Friday. There will be new and returning applicants. An interviewing process will be conducted by the City Council. He stated that the City Council would meet in Council Chambers at 7:00 p.m. for the regular City Council meeting to proceed with the decision making on those appointments. Depending on the number of applicants, they anticipate a 7 to 10-minute interviewing period. Start time could be around 5:30 p.m. depending on the number of applicants.

Mayor Tourville stated that people that are currently on Commissions are still interviewed. Councilmember Dietrich asked how the interview process was conducted. Mayor Tourville responded that it is a very short interview. Applicants tell us why they want to be on the Commission, why they picked the Commission they did. Council can ask questions as can the applicants.

Councilmember Piekarski Krech asked when the Council would be receiving the staff's cultural assessment information. She asked if they could see the raw data. City Administrator Lynch responded that they just had their first listening session today, another one will be held next week. He stated that those sessions provide feedback and comments on the report. Suggested changes will be added to the report. He stated that he hopes to get the data to the Council the third week in May. There is no raw data. Councilmember Piekarski Krech asked if there were answers to questions they could see. City Administrator Lynch responded that there would be a summary and an overview, the Council would see the comments, but there are no attributed personal comments. Councilmember Piekarski Krech stated that there would be a line of comments and asked about it taking two weeks to see the results. She asked who was doing the report. City Administrator Lynch responded that the report needs to contain all the information from staff. The report is being done by a consultant. He stated that staff can choose to be a part of the listening sessions, they do not have to participate. He stated that today six people showed up to give comments and feedback. He stated that this is done with department heads and some city staff. He stated that today's conversation was about the work plan and if it reflected the comments that they made that needed to be worked on first.

Councilmember Piekarski Krech stated that the whole purpose of doing this was that it be anonymous. She commented that it is not anonymous if you are getting together in a group and having to say whether you agree or disagree. City Administrator Lynch responded that information is not going to be in the report. The comment or feedback is if the work plan reflects the priorities that they said they wanted to work on. He stated that the comments that were provided when the survey was taken are anonymous. Mayor Tourville asked City Administrator Lynch to provide an update on the process that is taking place and what they would be seeing in the next couple of weeks.

Mayor Tourville stated that due to Memorial Day, the City Council meeting will be taking place on Tuesday, May 28th.

Mayor Tourville stated that people came to tonight's City Council meeting regarding the dog park and commented that they are still on track for the opening on June 11th. Parks and Recreation Director Carlson agreed that the Grand Opening for the dog park would take place on Tuesday, June 11th from 5:00 to 7:00 p.m. weather permitting. If there is a cancellation, they will use the city website and social media sites to notify of a change. The rain date is for the following Thursday.

Councilmember Dietrich asked City Administrator Lynch about getting together quarterly with department heads and when that would take place. City Administrator Lynch responded that the EDA meeting is scheduled for May 13th, the department heads and City Council members would meet at about a 4:00 or 4:30 timeframe with the EDA meeting beginning at 5:30. The City Council meeting would begin at 7:00. Mayor Tourville asked if they have set the date for discussion beyond the EDA. City Administrator Lynch responded that they have not. He stated that they

would post it at 4:30. Councilmember Dietrich asked if he would email department heads and the Councilmembers. City Administrator Lynch responded yes.

Motion by Piekarski Krech second by Dietrich to set the meeting time of 4:30 at City Hall.

Ayes: 5
Nays: 0 Motion carried.

Mayor Tourville asked if the date for the interviews on the 20th had already been set. Councilmember Piekarski Krech responded that they set the date, not the time. She commented that the interviews are not an open meeting. City Administrator Lynch stated that they would know the numbers better on Friday, then they would bring forth a request to set the timeframe for the 20th, on the 13th.

Motion by Bartholomew second by Dietrich to adjourn the meeting at 7:47 p.m.

Ayes: 5
Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek.

INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MAY 13, 2019 - 8150 BARBARA AVENUE

1. CALL TO ORDER 2. ROLL CALL:
The City Council of Inver Grove Heights met in regular session on Monday, May 13, 2019, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m.
Present were: Council Members Piekarski Krech, Bartholomew, Perry, and Dietrich; City Administrator Lynch, City Attorney Kuntz, Police Chief Chiodo, Interim Police Chief Folmar, Patrol Officer Sharratt, City Engineer Kaldunski, City Planner Hunting, Associate City Planner Botten, and Public Works Director Thureen.

3. PRESENTATIONS:

A. Oath of Office/Swearing In of New Police Chief, Melissa Chiodo and New Patrol Officer, Andrew Sharratt.

Mayor Tourville began the Oath of Office/Swearing In for new Police Chief, Melissa Chiodo. Melissa's husband Richard had the honor of pinning on the Badge.

Newly appointed Police Chief Melissa Chiodo thanked the Mayor and the City Council for their confidence in giving her this position. She stated that she looks forward to working with everyone in the department and the city. In attendance this evening she thanked her parents, family members from both sides of her family, her husband Richard, her son and daughter, close friends, and mentors, for being present.
Photos were taken of the Police Chief and the City Council.

Interim Police Chief Sean Folmar introduced the newest member of the Inver Grove Heights Police Department, Officer Andrew Sharratt, for the Administration of the Law Enforcement Oath of Honor. He stated that Andrew grew up in Farmington where he attended and graduated from high school. He attended Metro State University graduating with an Associates Degree. He stated that Andrew served in both the Crystal and Wayzata Police Departments. He commented that since submitting the initial application, Andrew has been subjected to extensive testing, interviews, and a lengthy background investigation. After the background investigation an initial offer resulted in a psychological examination, medical evaluation, and pre-appointment drug testing. Passing all requirements established by the City of Inver Grove Heights, the Police Department, and the State of Minnesota, Andrew began his service as the newest Police Officer on February 27th, completed field training on May 8th, and is now working alone. He stated that the Oath of Honor is a public commitment to serve this community through the faithful discharge of their respective duties. He presented the newest member of the Inver Grove Heights Police Department for the Administration of the Law Enforcement Oath of Honor.

Mayor Tourville performed the Law Enforcement Oath of Honor to the newest member of the Inver Grove Heights Police Department, Officer Andrew Sharratt.
Photos were taken of Officer Andrew Sharratt with the City Council.

Interim Police Chief Folmar stated that Officer Andrew Sharratt's fiancée Paige would do the pinning of the Badge.

Mayor Tourville congratulated both Police Chief Chiodo and Patrol Officer Sharratt. He stated that their service and dedication to Inver Grove Heights is appreciated.

4. CONSENT AGENDA:

A. **i.** Minutes of April 22, 2019 City Council Meeting Minutes.
ii. Minutes of April 29, 2019 City Council Special Meeting Minutes.

B. Resolution 19-71 Approving Disbursements for Period Ending May 3, 2019.
C. Approval of Rental Housing License.
D. Consider a **Resolution 19-72** relating to a Major Site Plan Review to allow a parking deck over an existing parking lot for property located at 5500 Cenex Drive.
E. Consider a **Resolution 19-73** relating to a Comprehensive Plan Amendment to change the land use plan from RC, Regional Commercial to P/I, Public Institutional for property located at the corner of Concord Boulevard and Courthouse Boulevard.
F. Consider a **Resolution 19-74** relating to a Variance from front yard setbacks for a home addition and a Resolution relating to a Conditional Use Permit to exceed maximum impervious surface for property located at 7540 River Road.
G. Request approval of the Pay Application #6 for $777,765.00 to Jorgenson Construction for Project 2014-10 Fire Station #2 New Construction.
H. Consider Approval of Compensating Change Order for West Rink Project (City Project 2018-1722).
I. Consider **Resolution 19-75** Establishing an Emerald Ash Borer Control Zone.
J. Accept Professional Services Proposal from Bolton and Menk, Inc. for Windsor Ridge.
K. Consider **Resolution 19-76** Receiving Proposals and Awarding Contract for Blaine Avenue/Seidl's Lake Park Pedestrian Crossing Study – City Project No. 2019-03.
L. Consider **Resolution 19-77** Appointing Interim Deputy Clerk.
M. Consider Approval for the Stipulation and Assent to Registration and Assent to Registration – Marylin L. Murphy Application to Register Title to Certain Lands.
N. Consider **Resolution 19-78** Authorizing Submittal of a Host Community Grant Program Application to the Minnesota Department of Employment & Economic Development (DEED)
O. Consider Approval of the Full-Time Fire Inspector Job Descriptions.
P. Personnel Actions.

Councilmember Dietrich requested pulling Agenda Item 4J.

Councilmember Perry requested pulling Agenda Item 4L.

Mayor Tourville requested a brief overview of what is taking place with Agenda Item 4D.

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

Ayes: 5
Nays: 0 Motion carried.

Councilmember Dietrich stated that she had questions about Agenda Item 4J, Accept Professional Services Proposal from Bolton and Menk, Inc. for Windsor Ridge. She asked why the developer is not paying the fees.

City Engineer Tom Kaldunski responded that they have a written agreement in the form of the email from the developer stating that he would be paying all of those costs. He stated that they would do this as a pass through. The city has to approve the proposal, but the developer will pay for the costs.

Councilmember Dietrich asked why the Commission tabled this item and that it came before the City Council before the Commission has had a chance to weigh in.

City Engineer Kaldunski responded that it is before the City Council due to a set timeframe for engineering reviews. Those applications came in April. He stated that he was unavailable at that time and was unable to get it on the Agenda. He commented that the engineering review has been done and the Planning Commission has read the engineering comments as they were a part of the discussion when it was chosen to table the item at their last meeting. He stated that they are working on bringing that item back to the next Planning Commission meeting.

Councilmember Dietrich asked why there was not a 100-year flood study done, which is customary.

City Engineer Kaldunski responded that Windsor Ridge is a development in the northwest area. There is a stormwater model of the entire area that establishes the 100-year flood plain elevations. He stated that this did not need an additional study done as there was a model done in August 2018. He stated that this project has three consultants, EOR, Barr, and Wenk, that have done stormwater reviews in the northwest area. He stated that in this case the developer chose Barr Engineering to do the work. The city did not need to have as much review because the developer hired them directly. He stated that more information will be addressed at the next Planning Commission meeting.

Councilmember Dietrich asked if it was customary for residential development if there has already been a study done and to not have to pay for a 100-year study themselves.

City Engineer Kaldunski responded the city does that on almost every development project in the northwest area where there are large developments. This ensures that if the developer has their own engineer to do the study, they may not be as familiar with the standards in the area. He stated that they have traditionally used one of the three consultants mentioned earlier to make sure they are following the city's standards.

Councilmember Dietrich asked why the city's own engineering does not do that study and goes to a third party.

City Engineer Kaldunski responded that it is a detailed computer model. The three consultants have the expertise and the city program has a different modeling system. He stated that this is a busy year for the engineering division with a lot of projects going on with two people out due to medical issues.

Motion by Piekarski Krech second by Perry to approve Agenda Item 4J to Accept Professional Services Proposal from Bolton and Menk, Inc. for Windsor Ridge.

Ayes: 5
Nays: 0 Motion carried.

Councilmember Perry discussed Agenda Item 4L to Consider Resolution Appointing Interim Deputy Clerk and asked City Administrator Lynch, as he has a number of direct reports and would be taking on this full position himself, or if there was someone else they could appoint to the position of Deputy Clerk.

City Administrator Lynch responded that he could designate individuals. Legally they have to have someone for signature purposes. He stated that it needs to be a designated City Clerk or Deputy Clerk, and is the reason he was designated for signature purposes.

Motion by Bartholomew second by Piekarski Krech to approve Agenda Item 4L to Consider Resolution Appointing Interim Deputy Clerk.

Ayes: 5
Nays: 0 Motion carried.

City Planner Allan Hunting discussed Agenda Item 4D to Consider a Resolution relating to a Major Site Plan Review to allow a parking deck over an existing parking lot for property located at 5500 Cenex Drive. He stated that CHS Headquarters has had an issue with shortage of parking. CHS is proposing to do a one level parking deck over half of the main parking lot in front of the building. Illustrations were shown of the proposed parking deck. He stated that they were hoping to begin soon and are working on getting interim off-site parking areas for employees while the work is being done. They hope to finish up in December or spring of 2020.

Motion by Perry second by Piekarski Krech to approve Agenda Item 4D Consider a Resolution relating to a Major Site Plan Review to allow a parking deck over an existing parking lot for property located at 5500 Cenex Drive. Resolution 19-72.

Ayes: 5
Nays: 0 Motion carried.

5. PUBLIC COMMENT:

There were no public comments.

6. PUBLIC HEARING:

A. Assessment Hearing for City Project No. 2015-03 (65th Street Roadway and Drainage Improvements).

Public Works Director Scott Thureen requested that the City Council accept two handouts as a part of the record.

Motion by Piekarski Krech second by Dietrich to accept two items from the Engineering Department as a part of the record.

Ayes: 5
Nays: 0 Motion carried.

Public Works Director Thureen discussed the project they are considering special assessments for construction of 65th Street from Trunk Highway 3, west to the eastern right of way line for future Argenta Trail. It would be constructed as a community collector with a thru lane in each direction and a center left turn lane. He stated that as a community collector it is the highest street in the city street system in terms of ability to handle volume. He discussed the following estimated costs and funding sources:

- Total Estimated Cost $2,748,420
- Proposed Funding Sources:
  - Municipal State Aid Funds $1,537,623
  - NWA Storm Water Fund $154,620
  - NWA Water Fund $94,232
  - Special Assessments $961,945
    - **Total: $2,748,420**

He stated that there is grading work being done with the contractor who installed the last segment of trunk water main that can be assigned to the water main project.

He stated that the amount equates to 35% of the estimated total project cost. The assessment policy was discussed a few years ago for developing the collector streets system in the city. A majority of them remain to be done in the northwest area. He stated that the long-term policy called for 100% of the costs to be assessed to the properties. That was not sustainable. He stated that a trunk line is larger and carries loads from other neighborhoods already in place. The benefitting property pays for the lateral cost and oversizing to serve other parts of the city, which would be a city cost. He stated that this is flipped. A two-lane street would be a benefit to the abutting properties and the larger width to make it a collector should be a city-wide cost. He stated that looking at the cost per lot, it made sense in this case to reverse that, making it 35%.

He stated that one email asks to consider delaying the assessment hearing until the final project costs come in and then hold the assessment hearing, reflecting more accurate numbers.

He stated that the second email came from Lennar stating they are agreeing to pay for the assessments for all of the lots in the two subdivisions including those that were sold and have new owners. Lennar would prefer that come to resolution sooner rather than later. There are 123 lots. He stated that they have a contract, which would be discussed later in the Agenda, and if moving forward with the assessments, the bids were good compared to the estimates. He stated his concern was that there were still overhead/soft costs. He stated there is a 10% contingency for construction and 28% of the original estimate for soft costs, such as engineering design and field work. He stated that there are right of way and easement costs they are unaware of. There is eminent domain with one of the property owners and they have begun the process for the group that Mr. Foster is a member of, the property that they control. This leaves uncertainty of the actual costs of the right of way for the project and could take months to over a year to settle. He stated that the city is carrying those costs in the interim and there is a developer who is willing to take care of the assessments and do it sooner rather than later. He stated that if the costs come in it could mean that instead of being 35% it moves up to 37% or 38%. He commented that it is still a very good deal for the properties adjacent to the project.

He stated that when the project began it was intended to be one project on Highway 3 to reach safety standards to get the 65th Street connection. The cost of the work on Trunk Highway 3 turned out large so they split the road project into two parts. Trunk Highway 3 is currently finishing up. Sixty fifth Street is what they are considering the assessment hearing for. He stated that this allows other funding sources to be opened up. He stated that the trunk watermain from the northwest area was brought into the project and that they would be able to move the grading costs to the northwest area water fund.

He stated that with 65th Street, he worked with the City Attorney about the collector street assessment policy and how to spread the costs to adjacent properties for this project. He stated there are five different groupings of parcels. He stated they came up with an equivalent single-family lot basis for all of them. Blackstone Ridge has 79 lots in that plat, Windwood 2nd Addition has 44 lots, one large lot belonging to the Dalsin's has unique conditions. The lots to the north are owned by the group known as Ace in the Hole Real Estate LLC, and four parcels are controlled by Sourceland Capital, those are in the Windsor Ridge Subdivision plat. He stated that they looked at all of the developments that occurred for single family residential in the northwest area to date to come up with the average number of single family lots per gross area, which was 2.12 lots per acre. Applied over an area came up to 57 lots, the larger parcel came up with 50 lots, if another portion was subdivided it gives a total of 231 single family residential lots. Divided into $946,000 comes up with a per lot assessment of $4,164.26.

He stated that the original land owner included a partial payment toward future assessments. The amount has been held and applied to the 79 lots, reducing the assessment down to $2,270.78 per lot. The lots in the Windwood 2nd Addition are subject to a waiver assessment appeal agreement up to an amount of $5,273. This means they would not be able to appeal an assessment less than that amount. He stated these are moot points now due to the email that they have just received.

Councilmember Bartholomew asked to see where the Lennar lots were located.

Public Works Director Thureen displayed the map with the location and responded that the 79 lots are a part of Blackstone Ridge. There are 44 lots in the Windwood 2nd Addition.

Public Works Director Thureen stated they had a neighborhood information meeting on May 2nd. Four individuals representing three of the properties attended. The meeting discussed project description, explanation of assessment amounts, the process of assessments with the ability to object and appeal, and the payment options for special assessments. He stated the amounts are based on the spread for the parcels and would recommend a 10-year term and an interest rate of 5.15%. The interest rate was determined by what the last bond issue was at the time with 2% added to it. He stated this provides a provision for those lots that were sold to new homeowners to defer accrual of interest until January 1, 2020.

He stated that there is one unique property owned by a member of the ownership group Ace in the Hole, located in Green Acres. Assessments wouldn't be collected until it was sold. He stated they could have a discussion about potential options for deferral of assessments. He stated he would have discussions with the owners of Green Acres.

Mayor Tourville summarized stating it would be best for the Council to look at the resolution and get started so they can let Lennar know what is going on. He stated they should also let those from Ace in the Hole know that there are things that needed to be worked out.

Public Works Director Thureen agreed. He stated that if they were to wait, he wasn't sure if they would have the total construction costs as they do not know how the eminent domain process would go due to the right of way.

Motion by Piekarski Krech second by Perry to close the Public Hearing at 7:44PM.

Ayes: 5
Nays: 0 Motion carried.

Motion by Bartholomew second by Dietrich to approve the Resolution for Assessment Hearing for City Project No. 2015-03 (65th Street Roadway and Drainage Improvements).

Ayes: 5
Nays: 0 Motion carried.

Mayor Tourville asked Public Works Director Thureen to summarize the meeting for Mr. Foster and get him the information.

7. <u>REGULAR AGENDA</u>:

ADMINISTRATION:

A. Accept and approve Comprehensive Annual Financial Report (CAFR), Management Letter and Other Require Report for the year ending on December 31, 2018.

City Administrator Lynch stated that Brad Falteysek from Abdo, Eick, and Meyers, is present this evening to give the final version of the Comprehensive Annual Financial Report (CAFR).

Brad Falteysek, Abdo, Eick, and Meyers stated that he presented last week at the City Council's Work Session and has a shortened version of the presentation. He discussed the following points:

- <u>The Auditor's Opinion</u>. They are issuing an unmodified or clean opinion on the financial statement. The State Auditor requires that they go through a series of checklists to make sure Statutes are followed as a part of the financial statement audit. He stated that they did not find any instances of non-compliance around the State Statutes. This gets a clean opinion.
- <u>General Fund – Fund Balances</u>. A chart with General Fund results was displayed. He stated that the top line represents the budgeted expenditures. The blue line represents the fund balance at the end of the depicted years. The grey line represents the fund balance policy. He stated that the fund balance policy has a minimum reserve of 40% based on the following years budgeted expenditures. This has been maintained over the last five years and is being managed according to the policy.
- <u>General Fund Budget to Actual</u>. Revenues were $700,000 more than what was budgeted for the year. This was due to development and building activity. This line item is still being budgeted conservatively based on the past number of years. This was about $400,000 over what was

budgeted. Compared to 2017, it was $150,000 more than what was received. He stated that building activity is increasing, which is a good sign.

- General Fund Revenues by Type. This is where the revenue fund operates the general operating activities. Taxes make up the majority of the revenues to support the general fund operations at about 85%, which is a common percentage. Inver Grove Heights does not receive local Government Aid. Most of the general fund revenue comes from tax levies.
- General Fund Expenditures by Type. With a $20 million-dollar budget, Public Safety (Police and Fire) make up half of the total budget for the general fund. This is followed by public works, general government, and other funds to support projects.
- Special Revenue Fund Balances. There are five. These funds have a restricted or committed revenue source. If it is restricted by an outside party it has to be spent on a specific purpose. He stated that the Community Center fund has a deficit of $1.8 million. $550,000 of that is receivable from the City of Rosemount. Future funding sources need to be looked into to make up the rest of that deficit. He stated that new this year is the Franchise Fee, an electric and gas franchise that was added in 2018. $1.02 million dollars is in that fund. He stated that this supports pavement management going forward.

Councilmember Bartholomew asked if there was a comment in the CAFR that is designated to pavement management as a policy.

Mr. Falteysek responded that it is committed.

Mr. Falteysek continued the presentation as follows:

- Debt Service Funds. This includes the improvement bonds funds, the cash balance, total assets, and total bonds outstanding. This does not include any bonds associated with water and sewer funds. Total assets in the improvement bonds are at about $5 billion dollars with $32 million dollars outstanding due to levying annually. He stated there is $2.5 million dollars in debt service requirements for the next five years. He stated the city will be generating enough revenue sources to support the debt service requirements.
- Capital Projects Fund Balances. These are the ongoing projects in the city. There are restricted revenue sources which could be if bonds were issued to support a specific project and you haven't spent all those bond proceeds yet. Those would be restricted funds or for State Aid dollars for projects. Other funds include funds assigned for projects.
- Internal Service Funds. These are funds that charge other departments within the city for central costs. For example, central equipment cash, risk management, and compensated absences fund. All these funds are charging other departments to collect funds to support centralized functions. He stated that this fund has stayed steady. In 2018, $1.3 million dollars in capital were spent.
- Water Fund. These include operating receipts, and if the city is generating enough operating receipts to meet 100% of the debt service requirements plus six months of the operating disbursements for the following year. He stated the operating receipts are meeting the criteria put in place. He stated the cash balance has been declining for the last four years, ending this year at $7.7 million dollars. He stated the target balance is the red line depicted on the chart and shows what they wouldn't want to see the operating cash go below. Anything above that red line is reserves for capital type needs.

Councilmember Bartholomew asked when looking at the reserves, and knowing the minimum target, if they test the difference for reasonability. He commented they went from $11 million dollars down to $7 million dollars and asked if it was a concern. He stated he would look at the decline in cash and if it was reasonable to have that much cash, or if they were missing the target somewhere.

Mr. Falteysek responded they do not test it. He stated if discussions were had it would have to be around budget time. He stated the only item he looks at is if it's trending down, or if it would level off at some point.

Mr. Falteysek discussed the following:

- Sewer Fund. Operating receipts haven't met the operating disbursements plus the debt service requirements. He stated around budget time the city could discuss whether this is a concern or not. The cash has been declining and is closer to the red line than the water fund was. He stated it would be good to discuss where this fund would be going in the future.
- Golf Couse Fund. There was a spike in 2018 with the three-year promotion period. The receipts jumped up in 2018 as well as the cash at the end of the year. He stated of the cash, there is $400,000 related to revenue for the next two years.
- Cash and Investments Balances by Fund Type. This is total cash within the city. In 2016 there was $72 million dollars in cash, in 2018 there is about $79 million dollars in cash. The cash reserves have been steadily increasing. He stated with additional projects; the steady increase is a good thing going forward.

Mr. Falteysek thanked the City Administrator and the Interim Finance Director for all of their help during the audit process.

Motion by Piekarski Krech second by Bartholomew to Accept and approve Comprehensive Annual Financial Report (CAFR), Management Letter and Other Require Report for the year ending on December 31, 2018.

Ayes: 5
Nays: 0 Motion carried.

B. Consider application for a chicken license on property located at 3321 68th Street E.

City Administrator Lynch stated this application is from Megan Quigley to keep five chickens at 3321 68th Street East. He commented that if there are no complaints received, these are typically Consent Agenda items, but there was a complaint about the application. He stated there was no written correspondence from the complainant, just that they objected.

Megan Quigley, 3321 68th Street East, stated she is the owner of the property and the applicant. She stated she spoke to the neighbor briefly before she knew that he had objected. She asked what the neighbors' thoughts were and his response was that he just didn't care for chickens. Nothing more specific was given. She stated the neighbor was not aware of where they would be placing the chickens before they applied. She commented that they would not be in direct view of his deck. She stated that she has not had any further discussions with him.

Councilmember Piekarski Krech asked if Ms. Cook (Rental and Code Compliance) had reached out to the neighbor to find out what the objection was.

City Administrator Lynch responded yes. He stated that no correspondence has been received.

Ms. Quigley stated if anything were to arise, she was willing to compromise and make changes.

Mayor Tourville stated under the Ordinance, if there are issues, Ms. Quigley would have to come back before the City Council. He stated the possibility of having the chickens could be lost.

Motion by Piekarski Krech second by Dietrich to approve to Consider application for a chicken license on property located at 3321 68th Street East.

Mayor Tourville suggested Ms. Quigley have a discussion with the neighbor and address his concerns and questions as soon as possible before she begins.

Councilmember Piekarski Krech commented that it has to be five hens, no roosters.

Ms. Quigley agreed that it would be hens.

Ayes: 5
Nays: 0 Motion carried.

PUBLIC WORKS:

C. Consider Resolution Awarding Contract to Danner, Inc. for the 2019 Improvement Program, City Project No. 2015-03 – 65th Street Roadway and Drainage Improvements 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 19-79.

City Engineer Kaldunski stated that Agenda Item is about awarding a contract for the project that would build 65th Street from Highway 3 to the future Argenta Trail on the west side of Blackstone Ridge. There were 11 competitive bids. He stated the bid came in for $1.74 million dollars when $2.6 million dollars was what was estimated. He stated the recommendation is to award a contract to Danner Construction for their base bid to build 65th Street from Highway 3 west and to complete the loop of the water main on 65th Street from Agate Trail to the western side of Blackstone Ridge. He stated funding comes from various sources. There are State Aid dollars, water fund dollars, and other items identified in the memo. He recommended that the Council award the contract.

Motion by Bartholomew second by Perry to approve to Consider Resolution 19-79 Awarding Contract to Danner, Inc. for the 2019 Improvement Program, City Project No. 2015-03 – 65th Street Roadway and Drainage Improvements and City Project No.2018-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane.

Ayes: 5
Nays: 0 Motion carried.

D. Consider Resolution Accepting Proposal for Professional Engineering Services for City Project No. 2018-03 – NWA Trunk Watermain Improvements (65th Street Loop) Agate Trail to Blackstone Ridge and City Project No. 2015-03 – 65th Street Roadway and Drainage Improvements. Resolution 19-80.

City Engineer Kaldunski stated this item is for the acceptance of a proposal from WSB to do construction services, some of the inspections, material testing, and to make sure that all State Aid requirements are met on the project. The proposal is just under $240,000. Work will be supplemented by a city staff inspector. He stated they are looking to get the project into construction in the upcoming weeks and recommends that WSB, who is familiar with the area and other projects in the area, and the proposal for construction services be accepted and approved by the City Council.

Motion by Piekarski Krech second by Perry to approve to Consider Resolution 19-80 Accepting Proposal for Professional Engineering Services for City Project No. 2018-03 – NWA Trunk Watermain Improvements (65th Street Loop) Agate Trail to Blackstone Ridge and City Project No. 2015-03 – 65th Street Roadway and Drainage Improvements.

Ayes: 5
Nays: 0 Motion carried.

8. <u>EXECUTIVE SESSION:</u>

Pursuant to Minn. Stat. § 13D.05, Subd. 2(b) an Executive and closed-door session for preliminary consideration of allegations against City Clerk Michelle Tesser.

City Attorney Tim Kuntz stated that Minn. Stat. § 13D.05, Subd. 2(b), allows the City Council to meet in an executive and closed-door session for preliminary consideration of allegations against an employee subject to the Council's authority. He stated that in this case the allegation was against City Clerk Michelle Tesser. He stated that he is asking that the Council make a Motion to go into an executive closed-door session for preliminary consideration of those allegations pursuant to the Statute cited.

9. MAYOR & COUNCIL COMMENTS:

City Administrator Lynch stated that Commission appointments take place on Monday. The schedule will be given out as soon as it is arranged. He stated that there are a smaller number of applicants and reappointments. At the conclusion of the interviews, there will be a public meeting to make those appointments.

10. ADJOURN:

Motion by Piekarski Krech second by Perry to adjourn the meeting and go into an executive and closed-door session at 8:12 p.m.

Mayor Tourville stated that this item will be the only item discussed during the Executive Session.

Ayes: 5
Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek.

AGENDA ITEM _____4B_____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	May 28, 2019		**Fiscal/FTE Impact:**
Item Type:	Consent	☐	None
Contact:	Shannon Battles 651-450-2488	X	Amount included in current budget
Prepared by:	Bill Schroepfer, Accountant	☐	Budget amendment requested
Reviewed by:	N/A	☐	FTE included in current complement
		☐	New FTE requested – N/A
		☐	Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of May 8, 2019 to May 21, 2019.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending May 21, 2019. The detail of these disbursements is attached to this memo.

General & Special Revenue	$384,089.41
Debt Service & Capital Projects	851,794.88
Enterprise & Internal Service	701,769.67
Escrows	857.05
Grand Total for All Funds	$1,938,511.01

If you have any questions about any of the disbursements on the list, please call Shannon Battles, Interim Finance Director at 651-450-2488.

Attached to this summary for your action is a resolution approving the disbursements for the period May 8, 2019 to May 21, 2019 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING May 21, 2019

WHEREAS, a list of disbursements for the period ending May 21, 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	$384,089.41
Debt Service & Capital Projects	851,794.88
Enterprise & Internal Service	701,769.67
Escrows	857.05
Grand Total for All Funds	$1,938,511.01

Adopted by the City Council of Inver Grove Heights this 28th day of May, 2019.

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Interim Deputy Clerk

City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 05/08/2019 - 05/21/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AFSCME COUNCIL 5	INV0086498	05/10/2019	UNION DUES (AFSCME FULL SI	101.203.2031000	953.42
AFSCME COUNCIL 5	INV0086499	05/10/2019	UNION DUES (AFSCME FULL SI	101.203.2031000	75.28
ASPEN MILLS	78198	05/14/2019	55077IGHPD	101.42.4000.421.60045	119.90
ASPEN MILLS	78199	05/14/2019	55077IGHPD	101.42.4000.421.60045	157.98
ASPEN MILLS	78200	05/14/2019	55077IGHPD	101.42.4000.421.60045	157.98
ASPEN MILLS	78202	05/14/2019	4/29/19	101.42.4000.421.60045	157.98
ASPEN MILLS	78203	05/14/2019	55077IGHPD	101.42.4000.421.60045	157.98
ASPEN MILLS	78205	05/14/2019	55077IGHPD	101.42.4000.421.60045	177.98
ASPEN MILLS	78208	05/14/2019	55077IGHPD	101.42.4000.421.60045	157.98
ASPEN MILLS	78209	05/14/2019	55077IGHPD	101.42.4000.421.60045	157.98
ASPEN MILLS	236302	05/14/2019	55077IGHPD	101.42.4000.421.60045	197.81
ASPEN MILLS	236654	05/13/2019	55077IGHPD	101.42.4000.421.60045	223.71
ASPEN MILLS	236742	05/14/2019	55077IGHPD	101.42.4000.421.60045	33.70
ASPEN MILLS	237001	05/21/2019	55077IGHPD	101.42.4000.421.60045	124.85
ASPEN MILLS	237002	05/21/2019	55077IGHPD	101.42.4000.421.60045	898.94
BJORKLUND COMPENSATION CONSULTING, LL(	00004040	05/21/2019	5/9/19	101.42.4200.423.30700	145.00
BLACKTOP PROS, LLC	19-009	05/21/2019	4/19/19	101.43.5200.443.40046	2,550.00
BLACKTOP PROS, LLC	19-010	05/21/2019	4/25/19	101.43.5200.443.40046	10,625.00
BLACKTOP PROS, LLC	19-07	05/21/2019	19-07	101.44.6000.451.40046	7,450.00
BLACKTOP PROS, LLC	19-011	05/21/2019	5/3/19	101.43.5200.443.40046	5,525.00
COLLINS ELECTRICAL CONST.	1931315.01	05/21/2019	4/25/19	101.43.5200.443.40046	650.50
COMCAST	5/5/19 8772 10 591 035	05/21/2019	8772 10 591 0359526	101.42.4200.423.30700	10.52
CULLIGAN	4/30/19 157-98459100-(	05/14/2019	157-98459100-6	101.42.4200.423.60065	139.18
CULLIGAN	4/30/19 157-98459118-8	05/14/2019	157-98459118-8	101.42.4200.423.60065	41.95
DAKOTA CTY FINANCIAL SVCS	00035112	05/21/2019	APRIL 2016	101.42.4000.421.70501	1,563.11
DAKOTA CTY FINANCIAL SVCS	00035112	05/21/2019	APRIL 2016	101.42.4200.423.30700	1,703.09
DAKOTA CTY FINANCIAL SVCS	00035112	05/21/2019	APRIL 2016	101.43.5200.443.30700	46.66
EFTPS	INV0086523	05/10/2019	FEDERAL WITHHOLDING	101.203.2030200	49,724.94
EFTPS	INV0086525	05/10/2019	MEDICARE WITHHOLDING	101.203.2030500	14,372.78
EFTPS	INV0086526	05/10/2019	SOCIAL SECURITY WITHHOLDI	101.203.2030400	41,229.06
EMC	55487	05/21/2019	INVERG	101.42.4200.423.40042	1,423.80
EMERGENCY RESPONSE SOLUTIONS	13082	05/14/2019	5/3/19	101.42.4200.423.30700	125.00
EYEMED	163881644	05/14/2019	MAY 2019	101.203.2032700	218.81
FIRST IMPRESSION GROUP, THE	87993	05/21/2019	3022	101.44.6000.451.50025	292.38
FORESTRY SUPPLIERS INC.	520690-00	05/21/2019	1225185	101.43.5200.443.60016	281.12
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0086503	05/10/2019	HSA ELECTION-FAMILY	101.203.2032500	2,903.92
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0086504	05/10/2019	HSA ELECTION-SINGLE	101.203.2032500	4,596.32
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	101.41.1100.413.30550	41.13
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	101.41.2000.415.30550	86.23
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	101.42.4000.421.30550	275.06
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	101.42.4200.423.30550	21.70
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	101.43.5000.441.30550	12.95
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	101.43.5100.442.30550	54.77
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	101.43.5200.443.30550	39.20
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	101.44.6000.451.30550	50.18
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	101.45.3000.419.30550	6.65
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	101.45.3200.419.30550	21.42
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	101.45.3300.419.30550	37.10
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	101.41.1100.413.30550	40.58
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	101.41.2000.415.30550	83.62
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	101.42.4000.421.30550	273.45
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	101.42.4200.423.30550	21.70
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	101.43.5000.441.30550	12.95
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	101.43.5100.442.30550	54.24
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	101.43.5200.443.30550	39.20
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	101.44.6000.451.30550	49.78
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	101.45.3000.419.30550	6.65
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	101.45.3200.419.30550	20.88
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	101.45.3300.419.30550	29.40
GENESIS EMPLOYEE BENEFITS, INC	IN1511586	05/21/2019	4/1/19-4/30/19	101.42.4000.421.30550	149.00
GUARDIAN SUPPLY, LLC	4225	05/14/2019	5/1/19	101.42.4200.423.60045	14.99
HAWK LABELING SYSTEMS	210906	05/14/2019	32291	101.42.4200.423.40044	108.35
ICMA RETIREMENT TRUST - 457	INV0086497	05/10/2019	457 - ROTH AGE 50+	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0086505	05/10/2019	ICMA-AGE <49 %	101.203.2031400	7,188.81
ICMA RETIREMENT TRUST - 457	INV0086506	05/10/2019	ICMA-AGE <49	101.203.2031400	4,535.00
ICMA RETIREMENT TRUST - 457	INV0086507	05/10/2019	ICMA-AGE 50+ %	101.203.2031400	479.48
ICMA RETIREMENT TRUST - 457	INV0086508	05/10/2019	ICMA-AGE 50+	101.203.2031400	4,764.79

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0086509	05/10/2019	ICMA (EMPLOYER SHARE ADM	101.203.2031400	88.57
ICMA RETIREMENT TRUST - 457	INV0086519	05/10/2019	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,976.52
ICMA RETIREMENT TRUST - 457	INV0086520	05/10/2019	ROTH IRA (AGE 50 & OVER)	101.203.2032400	820.00
ICMA RETIREMENT TRUST - 457	INV0086521	05/10/2019	ROTH-AGE <49 %	101.203.2032400	39.74
IGH FIRE RELIEF ASSN	4/28/19	05/14/2019	SBR REIMBURSEMENT	101.42.4200.423.20500	2,000.00
INNOVATIVE OFFICE SOLUTIONS	SUM-046996	05/14/2019	S28777	101.45.3300.419.50030	608.84
INNOVATIVE OFFICE SOLUTIONS	SUM-046996	05/14/2019	S28777	101.45.3300.419.60040	293.63
IUOE	INV0086510	05/10/2019	UNION DUES IUOE	101.203.2031000	1,143.42
LANGUAGE LINE SERVICES	4560738	05/14/2019	9020909043	101.42.4000.421.50020	87.38
LAURENTINA DEJONG	2080	05/21/2019	4/30/19	101.44.6000.451.30700	998.56
LELS	INV0086511	05/10/2019	UNION DUES (LELS)	101.203.2031000	1,680.00
LELS SERGEANTS	INV0086522	05/10/2019	UNION DUES (LELS SGT)	101.203.2031000	306.00
LEVANDER, GILLEN & MILLER P.A.	4/30/19 92000E	05/21/2019	92000E	101.42.4000.421.30410	18,598.52
LIFE SUPPORT INNOVATION	1665	05/14/2019	3/15/19	101.42.4200.423.60065	1,527.10
LILLIE SUBURBAN NEWSPAPERS	4/30/2019 001363	05/21/2019	Advertising/Publishing	101.41.1100.413.50025	1,081.00
LILLIE SUBURBAN NEWSPAPERS	4/30/2019 001363	05/21/2019	Advertising/Publishing	101.43.5100.442.50025	388.13
LILLIE SUBURBAN NEWSPAPERS	4/30/2019 001363	05/21/2019	Advertising/Publishing	101.44.6000.451.50025	23.00
LOCAL GOVERNMENT INFORMATION SYSTEM (L	46965	05/14/2019	106325	101.42.4000.421.70501	1,923.00
LOCAL GOVERNMENT INFORMATION SYSTEM (L	46974	05/14/2019	111541	101.42.4200.423.30700	469.00
MARTIN-MCALLISTER	12371	05/14/2019	INV004	101.42.4000.421.30700	500.00
METROPOLITAN COUNCIL	MAY 2019	05/21/2019	MAY 2019	101.41.0000.3414000	(223.65)
MINNEAPOLIS OXYGEN CO.	00041573	05/21/2019	01910	101.42.4200.423.30700	88.20
MINNEAPOLIS OXYGEN CO.	00041574	05/21/2019	01915	101.42.4200.423.30700	69.30
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0086501	05/10/2019	JOEL JACKSON FEIN/TAXPAYE	101.203.2032100	306.89
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0086502	05/10/2019	JOHN VERDEJA FEIN/TAXPAYE	101.203.2032100	158.74
MN DEPT OF REVENUE	INV0086512	05/10/2019	LEVY - ANDREW BRAVO	101.203.2031900	77.11
MN DEPT OF REVENUE	INV0086524	05/10/2019	STATE WITHHOLDING	101.203.2030300	23,181.99
MN FIRE SERVICE CERT BOARD	6629	05/21/2019	5/9/19	101.42.4200.423.50080	700.00
OXYGEN SERVICE COMPANY, INC	03435167	05/14/2019	04394	101.42.4000.421.60065	47.64
PERA	INV0086513	05/10/2019	PERA COORDINATED PLAN	101.203.2030600	40,192.06
PERA	INV0086514	05/10/2019	EMPLOYER SHARE (EXTRA PEI	101.203.2030600	3,091.72
PERA	INV0086515	05/10/2019	PERA DEFINED PLAN	101.203.2030600	53.46
PERA	INV0086516	05/10/2019	EMPLOYER SHARE (PERA DEF	101.203.2030600	53.46
PERA	INV0086517	05/10/2019	PERA POLICE & FIRE PLAN	101.203.2030600	18,210.10
PERA	INV0086518	05/10/2019	EMPLOYER SHARE (POLICE & I	101.203.2030600	27,315.17
PINE BEND PAVING, INC.	19-134	05/21/2019	4/5/19	101.43.5200.443.60016	726.08
PINE BEND PAVING, INC.	19-169	05/21/2019	4/30/19	101.43.5200.443.60016	580.65
PINE BEND PAVING, INC.	19-9005	05/21/2019	4/30/19	101.43.5200.443.40046	12,718.16
PINE BEND PAVING, INC.	19-9006	05/21/2019	5/1/19	101.43.5200.443.40046	4,400.53
PRECISE MRM	IN200-1020872	05/21/2019	000208	101.43.5200.443.30700	284.20
PRECISION BUILDERS	266943	05/21/2019	REFUND - CACNELLED LICENS	101.45.0000.3219500	50.00
RCM SPECIALTIES, INC.	6992	05/21/2019	5/7/19	101.43.5200.443.40046	10,050.00
RCM SPECIALTIES, INC.	6993	05/21/2019	5/7/19	101.43.5200.443.40046	3,350.00
SAFE-FAST, INC.	INV214315	05/21/2019	INVERGRV01	101.43.5200.443.60016	1,110.00
SENSIBLE LAND USE COALITION	200004496	05/21/2019	5/15/19	101.45.3200.419.50080	96.00
SENSIBLE LAND USE COALITION	200004497	05/21/2019	5/15/19	101.45.3000.419.50080	48.00
SIGNWAREHOUSE, INC.	D73106	05/21/2019	72023	101.43.5200.443.60016	424.76
SOUTH ST PAUL, CITY OF	1/24/19-4/22/19	05/14/2019	UTILITY BILLING 1/24/19-4/22/19	101.207.2070900	41.64
STREICHER'S	I1367996	05/21/2019	285	101.42.4000.421.60018	2,392.70
TACTICAL SOLUTIONS	7210	05/14/2019	4/12/19	101.42.4000.421.60018	482.00
TEXAS STATE DISBURSEMENT UNIT	INV0086500	05/10/2019	ANDREW BRAVO FEIN/TAXPAY	101.203.2032100	401.13
UNIFIRST CORPORATION	090 0480006	05/21/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0480006	05/21/2019	1051948	101.44.6000.451.60045	24.53
UNIFIRST CORPORATION	090 0481333	05/21/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0481333	05/21/2019	1051948	101.44.6000.451.60045	24.53
UNITED STATES TREASURY	5/10/19	05/21/2019	ANDREW BRAVO - LEVY PROC	101.203.2031900	125.00
WAKOTA MUTUAL FIREMANS AID ASSOC	2017 MUTUAL AID	05/21/2019	UNPAID 2017 MUTUAL AID	101.42.4200.423.50070	50.00
Fund: 101 - GENERAL FUND					**353,362.36**
LIME VALLEY ADVERTISING, INC.	19014.03	05/21/2019	4/26/19	201.44.1600.465.50025	189.00
ST PAUL ARENA COMPANY, LLC	SPAC0002871	05/14/2019	MARCH 2019	201.44.1600.465.50025	200.00
ST PAUL ARENA COMPANY, LLC	SPAC0002877	05/14/2019	APRIL 2019	201.44.1600.465.50025	200.00
STACY ANN BROOKS	230	05/21/2019	APRIL BLOG POSTS	201.44.1600.465.50025	195.00
STACY ANN BROOKS	246	05/21/2019	MAY BLOG POSTS	201.44.1600.465.50025	195.00
Fund: 201 - C.V.B. FUND					**979.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FIRST IMPRESSION GROUP, THE	87993	05/21/2019	3022	204.44.6100.452.50025	5,116.56
FIRST IMPRESSION GROUP, THE	87993	05/21/2019	3022	204.44.6100.452.50035	142.63
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	204.44.6100.452.30550	12.45
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	204.44.6100.452.30550	22.60
IGH SENIOR CLUB	5/2/19	05/21/2019	APRIL 2019	204.227.2271000	456.00
INNOVATIVE OFFICE SOLUTIONS	SUM-046996	05/14/2019	S28777	204.44.6100.452.60009	32.46
MN SPORTS FEDERATION	5/10/19	05/21/2019	5/10/19	204.44.6100.452.50070	225.00
MN SPORTS FEDERATION	5/10/19	05/21/2019	5/10/19	204.44.6100.452.60009	719.84
Fund: 204 - RECREATION FUND					**6,727.54**
AEP ONSITE PARTNERS, LLC	419-21185629	05/21/2019	5/6/19	205.44.6200.453.40020	3,831.96
AEP ONSITE PARTNERS, LLC	419-21185629	05/21/2019	5/6/19	205.44.6200.453.40020	3,883.10
FIRST IMPRESSION GROUP, THE	87993	05/21/2019	3022	205.44.6200.453.50025	6,086.30
FIRST IMPRESSION GROUP, THE	87993	05/21/2019	3022	205.44.6200.453.50035	142.63
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	205.44.6200.453.30550	48.46
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	205.44.6200.453.30550	11.20
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	205.44.6200.453.30550	12.60
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	205.44.6200.453.30550	12.60
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	205.44.6200.453.30550	12.60
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	205.44.6200.453.30550	12.60
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	205.44.6200.453.30550	52.34
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	205.44.6200.453.30550	11.20
KING, CAMILLE	5/1/19	05/21/2019	5/1/19	205.44.0000.3493501	20.00
LINDA M LEMKE	20190001	05/21/2019	4/23/19	205.44.6200.453.60040	618.72
MEDICINE LAKE TOURS	4/29/19	05/21/2019	REDD HERRING THEATRE	205.44.6200.453.50090	469.00
MN SAFETY SERVICES LLC	5619	05/21/2019	IGHWSI	205.44.6200.453.30700	1,930.00
PERFECTION PLUS, INC	1129253	05/21/2019	5/1/19	205.44.6200.453.40040	5,857.50
Fund: 205 - COMMUNITY CENTER					**23,019.81**
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	290.45.3000.419.30550	0.35
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	290.45.3000.419.30550	0.35
Fund: 290 - EDA OPERATING					**0.70**
METROPOLITAN COUNCIL	MAY 2019	05/21/2019	MAY 2019	404.217.2170000	22,365.00
Fund: 404 - SEWER CONNECTION FUND					**22,365.00**
JORGENSON CONSTRUCTION INC.	PAY APP #6	05/14/2019	PROJECT NO. 2014-10	434.42.4200.423.80200	777,765.00
PROFESSIONAL SERVICE INDUSTRIES INC	00619480	05/21/2019	1197362	434.42.4200.423.30700	973.00
PROFESSIONAL SERVICE INDUSTRIES INC	00624629	05/21/2019	1197362	434.42.4200.423.30700	1,004.00
PROFESSIONAL SERVICE INDUSTRIES INC	00599021	05/21/2019	1197362	434.42.4200.423.30700	168.00
PROFESSIONAL SERVICE INDUSTRIES INC	00603315	05/21/2019	1197362	434.42.4200.423.30700	2,284.00
PROFESSIONAL SERVICE INDUSTRIES INC	00609635	05/21/2019	1197362	434.42.4200.423.30700	3,421.00
PROFESSIONAL SERVICE INDUSTRIES INC	00614298	05/21/2019	1197362	434.42.4200.423.30700	2,619.00
WENDEL ADG, LLC	351437	05/14/2019	600801	434.42.4200.423.30200	3,700.80
Fund: 434 - 2014 IMPROVEMENT FUND					**791,934.80**
SRF CONSULTING GROUP, INC	10970.02-3	05/21/2019	7/31/18	438.42.4200.423.30300	1,340.66
Fund: 438 - 2018 IMPROVEMENT FUND					**1,340.66**
STREAMLINE DESIGN INC	39104	05/14/2019	5/8/19	439.42.4200.423.60045	666.50
Fund: 439 - 2019 IMPROVEMENT FUND					**666.50**
BROCK WHITE COMPANY LLC	13204236-00	05/21/2019	6481	441.74.5900.741.40066	230.52
ELECTRIC PUMP INC	0065304-IN	05/14/2019	0013682	441.74.5900.741.40066	694.23
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	441.74.5900.741.30550	3.85
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	441.74.5900.741.30550	3.85
K.K. SPECIALIZED SERVICES, INC.	4/27/19	05/21/2019	103566	441.74.5900.741.40066	6,788.90
K.K. SPECIALIZED SERVICES, INC.	4/27/19 B	05/21/2019	4/27/19	441.74.5900.741.40066	4,690.00
LILLIE SUBURBAN NEWSPAPERS	4/30/2019 001363	05/21/2019	Advertising/Publishing	441.74.5900.741.50025	40.25
PRAIRIE MOON NURSEY INC.	1911402800	05/21/2019	4/24/19	441.74.5900.741.40066	452.77
SOUTH ST PAUL, CITY OF	1/24/19-4/22/19	05/14/2019	UTILITY BILLING 1/24/19-4/22/19	441.74.5900.741.40030	70.80
ZIEGLER INC	A6983202	05/21/2019	4069900	441.74.5900.741.40066	1,256.00
Fund: 441 - STORM WATER MANAGEMENT					**14,231.17**
BOLTON & MENK, INC.	0231103	05/14/2019	T18.113208	446.74.5900.746.30300	825.00
LILLIE SUBURBAN NEWSPAPERS	4/30/2019 001363	05/21/2019	Advertising/Publishing	446.74.5900.746.50025	293.25
WSB & ASSOCIATES, INC.	R-012429-000-10	05/21/2019	4/1/19-4/30/19	446.74.5900.746.30300	16,780.50
Fund: 446 - NW AREA					**17,898.75**
MESSERLI & KRAMER, P.A.	365525	05/14/2019	CLIENT/CASE NO. 22369-00004	451.75.5900.751.30700	3,333.00
Fund: 451 - HOST COMMUNITY FUND					**3,333.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COMO LUBE & SUPPLIES	653375	05/21/2019	100395	454.43.5500.446.40025	25.00
Fund: 454 - LANDFILL ABATEMENT					**25.00**
CITY OF BLOOMINGTON	1900109	05/21/2019	5/6/19	501.50.7100.512.30700	420.00
CORE & MAIN LP	K454966	05/21/2019	099872	501.50.7100.512.40043	584.80
CORE & MAIN LP	K471814	05/21/2019	099872	501.50.7100.512.75500	1,595.87
CORE & MAIN LP	K453067	05/21/2019	099872	501.50.7100.512.40043	1,205.27
CORE & MAIN LP	K476492	05/21/2019	099872	501.50.7100.512.40043	933.28
CORE & MAIN LP	K512538	05/21/2019	099872	501.50.7100.512.40043	306.00
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	501.50.7100.512.30550	41.55
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	501.50.7100.512.30550	36.16
GLENN LAWN CARE	1837	05/21/2019	0002	501.50.7100.512.30700	1,168.75
GOPHER STATE ONE-CALL	9040480	05/21/2019	MN00435	501.50.7100.512.30700	695.25
HACH COMPANY	11458251	05/21/2019	255136	501.50.7100.512.60019	1,206.35
HACH COMPANY	11460641	05/21/2019	255136	501.50.7100.512.60011	196.30
HAWKINS, INC.	4492483	05/21/2019	108816	501.50.7100.512.60019	658.80
MILBANK WINWATER WORKS	158197 00	05/21/2019	00743-002225	501.50.7100.512.40043	2,699.49
SAFE-FAST, INC.	INV214316	05/21/2019	INVERGRV01	501.50.7100.512.60016	1,110.00
SENSUS METERING SYSTEMS	ZA19006828	05/21/2019	418020	501.50.7100.512.40044	1,949.94
SHAPCO PRINTING	243596	05/21/2019	5/20/19	501.50.7100.512.50035	2,703.42
SOUTH ST PAUL, CITY OF	1/24/19-4/22/19	05/14/2019	UTILITY BILLING 1/24/19-4/22/19	501.50.7100.512.40005	250.63
TOTAL CONSTRUCTION & EQUIP.	10990	05/21/2019	40191040	501.50.7100.512.40040	158.63
Fund: 501 - WATER UTILITY FUND					**17,920.49**
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	502.51.7200.514.30550	22.51
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	502.51.7200.514.30550	20.20
METROPOLITAN COUNCIL	0001096053	05/14/2019	5084	502.51.7200.514.40015	163,794.63
SOUTH ST PAUL, CITY OF	1/24/19-4/22/19	05/14/2019	UTILITY BILLING 1/24/19-4/22/19	502.51.7200.514.40015	610.20
Fund: 502 - SEWER UTILITY FUND					**164,447.54**
ARTISAN BEER COMPANY	3341173	05/14/2019	125656	503.52.8300.524.76150	673.80
ARTISAN BEER COMPANY	3342696	05/14/2019	125656	503.52.8300.524.76150	498.40
BREAKTHRU BEVERAGE MINNESOTA	1090999056	05/14/2019	102294	503.52.8300.524.76150	127.80
BREAKTHRU BEVERAGE MINNESOTA	1091001963	05/21/2019	102294	503.52.8300.524.76150	356.50
COCA COLA BOTTLING COMPANY	3607205826	05/14/2019	5/1	503.52.8300.524.76100	320.89
COCA COLA BOTTLING COMPANY	3605208034	05/14/2019	5/8/19	503.52.8300.524.76100	347.91
COLLEGE CITY BEVERAGE	611-0729	05/14/2019	3592	503.52.8300.524.76150	285.60
COLLEGE CITY BEVERAGE	611-0811	05/13/2019	3592	503.52.8300.524.76150	604.20
COVERALL OF THE TWIN CITIES INC	7070262756	05/14/2019	707-2469	503.52.8500.526.40040	862.36
FIRST IMPRESSION GROUP, THE	87993	05/21/2019	3022	503.52.8500.526.50025	584.76
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	503.52.8000.521.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	503.52.8600.527.30550	18.20
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	503.52.8000.521.30550	11.20
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	503.52.8600.527.30550	25.90
HEGGIES PIZZA	773755220	05/21/2019	C224	503.52.8300.524.76050	166.70
M. AMUNDSON LLP	279083	05/14/2019	902858	503.52.8300.524.76050	232.70
M. AMUNDSON LLP	279504	05/14/2019	902858	503.52.8300.524.76050	232.55
SOUTH BAY DESIGN	050119	05/21/2019	INVERWOOD	503.52.8500.526.50025	30.00
US FOODSERVICE	3816936	05/14/2019	03805983	503.52.8300.524.76050	756.67
US FOODSERVICE	3952229	05/14/2019	03805983	503.52.8300.524.76050	1,232.75
US FOODSERVICE	3952229	05/14/2019	03805983	503.52.8300.524.76100	248.06
US FOODSERVICE	4000542	05/14/2019	03805983	503.52.8300.524.76100	92.98
WILSON SPORTING GOODS	4527846651	05/14/2019	187981/945330	503.52.8100.522.60060	2,321.61
YAMAHA GOLF & UTILITY, INC.	4/26/19	05/14/2019	4/26/19	503.52.8400.525.80700	177,460.00
Fund: 503 - INVER WOOD GOLF COURSE					**187,502.04**
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	602.00.2100.415.30550	2.20
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	602.00.2100.415.30550	2.11
LEAGUE OF MN CITIES INS TRUST	4636	05/14/2019	LMCIT 4636 DEDUCTIBLE	602.00.2100.415.70200	1,800.00
LEAGUE OF MN CITIES INS TRUST	5/6/19	05/21/2019	40001322	602.00.2100.415.50009	137,214.00
LEAGUE OF MN CITIES INS TRUST	2018-2019 PREMIUM	05/21/2019	2018-2019 PREMIUM	602.00.2100.415.50010	4,250.06
LEAGUE OF MN CITIES INS TRUST	2018-2019 PREMIUM	05/21/2019	2018-2019 PREMIUM	602.00.2100.415.50010	35,089.89
LEAGUE OF MN CITIES INS TRUST	2018-2019 PREMIUM	05/21/2019	2018-2019 PREMIUM	602.00.2100.415.50011	27,555.65
LEAGUE OF MN CITIES INS TRUST	2018-2019 PREMIUM	05/21/2019	2018-2019 PREMIUM	602.00.2100.415.50012	9,922.16
LEAGUE OF MN CITIES INS TRUST	2018-2019 PREMIUM	05/21/2019	2018-2019 PREMIUM	602.00.2100.415.50015	523.02
LEAGUE OF MN CITIES INS TRUST	2018-2019 PREMIUM	05/21/2019	2018-2019 PREMIUM	602.00.2100.415.50016	2,285.22
Fund: 602 - RISK MANAGEMENT					**218,644.31**
ABM EQUIPMENT & SUPPLY	0159766-IN	05/21/2019	0126850	603.00.5300.444.40041	7,992.27
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004236635	05/21/2019	14649	603.140.1450050	320.86
CUSTOM HOSE TECH	0018864-IN	05/21/2019	INV01	603.00.5300.444.40041	105.30
CUSTOM HOSE TECH	96594	05/21/2019	5/6/19	603.00.5300.444.40041	176.91
CUSTOM HOSE TECH	96616	05/21/2019	5/8/19	603.00.5300.444.40041	154.20
EMERGENCY APPARATUS MAINTENANCE	105808	05/21/2019	E-21	603.00.5300.444.40041	446.01

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ENVIRONMENTAL EQUIPMENT & SERVICES, INC	15144	05/21/2019	4/29/19	603.00.5300.444.40041	3,960.00
FACTORY MOTOR PARTS COMPANY	1-Z18169	05/21/2019	10799	603.00.5300.444.40041	(12.25)
FACTORY MOTOR PARTS COMPANY	1-Z18221	05/21/2019	10799	603.00.5300.444.40041	107.16
FERRELLGAS	1106364132	05/21/2019	7754787	603.00.5300.444.40041	53.00
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	603.00.5300.444.30550	24.84
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	603.00.5300.444.30550	9.44
HILLIGOSS CHEVROLET, INC.	27763	05/21/2019	54692	603.00.5300.444.80700	17,460.42
INVER GROVE FORD	5269886	05/21/2019	4/29/19	603.00.5300.444.40041	206.84
INVER GROVE FORD	5270499	05/21/2019	5/8/19	603.00.5300.444.40041	117.89
KREMER SERVICES LLC	62181	05/21/2019	93037	603.00.5300.444.40041	2,065.78
L.T.G. POWER EQUIPMENT	234834	05/21/2019	5656	603.00.5300.444.40041	279.40
LAURENTINA DEJONG	2080	05/21/2019	4/30/19	603.00.5300.444.40040	520.38
MANSFIELD OIL COMPANY	434967	05/21/2019	23866-02-434967	603.140.1450060	9,435.08
MANSFIELD OIL COMPANY	435069	05/21/2019	23866-01-435069	603.140.1450060	5,150.74
MID CITY SERVICES, INC.	102312	05/21/2019	4/26/19	603.00.5300.444.40065	48.00
MINNESOTA EQUIPMENT	P83795	05/21/2019	INVER001	603.00.5300.444.40041	394.14
MTI DISTRIBUTING CO	1209324-00	05/21/2019	91180	603.00.5300.444.40041	251.14
NUSS TRUCK AND EQUIPMENT	7134307P	05/21/2019	38679B	603.00.5300.444.40041	118.24
O' REILLY AUTO PARTS	1767-395613	05/21/2019	1578028	603.140.1450050	33.93
O' REILLY AUTO PARTS	1767-395614	05/21/2019	1578028	603.00.5300.444.60012	54.14
O' REILLY AUTO PARTS	1767-395629	05/21/2019	1578028	603.00.5300.444.60012	20.77
O' REILLY AUTO PARTS	1767-395675	05/21/2019	1578028	603.140.1450050	39.98
O' REILLY AUTO PARTS	1767-395881	05/21/2019	1578028	603.140.1450050	23.46
O' REILLY AUTO PARTS	1767-395891	05/21/2019	1578028	603.00.5300.444.40041	11.81
O' REILLY AUTO PARTS	1767-396090	05/21/2019	1578028	603.00.5300.444.40041	119.99
O' REILLY AUTO PARTS	1767-396091	05/21/2019	1578028	603.140.1450050	21.98
O' REILLY AUTO PARTS	1767-396260	05/21/2019	1578028	603.140.1450050	22.52
O' REILLY AUTO PARTS	1767-396286	05/21/2019	1578028	603.00.5300.444.40041	101.36
O' REILLY AUTO PARTS	1767-396321	05/21/2019	1578028	603.140.1450050	48.60
O' REILLY AUTO PARTS	1767-397492	05/21/2019	1578028	603.00.5300.444.40041	64.33
O' REILLY AUTO PARTS	1767-397531	05/21/2019	1578028	603.00.5300.444.40041	10.99
O' REILLY AUTO PARTS	1767-397576	05/21/2019	1578028	603.00.5300.444.60012	4.49
O' REILLY AUTO PARTS	1767-397681	05/21/2019	1578028	603.00.5300.444.40041	32.99
O' REILLY AUTO PARTS	1767-397333	05/21/2019	1578028	603.00.5300.444.40041	(92.39)
PERFECTION PLUS, INC	1129253	05/21/2019	5/1/19	603.00.5300.444.40040	442.00
POMP'S TIRE SERVICE, INC.	980058655	05/21/2019	4502557	603.00.5300.444.60014	416.00
POMP'S TIRE SERVICE, INC.	980047356	05/14/2019	4502557	603.00.5300.444.60014	662.00
POMP'S TIRE SERVICE, INC.	980057867	05/21/2019	4502557	603.00.5300.444.60014	(80.00)
SHARROW LIFTING PRODUCTS	127856	05/21/2019	18300	603.00.5300.444.40040	392.25
SHEL'S AUTO ELECTRIC	4/29/19	05/21/2019	4/29/19	603.00.5300.444.40041	100.00
SOUTH EAST TOWING	215222 B	05/14/2019	3/22/19	603.00.5300.444.40041	50.00
TITAN MACHINERY	1014660 CL	05/21/2019	6239910	603.00.5300.444.40041	1,465.87
TOWMASTER TRAILERS INC	415573	05/21/2019	2946	603.00.5300.444.40041	1,850.00
TRI-STATE BOBCAT INC.	P11470	05/21/2019	16312	603.00.5300.444.40041	772.77
TRI-STATE BOBCAT INC.	P11890	05/21/2019	16312	603.00.5300.444.40041	254.84
UNIFIRST CORPORATION	090 0480006	05/21/2019	1051948	603.00.5300.444.40065	176.98
UNIFIRST CORPORATION	090 0480006	05/21/2019	1051948	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	090 0481333	05/21/2019	1051948	603.00.5300.444.40065	168.60
UNIFIRST CORPORATION	090 0481333	05/21/2019	1051948	603.00.5300.444.60045	33.50
WORLD FUEL SERVICES	84271679845-41801	05/14/2019	112741	603.00.5300.444.60012	67.81
WORLD FUEL SERVICES	84271679845-41801	05/14/2019	112741	603.140.1450050	711.26
Fund: 603 - CENTRAL EQUIPMENT					**57,422.12**
INNOVATIVE OFFICE SOLUTIONS	SUM-046996	05/14/2019	S28777	604.00.2200.416.60005	208.90
INNOVATIVE OFFICE SOLUTIONS	SUM-046996	05/14/2019	S28777	604.00.2200.416.60010	562.70
US BANK EQUIPMENT FINANCE, INC.	383789377	05/21/2019	923425	604.00.2200.416.40050	2,555.00
Fund: 604 - CENTRAL STORES					**3,326.60**
AEP ONSITE PARTNERS, LLC	419-21185629	05/21/2019	5/6/19	605.00.7500.460.40020	2,019.53
CULLIGAN	4/30/19 157-98503022-8	05/21/2019	157-98503022-8	605.00.7500.460.60011	124.40
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	605.00.7500.460.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	605.00.7500.460.30550	3.50
HUEBSCH SERVICES	4286784	05/21/2019	100075	605.00.7500.460.40065	120.52
LAURENTINA DEJONG	2080	05/21/2019	4/30/19	605.00.7500.460.30700	928.06
LONE OAK COMPANIES	81826	05/14/2019	5/1/19	605.00.7500.460.50035	519.88
LONE OAK COMPANIES	5/6/19	05/14/2019	UTILITY BILLING POSTAGE	605.00.7500.460.50035	1,557.50
PERFECTION PLUS, INC	1129253	05/21/2019	5/1/19	605.00.7500.460.40040	4,512.08
TOTAL CONSTRUCTION & EQUIP.	10924	05/21/2019	40191039	605.00.7500.460.40040	158.63
Fund: 605 - CITY FACILITIES					**9,947.60**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CDW GOVERNMENT INC	SCD9641	05/21/2019	2394832	606.00.1400.413.60041	318.42
CDW GOVERNMENT INC	SCM5616	05/21/2019	2394832	606.00.1400.413.60041	57.72
CDW GOVERNMENT INC	SFK7730	05/21/2019	2394832	606.00.1400.413.60041	1,648.98
DAKOTA CTY FINANCIAL SVCS	00034866	05/21/2019	2ND QTR 2019 DBB BILLING	606.00.1400.413.30760	2,490.25
GENESIS EMPLOYEE BENEFITS, INC	IN1494342	05/14/2019	Payroll	606.00.1400.413.30550	16.80
GENESIS EMPLOYEE BENEFITS, INC	IN1511251	05/21/2019	Payroll	606.00.1400.413.30550	16.80
NDC4	2018 WEB STREAMINC	05/21/2019	2018 WEB STREAMING REIMBU	606.00.1400.413.30700	38,010.00
Fund: 606 - TECHNOLOGY FUND					**42,558.97**
CULLIGAN	4/30/19 157-98473242-8	05/21/2019	157-98473242-8	702.229.2286300	85.40
LILLIE SUBURBAN NEWSPAPERS	4/30/2019 001363	05/21/2019	Advertising/Publishing	702.229.2282003	23.00
LILLIE SUBURBAN NEWSPAPERS	4/30/2019 001363	05/21/2019	Advertising/Publishing	702.229.2282203	23.00
LILLIE SUBURBAN NEWSPAPERS	4/30/2019 001363	05/21/2019	Advertising/Publishing	702.229.2297701	20.13
LILLIE SUBURBAN NEWSPAPERS	4/30/2019 001363	05/21/2019	Advertising/Publishing	702.229.2302702	20.13
LILLIE SUBURBAN NEWSPAPERS	4/30/2019 001363	05/21/2019	Advertising/Publishing	702.229.2304802	20.13
LILLIE SUBURBAN NEWSPAPERS	4/30/2019 001363	05/21/2019	Advertising/Publishing	702.229.2307302	20.13
LILLIE SUBURBAN NEWSPAPERS	4/30/2019 001363	05/21/2019	Advertising/Publishing	702.229.2308102	20.13
RAMSEY COUNTY SHERIFF'S DEPT	62VB17103460	05/14/2019	TYCELLE WILLIAMS SURAIN	702.229.2291000	375.00
RAMSEY COUNTY SHERIFF'S DEPT	62CR186900	05/14/2019	SOBOMEHIN WILLIS	702.229.2291000	250.00
Fund: 702 - ESCROW FUND					**857.05**
Grand Total					**1,938,511.01**

AGENDA ITEM 4C

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE

Meeting Date:	May 28, 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:

[x]	None
[ ]	Amount included in current budget
[ ]	Budget amendment requested
[ ]	FTE included in current complement
[ ]	New FTE requested – N/A
[ ]	Other (Revenue)

PURPOSE/ACTION REQUESTED
The City Council is to consider approval of one (1) rental license.

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

ANALYSIS
The following rental license application has been submitted:

- JOSHUA PRATT; OWNER: 3739 74TH ST E

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

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

AGENDA ITEM 4D

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	May 28, 2019
Item Type:	Consent
Contact:	Chief Judy Thill, Fire Dept.
Prepared by:	Judy Thill, Fire Chief
Reviewed by:	Melissa Chiodo, Police Chief
	Judy Thill, Fire Chief

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider acceptance of separate $1,000.00 donations ($2,000.00 total) to both Inver Grove Heights Fire Department and Inver Grove Heights Police Department from a City resident, who wishes to remain anonymous. The departments would like to allocate those funds to the Fire Department's equipment fund and the Police Department's K-9 fund.

SUMMARY:

On May 22, 2019, the Police and Fire departments received two checks from an Inver Grove Heights resident who wishes to remain anonymous. The two checks totaled $2,000, with one payable to the Fire Department and the other to the Police Department. Each check is in the amount of $1,000.

The donor has expressed gratitude to the fire and police departments for their service to the community. The donor has suggested that the funds be used for departmental needs not otherwise funded.

Fire and Police Staff sincerely thank this resident for these generous donations!

AGENDA ITEM 4E

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	May 28, 2019		**Fiscal/FTE Impact:**
Item Type:	Consent	X	None
Contact:	Commander Joshua Otis (651) 450-2528		Amount included in current budget
Prepared by:	Commander Joshua Otis		Budget amendment requested
Reviewed by:	Chief Melissa Chiodo (651) 450-2526		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED:

Appoint Senior Humane Agent Keith Streff, of the Minnesota Animal Humane Society as the City's Administrative Hearing Officer for appeals on potentially dangerous and dangerous dog designations.

SUMMARY:

Inver Grove Heights City Code Title 5, chapter 4, section 6, article F: **Dangerous and Potentially Dangerous Dog Hearings** and Inver Grove Heights City Code Title 5, chapter 4, section 6, article G: **Dangerous and Potentially Dangerous Dog Decisions**. These articles stipulate the following regarding hearings and decisions for dangerous and potentially dangerous dogs;

The owner of any dog declared as potentially dangerous or dangerous has the right to a hearing by an impartial hearing officer who may be either an impartial employee of the city or an impartial person retained by the city to conduct the hearing. At the hearing, the owner of the dog has an opportunity to present evidence and testimony to support the appeal of the potentially dangerous or dangerous dog declaration. The hearing officer may receive evidence from the animal control authority regarding the potentially dangerous or dangerous dog declaration. Upon receiving the evidence and testimony, the hearing officer will either uphold or rescind the potentially dangerous or dangerous dog declaration**.**

The potentially dangerous and dangerous dog appeal hearing process is extensive, often involving the dog owners, the owners of other animals injured or killed, actual persons who were injured by the potentially dangerous or dangerous dog, and other witnesses to the incident.

Since 2014, the City has had 56 dog bites where the animal control authority declared each of those dogs as potentially dangerous or dangerous. Also, since 2014, our appeal hearings have been held by Rental and Code Compliance Coordinator Nicole Cook. Since that time Nicole has held 27 appeal hearings. Based on the small number of appeal hearings we have had; the animal control authority believes the Minnesota Humane Society is better suited to handle our appeal hearings. Their staff has an extensive history of working with animals and a background as administrative hearing officers for potentially dangerous or dangerous dog declarations. The Minnesota Humane Society agreed to provide these services without compensation to their organization or its agents. Currently, Senior Humane Agent Keith Streff oversees appeal hearings for numerous municipalities.

RECOMMENDATION:

Staff recommends the City of Inver Grove Heights appoints Senior Humane Agent Keith Streff, of the Minnesota Animal Humane Society as the City's Administrative Hearing Officer for appeals on potentially dangerous and dangerous dog designations.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. ____

RESOLUTION TO APPOINT AN ADMINISTRATIVE HEARING OFFICER FOR APPEALS ON POTENTIALLY DANGEROUS AND DANGEROUS DOG DESIGNATIONS

WHEREAS, the City of Inver Grove Heights City Code 5-4-6: Dangerous and Potentially Dangerous Dogs outlines administrative appeal hearings must be conducted by an impartial hearing officer who may be either an impartial employee of the city or an impartial person retained by the city to conduct the hearing.

WHEREAS, The Minnesota Humane Society agreed to provide Senior Humane Agent Keith Streff, as the City's Administrative Hearing Officer for appeals on potentially dangerous and dangerous dog designations.

BE IT RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota, that the following appointments are hereby directed:

City's Administrative Hearing Officer ..... Senior Humane Agent Keith Streff

Passed by the City Council of Inver Grove Heights this 28th day of May 2019.

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Interim Deputy Clerk

AGENDA ITEM 4F

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Change Order No. 5 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail)

Meeting Date:	May 28, 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
X	Other: Pavement Management Fund, Special Assessments

PURPOSE/ACTION REQUESTED

Consider Change Order No. 5 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail).

SUMMARY

The improvements were ordered as part of the 2016 Pavement Management Program. The contract was awarded in the amount of $2,027,467.80 to Park Construction Company, on May 9, 2016 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail).

Change Order No. 5, in the amount of $18,182.62, covers costs to increase the crown in the street on 59th Court to address resident concerns about drainage for City Project No. 2016-09D. The contractor has agreed to contribute an equal amount as part of his performance requirements on the project. The items will be funded through the Contingency Fund. (See attached Change Order No. 5 for full explanation). The City agrees to release the two-year warranty bond in January, 2020 on the expiration date.

I recommend approval of Change Order No. 5 in the amount of $18,182.62, (for a revised contract amount of $1,955,459.20) for work on City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail).

SWD/nh

Attachments: Change Order No. 5
59th Court Mill and Overlay Exhibit

CHANGE ORDER NO. 5

2016 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2016-09D – 60TH STREET AREA RECONSTRUCTION, CITY PROJECT NO. 2016-10 – 60TH STREET AREA UTILITY IMPROVEMENTS, AND CITY PROJECT NO. 2015-12 (PHASE 1) – NWA TRUNK WATERMAIN IMPROVEMENTS, 65TH STREET LOOP (ARGENTA TRAIL TO BABCOCK TRAIL)

Owner:	City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance:	May 13, 2019
Contractor:	Park Construction Company 1481 81st Ave. NE Minneapolis, MN 55432	Engineer:	Kimley-Horn and Associates

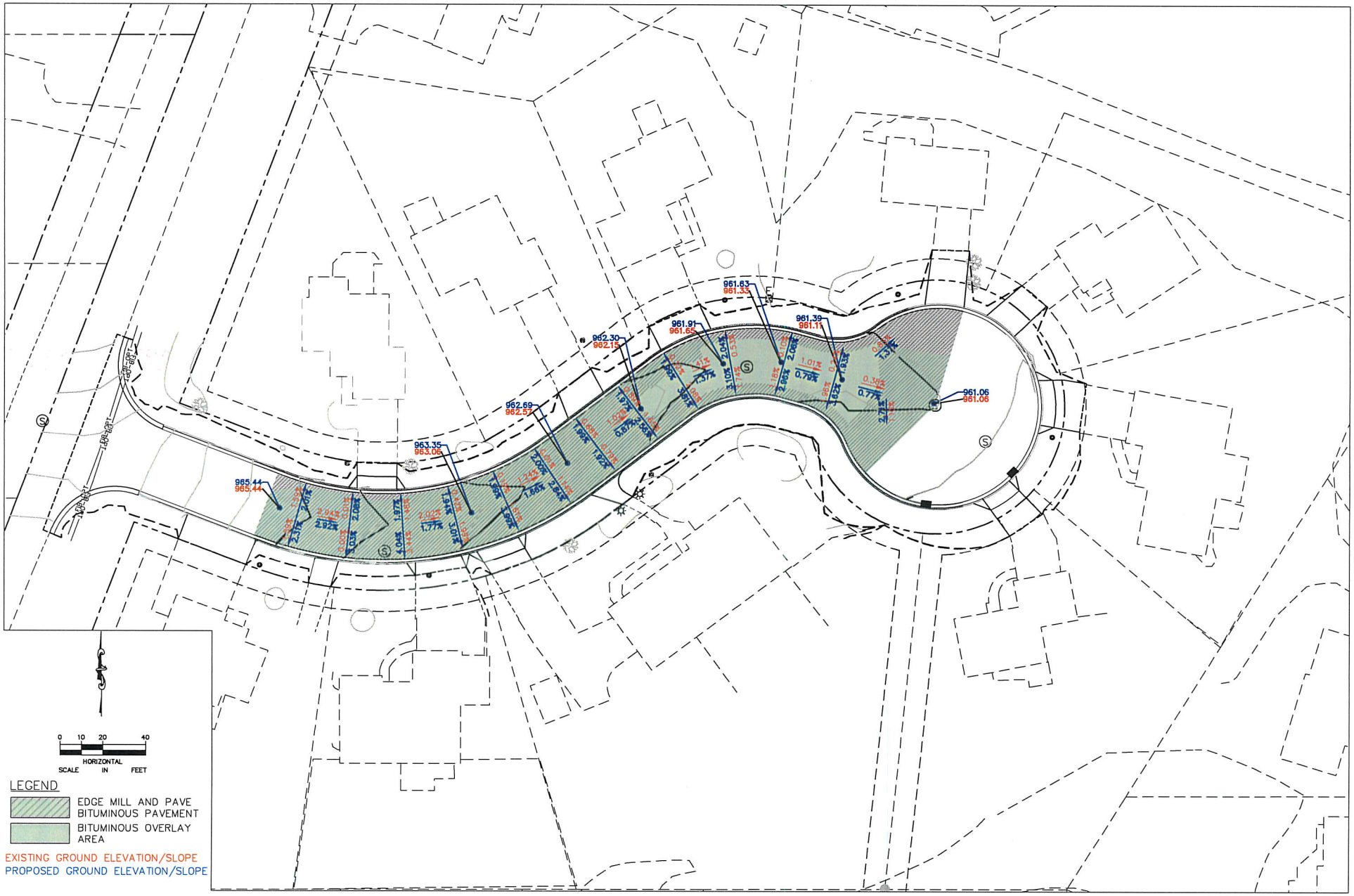
Revised Crown on Upper 59th Street
On May 9, 2016, Change Order No. 1 revised the contract price in response to resident concerns regarding assessments. As part of these contract revisions, additional proposed storm sewer catch basins were removed from 59th Court and other areas. The additional catch basins were proposed in order to improve drainage on 59th Court consistent with today's standards. The revised design required street grades that are flatter than today's standards and created constructability issues. In addition, the crown of the road was not properly installed in accordance with the plans. In order to address recent resident concerns regarding drainage, it is proposed to increase the crown in the street on 59th Court. Change Order No 5 covers the City's share of costs to complete the proposed work. This work will be performed for an agreed-upon price of $18,182.62. The City agrees to release the two-year warranty bond in January, 2020 on the expiration date.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $2,027,467.80	Original Contract Time: Substantial Completion – September 10, 2016
Previous Change Orders ($90,191.22)	Net Change from Previous Change Orders None
Contract Price Prior to this Change Order $1,937,276.58	Contract Time Prior to this Change Order None
Net Increase (Decrease) of this Change Order $18,182.62	Net Increase (Decrease) of Change Order None
Contract Price with all Approved Change Orders $1,955,459.20	Contract Time with Approved Change None
Recommended By: Nick Hahn, Senior Engineering Technician	Approved By: Park Construction Company.

Approved By:
Thomas J. Kaldunski, City Engineer

Approved By:
George Tourville, Mayor

Date of Council Action:
May 28, 2019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BITUMINOUS OVERLAY AREA
EXISTING GROUND ELEVATION/SLOPE
PROPOSED GROUND ELEVATION/SLOPE

AGENDA ITEM 4G

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Pay Voucher No. 7 for City Project Nos. 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

Meeting Date:	May 28, 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 SDT SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 7 for City Project Nos. 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

SUMMARY

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

Pay Voucher No. 7 is for work that occurred through April 30, 2019 and includes erosion control, retaining wall, and restoration for the 65th Street and T.H. 3 intersection improvements and watermain installation.

I recommend approval of Pay Voucher No. 7, in the amount of $236,916.22 for work on the 2018 Capital Improvement Program, City Project Nos. 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

TJK/me
Attachments: Pay Voucher No. 7

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 7 (seven)

DATE: May 28, 2019

PERIOD ENDING: April 30, 2019

PROJECT NO: City Project Nos. 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

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

Original Contract Amount	$3,822,211.12
Total Addition	$48,814.19
Total Deduction	$0.00
Total Contract Amount	$3,871,025.31
Total Value of Work to Date (includes stored materials)	$3,372,496.33
Less Retained (5%)	$168,624.82
Less Previous Payment	$2,966,955.29
Total Approved for Payment this Voucher	$236,916.22
Total Payments including this Voucher	$3,203,871.51

Approvals:

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

Signed by: _____ May 28, 2019
Thomas J. Kaldunski, City Engineer — Date

Signed by: _____ _____
Max Steininger, Inc. — Date

Signed by: _____ May 28, 2019
George Tourville, Mayor — Date

AGENDA ITEM 4H

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Resolution Accepting Quotes and Awarding Project for City Project No. 2019-04 – 68th Street Storm Sewer Outfall Repair

Meeting Date:	May 28, 2019
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Jake Moser, Civil Engineer
Reviewed by:	Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution accepting quotes and awarding project for City Project No. 2019-04 – 68th Street Storm Sewer Outfall Repair.

SUMMARY

On April 1, 2019, City Street Maintenance staff discovered a corroded metal storm sewer pipe, located between Highway 52 bike trail and a stormwater basin near the 68th Street cul-de-sac, which caused a large slope washout. The Streets Superintendent requested that the City Engineer assist in securing a contractor to perform the repair which will require heavy equipment. Engineering staff prepared a plan to repair the slope and reconstruct the failed storm sewer to current City standards. The plan includes tree clearing, removing sediment for the basin, constructing the storm sewer and restoring the area with vegetation. City Street Maintenance staff will assist with site access to protect the street and trail and dewatering of the stormwater basin.

Two contractors were solicited to quote this project. The quotes are as listed:

Rich Valley Co. Inc.	$41,115.00
KK Specialized Services	$42,765.30

The Engineering Division has reviewed the quotes and recommends awarding the project to Rich Valley Co., Inc. in the amount of $41,115.00. The work is proposed to begin within a month.

I recommend that the City Council adopt the resolution accepting the quotes and awarding the project to Rich Valley Co., Inc. in the amount of $41,115.00. An additional cost for project contingencies in the amount of $13,885 will be included for a total project budget of $55,000. This work will be funded through the Stormwater Utility Fund.

TJK/kf
Attachments: Quotes
Storm Sewer Plan
Location Map

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING QUOTES AND AWARDING CONTRACT FOR CITY PROJECT NO. 2019-04 – 68TH STREET STORM SEWER OUTFALL REPAIR

RESOLUTION NO. _____

WHEREAS, pursuant to a request for quotes for the 68th St. Storm Sewer Outfall Repair, quotes were received as follows:

Contractor	Quote
Rich Valley Co., Inc.	$41,115.00
KK Specialized Services	$42,765.30

WHEREAS, Valley Rich Co., Inc., submitted the apparent low quote for City Project No. 2019-04 – 68th Street Storm Sewer Repair in the amount of $41,115.00.

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

1. The City hereby awards a contract to Valley Rich Co., Inc. for City Project No. 2019-04 – 68th Street Storm Sewer Outfall Repair according to plans in the amount of $41,115.00.

2. The quote amount of $41,115.00 and $13,885.00 in project contingency funds for a total project budget of $55,000 shall be provided through the Stormwater Utility Fund.

Adopted by the City Council of Inver Grove Heights this 28h day of May 2019

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Interim Deputy Clerk

5/17/19 JDM

VALLEY RICH CO., INC. - QUOTE TAB
68TH STREET STORM SEWER OUTFALL REPAIR

DATE: 5/17/2019
BY: JDM
FILEPATH: \\IGH-City1\Data\PublicWorks\Engineering\PROJECTS_PUBLIC\2019_PROJECTS\2019-04_68th Street Storm Sewer Repair\BIDS.a\2019.05.17 QUOTE TABULATION - 68TH ST STORM.xlsx

SCHEDULE A: SITEWORK & SLOPE STABILIZATION

ITEM NO.	MNDOT SPEC.NO	DESCRIPTION	UNIT	UNIT COST	QUANTITY	AMOUNT
1	2021.501	MOBILIZATION	LS	$4,000	1	$4,000
2	2101.502	CLEARING	TREE	$200.00	7	$1,400
3	2101.507	GRUBBING	TREE	$400.00	4	$1,600
4	2105.507	COMMON EXCAVATION	CY	$30.00	80	$2,400
5	2105.507	COMMON BORROW	CY	$50.00	10	$500
6	2573.503	SILT FENCE, TYPE MS	LF	$5.00	260	$1,300
7	2573.503	SILT CURTAIN	LF	$10.00	100	$1,000
8	2574.507	COMMON TOPSOIL BORROW, 4" THICK, CV	CY	$65.00	15	$975
9	2575.501	TURF ESTABLISHMENT	LS	$2,500.00	1	$2,500
10	2105.507	STABILIZING AGGREGATE (3"- CRUSHED LIMESTONE)	CY	$100.00	10	$1,000
		TOTAL SCHEDULE A: SITEWORK & SLOPE STABILIZATION				$16,675

SCHEDULE B: STORM SEWER

ITEM NO.	MNDOT SPEC.NO	DESCRIPTION	UNIT	UNIT COST	QUANTITY	AMOUNT
11	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	$500.00	1	$500
12	2104.503	REMOVE SEWER PIPE (STORM)	LF	$30.00	20	$600
13	2501.515	24" RC PIPE APRON	EACH	$3,000.00	1	$3,000
14	2503.503	15" RC PIPE SEWER CLASS 5 (ALL JOINTS TIED)	LF	$170.00	37	$6,290
15	2503.503	24" RC PIPE SEWER CLASS 4 (ALL JOINTS TIED)	LF	$310.00	20	$6,200
16	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	$5,000.00	1	$5,000
17	2511.502	RIP RAP CL. 4	CY	$150.00	8	$1,200
18	2503.602	CONNECT TO EXISTING STORM SEWER	EA	$750.00	1	$750
19	2105.504	GEOTEXTILE FILTER FABRIC	SY	$10.00	40	$400
20		FLEX STAKE MARKING POST	EA	$500.00	1	$500
		TOTAL SCHEDULE				$24,440

CONSTRUCTION SUBTOTALS		AMOUNT
SCHEDULE "A" - SITEWORK & SLOPE STABILIZATION		$16,675
SCHEDULE "B" - STORM SEWER		$24,440
TOTAL		$41,115

5/17/19 JDM

KK SPECIALIZED SERVICES - QUOTE TAB
68TH STREET STORM SEWER OUTFALL REPAIR

DATE: 5/17/2019
BY: JDM
FILEPATH: \\IGH-City1\Data\PublicWorks\Engineering\PROJECTS_PUBLIC\2019_PROJECTS\2019-04_68th Street Storm Sewer Repair\BIDS.a\2019.05.17 QUOTE TABULATION - 68TH ST STORM.xlsx

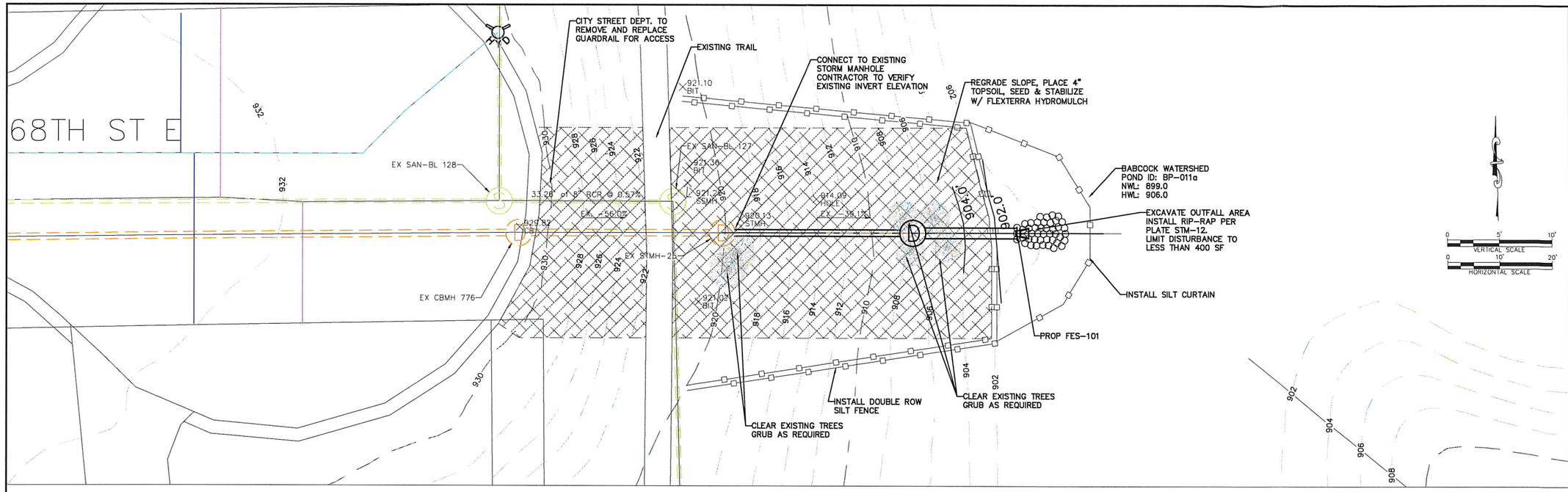
SCHEDULE A: SITEWORK & SLOPE STABILIZATION

ITEM NO.	MNDOT SPEC.NO	DESCRIPTION	UNIT	UNIT COST	QUANTITY	AMOUNT
1	2021.501	MOBILIZATION	LS	$2,000	1	$2,000
2	2101.502	CLEARING	TREE	$330.00	7	$2,310
3	2101.507	GRUBBING	TREE	$212.50	4	$850
4	2105.507	COMMON EXCAVATION	CY	$50.00	80	$4,000
5	2105.507	COMMON BORROW	CY	$20.00	10	$200
6	2573.503	SILT FENCE, TYPE MS	LF	$6.00	260	$1,560
7	2573.503	SILT CURTAIN	LF	$30.00	100	$3,000
8	2574.507	COMMON TOPSOIL BORROW, 4" THICK, CV	CY	$50.00	15	$750
9	2575.501	TURF ESTABLISHMENT	LS	$3,000.00	1	$3,000
10	2105.507	STABILIZING AGGREGATE (3"- CRUSHED LIMESTONE)	CY	$150.00	10	$1,500
		TOTAL SCHEDULE A: SITEWORK & SLOPE STABILIZATION				$19,170

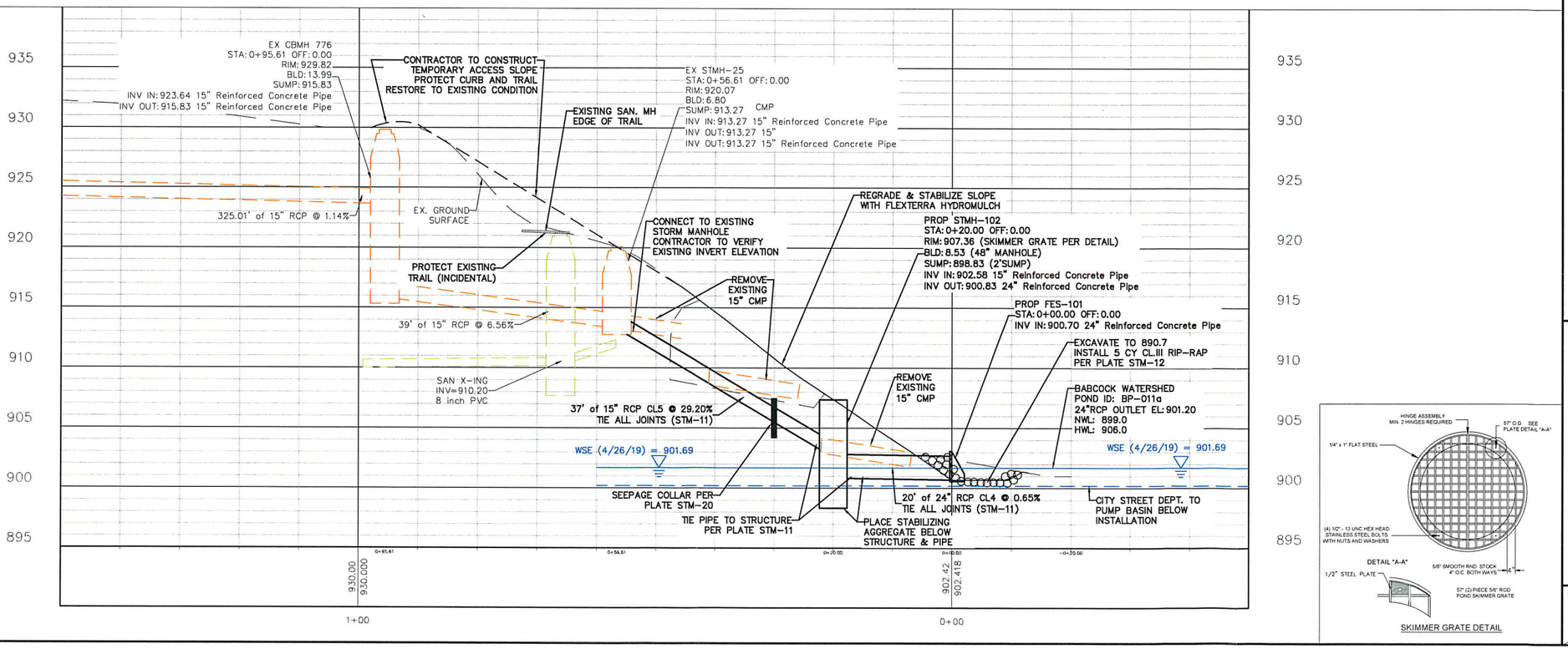
SCHEDULE B: STORM SEWER

ITEM NO.	MNDOT SPEC.NO	DESCRIPTION	UNIT	UNIT COST	QUANTITY	AMOUNT
11	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	$200.00	1	$200
12	2104.503	REMOVE SEWER PIPE (STORM)	LF	$10.00	20	$200
13	2501.515	24" RC PIPE APRON	EACH	$2,500.00	1	$2,500
14	2503.503	15" RC PIPE SEWER CLASS 5 (ALL JOINTS TIED)	LF	$91.90	37	$3,400
15	2503.503	24" RC PIPE SEWER CLASS 4 (ALL JOINTS TIED)	LF	$160.25	20	$3,205
16	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	$7,150.00	1	$7,150
17	2511.502	RIP RAP CL. 4	CY	$105.00	8	$840
18	2503.602	CONNECT TO EXISTING STORM SEWER	EA	$2,700.00	1	$2,700
19	2105.504	GEOTEXTILE FILTER FABRIC	SY	$5.00	40	$200
20		FLEX STAKE MARKING POST	EA	$200.00	1	$200
		SEEPAGE COLLAR	EA	$3,000.00	1	$3,000
		TOTAL SCHEDULE				$23,595

CONSTRUCTION SUBTOTALS	AMOUNT
SCHEDULE "A" - SITEWORK & SLOPE STABILIZATION	$19,170
SCHEDULE "B" - STORM SEWER	$23,595
TOTAL	$42,765



68TH ST STORM SEWER OUTFALL



SKIMMER GRATE DETAIL

REV. NO.	DATE	DESCRIPTION

DESIGN FILE: 68TH ST STM
DRAWN BY: JDM
DESIGN BY: TK/JM/SD
CHKED. BY: NH/SD
DWG. NAME:
DATE: 05/01/2019

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE STATE OF MINNESOTA STATUTES SECTION 326.02 TO 326.16.

JACOB D. MOSER DATE: 5/1/19 MINN. REG. NO. 53088

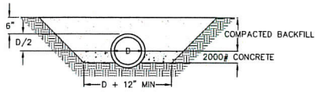
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2570 Fax (651) 450-2502

BID PLAN
68TH ST STORM SEWER OUTFALL REPAIR

SHEET NO. 1 2

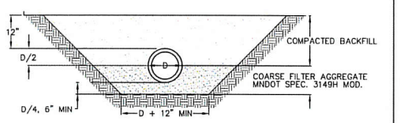
Y:\PublicWorks\Engineering\PROJECTS_ADDRESS\68thSt_22XX (Storm Sewer Outfall)\CAD.o\2019.05.01 STORM SEWER REPAIR.dwg

CLASS A
LOAD FACTOR 2.3



CLASS B
LOAD FACTOR 1.9

HAND SHAPED FROM ANGULAR BEDDING MATERIAL



CLASS C-1
LOAD FACTOR 1.5

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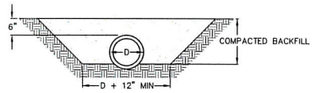

CLASS C-2
LOAD FACTOR 1.5

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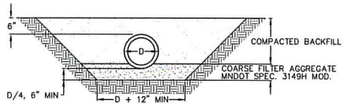
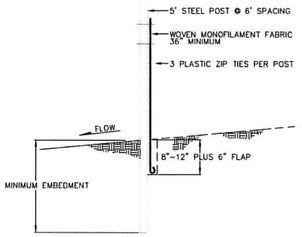


BEDDING METHODS RCP AND DIP

CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	4/11	PLATE NO. MISC-03

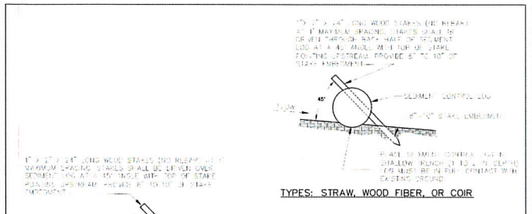


MACHINE SLICED SILT FENCE

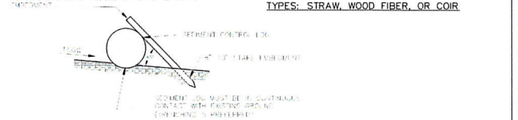
NOTES:
1. WOOD POSTS MAY BE USED IN NON-CRITICAL AREAS. WOOD POST SPACING AT 4' MAXIMUM. STEEL POSTS ARE REQUIRED WHEN HEAVY DUTY SILT FENCE IS SPECIFIED.
2. SILT FENCE MUST BE CLEANED OR REPLACED WHEN SILT DEPTH IS 1/3 HEIGHT OF FABRIC.

SILT FENCE

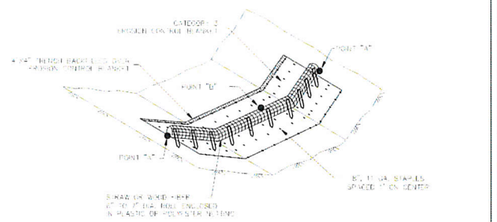
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	4/11	PLATE NO. EC-02



TYPES: STRAW, WOOD FIBER, OR COIR



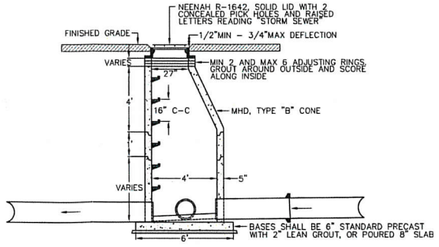
TYPES: WOOD CHIP, COMPOST, OR ROCK



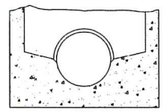
- POINT 'A' SHALL BE A MINIMUM OF 6 INCHES HIGHER THAN POINT 'B' TO ENSURE WATER FLOWS OVER THE BIOROLL AND DOES NOT FLANK THE EDGES AND CAUSE EROSION.
- DITCH CHECK SPACING SHALL BE DETERMINED FROM THE FOLLOWING FORMULA: APPROXIMATE SPACING OF DITCH CHECKS (FT) = DITCH CHECK HEIGHT (FT) X 100 % CHANNEL SLOPE

SEDIMENT LOG INSTALLATION

CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	3/15	PLATE NO. EC-07



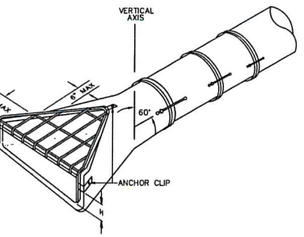
SECTION



NOTES:
1. ALL MANHOLES MUST BE A MINIMUM OF 4' IN DEPTH.
2. MANHOLE STEPS SHALL BE PLACED SO THAT OFFSET VERTICAL PORTION OF CONE IS FACING DOWNSTREAM.
3. PROVIDE POURED CONCRETE INVERTS AND DOGHOUSES.
4. GROUT ALL LIFT HOLES.
5. MARKING POSTS SHALL BE INSTALLED AT ALL MANHOLES LOCATED OUTSIDE OF STREET SECTION. SEE PLATE NO. MISC-01.
6. MINIMUM 48" DIAMETER WHEN PIPE IS 36" OR SMALLER. MINIMUM 72" DIAMETER WHEN PIPE IS LARGER THAN 36"

STORM STANDARD MANHOLE

CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	8/13	PLATE NO. STM-01



TRASH GUARD SIZING

PIPE SIZE (IN.)	BOLT DIAMETER (IN.)	BARS (IN.)	H (IN.)
15	5/8	3/4	4
18	5/8	3/4	4
21	3/4	1	6
24	3/4	1	6
27	3/4	1	6
30	3/4	1	6
36	3/4	1	6
42	3/4	1	6
48	1	1 1/4	12

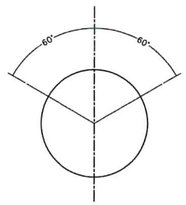
TIE BOLT & FASTENER ASSEMBLY

NOTES:
1. USE TWO TIE BOLT FASTENERS PER JOINT INSTALLED AT 60' FROM TOP OF PIPE.
2. LAST THREE JOINTS SHALL BE TIED.
3. TYING AND TRASH GUARD SHALL BE INCLUDED IN UNIT PRICE BID FOR END SECTION.
4. BARS AND PLATES ARE HOT-ROLLED STEEL.
5. BARS, PLATES, PIPE, AND BOLTS ARE GALVANIZED.
6. VERTICAL OPENING SHALL BE A MAXIMUM OF 6" AND A MINIMUM OF 4" HIGH
7. FOR RIP RAP PLACEMENT SEE DETAIL STM-12
8. TRASH GUARDS ON 15-18" FLARED END SECTIONS SHALL BE PLACED ON POND OUTLETS ONLY. DO NOT PLACE ON POND INLETS OR CULVERTS.

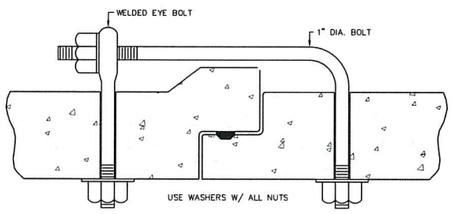
RIP-RAP REFERENCE
CITY PLATE STM-12

STANDARD FLARED END SECTION AND TRASH GUARD

CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	4/17	PLATE NO. STM-10

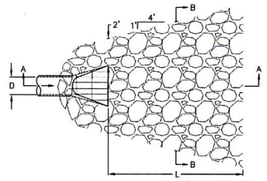


TIE PLACEMENT



PIPE TIE DETAIL

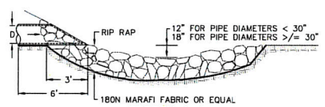
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	3/11	PLATE NO. STM-11



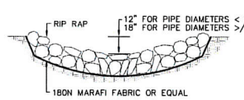
18ON MARAFI FABRIC OR EQUAL SHALL COVER THE AREA UNDER THE RIPRAP, 6' UNDER THE FLARED END SECTION AND EXTEND UP THE SIDES OF THE EXCAVATED AREA TO FINISHED GRADE.

RIPRAP SHALL EXTEND 3' UNDER THE FLARED END SECTION. PLACE A 3" LAYER OF 1.5" CRUSHED ROCK UNDER THE APRON TO AID IN GRADING. CRUSHED ROCK IS INCIDENTAL

PLAN



SECTION A-A



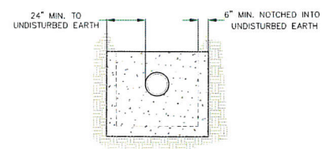
SECTION B-B

RIP RAP AT RCP OUTLETS

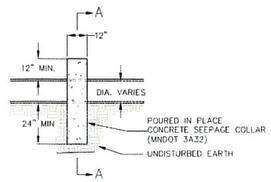
DIAMETER OF ROUND PIPE (IN.)	L (FT.)	CLASS II (6") 12" DEPTH (CY)	CLASS II (6") 6" DEPTH (CY)	CLASS III (9") 18" DEPTH (CY)	CLASS III (9") 9" DEPTH (CY)	CLASS IV (12") 24" DEPTH (CY)	CLASS IV (12") 12" DEPTH (CY)
15	8	3.5	1.8	5.3	2.7	7.0	3.5
18	10	4.5	2.3	6.8	3.4	9.0	4.5
21	10	4.8	2.4	7.3	3.7	9.8	4.9
24	12	6.1	3.1	9.2	4.6	12.3	6.2
27	12	6.5	3.3	9.7	4.9	13.0	6.5
30	14	8.0	4.0	11.9	6.0	15.9	8.0
36	16	10.0	5.0	15.0	7.5	20.0	10.0
42	18	11.7	5.9	17.5	8.8	23.4	11.7
48	20	13.8	6.9	20.70	10.4	27.6	13.8

RIP RAP

CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	2/15	PLATE NO. STM-12



SECTION A-A



NOTE:
1. NO BLOCK OR OTHER FILL MATERIAL ALLOWED
2. COLLAR SHALL BE ADEQUATELY FRAMED USING WOOD OR OTHER SUITABLE MATERIAL.
3. NOTCH ALL SIDES INTO UNDISTURBED SOILS A MINIMUM OF 6".

ANTI-SEEPAGE COLLAR

CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	2/15	PLATE NO. STM-20

REV. NO.	DATE	DESCRIPTION

DESIGN FILE: 68TH ST STM
DRAWN BY: JDM
DESIGN BY: TK/JM/SD
CHKED. BY: NH/SD
DWG. NAME:
DATE: 05/01/2019

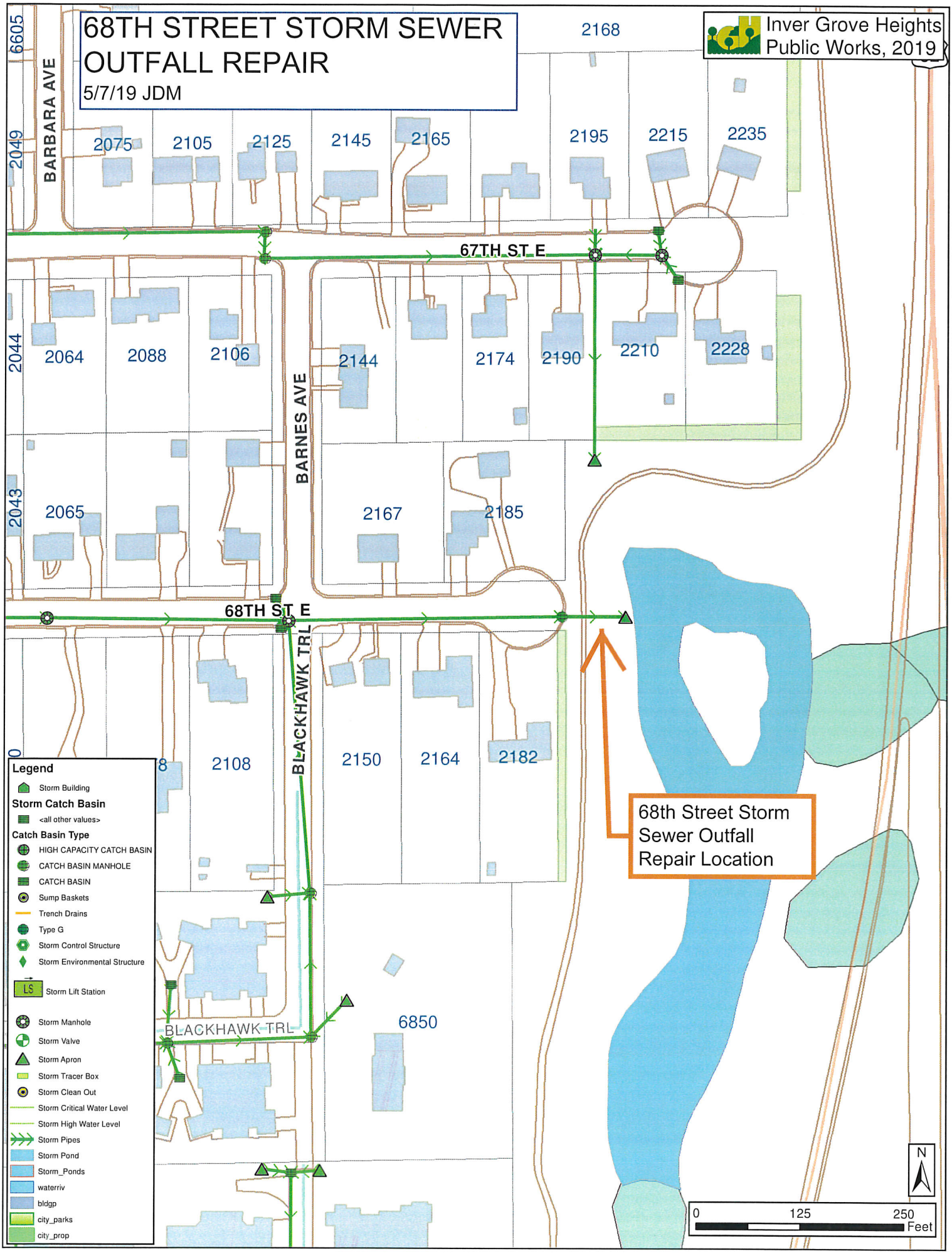
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA STATUTES SECTION 326.02 TO 326.16.
JACOB D. MOSER DATE: 5/1/19 MINN. REG. NO. 53088

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

BID PLAN
68TH ST STORM SEWER
OUTFALL REPAIR

SHEET NO. 2 / 2

Y:\PublicWorks\Engineering\PROJECTS_ADDRESS\68thSt_22XX (Storm Sewer Outfall)\CAD.a\2019.05.01 STORM SEWER REPAIR.dwg


68TH STREET STORM SEWER OUTFALL REPAIR
5/7/19 JDM
Inver Grove Heights Public Works, 2019
BARBARA AVE
67TH ST E
BARNES AVE
68TH ST E
BLACKHAWK TRL
BLACKHAWK TRL
6605
2049
2044
2043
2168
2075
2105
2125
2145
2165
2195
2215
2235
2064
2088
2106
2144
2174
2190
2210
2228
2065
2167
2185
2108
2150
2164
2182
6850
68th Street Storm Sewer Outfall Repair Location
Legend
Storm Building
Storm Catch Basin
<all other values>
Catch Basin Type
HIGH CAPACITY CATCH BASIN
CATCH BASIN MANHOLE
CATCH BASIN
Sump Baskets
Trench Drains
Type G
Storm Control Structure
Storm Environmental Structure
LS
Storm Lift Station
Storm Manhole
Storm Valve
Storm Apron
Storm Tracer Box
Storm Clean Out
Storm Critical Water Level
Storm High Water Level
Storm Pipes
Storm Pond
Storm_Ponds
waterriv
bldgp
city_parks
city_prop
N
0
125
250
Feet

AGENDA ITEM 4I

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Resolution Receiving Objection Letter

Meeting Date: May 28, 2019
Item Type: Consent
Contact: Scott D. Thureen, 651.450-2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: SDT

Fiscal/FTE Impact:

- [X] None
- [ ] Amount included in current budget
- [ ] Budget amendment requested
- [ ] FTE included in current complement
- [ ] New FTE requested – N/A
- [ ] Other:

PURPOSE/ACTION REQUESTED

Resolution receiving objection letter.

SUMMARY

The attached letter objects to the assessment of $208,213.00 against a parcel owned by Ace in the Hole Real Estate Limited Partnerships (PID No. 20-00600-050-10) for City Project No. 2015-03, 65th Street Construction (between T.H. 3 and Argenta Trail). The letter was sent via email to a number of email addresses in the City on the afternoon of May 13, 2019. Public Works staff was not made aware of its arrival until the morning of May 14, 2019.

I recommend approval of the resolution receiving the letter of objection.

SDT/kf
Attachments: Resolution
Objection letter

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION RECEIVING LETTER OF OBJECTION TO SPECIAL ASSESSMENT AGAINST PID NO. 20-00600-050-10 FOR CITY PROJECT NO. 2015-03 – 65TH STREET RECONSTRUCTION AND UTILITY IMPROVEMENTS

RESOLUTION NO. _____

WHEREAS, an assessment hearing for City Project No. 2015-03, 65th Street Construction and Utility Improvements for T.H. 3 to Argenta Trail was held on May 13, 2019; and

WHEREAS, a letter objecting to the special assessment against PID No. 20-00600-050-10 was received via email the afternoon of May 13, 2019, prior to the subject assessment hearing; and

WHEREAS, said letter was not received at the assessment hearing.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA THAT the City Council receives the subject letter of objection.

Adopted by the City Council of Inver Grove Heights this 28th day of May 2019.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Interim Deputy Clerk

Dougherty Molenda Attorneys
Solfest, Hills & Bauer P.A.

Robert B. Bauer
Direct dial: (952) 953-8847
E-mail: rbauer@dmshb.com

May 13, 2019

Via Email & U.S. Mail

City of Inver Grove Heights
Attn: George Tourville, Mayor
8150 Barbara Avenue
Inver Grove Heights, MN 55077
gtourville@invergroveheights.org

City of Inver Grove Heights
Attn: Michelle Tesser, Clerk
8150 Barbara Avenue
Inver Grove Heights, MN 55077
mtesser@invergroveheights.org

City of Inver Grove Heights
Attn: Tom Bartholomew,
Council Member
8150 Barbara Avenue
Inver Grove Heights, MN 55077
tbartholomew@invergroveheights.org

City of Inver Grove Heights
Attn: Brenda Dietrich,
Council Member
8150 Barbara Avenue
Inver Grove Heights, MN 55077
bdietrich@invergroveheights.org

City of Inver Grove Heights
Attn: Rosemary Piekarski Krech,
Council Member
8150 Barbara Avenue
Inver Grove Heights, MN 55077
rpiekarskikrech@invergroveheights.org

City of Inver Grove Heights
Attn: Kara Perry,
Council Member
8150 Barbara Avenue
Inver Grove Heights, MN 55077
kperry@invergroveheights.org

RE: ***Objection to Special Assessments***
City Project Nos. 2015-03 and 2018-03
Our File No. 16749-41005

Dear Mayor, Clerk and Council Members:

This office serves as legal counsel to Ace in the Hole Real Estate Limited Partnership, Todd Foster, John N. Simons, Jeanne L. Simons and Heather F. Sarazen. Please be advised that my clients object to the proposed special assessment as their property does not receive a special benefit equal to the amount of the assessment proposed. Some reasons for the objection include, but are not limited to, the following:

- As a preliminary matter, the project has not been constructed and therefore it is impossible for my client to receive any special benefit on the assessment date as there has been no work done on their property.

Office
14985 Glazier Avenue
Suite 525
Apple Valley, MN 55124
(952) 432-3136 Phone
(952) 432-3780 Fax

www.dmshb.com

Attorneys
Michael G. Dougherty[1]
Loren M. Solfest[1,2]
Sharon K. Hills
Robert B. Bauer[1,2]
Terrence A. Merritt[2]
Annette M. Margarit
Stephen A. Ling[1]
Christine J. Cassellius
Matthew J. Schaap
Lauri Ann Schmid
Brian J. Wisdorf[1]
Ryan J. Bies
William M. Topka
Anna M.W. Gunderson
Pa Houa Vue
Jeffrey D. Metcalf
Laura L. Brooks
Molly P. Davy

Michael E. Molenda (Ret.)

- The engineer's estimate for the project was $2,650,000.00 and the total assessments are $2,748,420.00, however, the bid to be awarded to Danner Construction is in the amount of $1,743,504.50 (63.4% of the estimated amount).

- The amount of the assessments proposed to be levied are $961,945.00 (or 35%). Of this amount, $208,213.00 (or 21.65%) are proposed to be levied against my clients' property.

- Based on the project costs awarded to Danner Construction, if the proposed special assessment is 35% of the project costs, the new total assessment should be $610,225.31, not $961,945.00. If this math is carried further, the amount of the proposed assessment for my clients' property would be $132,083.27, not $208,213.00.

- The proposed special assessments are not uniformly applied to all assessed properties.

- The proposed special assessments are an unlawful taking of my clients' property and my clients intend to appeal the special assessment to Dakota County district court.

Based on the forgoing, my clients vigorously object to the assessment and requests that the Council, at a minimum, delay any proposed assessment until the actual project has been constructed.

Very truly yours,

Robert B. Bauer

RBB/kmw
cc: Timothy Kuntz, City Attorney
Ace in the Hole Real Estate Limited Partnership
Todd Foster
John N. Simons
Jeanne L. Simons
Heather F. Sarazen

AGENDA ITEM 4J

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Resolution Accepting the MS4 Annual Report for 2018

Meeting Date:	May 28, 2019		**Fiscal/FTE Impact:**
Item Type:	Consent	X	None
Contact:	Thomas J. Kaldunski, 651-450-2572		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director		FTE included in current complement
	SDT		New FTE requested – N/A
			Other:

PURPOSE/ACTION REQUESTED

Consider resolution accepting the MS4 Annual Report for 2018.

SUMMARY

The implementation requirements of the City's NPDES MS4 (Storm Water) Permit require the City to prepare an Annual Report to the MPCA. Staff was able to accomplish all of the necessary tasks associated with the Storm Water Permit. A copy of the MS4 Annual Report for 2018 is attached.

The City completed a program that took care of all aspects of our Annual Report, including the annual meeting, developing and providing required education materials for the general public, providing required staff training, and providing an inspection and record keeping database for City use.

The Annual Report was presented to the public at the May 8, 2019 annual meeting. Six residents attended the meeting and provided comments regarding the MS4 program and annual report. In addition, Facebook Live was utilized to provide the opportunity for residents who could not attend the meeting to live-stream or view it at a later time. The presentation had 419 views as of May 14, 2019. A copy of the presentation is attached for your information. The comments received did not result in any significant changes to the City's MS4 Program and a Record of Decision was prepared (see attached). The City's 2018 MS4 Program included improvement actions, maintenance programs, training, inspections, and the implementation of the 2018 MS4 permit requirements. In 2018, the City continued a five-year annual inspection plan for identifying and correcting the storm water facility maintenance needs.

I recommend approval of the resolution accepting the 2018 MS4 Annual Report and Record of Decision. The City must provide this Annual Report to the MPCA by June 30, 2019.

TJK/kf
Attachments: Resolution
2019 Record of Decision
MS4 Annual Report
Presentation at the Annual Meeting

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING THE MS4 ANNUAL REPORT FOR 2018

RESOLUTION NO. _____

WHEREAS, the City Public Works Department completed all required implementation tasks for 2018 for the City's NPDES MS4 (Storm Water) Permit; and

WHEREAS, the City compiled the MS4 activities in a Record of Activities, prepared an Annual Report for 2018 and conducted an Annual Meeting to present the MS4 Report to the public; and

WHEREAS, the City heard comments from its residents and concluded that the MS4 activities for 2018 met the permit requirements and staff prepared the 2019 Record of Decision following the May 8, 2019 Annual Meeting.

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

1. The 2019 Record of Decision and the MS4 Annual Report for 2018 are hereby accepted and staff is directed to present the Annual Report to the MPCA prior to the June 30, 2019 deadline.

Adopted by the City Council of Inver Grove Heights this 28th day of May 2019.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Interim Deputy City Clerk

2019 RECORD OF DECISION
May 14, 2019

CITY OF INVER GROVE HEIGHTS, MN
NPDES PHASE II: SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4) {Part V.G.2.b.1-3, c.}

Pursuant to MS4 requirements, the following Record of Decision was created in response to public comments received at the 2019 annual public meeting held at 11:15 a.m. on May 8, 2019 at Inver Grove Heights City Hall, 8150 Barbara Avenue in Inver Grove Heights, MN.

Background & Comments

Steve Dodge, Assistant City Engineer, presented an overview of the City's Storm Water Pollution Prevention Plan (SWPPP), and outlined the six minimum control measures the City implemented in 2018 and goals for 2019. The meeting was held to encourage public comment, determine the appropriateness of the current plan and incorporate public feedback into the SWPPP (if applicable).

Six residents attended the meeting. In addition, Facebook Live was utilized to provide the opportunity for residents who could not attend the meeting to live-stream or view it at a later time. The presentation had 419 views as of May 14, 2019. Public comments received at the meeting consisted of support for the MS4 program, concern about current high lake and pond levels, concern over use of non-organic use of lawn care products at city facilities, concern over littering of ponds, support for additional staff and funding for storm water management, and an interest in gaining education and information on the SWPPP.

City staff provided general information on these topics and sources where residents can obtain additional information, if desired. Due to the nature of the comments received, no formal response or SWPPP modifications are required by the City.

Any questions regarding the MS4 requirements for the City of Inver Grove Heights may be directed to Tom Kaldunski, City Engineer, at 651-450-2572.

<End of Record of Decision>

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

MS4 question worksheet for 2018 annual report

Municipal Separate Storm Sewer Systems (MS4s)

Reporting period January 1, 2018 to December 31, 2018

Due June 30, 2019

*Copy of questions – **Not for submittal***

Instructions: This form is for your personal use only. Complete the online Annual Report to provide a summary of your activities under the 2013 MS4 Permit (Permit) between January 1, 2018, and December 31, 2018. The online Annual Report and additional information can be found on the Minnesota Pollution Control Agency (MPCA) website at: https://stormwater.pca.state.mn.us/index.php?title=MS4_Annual_Report.

Questions: Contact Cole Landgraf (cole.landgraf@state.mn.us, 651-757-2880)

Contact information

MS4 General contact information

Full name: Thomas J. Kaldunski, PE Title: City Engineer

Mailing address: 8150 Barbara Avenue

City: Inver Grove Heights State: MN Zip code: 55077

Phone: 651-450-2572 Email: tkaldunski@invergroveheights.org

Preparer contact information *(if different from the MS4 General contact)*

Full name: Nick Hahn Title: Senior Engineering Technician

Mailing address: 8150 Barbara Avenue

City: Inver Grove Heights State: MN Zip code: 55077

Phone: 651-554-3445 Email: nhahn@invergroveheights.org

Minimum Control Measure (MCM) 1: Public education and outreach

The following questions refer to Part III.D.1. of the Permit.

2. Did you select a stormwater-related issue of high priority to be emphasized during this Permit term? [Part III.D.1.a.(1)] ☐ Yes ☒ No

3. If '***Yes***' in **Q2**, what is your stormwater-related issue(s)? *Check all that apply.*
   - ☐ Total Maximum Daily Loads (TMDLs)
   - ☐ Local businesses
   - ☐ Residential best management practices (BMPs)
   - ☐ Pet waste
   - ☐ Yard waste
   - ☐ Deicing materials
   - ☐ Household chemicals
   - ☐ Construction activities
   - ☐ Post-construction activities
   - ☐ Other (describe): _____

4. Have you distributed educational materials or equivalent outreach to the public focused on illicit discharge recognition and reporting? [Part III.D.1.a.(2)] ☒ Yes ☐ No

5. Do you have an implementation plan as required by the Permit? [Part III.D.1.b.] ☒ Yes ☐ No

Not for submittal

6. How did you distribute educational materials or equivalent outreach? [Part III.D.1.a.] *Check all that apply in table below.*
7. For the items checked in **Q6** below, who is the intended audience? *Check all that apply in table below.*
8. For the items checked in **Q6** below, enter the total circulation/audience in table below (if unknown, use best estimate).

Q6. How did you distribute educational materials? *(Check all that apply):*	**Q7. Intended audience?** *(Check all that apply.)*						**Q8. Total circulation /audience:**
	Residents	*Local businesses*	*Developers*	*Students*	*Employees*	*Other*	
☒ ***Brochure***	☒	☒	☒	☒	☒	☐	34,344
☒ ***Newsletter***	☒	☐	☐	☐	☐	☐	34,344
☐ ***Utility bill insert***	☐	☐	☐	☐	☐	☐	
☒ ***Newspaper ad***	☒	☒	☐	☐	☐	☐	34,344
☐ ***Radio ad***	☐	☐	☐	☐	☐	☐	
☐ ***Television ad***	☐	☐	☐	☐	☐	☐	
☐ ***Cable access channel***	☐	☐	☐	☐	☐	☐	
☐ ***Stormwater-related event***	☐	☐	☐	☐	☐	☐	
☐ ***School presentation or project***	☐	☐	☐	☐	☐	☐	
☒ ***Website***	☒	☒	☒	☒	☒	☐	34,344
☐ ***Other (1): describe***	☐	☐	☐	☐	☐	☐	
☐ ***Other (2): describe***	☐	☐	☐	☐	☐	☐	
☐ ***Other (3): describe***	☐	☐	☐	☐	☐	☐	

For **Q9** and **Q10**, provide a brief description of each activity related to public education and outreach (e.g., rain garden workshop, school presentation, public works open house) held and the date each activity was held from January 1, 2018, to December 31, 2018. [Part III.D.1.c.(4)]

9. Date of activity *in table below*
10. Description of activity *in table below*

Q9. Date of activity	**Q10. Description of activity**
8/23 to 9/3	State Fair Eco Experience
2/28 to 6/5	10 Rain Garden Workshops

11. Between January 1, 2018, and December 31, 2018, did you modify your BMPs, measurable goals, or future plans for your public education and outreach program? [Part IV.B.] ☐ Yes ☒ No

    If '***Yes,***' describe these modifications:

MCM 2: Public participation/involvement

The following questions refer to Part III.D.2.a. of the Permit.

12. You must provide a minimum of one opportunity each year for the public to provide input on the adequacy of your Stormwater Pollution Prevention Program (SWPPP). Did you provide this opportunity between January 1, 2018, and December 31, 2018? [Part III.D.2.a.(1)] ☒ Yes ☐ No
13. If '***Yes***' in **Q12**, what was the opportunity that you provided? *Check all that apply.* ☒ Yes ☐ No

    ☒ Public meeting
    ☐ Public event
    ☐ Other

Not for Submittal

14. If '***Public meeting***' in **Q13**, did you hold a stand-alone meeting or combine it with another event?

☒ Stand-alone
☐ Combined

Enter the date of the public meeting: 05/08/2018

Enter the number of citizens that attended and were informed about your SWPPP: 1

15. If '***Public event***' in **Q13**, describe:

Enter the date (mm/dd/yyyy) of the public meeting:

Enter the number of citizens that attended and were informed about your SWPPP:

16. If '***Other***' in **Q13**, describe:

Enter the date (mm/dd/yyyy) of the public meeting:

Enter the number of citizens that attended and were informed about your SWPPP:

17. Between January 1, 2018, and December 31, 2018, did you receive any input regarding your SWPPP? ☒ Yes ☐ No

If '**Yes**,' enter the total number of individuals or organizations that provided comments on your SWPPP. 1

18. If '***Yes***' in **Q17**, did you modify your SWPPP as a result of written input received? [Part III.D.2.b.(2)] ☐ Yes ☒ No

If '***Yes***,' describe those modifications.

19. Between January 1, 2018, and December 31, 2018, did you modify your BMPs, measurable goals, or future plans for your public participation/involvement program? [Part IV.B.] ☐ Yes ☒ No

If '**Yes**,' describe those modifications.

MCM 3: Illicit discharge detection and elimination

The following questions refer to Part III.D.3. of the Permit.

20. Do you have a regulatory mechanism which prohibits non-stormwater discharges to your MS4? [Part III.D.3.b.] ☒ Yes ☐ No

21. Did you identify any illicit discharges between January 1, 2018, and December 31, 2018? [Part III.D.3.h.(4)] ☒ Yes ☐ No

22. If '***Yes***' in **Q21**, enter the number of illicit discharges detected. 9

23. If '***Yes***' in **Q21**, how did you discover these illicit discharges? Check all that apply and enter the number of illicit discharges discovered by each category.

☒ Public complaint
☒ Staff

24. If '***Public complaint***' in **Q23**, enter the number discovered by the public: 4

25. If '***Staff***' in **Q23**, enter the number discovered by staff: 5

Not for submittal

26. If '***Yes***' in **Q21**, did any of the discovered illicit discharges result in an enforcement action (this includes verbal warnings)? ☒ Yes ☐ No

27. If '***Yes***' in **Q26**, what type of enforcement action(s) was taken and how many of each action were issued between January 1, 2018, and December 31, 2018? *Check all that apply. For each of the below checked, enter the number that were issued.* ☒ Yes ☐ No

☐ Verbal warning: _____
☒ Notice of violation: 4
☐ Fine: _____
☐ Criminal action: _____
☐ Civil penalty: _____
☐ Other: describe

28. If '***Yes***' in **Q26**, did the enforcement action(s) taken sufficiently address the illicit discharge(s)? ☒ Yes ☐ No

29. If '***No***' in **Q28**, why was the enforcement not sufficient to address the illicit discharge(s)?

30. Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your illicit discharge regulatory mechanism(s)? [Part III.B.] ☒ Yes ☐ No

31. Between January 1, 2018 and December 31, 2018, did you train all field staff in illicit discharge recognition (including conditions which could cause illicit discharges) and reporting illicit discharges for further investigations? [Part III.D.3.e.] ☒ Yes ☐ No

32. If '***Yes***' in **Q31**, how did you train your field staff? Check all that apply.

☐ Email
☒ PowerPoint
☐ Presentation
☐ Video
☐ Field training
☐ Other: describe

The following questions refer to Part III.C.1. of the Permit.

33. Did you update your storm sewer system map between January 1, 2018, and December 31, 2018? [Part III.C.1.] ☒ Yes ☐ No

34. Does your storm sewer map include all pipes 12 inches or greater in diameter and the direction of stormwater flow in those pipes? [Part III.C.1.a.] ☐ Yes ☒ No

35. Does your storm sewer map include outfalls, including a unique identification (ID) number and an associated geographic coordinate? [Part III.C.1.b.] ☒ Yes ☐ No

36. Does your storm sewer map include all structural stormwater BMPs that are part of your MS4? [Part III.C.1.c.] ☒ Yes ☐ No

37. Does your storm sewer map include all receiving waters? [Part III.C.1.d.] ☒ Yes ☐ No

38. In what format is your storm sewer map available:

☐ Hardcopy only
☒ GIS
☐ CAD
☐ Other: describe

39. Between January 1, 2018, and December 31, 2018, did you modify your BMPs, measurable goals, or future plans for your illicit discharge detection and elimination program? [Part IV.B.] ☐ Yes ☒ No

If '**Yes**,' describe those modifications.

Not for submittal

MCM 4: Construction site stormwater runoff control

The following questions refer to Part III.D.4. of the Permit

40. Do you have a regulatory mechanism that is at least as stringent as the Agency's general permit to Discharge Stormwater Associated with Construction Activity (CSW Permit) No. Minn. R. 100001 (http://www.pca.state.mn.us/index.php/view-document.html?gid=18984) for erosion and sediment controls and waste controls? [Part III.D.4.a.]
(Permit can be found on the MPCA website at https://www.pca.state.mn.us/water/construction-stormwater (titled 'Minnesota NPDES/SDS Construction Stormwater General Permit').
☒ Yes ☐ No

41. Have you developed written procedures for site plan reviews as required by the Permit? [Part III.D.4.b.] ☒ Yes ☐ No

42. Have you documented each site plan review as required by the Permit? [Part III.D.4.f.] ☒ Yes ☐ No

43. Enter the number of site plan reviews conducted for sites an acre or greater between January 1, 2018, and December 31, 2018. 26

44. What types of enforcement actions do you have available to compel compliance with your regulatory mechanism? Check all that apply and enter the number of each used from January 1, 2018, to December 31, 2018.
- ☒ Verbal warning, Number that were issued: 0
- ☒ Notice of violation, Number that were issued: 48
- ☒ Administrative order, Number that were issued: 0
- ☒ Stop-work order, Number that were issued: 0
- ☐ Fine, Number that were issued: _____
- ☒ Forfeit of security of bond money: 0
- ☒ Withholding of certificate of occupancy 0
- ☐ Criminal action, Number that were issued: _____
- ☒ Civil penalty, Number that were issued: 0
- ☐ Other: describe. _____, Number that were issued: _____

45. Do you have written ERPs to compel compliance with your construction site stormwater runoff control regulatory mechanism(s)? [Part III.B.] ☒ Yes ☐ No

46. Enter the number of active construction sites an acre or greater that were in your jurisdiction between January 1, 2018, and December 31, 2018: 16

47. Do you have written procedures for identifying priority sites? [Part III.D.4.d.(1)] ☐ Yes ☒ No

48. If '**Yes**,' in **Q47**, How are sites prioritized? *Check all that apply.*
- ☐ Site topography
- ☐ Soil characteristics
- ☐ Types of receiving water(s)
- ☐ Stage of construction
- ☐ Compliance history
- ☐ Weather conditions
- ☐ Citizen complaints
- ☐ Project size
- ☐ Other: describe

49. Do you have a checklist or other written means to document site inspections when determining compliance? [Part III.D.4.d.(4)] ☒ Yes ☐ No

50. Enter the number of site inspections conducted for sites an acre or greater between January 1, 2018, and December 31, 2018. 132

51. Enter the frequency at which site inspections are conducted (e.g., daily, weekly, monthly). [Part III.D.4.d.(2)] Weekly

52. Enter the number of trained inspectors that were available for construction site inspections between January 1, 2018, and December 31, 2018. 4

53. Provide the contact information for the inspector(s) and/or organization that conducts construction stormwater inspections for your MS4. List your primary construction stormwater contact first if you have multiple inspectors.

Not for submittal

(1) Inspector name:

Organization: City of Inver Grove Heights
Phone (office): 651-554-3445
Phone (work cell): 651-470-6767
Email: nhahn@invergroveheights.org
Preferred contact method:

(2) Inspector name:

Organization: City of Inver Grove Heights
Phone (office): 651-450-2575
Phone (work cell): 651-485-0996
Email: medwards@invergroveheights.org
Preferred contact method:

(3) Inspector name:

Organization: City of Inver Grove Heights
Phone (office): 651-450-2574
Phone (work cell): 651-485-0997
Email: mwright@invergroveheights.org
Preferred contact method:

54. What training did inspectors receive? *Check all that apply.*

- ☒ University of Minnesota Erosion and Stormwater Management Certification Program
- ☐ Qualified Compliance Inspector of Stormwater (QCIS)
- ☐ Minnesota Laborers Training Center Stormwater Pollution Prevention Plan Installer or Supervisor
- ☐ Minnesota Utility Contractors Association Erosion Control Training
- ☐ Certified Professional in Erosion and Sediment Control (CPESC)
- ☐ Certified Professional in Stormwater Quality (CPSWQ)
- ☐ Certified Erosion Sediment and Storm Water Inspector (CESSWI)
- ☐ Other: describe

55. Between January 1, 2018, and December 31, 2018, did you modify your BMPs, measurable goals, or future plans for your construction site stormwater runoff control program? [Part IV.B.] ☐ Yes ☒ No

If '**Yes**,' describe those modifications:

MCM 5: Post-construction stormwater management in new development and redevelopment

The following questions refer to Part III.D.5. of the Permit.

56. Do you have a regulatory mechanism which meets all requirements as specified in Part III.D.5.a. of the Permit? ☒ Yes ☐ No

57. What approach are you using to meet the performance standard for Volume, Total Suspended Solids (TSS), and Total Phosphorus (TP) as required by the permit? [Part III.D.5.a.(2)] *Check all that apply.* Refer to the Technical Support Document at http://www.pca.state.mn.us/index.php/view-document.html?gid=17815 for guidance on stormwater management approaches. *The TSD can be found on the MPCA website at https://www.pca.state.mn.us/water/municipal-stormwater-ms4 (refer to the Post Construction Stormwater Management section under the 'Guidance and BMPs' tab).*

- ☒ Retain a runoff volume equal to one inch times the area of the proposed increase of impervious surfaces on-site
- ☐ Retain the post-construction runoff volume on site for the 95th percentile storm
- ☒ Match the pre-development runoff conditions
- ☐ Adopt the Minimal Impact Design Standards
- ☐ An approach has not been selected
- ☒ Other method (Must be technically defensible - e.g., based on modeling, research and acceptable engineering practices)

If 'Other method,' describe:

The city has adopted volume control standards in its Northwest Area that require no increase in runoff volume from the site for the 5-year, 24-hour rainfall event.

Not for submittal

58. Do you have written ERPs to compel compliance with your post-construction stormwater management regulatory mechanism(s)? [Part III.B.] ☒ Yes ☐ No

59. Between January 1, 2018, and December 31, 2018, did you modify your BMPs, measurable goals, or future plans for your post-construction stormwater management program? [Part IV.B.] ☐ Yes ☒ No

If '***Yes***,' describe those modifications.

MCM 6: Pollution prevention/good housekeeping for municipal operations

The following questions refer to Part III.D.6. of the Permit.

60. Enter the total number of **structural stormwater BMPs**, **outfalls** (excluding underground outfalls), and **ponds** within your MS4 (exclude privately owned). Enter the number for each category below:

Structural stormwater BMPs: 151

Outfalls: 1059

Ponds: 194

61. Enter the total number of **structural stormwater BMPs**, **outfalls** (excluding underground outfalls), and **ponds** that were inspected from January 1, 2018 to December 31, 2018 within your MS4 (exclude privately owned) [Part III.D.6.e.]. Enter the number for each category below:

Structural stormwater BMPs: 66

Outfalls: 235

Ponds: 35

62. Have you developed an alternative inspection frequency for any structural stormwater BMPs, as allowed in Part III.D.6.e.(1) of the Permit? ☐ Yes ☒ No

63. Based on inspection findings, did you conduct any maintenance on any structural stormwater BMPs? [Part III.D.6.e.(1)] ☒ Yes ☐ No

64. If '***Yes***' in **Q63**, briefly describe the maintenance that was conducted:

Sediment and debris removal, rip rap maintenance, tree clearing, brush removal, weeding and replanting.

65. Do you own or operate any stockpiles, and/or storage and material handling areas? [Part III.D.6.e.(3)] ☒ Yes ☐ No

66. If '***Yes***' in **Q65**, did you inspect all stockpiles and storage and material handling areas quarterly? [Part III.D.6.e.(3)] ☒ Yes ☐ No

67. If '***Yes***' in **Q66**, based on inspection findings, did you conduct maintenance at any of the stockpiles and/or storage and material handling areas? ☒ Yes ☐ No

68. If '***Yes***' in **Q67**, briefly describe the maintenance that was conducted:

Ensure temporary sweepings stockpiles are clean and orderly before screening the material and then hauling them to a landfill to be used as clean cover material. Asphalt, concrete, and soil from water main breaks and other repairs are also temporarily stockpiled. This material is then sorted and the asphalt and concrete are hauled to a private company for recycling. The remaining granular materials are reused.

69. Between January 1, 2018, and December 31, 2018, did you modify your BMPs, measurable goals, or future plans for your pollution prevention/good housekeeping for municipal operations program? [Part IV.B.] ☐ Yes ☒ No

If '***Yes***,' describe those modifications:

Discharges to impaired waters with a EPA-approved TMDL that includes an applicable WLA

If you have been assigned a Waste Load Allocation (WLA) in a TMDL that was approved by the U.S. Environmental Protection Agency (EPA) prior to August 1, 2013, and were not meeting WLA(s) at the time of your permit application, you must complete the **TMDL Annua Report Form**, available on the MPCA website at:
https://stormwater.pca.state.mn.us/index.php?title=Download_page_with_TMDL_forms.
Attach your completed TMDL Annual Report Form to the actual Annual Report as instructed within that document. [Part III.E.]

Not for submittal

71. [question left blank for you to attach a file]

Alum or Ferric Chloride Phosphorus Treatment Systems

The following questions refer to Part III.F.3.a. of the Permit. Provide the information below as it pertains to your alum or ferric chloride phosphorus treatment system.

72. Date(s) of operation:

Month	Date(s) of operation (mm/dd/yyyy – mm/dd/yyyy)
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Month	Q73 Chemical(s) used for treatment	Q74 Gallons of alum or ferric chloride treatment	Q75 Gallons of water treated	Q76 Calculated pounds of phosphorus removed
January				
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				

77. Any performance issues and corrective action(s), including date(s) when corrective action(s) were taken, between January 1, 2018, and December 31, 2018:

Not for submittal

Partnerships

78. Did you rely on any other regulated MS4s to satisfy one or more permit requirements? ☒ Yes ☐ No

79. If '***Yes***' in **Q78**, describe the agreements you have with other regulated MS4s and which permit requirements the other regulated MS4s help satisfy: [Part IV.B.6.]

Inver Grove Heights is a member of the Lower Mississippi River WMO and of the Eagan-IGH WMO per Joint Powers Agreements. They assisted with MCM1: Public Education and Outreach

Additional information

If you would like to provide any additional files to accompany your Annual Report, use the space below to upload those files. For each space, you may attach one file.

80. [Optional space for you to attach a file]
81. [Optional space for you to attach a file]
82. [Optional space for you to attach a file]
83. Optional, describe the file(s) uploaded:

Owner or Operator Certification

The person with overall administrative responsibility for SWPPP implementation and permit compliance must certify this MS4 Annual Report. This person must be duly authorized and should be either a principal executive (i.e., Director of Public Works, City Administrator) or ranking elected official (i.e., Mayor, Township Supervisor).

☐ Yes - *I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete (Minn. R. 7001.0070). I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment (Minn. R. 7001.0540).*

By typing my name in the following space, I certify the above statements to be true and correct, to the best of my knowledge, and that information can be used for the purpose of processing my MS4 Annual Report.

Name of certifying official: The certifying official must electronically sign the online Annual Report form.

Title: _____ Date: _____
(mm/dd/yyyy)

Note: In the online form, you will be prompted to provide the email(s) of the individual(s) you would like to receive the MS4 Annual Report for 2018 submittal confirmation email from the MPCA. After you submit the form, please allow up to three business days to receive this confirmation email.

Email (1) _____

Email (2) _____

Email (3) _____

Not for submittal

Ethics, Excellence, Engagement

CITY OF
INVER GROVE HEIGHTS

8150 Barbara Avenue, Inver Grove Heights, MN 55077
651-450-2500
www.invergroveheights.org

Ethics, Excellence, Engagement

Engineering Division

Presented by: Steve Dodge, Assistant City Engineer

Prepared by: Nick Hahn, Senior Engineering Technician

May 8, 2019

8150 Barbara Ave. Inver Grove Heights, MN 55077
651-450-2500 www.invergroveheights.org

SWPPP/MS4 Annual Meeting

Ethics, Excellence, Engagement

Presenter: Steve Dodge, PE
Assistant City Engineer
651-450-2541
sdodge@invergroveheights.org

Agenda:

Presentation
Q&A

NPDES Phase MS4 Permit

- **N**ational
- **P**ollutant
- **D**ischarge
- **E**limination
- **S**ystem

- **S**torm
- **W**ater
- **P**ollution
- **P**revention
- **P**rogram

NPDES Permit Program:

- Created in 1972 by the Clean Water Act to address water pollution by regulating point sources that discharge pollutants to surface waters.

Why This Meeting?

- Educate interested citizens
- Receive comments from the public
  - Storm Water Pollution Prevention Plan (SWPPP)
    6 Minimum Control Measures (MCM's)
  - Review progress of Best Management Practices (BMP's)
- Meet the annual requirements of the MS4 permit

Six Minimum Control Measures (MCM)

1) Public education and outreach
2) Public participation and involvement
3) Illicit discharge detection and elimination
4) Construction site storm water runoff control
5) Post-construction storm water management
6) Pollution prevention and good housekeeping for municipal operations

2018 MS4 Achievements

MCM 1 & 2. Public Education, Outreach, Participation, and Involvement

- Insights newsletter (8 MS4-related articles)
  circulation 14,400

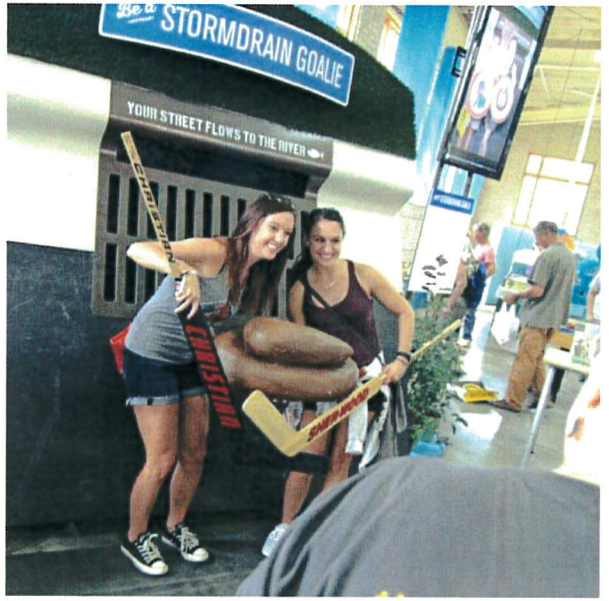
- Resident Participation:
  - Landscaping for Clean Water workshops (30 residents)
  - Design courses (22 residents)
  - Built rain gardens (1)
  - Built native gardens (6)

- Public Works webpage MS4 information
  - SWPPP
  - Annual report

2018 MS4 Achievements

MCM 1 & 2. Public Education, Outreach, Participation, and Involvement

- SWPPP Annual Public Meeting (May 8, 2018)
- State Fair Exhibits through the LMRWMO
- Eagan-IGH WMO
  - Rain Barrel Program
  - Library Clean Water Bags
- Collaborate with Storm Water Groups



DAKOTA COUNTY SOIL & WATER CONSERVATION DISTRICT

LMRWMO LOWER MISSISSIPPI RIVER WATERSHED MANAGEMENT ORGANIZATION

Minnesota Cities Stormwater Coalition

BWSR

Eagan - Inver Grove Heights Watershed Management Organization

8150 Barbara Ave. Inver Grove Heights, MN 55077
651-450-2500 www.invergroveheights.org

2018 MS4 Achievements

MCM 3. Illicit Discharge Detection & Elimination

- Illicit discharges are any discharge into a storm drain system that is not composed entirely of storm water.

- *Exceptions: Fire fighting, Lawn Watering, etc.*

- Sources
  - Sediment erosion
  - Spills and accidents
  - Broken sanitary sewer line
  - Connection of floor drains to storm sewer
  - Direct connections (ex. manufacturing facilities)
  - Inflow/Infiltration
  - Straight pipe sewer discharge
  - Failing septic systems
  - Illegal dumping

- Updated storm sewer map

- Annual storm sewer outfall/pond inspections

- 9 illicit discharge complaints reviewed and investigated in 2018

- 4 illicit discharge Notice of Violation issued in 2018

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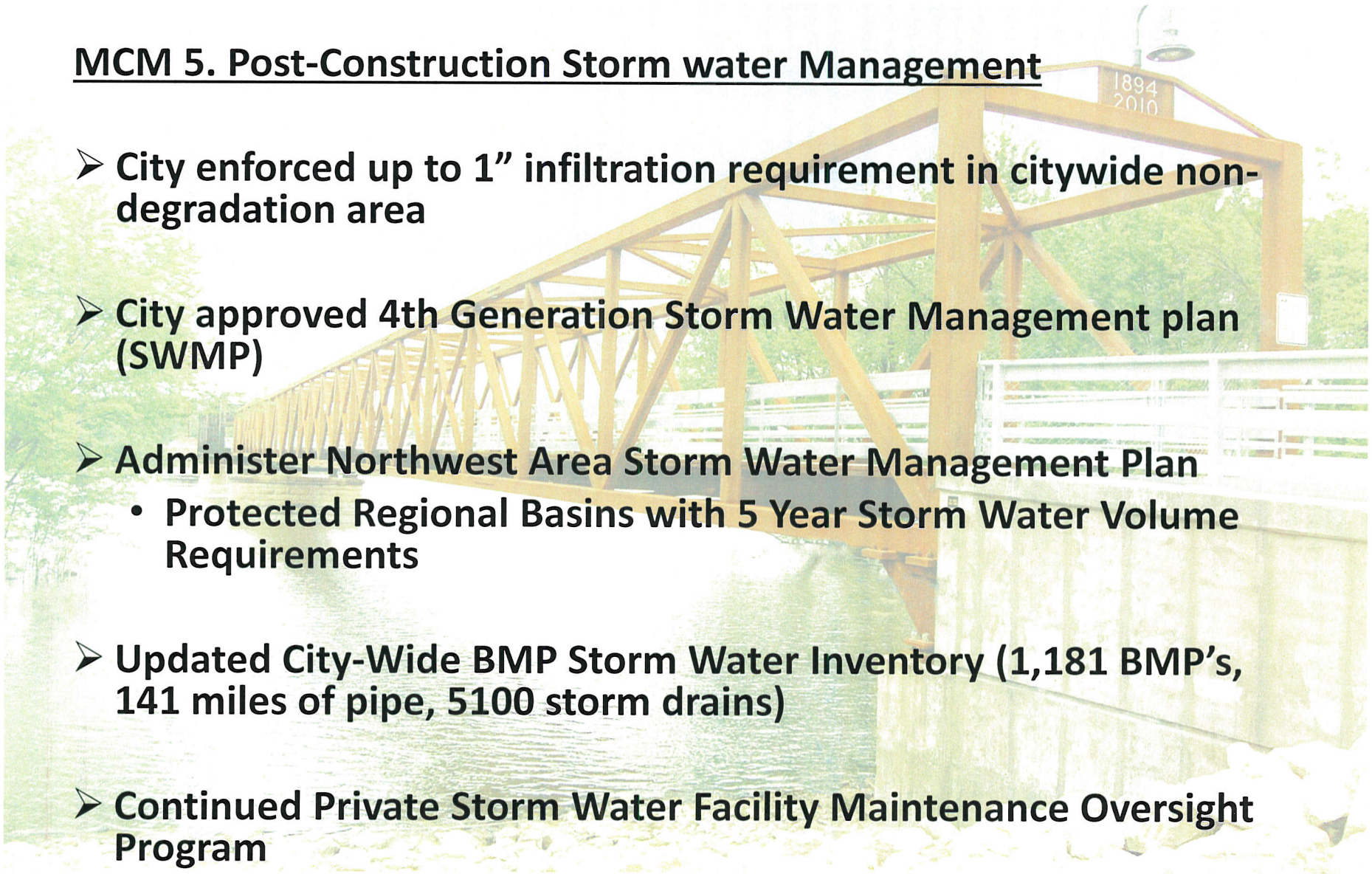
2018 MS4 Achievements

MCM 4. Construction Site Storm Water Runoff Control

- All construction sites requiring a building permit or an NPDES permit
  - 48 Erosion and Sediment Notice of Violations
  - Erosion control inspections weekly or when ½" or greater rainfall

2018 MS4 Achievements



MCM 5. Post-Construction Storm water Management

- City enforced up to 1" infiltration requirement in citywide non-degradation area
- City approved 4th Generation Storm Water Management plan (SWMP)
- Administer Northwest Area Storm Water Management Plan
  - Protected Regional Basins with 5 Year Storm Water Volume Requirements
- Updated City-Wide BMP Storm Water Inventory (1,181 BMP's, 141 miles of pipe, 5100 storm drains)
- Continued Private Storm Water Facility Maintenance Oversight Program

2018 MS4 Achievements

MCM 5. Post-Construction Storm water Management

- **26 Plan Reviews Completed**
- **9 Major Projects Under Construction**
  - **5 Public, 4 Private**
- **3 Development Projects Requiring Storm Water Facilities Maintenance Agreements**
- **5 Rain Garden Catch Basin Retrofits Constructed**
- **Roadside Rain Garden Program Design and Field Improvements**

2018 MS4 Achievements

MCM 6. Pollution Prevention and Good Housekeeping for Municipal Operations

- 235/1059 Outfall & 35/194 Pond Inspections
- 2018 Inspections for Minor and Major Maintenance Activities Completed
- Street Sweeping all City Streets and Parking Lots Spring and Fall
- Public Works Inspection of Public Storm Water Facilities

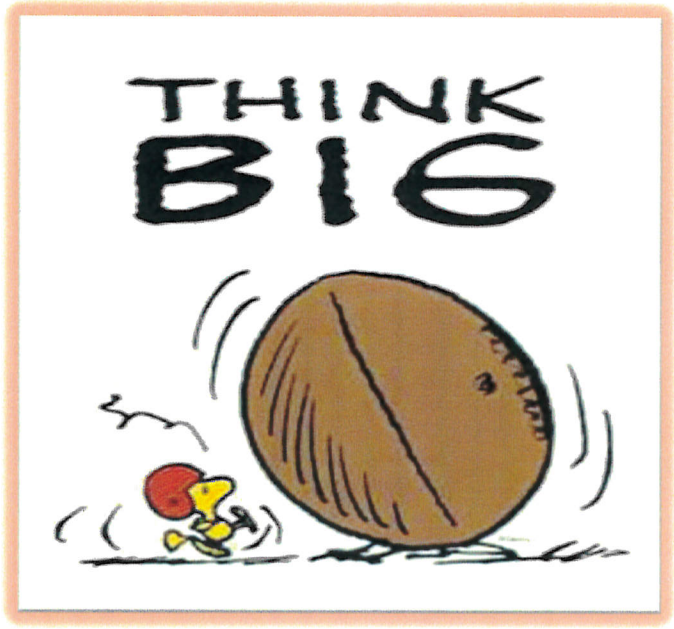
2019 MS4 Objectives

- Construct Storm Water Quality Improvements on City and county projects (5)

- Private Development Review, Agreements, and Construction (4)

- Provide IDDE/MS4/NPDES Annual Training

- Pamphlets for City Hall



- Roadside Rain Garden Program on City Website

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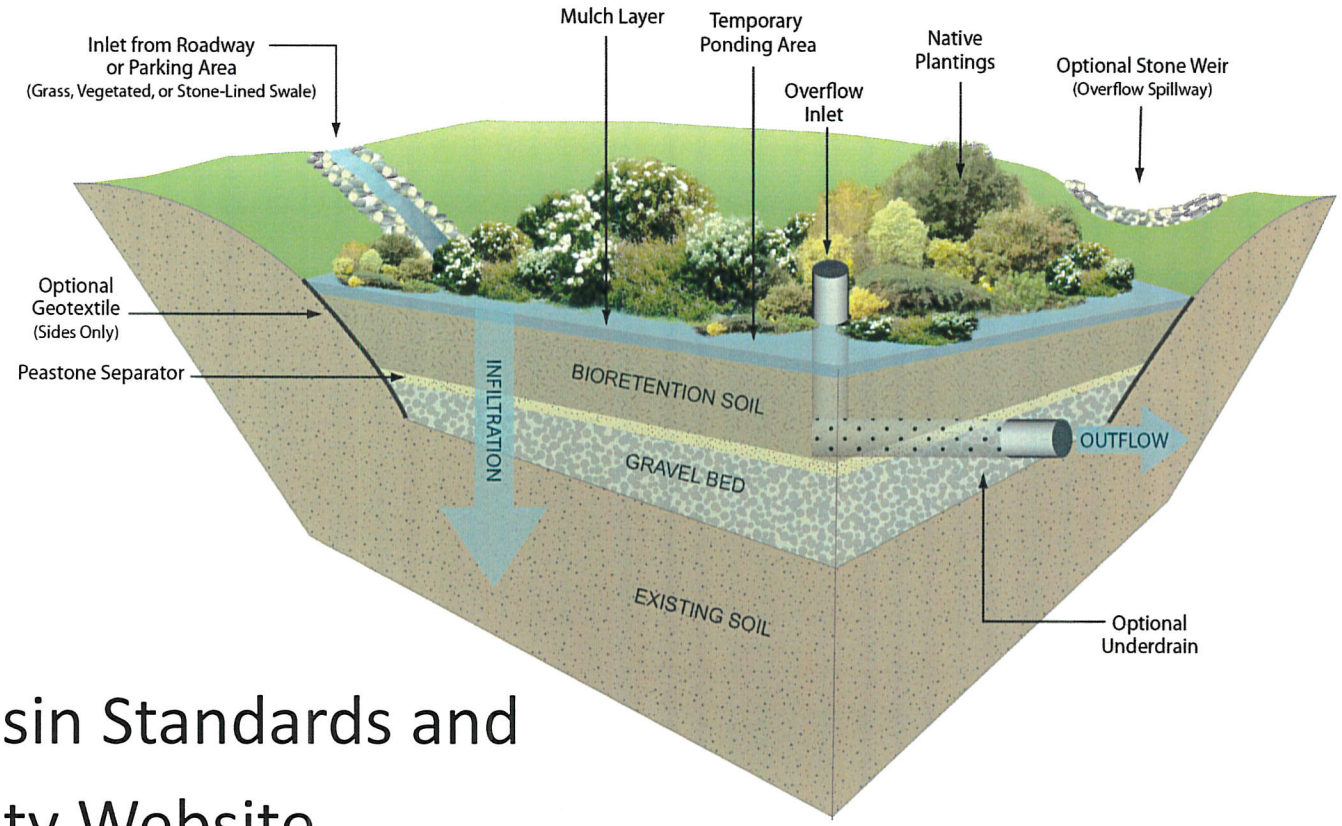
2019 MS4 Objectives



- Bioretention Basin Standards and Details on City Website
- Development of Enforcement Response Procedures (ERPs) and Standard Operating Procedures (SOP's)
- Apply for Storm Water Grants

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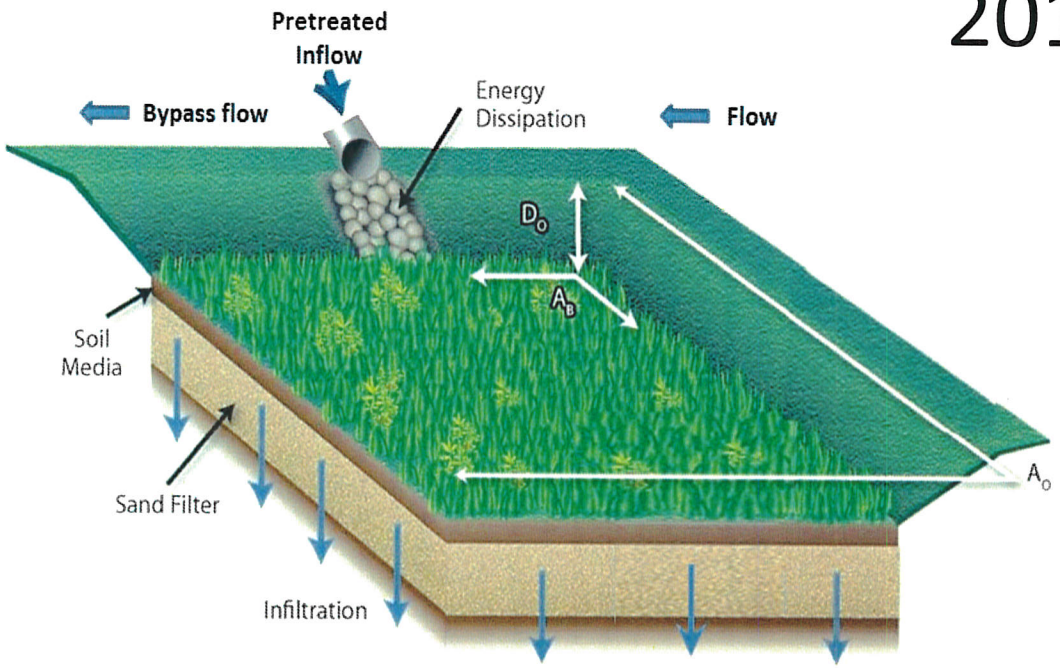
2019 MS4 Objectives



- Administer NWA Standards with New Developments
- Attend Various Organization Meetings
  - LMRWMO (Monthly)
  - MCSC (Annual)
  - MPCA Stakeholder
  - Eagan-IGH WMO

- Maintain Northwest Area Storm Water Models
- Continue O&M Notification of Private Storm Water Facility Inspections
- Storm Water Facility Major Repairs (Contractor)
- Storm Water Facility Maintenance (City Staff)

Ethics, Excellence, Engagement

Questions or Comments?

Additional information can be found at:

- http://www.pca.state.mn.us/water/stormwater/stormwater-ms4.html
- http://www.invergroveheights.org/index.aspx?nid=185
- http://www.cleanwatermn.org

AGENDA ITEM 4K

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Resolution Accepting Quote from Goodpointe Technology to Conduct 2019 Pavement Ratings

Meeting Date:	May 28, 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 SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution accepting quote from Goodpointe Technology to conduct 2019 Pavement Ratings.

SUMMARY

On May 16, 2019, City staff requested a quote from Goodpointe Technology in order to conduct pavement ratings on streets, parking lots and trails in the City of Inver Grove Heights. The City has been using Goodpointe Technology's services utilizing ICON software to rate our streets since 2001. Goodpointe's services and technology has worked well over the years; therefore, staff would like to continue with Goodpointe Technology's services using ICON software.

The quote is for street, parking lots, and trails ratings this year in an amount of $15,782.00. The street ratings scheduled for completion in 2019 are indicated in red on the attached map (Exhibit 1). Some of the MRT trails and 10 parking lots are also included in this year's ratings.

The City has been doing one third of its streets each year since 2001. Trail rating started three years ago, and the annual rotation of trails will start in 2019 for the second trail rating. Parking lots are just getting into the annual pavement rating program and will continue annually on a similar three-year rotation.

I recommend that the City Council adopt the resolution accepting the quote and hiring Goodpointe Technology in the amount of $15,782.00 for 2019 Pavement Ratings using ICON software. Staff has budgeted for this project using Pavement Management Funds.

TJK/kf
Attachments: Quote
Exhibit 1 (Location Map)

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING QUOTE AND HIRING CONTRACTOR FOR 2019 PAVEMENT RATINGS

RESOLUTION NO. _____

WHEREAS, pursuant to a request for a quote from Goodpointe Technology, a quote was received in the amount of $15,782.00; and

WHEREAS, Goodpointe Technology has been conducting pavement rating in the City of Inver Grove Heights since 2001. The ratings include some streets, parking lots, and trails using ICON software.

WHEREAS, the City has rated one-third of its streets on a rotating basis to track the pavement condition. Trails and parking lots have been added to the process recently.

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

1. The City hereby hires Goodpointe Technology for 2019 Pavement Ratings in the amount of $15,782.00 for pavement ratings on some streets, parking lots and trails in the City of Inver Grove Heights as illustrated in the rotation map.

2. The quote amount of $15,782.00 shall be funded through the Pavement Management Program.

Adopted by the City Council of Inver Grove Heights this 28h day of May 2019

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Interim Deputy Clerk

Kathy Fischer

From: Thomas J. Kaldunski, P.E.
Sent: Tuesday, May 21, 2019 10:34 AM
To: Kathy Fischer
Subject: FW: Icon Pavement rating proposal for 2019 IGH Inspection ratings/Corrected: $15,782 Total- Council item info

Kathy , This is the quote from Goodpointe to do the 2019 Icon pavement ratings . It also has maps of the areas to be done . Draft a GOBY.

Tom

From: Tony Kadlec <tkadlec@goodpointe.com>
Sent: Thursday, May 16, 2019 2:34 PM
To: Thomas J. Kaldunski, P.E. <tkaldunski@invergroveheights.org>
Subject: Re: Icon Pavement rating proposal for 2019 IGH Inspection ratings/Corrected: $15,782 Total

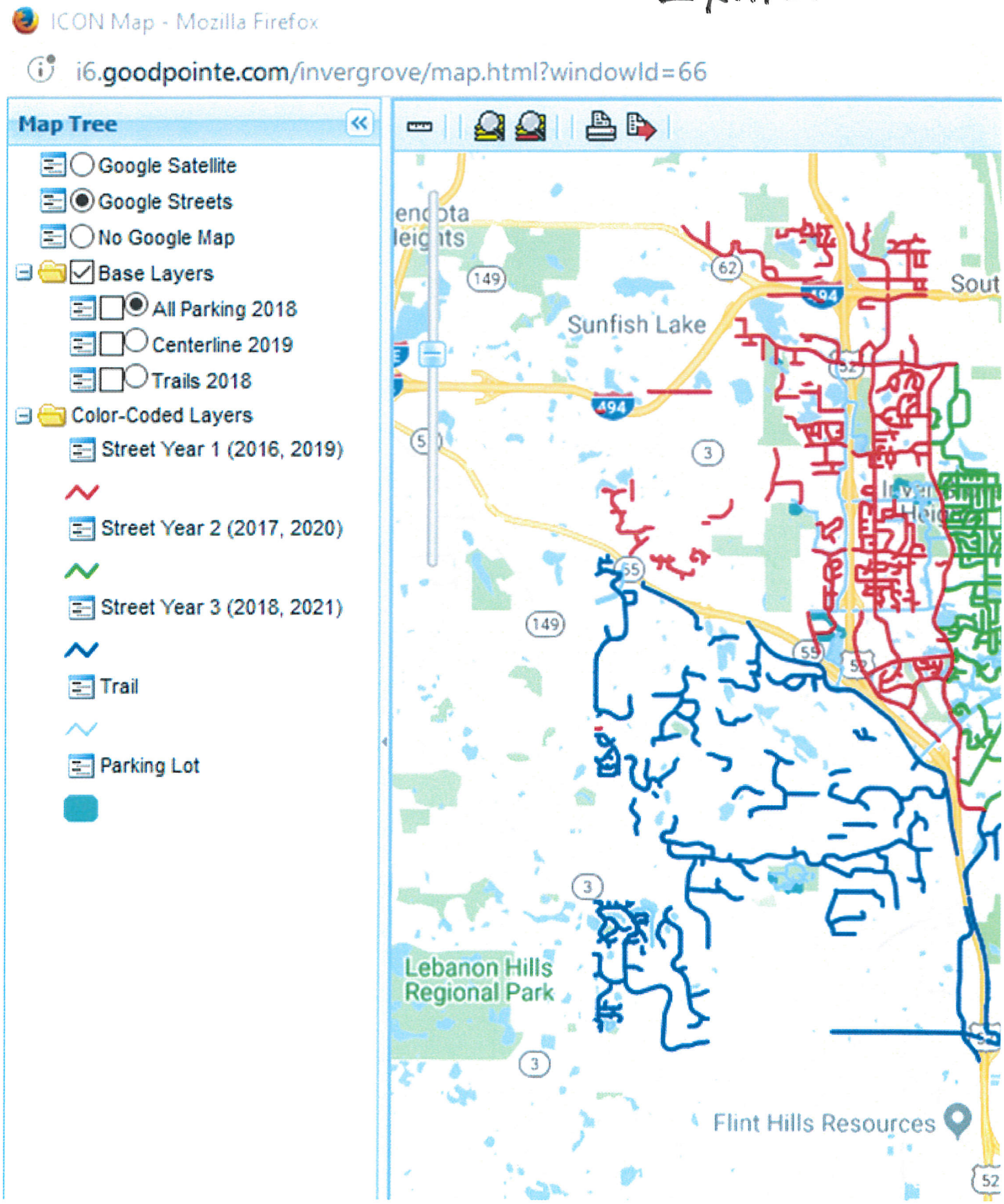
Hi Tom:

Please disregard that previously sent emai, didn't mean to send quite yet, the MRT trails are next up for survey this summer:

Item	Units	Rate	Total
IGH Roadways STREET YEAR 1 (2019, 2022)	47.4	$ 255.00	$ 12,087.00
IGH Parking Lots (10 Lots not rated since 2015)	10	$ 275.00	$ 2,750.00
IGH Trails_MRT (2019/2023)	4.2	$ 225.00	$ 945.00
			$ 15,782.00

Here is a map of 'Street Year 1', as shown in Red color:

Exhibit 4



And here is the 'MRT 2019/2022' trail as indicated in yellow:

AGENDA ITEM 4L

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

TIM & AMY JOHNSON – CASE NO. 19-12C

Meeting Date: May 28, 2019
Item Type: Consent Agenda
Contact: Heather Botten 651.450.2569
Prepared by: Heather Botten, Associate Planner
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve a Resolution for a Conditional Use Permit (CUP) and Stormwater Facilities Maintenance Agreement (SWFMA) to exceed the maximum impervious surface allowed on the property located at 3790 80th Street.

- Requires 4/5th's vote.
- 60-day deadline: June 2, 2019 (first 60-days)

SUMMARY

The applicant is requesting a conditional use permit (CUP) to exceed the maximum impervious surface amount allowed on the property. City Code allows the impervious surface maximum to be increased by 10% of the lot area with a CUP. The applicant is proposing to construct a garage addition, as well as a driveway expansion. Adding the additional hard surface would put the homeowner over the maximum allowed. Based on the lot size, the property is allowed 1,203 square feet of *additional* hard surface with a CUP; the applicant is asking for 543 square feet, which is well within that CUP allowance.

The Engineering Department has reviewed the request and is working with the applicant on the stormwater requirements for the addition. The attached stormwater facilities maintenance agreement shall be executed between the applicant and the City assuring continual maintenance of the stormwater features on the property. The applicant is proposing a raingarden on the property, which is designed to treat the proposed property improvements plus an additional 315 square feet for a future firepit or other hard surface.

RECOMMENDATION

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

Planning Commission: Recommended **approval** of the request at their May 7, 2019 meeting with the conditions listed in the attached resolution (9-0).

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

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

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

Tim & Amy Johnson
Case No. 19-12C

WHEREAS, an application for Conditional Use Permit (CUP) has been submitted for the property located at 3790 80th Street and legally described as:

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

WHEREAS, the aforedescribed property is zoned R-1C, single-family residential;

WHEREAS, the property is 12,027 square feet in size;

WHEREAS, the property is allowed 4,209 square feet of impervious surface based on lot size;

WHEREAS, the request is to allow 543 square feet of impervious surface above the maximum allowed on the property, but is within the amount allowed by a CUP;

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

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

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on May 7, 2019;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow 543 square feet of impervious surface above the allowed amount but well within the additional 10% of lot area allowed with a CUP, is hereby approved subject to the following conditions:

1. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.

2. A storm water facilities maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.

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

Adopted by the City Council of Inver Grove Heights this 28th day of May, 2019.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Deputy Clerk

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 12, BLOCK 1, VILLAGE HILLS, DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 28th day of May, 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Timothy J. Johnson and Amy L. Johnson, husband and wife, (hereafter collectively referred to as Lot Owner 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 Lot Owner. "Lot Owner" means Timothy J. Johnson and Amy L. Johnson, husband and wife, and their successors and assigns.

1.4 Storm Water Facilities. "Storm Water Facilities" means each and all of the following, individually and collectively, to the extent located within the Lot:

Any existing or future raingardens, infiltration basins and storm water storage areas lying within the Lot.

1.5 Storm Water Facility Plan. "Storm Water Facility Plan" means that certain plan attached hereto and incorporated herein as **Exhibit A**.

1.6 Lot. "Lot" means Lot 12, Block 1, Village Hills, Dakota County, Minnesota, according to the plat thereof on file and of record with the Dakota County Recorder.

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

> The fee title owner of Lot 12, Block 1, Village Hills, Dakota County, Minnesota, 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 as Section 515.80 Subd. 39 (I) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

ARTICLE 2
RECITALS

Recital No. 1. Lot Owner owns the Lot.

Recital No. 2. Lot Owner has requested that the City approve a conditional use permit relating to maximum impervious coverage on the Lot.

Recital No. 3. The City is willing to approve the conditional use permit if, among other requirements imposed by the City, the Lot Owner and Responsible Owner execute 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 constructing and 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; and

c.) provide the City with right of access over the Lot to access the Storm Water Facilities, when needed.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to December 31, 2019, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also ensure 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 Lot.

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 Lot 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 and the Bioretention Basin Installation Notes (STM-19) dated March 2015, both attached hereto as **Exhibit B**;

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 Lot. The Operations & Maintenance Plan is attached hereto as **Exhibit C.** The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

iii) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Lot. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.

iv.) The Operations & Maintenance Plan shall contain the following information:

a. Detailed inspection requirements;

b. Inspection and maintenance schedules;

c. Contact information for the Responsible Owner;

d. As built plans of the Storm Water Facilities;

e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;

f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

On December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit D**.

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 Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Lot 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 Lot.

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 Lot 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 Lot. 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 Lot. 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 Lot, 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 Lot Owner hereby grants to the City a right and license to access and enter the Lot 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
CITY'S COVENANTS

4.1 Approval of Conditional Use Permit. The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the planning report and engineering report relating to the conditional use permit are met, the Council will approve the conditional use permit for the Lot.

ARTICLE 5
MISCELLANEOUS

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with Lot 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 Lot Owner in the Lot acquired by the Lot Owner after the execution date of this Agreement or after the recording date of this Agreement.

Any particular Responsible Owner is liable for the performance of its obligations under this Agreement only during the period of time that such particular Responsible Owner is the fee owner of Lot, subject to the rights of the City under Section 3.6 hereof. Upon request by a Responsible Owner, the City will prepare for the Responsible Owner, at standard City charges, a special assessment search indicating the extent to which, if any, there is a levied or pending special assessment under Section 3.6 hereof.

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

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

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

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

5.6 Notice. Notice shall 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
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Lot Owner:

Timothy J. Johnson and Amy L. Johnson
3790 – 80th Street East
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.

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

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of May, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy 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 Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LOT OWNER:

_____
Timothy J. Johnson

_____
Amy L. Johnson

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of May, 2019, by Timothy J. Johnson and Amy L. Johnson, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

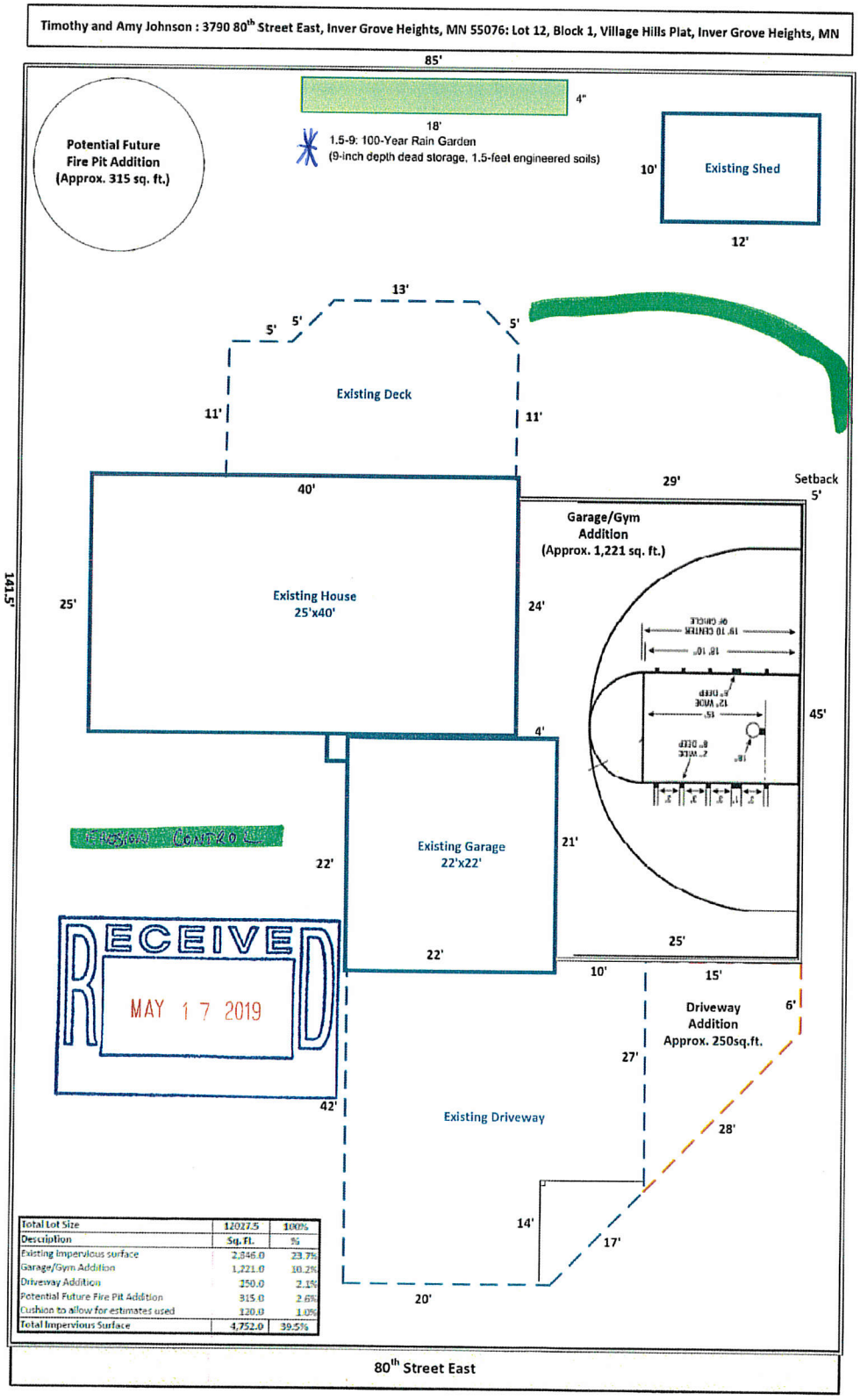
_____
Notary Public

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

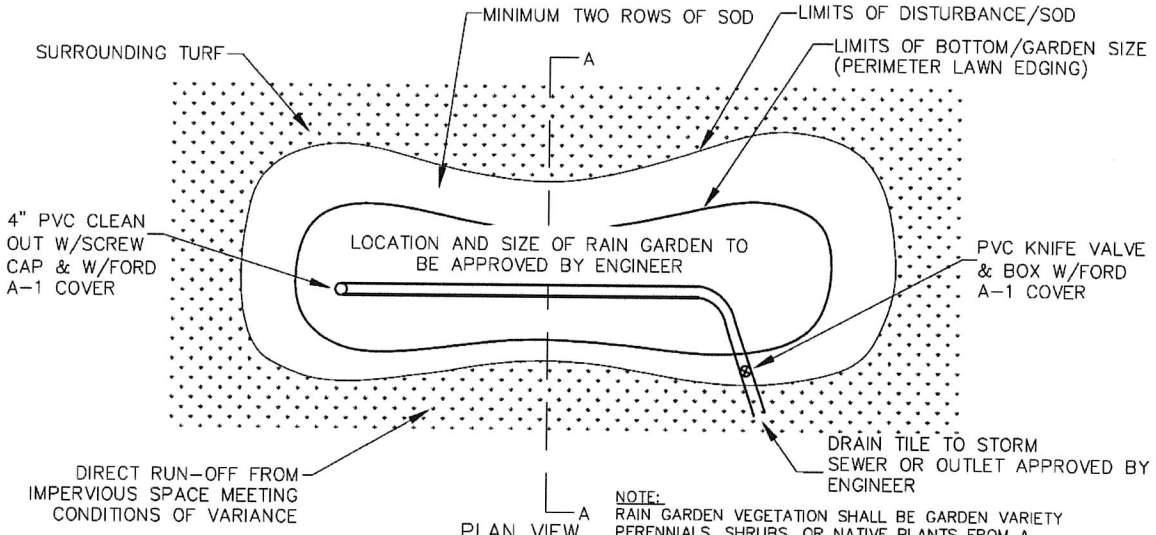
AFTER RECORDING PLEASE RETURN TO:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
STORM WATER FACILITY PLAN



Total Lot Size	12027.5	100%
Desciption	Sq. ft.	%
Existing Impervious surface	2,846.0	23.7%
Garage/Gym Addition	1,221.0	10.2%
Driveway Addition	250.0	2.1%
Potential Future Fire Pit Addition	315.0	2.6%
Cushion to allow for estimates used	120.0	1.0%
Total Impervious Surface	4,752.0	39.5%

EXHIBIT B
RESIDENTIAL BIORETENTION BASIN (STM-15)

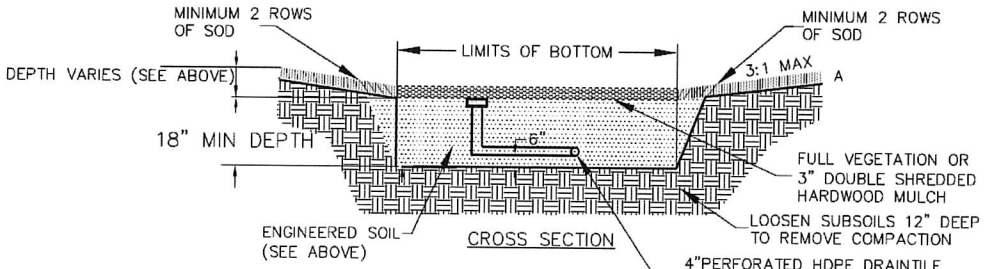


NOTE:
RAIN GARDEN VEGETATION SHALL BE GARDEN VARIETY PERENNIALS, SHRUBS, OR NATIVE PLANTS FROM A CONTAINER (PLUG TO HALF GALLON SIZE) PLACED ACCORDING TO RECOMMENDED PLANT SPACING REQUIREMENTS OR AS APPROVED BY THE ENGINEER.

SUBSOIL TYPE	SUBSOIL TYPE	RECOM. DEPTH
A	SAND/GRAVEL	12"-18"
B	SAND WITH CLAY OR SILT	9"-12"
C	CLAY OR SILT WITH SAND	6"-9"
D	CLAYS OR SILTS	6"

ENGINEERED SOIL (DCSWCD MIX B)
80% COARSE-WASHED SAND (MNDOT 3126)
20% LEAF-LITTER COMPOST (ORGANIC, GRADE 2, MNDOT 3890)
NO TOPSOIL OR ON-SITE SOILS MAY BE USED IN ENGINEERED SOIL MIX UNLESS APPROVED BY THE ENGINEER.
3 RING INFILTROMETOR TESTING AND INFILTRATION TEST ON ENGINEERED SOILS MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.

AREA OF ADDED IMPERVIOUS SURFACE AGREED TO BE TREATED (A) = _____ (SF)
VOLUME OF STORM WATER TO BE STORED (0.29 X A) = _____(CF)



NOTES
1. FINAL GRADE AND MULCHING SHALL BE DONE BY HAND.
2. NO EQUIPMENT WILL BE ALLOWED ON THE RAIN GARDEN AFTER EXCAVATION BEGINS.
3. PERIMETER EROSION CONTROL SHALL BE INSTALLED AND REMAIN IN PLACE UNTIL TURF IS ESTABLISHED AROUND RAIN GARDEN.
4. OWNER IS RESPONSIBLE FOR NOTIFYING ENGINEER FOR INSPECTION OF RAIN GARDEN FOR
   (1) FINALIZING RAIN GARDEN SIZE AND LOCATION.
   (2) OBSERVATION OF EXCAVATION AND SCARIFYING OF SUBSOIL.
   (3) APPROVAL TO BACKFILL WITH ENGINEERED SOILS.
   (4) FINAL INSPECTION WITH MULCH AND PLANTS INSTALLED.
5. GARDEN SIZE SHALL BE IN ACCORDANCE WITH THE MINIMUM GARDEN BOTTOM SIZE CALCULATED OR 12 SQUARE FEET, WHICHEVER IS GREATER.
6. OWNER SHALL MAINTAIN PER SMFMA AND REPORT O & M ACTIVITY ANNUALLY TO CITY ENGINEER.
7. FOLLOW CURRENT DAKOTA COUNTY SWCD LID STANDARDS.

	RESIDENTIAL BIORETENTION BASIN		
	CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	01/17	PLATE NO. STM-15

EXHIBIT B (CONTINUED)
BIORETENTION BASIN INSTALLATION NOTES

Bioretention Installation Notes

1) All work must comply with Dakota County Low Impact Development Standards. (See www.dakotaswcd.org)

2) The City of Inver Grove Heights Engineering Division is providing quality control and field verifications of the bioretention installations. Call the Engineering Division at (651) 450-2570 to schedule a preconstruction meeting prior to any disturbance in the bioretention area. City of Inver Grove Heights Engineering Division field verification is required prior to burying any work and/or installing any concrete, mulch and/or plant materials.

3) The bioretention areas must be staked off and marked to keep all construction traffic, equipment and material stockpiles out of the proposed bioretention areas.

4) Bioretention practices shall not be excavated until the contributing drainage areas with exposed soils have been fully stabilized and bituminous base course installed on contributing pavement areas. Divert upland drainage areas to prevent runoff from entering the excavated cell or into the work area. **DO NOT** use bioretention cells as temporary sediment basins or allow construction runoff into the cell.

5) Deliver sample materials onsite for city of Inver Grove Heights Engineering prior approval. Prior to beginning the installation, sufficient material quantities shall be onsite to complete the installation and stabilize exposed soil areas without delay.

6) Care must be taken to avoid contamination of engineered soils with sediment, in-situ or topsoil during and after installation. Materials must be segregated.

7) Installation with dry soil conditions is critical to prevent smearing and compaction. Schedule work for periods of dry weather. Do not work if soil conditions are wet. Excavation, soil placement and rapid stabilization of perimeter slopes with turf sod must completed before the next precipitation event. Turf sod placed in flow paths shall be secured with at least 6 stakes per square yard. Place stakes along uphill seam edges to prevent undermining flows until sod roots establish.

8) Do not leave infiltration areas and/or perimeter slopes exposed overnight. Secure the site from risk of precipitation damages at the end of every work day. In the event of rain, take action to divert stormwater away from the work area and temporarily cover of all exposed soils with filter fabric or impermeable sheeting.

9) City of Inver Grove Heights Engineering Division field observation of excavation and soil placement is required. Notify the engineering division prior to digging. Use backhoe with tooth bucket for cell excavation to avoid compacting or smearing of soils. (Do not use skid steer for excavation within the cell) Use tooth bucket to scarify (rip) underlying soils 6" to 9" deep to remove compaction. Gently mix the first lift of engineered soils with the loosened underlying soils to avoid stratification and promote permeability. Use excavator bucket to place materials. Construction equipment shall not be allowed into the basin. Leveling and final grading within the cell must be completed by hand.

10) The side slopes of the bioretention cell shall be 3h:1v or flatter. Lawn edging shall be installed along the outside perimeter of the cell to physically defined the limits of the bioretention cell. Lawn edging shall be securely staked per manufacturers installation requirements or 5 ft O.C. whichever is greater.

11) Replacement Engineered Soil shall be Minnesota Stormwater Manual 4.1.2 Mix B: Enhanced Filtration Blend (Well blended mixture of 80% ASTM C-33 Coarse Washed Sand (MnDot 3126) and 20% MnDot 3890 Grade 2 Leaf Litter Compost. The material supplier shall provide documentation that the compost has been sampled and tested as required by the Seal of Testing Assurance (STA) Program of the United States Composting Council (USCC) and a gradation sieve analysis for the washed sand. **THE ENGINEERED SOIL SHALL NOT CONTAIN ANY TOPSOIL OR FILTER AGGREGATE WITH FINES.**

12) Perforated under-drains shall be slotted single wall HDPE with circular knit polymeric filament filter sock per ASTM D6707-01. MnDot 3733 Type sewn seam non-woven fabric shall **NOT** be used.

13) Notify the City of Inver Grove Heights Engineering Division prior to placing any mulch or installing any plantings. The engineering Division shall field check elevations, soil compaction and permeability. Note: Depending on conditions observed, compaction removal by hand may be needed prior to placing mulch and/or after plantings.

14) Install Temporary Blocks at Curb and Gutter Openings immediately following curb installation to protect cells from sediment and/or high flow damages. Do not allow water from pavement cleaning operations or runoff from exposed soils into the cell. The Engineering Division will remove the board and stakes after field observations determine the plantings are well established and the cell is ready to accept runoff.

15) Installed sod and plantings require a total of 1" of water per week and active weed management until well established. Watering costs are considered incidental to sod and planting installations.

16) Soil certification, delivery tickets, spec sheets and plant tags shall be provided to the City.

	BIORETENTION BASIN INSTALLATION NOTES		
	CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	3/15	PLATE NO. STM-19

EXHIBIT C
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the Storm Water Facilities shall be performed as outlined in Table 1.1 below to ensure healthy and functioning Storm Water Facilities conforming to the intent of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Department by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance Plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Lot 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	Lot 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	Lot 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	Lot Owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Lot Owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Lot Owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Lot Owner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The Lot Owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Lot Owner unless designated

EXHIBIT D
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

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 7, 2019

SUBJECT: **TIM AND AMY JOHNSON – CASE NO. 19-12C**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a conditional use permit to exceed the maximum impervious surface allowed on the property located at 3790 – 80th Street. 35 notices were mailed.

Presentation of Request
Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is proposing to construct a garage/basketball court addition, as well as a driveway expansion. Adding the additional hard surface would put the homeowner over the maximum allowed. The applicant is therefore requesting a conditional use permit to add 543 square feet of impervious surface above what is allowed on his property. The applicant is working with the Engineering staff regarding meeting the stormwater requirements. Staff recommends approval of the request with the conditions listed in the report. Staff heard from two abutting property owners, both in support of the request.

Commissioner Wippermann asked if an actual structure was being proposed or just a sport court.

Ms. Botten replied that the applicant was proposing a multi-use garage addition.

Opening of Public Hearing
Tim Johnson, 3790 – 80th Street, advised he was available to answer any questions.

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

Mr. Johnson replied in the affirmative.

Chair Maggi closed the public hearing.

Planning Commission Recommendation
Motion by Commissioner Weber, second by Commissioner Niemioja, to approve the request for a conditional use permit to exceed the maximum impervious surface allowed on the property located at 3790 – 80th Street.

Motion carried (9/0). This item goes to City Council on May 28, 2019.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

HEARING DATE: May 7, 2019 **CASE NO.:** 19-12C

APPLICANT & PROPERTY OWNER: Tim and Amy Johnson

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

LOCATION: 3790 80th Street

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: R-1C, Single-family Residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner HB

BACKGROUND

The applicant is requesting a Conditional Use Permit (CUP) to exceed the allowed impervious surface amount on the property. The applicant would like to add a garage/basketball court addition along with increasing the size of the driveway. Adding the additional hard surface would put the home owner over the maximum allowed. City code allows additional impervious surface on a property, up to 10% of the lot area, with a conditional use permit. The applicant would like to add 543 square feet of impervious surface over the allowed amount which is within the additional 10% allowance.

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

	Square Feet	Allowed Impervious Coverage (sq. ft)
Lot Size Additional impervious allowed w/ CUP Total impervious allowed on property w/CUP	12,027 10% of lot area	4,209 1,203 **5,412**
Existing impervious surface	2,846	
Impervious surface requested (garage, driveway, future fire pit)	1,906	
Total sq ft requested by CUP and required to be treated	**543**	
Total impervious approved for the property		4,752
Total impervious remaining for possible future request		660

SPECIFIC REQUEST

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

SURROUNDING USES:

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

North	Single-family home; zoned R-1C; guided LDR, Low Density Residential
East	Single-family home; zoned R-1C; guided LDR, Low Density Residential
West	Single-family home; zoned R-1C; guided LDR, Low Density Residential
South	Single-family home; zoned R-1C; guided LDR, Low Density Residential

EVALUATION OF REQUEST:

GENERAL CUP CRITERIA

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

The proposed impervious surface conditional use permit meets the above criteria. The garage addition and driveway expansion would comply with setback requirements. The applicant is proposing a rain garden on the property, complying with the storm water treatment conditions. The proposed raingarden would be designed to treat 543 square feet of impervious surface.

IMPERVIOUS SURFACE CUP CRITERIA

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

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

f) An escrow or fee, to be determined by the City Engineer, shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan. Surety shall be provided to ensure construction of the system according to the plans approved by the City Engineer.

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

ENGINEERING REVIEW

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

ALTERNATIVES

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

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

- Approval of the **Conditional Use Permit** to allow 543 square feet of impervious surface above the maximum amount allowed but within the additional 10% of lot area allowed with CUP subject to the following conditions:

    1. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.

    2. A storm water facilities maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.

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

RECOMMENDATION

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

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

3790 80th Street
Case No. 19-12C

THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED
Map produced by the City of Inver Grove Heights GIS Dept.
Copyright© City of Inver Grove Heights 2016

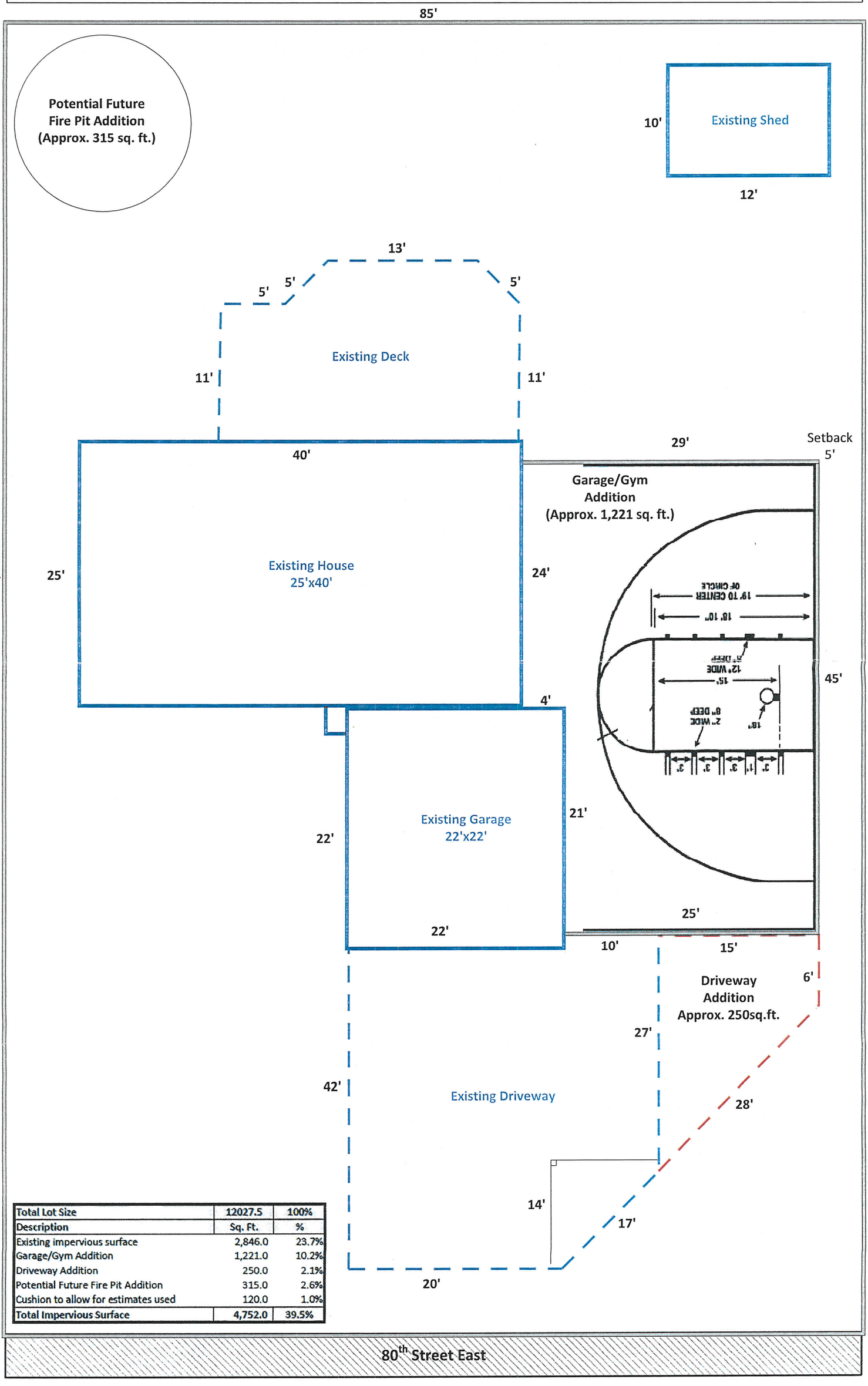
N

Exhibit A

Zoning and Location Map

Map not to scale

Timothy and Amy Johnson : 3790 80th Street East, Inver Grove Heights, MN 55076: Lot 12, Block 1, Village Hills Plat, Inver Grove Heights, MN



Total Lot Size	12027.5	100%
Description	Sq. Ft.	%
Existing impervious surface	2,846.0	23.7%
Garage/Gym Addition	1,221.0	10.2%
Driveway Addition	250.0	2.1%
Potential Future Fire Pit Addition	315.0	2.6%
Cushion to allow for estimates used	120.0	1.0%
Total Impervious Surface	4,752.0	39.5%

AGENDA ITEM 4.M.

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

WADE SCHOWALTER – CASE NO. 19-11C

Meeting Date: May 28, 2019
Item Type: Consent Agenda
Contact: Heather Botten 651.450.2569
Prepared by: Heather Botten, Associate Planner
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve a Resolution for a Conditional Use Permit (CUP) and Stormwater Facilities Maintenance Agreement (SWFMA) to exceed the maximum impervious surface allowed on the property located at 6950 River Road.

- Requires 4/5th's vote.
- 60-day deadline: June 2, 2019 (first 60-days)

SUMMARY

The applicant is requesting a conditional use permit (CUP) to exceed the maximum impervious surface amount allowed on the property. City Code allows the impervious surface maximum to be increased by 10% of the lot area with a CUP. The applicant recently purchased the property and has realized that the current configuration of the home and driveway makes it difficult for him to turn into the garage with his vehicle; therefore, he would like to expand his driveway. Adding the additional hard surface would put the homeowner over the maximum allowed. Based on the lot size, the property is allowed 3,100 square feet of *additional* hard surface with a CUP; the applicant is asking for 2,400 square feet, which is within that CUP allowance.

The Engineering Department has reviewed the request and is working with the applicant on the stormwater requirements for the addition. The attached stormwater facilities maintenance agreement shall be executed between the applicant and the City assuring continual maintenance of the stormwater features on the property. The applicant is proposing a raingarden on the northwestern part of the property, which is designed to treat the proposed driveway improvements.

RECOMMENDATION

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

Planning Commission: Recommended **approval** of the request at their May 7, 2019 meeting with the conditions listed in the attached resolution (9-0).

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

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

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

Wade Schowalter
Case No. 19-11C

WHEREAS, an application for Conditional Use Permit (CUP) has been submitted for the property located at 6950 River Road and legally described as:

Lot 1, Block 1, Lyksett Addition, according to the plat thereof, on file and of record in the Office of the Dakota County Recorder

WHEREAS, the aforedescribed property is zoned R-1C, single-family residential;

WHEREAS, the property is 31,000 square feet in size;

WHEREAS, the property is allowed 6,250 square feet of impervious surface based on lot size;

WHEREAS, the request is to allow 2,400 square feet of impervious surface above the maximum allowed on the property, but is within the amount allowed by a CUP;

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

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

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on May 7, 2019;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow 2,400 square feet of impervious surface above the allowed amount but well within the additional 10% of lot area allowed with a CUP, is hereby approved subject to the following conditions:

1. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.

2. A storm water facilities maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.

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

Adopted by the City Council of Inver Grove Heights this 28th day of May, 2019.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Deputy Clerk

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 1, BLOCK 1, LYKSETT ADDITION, DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 28th day of May, 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Wade Schowalter and Kathy Schowalter, husband and wife, (hereafter collectively referred to as Lot Owner 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 Lot Owner. "Lot Owner" means Wade Schowalter and Kathy Schowalter, husband and wife, and their successors and assigns.

1.4 Storm Water Facilities. "Storm Water Facilities" means each and all of the following, individually and collectively, to the extent located within the Lot:

Any existing or future raingardens, infiltration basins and storm water storage areas lying within the Lot.

1.5 Storm Water Facility Plan. "Storm Water Facility Plan" means that certain plan attached hereto and incorporated herein as **Exhibit A**.

1.6 Lot. "Lot" means Lot 1, Block 1, Lyksett Addition, Dakota County, Minnesota, according to the plat thereof on file and of record with the Dakota County Recorder.

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

> The fee title owner of Lot 1, Block 1, Lyksett Addition, Dakota County, Minnesota, 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 as Section 515.80 Subd. 39 (I) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

ARTICLE 2
RECITALS

Recital No. 1. Lot Owner owns the Lot.

Recital No. 2. Lot Owner has requested that the City approve a conditional use permit relating to maximum impervious coverage on the Lot.

Recital No. 3. The City is willing to approve the conditional use permit if, among other requirements imposed by the City, the Lot Owner and Responsible Owner execute 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 constructing and 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; and

c.) provide the City with right of access over the Lot to access the Storm Water Facilities, when needed.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to December 31, 2019, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also ensure 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 Lot.

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 Lot 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 and the Bioretention Basin Installation Notes (STM-19) dated March 2015, both attached hereto as **Exhibit B**;

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 Lot. The Operations & Maintenance Plan is attached hereto as **Exhibit C.** The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

iii) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Lot. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.

iv.) The Operations & Maintenance Plan shall contain the following information:

a. Detailed inspection requirements;

b. Inspection and maintenance schedules;

c. Contact information for the Responsible Owner;

d. As built plans of the Storm Water Facilities;

e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;

f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

On December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit D**.

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 Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Lot 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 Lot.

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 Lot 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 Lot. 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 Lot. 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 Lot, 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 Lot Owner hereby grants to the City a right and license to access and enter the Lot 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
CITY'S COVENANTS

4.1 Approval of Conditional Use Permit. The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the planning report and engineering report relating to the conditional use permit are met, the Council will approve the conditional use permit for the Lot.

ARTICLE 5
MISCELLANEOUS

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with Lot 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 Lot Owner in the Lot acquired by the Lot Owner after the execution date of this Agreement or after the recording date of this Agreement.

Any particular Responsible Owner is liable for the performance of its obligations under this Agreement only during the period of time that such particular Responsible Owner is the fee owner of Lot, subject to the rights of the City under Section 3.6 hereof. Upon request by a Responsible Owner, the City will prepare for the Responsible Owner, at standard City charges, a special assessment search indicating the extent to which, if any, there is a levied or pending special assessment under Section 3.6 hereof.

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

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

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

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

5.6 Notice. Notice shall 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
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Lot Owner:
Wade Schowalter and Kathy Schowalter
6950 River Road
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.

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

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of May, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy 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 Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LOT OWNER:

_____
Wade Schowalter

_____
Kathy Schowalter

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of May, 2019, by Wade Schowalter and Kathy Schowalter, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

_____
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
STORM WATER FACILITY PLAN

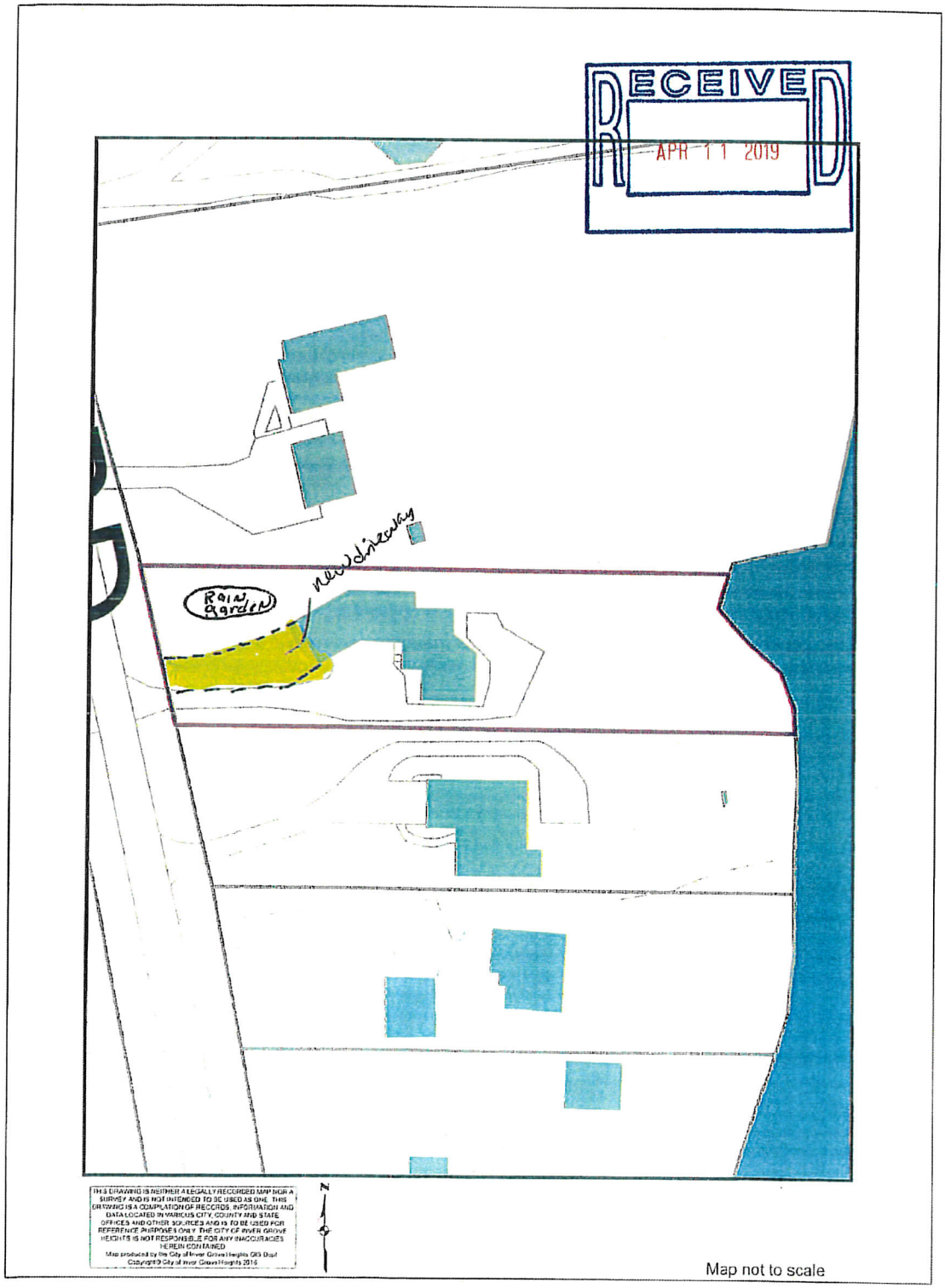


EXHIBIT A (CONTINUED)
STORM WATER FACILITY PLAN

RAIN GARDEN SIZING GUIDE
Wade Schowalter 612-516-1273
6950 River Road

MDW
4/17/2019

Mitigating 2,400 SF of Impervious Surface
(Given Copaston loan Type 'D' Soils)

Post Condition Runoff Volume (100-year)=	**1307 CF**
Precondition Runoff Volume (100-year)=	**828 CF**
Volume to be treated (Cubic Feet)=	**479 CF**
Gallons to be treated=	**3583 GAL**

HydroCAD Run-off Volume Results		
(CN=98)	0.030	AF
(CN=74)	0.019	AF

3-18: 100-Year Rain Garden
(18-inch depth dead storage, 3.0-feet Engineered Soils)

Rain Garden C (100-yr)		
Above Ground Storage Volume	1.5	feet
Engineered Soil	3	feet
Rain Garden Bottom Area	188	SF
Total Storage Vol. =	**479**	**CF**

2-18: 100-Year Rain Garden
(18-inch depth dead storage, 2.0-feet Engineered Soils)

Rain Garden C (100-yr)		
Above Ground Storage Volume	1.5	feet
Engineered Soil	2	feet
Rain Garden Bottom Area	217	SF
Total Storage Vol. =	**477**	**CF**

1.5-18: 100-Year Rain Garden
(18-inch depth dead storage, 1.5-feet Engineered Soils)

Rain Garden C (100-yr)		
Above Ground Storage Volume	1.5	feet
Engineered Soil	1.5	feet
Rain Garden Bottom Area	235	SF
Total Storage Vol. =	**476**	**CF**

3-12: 100-Year Rain Garden
(12-inch depth dead storage, 3.0-feet Engineered Soils)

Rain Garden C (100-yr)		
Above Ground Storage Volume	1	feet
Engineered Soil	3	feet
Rain Garden Bottom Area	293	SF
Total Storage Vol. =	**478**	**CF**

2-12: 100-Year Rain Garden
(12-inch depth dead storage, 2.0-feet Engineered Soils)

Rain Garden C (100-yr)		
Above Ground Storage Volume	1	feet
Engineered Soil	2	feet
Rain Garden Bottom Area	282	SF
Total Storage Vol. =	**479**	**CF**

1.5-12: 100-Year Rain Garden
(12-inch depth dead storage, 1.5-feet Engineered Soils)

Rain Garden C (100-yr)		
Above Ground Storage Volume	1	feet
Engineered Soil	1.5	feet
Rain Garden Bottom Area	314	SF
Total Storage Vol. =	**479**	**CF**

3-9: 100-Year Rain Garden
(9-inch depth dead storage, 3.0-feet Engineered Soils)

Rain Garden C (100-yr)		
Above Ground Storage Volume	0.75	feet
Engineered Soil Storage Volume	3	feet
Rain Garden Bottom Area	266	SF
Total Storage Vol. =	**479**	**CF**

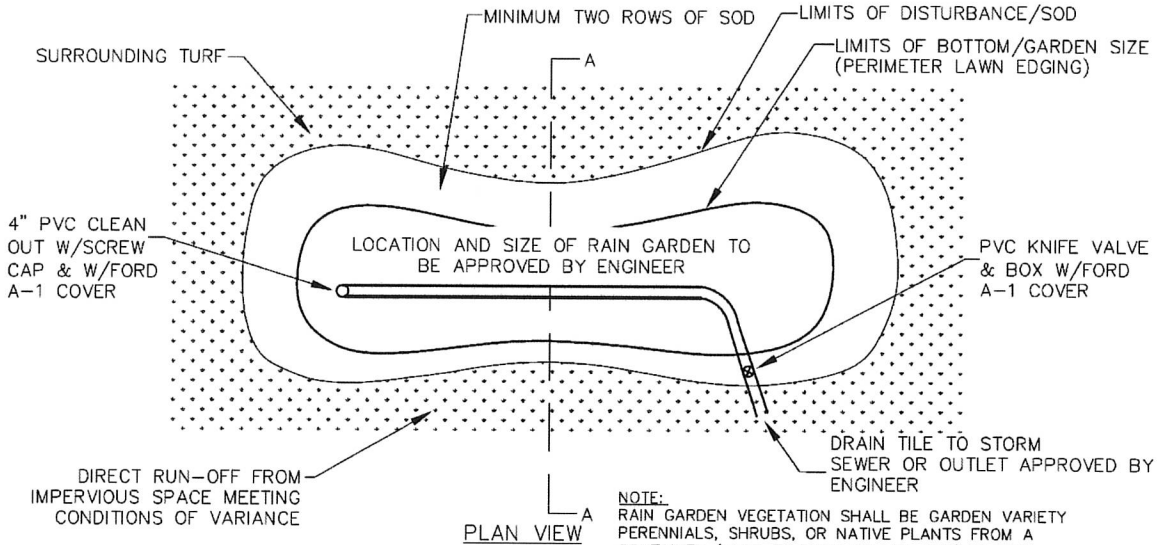
2-9: 100-Year Rain Garden
(9-inch depth dead storage, 2.0-feet Engineered Soils)

Rain Garden C (100-yr)		
Above Ground Storage Volume	0.75	feet
Engineered Soil Storage Volume	2	feet
Rain Garden Bottom Area	330	SF
Total Storage Vol. =	**479**	**CF**

1.5-9: 100-Year Rain Garden
(9-inch depth dead storage, 1.5-feet Engineered Soils)

Rain Garden C (100-yr)		
Above Ground Storage Volume	0.75	feet
Engineered Soil Storage Volume	1.5	feet
Rain Garden Bottom Area	374	SF
Total Storage Vol. =	**477**	**CF**

EXHIBIT B
RESIDENTIAL BIORETENTION BASIN (STM-15)

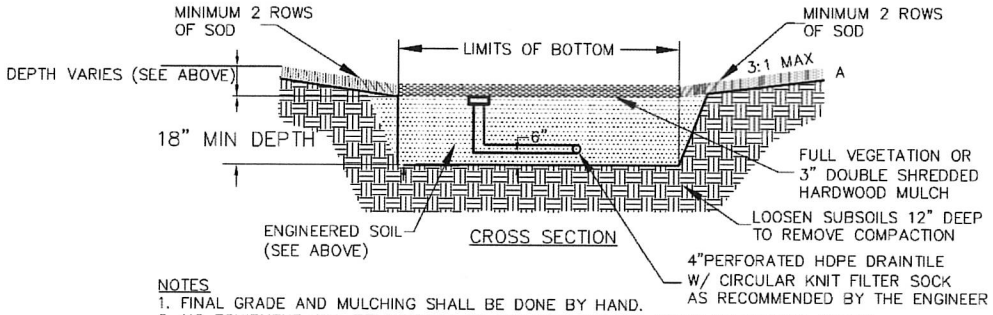


NOTE:
RAIN GARDEN VEGETATION SHALL BE GARDEN VARIETY PERENNIALS, SHRUBS, OR NATIVE PLANTS FROM A CONTAINER (PLUG TO HALF GALLON SIZE) PLACED ACCORDING TO RECOMMENDED PLANT SPACING REQUIREMENTS OR AS APPROVED BY THE ENGINEER.

SUBSOIL TYPE	SUBSOIL TYPE	RECOM. DEPTH
A	SAND/GRAVEL	12"–18"
B	SAND WITH CLAY OR SILT	9"–12"
C	CLAY OR SILT WITH SAND	6"–9"
D	CLAYS OR SILTS	6"

ENGINEERED SOIL (DCSWCD MIX B)
80% COARSE-WASHED SAND (MNDOT 3126)
20% LEAF-LITTER COMPOST (ORGANIC, GRADE 2, MNDOT 3890)
NO TOPSOIL OR ON-SITE SOILS MAY BE USED IN ENGINEERED SOIL MIX UNLESS APPROVED BY THE ENGINEER.
3 RING INFILTROMETOR TESTING AND INFILTRATION TEST ON ENGINEERED SOILS MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.

AREA OF ADDED IMPERVIOUS SURFACE AGREED TO BE TREATED (A) = _____ (SF)
VOLUME OF STORM WATER TO BE STORED (0.29 X A) = _____(CF)



NOTES
1. FINAL GRADE AND MULCHING SHALL BE DONE BY HAND.
2. NO EQUIPMENT WILL BE ALLOWED ON THE RAIN GARDEN AFTER EXCAVATION BEGINS.
3. PERIMETER EROSION CONTROL SHALL BE INSTALLED AND REMAIN IN PLACE UNTIL TURF IS ESTABLISHED AROUND RAIN GARDEN.
4. OWNER IS RESPONSIBLE FOR NOTIFYING ENGINEER FOR INSPECTION OF RAIN GARDEN FOR
   (1) FINALIZING RAIN GARDEN SIZE AND LOCATION.
   (2) OBSERVATION OF EXCAVATION AND SCARIFYING OF SUBSOIL.
   (3) APPROVAL TO BACKFILL WITH ENGINEERED SOILS.
   (4) FINAL INSPECTION WITH MULCH AND PLANTS INSTALLED.
5. GARDEN SIZE SHALL BE IN ACCORDANCE WITH THE MINIMUM GARDEN BOTTOM SIZE CALCULATED OR 12 SQUARE FEET, WHICHEVER IS GREATER.
6. OWNER SHALL MAINTAIN PER SMFMA AND REPORT O & M ACTIVITY ANNUALLY TO CITY ENGINEER.
7. FOLLOW CURRENT DAKOTA COUNTY SWCD LID STANDARDS.

	RESIDENTIAL BIORETENTION BASIN		
	CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	01/17	PLATE NO. STM-15

EXHIBIT B (CONTINUED)
BIORETENTION BASIN INSTALLATION NOTES

Bioretention Installation Notes

1) All work must comply with Dakota County Low Impact Development Standards. (See www.dakotaswcd.org)

2) The City of Inver Grove Heights Engineering Division is providing quality control and field verifications of the bioretention installations. Call the Engineering Division at (651) 450-2570 to schedule a preconstruction meeting prior to any disturbance in the bioretention area. City of Inver Grove Heights Engineering Division field verification is required prior to burying any work and/or installing any concrete, mulch and/or plant materials.

3) The bioretention areas must be staked off and marked to keep all construction traffic, equipment and material stockpiles out of the proposed bioretention areas.

4) Bioretention practices shall not be excavated until the contributing drainage areas with exposed soils have been fully stabilized and bituminous base course installed on contributing pavement areas. Divert upland drainage areas to prevent runoff from entering the excavated cell or into the work area. **DO NOT** use bioretention cells as temporary sediment basins or allow construction runoff into the cell.

5) Deliver sample materials onsite for city of Inver Grove Heights Engineering prior approval. Prior to beginning the installation, sufficient material quantities shall be onsite to complete the installation and stabilize exposed soil areas without delay.

6) Care must be taken to avoid contamination of engineered soils with sediment, in-situ or topsoil during and after installation. Materials must be segregated.

7) Installation with dry soil conditions is critical to prevent smearing and compaction. Schedule work for periods of dry weather. Do not work if soil conditions are wet. Excavation, soil placement and rapid stabilization of perimeter slopes with turf sod must completed before the next precipitation event. Turf sod placed in flow paths shall be secured with at least 6 stakes per square yard. Place stakes along uphill seam edges to prevent undermining flows until sod roots establish.

8) Do not leave infiltration areas and/or perimeter slopes exposed overnight. Secure the site from risk of precipitation damages at the end of every work day. In the event of rain, take action to divert stormwater away from the work area and temporarily cover of all exposed soils with filter fabric or impermeable sheeting.

9) City of Inver Grove Heights Engineering Division field observation of excavation and soil placement is required. Notify the engineering division prior to digging. Use backhoe with tooth bucket for cell excavation to avoid compacting or smearing of soils. (Do not use skid steer for excavation within the cell) Use tooth bucket to scarify (rip) underlying soils 6" to 9" deep to remove compaction. Gently mix the first lift of engineered soils with the loosened underlying soils to avoid stratification and promote permeability. Use excavator bucket to place materials. Construction equipment shall not be allowed into the basin. Leveling and final grading within the cell must be completed by hand.

10) The side slopes of the bioretention cell shall be 3h:1v or flatter. Lawn edging shall be installed along the outside perimeter of the cell to physically defined the limits of the bioretention cell. Lawn edging shall be securely staked per manufacturers installation requirements or 5 ft O.C. whichever is greater.

11) Replacement Engineered Soil shall be Minnesota Stormwater Manual 4.1.2 Mix B: Enhanced Filtration Blend (Well blended mixture of 80% ASTM C-33 Coarse Washed Sand (MnDot 3126) and 20% MnDot 3890 Grade 2 Leaf Litter Compost. The material supplier shall provide documentation that the compost has been sampled and tested as required by the Seal of Testing Assurance (STA) Program of the United States Composting Council (USCC) and a gradation sieve analysis for the washed sand. **THE ENGINEERED SOIL SHALL NOT CONTAIN ANY TOPSOIL OR FILTER AGGREGATE WITH FINES.**

12) Perforated under-drains shall be slotted single wall HDPE with circular knit polymeric filament filter sock per ASTM D6707-01. MnDot 3733 Type sewn seam non-woven fabric shall **NOT** be used.

13) Notify the City of Inver Grove Heights Engineering Division prior to placing any mulch or installing any plantings. The engineering Division shall field check elevations, soil compaction and permeability. Note: Depending on conditions observed, compaction removal by hand may be needed prior to placing mulch and/or after plantings.

14) Install Temporary Blocks at Curb and Gutter Openings immediately following curb installation to protect cells from sediment and/or high flow damages. Do not allow water from pavement cleaning operations or runoff from exposed soils into the cell. The Engineering Division will remove the board and stakes after field observations determine the plantings are well established and the cell is ready to accept runoff.

15) Installed sod and plantings require a total of 1" of water per week and active weed management until well established. Watering costs are considered incidental to sod and planting installations.

16) Soil certification, delivery tickets, spec sheets and plant tags shall be provided to the City.

	BIORETENTION BASIN INSTALLATION NOTES		
	CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	3/15	PLATE NO. STM–19

EXHIBIT C
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the Storm Water Facilities shall be performed as outlined in Table 1.1 below to ensure healthy and functioning Storm Water Facilities conforming to the intent of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Department by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance Plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Lot 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	Lot 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	Lot 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	Lot Owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Lot Owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Lot Owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Lot Owner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The Lot Owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Lot Owner unless designated

EXHIBIT D
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

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 7, 2019

SUBJECT: **WADE SCHOWALTER – CASE NO. 19-11C**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a conditional use permit to exceed the maximum impervious surface allowed on a property, for the property located at 6950 River Road. 15 notices were mailed.

Presentation of Request
Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant recently purchased the property and has realized that the current configuration makes it difficult for him to turn into the garage with a vehicle; therefore, he would like to expand his driveway. The applicant is requesting a conditional use permit to add 2,400 square feet of impervious surface which is within the additional 10% allowed by CUP. Staff recommends approval of the request with the conditions listed in the report. Commissioners were provided with an email from a neighboring property owner who is in support of the request.

Commissioner Scales noted that there have been many requests for impervious surface CUP's and suggested that City Council and/or staff direct the Planning Commission to review the impervious surface maximums to see if they need to be adjusted.

Opening of Public Hearing
Wade Schowalter, 6950 River Road, advised he was available to answer any questions.

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

Mr. Schowalter replied in the affirmative and noted that the neighbors to the south and north of him were present tonight.

Chair Maggi closed the public hearing.

Planning Commission Recommendation
Motion by Commissioner Scales, second by Commissioner Lissarrague, to approve the request for a conditional use permit to exceed the maximum impervious surface allowed on a property, for the property located at 6950 River Road, with the conditions listed in the report.

Motion carried (9/0). This item goes to the City Council on May 28, 2019.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

HEARING DATE: May 7, 2019 **CASE NO.:** 19-11C

APPLICANT & PROPERTY OWNER: Wade Schowalter

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

LOCATION: 6950 River Road

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: R-1C, Single-family Residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting a Conditional Use Permit (CUP) to exceed the allowed impervious surface amount on the property. The applicant recently purchased the property and has realized it is difficult to turn into the garage with his vehicle, therefore he would like to expand his driveway which would then exceed the maximum impervious surface allowed on the property. City code allows additional impervious surface on a property, up to 10% of the lot area, with a conditional use permit. The applicant would like to add 2,400 square feet of impervious surface which is within the additional 10% allowance.

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

	Square Feet	Allowed Impervious Coverage (sq. ft)
Lot Size Additional impervious allowed w/ CUP Total impervious allowed on property	31,000 10% of lot area	6,250 3,100 **9,350**
Existing impervious surface	6,257	
Impervious surface requested	2,400	
Total sq ft requested by CUP and required to be treated	**2,400**	
Total impervious remaining for possible future request		693

SPECIFIC REQUEST

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

SURROUNDING USES:

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

North	Single-family home; zoned R-1C; guided LDR, Low Density Residential
East	River
West	Single-family home; zoned R-1C; guided LDR, Low Density Residential
South	Single-family home; zoned R-1C; guided LDR, Low Density Residential

EVALUATION OF REQUEST:

GENERAL CUP CRITERIA

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

The proposed impervious surface meets the above criteria. The driveway expansion would comply with setback requirements. The applicant is proposing a rain garden in the northwest corner of the property, complying with the storm water treatment conditions. The proposed raingarden would be designed to treat 2,400 square feet of additional impervious surface.

IMPERVIOUS SURFACE CUP CRITERIA

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

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

provided to ensure construction of the system according to the plans approved by the City Engineer.

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

ENGINEERING REVIEW

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

ALTERNATIVES

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

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

- Approval of the **Conditional Use Permit** to allow 2,400 square feet of impervious surface above the maximum amount allowed but within the additional 10% of lot area allowed with CUP subject to the following conditions:

    1. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.

    2. A storm water facilities maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.

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

RECOMMENDATION

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

Attachments: Exhibit A - Zoning and location map
Exhibit B - Narrative
Exhibit C- Site plan

6950 River Road
Case No. 19-11C

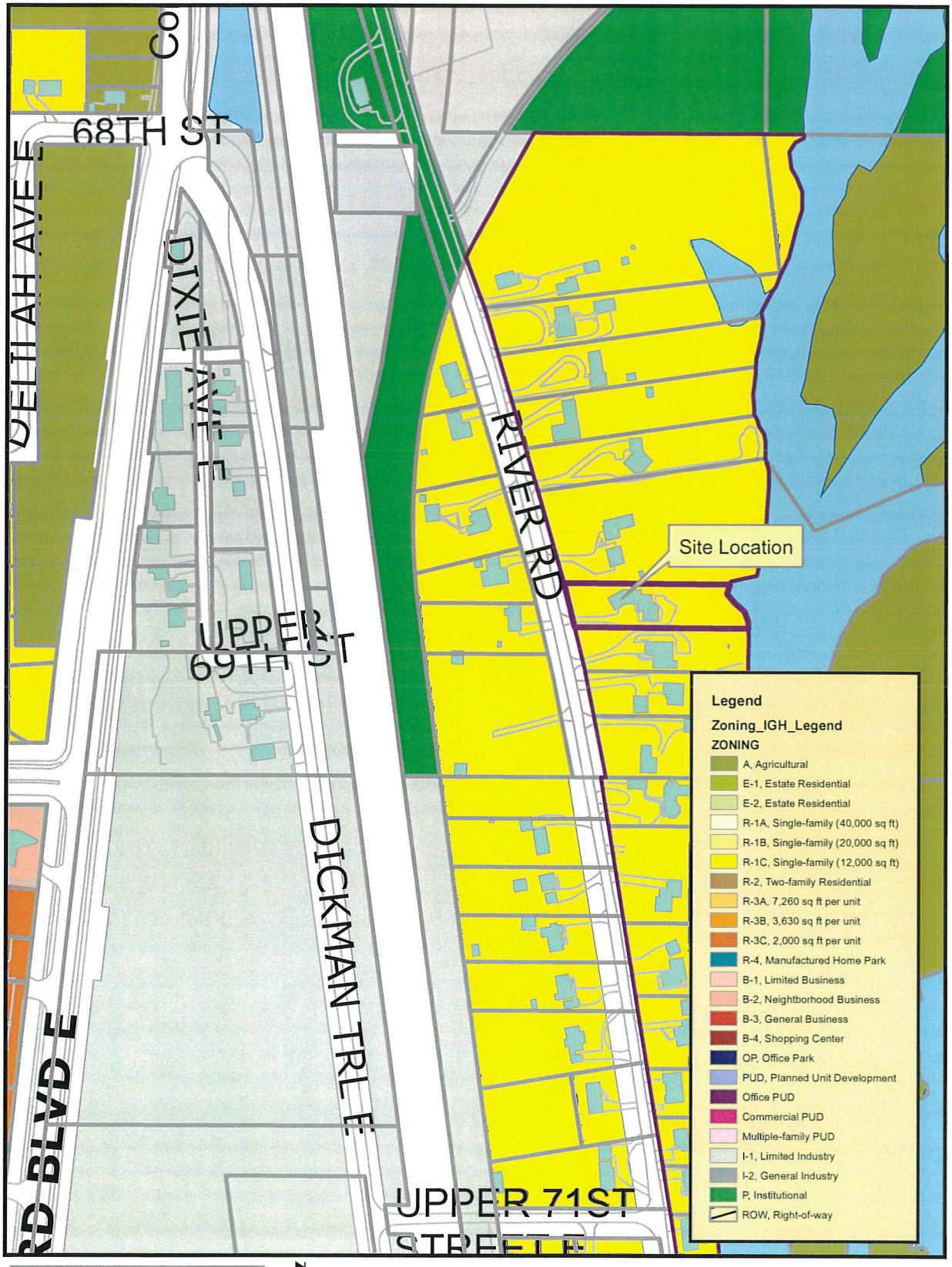


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Exhibit A

Zoning and Location Map

Map not to scale

North American Trailer
PARTS • SERVICE • SALES

April 2,2019

Dear Sirs,

I would like to apply for a conditional use permit, I recently purchase the house at 6950 River Road and my driveway isn't functional the way it is. The garage is at an angle so I can't pull my pickup truck into the garage the way it is laid out. What I purpose is a 30-foot x 80-foot addition which is 2,400 square feet needed. After talking with Mike Edwards he said that with my lot size x 10% I could expand max of 3,152 feet. I'm under by 752 square feet. I'm also working with the engineering department working on the water garden that I will install per their instruction.

Wade Schowalter

MAC Trailer | FONTAINE TRAILER | CIMC VANGUARD | FONTAINE HEAVY-HAUL | MAC LTT LIQUID TANK TRAILERS

7649 Concord Blvd
Inver Grove Heights, MN 55076
651-450-9109

8116 S 61st Street – Lot 6
Stanley, ND. 58784
701-628-0566

1325 Hwy 45
Scanlon, MN 55720
218-655-1130

2929B Lone Oak Circle
Eagan, MN 55121
651-552-0066

Email: sales@natrailer.com

Website: http://www.natrailer.com

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N

Map not to scale

AGENDA ITEM 4N

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

ANDY CALTON – Case No. 19-10CV

Meeting Date:	May 28, 2019
Item Type:	Consent Agenda
Contact:	Heather Botten 651.450.2569
Prepared by:	Heather Botten, Associate Planner
Reviewed by:	Planning

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve a **Resolution** relating to the Storm Water Facilities Maintenance Agreement for the property located at 7540 River Road.

- Requires 3/5th's vote

SUMMARY

The City Council approved a conditional use permit to exceed the maximum impervious surface allowed on a property on May 13, 2019. One of the conditions of approval is that a storm water agreement be approved and recorded against the property. The agreement was not finalized when the request was approved earlier in May.

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

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

Attachments: Resolution approving the agreement
Storm water maintenance agreement

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR THE PROPERTY LOCATED AT 7540 RIVER ROAD

CASE NO. 19-10CV
(Calton)

WHEREAS, an application has been submitted for the property located at 7540 River Road and legally described as:

N 200 FT OF PT OF S 1/2 OF N 2/3 OF GOVT LOT 6 LYING E OF RR & W OF DOANE TR & PT OF N 1/3 OF GOVT LOT 6 W OF DOANE TR & S OF LINE COM 416.07 FT S & 908.15 FT E OF NW COR LOT 6 THENCE CONT E 324 FT M/L TO RIVER, Section 11, Twn 27, Range 22 according to the information on file and of record in the Office of the Dakota County Recorder

WHEREAS, a conditional use permit (CUP) was approved on May 13, 2019 to allow impervious surface above the maximum amount but within the additional 10% of lot area allowed with a CUP;

WHEREAS, conditions of approval require the applicant to enter into an agreement with the City relating to the storm water facilities maintenance agreement prior to any work commencing on site;

WHEREAS, the agreement was not complete prior to Council approving the project on May 13, 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 storm water facilities maintenance 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 28th day of May, 2019.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Deputy Clerk

STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR PROPERTY AT 7540 RIVER ROAD, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 28th day of May, 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Andy C. Calton, an unmarried individual and Anne W. Phillips, an unmarried individual, as joint tenants, (hereafter collectively referred to as Lot Owner 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 Lot Owner. "Lot Owner" means individually and collectively, Andy C. Calton, an unmarried individual, and his successors and assigns and Anne W. Phillips, an unmarried individual, and her 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 Lot:

Any existing or future raingardens, infiltration basins and storm water storage areas lying within the Lot.

1.5 Storm Water Facility Plan. "Storm Water Facility Plan" means that certain plan attached hereto and incorporated herein as **Exhibit B**.

1.6 Lot. "Lot" means the real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota legally described on the attached **Exhibit A.**

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

The fee title owner of the Lot 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 as Section 515.80 Subd. 39 (I) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

ARTICLE 2
RECITALS

Recital No. 1. Lot Owner owns the Lot.

Recital No. 2. Lot Owner has requested that the City approve a conditional use permit relating to maximum impervious coverage on the Lot.

Recital No. 3. The City is willing to approve the conditional use permit if, among other requirements imposed by the City, the Lot Owner and Responsible Owner execute 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 constructing and 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; and

c.) provide the City with right of access over the Lot to access the Storm Water Facilities, when needed.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to December 31, 2019, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in

accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also ensure 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 Lot.

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);

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 Lot is located outside of the Northwest Area Overlay District;

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 and the Bioretention Basin Installation Notes (STM-19) dated March 2015, both attached hereto as **Exhibit C**;

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 Lot. The Operations & Maintenance Plan is attached hereto as **Exhibit D.** The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

iii) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Lot. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested. The Storm Water Facilities shall be designed to accommodate a 100-year storm event per City requirements. The Storm Water Facilities shall be designed and constructed using Dakota County LID standards.

iv.) The Operations & Maintenance Plan shall contain the following information:

a. Detailed inspection requirements;

b. Inspection and maintenance schedules;

c. Contact information for the Responsible Owner;

d. As built plans of the Storm Water Facilities;

e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;

f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

On December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit E**.

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 Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Lot 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 Lot.

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 Lot 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 Lot. 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 Lot. 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 Lot, 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 Lot Owner hereby grants to the City a right and license to access and enter the Lot 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
CITY'S COVENANTS

4.1 Approval of Conditional Use Permit. The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the planning report dated May 13, 2019 and the engineering report dated April 17, 2019, relating to the conditional use permit are met, the Council will approve the conditional use permit for the Lot.

ARTICLE 5
ESCROW DEPOSIT

5.1 Engineering Escrow Amount. The Lot 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 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 Lot Owner any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Lot Owner.

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

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 Lot 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 Lot Owner in the Lot acquired by the Lot Owner after the execution date of this Agreement or after the recording date of this Agreement.

Any particular Responsible Owner is liable for the performance of its obligations under this Agreement only during the period of time that such particular Responsible Owner is the fee owner of Lot, subject to the rights of the City under Section 3.6 hereof. Upon request by a Responsible Owner, the City will prepare for the Responsible Owner, at standard City charges, a special assessment search indicating the extent to which, if any, there is a levied or pending special assessment under Section 3.6 hereof.

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. Lot Owner consents to the recording of this Agreement.

6.6 **Notice.** Notice shall 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
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Lot Owner: Andy C. Calton and Anne W. Phillips
7540 River Road
Inver Grove Heights, MN 55077

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

[the remainder of this page intentionally left blank]

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

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of May, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy 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 Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LOT OWNER:

_____
Andy C. Calton

_____
Anne W. Phillips

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of May, 2019, by Andy C. Calton, an unmarried individual and Anne W. Phillips, an unmarried individual, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

_____
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 THE LOT

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

Parcel 1
That part of the North Half of the North Two Thirds of Government Lot 6, Township 27 North, Range 22 West, Dakota County, Minnesota lying east of the east right-of-way line of the former Chicago, Rock Island and Pacific Railroad and lying west of the center line of River Road (formerly Doane Trail) and lying south of the following described line:

Commencing at the northwest corner of said Government Lot 6; thence South 0 degrees 00 minutes 00 seconds East (bearing assumed) along the west line of said Government Lot 6 a distance of 416.07 feet to the point of beginning of the line to be described; thence North 89 degrees 49 minutes 51 seconds East 1230 feet, more or less, to the shore line of the Mississippi River and there terminating.

Parcel 2
That part of the South Half of the North Two Thirds of Government Lot 6 and the South One Third of said Government Lot 6, all in Section 11, Township 27 North, Range 22 West, Dakota County, Minnesota lying east of the east right-of-way line of the former Chicago, Rock Island and Pacific Rail Road, lying west of the center line of River Road (formerly Doane Trail), lying south of the north 200.00 feet of said South Half of the North Two Thirds and lying north of the following described line:

Commencing at the intersection of the east right-of-way line of said railroad and the south line of said Government Lot 6; thence North 12 degrees 35 minutes West along said right-of-way, 310.47 feet to the center line of 77th Street and the point of beginning of the line to be described; thence South 63 degrees 54 minutes 38 seconds East, 106.21 feet to the center line of River Road (formerly Doane Trail) and there terminating.

Abstract Property.

EXHIBIT B
STORM WATER FACILITY PLAN

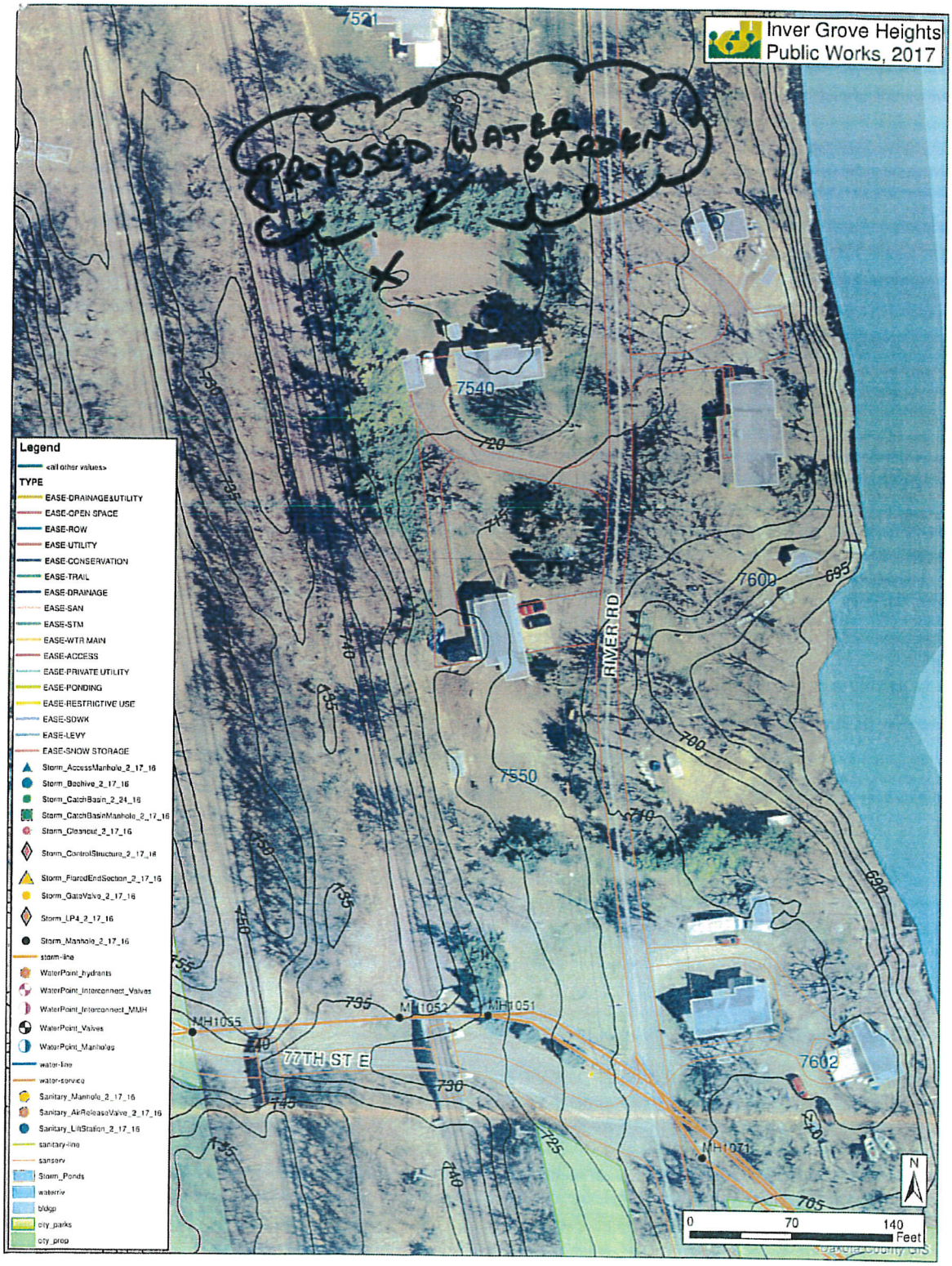


EXHIBIT B (CONTINUED)
STORM WATER FACILITY PLAN

RAIN GARDEN SIZING GUIDE
Andy Calton & Anne Phillips
7540 River Road

MDW
4/12/2019

Mitigating 622 SF of Impervious Surface
(Given Capaston loam, Type 'D' Soils)

Past Condition Runoff Volume (100-year)=	348	CF
Precondition Runoff Volume (100-year)=	218	CF
Volume to be treated (Cubic Feet)=	131	CF
Gallons to be treated=	980	GAL

HydroCAD Run-off Volume Results		
(CN=XX)	0.003	AF
(CN=XX)	0.005	AF

3-18: 100-Year Rain Garden
(18-inch depth dead storage, 3.0-feet Engineered Soils)

Rain Garden C (100-yr)		
Above Ground Storage Volume	1.5	feet
Engineered Soil	3	feet
Rain Garden Bottom Area	51	SF
Total Storage Vol. =	130	CF

2-18: 100-Year Rain Garden
(18-inch depth dead storage, 2.0-feet Engineered Soils)

Rain Garden C (100-yr)		
Above Ground Storage Volume	1.5	feet
Engineered Soil	2	feet
Rain Garden Bottom Area	59	SF
Total Storage Vol. =	130	CF

1.5-18: 100-Year Rain Garden
(18-inch depth dead storage, 1.5-feet Engineered Soils)

Rain Garden C (100-yr)		
Above Ground Storage Volume	1.5	feet
Engineered Soil	1.5	feet
Rain Garden Bottom Area	64	SF
Total Storage Vol. =	130	CF

3-12: 100-Year Rain Garden
(12-inch depth dead storage, 3.0-feet Engineered Soils)

Rain Garden C (100-yr)		
Above Ground Storage Volume	1	feet
Engineered Soil	3	feet
Rain Garden Bottom Area	64	SF
Total Storage Vol. =	131	CF

2-12: 100-Year Rain Garden
(12-inch depth dead storage, 2.0-feet Engineered Soils)

Rain Garden C (100-yr)		
Above Ground Storage Volume	1	feet
Engineered Soil	2	feet
Rain Garden Bottom Area	77	SF
Total Storage Vol. =	131	CF

1.5-12: 100-Year Rain Garden
(12-inch depth dead storage, 1.5-feet Engineered Soils)

Rain Garden C (100-yr)		
Above Ground Storage Volume	1	feet
Engineered Soil	1.5	feet
Rain Garden Bottom Area	86	SF
Total Storage Vol. =	131	CF

3-9: 100-Year Rain Garden
(9-inch depth dead storage, 3.0-feet Engineered Soils)

Rain Garden C (100-yr)		
Above Ground Storage Volume	0.75	feet
Engineered Soil Storage Volume	3	feet
Rain Garden Bottom Area	73	SF
Total Storage Vol. =	131	CF

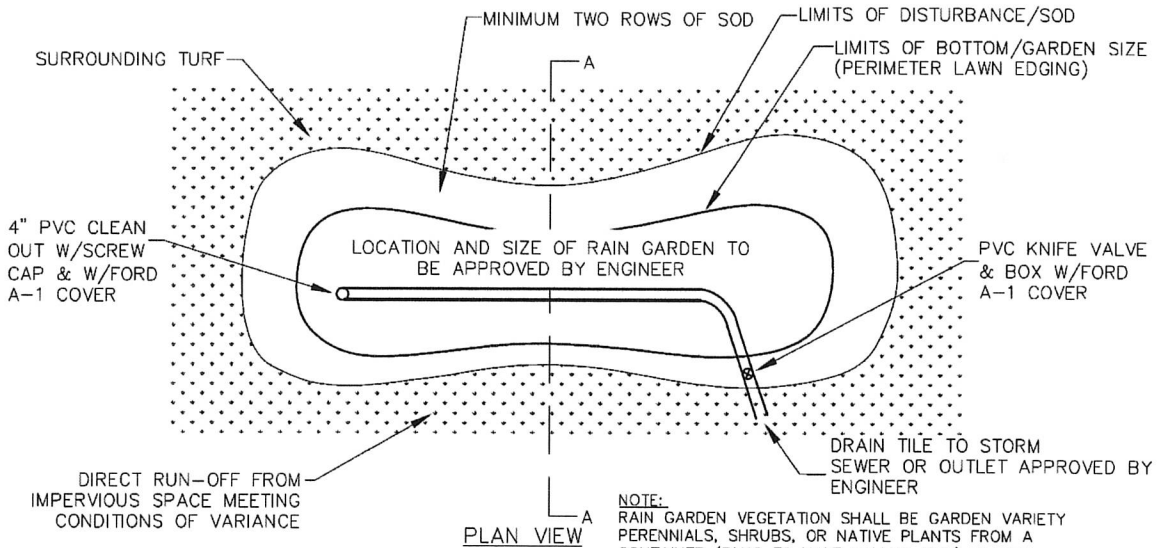
2-9: 100-Year Rain Garden
(9-inch depth dead storage, 2.0-feet Engineered Soils)

Rain Garden C (100-yr)		
Above Ground Storage Volume	0.75	feet
Engineered Soil Storage Volume	2	feet
Rain Garden Bottom Area	90	SF
Total Storage Vol. =	131	CF

1.5-9: 100-Year Rain Garden
(9-inch depth dead storage, 1.5-feet Engineered Soils)

Rain Garden C (100-yr)		
Above Ground Storage Volume	0.75	feet
Engineered Soil Storage Volume	1.5	feet
Rain Garden Bottom Area	102	SF
Total Storage Vol. =	130	CF

EXHIBIT C
RESIDENTIAL BIORETENTION BASIN (STM-15)

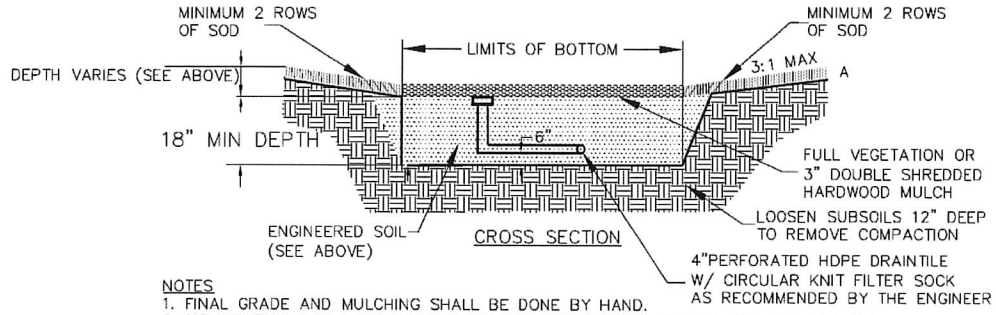


NOTE:
RAIN GARDEN VEGETATION SHALL BE GARDEN VARIETY PERENNIALS, SHRUBS, OR NATIVE PLANTS FROM A CONTAINER (PLUG TO HALF GALLON SIZE) PLACED ACCORDING TO RECOMMENDED PLANT SPACING REQUIREMENTS OR AS APPROVED BY THE ENGINEER.

SUBSOIL TYPE	SUBSOIL TYPE	RECOM. DEPTH
A	SAND/GRAVEL	12"-18"
B	SAND WITH CLAY OR SILT	9"-12"
C	CLAY OR SILT WITH SAND	6"-9"
D	CLAYS OR SILTS	6"

ENGINEERED SOIL (DCSWCD MIX B)
80% COARSE-WASHED SAND (MNDOT 3126)
20% LEAF-LITTER COMPOST (ORGANIC, GRADE 2, MNDOT 3890)
NO TOPSOIL OR ON-SITE SOILS MAY BE USED IN ENGINEERED SOIL MIX UNLESS APPROVED BY THE ENGINEER.
3 RING INFILTROMETOR TESTING AND INFILTRATION TEST ON ENGINEERED SOILS MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.

AREA OF ADDED IMPERVIOUS SURFACE AGREED TO BE TREATED (A) = _____ (SF)
VOLUME OF STORM WATER TO BE STORED (0.29 X A) = _____(CF)



NOTES
1. FINAL GRADE AND MULCHING SHALL BE DONE BY HAND.
2. NO EQUIPMENT WILL BE ALLOWED ON THE RAIN GARDEN AFTER EXCAVATION BEGINS.
3. PERIMETER EROSION CONTROL SHALL BE INSTALLED AND REMAIN IN PLACE UNTIL TURF IS ESTABLISHED AROUND RAIN GARDEN.
4. OWNER IS RESPONSIBLE FOR NOTIFYING ENGINEER FOR INSPECTION OF RAIN GARDEN FOR
   (1) FINALIZING RAIN GARDEN SIZE AND LOCATION.
   (2) OBSERVATION OF EXCAVATION AND SCARIFYING OF SUBSOIL.
   (3) APPROVAL TO BACKFILL WITH ENGINEERED SOILS.
   (4) FINAL INSPECTION WITH MULCH AND PLANTS INSTALLED.
5. GARDEN SIZE SHALL BE IN ACCORDANCE WITH THE MINIMUM GARDEN BOTTOM SIZE CALCULATED OR 12 SQUARE FEET, WHICHEVER IS GREATER.
6. OWNER SHALL MAINTAIN PER SMFMA AND REPORT O & M ACTIVITY ANNUALLY TO CITY ENGINEER.
7. FOLLOW CURRENT DAKOTA COUNTY SWCD LID STANDARDS.

	RESIDENTIAL BIORETENTION BASIN		
	CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	01/17	PLATE NO. STM-15

EXHIBIT C (CONTINUED)
BIORETENTION BASIN INSTALLATION NOTES

Bioretention Installation Notes

1) All work must comply with Dakota County Low Impact Development Standards. (See www.dakotaswcd.org)

2) The City of Inver Grove Heights Engineering Division is providing quality control and field verifications of the bioretention installations. Call the Engineering Division at (651) 450-2570 to schedule a preconstruction meeting prior to any disturbance in the bioretention area. City of Inver Grove Heights Engineering Division field verification is required prior to burying any work and/or installing any concrete, mulch and/or plant materials.

3) The bioretention areas must be staked off and marked to keep all construction traffic, equipment and material stockpiles out of the proposed bioretention areas.

4) Bioretention practices shall not be excavated until the contributing drainage areas with exposed soils have been fully stabilized and bituminous base course installed on contributing pavement areas. Divert upland drainage areas to prevent runoff from entering the excavated cell or into the work area. **DO NOT** use bioretention cells as temporary sediment basins or allow construction runoff into the cell.

5) Deliver sample materials onsite for city of Inver Grove Heights Engineering prior approval. Prior to beginning the installation, sufficient material quantities shall be onsite to complete the installation and stabilize exposed soil areas without delay.

6) Care must be taken to avoid contamination of engineered soils with sediment, in-situ or topsoil during and after installation. Materials must be segregated.

7) Installation with dry soil conditions is critical to prevent smearing and compaction. Schedule work for periods of dry weather. Do not work if soil conditions are wet. Excavation, soil placement and rapid stabilization of perimeter slopes with turf sod must completed before the next precipitation event. Turf sod placed in flow paths shall be secured with at least 6 stakes per square yard. Place stakes along uphill seam edges to prevent undermining flows until sod roots establish.

8) Do not leave infiltration areas and/or perimeter slopes exposed overnight. Secure the site from risk of precipitation damages at the end of every work day. In the event of rain, take action to divert stormwater away from the work area and temporarily cover of all exposed soils with filter fabric or impermeable sheeting.

9) City of Inver Grove Heights Engineering Division field observation of excavation and soil placement is required. Notify the engineering division prior to digging. Use backhoe with tooth bucket for cell excavation to avoid compacting or smearing of soils. (Do not use skid steer for excavation within the cell) Use tooth bucket to scarify (rip) underlying soils 6" to 9" deep to remove compaction. Gently mix the first lift of engineered soils with the loosened underlying soils to avoid stratification and promote permeability. Use excavator bucket to place materials. Construction equipment shall not be allowed into the basin. Leveling and final grading within the cell must be completed by hand.

10) The side slopes of the bioretention cell shall be 3h:1v or flatter. Lawn edging shall be installed along the outside perimeter of the cell to physically defined the limits of the bioretention cell. Lawn edging shall be securely staked per manufacturers installation requirements or 5 ft O.C. whichever is greater.

11) Replacement Engineered Soil shall be Minnesota Stormwater Manual 4.1.2 Mix B: Enhanced Filtration Blend (Well blended mixture of 80% ASTM C-33 Coarse Washed Sand (MnDot 3126) and 20% MnDot 3890 Grade 2 Leaf Litter Compost. The material supplier shall provide documentation that the compost has been sampled and tested as required by the Seal of Testing Assurance (STA) Program of the United States Composting Council (USCC) and a gradation sieve analysis for the washed sand. **THE ENGINEERED SOIL SHALL NOT CONTAIN ANY TOPSOIL OR FILTER AGGREGATE WITH FINES.**

12) Perforated under-drains shall be slotted single wall HDPE with circular knit polymeric filament filter sock per ASTM D6707-01. MnDot 3733 Type sewn seam non-woven fabric shall **NOT** be used.

13) Notify the City of Inver Grove Heights Engineering Division prior to placing any mulch or installing any plantings. The engineering Division shall field check elevations, soil compaction and permeability. Note: Depending on conditions observed, compaction removal by hand may be needed prior to placing mulch and/or after plantings.

14) Install Temporary Blocks at Curb and Gutter Openings immediately following curb installation to protect cells from sediment and/or high flow damages. Do not allow water from pavement cleaning operations or runoff from exposed soils into the cell. The Engineering Division will remove the board and stakes after field observations determine the plantings are well established and the cell is ready to accept runoff.

15) Installed sod and plantings require a total of 1" of water per week and active weed management until well established. Watering costs are considered incidental to sod and planting installations.

16) Soil certification, delivery tickets, spec sheets and plant tags shall be provided to the City.

	BIORETENTION BASIN INSTALLATION NOTES		
	CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	3/15	PLATE NO. STM-19

EXHIBIT D
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the Storm Water Facilities shall be performed as outlined in Table 1.1 below to ensure healthy and functioning Storm Water Facilities conforming to the intent of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Department by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance Plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Lot 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	Lot 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	Lot 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	Lot Owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Lot Owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Lot Owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Lot Owner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The Lot Owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Lot Owner unless designated

EXHIBIT E
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

AGENDA ITEM ____4.O._____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

SCOTT & KRISTINA GORDEN – CASE NO. 19-18C

Meeting Date:	May 28, 2019
Item Type:	Consent Agenda
Contact:	Allan Hunting 651.450.2554
Prepared by:	Allan Hunting, City Planner
Reviewed by:	

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve a Resolution for a Conditional Use Permit (CUP) to exceed the maximum impervious surface allowed on the property located at 11640 Aileron Circle.

- Requires 4/5th's vote.
- 60-day deadline: June 21, 2019 (first 60-days)

SUMMARY

The applicant is requesting a conditional use permit (CUP) to exceed the maximum impervious surface amount allowed on the property. City Code allows the impervious surface maximum to be increased by 10% of the lot area with a CUP. The applicant is proposing to construct a pool and patio area (2,167 sq. ft.) which would exceed the maximum impervious surface on the property. Based on the lot size, the property is allowed 7077 square feet of hard surface with a CUP; the request is to allow an additional 663 square feet, which is well within that CUP allowance.

The Engineering Department has reviewed the request and is working with the applicant on the stormwater requirements for the addition. The site plan shows proposed raingardens in the southeast and northeast corner of the property, which is designed to treat the 663 square feet.

RECOMMENDATION

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

Planning Commission: There was no discussion regarding the item at the meeting and therefore the Commission recommended **approval** of the request at their May 21, 2019 meeting with the conditions listed in the attached resolution (8-0).

Attachments: Conditional Use Permit Resolution
Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

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

Scott & Kristina Gorden
Case No. 19-18C

WHEREAS, an application for Conditional Use Permit (CUP) has been submitted for the property located at 11640Aileron Circle and legally described as:

Lot 10, Block 5, Woodland Preserve, according to the plat thereof, on file and of record in the Office of the Dakota County Recorder

WHEREAS, the aforedescribed property is zoned R-1C, Single Family Residential;

WHEREAS, the abovementioned site is allowed 5,763 square feet of impervious coverage, the request is to allow an additional 663 square feet of impervious coverage, which is within the additional amount allowed by CUP;

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

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

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on May 21, 2019;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow 663 square feet of impervious surface above the allowed amount but well within the additional 10% of lot area allowed with a CUP, is hereby approved subject to the following conditions:

1. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.

2. A storm water facilities maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.

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

Adopted by the City Council of Inver Grove Heights this 28th day of May, 2019.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joseph Lynch, Deputy Clerk

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

HEARING DATE: May 21, 2019 **CASE NO.:** 19-18C

APPLICANT & PROPERTY OWNER: Scott & Kristina Gorden

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

LOCATION: 11640 Aileron Circle

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: R-1C, Single-family Residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is requesting a Conditional Use Permit (CUP) to exceed the allowed impervious surface amount on the property. The applicant is proposing to construct a new pool and patio space around the pool. The applicant would be removing 702 square feet of existing patio as part of the project. City code allows additional impervious surface on a property, up to 10% of the lot area, with a conditional use permit. The applicant would like to add 2,167 square feet of impervious surface which is within the additional 10% allowance.

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

	Square Feet	**Allowed Impervious Coverage (sq. ft)**
Lot Size Additional impervious allowed w/ CUP Total impervious allowed on property	19,771 10% of lot area	5100 1977 **7077**
Existing impervious surface	4298	
Impervious surface requested	2167 (removing 702 existing)	
Total sq ft requested by CUP and required to be treated	**663**	

SPECIFIC REQUEST

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

SURROUNDING USES:

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

North	Single-family home; zoned R-1C; guided LDR, Low Density Residential
East	Single-family home; zoned R-1C; guided LDR, Low Density Residential
West	Single-family home; zoned R-1C; guided LDR, Low Density Residential
South	Single-family home; zoned R-1C; guided LDR, Low Density Residential

EVALUATION OF REQUEST:

GENERAL CUP CRITERIA

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

The proposed impervious surface meets the above criteria. The pool and patio expansion would comply with setback requirements. The applicant is proposing two rain gardens in the northeast and southeast corners of the property, complying with the storm water treatment conditions. The proposed raingarden would be designed to treat 663 square feet of additional impervious surface.

IMPERVIOUS SURFACE CUP CRITERIA

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

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

f) An escrow or fee, to be determined by the City Engineer, shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan. Surety shall be provided to ensure construction of the system according to the plans approved by the City Engineer.

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

ENGINEERING REVIEW

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

ALTERNATIVES

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

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

- Approval of the **Conditional Use Permit** to allow 5,763 square feet of impervious surface subject to the following conditions:

    1. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.

    2. A storm water facilities maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.

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

RECOMMENDATION

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

Attachments: Exhibit A - Zoning and location map
Exhibit B - Narrative
Exhibit C- Site plan

Location Map
Case No. 19-18C

Conditional Use Permit Request

We are looking at creating not only an in-ground pool for our backyard, but also creating usable outdoor living space for the surrounding pool area. We are planning for this paver patio to be a ICPI certified installation. Around the pool deck and patio space is a mixture of plant beds with mulch, and lawn space. Some regrading will be needed, as well as some retaining walls to get from the elevation of the front yard to the backyard patio area. Some infiltration sites will also be created onsite to help manage storm water runoff created by the additional impervious square footage. The lot area is 19,771 sqft, and the current impervious surface is 4,298 on the property. *(the house area is 2,420 sqft, the driveway is 1,028 sqft, the front sidewalk is 148 sqft, and the back patio area totals 702 sqft)* Our goal would be removing the back patio area and having 2,078 sqft of surface area around the pool and including a fire pit area. Adding this total and removing the 702 sqft of the current back patio area would result in 5,674 sqft of total impervious surface on the property.

Regards,

Tina Gorden

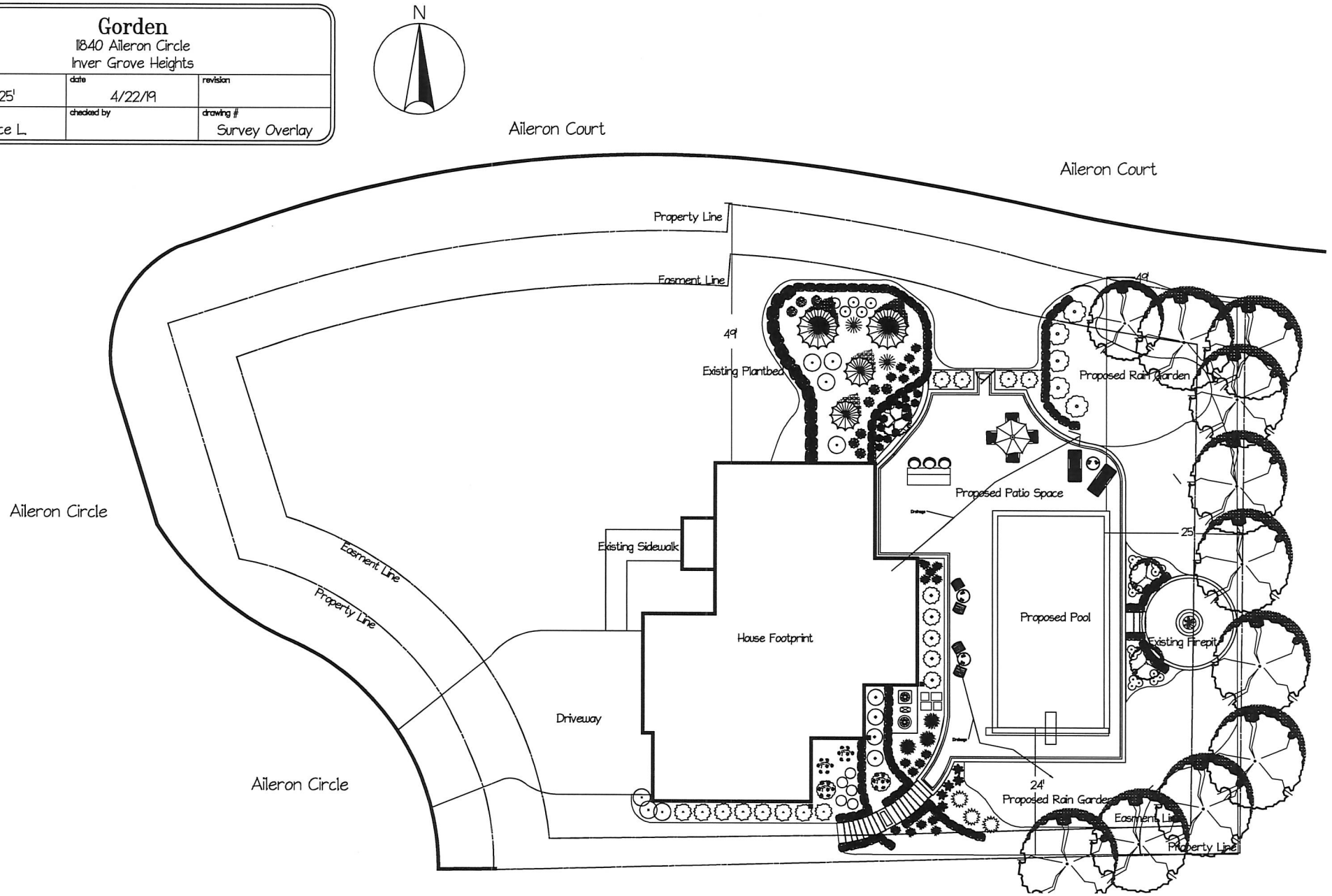
Tina Gorden

Gorden

11840 Aileron Circle
Inver Grove Heights

client:

scale	date	revision
1"=25'	4/22/19	
drawn by: Bryce L.	checked by:	drawing #: Survey Overlay



AGENDA ITEM 4P

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SHAWN BRIGGS – STOR Self-Storage

Meeting Date:	May 28, 2019
Item Type:	Consent Agenda
Contact:	Allan Hunting 651.450.2554
Prepared by:	Allan Hunting, City Planner
Reviewed by:	Planning

Fiscal/FTE Impact:

- [X] None
- [ ] Amount included in current budget
- [ ] Budget amendment requested
- [ ] FTE included in current complement
- [ ] Other

PURPOSE/ACTION REQUESTED

Approve a **Resolution** approving the Development Contract, Storm Water Facilities Maintenance Agreement, and related agreements for the STOR self storage project located at 9725 South Robert Trail.

- Requires 3/5th's vote

SUMMARY

The City Council approved the conditional use permit for the self storage operation on January 24, 2019. One of the conditions of approval is that a development contract be negotiated before utility and building construction can begin. The documents were not finalized when the plans were approved in January.

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

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

Attachments: Resolution approving agreements
Development contract
Storm water facilities maintenance agreement
Fire hydrant license agreement
Permanent drainage and utility easements (2)

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE DEVELOPMENT CONTRACT, STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RELATED AGREEMENTS FOR THE STOR SELF STORAGE FACILITY

CASE NO. 18-60C
(Shawn Briggs)

WHEREAS, a conditional use permit, and variances were approved on January 14, 2019 for the self storage facility;

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

WHEREAS, the agreements were not completed prior to Council approving the project on January 14, 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 Development Contract, Storm Water Facilities Maintenance Agreement, and related agreements are hereby approved and the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 28th day of May, 2019.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joseph Lynch, Deputy Clerk

IMPROVEMENT AGREEMENT FOR 9725 ROBERT TRAIL SOUTH, INVER GROVE HEIGHTS DAKOTA COUNTY, MN

CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR 9725 ROBERT TRAIL SOUTH,
INVER GROVE HEIGHTS, MN

THIS IMPROVEMENT AGREEMENT (Agreement) is made and entered into on the 28th day of May, 2019, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

WHEREAS, the Developer has applied to the City for approval of the Development Plans.

WHEREAS, in conjunction with the granting of these approvals, the City requires the installation of sewer and water service lines, storm water facilities and associated landscaping and vegetation.

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the Council has agreed to approve the Development Plans on the following conditions:

1. That the Developer enter into this Improvement Agreement, which contract defines the work which the Developer undertakes to complete; and

2. The Developer shall provide an irrevocable letter of credit or cash deposit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such improvements within the period specified by the City.

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

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

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

ARTICLE 1
DEFINITIONS

1.1 **Terms.** The following terms, unless elsewhere defined specifically in the Improvement 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 **Developer.** "Developer" means Valley Homestead Properties, L.L.C., a North Dakota limited liability company, and its successors and assigns.

1.4 **Owner**. "Owner" means Valley Homestead Properties, L.L.C., a North Dakota limited liability company, and its successors and assigns.

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

1.6 **Development Plans.** "Development Plans" means all the plans, drawings, specifications and surveys identified on the attached **Exhibit B**, and hereby incorporated by reference and made a part of this Improvement Agreement.

1.7 **Improvement Agreement.** "Improvement Agreement" means this instant contract by and between the City and Developer.

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

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

1.10 **Director of PWD.** "Director of PWD" means the Director of the Public Works Department of the City of Inver Grove Heights and his delegatees.

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

1.12 **Other Regulatory Agencies.** "Other Regulatory Agencies" means and includes, individually and collectively, the following:

a.) Minnesota Department of Transportation

b.) Dakota County

c.) Dakota County Highway Department

d.) Watershed District

e.) Water Management Organization

f.) Metropolitan Council

g.) City of Eagan, Minnesota

h.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements

1.13 Utility Companies. "Utility Companies" means and includes, jointly and severally, the following:

a.) utility companies, including electric, gas and cable;

b.) pipeline companies.

1.14 Prior Easement Holders. "Prior Easement Holders" means and includes, jointly and severally, all holders of any easements or other property interests in the Subject Property.

1.15 Developer Improvements. "Developer Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached **Exhibit C**.

1.16 Developer Public Improvements. "Developer Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit C** that are further labeled "public". Developer Public Improvements are improvements to be constructed by the Developer within public right-of-way or public easements and which are to be approved and later accepted by the City. Developer Public Improvements are part of Developer Improvements.

1.17 Developer Default. "Developer Default" means and includes, individually and collectively, any of the following or any combination thereof:

a.) failure by the Developer to timely pay the City any money required to be paid under the Improvement Agreement;

b.) failure by the Developer to timely construct the Developer Improvements according to the Development Plans and the City standards and specifications;

c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;

d.) breach of the Developer Warranties.

1.18 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.

1.19 Developer Warranties. "Developer Warranties" means that the Developer hereby warrants and represents the following:

A. **Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.

B. **No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.

C. **Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.

D. **Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.

E. **No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

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

G. **Warranty on Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period 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 (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.

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

H. **Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.

I. **Fee Title/Ownership Interest.** Valley Homestead Properties, L.L.C., a North Dakota limited liability company, owns fee title to the Subject Property.

1.20 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 Improvement Agreement.

1.21 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
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Developer:
Valley Homestead Properties LLC
Attention: _____
5115 Excelsior Boulevard, Suite 424
St. Louis Park, MN 55416

If to Owner:
Valley Homestead Properties LLC
Attention: _____
5115 Excelsior Boulevard, Suite 424
St. Louis Park, MN 55416

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.

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

2.1. Approval of Development Plans. The Development Plans are hereby approved by the City.

ARTICLE 3
DEVELOPER IMPROVEMENTS

3.1 Developer Improvements. The Developer shall install, at its own cost, the Developer Improvements in accordance with the Development Plans. The Developer

Improvements shall be completed by the dates shown on **Exhibit C**, 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 Improvement Agreement after expiration of time by which the Developer Improvements are to be completed shall not waive or release any rights of the City; the City may take action at any time thereafter, and the terms of this Improvement Agreement shall be deemed to be automatically extended until such time as the Developer Improvements are completed to the City's reasonable satisfaction.

3.2 Ground Material. The Developer shall insure that adequate and suitable ground material shall exist in the areas of public utility improvements to be made by Developer and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of the Developer.

3.3 Grading/Drainage Plan. The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The grading and drainage plan shall include 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 11.

3.4 Area Restoration. The Developer shall restore all areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the Developer shall remove the silt fences after grading and construction have occurred.

3.5 Erosion Control. The Developer shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Developer shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Developer shall be responsible for all damage caused as the result of grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, the Developer shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4

OTHER PERMITS

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

ARTICLE 5
OTHER DEVELOPMENT REQUIREMENTS

5.1 Miscellaneous Requirements. Any additional requirements for approval of the Development Plans as specified by the Council are incorporated herein, as set forth in **Exhibit D**.

ARTICLE 6
DEVELOPER PUBLIC IMPROVEMENTS

6.1 Approval of Contractors and Engineer. Any contractor or engineer preparing plans and specifications selected by the Developer to design, construct or install any Developer Public Improvements must be approved in writing by the Director of PWD.

6.2 Construction. The construction, installation, materials and equipment related to Developer Public Improvements shall be in accord with the Development Plans. The Developer shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The Developer shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any Developer Public Improvements.

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 Faithful Performance of Construction Contracts. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.18(G) become defective or damaged in the opinion of the City.

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.19(G) and except as provided in the Storm Water Facilities Maintenance Agreement and the Fire Hydrant Maintenance Agreement between the City and Developer. If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 11.

6.6 Engineering Submittals Required. The record plan "as built" drawings of the Developer Public Improvements shall be provided by the Developer in accordance with City standards no later than 90 days after completion and acceptance of the Developer Public Improvements by the City, unless otherwise approved in writing by the PWD. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the developer's sureties. The following information is required to be shown on the record plans:

1. Two ties to all curb boxes and gate valves.

2. All hydrant gate valves tied back to the hydrant.

3. All ties shall be 100 feet or less.

4. Top nut elevation of all hydrants.

5. Rim and Invert elevations on all manholes and catch basins.

6. Apron invert elevations on all Flared End Structures and storm sewer stubs.

7. Invert elevations on all sanitary and water service stubs.

8. Two ties to all sewer and water service locations.

9. Main line stationing for all sanitary sewer wyes and water main corporations.

10. Copy of final plat shall be submitted in an electronic format (see item 12).

11. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom , side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).

12. 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 AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned and stored 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.

ARTICLE 7
RESPONSIBILITY FOR COSTS

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

7.2 **City Miscellaneous Expenses.** The Developer shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

7.3 Enforcement Costs. The Developer shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including engineering and reasonable attorneys' fees.

7.4 Time of Payment. The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8
DEVELOPER WARRANTIES

8.1 Statement of Developer Warranties. The Developer hereby makes and states the Developer Warranties.

ARTICLE 9
CITY WARRANTIES

9.1 Statement of City Warranties. The City hereby makes and states the City Warranties.

ARTICLE 10
INDEMNIFICATION OF CITY

10.1 Indemnification of City. Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, Developer shall indemnify, defend and hold the City , its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

a.) breach by the Developer of the Developer Warranties;

b.) failure of the Developer to timely construct the Developer Improvements according to the Development Plans and the City ordinances, standards and specifications;

c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;

d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;

e.) failure by the Developer to pay for materials;

f.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;

g.) construction of the Developer Improvements; and

h.) delays in construction of the Developer Improvements.

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

11.1 City Remedies. If a Developer Default occurs, that is not caused by Force Majeure, the City shall give the Developer Formal Notice of the Developer Default and the Developer shall have thirty (30) days to cure the Developer Default. If the Developer, after Formal Notice to it by the City, does not cure the Developer Default within thirty (30) 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 Improvement Agreement;

b.) the City may suspend any work, improvement or obligation to be performed by the City;

c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof;

d.) the City may suspend or deny building permits for buildings within the Subject Property;

e.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject

Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

11.3 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 Improvement 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.

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12
ESCROW DEPOSIT

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements, the Developer shall deposit with the City an irrevocable letter of credit or cash deposit for the amount stated in **Exhibit E**.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached **Exhibit E**. 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, 2022. 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, 2022, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

a.) a Developer Default; or

b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2022.

The City shall use the letter of credit proceeds or cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit D to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on **Exhibit E** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 12.2 from time to time as financial obligations are paid.

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer 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 1.18(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

If it is determined by the City that the Development Plans were not strictly adhered to, or that work was done without City inspection, the City may require, as a condition of acceptance,

that the Developer post a irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the City deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting City inspection, then the City may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 13
MISCELLANEOUS

13.1 City's Duties. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any Developer Improvements.

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

13.3 Recording. The Improvement Agreement shall be recorded with the County Recorder and the Developer shall provide and execute any and all documents necessary to implement the recording.

13.4 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the Owner. This Improvement Agreement shall also run with and be binding upon any after acquired interest of the Owner in the Subject Property.

13.5 Contract Assignment. The Developer and Owner may not assign this Improvement Agreement without the written permission of the Council. The Developer's and Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Subject Property.

13.6 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Improvement 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 Improvement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Improvement Agreement, waive compliance by another with any of the covenants contained in this Improvement 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 Improvement 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 Improvement 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.

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

13.8 Counterparts. This Improvement 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.

13.9 Headings. The subject headings of the paragraphs and subparagraphs of this Improvement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

13.10 Inconsistency. If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon the Developer are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Developer shall prevail.

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

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

IN WITNESS WHEREOF, the parties have executed this Improvement Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of May, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy 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 Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

OWNER AND DEVELOPER:
VALLEY HOMESTEAD PROPERTIES, L.L.C.

By: _____
Brian Briggs
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared Brian Briggs, to me personally known, who being by me duly sworn, did say that he is the President of Valley Homestead Properties, L.L.C., a North Dakota limited liability company, and that the foregoing instrument was executed on behalf of Valley Homestead Properties, L.L.C. by authority of the Boards of Governors 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 SUBJECT PROPERTY

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

That part of the West Half (W1/2) of the Southwest Quarter (SW/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota lying Northerly of the Northerly right-of-way line of Minnesota State Trunk Highway No. 3 and Westerly of the Westerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company;

EXCEPT that part thereof included within the North 417.42 feet of the East 417.42 feet of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota, as measured along the North and East lines thereof, and

EXCEPT that part described as follows: Commencing at the Northwest corner of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence South 0°01'18" East (assumed bearing) a distance of 700 feet along the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4) to the point of beginning of the parcel to be described; thence North 89°58'42" East a distance of 500 feet; thence South 0°01'18" East a distance of 343.44 feet, more or less, to the Northerly right-of-way line of State Trunk Highway No. 3; thence Southwesterly along said right-of-way line 604.14 feet, more or less, to its intersection with the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence Northerly along said West line 666.87 feet, more or less, to the point of beginning, according to the Government Survey thereof, located in Dakota County, Minnesota.

Property is Abstract.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Overall Site Plan (C-100)		Elan Design Lab and Architectural Consortium L.L.C.
Site Plan (C-101)		Elan Design Lab and Architectural Consortium L.L.C.
Grading Plan (C-201)		Elan Design Lab and Architectural Consortium L.L.C.
Utility Plan (C-301)		Elan Design Lab and Architectural Consortium L.L.C.
Landscape Plan (L-100)		Elan Design Lab and Architectural Consortium L.L.C.
Site Plan (C-101)		Elan Design Lab and Architectural Consortium L.L.C.
Entry Building Concept Plan and Elevations (A2.1)		Architectural Consortium L.L.C.
Bldg A & B Concept Plan and Elevations (A2.2)		Architectural Consortium L.L.C.
Bldg C & G Concept Plan and Elevations (A2.3)		Architectural Consortium L.L.C.

Bldg D/E and F Concept Plan and Elevations (A2.4)	Architectural Consortium L.L.C.
Existing Building Conversion Concept Elevations (A2.5)	Architectural Consortium L.L.C.
Photometrics Plan (E-101)	Elan Design Lab and Architectural Consortium L.L.C.

The above-listed Development Plans were approved by the City Engineer on May ____, 2019. The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences (collectively the "City Engineer Memos"):

1. Letter from MnDOT to Steve Johnson at Elan Design Lab dated November 21, 2018;
2. Memo from Assistant City Engineer Steve Dodge to Associate Planner Heather Botten dated November 28, 2018;
3. Memo from Assistant City Engineer Steve Dodge to Associate Planner Heather Botten dated April 11, 2019;
4. Memo from Greg Fransen at Barr Engineering to City Engineer Tom Kaldunski dated April 11, 2019; and
5. Memo from Assistant City Engineer Steve Dodge to Associate Planner Heather Botten dated May 8, 2019; and
6. Letter from Assistant City Engineer Steve Dodge to Shawn Briggs dated May 17, 2019 relating to grading on Subject Property.

The City Engineer Memos are on file with the City. The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer.

EXHIBIT C
DEVELOPER IMPROVEMENTS

The items checked with an "X" below are the Developer Improvements.
The items checked with "Public" below are those Developer Improvements that are Developer-Public Improvements.

CHECKED	COMPLETION DATE	IMPROVEMENT
X	10-1-2020, or prior to issuance of building permit, whichever occurs first	grading, drainage, sediment and erosion control
X	10-1-2020, or prior to issuance of certificate , of occupancy, whichever occurs first	stormwater facilities (including rate control pond, three infiltration basins, stormwater pipes, inlets and three sump manholes)
X	10-1-2020, or prior to issuance of certificate of occupancy, whichever occurs first	extension of water and sewer service lines
X	10-1-2020, or prior to issuance of certificate of occupancy, whichever occurs first	curb and pavement for parking lot
X	10-1-2020, or prior to issuance of certificate of occupancy, whichever occurs first	re-striping of existing right turn lane and widening of driveway opening
X	10-1-2020, or prior to issuance of certificate of occupancy, whichever occurs first	landscaping / vegetation*
X	10-1-2020, or prior to issuance of certificate of occupancy, whichever occurs first	certified as-builts

X	10-1-2020, or prior to issuance of certificate of occupancy, whichever occurs first	construction debris clean-up

The City Engineer and/or Director of Public Works reserve the right to extend the above completion dates, if requested by Developer, to a date reasonably determined by the City.

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

EXHIBIT D

MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY

1.) **CONDITIONS TO BE SATISFIED BEFORE CONSTRUCTION BEGINS ON THE SUBJECT PROPERTY.** Before construction begins on the Subject Property, all the following conditions must be satisfied:

a.) Developer and Owner must execute this Improvement Agreement.

b.) Developer must provide the letter of credit or cash deposit for the amount stated on Exhibit E of this Improvement Agreement.

c.) Developer must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow stated on Exhibit E of the Improvement Agreement.

d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.

e.) Final site plans and the Operations and Maintenance Plan for the stormwater facilities shall be submitted to the City and approved by the City Engineer.

f.) Developer and/or Owner must execute the following documents for the Subject Property:

- Improvement Agreement
- Storm Water Facilities Maintenance Agreement
- Fire Hydrant License Agreement
- Permanent Drainage and Utility Easement (perimeter)
- Permanent Drainage and Utility Easement (regional basin)

The form of the documents are subject to the approval of the City Attorney and the Director of PWD.

g.) Owner must present to the City a title insurance policy that shows that Owner is the fee title owner of the Subject Property.

2.) **CONDITIONS TO BE SATISFIED BY OCTOBER 1, 2020, OR BEFORE CITY ISSUES BUILDING PERMIT FOR SUBJECT PROPERTY.** By October 1, 2020, or before the City issues a building permit for the Subject Property, whichever occurs first, all of the following conditions must be satisfied:

a.) All of the conditions in paragraph 1 of this Exhibit D have been met.

b.) Grading, drainage, erosion and sediment control have been completed or, in the judgment of the City Engineer or Director of PWD, the grading, drainage and erosion control have been completed to the point that the commencement of building will not cause adverse effects with respect to storm water runoff or storm water detention.

3.) **CONDITIONS TO BE SATISFIED BY OCTOBER 1, 2020, OR BEFORE CITY ISSUES CERTIFICATE OF OCCUPANCY FOR SUBJECT PROPERTY.** By October 1, 2020, or before the City issues a certificate of occupancy for the Subject Property, whichever occurs first, all of the following conditions must be satisfied:

a.) All of the conditions in paragraph 1 of this Exhibit D have been met.

b.) All storm water facilities must be completed and approved by the City Engineer.

c.) Water and sewer service lines shall be extended to the Subject Property.

d.) All site landscaping and vegetation must be completed, with the exception provided in Exhibit C.

e.) Certified as-builts shall be submitted to the City.

f.) The curb and paving for the parking lot shall be completed.

g.) The re-striping of the existing right turn lane and widening of the driveway opening shall be complete.

h.) Owner must meet all requirements imposed by MnDOT per the letter dated November 21, 2018 and any subsequent correspondence from MnDOT.

4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** During the construction within the Subject Property the Developer is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.

5.) **PERMITS**. Owner is responsible to obtain all necessary permits for construction of the Developer Improvements on the Subject Property including, but not limited to, the following:

- Mn/DOT – drainage permit; permit to work on Mn/DOT ROW; and sign restrictions
- MPCA –sewer extension permit
- MPCA – NPDES General Stormwater permit
- MCES – sewer extension permit
- MN Department of Health – permit for the watermain extension
- CITY Building Department permits for the building, sewer and water services

6.) **LOT EROSION CONTROL REQUIREMENTS**. Any construction within the Subject Property shall comply with the following (Erosion Control Forms):

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

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

7.) **JOINT POWERS AGREEMENT BETWEEN CITY OF INVER GROVE HEIGHTS AND CITY OF EAGAN**. The water that will serve the Subject Property is being extended from the City of Eagan and the core facilities for water are in the City of Eagan. To enable the Subject Property to be served with water from Eagan, the cities of Inver Grove Heights and Eagan are relying on the terms of a 1997 Joint Powers Agreement between the two cities, hereafter referred to as the JPA.

The Owner acknowledge and agrees that the JPA benefits the Subject Property and that the Development Plans and Developer Improvements are subject to the JPA. Owner hereby assumes and agrees to pay all the financial obligations of the City of Inver Grove Heights, if any, under the JPA relating to approval of the Development Plans and construction of Developer Improvements. Without limiting the foregoing, Owner agrees as follows:

a.) If applicable, prior to commencing any Developer Public Improvements, the Owner shall obtain the written approval of Eagan for Developer Public Improvements pursuant to Article 13 of the JPA.

b.) If applicable, the Development Plans shall comply with Section 3.1 of the JPA; the construction of Developer Public Improvements shall comply with Section 3.2 of the JPA; and the Owner shall obtain all necessary easements for construction and for the permanent Developer Public Improvements. The Owner is responsible for the costs of constructing the Developer Public Improvements and does hereby assume and relieve the City of Inver Grove Heights from all costs identified in Sections 3.3 and 3.4 of the JPA.

c.) If applicable, any costs and expenses incurred by the City of Inver Grove Heights under Section 3.7 of the JPA shall be paid by Owner to Eagan.

d.) If applicable, prior to commencing any Developer Public Improvements, the Owner, instead of the City of Inver Grove Heights, shall pay to the City of Eagan the plat trunk area charges identified in Section 5.1 of the JPA.

e.) If applicable, at the time of obtaining building permits, the Owner and its assigns, instead of the City of Inver Grove Heights, shall pay to Eagan the connection fees identified in Sections 6.1 and 6.2 of the JPA.

f.) If applicable, the Owner and its successors and assigns agree to comply with any restriction, conservation or other regulation of water usage as adopted from time-to-time by the City of Eagan, of which the City of Eagan informs the City of Inver Grove Heights.

If applicable, the City of Inver Grove Heights reserves the right to charge water and sanitary sewer user rates based either on the Eagan or Inver Grove Heights rates, whichever is higher.

g.) If applicable, all storm water fees or charges imposed by the City of Eagan, including those under Sections 7.2, 13.2 and 14.3 of the JPA, shall be paid by the Owner and its assigns as they become due.

8.) **REGIONAL BASIN RV-F-10.** Regional Basin RV-F-10 is located partially on the Subject Property and partially on the property to the east of the Subject Property (identified as Dakota County Tax Parcel No. 20-01900-52-012). The majority of the regional basin is located on the property to the east of the Subject Property. If Owner performs any clearing or grading activity on the property to the east, Owner must receive written permission from the owner of the property to the east, namely, Gopher Homes LLC and Mini Soda Properties LLC. Owner is constructing a flared end structure that will discharge water from the Subject Property to Regional Basin RV-F-10. Owner is responsible to notify the adjoining landowner (Gopher Homes LLC and Mini Soda Properties LLC) of the private water discharging from the Subject Property to the regional basin. Because the water being discharged from the Subject Property is private water (and not public water) from the Subject Property, the City is not responsible or obligated to notify the adjoining landowner.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

	Improvements	Cost
1.	Grading, Drainage and Erosion Control	$ 376,965.00
2.	Utilities (sewer and water)	$ 240,530.00
3.	Storm Sewer Facilities	$ 80,176.00
4.	Restoration and Vegetation Establishment	$45,000.00
5.	TH 3 Right-Turn Lane and appurtenances	$61,664.00
6.	Site Parking Lot (Curb and Base Course Paving)	$212,340.00
7.	Landscaping (Planning)	$25,000.00
8.	Retaining Wall	$17,000.00
9.	Lighting	$24,500.00
10.	Fence/Screening	$56,000.00
9.	Construction Debris Cleanup (includes property repair)	$7,500.00
10.	Certified As-built Plans	$4,500.00
	Total Construction Estimate	$1,151,175.00
		x 1.25
	TOTAL LETTER OF CREDIT AMOUNT (125%)	**$ 1,438,969.00**

EXHIBIT E
ESCROW CALCULATION
(Continued)

Engineering Escrow Amount

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit $15,000 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering inspection, attorney's expenses, staff review time, assurance for sediment/erosion control compliance and maintenance requirements at the City's standard rates charged for such tasks.

Subject to the following paragraph, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Developer.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping on the Subject Property in the event such problems and deficiencies arise after the City has accepted the Developer Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems if all the following circumstances exist:

a.) Deficiencies or problems have arisen with respect to grading, drainage, and erosion control or landscaping; and
b.) The City has previously accepted the Developer Improvements; and
c.) The Letter of Credit or cash deposit for the Developer Improvements has expired or the Letter of Credit or cash deposit for the Developer Improvements has been reduced to ten percent (10%) or less of its original amount.

The City shall return to the Developer any remaining Escrow Retainage when all the following events have occurred:

a.) all of the 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 vegetation exceed the initially deposited $15,000 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

EXHIBIT E
ESCROW CALCULATION
(Continued)

Vegetation Escrow Amount

In addition to the $15,000 Engineering Escrow Amount stated above, Developer shall also deposit $3,000 in cash with the City (hereafter "Vegetation Escrow Amount") to ensure the vegetation installed within and around the stormwater facilities is maintained and established for a 3-year period from the date of satisfactory installation. The Vegetation Escrow Amount shall be available to the City to pay for deficiencies and problems related to the vegetation installed within and around the stormwater facilities on the Subject Property in the event such problems and deficiencies arise after the City has approved the Developer Improvements.

After the 3-year period has expired and upon approval by the City Engineer, the City shall return to the Developer any of the remaining Vegetation Escrow Amount.

To the extent the amount needed to correct the deficiencies and problems relating to the vegetation within and around the stormwater facilities exceeds the initially deposited $3,000 Vegetation Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR STORM WATER FACILITIES LOCATED AT 9725 ROBERT TRAIL SOUTH, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 28th day of May, 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and Valley Homestead Properties, L.L.C., a North Dakota limited liability company (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 Valley Homestead Properties, L.L.C., a North Dakota limited liability company, and its successors and assigns.

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

> The fee title owner of the Subject Property identified on Exhibit A, and the successors and assigns of such fee title owner.

1.5 Storm Water Facilities. "Storm Water Facilities" means each and all of the following, individually and collectively, to the extent located within the Subject Property:

Any existing or future stormwater pipes, inlets, sump manholes, flared end structures, overflow structures, aprons, rip rap, emergency overflow swales, culverts, catch basins, drainage paths and related stormwater appurtenances lying within the Subject Property including the following:

- North rate control pond
- East infiltration basin
- West infiltration basin
- South infiltration basin

1.6 Storm Water Facility Plan. "Storm Water Facility Plan" means that certain Grading Plan (C-201), Utility Plan (C-301) and Site Plan (C-101) prepared by Elan Design Lab dated May ____, 2019 and approved by the City Engineer on May ____, 2019. The Storm Water Facility Plan is on file with the City.

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

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

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Subject Property.

Recital No. 2. Landowner has requested that the City approve Development Plans in connection with an Improvement Agreement between the City and Landowner dated May 28, 2019.

Recital No. 3. The Landowner is constructing the Storm Water Facilities on the Subject Property.

Recital No. 4. The City is willing to approve the Development Plans identified in the Improvement Agreement for the Subject Property if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 5. By this Agreement the parties seek to:

a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.

b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.

c.) provide the City with right of access over the Subject Property to access the Stormwater Facilities, when needed.

Recital No. 6. The Storm Water Facilities have been designed by Landowner to accommodate an additional amount of impervious surface on the Subject Property for potential future development of the Subject Property. Under the Development Plans identified in the Improvement Agreement, the current impervious surface on the Subject Property is _____. The east infiltration basin has been upsized to accommodate an additional 2.5 acres of impervious surface. The west infiltration basin has been upsized to accommodate an additional 0.5 acres of impervious surface. The north rate control pond has been upsized to accommodate an additional 3 acres of impervious surface.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction and Maintenance of Storm Water Facilities. Landowner agrees that the Storm Water Facilities identified in Section 1.5 of this Agreement shall be constructed and installed in accordance with the Stormwater Facility Plan at the sole expense of Landowner at a location and in a configuration as approved by the City pursuant to the Storm Water Facility Plan.

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 3.2 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 ensure 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 Subject Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Subject Property.

The City will maintain that portion of Regional Basin RV-F-10 located on the Subject Property. The Landowner is not obligated to maintain that portion of Regional Basin RV-F-10 located on the Subject Property.

3.2 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.2.

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 Subject Property is located outside of the Northwest Area Overlay District; and

c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;

d. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;

e. The Standard of Maintenance shall include but not be limited to each of the following:

i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.

ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner will operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Subject Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B.** The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

iii.) The Operations & Maintenance Plan shall contain the following information:

a. Detailed inspection requirements;

b. Inspection and maintenance schedules;

c. Contact information for the Responsible Owner;

d. As built plans of the Storm Water Facilities;

e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;

f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

On December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

3.3 Notice of Non-Compliance with Section 3.2 and 3.3; 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 3.4 and 3.5 with respect to the billing, collection and/or tax certification of such costs.

3.4 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.

3.5 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.4 by the Responsible Owner with respect to the Subject Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject 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 Subject 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 Subject 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 Subject 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 Subject 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 3.2.

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

The Responsible Owner hereby grants to the City a temporary right and license to enter the Subject Property and the public easements for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance in the event Responsible Owner fails to maintain the Storm Water Facilities.

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

a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;

b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;

c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and

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

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

ARTICLE 4
CITY'S COVENANTS

4.1 Approval of Development Plans. The City agrees that if Landowner executes this Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement between Landowner and City are met, the City will approve the Development Plans as identified in the Improvement Agreement between Landowner and City.

ARTICLE 5
MISCELLANEOUS

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject 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 Subject Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this

Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

If to City:

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

If to Landowner:

Valley Homestead Properties LLC
Attention: _____
5115 Excelsior Boulevard, Suite 424
St. Louis Park, MN 55416

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:

_____
Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of May, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy 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 Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER:
VALLEY HOMESTEAD PROPERTIES, L.L.C.

By: _____
Brian Briggs
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared Brian Briggs, to me personally known, who being by me duly sworn, did say that he is the President of Valley Homestead Properties, L.L.C., a North Dakota limited liability company, and that the foregoing instrument was executed on behalf of Valley Homestead Properties, L.L.C. by authority of the Boards of Governors 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 SUBJECT PROPERTY

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

That part of the West Half (W1/2) of the Southwest Quarter (SW/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota lying Northerly of the Northerly right-of-way line of Minnesota State Trunk Highway No. 3 and Westerly of the Westerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company;

EXCEPT that part thereof included within the North 417.42 feet of the East 417.42 feet of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota, as measured along the North and East lines thereof, and

EXCEPT that part described as follows: Commencing at the Northwest corner of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence South 0°01'18" East (assumed bearing) a distance of 700 feet along the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4) to the point of beginning of the parcel to be described; thence North 89°58'42" East a distance of 500 feet; thence South 0°01'18" East a distance of 343.44 feet, more or less, to the Northerly right-of-way line of State Trunk Highway No. 3; thence Southwesterly along said right-of-way line 604.14 feet, more or less, to its intersection with the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence Northerly along said West line 666.87 feet, more or less, to the point of beginning, according to the Government Survey thereof, located in Dakota County, Minnesota.

Property is Abstract.

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 December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance Plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Landowner unless designated
2. Sediment, trash and debris removal from rate control pond and infiltration basins	Annually in spring and fall as needed.	Remove sediment and restore to capacity	Landowner 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	Landowner 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	Landowner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Landowner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Landowner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Landowner unless designated
8. Replacement of the Rate control pond and infiltration basins	Rate control pond failure Infiltration basin failure	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Landowner 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

FIRE HYDRANT LICENSE AGREEMENT

THIS FIRE HYDRANT LICENSE AGREEMENT (Agreement) is made, entered into and effective this 28th day of May, 2019, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Valley Homestead Properties, L.L.C., a North Dakota limited liability company (hereinafter referred to as Landowner). 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 Valley Homestead Properties, L.L.C., a North Dakota limited liability company, and its successors and assigns.

1.4 Fire Hydrants. Fire Hydrants mean individually and collectively any existing or future fire hydrant located within or on the Subject Property.

1.5 Maintenance, Maintain, or Maintained. Maintenance, Maintain, or Maintained shall mean the obligation of the Responsible Owner to maintain and, if required by the City standards, to repair or replace the Fire Hydrants as provided in Section 3.3 on the Subject Property.

1.6 Standard of Maintenance. Standard of Maintenance shall mean the standards that the City's Director of Public Works utilizes for fire hydrants that the City maintains, as those standards are from time to time amended.

The current Standard of Maintenance is the Waterous 5-1/4" Pacer Fire Hydrant Operation, Inspection and Maintenance Manual (consisting of three pages) attached hereto as Exhibit A.

1.7 Responsible Owner. Responsible Owner means the fee title owner of the Subject Property.

1.8 Subject Property . Subject Property means the real property legally described on the attached Exhibit B.

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Subject Property and will be further improving the Subject Property pursuant to the Development Plans identified in the Improvement Agreement between the City and Landowner.

Recital No. 2. The City is willing to approve the Development Plans for the Subject Property if, among other things, Landowner executes this Fire Hydrant License Agreement.

Recital No. 3. By this Agreement the parties seek to:

a.) impose upon the Responsible Owner the responsibility to Maintain the Fire Hydrants, notwithstanding the fact that the Fire Hydrants may exist within easements dedicated or granted to the City and the public; and

b.) provide a mechanism where the City may charge-back to the Subject Property any Maintenance work that the City performs with respect to the Fire Hydrants in the event the Responsible Owner fails to Maintain the Fire Hydrants.

Recital No. 4. Landowner currently owns the Subject Property and Landowner is currently the only Responsible Owner.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Fire Hydrants. Landowner agrees that the Fire Hydrants shall be installed at the sole expense of Landowner by October 30, 2020, or before issuance of a certificate of occupancy, whichever occurs first.

3.2 Maintenance of Fire Hydrants. The parties acknowledge that the City may perform, but is not required to perform, some Maintenance with regard to the Fire Hydrants including, but not limited to, flushing, lubricating and painting the Fire Hydrants. The City has no obligation to perform said Maintenance but may do so in its sole discretion.

Notwithstanding the foregoing provision, the Responsible Owner is obligated at its expense to perpetually Maintain the Fire Hydrants.

3.3 Standard of Maintenance. Landowner shall exercise the Standard of Maintenance with regard to the Fire Hydrants.

3.4 Notice of Non-Compliance; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not properly Maintained the Fire Hydrants in accordance 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 with the Standard of Maintenance and the City shall have the right of access to the Subject Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance with the Standard of Maintenance 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 by the Responsible Owner in accordance with Section 3.5, then the City may certify to Dakota County the amounts due as payable similar to special assessments and real estate taxes for the Subject 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 Subject 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 Subject Property owned by the Responsible Owner 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 Subject 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 Subject Property.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligation to Maintain the Fire Hydrants exist notwithstanding the fact that some or all of the Fire Hydrants are or may be located in 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 Fire Hydrants for the duration of the performance of the Maintenance. The Responsible Owner hereby grants the City a temporary right and license to access and enter the Subject Property for the purpose of performing Maintenance of the Fire Hydrants for the duration of the performance of the Maintenance.

ARTICLE 4
CITY'S COVENANTS

4.1 Approval of Development Plans. The City agrees that if Landowner executes this Agreement and if the other conditions set forth in the Improvement Agreement between Landowner and City are met, the City will approve the Development Plans as identified in the Improvement Agreement between Landowner and City.

ARTICLE 5
MISCELLANEOUS

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

This Agreement also applies to all after-acquired title of the parties.

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise

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

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of May, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy 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 Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER:
VALLEY HOMESTEAD PROPERTIES, L.L.C.

By: _____
Brian Briggs
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared Brian Briggs, to me personally known, who being by me duly sworn, did say that he is the President of Valley Homestead Properties, L.L.C., a North Dakota limited liability company, and that the foregoing instrument was executed on behalf of Valley Homestead Properties, L.L.C. by authority of the Boards of Governors 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
STANDARD OF MAINTENANCE

5-1/4" PACER OPERATION, INSPECTION, AND MAINTENANCE

Operation

AMERICAN Flow Control recommends you follow the general Inspection and Installation guidelines outlined in AWWA Manual M17 for Installation, Field testing, and Maintenance of Fire Hydrants and/or as recommended below. The thrust bearing hydrant requires a minimum of torque to operate. **WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH. High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment.** It is possible to damage the hydrant by forcing it beyond its limits of travel with excess torque; therefore:

1. Check direction of opening as marked on the nozzle section.
2. To open, turn the operating nut until the main valve is fully open and the travel stop nut limits further opening. **Do not force the hydrant in the opening direction beyond fully-open as indicated by sudden resistance to turning**. If water does not flow when the hydrant is open, it is probably due to a closed valve upstream from the hydrant. Always open the hydrant completely, never only partially. A hydrant that is partially open will allow pressurized flow through the drain valve, which may wash away the soil from the area surrounding the base, or the partially open main valve may trap small stones or other debris between the valve seal and seat.
3. To close, turn the operating nut until the valve stops the flow. **It is not necessary to close this style of hydrant with great force.** Once the flow has stopped, turn the operating nut in the opening direction about 1/4 turn to take the strain off the operating parts of the hydrant. If the hydrant does not shut off completely, do not attempt to force the hydrant to close. Debris and small stones may be trapped in the valve seat and may be preventing the hydrant from closing. Partially open and close the hydrant several times to help dislodge the debris. If this does not work, safely remove the hydrant operating rod assembly, remove the debris and repair as detailed in subsequent sections of this manual.
4. **WARNING: FAILURE TO RELIEVE PRESSURE CAN RESULT IN THE CAP BLOWING OFF, CAUSING INJURY OR DEATH.** Make sure the auxiliary gate valve in the lateral between the main and the hydrant is closed and that the hydrant is not charged with pressure when removing caps.

Inspection

1. It is recommended that hydrants be inspected twice per year to ensure their satisfactory operation. After each use (especially in cold weather) hydrants should be specifically inspected for drainage.
2. Routine inspection should cover the points outlined in AWWA Manual M17 and include (but not be limited to) the following points:
   a. External inspection of paint, caps, chains, etc.
   b. Checking traffic type hydrants for damage to the breakaway feature.
   c. Using a listening device to check the main valve for leakage.
   d. Statically testing the hydrant to look for leakage at gaskets, caps, O-rings and drains.
   e. Verifying the hydrant drains properly.
   f. Cycling the hydrant from full open to full close.
   g. Check for routine lubrication needs which includes but may not be limited to loss of lubricant, nozzle caps and operating mechanism.
3. At time of inspection, flush the hydrant to remove any foreign material from the hydrant and the lateral. If necessary, flush the drains by filling the hydrant and then cycling open the main valve two times to force water out of the drains under pressure. If the hydrant is non-draining type, pump water out after flushing.

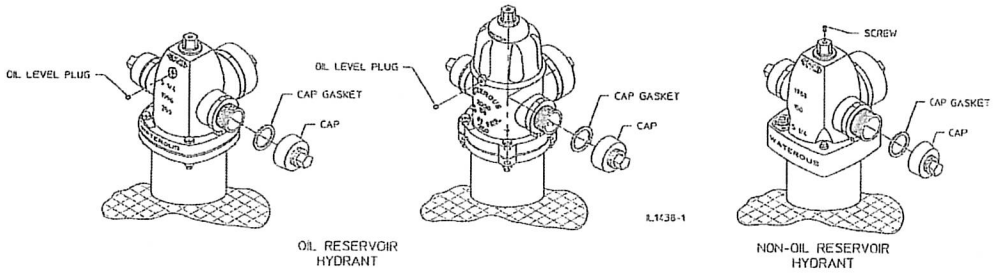
MAINTENANCE

AMERICAN Flow Control strongly recommends that you follow routine maintenance on fire hydrants as outlined in AWWA Manual *M17 for Installation, Field Testing, and Maintenance of Fire Hydrants*. The ease of operation and the frequency of repair depends on the condition of the water system and the maintenance given. Dirt, gravel and other foreign material in the hydrant may prevent it from closing or draining properly, which may result in damage to the hydrant main valve. Under most operating conditions, AMERICAN Flow Control recommends semi-annual lubrication and inspection of fire hydrants. Where grease is specified, use an AMERICAN Flow Control recommended food grade grease.

1. Twice per year, open the hydrant completely and flush for several minutes. Open and close valve to make sure it works properly, and check for leaks.
2. Remove a cap and verify that the hydrant is draining properly. After the main valve is closed, the water in the hydrant should drain rapidly. If it does not, the drain ports may be clogged. To clear drain ports, install nozzle cap, and tighten until water tight, then open hydrant two or three turns for several minutes. This will leave drain port partially open and permit water pressure to wash out the obstruction. If this method is unsuccessful, remove the operating rod assembly and clean the drain mechanism. If neither of above methods permits water to drain, it indicates that the drainage area around the hydrant base should be rebuilt.
3. **Oil Reservoir Hydrants:**

   Remove oil level plug and check oil level. The oil level should be to the level of the plug. If it is necessary to add oil, remove the oil level plug on the back of the nozzle section and add oil.
4. **Non-Oil Reservoir Hydrants:**

   Remove screw from operating nut, and add approximately one tablespoon of oil through opening. Replace screw.
5. Remove all nozzle caps, clean rust or corrosion from threads of nozzles and caps, and replace cap gaskets if necessary. Apply a light coat of grease to nozzle threads before replacing cap.



Note: Where oil or grease is specified, use an AMERICAN Flow Control recommended food grade lubricant.

PACER - TROUBLESHOOTING GUIDE

WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH. High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment.

Problem	Solution
1. Operating nut turns freely but hydrant does not open.	1. Inspect rod coupling for breakage and ensure rod pin is properly installed.
2. Hydrant will not shut off or ground around hydrant is highly saturated.	2. Close hydrant and remove nozzle cap. Check with listening device to determine if water is passing by main valve. If it is determined that the main valve is leaking, try the following: a. Flush hydrant in fully open position (watch to see if rocks or other foreign objects flush out of the barrel). b. After flushing for several minutes, shut off the hydrant. Watch for several minutes to see if flow stops. Place hand over open hose nozzle; suction should be felt, indicating hydrant is no longer leaking and drains are working properly. c. If flushing does not solve the problem, it would indicate that something is trapped or has cut the main valve rubber. Follow the seat removing instructions to replace the valve. Check threads on bronze seat to be sure that is not damaged. If threads appear worn or bent, replace the bronze seat. d. If replacing the valve does not stop the leakage, bolting at the hydrant shoe may be loose or the base gasket is damaged. The hydrant must be excavated to make the repair.
3. External leakage is noticed around the operating nut.	3. This indicates that O-rings are cut or missing. Replace o-rings as referenced in the disassembly and repair instructions.
4. Operating nut is extremely hard to turn.	4. Try to turn the operating nut. If the nut turns, carefully turn the nut back from a tight closed position until it turns freely. If it is necessary to add lubricant, for hydrants with an oil reservoir, remove the oil level plug on the back of the nozzle section and add oil. Fill oil to the level of the plug, if necessary. For hydrants with no oil reservoir, remove the flat head screw on the operating nut and add mineral oil or similar lubricant. ALWAYS FULLY OPEN AND CLOSE THE HYDRANT AFTER LUBRICATING. Replace the oil level plug or the flat head screw taking care to replace the thread sealant. The hydrant should cycle freely. If this does not solve the problem, remove the operating nut. Inspect the threads of the operating nut and upper rod. Inspect the thrust washer to ensure it is lubricated and is undamaged. Replace and/or lubricate the thrust washer if neces-sary. If this does not solve the problem, remove the hydrant seat and flush thoroughly. Note: **Where grease is specified, use an AMERICAN Flow Control recommended food grade grease**
5. Water is dripping around nozzles.	5. Close hydrant and remove nozzle cap. Replace cap gasket. Check the nozzle to be sure it is properly installed. Earlier model hydrants used caulked nozzles. Nozzle may require re-caulking or replacement of barrel. If nozzle has an O-ring behind the nozzle, it may need replacing.
6. Hydrant will not drain properly.	6. Check to be sure the water table has not risen too high to allow for drainage. Flush hydrant to be sure drains are clear. Open hydrant slowly several turns while leaving caps firmly in place to ensure hydrant drains are clear. Close hydrant and repeat this procedure. Do this slowly several times. If this does not solve the problem, remove the hydrant seat assembly and check the rubber drain facings. If no problems are found, excavate the hydrant to see if concrete or other materials have blocked the drain outlets.

EXHIBIT B
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

That part of the West Half (W1/2) of the Southwest Quarter (SW/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota lying Northerly of the Northerly right-of-way line of Minnesota State Trunk Highway No. 3 and Westerly of the Westerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company;

EXCEPT that part thereof included within the North 417.42 feet of the East 417.42 feet of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota, as measured along the North and East lines thereof, and

EXCEPT that part described as follows: Commencing at the Northwest corner of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence South 0°01'18" East (assumed bearing) a distance of 700 feet along the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4) to the point of beginning of the parcel to be described; thence North 89°58'42" East a distance of 500 feet; thence South 0°01'18" East a distance of 343.44 feet, more or less, to the Northerly right-of-way line of State Trunk Highway No. 3; thence Southwesterly along said right-of-way line 604.14 feet, more or less, to its intersection with the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence Northerly along said West line 666.87 feet, more or less, to the point of beginning, according to the Government Survey thereof, located in Dakota County, Minnesota.

Property is Abstract.

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 28th day of May, 2019, between Valley Homestead Properties, L.L.C., a North Dakota limited liability company (hereinafter referred to as "Landowner") and City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (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 grant and convey unto the City, its successors and assigns, the following:

> A **permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto** (hereinafter "**Permanent Easement**") under, over, across, through and upon that real property 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 sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

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 Easement; and

b.) to maintain the Permanent 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 Permanent 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 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 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 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.

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

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:

_____
Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of May, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy 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 Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER:
VALLEY HOMESTEAD PROPERTIES, L.L.C.

By: _____
Brian Briggs
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared Brian Briggs, to me personally known, who being by me duly sworn, did say that he is the President of Valley Homestead Properties, L.L.C., a North Dakota limited liability company, and that the foregoing instrument was executed on behalf of Valley Homestead Properties, L.L.C. by authority of the Boards of Governors 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'S PROPERTY

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

That part of the West Half (W1/2) of the Southwest Quarter (SW/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota lying Northerly of the Northerly right-of-way line of Minnesota State Trunk Highway No. 3 and Westerly of the Westerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company;

EXCEPT that part thereof included within the North 417.42 feet of the East 417.42 feet of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota, as measured along the North and East lines thereof, and

EXCEPT that part described as follows: Commencing at the Northwest corner of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence South 0°01'18" East (assumed bearing) a distance of 700 feet along the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4) to the point of beginning of the parcel to be described; thence North 89°58'42" East a distance of 500 feet; thence South 0°01'18" East a distance of 343.44 feet, more or less, to the Northerly right-of-way line of State Trunk Highway No. 3; thence Southwesterly along said right-of-way line 604.14 feet, more or less, to its intersection with the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence Northerly along said West line 666.87 feet, more or less, to the point of beginning, according to the Government Survey thereof, located in Dakota County, Minnesota.

Property is Abstract.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A perpetual easement for drainage and utility purposes over, under, and across the following described property:

That part of the West Half (W1/2) of the Southwest Quarter (SW/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota lying Northerly of the Northerly right-of-way line of Minnesota State Trunk Highway No. 3 and Westerly of the Westerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company;

EXCEPT that part thereof included within the North 417.42 feet of the East 417.42 feet of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota, as measured along the North and East lines thereof, and

EXCEPT that part described as follows: Commencing at the Northwest corner of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence South 0°01'18" East (assumed bearing) a distance of 700 feet along the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4) to the point of beginning of the parcel to be described; thence North 89°58'42" East a distance of 500 feet; thence South 0°01'18" East a distance of 343.44 feet, more or less, to the Northerly right-of-way line of State Trunk Highway No. 3; thence Southwesterly along said right-of-way line 604.14 feet, more or less, to its intersection with the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence Northerly along said West line 666.87 feet, more or less, to the point of beginning, according to the Government Survey thereof, located in Dakota County, Minnesota.

Said easement is described as follows:

A 10-foot strip lying southerly of and adjoining the following described line:
Beginning at the Northwest corner of the hereinbefore described property also being the Northwest corner of the Southwest quarter, thence North 89 degrees 45 minutes 50 seconds East, assumed bearing, a distance of 1018.06 feet to hereinafter described Point "A" and line there terminating.

Together with;

A 30-foot strip lying westerly of and adjoining the following described line:
Beginning at hereinbefore described Point "A", thence South 00 degrees 00 minutes 45 seconds East, a distance of 417.42 feet to a point hereinafter described as Point "B" and line there terminating.

Together with;

A 10-foot strip lying southerly of and adjoining the following described line:
Beginning at the hereinbefore described Point "B", thence North 89 degrees 45 minutes 50 seconds East, a distance of 72.99 feet to a point hereinafter described as Point "C" and line there terminating.

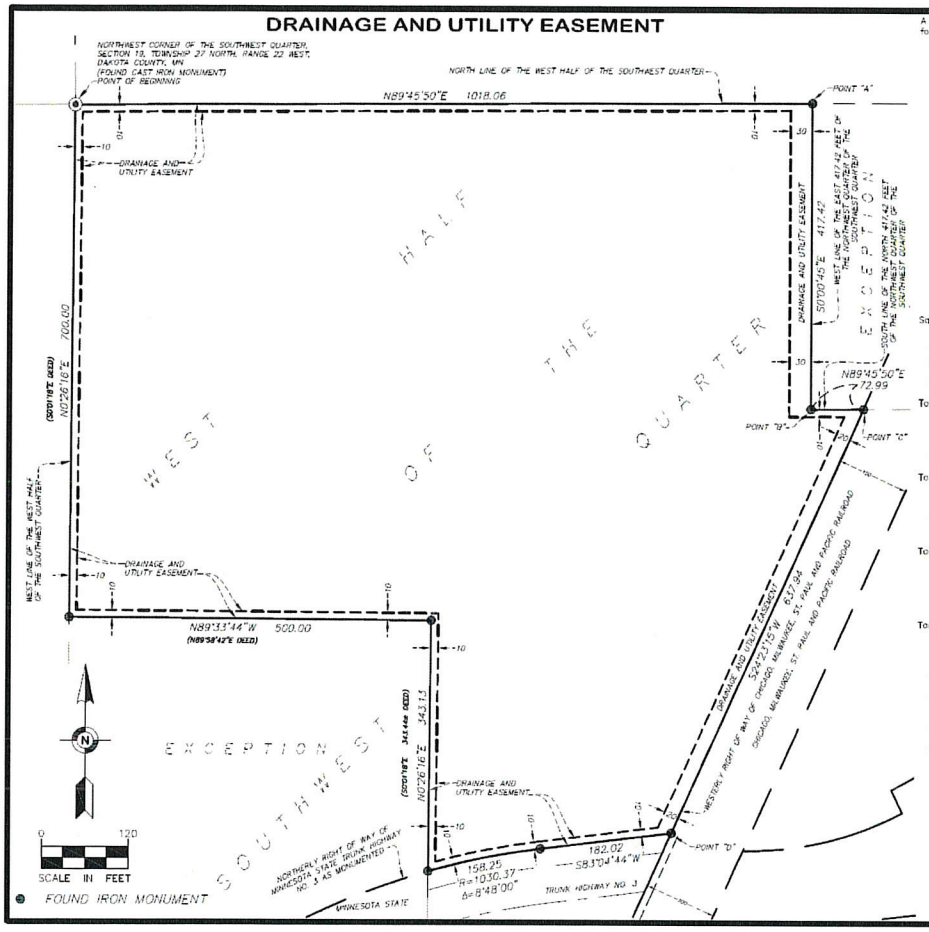
Together with;

A 20-foot strip lying northwesterly of and adjoining the following described line:
Beginning at hereinbefore described Point "C", thence South 24 degrees 23 minutes 15 seconds West, a distance of 637.94 feet to a point hereinafter described as Point "D" and line there terminating.

Together with;

A 10-foot strip lying northerly and easterly of and adjoining the following described line:
Beginning at hereinbefore described Point "D", thence South 83 degrees 04 minutes 44 seconds West, a distance of 182.02 feet; thence westerly 158.25 feet on a tangential curve concave to the south having a radius of 1030.37 feet and a central angle of 08 degrees 48 minutes 00 seconds; thence North 00 degrees 26 minutes 16 seconds East, not tangent to last said curve, a distance of 343.13 feet; thence North 89 degrees 33 minutes 44 seconds West, a distance of 500.00 feet; thence North 00 degrees 26 minutes 16 seconds East, a distance of 700.00 feet to the Northwest corner of the Southwest quarter and line there terminating.

EXHIBIT B (CONTINUED)
DEPICTION OF PERMANENT EASEMENT AREA



A perpetual easement for drainage and utility purposes over, under, and across the following described property:

That part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota lying Northerly of the Northerly right-of-way line of Minnesota State Trunk Highway No. 3 and Westerly of the Westerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company;

EXCEPT that part thereof included within the North 417.42 feet of the East 417.42 feet of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota, as measured along the North and East lines thereof; and

EXCEPT that part described as follows: Commencing at the Northwest corner of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence South 0°01'18" East (assumed bearing) a distance of 700 feet along the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4) to the point of beginning of the parcel to be described; thence North 89°58'42" East a distance of 500 feet; thence South 0°01'18" East a distance of 343.44 feet, more or less, to the Northerly right-of-way line of State Trunk Highway No. 3; thence Southwesterly along said right-of-way line 604.14 feet, more or less, to its intersection with the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence Northerly along said West line 566.87 feet, more or less, to the point of beginning, according to the Government Survey thereof, located in Dakota County, Minnesota.

Said easement is described as follows:

A 10-foot strip lying southerly of and adjoining the following described line: Beginning at the Northwest corner of the hereinbefore described property also being the Northwest corner of the Southwest quarter, thence North 89 degrees 45 minutes 50 seconds East, assumed bearing, a distance of 1018.06 feet to hereinafter described Point "A" and line there terminating.

Together with:

A 30-foot strip lying westerly of and adjoining the following described line: Beginning at hereinbefore described Point "A", thence South 00 degrees 00 minutes 45 seconds East, a distance of 417.42 feet to a point hereinafter described as Point "B" and line there terminating.

Together with:

A 10-foot strip lying southerly of and adjoining the following described line: Beginning at the hereinbefore described Point "B", thence North 89 degrees 45 minutes 50 seconds East, a distance of 72.99 feet to a point hereinafter described as Point "C" and line there terminating.

Together with:

A 20-foot strip lying northwesterly of and adjoining the following described line: Beginning at hereinbefore described Point "C", thence South 24 degrees 23 minutes 15 seconds West, a distance of 637.94 feet to a point hereinafter described as Point "D" and line there terminating.

Together with:

A 10-foot strip lying northerly and easterly of and adjoining the following described line:
Beginning at hereinbefore described Point "D", thence South 83 degrees 04 minutes 44 seconds West, a distance of 182.02 feet; thence westerly 158.25 feet on a tangential curve concave to the south having a radius of 1030.37 feet and a central angle of 08 degrees 48 minutes 00 seconds; thence North 00 degrees 26 minutes 16 seconds East, not tangent to last said curve, a distance of 343.13 feet; thence North 89 degrees 33 minutes 44 seconds West, a distance of 500.00 feet; thence North 00 degrees 26 minutes 16 seconds East, a distance of 700.00 feet to the Northwest corner of the Southwest quarter and line there terminating.

CERTIFICATION:

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Date of signature: May 7th, 2019

Christopher A. Terwedo
Minnesota License No. 53536

1229 Tyler Street NE, Suite 100
Minneapolis, Minnesota 55413
PHONE: (612) 466-5300
FAX: (612) 466-5383
WWW.EGANSURVEY.COM
Egan, Field & Nowak, Inc.
land surveyors since 1872

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DRAINAGE AND UTILITY EASEMENT FOR:
ÉLAN DESIGN LAB
901 NORTH 3RD STREET, SUITE 120
MINNEAPOLIS, MN 55401

FIELD BOOK	PAGE	FIELDWORK CHIEF	DRAWN BY:	CHECKED BY:
2086	41	TC	CAT	C.A.T.

DRAWING NAME: 35287_Easement.dwg
JOB NO. 35287
FILE NO. 35287_B

PERMANENT DRAINAGE, UTILITY AND STORMWATER PONDING EASEMENT

THIS PERMANENT DRAINAGE, UTILITY AND STORMWATER PONDING EASEMENT (Easement) is made, granted and conveyed this 28th day of May, 2019, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Valley Homestead Properties, L.L.C., a North Dakota 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.

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

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:

_____
Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of May, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy 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 Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER:
VALLEY HOMESTEAD PROPERTIES, L.L.C.

By: _____
Brian Briggs
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared Brian Briggs, to me personally known, who being by me duly sworn, did say that he is the President of Valley Homestead Properties, L.L.C., a North Dakota limited liability company, and that the foregoing instrument was executed on behalf of Valley Homestead Properties, L.L.C. by authority of the Boards of Governors 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'S PROPERTY

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

That part of the West Half (W1/2) of the Southwest Quarter (SW/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota lying Northerly of the Northerly right-of-way line of Minnesota State Trunk Highway No. 3 and Westerly of the Westerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company;

EXCEPT that part thereof included within the North 417.42 feet of the East 417.42 feet of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota, as measured along the North and East lines thereof, and

EXCEPT that part described as follows: Commencing at the Northwest corner of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence South 0°01'18" East (assumed bearing) a distance of 700 feet along the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4) to the point of beginning of the parcel to be described; thence North 89°58'42" East a distance of 500 feet; thence South 0°01'18" East a distance of 343.44 feet, more or less, to the Northerly right-of-way line of State Trunk Highway No. 3; thence Southwesterly along said right-of-way line 604.14 feet, more or less, to its intersection with the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence Northerly along said West line 666.87 feet, more or less, to the point of beginning, according to the Government Survey thereof, located in Dakota County, Minnesota.

Property is Abstract.

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:

[to be inserted]

EXHIBIT B (CONTINUED)
DEPICTION OF PERMANENT EASEMENT AREA

[to be inserted]

AGENDA ITEM 4Q

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Approval of an Agreement with CHS Inc. for Temporary Parking at the VMCC

Meeting Date:	May 28, 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
X	Other

PURPOSE/ACTION REQUESTED

Approve an agreement with CHS Inc. to allow their employees to utilize 100 stalls of parking at the VMCC. The agreement would end on September 30th and the City would be compensated $2,174 per month.

SUMMARY

CHS Inc. is planning to make improvements at their corporate headquarters located at 5500 Cenex Drive that will displace many parking stalls during the construction project. CHS has reached out to various property owners to try and find temporary parking during construction. Under the attached agreement the City would allow CHS employees to park their private vehicles Monday – Friday during the workday. The agreement is set to expire at the end of September and shouldn't impact planned activities at the VMCC/Grove.

Note:

The actual execution of this agreement is contingent on the Council approving a request by CHS Inc. for temporary parking later in the agenda.

PARK AND RIDE LICENSE AGREEMENT

VMCC, Inver Grove Heights, MN

THIS AGREEMENT is made as of this_____ day of _____, 2019 ("Effective Date"), by and between The City of Inver Grove Heights, MN (hereinafter "City") and CHS Inc. (hereinafter "Licensee").

RECITALS

WHEREAS, City leases the real estate and improvements at the Veterans Memorial Community Center located at 8055 Barbara Ave, Inver Grove Heights, MN 55077 (together, the "VMCC"); and

WHEREAS, Licensee desires to use one hundred (100) parking spaces at the VMCC parking lot for the purpose of operating its workforce shuttle services and customer parking (the "Permitted Use"); and

WHEREAS, City is willing to allow said use of the VMCC property for the Permitted Use; and

WHEREAS, City and Licensee desire to enter into this agreement to set forth the terms, conditions, covenants and agreements relating to the use of the parking lot on the Property for the Permitted Use;

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

1. LICENSE. City hereby grants Licensee a non-exclusive license for the Permitted Use. The parking spaces and pickup/departure area licensed to Licensee hereunder are as outlined on the attached EXHIBIT A of this Agreement. Licensee accepts the parking lot on the Property in "as-is" condition.

2. TERM. The term of this Agreement (the "Term") shall commence on the effective date, and shall terminate after September 30, 2019. Unless terminated by the parties as indicated in paragraph 8.

3. COMPENSATION. Licensee agrees to pay $1 per parking space for each work day of the month. This shall be calculated at 21.74 work days per month. Billing shall be done at the end of the contract.

4. SHELTER. City shall provide access to an indoor waiting area for CHS employees. Public access to this shelter shall be made available no later than 5:15am on each workday.

5. INSURANCE. Licensee shall use reasonable care to prevent damages to the Property and the parking lot. At all times during the Term, Licensee shall maintain commercial general liability insurance against claims for personal injury, bodily injury, death and property damage occurring upon or about the Property, in an amount not less than $2,000,000 (combined single limit per occurrence). The insurance coverage required under this Section shall extend to any liability of Licensee arising out of the indemnities provided for in Section 6 hereof. Said liability insurance policy shall name The City and its affiliates as additional insureds.

   In addition, Licensee shall at all times maintain: (i) workers' compensation insurance in an amount not less than statutorily required limits, and employer's liability insurance in an amount not less than $500,000 per occurrence, and (ii) business automobile liability (including owned, non-owned and hired vehicles), in an amount not less than $1,000,000 combined single limit per occurrence. On or before the Effective Date, Licensee shall provide certificates of insurance to City evidencing the insurance coverages required under this Section.

   On or before the Effective Date, Licensee shall provide certificates of insurance to City evidencing the insurance coverages required under this section.

6. INDEMNITY. Licensee agrees and acknowledges that it is fully responsible for any and all acts and occurrences associated with the Permitted Use causing damage, injury or death to any and all persons and property. Licensee further agrees and acknowledges that City, its affiliates, officers, directors, agents and employees shall not be liable or in any way responsible for any damage, injury, death, loss or expense resulting due to accidents, mishaps or injuries to persons or property, or damages of any nature to any person or property of any kind, arising out of or related to the Permitted Use or the activities or operations of Licensee or its employees, agents, contractors or invitees.

   Licensee assumes the risk of all damages, losses, costs and expense incurred by Licensee, its employees, or any third party and shall indemnify, defend and hold City, its affiliates, officers, directors, agents and employees harmless from and against any and all liability, damage, loss, cost and expense (including reasonable attorneys' fees) arising out of or related to the Permitted Use or the activities or operations of Licensee or its employers, agents, contractors or invitees.

7. REPRESENTATIONS AND WARRANTIES. The parties hereto jointly and agree and severally represent that they are free to enter into this Agreement and to grant the rights granted herein and are not subject to any obligations which will or might hinder or prevent the full completion and performance of their obligations hereunder.

   Licensee, at its sole cost and expense, shall comply with any and all laws, statutes, ordinances, and regulations, now or hereafter enacted, which are capable to Licensee, Licensee's operations, and/or the Permitted Use.

8. TERMINATION. Either party may terminate this Agreement for any reason upon thirty (30) day written notice to the other party.

9. NOTICE. Any notice required under this Agreement shall be sent to the parties at the address listed below:

To City of Inver Grove Heights:	Attn: Eric Carlson Parks Department 8055 Barbara Ave Inver Grove Heights, MN 55077
To CHS Inc. :	Attn: xxxxx xxxxx CHS Inc. xxxxxx Inver Grove Heights MN 55077

10. NONWAIVER. Any delay by City in instituting or prosecuting any action or proceeding or otherwise asserting its rights under this Agreement, shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way because of the concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still be legally entitled resolve the problems created by the default involved, in another manner. Any waiver, in fact, made by any party with respect to any specific default by another party under this Agreement shall not be considered or treated as a waiver or the rights of either party with respect to any other defaults by the defaulting under this Agreement.

11. NO ASSIGNMENT. No party shall have the right to assign this Agreement or any or all of the rights or obligations hereunder without obtaining prior written consent of the other party.

12. BINDING EFFECT. The covenants, conditions and terms of this Agreement shall be binding upon the respective parties, their heirs, executors, administrators, successors and assigns and shall not be altered, except by written agreement, signed by all the parties hereto.

13. ENTIRE AGREEMENT. This Agreement contains all of the agreements, terms, covenants, conditions, warranties and representations made or entered into by and between the parties, and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF INVER GROVE HEIGHTS

By:_____
Name:_____
Title:_____

CHS Inc.

By:_____
Name:_____
Title:_____

EXHIBIT A

Licensed Area

TO HWY 3
80TH ST E
TO HWY 52
100
ARMORY/GYM ENTRANCE
RINK ENTRANCE
ICE ARENA ENTRANCE
BARBARA AVE E
TO HWY 55
ARMORY
COMMUNITY ROOMS
PARK & REC OFFICES
AQUATICS/FITNESS CENTER ENTRANCE
GYM
WEST RINK
EAST RINK
FITNESS CENTER
POOL
BARNES AVE E
52
BABCOCK TRL E
SKATE PARK
BARBARA AVE E
N

LEVANDER, GILLEN & MILLER, P.A.
ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
KENNETH J. ROHLF
STEPHEN H. FOCHLER
JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
KORINE L. LAND
DONALD L. HOEFT
BRIDGET McCAULEY NASON
TONA T. DOVE
AARON S. PRICE
DAVID L. SIENKO
CASSANDRA C. WOLFGRAM

MEMO

TO: **Inver Grove Heights Mayor and Councilmembers**
FROM: **Timothy J. Kuntz, City Attorney**
DATE: **May 22, 2019**
RE: **Resolution Approving Purchase of Property by City at 6455 Doffing Avenue owned by LSS Properties L.L.C. (Lance Sanders and Angie Sanders); May 28, 2019 City Council Meeting**

Section 1. Background. The City (Buyer) has negotiated with LSS Properties L.L.C. (Seller) for the purchase of property owned by Seller located at 6455 Doffing Avenue. The property purchased by the City will be used for park purposes, namely, Heritage Village Park.

The Council previously discussed this acquisition at an Executive Session on April 8, 2019.

The matter is on the Council agenda for the meeting on May 28, 2019.

Section 2. Purchase Agreement. The salient terms of the attached Purchase Agreement are:

1. Seller. LSS Properties, LLC, a Minnesota limited liability company.
2. Buyer. City of Inver Grove Heights, a Minnesota municipal corporation.
3. Property. The Property is the land and building at 6455 Doffing Avenue, Inver Grove Heights, MN identified as Tax Parcel 20-36500-32-110.
4. Closing Date. On or before June 14, 2019.
5. Title Company. DCA Title in Mendota Heights.
6. Purchase Price. The City will pay $500,000 for the Property. This sum of $500,000 includes purchase of the Property and payment for any relocation assistance or relocation benefit. The $500,000 will not be specifically allocated between the Property and the relocation assistance or relocation benefit. Rather, it will be an unallocated sum.
7. As-Is Condition. The Property is being purchased by the City in its "as-is" and "where-is" condition and "with all faults".

8. Waiver of Relocation. In exchange for the unallocated payment of $500,000 to cover the Property and the relocation, the Seller will waive any claim for additional relocation assistance or additional relocation benefits. A written waiver will be signed at closing.
9. Type of Deed. Warranty Deed.
10. Title Insurance Commitment. The City, at its own cost, will obtain a title insurance commitment from DCA Title.
11. Title Insurance Premium. The City, at its own cost, will pay the title insurance premium for the title insurance policy.
12. Recording Fees. The City will pay the fees to record the deed.
13. Other Recording Fees. Seller will pay for the recording of the two satisfaction of mortgages.
14. Closing Fees. The City, at its own cost, will pay the title company for any closing fees charged by the title company.
15. State Deed Tax. The Seller will pay the State Deed Tax subject to reimbursement by the City. The State Deed Tax is based on $3.30 per $1,000 purchase price for a total of $1,650.
16. Environmental Matters. The City will not ask for an environmental indemnification. The Property will be purchased in its "as is" environmental condition with respect to the above ground and below ground existence of waste or any release of petroleum.
17. Fixtures. The purchase includes any buildings and fixtures on the Property; provided, however, the Seller may, at its expense, remove up to two furnaces and the car lift from the Property prior to June 30, 2019.
18. Removal of Debris. Prior to the closing date, Seller must remove all debris and junk from the Property.
19. Removal of Personal Property. Prior to the closing date, Seller must remove all personal property from the Property and must leave the buildings and grounds in a neat and orderly fashion.
20. Removal of Excluded Items. Seller has until June 30, 2019 to remove the two furnaces and car lift from the Property.
21. Reimbursement to Seller. At closing, the City will reimburse the Seller up to the total sum of $5,000 as reimbursement for payment of the State Deed Tax and as reimbursement for any attorney's fees that Seller incurs with respect to the sale transaction.
22. No Broker. No real estate broker is involved.
23. No Tenant. Seller will represent and warrant that there is no tenant on the Property.
24. Real Estate Taxes. Real estate taxes payable in calendar year 2019 will be prorated between Seller and Buyer based on Seller being responsible for the time period from the beginning of 2019 through and including the closing date and Buyer is responsible for the time period after the closing date.
25. Special Assessments. Buyer is responsible to pay off all special assessments, if any. There are no levied or pending special assessments according to the title company.
26. Utilities. Seller is responsible for utility charges (such as electricity, gas, water, sewer charges) through June 30, 2019.
27. Wells and Tanks. The Phase I obtained by the City did not indicate there are any wells or tanks on the Property. In the event a well or tank is located on the Property after the closing, the Buyer is responsible to close and seal the well and properly remove any underground tank.

28. Sewage Treatment System. The Phase I obtained by the City did not indicate a sewage treatment system, septic tank or cesspool system on the Property. If a sewage treatment system, septic tank or cesspool system is discovered on the Property after the closing, the Buyer is responsible to properly remove the sewage treatment system, septic tank or cesspool system.

Section 3. Council Action. The Council is asked to consider the attached Resolution Approving the Purchase of Property at 6455 Doffing Avenue at the May 28, 2019 Council meeting.

Attachment

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN CITY OF INVER GROVE HEIGHTS AND LSS PROPERTIES L.L.C. RELATING TO THE PURCHASE OF PROPERTY LOCATED AT 6455 DOFFING AVENUE, INVER GROVE HEIGHTS, MINNESOTA IDENTIFIED AS DAKOTA COUNTY TAX IDENTIFICATION NUMBER 20-36500-32-110

WHEREAS, LSS Properties L.L.C. owns real property generally located at 6455 Doffing Avenue, Inver Grove Heights, Minnesota, identified as Dakota County Tax Identification No. 20-36500-32-110 described in the Purchase Agreement attached hereto as Exhibit A (Real Property).

WHEREAS, the City of Inver Grove Heights (City) desires to purchase the Real Property for park purposes in the City of Inver Grove Heights.

WHEREAS, the City and LSS Properties L.L.C. have negotiated the attached Purchase Agreement for the sale of the Real Property by LSS Properties L.L.C. to the City for the purchase price of $500,000.

WHEREAS, Minnesota law authorizes the City to purchase real property if such purchase is for a permitted public purpose.

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

1. The City hereby approves the attached Purchase Agreement with LSS Properties L.L.C. for the purchase of the Real Property at a purchase price of $500,000.

2. The Mayor and City Administrator and Deputy Clerk are authorized to sign the attached Purchase Agreement.

3. The Mayor and City Administrator and Deputy Clerk are authorized to sign all other closing documents that are required of the City in connection with the purchase of the Real property.

4. The City Council approves the expenditure of public funds to purchase the Property.

5. Pursuant to Minn. Stat. § 462.356, subd. 2, the Council, by at least a two-thirds vote, determines and finds that the acquisition has no relationship to or effect upon the comprehensive municipal plan and therefore, the Council dispenses with

the requirement that the acquisition be reviewed by the planning commission for consistency with the comprehensive municipal plan.

Passed this 28th day of May, 2019.

Ayes:_____

Nays:_____

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, City Administrator and Deputy Clerk

EXHIBIT A
PURCHASE AGREEMENT

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made this 28th day of May, 2019, by and between **LSS Properties L.L.C.**, a Minnesota limited liability company (hereinafter referred to as the "Seller") and the **City of Inver Grove Heights,** a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as "Buyer").

1. **Purchase and Sale.** Seller shall sell to Buyer and Buyer shall purchase from Seller, subject to the terms and conditions of this Agreement, the real property generally located at 6455 Doffing Avenue, Inver Grove Heights, MN 55076 [Dakota County Property Identification Number Tax No. 20-36500-32-110] legally described on **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements, tenements, hereditaments, easements, rights-of-way, privileges, appurtenances and rights to the same belonging to and inuring to the benefit of said real estate and any of the items of personal property and fixtures identified on **Exhibit A-1** to the extent owned by Seller and currently located on the Property (said property and said improvements, rights and privileges and personal property are hereinafter referred to as the "**Property**"). The Property shall not include the Excluded Items identified on **Exhibit B** attached hereto.

1.1 As-Is Purchase. The Property is being sold in an "AS IS-WHERE IS" condition and "WITH ALL FAULTS" and except for Seller's warranties contained in Section 1.2, no representations or warranties, express, implied or arising by operation of law, have been made or are made and no responsibility has been or is assumed by Seller or by any partner, officer person, firm, agent, attorney or representative acting or purporting to act on or behalf of Seller as to the condition or value of the Property.

Except as stated in Section 1.2, Seller makes no representations or warranties as to whether the Property contains asbestos or any hazardous materials or harmful or toxic substances or pertaining to the extent location or nature of the same, if any.

To the extent that Seller has provided to Buyer any information from any inspection, engineering or environmental reports (including the Phase I Environmental Site Assessment dated February 21, 2014 and the Phase II Environmental Site Assessment dated November 18, 2014), Seller makes no representations or warranties with respect to the accuracy or completeness of such reports except as provided in Section 1.2. Buyer acknowledges that Seller has requested that Buyer inspect the Property fully and carefully and not rely on any information provided by Seller except as provided in Section 1.2.

Except for Seller's warranties provided in Section 1.2, Buyer waives and releases Seller from any present or future claims arising from or relating to the presence or alleged presence of any hazardous materials or harmful or toxic substances in, on, under or about the Property, prior to, on or after the date hereof, including without limitation any claims under or on account of (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be

amended from time to time, and similar state statutes, and any regulations promulgated thereunder, (ii) any other federal state or local law, ordnance, rule or regulation that deals with or otherwise relates to environmental matters of any kind, (iii) this Agreement, or (iv) common law. The terms of this paragraph shall survive Closing or termination this Agreement.

1.2 Seller warrants to Buyer that, to Seller's knowledge, **Seller has not** placed, generated, treated, stored, released or disposed of, or otherwise deposited in or located on the Property any Construction Debris (building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings and roads or as defined by Minn. Stat. § 115A.03), Demolition Debris (solid waste resulting from the demolition of buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts), Industrial Solid Waste (all solid waste generated from an industrial or manufacturing process and solid waste generated from non-manufacturing activities such as service and commercial establishments or as defined by Minn. Stat. § 115A.03), Mixed Municipal Solid Waste (garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection or as defined by Minn. Stat. § 115A.03), or Solid Waste (garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, including but not limited to sewer sludge, in solid, semi-solid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural, operations, and from community activities, but does not include animal waste used as fertilizer or as defined by Minn. Stat. § 115A.03).

2. **Excluded Items**. The personal property and fixtures identified on **Exhibit B** attached hereto shall be retained by the Seller and will **not** be conveyed to Buyer as part of the sale (hereinafter the "Excluded Items"). **The Excluded Items must be removed from the Property by Seller no later than June 30, 2019**. Seller is responsible for all costs and expenses associated with removing the Excluded Items from the Property. Buyer shall not be responsible for any costs or expenses associated with the removal of the Excluded Items from the Property.

3. **Purchase Price**. At Closing Buyer will pay Seller Five Hundred Thousand Dollars (**$500,000.00**) which unallocated sum includes the purchase of the Property and payment to Seller for any relocation assistance or relocation benefit or moving expenses ("**Purchase Price**").

4. **Relocation Benefits.** Seller is aware of Seller's rights and payments that Seller is eligible to receive pursuant to the Uniform Relocation Assistance Act (the "Act"). Seller acknowledges that Seller has been given the opportunity to seek and receive the advice of

legal counsel with respect to relocation, moving, reestablishment, and other costs, if any, that may be available to the Seller under the Act.

Seller hereby acknowledges that the payment of the Purchase Price does include an unallocated sum for Relocation Benefits. At Closing and as a condition precedent to Closing, Seller shall forever waive, release and covenant not to sue the City with respect to any claims that the Seller may have to receive any relocation assistance, relocation services, relocation payments and relocation benefits pursuant to the Act or under Minnesota Statute Chapter 117 or any other provisions of federal or state law with respect to the Property and/or the sale of the Property as provided in this Purchase Agreement. Seller acknowledges that Seller will make such waiver, release and covenant not to sue of Seller's own volition and with full knowledge of the specific relocation benefits to which Seller is entitled.

Prior to and as a condition of Closing, Seller will be required to sign a Waiver and Release Agreement, the form of which is attached hereto as **Exhibit C**. Buyer has arranged for a relocation consultant to meet with the Seller prior to Closing. The relocation consultant has determined the amount of relocation benefits for which Seller would be eligible.

5. **Closing, Date of Closing and Closing Date.** The terms "Closing", "Date of Closing" and "Closing Date" shall mean on or before June 14, 2019. The Closing shall occur at DCA Title located at 750 Main St #208, Mendota Heights, MN 55118 (hereafter "Title Company").

6. **Possession Date.** The Possession Date shall be the Closing Date; however, Seller may have up to and including June 30, 2019 to remove the Excluded Items from the Property. Seller is responsible for utility charges through June 30, 2019 and Seller shall keep its general liability insurance and casualty insurance in place through June 30, 2019.

7. **Payment of Purchase Price.** Subject to (i) full and timely performance by Seller and (ii) the satisfaction of all contingencies herein contained, the Purchase Price of **Five Hundred Thousand Dollars ($500,000.00)** shall be payable by Buyer to Seller as provided in Section 3 hereof on the Closing Date in the form of a wire transfer from the Buyer.

8. **Environmental Investigation**. Buyer has obtained a Phase I Environmental Site Assessment dated February 21, 2014 and the Phase II Environmental Site Assessment dated November 18, 2014 relating to the Property. Subject to Sections 1.1 and 1.2 hereof, Seller shall provide all documents and written information in Seller's exclusive possession, regarding the environmental condition of the Property. Buyer may, at Buyer's sole cost and expense, obtain additional environmental information necessary for Buyer to complete its due diligence with respect to the Property in order to satisfy Buyer as to the environmental condition of the Property. Seller agrees to cooperate in providing accurate information relating to the Property and in allowing the Buyer's environmental investigators to enter the Property and to perform any necessary tests or analysis,

including but not limited to soil borings of the Property. Buyer may also inspect and investigate the physical condition of the Property.

9. **Moving Costs.** As provided in Section 3 hereof, the Purchase Price includes the unallocated payment for any relocation assistance or relocation benefit or moving expenses.

10. **Delivery of Property.** Seller hereby agrees to sell to Buyer on the Closing Date and deliver the Property to Buyer on the Possession Date free of any liens and encumbrances.

11. **Warranty Deed.** Seller shall deliver title by Warranty Deed and the Warranty Deed to be executed and delivered by Seller to Buyer shall convey marketable title free and clear of all mortgages, liens and encumbrances and subject only to the following exceptions (the "**Permitted Encumbrances**"):

    a) Building, zoning and platting laws, ordinances and state and federal regulations;

    b) Reservations of any minerals or mineral rights to the State of Minnesota;

    c) Utility easements and road easements existing at the date hereof, which do not interfere with the existing use of the Property.

    d) Such matters appearing on the Commitment dated April 5, 2018 to which Buyer shall have approved by Closing Date.

12. **Real Estate Taxes.** On or before the Date of Closing, Seller hereby agrees to pay all real estate taxes that are delinquent as of the Date of Closing. Seller hereby agrees to pay all real estate taxes levied against the Property herein sold due and payable in the years prior to Closing. Any real estate taxes levied against the Property that are due and payable in the year of Closing shall be prorated between Seller and Buyer with Seller responsible for the time period up to and including the Date of Closing. Buyer shall be responsible for the payment of all real estate taxes levied against the Property after Closing.

13. **Special Assessments.** On or before the Date of Closing, Buyer agrees to pay the principal and interest amounts owing on all levied special assessments, including the installments, if any, payable in the years 2019 and thereafter; and Buyer agrees to pay the principal amount relating to any pending special assessments.

14. **Title.** After acceptance of this Agreement, Buyer, at Buyer's cost, shall immediately obtain a Commitment of Title Insurance in the amount of $500,000 from the Title Company for the Property. The Buyer shall be allowed until June 7, 2019 for examination of title and making of any objection thereto, said objections to be made in writing or deemed to be waived. If any objections are so made, the Seller shall be allowed 30 days to make such title marketable. Pending correction of title, payments hereunder required shall be

postponed, but upon correction of title and within the twenty (20) days after written notice to the Buyer, the parties shall perform this Agreement according to its terms. If title is not marketable and is not made so within 30 days from the date of written objections thereto as above provided, this Agreement shall be null and void with neither party being liable for damages hereunder to the other party. If the title to said Property is found marketable or is so made within said time, and Buyer shall default in any of the agreements and continue in default for a period of ten (10) days, then and in that case, the Seller may terminate this Agreement, time being of the essence hereof. Seller's sole and exclusive remedy for breach of this Agreement by Buyer shall be cancellation of this Agreement. In the event of any default by Seller, Buyer's exclusive remedies shall be (1) termination of this Agreement or (2) to specifically enforce this Agreement. In any action or proceeding to enforce this Agreement or any term hereof, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees. Buyer shall pay the title insurance commitment fee and the title insurance premium for the issuance of any final title insurance policy for the Property.

15. **Labor and Materials.** Seller warrants that as of the Closing Date there will be no labor or material furnished to the Property for which payment has not been made.

16. **Governmental Notices.** The Seller warrants that, as of the Closing Date, Seller has not received any notice from any government authorities as to violations of any laws, ordinances, or regulations with respect to the Property.

17. **Seller's Disclosure Required By Minnesota Statutes § 513.52 to 513.60.** The parties acknowledge that Minnesota Statute § 513.54 states that the disclosure requirements of § 513.52 to 513.60 do not apply if the transfer is to a government. The Buyer is a government.

18. **Wells and Tanks.** Seller represents that Seller is not aware of an existing water well on the Property. To the extent there is found to be an existing well on the Property that is not in use, the Buyer will be responsible to close and seal the well at Buyer's expense.

Seller represents that there are no underground tanks on the Property. To the extent there is found to be an underground tank on the Property, Buyer will be responsible for the cost to properly remove the underground tank.

19. **Sewage Treatment System.** Seller represents that Seller is not aware of an existing individual sewage treatment system, septic tank or cesspool system on or serving the Property. To the extent there is found to be an existing sewage treatment system or tank of any sort on or serving the Property, the Buyer may remove the sewage treatment system or tank at Buyer's expense pursuant to state and county regulations, it being agreed that Seller has no such liability for any sewage treatment system or tank on or serving the Property.

20. **Methamphetamine Disclosure.** To the best of Seller's knowledge, Seller represents that methamphetamine production has not occurred at the Property.

21. **Conditions Precedent.** The Buyer's obligation to close this transaction is expressly contingent upon the Buyer determining on or prior to the date of Closing, the following to be satisfactory and acceptable to Buyer, in the Buyer's sole judgment and opinion:

(a) any recorded easements to which the Property is subject;

(b) the status of any encumbrances and the marketability of title with respect to the Property;

(c) any physical encroachments on the Property;

(d) the physical condition of the Property (environmental or otherwise) and the buildings located thereon.

22. **Removal of Personal Property.** Seller agrees that on or prior to the Closing Date all personal property, furnishings, rubbish, debris, and other materials shall be removed from the Property by the Seller at the Seller's expense, except that the Excluded Items must be removed no later than June 30, 2019. The condition of the entire Property shall be verified by the Buyer or the Buyer's representative on the Date of Closing. Seller must leave the building and grounds in a neat and orderly fashion.

23. **Indemnification.** From and after delivery to Buyer of the Warranty Deed for the Property, Seller agrees to indemnify, defend and hold Buyer harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that Buyer incurs or suffers, after the Date of Closing, which arise out of, result from or relate to a breach of any of Seller's warranties relating to good and marketable title and warranties stated in Section 1.2 and in Section 39 hereof.

24. **Acknowledgment of Fair Market Value**. Buyer and Seller agree that the Purchase Price listed in this Agreement represents the fair market value of the Property which has been determined by a method of valuation acceptable to Buyer and Seller.

25. **Survival of Warranties**. The representations, indemnifications, warranties, and covenants of Buyer and Seller contained in this Agreement shall survive the conveyance of the Property and shall not be merged with the Warranty Deed or with other Closing documents.

26. **Assignment of Agreement**. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of the

Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained.

27. **Amendment of Agreement**. This Agreement may be amended only by a written instrument executed by Buyer and Seller.

28. **Entire Agreement**. This Agreement embodies the entire agreement between the parties with relation to the transaction provided for herein, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those set forth herein.

29. **Date of Agreement**. All references in the Agreement to "the date of this Agreement" shall be deemed to refer to that date set forth in the introductory clause of this Agreement.

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

31. **Time of Essence**. Time is of the essence in the closing of this transaction.

32. **Severability**. In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provision or any application thereof shall not in any way be affected or impaired thereby.

33. **Counterparts**. This Agreement may be executed in any number of counterparts; each of which shall be an original, but such counterparts together shall constitute one and the same instrument. Electronic signatures on this Agreement shall be treated as originals.

34. **Closing Costs.**

34.1 **Utilities.** Seller shall be responsible for all utilities up to and including June 30, 2019. Seller must pay trash collection fees. Seller must pay all telephone and cable fees.

34.2 **State Deed Tax**. Seller is responsible for payment of the State Deed Tax subject to the reimbursement set forth below.

34.3 **Reimbursement of State Deed Tax & Seller Attorney's Fees.** At Closing, City will reimburse Seller up to the total combined sum of $5,000 as reimbursement for payment of the state deed tax and as reimbursement for any attorney's fees that Seller incurs with respect to the sale transaction identified in this Purchase Agreement. The amount for the state deed tax is calculated to be $1,650 ($500,000 x .0033 = $1,650). The City will reimburse Seller the amount of $1,650 for state

deed tax. The City will reimburse Seller up to the amount of $3,350 ($5,000 - $1,650 = $3,350) for attorney's fees incurred by Seller as part of the sale transaction identified in this Purchase Agreement. Seller must provide an invoice to Buyer from Seller's attorney at Closing for the attorneys fees incurred. Seller acknowledges and understands that any attorneys fees over the amount of $3,350 will be the responsibility of Seller. The City will only reimburse up to the amount of $3,350 for Seller's attorneys fees.

34.4 **Title Insurance.** Buyer shall pay all costs of the Title Company for obtaining the title commitment and the title insurance premium required for the issuance of the title insurance policy.

34.5 **Closing Fee.** Any fee, other than those fees which have been specifically addressed as set forth in this Purchase Agreement, charged by the Title Company as a Closing fee shall be paid by Buyer.

34.6 **Recording Costs.** Seller will pay the cost of recording all documents necessary to place record title in the condition warranted by Seller in this Agreement and Buyer will pay the cost of recording the Warranty Deed and all other documents.

35. **Closing Documents.**

35.1. **Seller Documents At Closing.** At Closing, Seller shall execute and deliver to Buyer the following with such documents to be effective as of the Closing Date:

a.) A Warranty Deed in form satisfactory to Buyer, conveying the Property to Buyer, free and clear of all encumbrances.

b.) An Affidavit by Seller indicating that on the Closing Date, to Seller's knowledge, there are no rights of first refusal, no options to purchase the Property, no unrecorded leases, no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Property, together with whatever standard owner's affidavit which may be required by Title Company to issue the title policy with the standard exceptions waived.

c.) A Certificate signed by Seller warranting that Seller does not know of any "Wells" on the Property within the meaning of Minn. Stat. § 103I.

d.) Waiver and Release Agreement – Exhibit C;

e.) All other documents reasonably determined by Buyer to be necessary to transfer the Property to Buyer free and clear of all encumbrances other than Permitted Encumbrances (including a release/satisfaction of the existing Mortgage on the Property);

f.) A certificate stating that all representations and warranties contained in the Agreement are true and correct as of the Date of Closing; and

g.) Bill of Sale for the personal property and fixtures included with the sale as shown on Exhibit A-1.

35.2. **Buyer Documents At Closing.** At Closing, Buyer shall execute and deliver to Seller the following documents:

a.) As provided in Section 3 hereof, a wire transfer in the sum of Five Hundred Thousand Dollars (**$500,000.00**);

b.) Standard Affidavit of Buyer;

c.) Such other Closing documents which the Seller may reasonably request; and

d.) The reimbursable amounts set forth in Section 34.3.

36. **Notice**. Any notice required to be given by Seller to Buyer shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

City of Inver Grove Heights
Attn: Eric Carlson, Parks and Recreation Director
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Any notice required to be given by Buyer to Seller shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

LSS Properties L.L.C.
c/o Lance Sanders and Angie Sanders
6455 Doffing Avenue
Inver Grove Heights, MN 55076

37. **No Broker Fees**. Each party represents to the other that it has not retained nor otherwise dealt with or entered into any agreement or understanding to compensate any brokers or finders in connection with this transaction. Buyer and Seller each agree to indemnify the other against any loss, cost or expense, including attorneys' fees, as a result of any claim for a fee or commission asserted by any broker or finder with respect to this Agreement or the consummation of the transactions contemplated hereby whose claim arises through alleged dealings with him or her by such indemnifying party.

38. **Tenant**. Seller represents and warrants that there is currently no tenant on the Property and that there will be no tenant on the Property on the Closing Date.

39. **Seller Warranties**. Seller represents and warrants to Buyer that, as of the date of Closing, there are no rights of first refusal on the Property, no options to purchase the Property, no unrecorded leases pertaining to the Property, no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Property.

[Remainder of page intentionally left blank]

SELLER:
LSS PROPERTIES L.L.C.

By: _____
Lance Sanders
Its: Chief Manager and President

BUYER:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Joe Lynch, City Administrator and Deputy Clerk

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

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

Lots 9, 10, and 11, Block 32, Inver Grove Factory Addition, Dakota County, Minnesota.

Abstract Property

EXHIBIT A-1
LIST OF PERSONAL PROPERTY AND FIXTURES INCLUDED WITH SALE

The following items of personal property and fixtures are included with the sale to the extent owned by Seller and currently located on the Property:

The storage containers are fixed permanent outdoor storage structures and Seller is not responsible to remove or dispose of them.

The items listed on Exhibit B (Excluded Items) are not included with the sale. Seller must remove the Excluded Items by June 30, 2019.

EXHIBIT B
EXCLUDED ITEMS

Pursuant to paragraph 2 of the Purchase Agreement, the following personal property and fixtures shall be retained by the Seller and will be removed by the Seller by June 30, 2019, and will **not** be conveyed to Buyer as part of the sale:

1. Up to two furnaces on the Property.
2. Car lift on the Property.

EXHIBIT C
WAIVER AND RELEASE AGREEMENT

WAIVER AND RELEASE AGREEMENT

THIS WAIVER AND RELEASE AGREEMENT ("Agreement"), dated this _____ day of June, 2019, is entered into by and between **LSS Properties L.L.C.**, a Minnesota limited liability company (hereinafter referred to as the "Owner") and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as "City").

I. RECITALS

1.01 City means City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, having its principal office at 8150 Barbara Avenue, in the City of Inver Grove Heights, County of Dakota, Minnesota.

1.02 LSS Properties L.L.C. is a Minnesota limited liability company with its registered address at 3477 - 71st Street East, Inver Grove Heights, MN 55076. Seller represents and warrants to Buyer that, as of the date of this Agreement, LSS Properties L.L.C. is the only occupant of the Property. Seller represents and warrants that there is no tenant on the Property and that there will be no other tenant on the Property on the Closing Date.

1.03 Owner owns property in Inver Grove Heights, Dakota County, Minnesota identified as Dakota County Property Tax Identification Number: 20-36500-32-110 and legally described on the attached Exhibit A ("Subject Property").

1.04 In consideration of the unallocated purchase price sum of Five Hundred Thousand and no/100 dollars ($500,000.00), Owner agrees to forever waive, release and covenant not to sue the City with respect to any claims that the Seller may have to receive any relocation assistance, relocation services, relocation payments and relocation benefits pursuant to the Uniform Relocation Assistance Act (the "Act") or under Minnesota Statute Chapter 117 or any other provisions of federal or state law with respect to the Property and/or the sale of the Property as provided in the Purchase Agreement of even date herewith.

1.05 Owner is eligible under the Act and/or Minnesota Statutes Chapter 117 for relocation assistance, relocation services, relocation payments, and relocation benefits as separately listed below:

Type of Relocation
Owner may be eligible for:

Relocation Assistance:	Assistance in locating and moving residents to a replacement site, Coordination of the move and filing appropriate documents for relocation claim.	
Relocation Services:	Provide comparable properties for possible replacement sites, Transportation to properties if needed, performs D.S.S. inspections, calculation of relocation payments, and review of documentation and written relocation claim.	
Relocation Payments:	Estimated Price differential payment	$
	Estimated moving costs	
	Total:	**$**

Relocation

Benefits: Relocation benefits would include all of the above. **(Relocation Assistance, Relocation Services and Relocation Payments).**

1.06 Owner specifically represents and agrees that they are entering into this Agreement voluntarily. Owner further agrees that prior to execution of this Agreement, Steven Carlson of Evergreen Land Services Company, representing the City, explained the contents of this Agreement and relocation guidebook.

NOW, THEREFORE, in consideration of the unallocated sum of Five Hundred Thousand and no/100 dollars ($500,000.00) paid by City as the Purchase Price for Subject Property as provided in the Purchase Agreement and of the above recitals, the premises, and their mutual promises, the parties hereto hereby agree as follows:

II. AGREEMENT

2.01 The above Recitals are hereby incorporated into this Assignment in full and form an integral part hereof.

2.02 Owner, for good and valuable consideration of the unallocated sum of Five Hundred Thousand and no/100 dollars ($500,000.00) paid by City as the Purchase Price for Subject Property, the receipt and sufficiency of which is hereby acknowledged, hereby forever waives, releases and covenants not to sue the City with respect to any claims that the Seller may have to receive any relocation assistance, relocation services, relocation payments and relocation benefits pursuant to the Act or under Minnesota Statute Chapter 117 or any other

provisions of federal or state law with respect to the Property and/or the sale of the Property as provided in the Purchase Agreement of even date herewith.

2.03 The recitals contained in Section I of this Agreement are hereby incorporated as material representations and terms of this Agreement.

2.04 This Agreement is entered into pursuant to Minnesota Statutes and federal law.

[Remainder of page intentionally left blank]

OWNER:
LSS PROPERTIES L.L.C.

_____

By:
Its: _____

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

By: _____
Joe Lynch, City Administrator and Deputy Clerk

By: _____
Timothy J. Kuntz, Attorney for the City of Inver Grove Heights

CERTIFICATION OF WITNESS

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

I, Steven Carlson, being duly sworn, hereby confirm the following:

My business address is 1515 East 66th Street, Suite 104, Richfield, MN 55423.

1. I witnessed the execution of the foregoing agreement by the Owner.

2. I was not personally involved in the acquisition of the Subject Property by the City of Inver Grove Heights from the Owner.

3. I did explain, on behalf of the City, the contents of the foregoing Waiver and Release Agreement to the Owner. The explanation was conducted in an understandable manner. The Owner appeared to understand the terms and conditions of the foregoing agreement.

4. To the best of my information and belief, the Owner entered into said agreement voluntarily.

_____
Witness

Subscribed and sworn to before me
this ____ day of June, 2019.

_____
Notary Public

EXHIBIT A TO WAIVER AND RELEASE AGREEMENT
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lots 9, 10, and 11, Block 32, Inver Grove Factory Addition, Dakota County, Minnesota.

Abstract Property

AGENDA ITEM 4S

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Approval of Timber Staircase for Seidl's Lake Park

Meeting Date:	May 28, 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
X	Other

PURPOSE/ACTION REQUESTED

Approve the construction of a timber staircase for Seidl's Lake Park to be constructed by Tree Trust in an estimated amount of $25,000. The project would be funded from the Park Acquisition and Development Fund (Fund 402). The project will take two summers to complete, and the Council's approval should be conditioned on approval from the City's ADA consultant JQP Inc. which we are waiting to receive.

SUMMARY

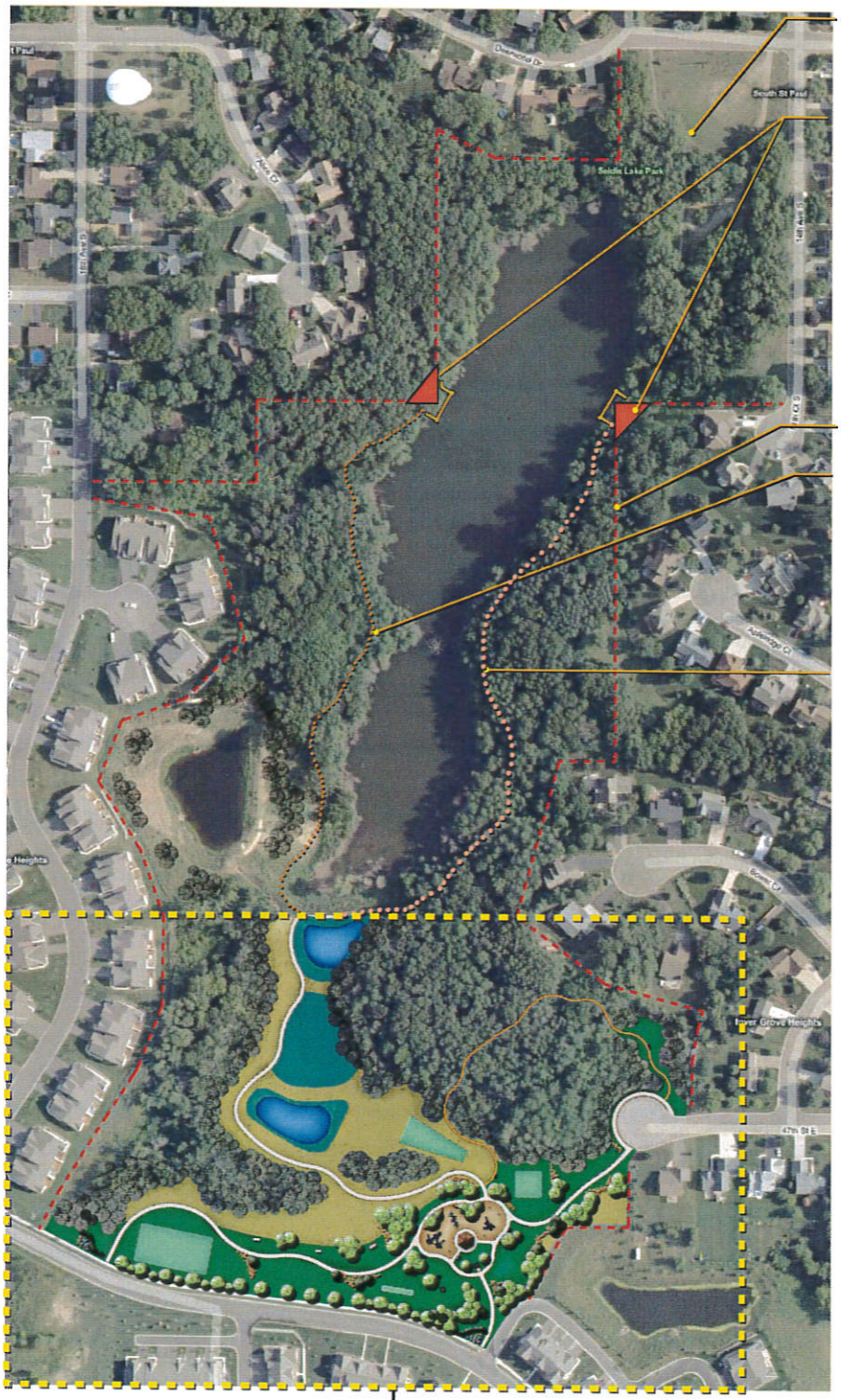
Seidls Lake Park is located at 2655 47th St. and the City adopted a master plan for the park in 2007 (see attached). One of the goals of the master plan is to build a trail around the lake at or near the waters edge. In recent discussions with neighbors of the park, residents wanted a safe way to get from the upper portions of the park to the lower level near the lake. There are several challenges in constructing the trail including:

Water Elevation	The cities of Inver Grove Heights and South St. Paul need to implement an engineering solution to help regulate water levels. The engineering solution is planned, and both cities will need to identify the necessary funding. We have contacted the City of S. St. Paul and are waiting for their reply.
Property Ownership	There is a parcel of land on the west side of the lake that is owned privately that creates an issue for getting a trail around the lake. Recently the property owner has approached the City to see if we would be interested in purchasing the parcel. The parcel lies in both S. St. Paul and Inver Grove Heights and the City of S. St. Paul has initiated a process to acquire the property. The City of Inver Grove Heights will need to pay for our fair share once a purchase is complete.
Steep Slopes	The grade on the Inver Grove Heights side of the lake are very steep and engineering a trail down to the lake would be very expensive. As an alternative we are proposing the construction of a set of timber stairs.

We have received a proposal from the Tree Trust organization to construct a set of timber stairs that would be 101' long, cover the 31.5' grade change with 63 steps and would include a railing and a landing with a bench (see drawing). The estimated costs for materials is just under $25,000 and would be funded by Fund 402.

Tree Trust was created in 1976 to address two problems in communities: the devastation of the urban tree canopy due to Dutch elm disease and the high unemployment and poverty rates for youth and adults at the time. Tree Trust began combating these issues by hiring unemployed individuals and training them to plant trees and reforest the Twin Cities. Since then, the organization has expanded to offer integrated JobPrep programs, community forestry and environmental education programs. Based on the size of the project and the labor that will be used, it is anticipated that the project will take two summers to complete.

Seidl's Lake Park
Overall Preliminary Master Plan



REFER TO ENLARGEMENT PLAN FOR INFORMATION WITHIN THIS AREA

100 0 100 200 300
Scale 1" = 100'

South St. Paul Site
Trails should tie into the South St. Paul's portion of Seidls Lake Park.

Property Crossing Options
Crossing the two sections of lakeshore to join the Inver Grove Heights site to the South St. Paul site should be pursued.

One option consists of using boardwalks with overlooks across the water in order to bypass the private property.

The other option consists of the city obtaining trail easements from the private property owners to build the trail on solid ground.

Park Property Lines (typ)

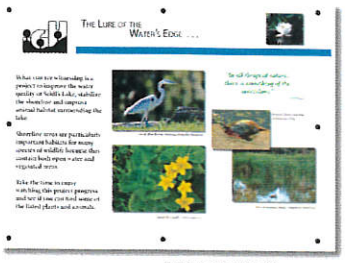
Future Trail Alternate
A future trail to complete a loop around the lake could be implemented, if desired, and would tie into the South St. Paul park site. The trail should be minimal in width, possibly built of a nature trail material (bare soil, wood chips, etc.) and should minimze disturbance to the site.

Lakeside Trail
Future lakeside trail should be a minimum of 6' wide, with an ideal width of 8' and should tie into the South St. Paul trail system.

The trail should be built above the future high water level, where feasible, once this is established and control structures are in place. In areas where it is not feasible, use of suitable construction materials shall be used to reduce the propensity for water damage.

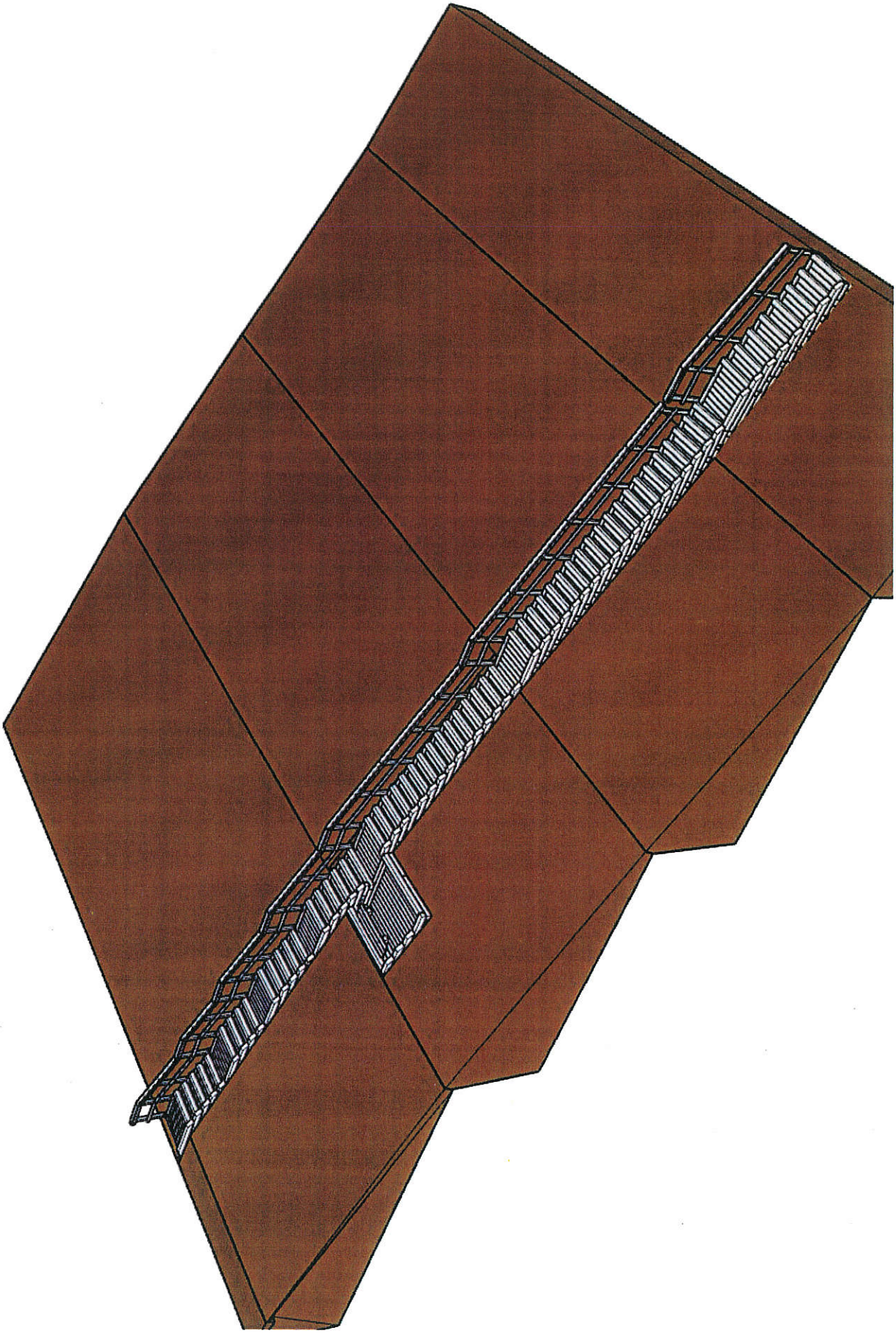
Where the trail is adjacent to steep slopes, the edge of the trail shall have retaining walls built of suitable materials that would blend with the natural character of the site, such as limestone blocks, natural boulders, etc.

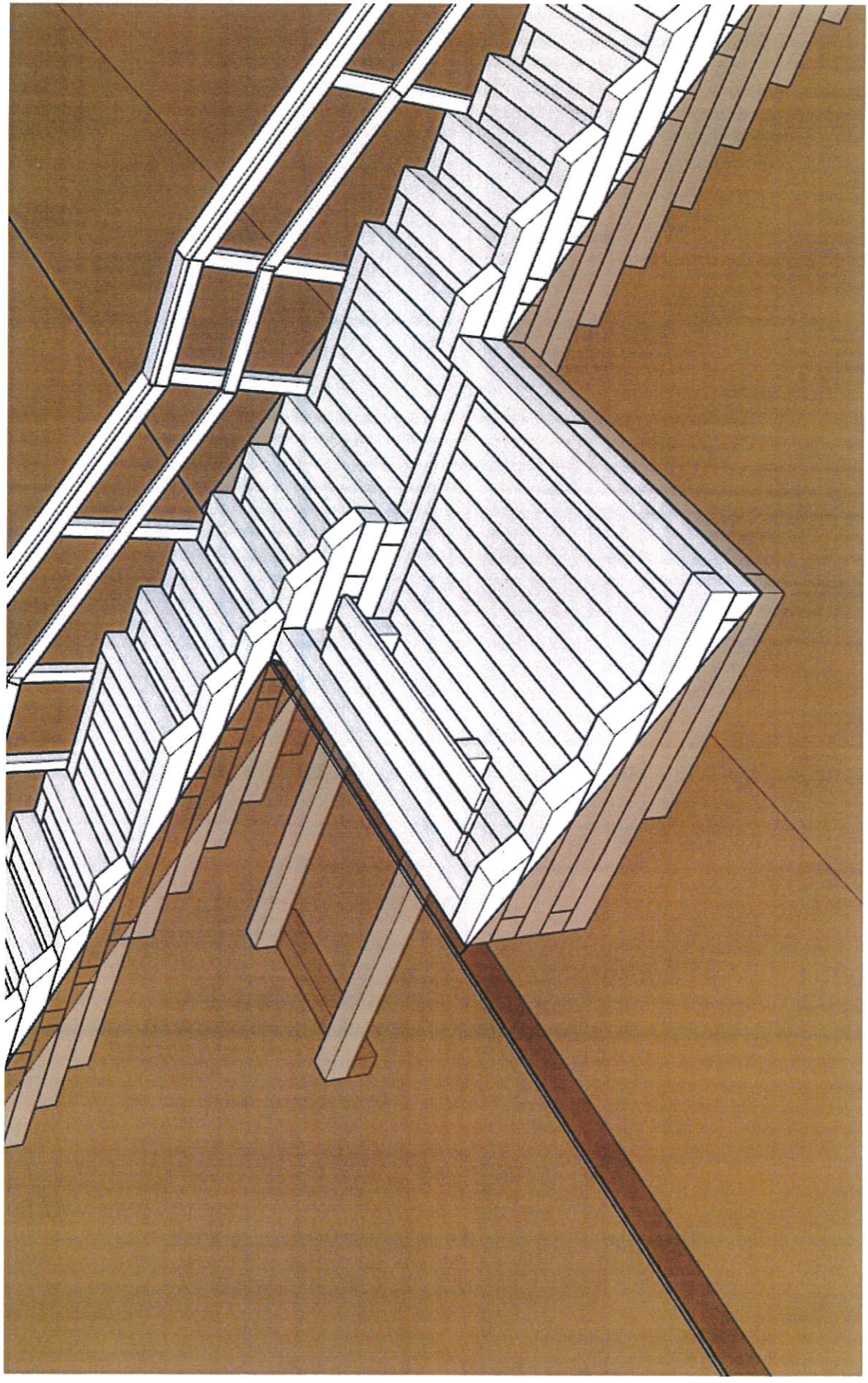
Interpretive / Educational Information
Placement of interpretive / educational signs along the various park trails would provide the users information about their surroundings and encourage stewardship for the park.



Brauer & Associates, Ltd.
Land Use Planning and Design

PROJECT #07-01
DATE: JUNE 13TH, 2007





4T

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

PERSONNEL ACTIONS

Meeting Date: May 28, 2019
Item Type: Consent Agenda
Contact & Reviewed by: Janet Shefchik, HR Manager
Prepared by: Carrie Isaacson, Admin Svc Coord

Fiscal/FTE Impact:

x	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:

Part-Time/Temporary/Seasonal Employment:

Admin
Ward, Diane, Temp City Clerk

Parks/Recreation/VMCC
Coss, Garrett, Park Maintenance Helper
Mulvihill, Cameron, Guest Services Worker
Nygaard, Ava, Lifeguard
Peplinski, Cole, Park Maintenance Helper
Schommer, Joseph, Park Maintenance Helper
Staker, Sally, Guest Services Worker
Sumner, Melanie, Lifeguard

Golf
Conoryea, Travis, Golf Course Laborer
Greeley, Jack, Outside Services
Joseph, Jaclyn, Food & Beverage Concessionaire
McIntyre, Clayton, Concessionaire

Streets
Scherf, Donald, Street Maintenance Helper

Utilities
Boris, Ryan, Utility Maintenance Helper
Frovik, Zackary, Utility Maintenance Helper
Heimerl, Austin, Utility Maintenance Helper
Swearingen, Ashley, Utility Maintenance Helper

Voluntary Resignations:
DeLong, Scott, Firefighter
Isaacson, Carrie, Administrative Services Coordinator

Seasonal Terminations:
Cunnien, Austin, Park Maintenance Helper
Duffy, Terry, Ranger/Starter
Harker, Gary, Ranger/Starter
Mikel, Rachel, Food & Beverage Concessionaire
Leonard, Serena, Outside Services

AGENDA ITEM 6A

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing to Consider Resolution Adopting the Final Assessment Roll for the 2019 Pavement Management Program, City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements

Meeting Date:	May 28, 2019
Item Type:	Assessment Hearing
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Steve W. Dodge, Asst. City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Public Hearing to consider resolution adopting the final assessment roll for the 2019 Pavement Management Program, City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements.

SUMMARY

The project includes pavement replacement, subgrade corrections, spot curb replacement, watermain improvements, sanitary sewer adjustments, stormwater facility improvements, and appurtenances. The streets to be improved are as follows: Atwater Path from Babcock Trail to its terminus.

The project was ordered as a pavement replacement and stormwater improvement by the City Council on January 14, 2019, as part of the City's 2019 Pavement Management Program (PMP). Bids were opened on April 15, 2019 and the contract award is scheduled to be considered after the assessment hearing. The project is scheduled for summer 2019 construction. A benefit analysis report was prepared by the appraiser (Metzen Appraisals).

Based on the apparent low bid, the estimated total project cost for City Project No. 2018-09D is $612,985 and proposed final assessments are $255,044. This correlates to a $10,456.55 assessment per single-family residential, utilizing the published feasibility amount, and $25,000 for the golf course property, utilizing the special benefit assessment cap. The single-family assessments amounts have been kept at the preliminary assessment roll amount rather than raising them approximately $500 each in accordance with the higher bids received. The proposed assessments cover 42% of the total costs. Staff prepared the final assessment roll, based on the lowest responsible bidder, plus estimated indirect costs and contingencies. The assessment rate is proposed at 5.15 percent for a ten-year term. The resolution is drafted to begin accruing interest starting on January 1, 2020.

An informational meeting was held with affected property owners on May 14, 2019, with three households attending. First, staff presented the proposed project costs, assessments, and assessment process details. Staff then entertained construction related resident questions and held a break-out session allowing one-on-one conversations. General questions and comments related to the project were typical, with specific questions related to curb impacts and slope repair. Staff responded that spot curb replacement will take place and will only affect 5-6 driveways. Staff explained the slope repair included additional storm sewer to Starke Lake to avoid future erosion concerns. In addition, residents mentioned the assessment seems high. Staff responded that the assessment was held to the preliminary assessment amount, even though bids came in higher. Residents have been informed that obstructions in the right-of-way are their responsibility (irrigation, invisible fence, landscaping, private lighting and retaining walls). Staff will provide weekly updates by text or email for residents that sign up on the City's listserv communication services.

Temporary construction access is being worked out with landowners adjacent to the storm water outfall and slope grading improvements to Starke Lake (1680 and 1690 Atwater Path).

I recommend approval of the resolution adopting the final assessment roll for the 2019 Pavement Management Program, City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements.

SWD/kf

Attachments: Resolution
Assessment Map
Final Assessment Roll

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ADOPTING FINAL ASSESSMENT ROLL FOR THE 2019 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2019-09D – ATWATER PATH PAVEMENT REPLACEMENT AND STORMWATER IMPROVEMENTS

RESOLUTION NO. _____

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements on City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements. The streets to be reconstructed include Atwater Path from Babcock Trail to its terminus.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment levied against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.

2. Such assessment shall be payable in equal installments extending over a period of ten (10) years beginning in 2020 and shall bear interest at the rate of 5.15 percent per annum beginning on January 1, 2020.

3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year (or such later date determined by the Council). No interest accrual will occur in 2019.

4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

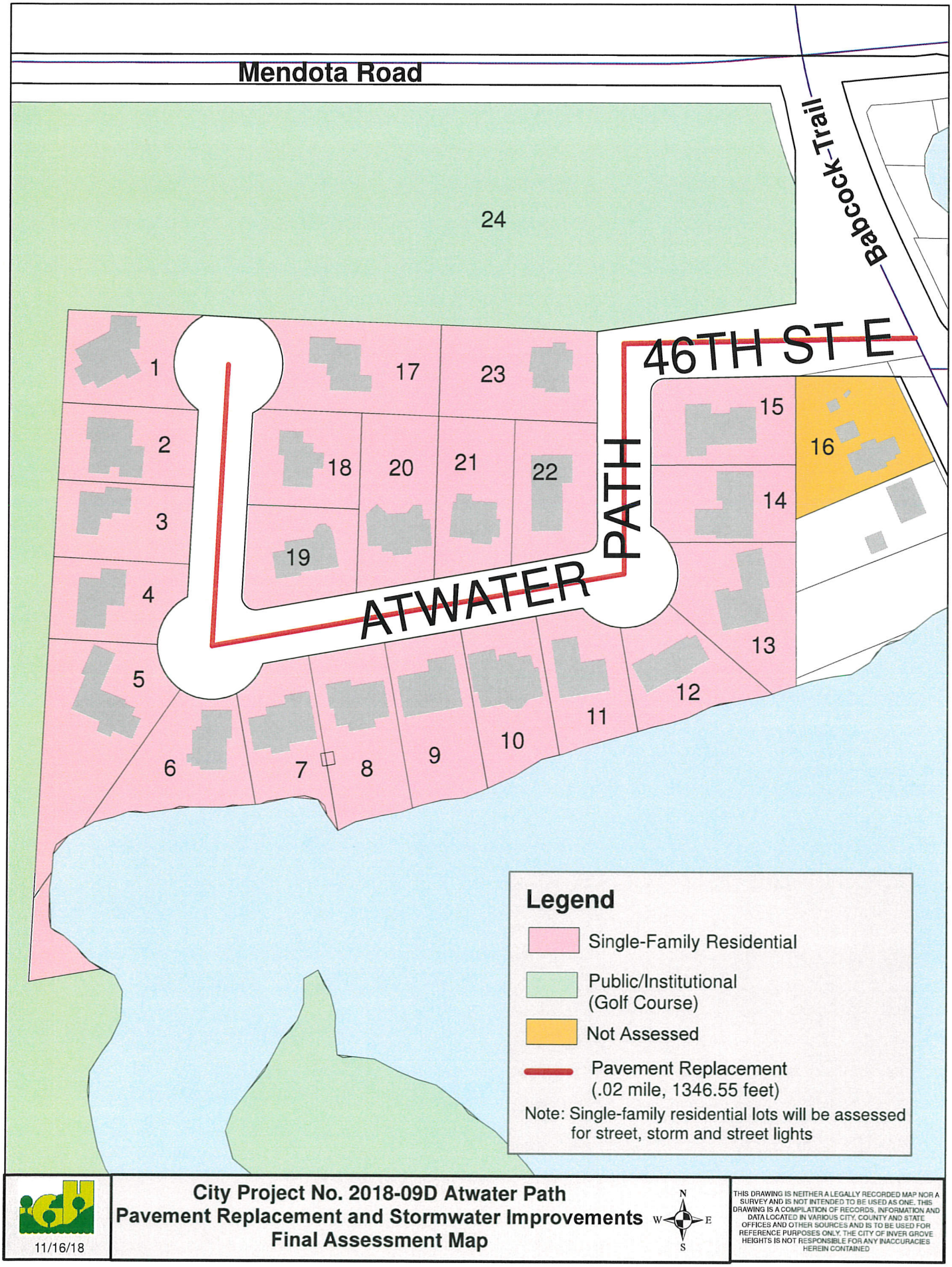
Adopted by the City Council of Inver Grove Heights, Minnesota this 28th day of May 2019

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Interim Deputy Clerk



11/16/18

City Project No. 2018-09D Atwater Path
Pavement Replacement and Stormwater Improvements
Final Assessment Map

N W E S

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

City Project No. 2018-09D - Atwater Path Reconstruction
(Pavement Replacement with Slope Repair)
Final Assessment Roll

Map No.	Propery Type	PID No.	Owner	Site Address	Total 55% per Policy Assessment (w/ Slope Repair)	Benefit CAP	Total Proposed Assessment (w/ Slope Repair)
1	SF	201410002150	CHAD PORT	1604 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
2	SF	201410002140	CARMEN C STARR	1610 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
3	SF	201410002130	MICHAEL & PATRICIA A SINN	1616 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
4	SF	201410002120	IRAJ M FARD	1620 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
5	SF	201410002110	JAMES D & RUTH ANN PEDERSON	1630 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
6	SF	201410002100	LARRY L WRIGHT	1640 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
7	SF	201410002090	MICHAEL J & TERRIE A WALKER	1650 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
8	SF	201410002080	ALAN R & KAREN VANASEK	1660 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
9	SF	201410002070	LESLIE C MALMQUIST	1670 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
10	SF	201410002060	LOEL D & MARY LOWARY	1680 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
11	SF	201410002050	MARGARET M SCHMIDT	1690 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
12	SF	201410002040	FRANK & LAUREL TSTEE WINSOR	1700 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
13	SF	201410002030	BRIAN L & NASRIN JEWELL	1716 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
14	SF	201410002020	JOHN GERALD & ANNE M BIELEJESKI	1720 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
15	SF	201410002010	% INVITATION HOMES - TAX DEPT	1730 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
16	SF	203110005010	DANIEL ALLAN JOHNSON	4605 BABCOCK TRAIL	$0.00	$14,700.00	$0.00
17	SF	201410001020	ANGELIQUE M BROIN	1605 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
18	SF	201410001030	MARK J & MARY HENNEN	1613 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
19	SF	201410001040	JAMES P SEXTON	1655 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
20	SF	201410001050	LAWRENCE TSTE HAUGH	1665 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
21	SF	201410001060	FOLKE M BAXTER	1675 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
22	SF	201410001070	PATRICK F SULLIVAN	1725 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
23	SF	201410001010	A PATRICK LEIGHTON	1735 ATWATER PATH	$10,950.81	$14,700.00	$10,456.54
24	Public/Institutional	200291081015	SOUTHVIEW COUNTRY CLUB	239 MENDOTA ROAD E	$54,840.00	$25,000.00	$25,000.00
					$295,757.82	$363,100.00	$255,043.88

AGENDA ITEM 6B

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing to Consider Resolution Adopting Final Assessment Roll for the 2019 Pavement Management Program, City Project No. 2018-09F – 55th Street Court/55th Street Area Reconstruction

Meeting Date:	May 28, 2019
Item Type:	Assessment Hearing
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Steve W. Dodge, Asst. City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director

SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Public hearing to consider resolution adopting Final Assessment Roll for the 2019 Pavement Management Program, City Project No. 2018-09F – 55th Street Court/55th Street Area Reconstruction.

SUMMARY

The project includes roadway improvements, bituminous removal, subgrade excavation/correction, grading, granular subgrade, geotextile fabric, draintile, aggregate base, bituminous pavement, milling, concrete curb and gutter, sidewalk, storm sewer system replacement and additions, drainage improvements, water quality improvements, watermain system repairs, sanitary sewer 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.

The project was ordered by the City Council on January 14, 2019, as part of the City's 2019 Pavement Management Program (PMP). Bids were received and opened on April 15, 2019 and the contract award is scheduled to be considered after the assessment hearing. The project is scheduled to be constructed in summer of 2019. A benefit analysis report was prepared by the appraiser (Metzen Appraisals).

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, $42,791 for the Clark gas station, and $63,996 for the Lake Cove Apartments. Staff has prepared the final assessment roll based on the lowest responsible bidder plus estimated indirect costs and contingencies. The assessment interest rate is proposed at 5.15 percent with a ten-year term. The resolution is drafted so that interest will begin accruing on January 1, 2020.

An informational meeting was held with affected property owners on May 16, 2019, with five residents attending. Staff presented the proposed project costs, assessments, and addressed project related questions. Staff entertained construction related questions and held a break-out session. General questions related to the project were typical, with a general concern about assessments related to the sidewalk improvements on the north side of 55th Street. Staff responded that due to the assessment cap, the sidewalk is being funded by the Pavement Management Fund and not assessments. Residents have been informed that obstructions in the right-of-way are their responsibility (irrigation, invisible fence, landscaping, private lighting and retaining walls). Staff will provide weekly updates by text or email for residents that sign up on the City's listserv communication services.

Staff and the City Attorney have received easement agreements from affected property owners, that are necessary to construct the project.

The Residential Driveway Restoration Program will be implemented on the project. Once construction is complete, staff will update the assessment roll to include any driveway "credits" for Council approval. The updated assessment roll will then be certified to the County.

Attached is a letter from Sayyad Hussain, Loon of MN LLC, GM Food & Fuel regarding their assessment amount. Also attached is Laurence Danich's response, clarifying the revised benefit analysis report with the correct per policy assessment amounts based on a reconstruction project (35 percent of project costs). In addition, a letter was received on May 22, 2019 from 1924 55th Street Court East objecting to the project and the assessment amount.

Staff recommends adopting the resolution adopting the final assessment roll for the 2019 Pavement Management Program, City Project No. 2018-09F – 55th Street Court/55th Street Area Reconstruction.

SWD/kf
Attachments: Resolution
Assessment Map
Final Assessment Roll
Letter from Loon of MN LLC (GM Food & Fuel)
Metzen Appraisal letter on revised report
Objection Letter from Landowner (1924 55th Court East)

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ADOPTING FINAL ASSESSMENT ROLL
2019 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2018-09E – 55TH STREET COURT/55TH STREET AREA RECONSTRUCTION

RESOLUTION NO. _____

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements on City Project No. 2018-09E – 55th Street Court/55th Street Area Reconstruction. The streets to be reconstructed include: 55th Street from Babcock Trail to its terminus and 55th Street Court from 55th Street to its terminus.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment levied against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.

2. Such assessment shall be payable in equal installments extending over a period of ten (10) years beginning in 2020 and shall bear interest at the rate of 5.15 percent per annum beginning January 1, 2020.

3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year (or such later date determined by the Council). No interest accrual will occur in 2019.

4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

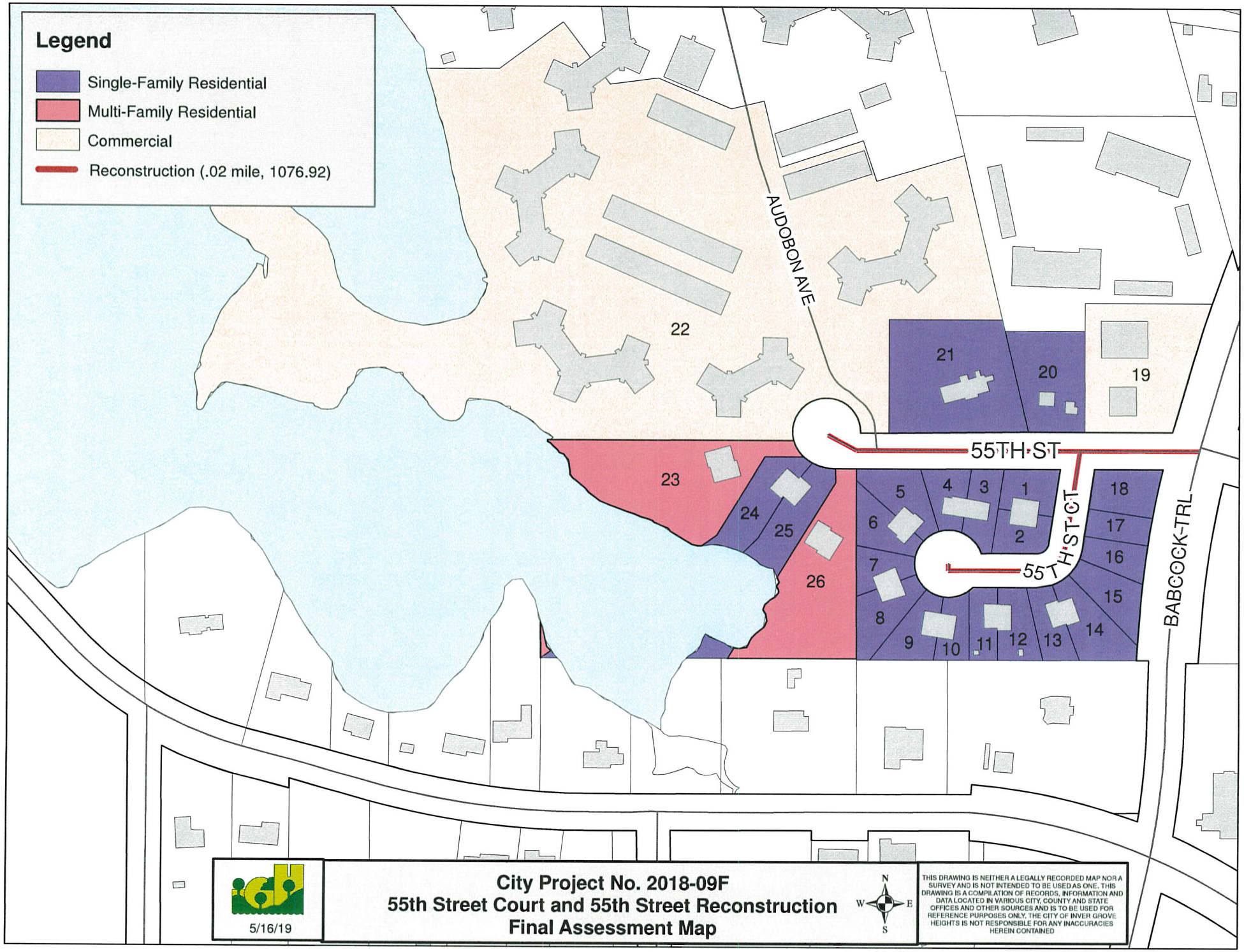
Adopted by the City Council of Inver Grove Heights, Minnesota this 28th day of May 2019

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Interim Deputy Clerk


Legend
Single-Family Residential
Multi-Family Residential
Commercial
Reconstruction (.02 mile, 1076.92)
AUDOBON AVE
55TH ST
55TH ST CT
BABCOCK TRL
22
21
20
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5/16/19
City Project No. 2018-09F
55th Street Court and 55th Street Reconstruction
Final Assessment Map
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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

CITY PROJECT NO. 2018-09F
55TH STREET COURT/55TH STREET RECONSTRUCTION
(SCH. 1: Full Reconstruction, No Offline Storm)
FINAL ASSESSMENT ROLL

MAP NO.	PROPERTY TYPE	PID NO.	OWNER	OWNER ADDRESS	SITE ADDRESS	STREET & STORM		
						PER POLICY ASSESSMENT	BENEFIT CAP	PROPOSED ASSESSMENT
1	SF-TWIN	202210001170	TIMOTHY & NICHOLE BOEHMKE	1904 55TH STREET CT E	1904 55TH STREET CT E	$11,154	$6,562	$6,562
2	SF-TWIN	202210001180	GALE R JR TIPTON & LORRIE A DETOMASO-TIPTON	1906 55TH STREET CT E	1906 55TH STREET CT E	$11,154	$6,562	$6,562
3	SF-TWIN	202210001160	MARGARET J FOX	1908 55TH STREET CT E	1908 55TH STREET CT E	$11,154	$6,562	$6,562
4	SF-TWIN	202210001150	JODI L SPITTAL SIEGEL	16800 MINNETONKA BLVD	1910 55TH STREET CT E	$11,154	$6,562	$6,562
5	SF-TWIN	202210001140	FRANCISCO MARQUEZ BRENES	1912 55TH STREET CT E	1912 55TH STREET CT E	$11,154	$6,562	$6,562
6	SF-TWIN	202210001130	JOHN F & RHONDA L NORMAN	1914 55TH STREET CT E	1914 55TH STREET CT E	$11,154	$6,562	$6,562
7	SF-TWIN	202210001120	RANDOLPH REYNOLDS	1916 55TH STREET CT E	1916 55TH STREET CT E	$11,154	$6,562	$6,562
8	SF-TWIN	202210001110	KATHLEEN R JAMISON	1918 55TH STREET CT E	1918 55TH STREET CT E	$11,154	$6,562	$6,562
9	SF-TWIN	202210001100	RICHMOND O AMPORFUL	1920 55TH STREET CT E	1920 55TH STREET CT E	$11,154	$6,562	$6,562
10	SF-TWIN	202210001090	BENJAMIN D KIRK	1922 55TH STREET CT E	1922 55TH STREET CT E	$11,154	$6,562	$6,562
11	SF-TWIN	202210001080	KAYLA HALLIN & CHAD B HAGER	1924 55TH STREET CT E	1924 55TH STREET CT	$11,154	$6,562	$6,562
12	SF-TWIN	202210001070	MARY M RILEY	1926 55TH STREET CT E	1926 55TH STREET CT E	$11,154	$6,562	$6,562
13	SF-TWIN	202210001060	MARY KAYE SWEENEY	1928 55TH STREET CT E	1928 55TH STREET CT E	$11,154	$6,562	$6,562
14	SF-TWIN	202210001050	DONALD JR & ROSE M L HUBBARD	1930 55TH STREET CT E	1930 55TH STREET CT E	$11,154	$6,562	$6,562
15	SF-TWIN	202210001040	LAKE COVE VILLAGE PTNSHP	2716 OCEAN PARK BLVD STE 1055	55TH STREET CT E	$11,154	$6,562	$6,562
16	SF-TWIN	202210001030	LAKE COVE VILLAGE PTNSHP	2716 OCEAN PARK BLVD STE 1055	55TH STREET CT E	$11,154	$6,562	$6,562
17	SF-TWIN	202210001020	LAKE COVE VILLAGE PTNSHP	2716 OCEAN PARK BLVD STE 1055	55TH STREET CT E	$11,154	$6,562	$6,562
18	SF-TWIN	202210001010	LAKE COVE VILLAGE PTNSHP	2716 OCEAN PARK BLVD STE 1055	55TH STREET CT E	$11,154	$6,562	$6,562
19	COMM	207720001010	LOON OF MN LLC	5465 BABCOCK TRL	5465 BABCOCK TRL	$47,185	$43,569	$41,514
20	SF	200321009010	TIMOTHY BUSS	1935 55TH ST E	1935 55TH ST E	$11,154	$6,562	$6,562
21	SF	200321010010	STEPHEN D & CYNTHIA SCHMIDT	1915 55TH ST E	1915 55TH ST E	$11,154	$6,562	$6,562
22	COMM	204427501011	LAKE COVE VILLAGE PTNSHP	2716 OCEAN PARK BLVD STE 1055	5365-5450 55TH ST E	$77,588	$63,996	$63,996
23	MFR-DUPLEX	202440001030	JUSTIN L TSTE LAMBERT	8606 PRESTWICK LANE N	1826-30 55TH ST E	$22,309	$13,124	$13,124
24	SF-TWIN	202440001022	JIN LI	5626 DONEGAL DR	1836 55TH ST E	$11,154	$6,562	$6,562
25	SF-TWIN	202440001021	JIN LI	5626 DONEGAL DR	1840 55TH ST E	$11,154	$6,562	$6,562
26	MFR-DUPLEX	202440001010	DAKOTA COUNTY CDA	1228 TOWN CENTRE DR	1846 55TH ST E	$22,309	$13,124	$13,124
								$276,122.00

Steve W. Dodge, P.E

Dated: March 24, 2019

Assistant City Engineer

City of Inver Grove Heights

Dear Mr. Dodge,

I would like to thank you for the opportunity of personally meeting with us on February 20th, 2019. I appreciate and value your time and effort to discuss the upcoming project no. 2018-09F.

I have received the requested documents and upon reviewing it, I must bring to your attention that I absolutely disagree with the proposed amount for loon of MN.

As per Mr.Danich, (property Appraiser) for this project, our estimated amount is $27,800. How does that change to $41,514? I would also like to mention the number of Lake Cove apartment units compared to our business. Most of the traffic on upper 55th is related to those 400 plus units.

I am requesting you, members of city council and all other team members involved in this project to reconsider the assessed amount on our property as we are unable to pay the amount mentioned. Our business barely generates salaries for our employees and we are barely able to pay our bills. The purpose of our business is mainly to serve our community.

I would also like to find out if there are any resources or subsidies that could help us pay for this project and for any improvements to the building, such as our leaking roof and concrete work on the lot. Also how do we get reimbursed for any loss that happens due to inconvenience of this project.

Please look into this mater and update as soon as possible with any suggestions you may have.

Thanking you kindly,

Sayyad M Hossain

Sincerely, 3.25.19

Loon of MN LLC

GM food & Fuel

5465 Babcock Trail,

Inver Grove Heights, MN 55077

APPRAISAL REPORT

Thomas J. Kuldunski, P.E.
City Engineer
8150 Barbara Avenue,
Inver Grove Heights, MN 55077

May 17th, 2019

RE: City Project 2018-09F
55th Street and 55th Street Court Reconstruction

Dear Mr. Kuldunski,

The purpose of the revised report was to correct an inadvertent error that occurred in the original report, that of utilizing the 25% assessment policy instead of the 35% that were provided in the assessment calculation grid. The revised report is now an accurate account of the cities intensions and reflects the amounts found to be fair and accurate.

Sincerely,

Laurence M. Danich
Real Property Appraiser
Minnesota I.D. #: 4000869

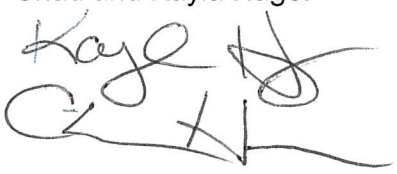
METZEN REALTY AND ASSOCIATES CO.
412 SOUTHVIEW BLVD. / SOUTH SAINT PAUL / MINNESOTA 55075 / PHONE: 651-455-2214 • FAX: 651-455-2729 • www.MetzenRealty.com

To whom it may concern:

As residents of 1924 55th Street Court East this is a formal letter to appeal the assessment costs and the overall project regarding the reconstruction of 55th Street Court. As a family of 5, our main concern is that we are not able to afford paying over $6000 for something like this. While it would be wonderful to have a nice smooth road, the benefits are not greater than the cost for us. We have struggled for several years since graduating from college to try and get ahead financially and this is going to be a big setback for us when considering our goals in life. In addition to the cost, the burden that this project is going to bring on our street for 4 months is not something we are wanting to deal with. Living in a construction zone for the whole summer is an extreme inconvenience. We have 3 children under the age of 6 who love to go out and use our street daily to play with the other children and ride their bikes. I was basically advised that our street will be an active construction site from 7am-7pm and having our children out will not be safe. This is just not an option in my opinion. I know I represent a small fraction of the neighborhood from a parental standpoint but there are 3 other families on our street who might have similar feelings. There are several other issues that raise concerns such as parking, mailbox relocation, and construction noise. We are planning on hosting birthday parties this summer, where do our guests park? I work night shift. Am I going to have to listen to construction noise while I try and sleep during construction hours? I am not a fan of having to walk through the busy traffic to the corner of 55th and Babcock to get my mail every day and this is what we were told would most likely be the relocation of everyone's boxes. Our street has also raised concerns about being grouped with the reconstruction of 55th Street. We feel that we might be at a disadvantage, as that street handles a lot more traffic and being assessed for that portion seems unfair. I am aware the original per policy assessment was over $11,000 but due to a benefit cap, the assessment cost was greatly reduced. I am just curious on how much all this would change if this was grouped into 2 separate projects. I was told our assessment wouldn't change if the sidewalk was taken out, but what of the whole 55th Street was taken out? What would the per policy assessment be just for our street and would a benefit cap be applied to that? Obviously, looking any our neighborhood, we are not exactly a high-income area. Asking us to be able to pay this much just seems a little extreme. I know we are only one home but again, I would like to express that we are very against this project on our street and would like you to greatly consider the financial burden this will put on our family. I have spoken with other citizens of Inver Grove Heights who have been in similar situations to ours and while our number one request would be to stop the construction on 55th Street Court, I am hopeful that there is an option to help lower the financial burden significantly and possibly even consider making our street a separate project.

Thank you for your time,

Chad and Kayla Hager



AGENDA ITEM 5?

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Change 2019 Fee schedule to include new ordinances (large assembly and excessive consumption of city services).

Meeting Date:	May 28, 2019
Item Type:	Regular Agenda
Contact:	Deputy Chief Sean Folmar
Prepared by:	Sean Folmar
Reviewed by:	Cmdr. Josh Otis

Fiscal/FTE Impact:
None
Amount included in current budget

New FTE requested – N/A
Other

PURPOSE/ACTION REQUESTED
Approve resolution adding fees for large assembly and excessive consumption of city services top the current 2019 fee schedule.

SUMMARY
The City Council recently created 2 new city ordinances (large assembly and excessive consumption of city services) that need to be added to the current 2019 fee schedule.

LARGE ASSEMBLIES
$250 permit fee (includes the investigation fee)
Escrow established and held by the city in an amount from $500-$5,000, depending on the size and scope of the event. A routing form will be created to track the application, fee collection, department(s) approval(s), escrow amount requested, escrow received, escrow released after event.

EXCESSIVE CONSUMPTION OF CITY SERVICES
Excessive inspection service fee $250 each, after 4 inspections within 12 months.
Excessive police and nuisance enforcement services $250 minimum per occurrence, after 4 occurrences within 180 days. If actual costs including salary and fringe benefits for employees and equipment and the pro-rata cost exceed $250, then the actual costs will be charged as outlined in the ordinance.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO.___

RESOLUTION ESTABLISHING FEES FOR LARGE ASSEMBLIES AND EXCESSIVE CONSUMPTION OF CITY SERVICES

WHEREAS, the Inver Grove Heights City Council has amended certain sections of the City Code to regulate large assemblies and address the excessive consumption of city nuisance and police and nuisance enforcement services, and as a result recognizes the need to update the existing 2019 Fee Schedule to include fees related to permits and required escrow amounts for large assemblies and charges for the excessive consumption of inspection services and police and nuisance enforcement services**;** and

WHEREAS, any changes to the City's Fee Schedule shall be by resolution by the City Council of the City of Inver Grove Heights;

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

The following fees and escrow amount requirements for large assembly permits and excessive consumption of inspection services and police and nuisance enforcement services are hereby added to the 2019 Fee Schedule:

Department	**Type of License/Fee**	**Code Section**	**Expiration**	**2019 Fee**
Police Park and Rec Fire	Large Assemblies	4-14-1	n/a	$250 permit fee plus $500-$5,000 escrow
Inspections	Excessive Inspections Service Fee	4-15-1	n/a	$250 per occurrence after 4 inspections within 12 months.
Police	Excessive Police and Nuisance Enforcement Services	4-15-1	n/a	$250 minimum per occurrence after 4 occurrences within 180 days. If actual costs including salary and fringe benefits for employees and the pro-rata cost of equipment and other related costs exceed $250, then

				the actual costs will be charged.

Adopted by the City Council of the City of Inver Grove Heights on this 28th day of May, 2019.

Ayes:
Nays:

_____
George Tourville, Mayor

Attest:

_____
Joseph Lynch, City Administrator/Interim Deputy City Clerk

AGENDA ITEM 7B

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Bids, Awarding Contract, and Approving Geotechnical Services Proposal for the 2019 Pavement Management Program, City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements, City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction, and City Project No. 2017-07 – Met Council Grant (Heritage Village Park Soil Borrow Placement)

Meeting Date:	May 28, 2019
Item Type:	Regular
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Steve W. Dodge, Asst. City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director SDT

Fiscal/FTE Impact:

	Non
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Pavement Management Fund, Special Assessments, Sewer Fund, Water Fund, Franchise Fee Fund, Met Council Grant

PURPOSE/ACTION REQUESTED

Consider resolution receiving bids, awarding contract, and approving geotechnical services proposal for the 2019 Pavement Management Program, City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements, City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction, and City Project No. 2017-07 – Met Council Grant (Heritage Village Park Soil Borrow Placement).

SUMMARY

City staff directed Bolton & Menk to advertise for bids for the three City projects to receive the best pricing. Bids were opened on April 15, 2019 for the subject projects. Four contractors submitted bids as follows:

BIDDERS	SCH 1 CP 2018-09F	SCH 2 CP 2018-09F	SCH 3 CP 2018-09D	SCH 4 CP 2018-09D	SCH 5 CP 2017-07	TOTAL SCHEDULES	SCHEDULES NOS. 1, 3, 4, 5
Engineer's Estimate	$815,508.02	$58,115.00	$380,568.57	$54,771.25	$62,825.00	$1,371,787.83	$1,313,672.83
Veit & Company, Inc.	$949,540.00	$61,262.30	$377,528.40	$51,132.55	$52,091.05	$1,491,554.35	$1,430,292.05
Max Steininger, Inc.	$885,372.66	$49,971.91	$414,398.21	$61,435.76	$87,900.35	$1,499,078.89	$1,449,106.98
Park Construction Co.	$892,876.11	$81,369.60	$466,223.24	$65,144.70	$40,662.25	$1,546,275.90	$1,464,906.30
Miller Excavating, Inc.	$948,566.89	$64,297.50	$473,947.40	$55,076.00	$68,435.00	$1,610,322.79	$1,546,025.29

Schedule 2, 55th Street Offline Storm Sewer (2018-09F) will not be awarded. Veit & Company, Inc. is the apparent low bidder for a total bid amount of $1,430,292.05. AET submitted a geotechnical proposal for City Project No. 2018-09D in the amount of $9,904.00 and for City Project No. 2018-09F in the amount of $15,980.50 for a total amount of $25,884.50. Bolton & Menk will provide construction management and surveying services in accordance with the original proposal.

I recommend that the City Council receive bids, award the contract to Veit & Company, Inc. in the amount of $1,430,292.05, and approve the geotechnical services proposal from AET in a total amount of $25,884.50 for the 2019 Pavement Management Program, City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements, City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction, and City Project No. 2017-07 – Met Council Grant (Heritage Village Park Soil Borrow Placement).

SWD/kf

Attachments: Resolution
Award letter from Bolton & Menk
AET Proposals
Abstract of Bids

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION RECEIVING BIDS, AWARDING CONTRACT, AND APPROVING GEOTECHNICAL SERVICES PROPOSAL FOR THE 2019 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2018-09D – ATWATER PATH PAVEMENT REPLACEMENT AND STORMWATER IMPROVEMENTS, CITY PROJECT NO. 2018-09F – 55TH STREET COURT AND 55TH STREET RECONSTRUCTION, AND CITY PROJECT NO. 2017-07 – MET COUNCIL GRANT (HERITAGE VILLAGE PARK SOIL BORROW PLACEMENT)

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements, City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction, and City Project No. 2017-07 – Met Council Grant (Heritage Village Park Site Borrow Placement), bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement, addendum acknowledged, and bid bond submitted; and

BIDDERS	SCH 1 CP 2018-09F	SCH 2 CP 2018-09F	SCH 3 CP 2018-09D	SCH 4 CP 2018-09D	SCH 5 CP 2017-07	TOTAL SCHEDULES	SCHEDULES NOS. 1, 3, 4, 5
Engineer's Estimate	$815,508.02	$58,115.00	$380,568.57	$54,771.25	$62,825.00	$1,371,787.83	$1,313,672.83
Veit & Company, Inc.	$949,540.00	$61,262.30	$377,528.40	$51,132.55	$52,091.05	$1,491,554.35	$1,430,292.05
Max Steininger, Inc.	$885,372.66	$49,971.91	$414,398.21	$61,435.76	$87,900.35	$1,499,078.89	$1,449,106.98
Park Construction Co.	$892,876.11	$81,369.60	$466,223.24	$65,144.70	$40,662.25	$1,546,275.90	$1,464,906.30
Miller Excavating, Inc.	$948,566.89	$64,297.50	$473,947.40	$55,076.00	$68,435.00	$1,610,322.79	$1,546,025.29

WHEREAS, Veit & Company, Inc. is the lowest responsible bidder with a total bid amount of $1,430,292,05 for Schedules 1, 3, 4 and 5 of the Base Bid.

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

1. The bids for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements, City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction, and City Project No. 2017-07 – Met Council Grant (Heritage Village Park Soil Borrow Placement) are hereby received.
2. The Interim Deputy 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 eider shall be retained until the contract has been signed.
3. Staff is authorized to hire AET to perform geotechnical services for City Project No. 2018-09D and 2018-09F in a total amount of $25,884.50.
4. Bolton & Menk is authorized to perform construction management and survey services in accordance with the original proposal dated May 21, 2018 and approved by Council on May 29, 2018.
5. City Project No. 2018-09D and 2018-09F shall be funded through the Pavement Management Fund, Franchise Fee Fund, Special Assessments, Sewer Fund, Water Fund. City Project No. 2017-07 shall be funded through a Met Council Grant.

Adopted by the City Council of Inver Grove Heights, Minnesota this 28th day of May 2019

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Interim Deputy Clerk

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 15, 2019

Honorable Mayor and City Council
8150 Barbara Avenue
Inver Grove Heights, MN

RE: Bid Results
55th Street & 55th Street Court Improvements, CP 2018-09F
Atwater Path Pavement Replacement, CP 2018-09D
EVP Site Borrow Placement, CP 2017-07
City of Inver Grove Heights

Dear Honorable Mayor and City Council,

Bids for the Atwater Path / 55th Street & 55th Street Court Project were opened on Monday, April 15, 2019. Four (4) bids were received and the following is a bid summary:

	BIDDERS	SCH 1 CP 2018-09F	SCH 2 CP 2018-09F	SCH 3 CP 2018-09D	SCH 4 CP 2018-09D	SCH 5 CP 2017-07	TOTAL SCHEDULES
	Engineer's Estimate	*$815,508.02*	*$58,115.00*	*$380,568.57*	*$54,771.25*	*$62,825.00*	*$1,371,787.83*
1	Veit & Company, Inc.	$949,540.00	$61,262.30	$377,528.40	$51,132.55	$52,091.05	$1,491,554.35
2	Max Steininger, Inc.	$885,372.66	$49,971.91	$414,398.21	$61,435.76	$87,900.35	$1,499,078.89
3	Park Construction Co.	$892,876.11	$81,369.60	$466,223.24	$65,144.70	$40,662.25	$1,546,275.90
4	Miller Excavating, Inc.	$948,566.89	$64,297.50	$473,947.40	$55,076.00	$68,435.00	$1,610,322.79

It is noted that the low bidder, Veit & Company, had a unit price error in their Bid Form for one item (Remove and Replace Gate Valve Box). This error increased their Total Bid by $40,000. We recommend that the City award the Contract at the total amount listed above, and execute a Change Order with Veit & Company to correct the unit price error. The change order will reduce the awarded contract amount by $40,000.

Based on the summary above, if the City Council wishes to award the Project to the lowest bidder, then Veit & Company, Inc. should be awarded the Project on the Total Bid Amount of $1,491,554,35.

If you have any questions, please feel free to contact me at (763) 732-8751.

Sincerely,

Bolton & Menk, Inc.

Eric Seaburg

Eric Seaburg, P.E.
Project Manager

h:\ingh\t18116599\6_plans-specs\b_bid tabulation\116599 bid results ltr.docx

Bolton & Menk is an equal opportunity employer.

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

May 22, 2019

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

Attn: Mr. Steve Dodge
sdodge@invergroveheights.org

RE: Construction Testing Services Proposal
Atwater Path Pavement Replacement
Inver Grove Heights, MN
City Project No. 2018-09D
AET Proposal No. 20-21379

Dear Mr. Dodge:

American Engineering Testing, Inc. (AET) is pleased to offer construction testing services to the City of Inver Grove Heights (hereafter referred to as the Client) for the referenced project. This proposal has been prepared in response to Mr. Eric Seaburg with Bolton & Menk's email request, dated May 14, 2019 and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

PROJECT INFORMATION

We understand the City of Inver Grove Heights will make improvements to the following:

- Atwater Path E.
- Slope stabilization south of Atwater Path.

Atwater Path will have full-depth reclamation including 5 inches of bituminous, 4 inches of compacted reclaim material over the existing sub-base.

Sewer and watermain improvements will be made including reconstruction of the existing slope near Atwater Path.

AVAILABLE BID INFORMATION

Project documents provided to assist us in preparing this proposal included the following:

- Project Plans (Bid set, dated January 14, 2019).
- Project Manual (Bid set, dated January 14, 2019).

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

SCOPE OF SERVICES

Based on correspondence with Mr. Eric Seaburg with Bolton & Menk, and our review of the available plans and specifications, our anticipated scope of services is outlined as follows.

Excavation Observations and Soil Testing

During excavation for the Atwater slope stabilization, a Staff Engineer or Senior Engineering Technician from our firm will visit the site on a will-call basis to perform the following services, if requested:

- Observe the soils in the bottoms of the excavations completed at that time.
- Perform shallow hand auger borings in the excavations.
- Perform hand cone penetrometer (HCP) probes in the excavations.
- Evaluate the suitability of the soils present in the excavations to support the anticipated fill, and pavement loads.
- Document the elevations at various locations at the bottoms of the excavations.

During placement of fill in the utility trench and slope excavations, an experienced Engineering Technician will visit the site on a will-call basis to test the compaction of the fill. The technician will perform the following services:

- In-place field density tests to evaluate the compaction of the fill soils using the nuclear density gauge or sand cone method.
- Standard Proctor tests for each different type of fill encountered at the test locations.
- Obtain samples of sand fill and/or aggregate base materials for sieve analysis tests.

Concrete Testing

Personnel from AET will perform testing of concrete on a will-call basis when requested by the contractor. These services will be performed by experienced, ACI certified Engineering Technicians at the frequencies required by the project specifications. Document that the correct mix is delivered to the site by checking the delivery slips.

- Test the slump of the plastic concrete delivered to the site.
- Test the air content of the plastic concrete delivered to the site.
- Measure the temperature of the plastic concrete delivered to the site.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized personnel at the site.

During placement of the concrete, our Engineering Technicians will also cast test cylinders for compressive strength testing. We anticipate casting set of cylinders for every 100 cubic yards (or fraction thereof) of each type of concrete placed each day. Each set will consist of four cylinders;

one which will be tested after 7 days and two which will be tested after 28 days. The fourth cylinder will be held in reserve for future testing, if required. AET will also pick up the cylinders from the site and return them to our laboratory for moist curing and testing. The results of our compressive strength tests will be presented periodically, as they become available.

Bituminous Subgrade Test-Roll Observations and Testing

During or after final grading of the pavement subgrade soils, AET personnel will observe test-rolling of the pavement subgrade soils. These observations will be performed by a Staff Engineer on a will-call basis. Our scope of services will include the following:

- Observe the reaction/stability of the pavement subgrade soils as they are test-rolled by a loaded, tandem-axle dump truck.
- Evaluate the subgrade deflections under the wheel loads, and mark areas of excessive deflection. Areas of excessive deflection will be shown to personnel from the contractor and/or their subcontractors.
- Provide recommendations for correction of the unstable subgrade soils.

After placement of the Class 5 aggregate base, an Engineering Technician from our firm will test the compaction of these materials by performing DCP testing.

Bituminous Testing

When placement of the bituminous base and wear layers begins, an experienced Engineering Technician II will make site visits on a will-call basis to observe the placement and rolling of the bituminous layers and to perform testing of the bituminous. The technician will perform the following services:

- Measure the temperature of the bituminous as it is placed and while it is being rolled.
- Measure the thickness of the bituminous layer while it is being rolled.
- Help to establish a rolling pattern each day by observing the number of passes the roller makes over the bituminous, and measuring the density of the bituminous during the rolling to evaluate how many passes are needed to reach the maximum density.
- Obtain samples of the bituminous for laboratory testing.

The samples retrieved from the site will be tested in our laboratory for MnDOT Gyratory properties, including:

- Gyratory density, Rice specific gravity, Asphalt Film Thickness (AFT), Coarse Aggregate Angularity (CAA), and Fine Aggregate Angularity (FAA).
- Asphalt extraction and aggregate gradation.

After the completion of the paving, we will remove cores from the finished surface (when all layers are completed). Based on the size of the street reconstruction, we recommend a minimum of 3

core samples be taken. After the cores are removed, they will be returned to our laboratory for testing. This testing will include the following:

- Measure the thickness of each layer of the core sample.
- Determine the density of each layer of the core sample.
- Determine the percentage of the maximum Gmm of each layer of the core sample.

REPORTING

Reports presenting the results of our observations and testing services will be provided periodically during the various phases of construction. At the completion of construction, we will issue a final report summarizing the results of all observations and testing services, if requested.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services. This estimated total cost is based on our correspondence with Mr. Seaburg and our past experience with similar projects. Our estimated total cost will be $9,904. We refer you to the attached Fee Schedule for an itemization of how we arrived at this estimated cost.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this

proposal, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact me.

Sincerely,
American Engineering Testing, Inc.

Prepared By:

Ryan F. Schmidt, PE
Senior Engineer
Phone: (651) 789-4657
Email: rschmidt@amengtest.com

Reviewed By:

Ryan T. Menter, PE
Senior Engineer
Phone: (651) 789-4671
Email: rschmidt@amengtest.com

Attachments: Fee Schedule Tabulation
Construction Service Agreement – Terms and Conditions
W9
Certificate of Insurance

AET PROPOSAL No. 20-21379 ACCEPTANCE AND AUTHORIZATION

Signature _____ Date _____

Typed/Printed Name: _____

Company: _____

FEE SCHEDULE
PROJECT TESTING SERVICES
ATWATER PATH PAVEMENT REPLACEMENT
INVER GROVE HEIGHTS, MINNESOTA
AET PROJECT NO. 20-21379

AMERICAN ENGINEERING TESTING, INC.

SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Excavation Observation & Soil Compaction Testing			
1. Staff Engineer I for observations of excavations, subgrade test rolls, consultation and reporting **(services provided on a will-call basis - assumes 5 trips to the jobsite)**.	25 hours	$128.00	$3,200.00
2. Engineering Technician II time for soil compaction testing **(services provided on a will-call basis - assumes 7 trips to the jobsite)**.	14 hours	$88.00	$1,232.00
3. Personal or Company vehicle mileage.	300 miles	$0.75	$225.00
4. Nuclear density gauge test.	15 tests	$28.00	$420.00
5. Dynamic cone penetrometer test.	6 tests	$50.00	$300.00
6. Standard Proctor tests (Methods A or B).	2 tests	$130.00	$260.00
7. Sieve tests of granular fill and Class 5 aggregate base.	4 tests	$100.00	$400.00
Concrete Testing			
1. Engineering Technician II for testing of concrete only - NO OBSERVATIONS OF REINFORCING STEEL **(services provided on a will-call basis - assumes 2 trips to the jobsite)**.	5 hours	$88.00	$440.00
2. Personal or Company vehicle mileage.	50 miles	$0.75	$37.50
3. Curing, handling and compressive strength testing of 4" x 8" or 6" x 12" concrete test cylinders (includes handling of non-tested cylinders).	8 cyls.	$25.00	$200.00
4. Concrete cylinder pick-up service from jobsite.	2 trips	$75.00	$150.00
Bituminous Testing			
1. Engineering Technician II for observations of bituminous placement, establishing roll pattern, thickness and density testing, and obtaining samples for laboratory testing **(services provided on a will-call basis - assumes 2 trips to the jobsite)**.	5 hours	$88.00	$440.00
2. Personal or Company vehicle mileage.	50 miles	$0.75	$37.50

FEE SCHEDULE
PROJECT TESTING SERVICES
ATWATER PATH PAVEMENT REPLACEMENT
INVER GROVE HEIGHTS, MINNESOTA
AET PROJECT NO. 20-21379

AMERICAN ENGINEERING TESTING, INC.

SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Bituminous Testing - Continued			
3. Removal of cores from finished bituminous surface (includes all personnel, equipment rental and patching materials).	3 cores	$120.00	$360.00
4. Thickness and density tests of bituminous core samples.	6 tests	$45.00	$270.00
5. MnDOT Gyratory properties of bituminous; including Asphalt Extraction and Aggregate Gradation tests, Rice Specific Gravity test, and Gyratory Density test.	2 tests	$500.00	$1,000.00
Project Management & Coordination			
1. Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	5 hours	$148.00	$740.00
2. Principal Engineer for special consultation and report review.	1 hour	$165.00	$165.00
3. Personal or Company vehicle mileage.	36 miles	$0.75	$27.00
	ESTIMATED BUDGET		**$9,904.00**

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

Dear Client,

The following paperwork is enclosed:

1. AET's Proposal with Terms and Conditions (Please sign and return to your AET contact)
2. Proof of Insurance (Please give to your accounting department)
3. W9 (Please give to your accounting department)

*****If your company is South Dakota or Iowa Sales Tax exempt, please send your tax exempt certificate back with your signed proposal.**

Please let me know if you have any questions and thank you for choosing AET!

Thank you,

Robert Krogsgaard
CFO, American Engineering Testing, Inc.

550 Cleveland Avenue North | Saint Paul, MN 55114
Phone (651) 659-9001 | (800) 972-6364 | Fax (651) 659-1379 | www.amengtest.com | AA/EEO
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AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

May 22, 2019

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

Attn: Mr. Steve Dodge
sdodge@invergroveheights.org

RE: Construction Testing Services Proposal
55th Street & 55th Street Court Reconstruction
Inver Grove Heights, MN
City Project No. 2018-09F
AET Proposal No. 20-21404

Dear Mr. Dodge:

American Engineering Testing, Inc. (AET) is pleased to offer construction testing services to the City of Inver Grove Heights (hereafter referred to as the Client) for the referenced project. This proposal has been prepared in response to Mr. Eric Seaburg with Bolton & Menk's email request, dated May 14, 2019 and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

PROJECT INFORMATION

We understand the City of Inver Grove Heights will make improvements to the following:

- 55th Street & 55th Street Court.
- 55th Street offline storm sewer.

55th Street and 55th Street Court will undergo full street reconstruction including 4 inches of bituminous, 8 or 6 inches of aggregate base (8 inches for 55th Street and 6 inches for 55th Street Court), 24 inches of select granular fill and geotextile fabric above the subgrade.

Sewer and watermain improvements will be made including new offline storm sewer east of 55th Street from MH-31 to Schmitt Lake.

AVAILABLE BID INFORMATION

Project documents provided to assist us in preparing this proposal included the following:

- Project Plans (Bid set, dated January 14, 2019).
- Project Manual (Bid set, dated January 14, 2019).

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

- Limited Phase 1 Environmental Site Assessment (AET Project 01-20100, dated November 30, 2018).

SCOPE OF SERVICES

Based on correspondence with Mr. Eric Seaburg with Bolton & Menk, and our review of the available plans and specifications, our anticipated scope of services is outlined as follows.

Excavation Observations and Soil Testing

During excavation for the street reconstruction, a Staff Engineer or Senior Engineering Technician from our firm will visit the site on a will-call basis to perform the following services, if requested:

- Observe the soils in the bottoms of the excavations completed at that time.
- Perform shallow hand auger borings in the excavations.
- Perform hand cone penetrometer (HCP) probes in the excavations.
- Evaluate the suitability of the soils present in the excavations to support the anticipated fill, and pavement loads.
- Document the elevations at various locations at the bottoms of the excavations.

During placement of fill in the roadway and utility trench excavations, an experienced Engineering Technician will visit the site on a will-call basis to test the compaction of the fill. The technician will perform the following services:

- In-place field density tests to evaluate the compaction of the fill soils using the nuclear density gauge or sand cone method.
- Standard Proctor tests for each different type of fill encountered at the test locations.
- Obtain samples of sand fill and/or aggregate base materials for sieve analysis tests.

Concrete Testing

Personnel from AET will perform testing of concrete on a will-call basis when requested by the contractor. These services will be performed by experienced, ACI certified Engineering Technicians at the frequencies required by the project specifications. Document that the correct mix is delivered to the site by checking the delivery slips.

- Test the slump of the plastic concrete delivered to the site.
- Test the air content of the plastic concrete delivered to the site.
- Measure the temperature of the plastic concrete delivered to the site.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized personnel at the site.

During placement of the concrete, our Engineering Technicians will also cast test cylinders for compressive strength testing. We anticipate casting set of cylinders for every 100 cubic yards (or fraction thereof) of each type of concrete placed each day. Each set will consist of four cylinders; one which will be tested after 7 days and two which will be tested after 28 days. The fourth cylinder will be held in reserve for future testing, if required. AET will also pick up the cylinders from the site and return them to our laboratory for moist curing and testing. The results of our compressive strength tests will be presented periodically, as they become available.

Bituminous Subgrade Test-Roll Observations and Testing

During or after final grading of the pavement subgrade soils, AET personnel will observe test-rolling of the pavement subgrade soils. These observations will be performed by a Staff Engineer on a will-call basis. Our scope of services will include the following:

- Observe the reaction/stability of the pavement subgrade soils as they are test-rolled by a loaded, tandem-axle dump truck.
- Evaluate the subgrade deflections under the wheel loads, and mark areas of excessive deflection. Areas of excessive deflection will be shown to personnel from the contractor and/or their subcontractors.
- Provide recommendations for correction of the unstable subgrade soils.

After placement of the Class 5 aggregate base, an Engineering Technician from our firm will test the compaction of these materials by performing DCP testing.

Bituminous Testing

When placement of the bituminous base and wear layers begins, an experienced Engineering Technician II will make site visits on a will-call basis to observe the placement and rolling of the bituminous layers and to perform testing of the bituminous. The technician will perform the following services:

- Measure the temperature of the bituminous as it is placed and while it is being rolled.
- Measure the thickness of the bituminous layer while it is being rolled.
- Help to establish a rolling pattern each day by observing the number of passes the roller makes over the bituminous, and measuring the density of the bituminous during the rolling to evaluate how many passes are needed to reach the maximum density.
- Obtain samples of the bituminous for laboratory testing.

The samples retrieved from the site will be tested in our laboratory for MnDOT Gyratory properties, including:

- Gyratory density, Rice specific gravity, Asphalt Film Thickness (AFT), Coarse Aggregate Angularity (CAA), and Fine Aggregate Angularity (FAA).
- Asphalt extraction and aggregate gradation.

After the completion of the paving, we will remove cores from the finished surface (when all layers are completed). Based on the size of the street reconstruction, we recommend a minimum of 3 core samples be taken. After the cores are removed, they will be returned to our laboratory for testing. This testing will include the following:

- Measure the thickness of each layer of the core sample.
- Determine the density of each layer of the core sample.
- Determine the percentage of the maximum Gmm of each layer of the core sample.

Environmental Services

AET will perform environmental assessment services during excavation of 55th Street E in the area adjacent to 5465 Babcock Trail. This was identified as a high-risk site in our Limited Phase 1 Environmental Site Assessment Report. Our services will be provided on a will-call, as-requested basis as notified by the City of Inver Grove Heights personnel and will include the following:

- Mobilize to the site to observe excavation limits.
- With the aid of the excavation contractor and backhoe/bulldozer, collect soil samples for field screening using a photoionization detector (PID) following the MPCA soil headspace method for screening organic vapors.
- Aid the contractor in determining whether the excavated soils are environmentally suitable for reuse or should be hauled to a landfill.
- Submit up to 3 soil samples to a laboratory for analytical testing of some of the following analytical parameters: volatile organic compounds (VOCs), diesel range organics (DRO) with silica gel clean up, polychlorinated biphenyls (PCB), polynuclear aromatic hydrocarbons (PAH) standard list, gasoline range organics (GRO), Toxicity Characteristic Leaching Procedure (TCLP) and/or the eight Resource Conservation and Recovery Act (RCRA) metals, if needed
- Assist the client with competing a waste profile for disposal of soil at suitable landfill, if needed.
- Prepare a letter report with recommendations for environmental soils management, if needed.

REPORTING

Reports presenting the results of our observations and testing services will be provided periodically during the various phases of construction. At the completion of construction, we will issue a final report summarizing the results of all observations and testing services, if requested.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services. This estimated total cost is based on our correspondence with Mr. Seaburg and our past experience with similar projects. Our estimated total cost will be $15,980.50. We refer you to the attached Fee Schedule for an itemization of how we arrived at this estimated cost.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact me.

Sincerely,
American Engineering Testing, Inc.

Prepared By:

Ryan F. Schmidt, PE
Senior Engineer
Phone: (651) 789-4657
Email: rschmidt@amengtest.com

Reviewed By:

Ryan T. Menter, PE
Senior Engineer
Phone: (651) 789-4671
Email: rschmidt@amengtest.com

Attachments: Fee Schedule Tabulation
Construction Service Agreement – Terms and Conditions
W9
Certificate of Insurance

AET PROPOSAL No. 20-21404 ACCEPTANCE AND AUTHORIZATION

Signature _____ Date _____

Typed/Printed Name:_____

Company:_____

FEE SCHEDULE
PROJECT TESTING SERVICES
55TH STREET COURT IMPROVEMENTS
INVER GROVE HEIGHTS, MINNESOTA
AET PROJECT NO. 20-21379

AMERICAN ENGINEERING TESTING, INC.

SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Excavation Observation & Soil Compaction Testing			
1. Staff Engineer I for observations of excavations, subgrade test rolls, consultation and reporting **(services provided on a will-call basis - assumes 2 trips to the jobsite)**.	4 hours	$128.00	$512.00
2. Engineering Technician II time for soil compaction testing **(services provided on a will-call basis - assumes 15 trips to the jobsite)**.	30 hours	$88.00	$2,640.00
3. Personal or Company vehicle mileage.	425 miles	$0.75	$318.75
4. Nuclear density gauge test.	45 tests	$28.00	$1,260.00
5. Dynamic cone penetrometer test.	6 tests	$50.00	$300.00
6. Standard Proctor tests (Methods A or B).	3 tests	$130.00	$390.00
7. Sieve tests of granular fill and Class 5 aggregate base.	6 tests	$100.00	$600.00
Concrete Testing			
1. Engineering Technician II for testing of concrete only - NO OBSERVATIONS OF REINFORCING STEEL **(services provided on a will-call basis - assumes 5 trips to the jobsite)**.	12 hours	$88.00	$1,056.00
2. Personal or Company vehicle mileage.	125 miles	$0.75	$93.75
3. Curing, handling and compressive strength testing of 4" x 8" or 6" x 12" concrete test cylinders (includes handling of non-tested cylinders).	20 cyls.	$25.00	$500.00
4. Concrete cylinder pick-up service from jobsite.	5 trips	$75.00	$375.00
Bituminous Testing			
1. Engineering Technician II for observations of bituminous placement, establishing roll pattern, thickness and density testing, and obtaining samples for laboratory testing **(services provided on a will-call basis - assumes 2 trips to the jobsite)**.	5 hours	$88.00	$440.00
2. Personal or Company vehicle mileage.	50 miles	$0.75	$37.50

FEE SCHEDULE
PROJECT TESTING SERVICES
55TH STREET COURT IMPROVEMENTS
INVER GROVE HEIGHTS, MINNESOTA
AET PROJECT NO. 20-21379

AMERICAN ENGINEERING TESTING, INC.

SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Bituminous Testing - Continued			
3. Removal of cores from finished bituminous surface (includes all personnel, equipment rental and patching materials).	3 cores	$120.00	$360.00
4. Thickness and density tests of bituminous core samples.	6 tests	$45.00	$270.00
5. MnDOT Gyratory properties of bituminous; including Asphalt Extraction and Aggregate Gradation tests, Rice Specific Gravity test, and Gyratory Density test.	2 tests	$500.00	$1,000.00
Environmental Services			
1. Environmental Technician III time for observations of excavations, sample collection, stockpile sampling, and reporting **(services provided on a will-call basis - assumes 2 trips total)**.	10 hours	$105.00	$1,050.00
2. Personal or Company vehicle mileage.	50 miles	$0.75	$37.50
3. Soil screening (photoionization detector use).	2 days	$120.00	$240.00
4. Soil Samples from stockpiles (VOCs/GRO/DRO-Si Gel/PCBs/RCRA metals TCLP).	3 tests	$400.00	$1,200.00
5. Senior Geologist for coordination of environmental personnel and activities, consultation, and report(s) preparation.	15 hours	$148.00	$2,220.00
Project Management & Coordination			
1. Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	6 hours	$148.00	$888.00
2. Principal Engineer for special consultation and report review.	1 hour	$165.00	$165.00
3. Personal or Company vehicle mileage.	36 miles	$0.75	$27.00
	ESTIMATED BUDGET		**$15,980.50**

ABSTRACT OF BIDS
ATWATER PATH PAVEMENT REPLACEMENT
55TH STREET & 55TH STREET COURT RECONSTRUCTION
CITY PROJECT NOS. 2018-09D & 2018-09F
CITY OF INVER GROVE HEIGHTS, MINNESOTA
BMI PROJECT NO. T18.116599
BID DATE: APRIL 15, 2019 AT 11:00 AM

ITEM NO.	SPEC NO.	ITEM	APPROX. QUANT.	UNIT	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	1 VEIT & COMPANY, INC. UNIT PRICE	1 VEIT & COMPANY, INC. AMOUNT	2 MAX STEININGER, INC. UNIT PRICE	2 MAX STEININGER, INC. AMOUNT	3 PARK CONSTRUCTION COMPANY UNIT PRICE	3 PARK CONSTRUCTION COMPANY AMOUNT	4 MILLER EXCAVATING, INC. UNIT PRICE	4 MILLER EXCAVATING, INC. AMOUNT
SCHEDULE 1: 55TH STREET & 55TH STREET COURT RECONSTRUCTION (CP 2018-09F)														
PART 1: STREETS														
1	2021.501	MOBILIZATION	1	LS	$38,833.72	$38,833.72	$19,955.00	$19,955.00	$40,000.00	$40,000.00	$81,000.00	$81,000.00	$47,235.00	$47,235.00
2	2101.524	CLEARING	4	TREE	$7,500.00	$30,000.00	$451.00	$1,804.00	$235.99	$943.96	$832.00	$3,328.00	$365.00	$1,460.00
3	2101.524	GRUBBING	4	TREE	$7,500.00	$30,000.00	$226.00	$904.00	$94.39	$377.56	$489.00	$1,956.00	$185.00	$740.00
4	2104.502	SALVAGE SIGN TYPE C	10	EACH	$45.00	$450.00	$45.75	$457.50	$43.85	$438.50	$41.60	$416.00	$50.00	$500.00
5	2104.503	REMOVE CURB & GUTTER	2295	LF	$3.75	$8,606.25	$2.55	$5,852.25	$2.65	$6,081.75	$2.85	$6,540.75	$4.75	$10,901.25
6	2104.504	REMOVE BITUMINOUS PAVEMENT (P)	5883	SY	$3.50	$20,590.50	$2.85	$16,766.55	$5.25	$30,885.75	$2.10	$12,354.30	$1.95	$11,471.85
7	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	73	SY	$20.00	$1,460.00	$8.50	$620.50	$11.22	$819.06	$15.90	$1,160.70	$21.56	$1,573.88
8	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	498	SY	$6.00	$2,988.00	$2.40	$1,195.20	$5.39	$2,684.22	$9.45	$4,706.10	$10.00	$4,980.00
9	2105.504	GEOTEXTILE FABRIC, TYPE V, WOVEN	6755	SY	$1.75	$11,821.25	$1.15	$7,768.25	$1.43	$9,659.65	$2.70	$18,238.50	$2.45	$16,549.75
10	2105.607	COMMON EXCAVATION (P)	6732	CY	$17.50	$117,810.00	$27.05	$182,100.60	$19.50	$131,274.00	$14.15	$95,257.80	$14.00	$94,248.00
11	2105.607	COMMON EXCAVATION - CONTAMINATED MATERIAL	171	CY	$50.00	$8,550.00	$43.30	$7,404.30	$60.92	$10,417.32	$48.80	$8,344.80	$54.00	$9,234.00
12	2105.607	SUBGRADE EXCAVATION (CORRECTION)	563	CY	$20.00	$11,260.00	$18.40	$10,359.20	$17.24	$9,706.12	$10.00	$5,630.00	$14.00	$7,882.00
13	2105.609	STABILIZING AGGREGATE	1013	TON	$25.00	$25,325.00	$26.50	$26,844.50	$21.72	$22,002.36	$16.00	$16,208.00	$36.00	$36,468.00
14	2105.609	SELECT GRANULAR BORROW (P)	4503	CY	$6.00	$27,018.00	$21.30	$95,913.90	$16.82	$75,740.46	$18.60	$83,755.80	$21.01	$94,608.03
15	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	30	HR	$120.00	$3,600.00	$127.50	$3,825.00	$75.00	$2,250.00	$135.00	$4,050.00	$140.00	$4,200.00
16	2130.501	WATER	152	MGAL	$50.00	$7,600.00	$95.00	$14,440.00	$10.00	$1,520.00	$44.70	$6,794.40	$35.00	$5,320.00
17	2211.509	AGGREGATE BASE CLASS 5	2813	TON	$14.60	$41,069.80	$16.45	$46,273.85	$13.88	$39,044.44	$16.40	$46,133.20	$26.00	$73,138.00
18	2232.604	EDGE MILL BITUMINOUS SURFACE	95	SY	$5.00	$475.00	$6.00	$570.00	$14.05	$1,334.75	$12.50	$1,187.50	$9.00	$855.00
19	2331.603	JOINT ADHESIVE (MASTIC)	2496	LF	$1.00	$2,496.00	$0.75	$1,872.00	$0.59	$1,472.64	$0.56	$1,397.76	$0.50	$1,248.00
20	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	435	GAL	$2.50	$1,087.50	$5.00	$2,175.00	$3.47	$1,509.45	$2.50	$1,087.50	$2.40	$1,044.00
21	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	786	TON	$67.00	$52,662.00	$82.85	$65,120.10	$76.00	$59,736.00	$75.60	$59,421.60	$87.00	$68,382.00
22	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	786	TON	$67.00	$52,662.00	$71.00	$55,806.00	$69.62	$54,721.32	$71.30	$56,041.80	$84.50	$66,417.00
23	2360.509	TYPE SP 9.5 WEARING COURSE MITURE (2,E), DRIVEWAY	90	TON	$150.00	$13,500.00	$145.50	$13,095.00	$156.99	$14,129.10	$288.00	$25,920.00	$160.00	$14,400.00
24	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)	3	EACH	$750.00	$2,250.00	$654.00	$1,962.00	$1,089.96	$3,269.88	$710.00	$2,130.00	$650.00	$1,950.00
25	2503.603	4" OR 6" SOLID OR PERFORATED PVC PIPE DRAIN	2260	LF	$10.00	$22,600.00	$6.95	$15,707.00	$16.15	$36,499.00	$8.80	$19,888.00	$14.00	$31,640.00
26	2521.518	6" CONCRETE WALK	3050	SF	$7.00	$21,350.00	$5.65	$17,232.50	$6.38	$19,459.00	$5.85	$17,842.50	$6.50	$19,825.00
27	2521.518	PEDESTRIAN CURB RAMP	2	EACH	$1,200.00	$2,400.00	$1,063.00	$2,126.00	$1,075.24	$2,150.48	$998.00	$1,996.00	$1,185.00	$2,370.00
28	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	2363	LF	$13.50	$31,900.50	$16.70	$39,462.10	$16.08	$37,997.04	$15.70	$37,099.10	$18.00	$42,534.00
29	2531.503	CONCRETE CURB AND GUTTER DESIGN SURMOUNTABLE	133	LF	$13.50	$1,795.50	$23.95	$3,185.35	$21.30	$2,832.90	$22.50	$2,992.50	$25.70	$3,418.10
30	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	31	SY	$75.00	$2,325.00	$93.50	$2,898.50	$67.22	$2,083.82	$108.00	$3,348.00	$83.30	$2,582.30
31	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	141	SY	$87.00	$12,267.00	$98.50	$13,888.50	$76.57	$10,796.37	$106.00	$14,946.00	$93.80	$13,225.80
32	2531.601	DRIVEWAY (SPECIAL) ALLOWANCE	1	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
33	2531.607	HIGH EARLY STRENGTH CONCRETE SURCHARGE	30	CY	$5.00	$150.00	$20.00	$600.00	$27.15	$814.50	$19.10	$573.00	$22.00	$660.00
34	2540.601	MAILBOX MAINTENANCE	1	LS	$3,500.00	$3,500.00	$2,866.00	$2,866.00	$4,604.65	$4,604.65	$4,370.00	$4,370.00	$1,565.00	$1,565.00
35	2563.601	TRAFFIC CONTROL	1	LS	$5,000.00	$5,000.00	$1,714.00	$1,714.00	$1,644.52	$1,644.52	$1,560.00	$1,560.00	$7,500.00	$7,500.00
36	2564.518	SIGN PANELS TYPE C	16	SF	$60.00	$960.00	$57.00	$912.00	$47.69	$763.04	$52.00	$832.00	$78.15	$1,250.40
37	2564.602	SIGN PANEL TYPE SPECIAL	2	EACH	$400.00	$800.00	$457.00	$914.00	$400.16	$800.32	$416.00	$832.00	$300.50	$601.00
38	2564.602	INSTALL SALVAGED SIGN AND POST	4	EACH	$130.00	$520.00	$194.00	$776.00	$137.04	$548.16	$177.00	$708.00	$125.00	$500.00
39	2564.618	CONSTRUCTION SIGN - SPECIAL	48	SF	$40.00	$1,920.00	$22.85	$1,096.80	$27.41	$1,315.68	$20.80	$998.40	$30.06	$1,442.88
40	2572.610	TREE PRUNING	4	HR	$200.00	$800.00	$526.00	$2,104.00	$707.96	$2,831.84	$312.00	$1,248.00	$425.00	$1,700.00
41	2573.501	STABILIZED CONSTRUCTION EXIT	1	LS	$3,000.00	$3,000.00	$2,065.00	$2,065.00	$1,000.00	$1,000.00	$1,320.00	$1,320.00	$960.00	$960.00
42	2573.501	EROSION CONTROL SUPERVISOR	1	LS	$4,500.00	$4,500.00	$142.00	$142.00	$1,500.00	$1,500.00	$985.00	$985.00	$8,500.00	$8,500.00

ITEM NO.	SPEC NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
43	2573.502	STORM DRAIN INLET PROTECTION	10	EACH	$180.00	$1,800.00	$175.50	$1,755.00	$125.00	$1,250.00	$193.00	$1,930.00	$185.00	$1,850.00
44	2573.503	SEDIMENT CONTROL LOGS, TYPE COMPOST	50	LF	$3.00	$150.00	$3.30	$165.00	$4.43	$221.50	$4.15	$207.50	$5.00	$250.00
45	2573.601	STORMWATER MANAGEMENT ALLOWANCE	1	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
46	2574.507	BOULEVARD TOPSOIL BORROW, 4" THICK	657	CY	$30.00	$19,710.00	$43.00	$28,251.00	$20.00	$13,140.00	$20.00	$13,140.00	$36.00	$23,652.00
47	2575.604	FUTERRA FIBER MAT, SEED 25-151, FERTILIZER	2987	SY	$4.00	$11,948.00	$2.25	$6,720.75	$2.33	$6,959.71	$2.20	$6,571.40	$3.95	$11,798.65
48	2582.503	12" SOLID LINE WHITE - MULTI COMP	40	LF	$5.00	$200.00	$13.50	$540.00	$73.45	$2,938.00	$12.50	$500.00	$14.45	$578.00
				PART 1 TOTAL:		$ $671,711.02		$ $738,206.20		$ $682,168.82		$ $686,947.91		$ $763,208.89
PART 2: SANITARY SEWER														
49	2104.502	REMOVE CASTING & RINGS (SANITARY)	6	EACH	$160.00	$960.00	$83.50	$501.00	$142.17	$853.02	$1,120.00	$6,720.00	$695.00	$4,170.00
50	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	6	EACH	$600.00	$3,600.00	$442.00	$2,652.00	$583.67	$3,502.02	$277.00	$1,662.00	$695.00	$4,170.00
51	2506.502	INSTALL NEW RINGS AND CASTING (SANITARY)	1	EACH	$1,100.00	$1,100.00	$1,113.00	$1,113.00	$955.68	$955.68	$1,740.00	$1,740.00	$1,695.00	$1,695.00
52	2506.602	RECONSTRUCT SANITARY MANHOLE	5	EACH	$2,000.00	$10,000.00	$3,223.00	$16,115.00	$3,462.42	$17,312.10	$1,730.00	$8,650.00	$2,900.00	$14,500.00
				PART 2 TOTAL:		$ $15,660.00		$ $20,381.00		$ $22,622.82		$ $18,772.00		$ $24,535.00
PART 3: WATERMAIN														
53	2104.602	REMOVE HYDRANT & VALVE	4	EACH	$400.00	$1,600.00	$495.00	$1,980.00	$733.54	$2,934.16	$1,420.00	$5,680.00	$950.00	$3,800.00
54	2104.602	REMOVE CASTING & RINGS (WATER)	1	EACH	$160.00	$160.00	$82.50	$82.50	$237.36	$237.36	$157.00	$157.00	$695.00	$695.00
55	2504.602	HYDRANT & GATE VALVE	4	EACH	$9,000.00	$36,000.00	$12,600.00	$50,400.00	$8,687.27	$34,749.08	$8,900.00	$35,600.00	$6,555.00	$26,220.00
56	2504.602	REMOVE AND REPLACE GATE VALVE BOX	4	EACH	$1,500.00	$6,000.00	$11,110.00	$44,440.00	$1,710.98	$6,843.92	$700.00	$2,800.00	$1,235.00	$4,940.00
57	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS	4	EACH	$1,500.00	$6,000.00	$360.00	$1,440.00	$1,318.57	$5,274.28	$2,810.00	$11,240.00	$395.00	$1,580.00
58	2504.602	INSTALL NEW RINGS AND CASTING (WATER)	1	EACH	$1,100.00	$1,100.00	$1,113.00	$1,113.00	$1,396.46	$1,396.46	$966.00	$966.00	$1,695.00	$1,695.00
59	2504.608	DUCTILE IRON FITTINGS	300	POUND	$7.00	$2,100.00	$3.20	$960.00	$5.44	$1,632.00	$7.80	$2,340.00	$3.00	$900.00
				PART 3 TOTAL:		$ $52,960.00		$ $100,415.50		$ $53,067.26		$ $58,783.00		$ $39,830.00
PART 4: STORM SEWER														
60	2104.502	REMOVE DRAINAGE STRUCTURE	9	EACH	$550.00	$4,950.00	$475.50	$4,279.50	$421.53	$3,793.77	$1,270.00	$11,430.00	$320.00	$2,880.00
61	2104.502	REMOVE CASTING & RINGS (STORM)	1	EACH	$160.00	$160.00	$83.00	$83.00	$142.17	$142.17	$157.00	$157.00	$650.00	$650.00
62	2104.503	REMOVE SEWER PIPE (STORM)	210	LF	$13.00	$2,730.00	$29.50	$6,195.00	$10.99	$2,307.90	$53.20	$11,172.00	$26.00	$5,460.00
63	2451.609	GRANULAR BACKFILL (STORM)	172	TON	$14.00	$2,408.00	$18.85	$3,242.20	$17.39	$2,991.08	$38.60	$6,639.20	$4.00	$688.00
64	2503.503	15" RC PIPE SEWER CLASS V	187	LF	$67.00	$12,529.00	$56.80	$10,621.60	$64.90	$12,136.30	$115.00	$21,505.00	$140.00	$26,180.00
65	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3'	6	EACH	$2,250.00	$13,500.00	$2,286.00	$13,716.00	$3,265.88	$19,595.28	$3,800.00	$22,800.00	$3,500.00	$21,000.00
66	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	3	EACH	$3,100.00	$9,300.00	$3,740.00	$11,220.00	$4,133.96	$12,401.88	$4,250.00	$12,750.00	$4,800.00	$14,400.00
67	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (SCICLONE)	2	EACH	$7,500.00	$15,000.00	$12,070.00	$24,140.00	$28,556.27	$57,112.54	$12,700.00	$25,400.00	$11,900.00	$23,800.00
68	2506.602	INSTALL NEW RINGS AND CASTING (STORM)	1	EACH	$1,100.00	$1,100.00	$1,110.00	$1,110.00	$531.72	$531.72	$1,740.00	$1,740.00	$1,695.00	$1,695.00
69	2506.602	CONNECT TO EXISTING STORM SEWER	6	EACH	$750.00	$4,500.00	$990.00	$5,940.00	$608.83	$3,652.98	$1,420.00	$8,520.00	$1,960.00	$11,760.00
70	2506.602	CONNECT TO EXISTING STORM STRUCTURE	2	EACH	$1,500.00	$3,000.00	$990.00	$1,980.00	$1,805.72	$3,611.44	$1,420.00	$2,840.00	$750.00	$1,500.00
71	2506.602	CONSTRUCT DRAINAGE STRUCTURE SUMP BASKET	6	EACH	$1,000.00	$6,000.00	$1,335.00	$8,010.00	$1,539.45	$9,236.70	$570.00	$3,420.00	$1,830.00	$10,980.00
				PART 4 TOTAL:		$ $75,177.00		$ $90,537.30		$ $127,513.76		$ $128,373.20		$ $120,993.00
		SCHEDULE 1, PARTS 1-4, 55TH STREET & 55TH STREET COURT RECONSTRUCTION (CP 2018-09F) TOTAL:				$ $815,508.02		$ $949,540.00		$ $885,372.66		$ $892,876.11		$ $948,566.89
SCHEDULE 2: 55TH STREET OFFLINE STORM SEWER (CP 2018-09F)														
72	2101.524	CLEARING	7	TREE	$750.00	$5,250.00	$451.00	$3,157.00	$235.99	$1,651.93	$832.00	$5,824.00	$365.00	$2,555.00
73	2101.524	GRUBBING	7	TREE	$750.00	$5,250.00	$226.00	$1,582.00	$94.39	$660.73	$489.00	$3,423.00	$185.00	$1,295.00
74	2104.502	REMOVE DRAINAGE STRUCTURE	1	EACH	$550.00	$550.00	$594.00	$594.00	$387.55	$387.55	$1,270.00	$1,270.00	$350.00	$350.00
75	2104.503	REMOVE SEWER PIPE (STORM)	8	LF	$13.00	$104.00	$54.00	$432.00	$9.63	$77.04	$53.40	$427.20	$26.00	$208.00
76	2105.609	STABILIZING AGGREGATE	100	TON	$25.00	$2,500.00	$33.00	$3,300.00	$32.33	$3,233.00	$23.00	$2,300.00	$36.00	$3,600.00
77	2451.609	GRANULAR BACKFILL (STORM)	191	TON	$14.00	$2,674.00	$23.00	$4,393.00	$11.48	$2,192.68	$38.60	$7,372.60	$6.00	$1,146.00

ITEM NO.	SPEC NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
78	2501.502	27" RC PIPE APRON	1	EACH	$5,000.00	$5,000.00	$6,575.00	$6,575.00	$6,168.62	$6,168.62	$3,670.00	$3,670.00	$5,030.00	$5,030.00
79	2503.503	27" RC PIPE CLASS IV	208	LF	$80.00	$16,640.00	$108.00	$22,464.00	$80.73	$16,791.84	$174.00	$36,192.00	$120.00	$24,960.00
80	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	2	EACH	$3,100.00	$6,200.00	$3,670.00	$7,340.00	$3,822.50	$7,645.00	$5,000.00	$10,000.00	$4,800.00	$9,600.00
81	2572.610	TREE PRUNING	2	HR	$200.00	$400.00	$526.50	$1,053.00	$707.96	$1,415.92	$312.00	$624.00	$425.00	$850.00
82	2506.602	CONNECT TO EXISTING STORM SEWER	1	EACH	$750.00	$750.00	$990.00	$990.00	$527.46	$527.46	$1,420.00	$1,420.00	$1,950.00	$1,950.00
83	2511.509	RANDOM RIPRAP, CLASS IV	30	CY	$120.00	$3,600.00	$90.00	$2,700.00	$130.64	$3,919.20	$129.00	$3,870.00	$100.00	$3,000.00
84	2573.503	SILT FENCE, TYPE MS	268	LF	$3.50	$938.00	$2.50	$670.00	$3.21	$860.28	$2.95	$790.60	$4.55	$1,219.40
85	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	102	LF	$14.00	$1,428.00	$20.25	$2,065.50	$8.86	$903.72	$8.30	$846.60	$10.00	$1,020.00
86	2575.604	FUTERRA FIBER MAT, NATIVE SEED, FERTILIZER	1518	SY	$4.50	$6,831.00	$2.60	$3,946.80	$2.33	$3,536.94	$2.20	$3,339.60	$4.95	$7,514.10
		SCHEDULE 2, 55TH STREET OFFLINE STORM SEWER (CP 2018-09F) TOTAL:				**$58,115.00**		**$61,262.30**		**$49,971.91**		**$81,369.60**		**$64,297.50**
SCHEDULE 3: ATWATER PATH PAVEMENT REPLACEMENT (CP 2018-09D)														
PART 1: STREETS														
87	2021.501	MOBILIZATION	1	LS	$20,730.47	$20,730.47	$14,015.00	$14,015.00	$21,000.00	$21,000.00	$53,900.00	$53,900.00	$7,900.00	$7,900.00
88	2104.503	REMOVE CURB & GUTTER (SPOT REPAIR)	665	LF	$14.00	$9,310.00	$5.60	$3,724.00	$10.61	$7,055.65	$14.10	$9,376.50	$5.00	$3,325.00
89	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	64	SY	$20.00	$1,280.00	$5.60	$358.40	$21.89	$1,400.96	$13.90	$889.60	$21.55	$1,379.20
90	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	48	SY	$6.00	$288.00	$6.00	$288.00	$19.46	$934.08	$10.70	$513.60	$11.25	$540.00
91	2105.507	SPOT SUBGRADE EXCAVATION (CORRECTION)	392	CY	$17.00	$6,664.00	$18.40	$7,212.80	$26.98	$10,576.16	$14.70	$5,762.40	$14.00	$5,488.00
92	2105.604	FINISH GRADING	5887	SY	$1.80	$10,596.60	$0.55	$3,237.85	$2.54	$14,952.98	$0.95	$5,592.65	$1.95	$11,479.65
93	2105.607	HAUL EXCESS RECLAIM MATERIAL OFF SITE	425	CY	$15.00	$6,375.00	$17.15	$7,288.75	$12.21	$5,189.25	$13.10	$5,567.50	$9.00	$3,825.00
94	2130.501	WATER	132	MGAL	$50.00	$6,600.00	$94.40	$12,460.80	$10.00	$1,320.00	$44.70	$5,900.40	$35.00	$4,620.00
95	2211.607	SUBGRADE CORRECTION W/ EXCESS RECLAIM	392	CY	$15.00	$5,880.00	$6.15	$2,410.80	$10.02	$3,927.84	$6.30	$2,469.60	$14.00	$5,488.00
96	2215.504	FULL DEPTH RECLAMATION (P)	5887	SY	$2.50	$14,717.50	$0.60	$3,532.20	$1.60	$9,419.20	$2.15	$12,657.05	$1.15	$6,770.05
97	2232.604	EDGE MILL BITUMINOUS SURFACE	22	SY	$5.00	$110.00	$6.00	$132.00	$19.31	$424.82	$20.80	$457.60	$9.00	$198.00
98	2331.603	JOINT ADHESIVE (MASTIC)	2734	LF	$1.00	$2,734.00	$0.70	$1,913.80	$0.59	$1,613.06	$0.56	$1,531.04	$0.50	$1,367.00
99	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	412	GAL	$2.50	$1,030.00	$4.80	$1,977.60	$3.49	$1,437.88	$2.50	$1,030.00	$2.40	$988.80
100	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	819	TON	$67.00	$54,873.00	$81.75	$66,953.25	$77.06	$63,112.14	$75.60	$61,916.40	$87.00	$71,253.00
101	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	1229	TON	$67.00	$82,343.00	$68.30	$83,940.70	$67.45	$82,896.05	$71.30	$87,627.70	$85.00	$104,465.00
102	2360.509	TYPE SP 9.5 WEARING COURSE MITURE (2,E), DRIVEWAY	10	TON	$150.00	$1,500.00	$178.00	$1,780.00	$255.68	$2,556.80	$287.00	$2,870.00	$135.00	$1,350.00
103	2531.503	CONCRETE CURB AND GUTTER SURMOUNTABLE (HAND POUR)	665	LF	$22.00	$14,630.00	$25.00	$16,625.00	$27.16	$18,061.40	$23.40	$15,561.00	$27.00	$17,955.00
104	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	64	SY	$75.00	$4,800.00	$88.50	$5,664.00	$67.22	$4,302.08	$103.00	$6,592.00	$83.30	$5,331.20
105	2531.607	HIGH EARLY STRENGTH CONCRETE SURCHARGE	30	CY	$5.00	$150.00	$20.25	$607.50	$27.15	$814.50	$19.10	$573.00	$22.00	$660.00
106	2563.601	TRAFFIC CONTROL	1	LS	$5,000.00	$5,000.00	$1,142.00	$1,142.00	$1,644.52	$1,644.52	$1,040.00	$1,040.00	$7,500.00	$7,500.00
107	2573.501	STABILIZED CONSTRUCTION EXIT	1	LS	$3,000.00	$3,000.00	$2,061.00	$2,061.00	$1,000.00	$1,000.00	$1,320.00	$1,320.00	$960.00	$960.00
108	2573.501	EROSION CONTROL SUPERVISOR	1	LS	$4,500.00	$4,500.00	$142.00	$142.00	$1,500.00	$1,500.00	$656.00	$656.00	$7,500.00	$7,500.00
109	2573.502	STORM DRAIN INLET PROTECTION	10	EACH	$180.00	$1,800.00	$175.00	$1,750.00	$125.00	$1,250.00	$188.00	$1,880.00	$290.00	$2,900.00
110	2573.503	SEDIMENT CONTROL LOGS, TYPE COMPOST	50	LF	$3.00	$150.00	$3.30	$165.00	$4.43	$221.50	$4.15	$207.50	$290.81	$14,540.50
111	2573.601	STORMWATER MANAGEMENT ALLOWANCE	1	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
112	2574.507	BOULEVARD TOPSOIL BORROW, 4" THICK	130	CY	$30.00	$3,900.00	$49.50	$6,435.00	$20.00	$2,600.00	$57.30	$7,449.00	$35.00	$4,550.00
113	2575.604	FUTERRA FIBER MAT, SEED 25-151, FERTILIZER	886	SY	$4.00	$3,544.00	$3.00	$2,658.00	$2.33	$2,064.38	$2.20	$1,949.20	$4.00	$3,544.00
				PART 1 TOTAL:		**$271,505.57**		**$253,475.45**		**$266,275.25**		**$300,289.74**		**$300,877.40**
PART 2: SANITARY SEWER														
114	2104.502	REMOVE CASTING & RINGS (SANITARY)	6	EACH	$160.00	$960.00	$83.00	$498.00	$142.17	$853.02	$1,900.00	$11,400.00	$695.00	$4,170.00
115	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	6	EACH	$600.00	$3,600.00	$442.00	$2,652.00	$590.77	$3,544.62	$277.00	$1,662.00	$695.00	$4,170.00
116	2506.602	INSTALL NEW RINGS AND CASTING (SANITARY)	5	EACH	$1,100.00	$5,500.00	$1,113.00	$5,565.00	$638.89	$3,194.45	$1,740.00	$8,700.00	$1,695.00	$8,475.00
117	2506.602	RECONSTRUCT SANITARY MANHOLE	1	EACH	$2,000.00	$2,000.00	$3,223.00	$3,223.00	$3,673.96	$3,673.96	$1,730.00	$1,730.00	$1,900.00	$1,900.00
				PART 2 TOTAL:		**$12,060.00**		**$11,938.00**		**$11,266.05**		**$23,492.00**		**$18,715.00**

ITEM NO.	SPEC NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
PART 3: WATERMAIN														
118	2104.502	REMOVE HYDRANT & VALVE	3	EACH	$400.00	$1,200.00	$495.00	$1,485.00	$780.53	$2,341.59	$1,420.00	$4,260.00	$950.00	$2,850.00
119	2504.602	HYDRANT & GATE VALVE	3	EACH	$9,000.00	$27,000.00	$12,353.00	$37,059.00	$9,374.48	$28,123.44	$10,000.00	$30,000.00	$6,980.00	$20,940.00
120	2504.602	REMOVE AND REPLACE GATE VALVE BOX	1	EACH	$1,500.00	$1,500.00	$1,132.00	$1,132.00	$1,690.89	$1,690.89	$700.00	$700.00	$1,235.00	$1,235.00
121	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS	1	EACH	$1,500.00	$1,500.00	$104.00	$104.00	$1,318.57	$1,318.57	$2,810.00	$2,810.00	$1,235.00	$1,235.00
122	2504.608	DUCTILE IRON FITTINGS	300	POUND	$8.50	$2,550.00	$3.00	$900.00	$5.29	$1,587.00	$7.60	$2,280.00	$4.00	$1,200.00
				PART 3 TOTAL:		**$33,750.00**		**$40,680.00**		**$35,061.49**		**$40,050.00**		**$27,460.00**
PART 4: STORM SEWER														
123	2104.502	REMOVE DRAINAGE STRUCTURE	7	EACH	$550.00	$3,850.00	$483.00	$3,381.00	$421.53	$2,950.71	$1,270.00	$8,890.00	$395.00	$2,765.00
124	2104.502	REMOVE CASTING & RINGS (STORM)	62	EACH	$160.00	$9,920.00	$83.00	$5,146.00	$142.17	$8,814.54	$157.00	$9,734.00	$695.00	$43,090.00
125	2104.503	REMOVE SEWER PIPE (STORM)	38	LF	$13.00	$494.00	$19.00	$722.00	$9.63	$365.94	$53.50	$2,033.00	$26.00	$988.00
126	2451.609	GRANULAR BACKFILL (STORM)	67	TON	$14.00	$938.00	$18.75	$1,256.25	$21.56	$1,444.52	$38.50	$2,579.50	$6.00	$402.00
127	2503.503	15" RC PIPE SEWER CLASS V	53	LF	$67.00	$3,551.00	$56.75	$3,007.75	$76.69	$4,064.57	$115.00	$6,095.00	$65.00	$3,445.00
128	2504.503	18" RC PIPE SEWER CLASS V	20	LF	$100.00	$2,000.00	$60.00	$1,200.00	$117.07	$2,341.40	$119.00	$2,380.00	$75.00	$1,500.00
129	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3'	5	EACH	$2,250.00	$11,250.00	$2,891.00	$14,455.00	$3,161.53	$15,807.65	$3,800.00	$19,000.00	$3,900.00	$19,500.00
130	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	2	EACH	$3,100.00	$6,200.00	$3,618.00	$7,236.00	$3,246.16	$6,492.32	$4,950.00	$9,900.00	$4,900.00	$9,800.00
131	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (SCICLONE)	2	EACH	$7,500.00	$15,000.00	$11,886.00	$23,772.00	$26,128.28	$52,256.56	$12,600.00	$25,200.00	$12,960.00	$25,920.00
132	2506.602	INSTALL NEW RINGS AND CASTING (STORM)	3	EACH	$1,100.00	$3,300.00	$1,113.00	$3,339.00	$627.14	$1,881.42	$1,740.00	$5,220.00	$1,695.00	$5,085.00
133	2506.602	CONNECT TO EXISTING STORM SEWER	7	EACH	$750.00	$5,250.00	$990.00	$6,930.00	$508.67	$3,560.69	$1,420.00	$9,940.00	$1,950.00	$13,650.00
134	2506.602	CONNECT TO EXISTING STORM STRUCTURE	1	EACH	$1,500.00	$1,500.00	$990.00	$990.00	$1,815.10	$1,815.10	$1,420.00	$1,420.00	$750.00	$750.00
				PART 4 TOTAL:		**$63,253.00**		**$71,435.00**		**$101,795.42**		**$102,391.50**		**$126,895.00**
		SCHEDULE 3, PARTS 1-4, ATWATER PATH PAVEMENT REPLACEMENT (CP 2018-09D) TOTAL:				**$380,568.57**		**$377,528.45**		**$414,398.21**		**$466,223.24**		**$473,947.40**
SCHEDULE 4: ATWATER PATH SLOPE STABILIZATION (CP 2018-09D)														
135	2101.524	CLEARING	4	TREE	$1,000.00	$4,000.00	$451.00	$1,804.00	$235.99	$943.96	$832.00	$3,328.00	$365.00	$1,460.00
136	2101.524	GRUBBING	4	TREE	$1,000.00	$4,000.00	$226.00	$904.00	$94.39	$377.56	$489.00	$1,956.00	$185.00	$740.00
137	2105.504	GEOTEXTILE FABRIC, TYPE V, WOVEN	11	SY	$1.75	$19.25	$3.30	$36.30	$46.66	$513.26	$29.00	$319.00	$20.00	$220.00
138	2105.601	SLOPE GRADING	1	LS	$10,000.00	$10,000.00	$5,800.00	$5,800.00	$7,433.85	$7,433.85	$6,880.00	$6,880.00	$14,980.00	$14,980.00
139	2105.607	COMMON EXCAVATION (P)	60	CY	$17.50	$1,050.00	$55.00	$3,300.00	$31.33	$1,879.80	$35.20	$2,112.00	$19.50	$1,170.00
140	2451.609	COARSE FILTER AGGREGATE	23	TON	$50.00	$1,150.00	$76.00	$1,748.00	$48.40	$1,113.20	$127.00	$2,921.00	$46.00	$1,058.00
141	2501.502	27" RC PIPE APRON	1	EACH	$5,000.00	$5,000.00	$4,298.00	$4,298.00	$11,678.41	$11,678.41	$4,720.00	$4,720.00	$3,200.00	$3,200.00
142	2503.503	27" RC PIPE CLASS IV	10	LF	$80.00	$800.00	$175.00	$1,750.00	$325.88	$3,258.80	$851.00	$8,510.00	$145.00	$1,450.00
143	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020 - SPECIAL	1	EACH	$5,500.00	$5,500.00	$9,394.00	$9,394.00	$12,865.21	$12,865.21	$12,300.00	$12,300.00	$8,190.00	$8,190.00
144	2506.602	CONNECT TO EXISTING STORM SEWER	1	EACH	$750.00	$750.00	$990.00	$990.00	$870.49	$870.49	$2,130.00	$2,130.00	$1,950.00	$1,950.00
145	2511.509	RANDOM RIPRAP, CLASS IV	30	CY	$120.00	$3,600.00	$94.75	$2,842.50	$130.64	$3,919.20	$129.00	$3,870.00	$100.00	$3,000.00
146	2572.610	TREE PRUNING	4	HR	$200.00	$800.00	$526.00	$2,104.00	$314.65	$1,258.60	$312.00	$1,248.00	$425.00	$1,700.00
147	2573.503	SILT FENCE, TYPE MS	200	LF	$3.50	$700.00	$3.00	$600.00	$3.21	$642.00	$3.00	$600.00	$3.50	$700.00
148	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	141	LF	$14.00	$1,974.00	$14.75	$2,079.75	$8.86	$1,249.26	$8.30	$1,170.30	$10.00	$1,410.00
149	2573.601	TEMPORARY EROSION CONTROL ALLOWANCE	1	LS	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00
150	2574.507	BOULEVARD TOPSOIL BORROW, 6" THICK	20	CY	$30.00	$600.00	$72.00	$1,440.00	$82.93	$1,658.60	$78.50	$1,570.00	$35.00	$700.00
151	2575.504	FUTERRA FIBER MAT, SEED 25-151, FERTILIZER	252	SY	$4.00	$1,008.00	$6.50	$1,638.00	$2.33	$587.16	$2.20	$554.40	$4.00	$1,008.00
152	2575.504	EROSION CONTROL BLANKET CATEGORY 3N, NATIVE SEED, FERTILIZER	160	SY	$4.50	$720.00	$1.65	$264.00	$3.10	$496.00	$2.90	$464.00	$5.00	$800.00
153	2575.504	TURF REINFORCEMENT MAT CATEGORY 3	160	SY	$35.00	$5,600.00	$16.50	$2,640.00	$19.94	$3,190.40	$18.70	$2,992.00	$24.00	$3,840.00
		SCHEDULE 4, ATWATER PATH SLOPE STABILIZATION (CP 2018-09D):				**$54,771.25**		**$51,132.55**		**$61,435.76**		**$65,144.70**		**$55,076.00**
SCHEDULE 5: EVP SITE BORROW PLACEMENT (CP 2017-07)														
154	2021.601	MOBILIZATION	1	LS	$3,000.00	$3,000.00	$2,789.00	$2,789.00	$2,000.00	$2,000.00	$468.00	$468.00	$7,500.00	$7,500.00

ITEM NO.	SPEC NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
155	2123.610	DOZER WITH OPERATOR	100	HOUR	$250.00	$25,000.00	$228.00	$22,800.00	$175.97	$17,597.00	$175.00	$17,500.00	$180.00	$18,000.00
156	2105.607	SALVAGE, STOCKPILE, AND RESPREAD TOPSOIL, 6" THICK	6500	CY	$5.00	$32,500.00	$3.65	$23,725.00	$10.20	$66,300.00	$3.20	$20,800.00	$6.00	$39,000.00
157	2573.503	SILT FENCE, TYPE MS	500	LF	$3.50	$1,750.00	$2.25	$1,125.00	$2.11	$1,055.00	$2.00	$1,000.00	$4.00	$2,000.00
158	2575.505	SEEDING	0.15	ACRE	$100.00	$15.00	$6,912.00	$1,036.80	$2,215.98	$332.40	$2,080.00	$312.00	$5,500.00	$825.00
159	2575.508	SEED MIXTURE 22-111	10	POUND	$3.50	$35.00	$1.15	$11.50	$3.32	$33.20	$3.10	$31.00	$6.00	$60.00
160	2575.508	HYDRAULIC BONDED FIBER MATRIX	525	POUND	$1.00	$525.00	$1.15	$603.75	$1.11	$582.75	$1.05	$551.25	$2.00	$1,050.00
		SCHEDULE 5, EVP SITE BORROW PLACEMENT (CP 2017-07)				$ $62,825.00		$ $52,091.05		$ $87,900.35		$ $40,662.25		$ $68,435.00

PROJECT SUMMARY

SCHEDULE 1, PARTS 1-4, 55TH STREET & 55TH STREET COURT RECONSTRUCTION (CP 2018-09F) TOTAL:	$815,508.02	$949,540.00	$885,372.66	$892,876.11	$948,566.89
SCHEDULE 2, 55TH STREET OFFLINE STORM SEWER (CP 2018-09F) TOTAL:	$58,115.00	$61,262.30	$49,971.91	$81,369.60	$64,297.50
SCHEDULE 3, PARTS 1-4, ATWATER PATH PAVEMENT REPLACEMENT (CP 2018-09D) TOTAL:	$380,568.57	$377,528.45	$414,398.21	$466,223.24	$473,947.40
SCHEDULE 4, ATWATER PATH SLOPE STABILIZATION (CP 2018-09D):	$54,771.25	$51,132.55	$61,435.76	$65,144.70	$55,076.00
SCHEDULE 5, EVP SITE BORROW PLACEMENT (CP 2017-07)	$62,825.00	$52,091.05	$87,900.35	$40,662.25	$68,435.00
SCHEDULE 1 + SCHEDULE 2 + SCHEDULE 3 + SCHEDULE 4 TOTAL + SCHEDULE 5 TOTAL:	$1,371,787.83	$1,491,554.35	$1,499,078.89	$1,546,275.90	$1,610,322.79

AGENDA ITEM 7C

CITY OF INVER GROVE HEIGHTS REQUEST FOR COUNCIL ACTION

Consider Change Order No. 1 for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements, City Project No. 2018-09F – 55th Street & 55th Street Court Reconstruction, and City Project No. 2017-07 – Met Council Grant (Heritage Village Park Soil Borrow Placement)

Meeting Date: May 28, 2019
Item Type: Regular
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Steve W. Dodge, Asst. City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

SDT SWD

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Pavement Management Fund, Special Assessments, Water Fund, Sewer Fund, Franchise Fee Fund, Met Council Grant

PURPOSE/ACTION REQUESTED

Consider Change Order No. 1 for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements, City Project No. 2018-09F – 55th Street & 55th Street Court Reconstruction, and City Project No. 2017-07 – Met Council Grant (Heritage Village Park Soil Borrow Placement).

SUMMARY

The improvements were ordered as part of the 2019 Pavement Management Program. The contract was awarded in the amount of $1,430,292.05 (Schedules 1, 3, 4, and 5) to Veit & Company, Inc., on May 28, 2019 for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements, City Project No. 2018-09F – 55th Street & 55th Street Court Reconstruction, and City Project No. 2017-07 – Met Council Grant (Heritage Village Park Soil Borrow Placement).

Bids for City Project Nos. 2018-09D, 2018-09F and 2017-07 were opened on April 15, 2019. The bid of the lowest responsible bidder, Veit & Company, Inc., included a unit price error on the Bid Form for the item "Remove and Replace Gate Valve Box" that increased their total bid by $40,000, while remaining the low bidder with a total bid of $1,430,292.05.

City staff has communicated the unit price error with Veit & Company, Inc. and they have agreed to execute Change Order 1 to rectify the unit price error on the Bid Form. The unit price adjustment will modify the contract as follows:

	Original Bid Form Amount		Corrected Bid Amount	
	Unit Price	Amount	Unit Price	Amount
Remove and Replace Gate Valve Box (Qty 4)	$11,110	$44,440	$1,110	$4,440
Schedule 1, Part 3 Total:		$100,415.50		$60,415.50
Schedule 1 Total:		$949,540.00		$909,540.000
Schedules (1, 3, 4, 5) Total:		$1,430,292.05		$1,390,292.05

I recommend approval of Change Order No. 1, in the amount of ($40,000) (for a revised contract amount of $1,390,292.05) for work on City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements, City Project No. 2018-09F – 55th Street and 55th Street Court Reconstruction, and City Project No. 2017-07 – Met Council Grant (Heritage Village Park Soil Borrow Placement).

SWD/nh
Attachments: Change Order No. 1

CHANGE ORDER NO. 1

2019 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2018-09D – ATWATER PATH PAVEMENT REPLACEMENT AND STORMWATER IMPROVEMENTS, CITY PROJECT NO. 2018-09F – 55TH STREET AND 55TH STREET COURT RECONSTRUCTION, AND CITY PROJECT NO. 2017-07 – MET COUNCIL GRANT (HERITAGE VILLAGE PARK SOIL BORROW PLACEMENT)

Owner:	City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance:	May 28, 2019
Contractor:	Veit & Company, Inc. 14000 Veit Place Rogers, MN 55374	Engineer:	Bolton & Menk, Inc.

PURPOSE OF CHANGE ORDER: The bidder's Bid Form included a unit price error for Item "Remove and Replace Gate Valve Box" under Part 3 of Schedule 1. This change order is being executed to rectify the unit bid price to what the bidder had intended the unit price bid for a quantity of 4 items from $11,110.00 each ($44,440 total) to $1,110.00 each ($4,440 total) for a total deduction of $40,000.00.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Proposed Contract Price: $1,430,292.05	Original Contract Time:
Previous Change Orders $0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order $1,430,292.05	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order ($40,000)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders $1,390,292.05	Contract Time with Approved Change
Recommended By: _____ Nick Hahn, Engineering Technician	Approved By: _____ Veit & Company, Inc.

Approved By:

Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

May 28, 2019

AGENDA ITEM 7D

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Resolution Approving a Temporary Easement Agreement and Waiver of Assessment Agreement for City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction

Meeting Date:	May 28, 2019
Item Type:	Regular
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Steve W. Dodge, Assistant City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director SDT

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Pavement Management Fund, Special Assessments, Sewer and Water Funds, Franchise Fee Fund

PURPOSE/ACTION REQUESTED

Consider resolution approving a Temporary Easement Agreement and Waiver of Assessment Agreement for City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction.

SUMMARY

Staff has worked with residents on the necessary agreements for City Project No. 2018-09F as listed:

1. Temporary Construction Agreement with Stephen and Cynthia Schmidt, 1915 55th Street East.

2. Waiver of Assessment Appeal Agreement for Amount up to $1,700 for Parcel No. 20-03210-10-010 (1915 55th Street East) relating to City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction

The City is slope grading and removing bushes on the landowner's property that will be affected by the project improvements which requires a Temporary Easement Agreement with said landowners. The City has agreed to a $1,700 pre-payment, in the form of an Assessment Waiver Agreement, being made by the City towards the amount being assessed for the project as outlined in the attached agreement. The landowners have signed the agreements.

Staff recommends approval of the resolution approving a Temporary Easement Agreement and approving a Waiver of Assessment Appeal Agreement with landowners for City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction

SWD/kf
Attachments: Resolution
Temporary Construction Easement
Waiver of Assessment Appeal Agreement for Amount up to $1,700

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION APPROVING TEMPORARY EASEMENT AGREEMENT AND WAIVER OF ASSESSMENT APPEAL AGREEMENT FOR CITY PROJECT NO. 2018-09F – 55TH STREET COURT AND 55TH STREET RECONSTRUCTION

RESOLUTION NO. _____

WHEREAS, City Project No. 2018-09F was ordered on January 14, 2019 and the assessment hearing for the project was held on May 28, 20198; and

WHEREAS, a temporary easement is required for slope grading removal of bushes at 1915 55th Street that will affect City Project No. 2019-09F; and

WHEREAS, payment for such easement in the amount of $1,700 is addressed per the Waiver of Assessment Agreement with the landowner.

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

The following agreements are hereby approved by Mayor and Council:

1. Temporary Construction Agreement with Stephen and Cynthia Schmidt, 1915 55th Street East.

2. Waiver of Assessment Appeal Agreement for Amount up to $1,700 for Parcel No. 20-03210-10-010 (1915 55th Street East) relating to City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction

3. Agreements shall be funded through the Pavement Management Fund.

Adopted by the City Council of Inver Grove Heights this 28th day of May 2019

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Interim Deputy Clerk

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made, granted and conveyed this 28th day of May, 2019, between **Stephen D. Schmidt and Cynthia A. Schmidt**, husband and wife, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, 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 grant and convey unto the City, its successors and assigns, the following:

> A temporary non-exclusive easement for grading, sloping, re-contouring, filling, excavation, drainage, slope establishment, soil stabilization, lateral support and construction purposes, and all such purposes ancillary, incident or related thereto (hereinafter "**Temporary Easement**") under, over, across, through and upon that real property identified and depicted on **Exhibit B**, (hereinafter the "**Temporary Easement Area**") attached hereto and incorporated herein by reference.

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 Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Temporary Construction Easement; and

b.) to maintain the Temporary Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches; and

c.) to remove from the Temporary Easement Area during the term of its existence the bushes (identified and agreed upon by Landowner) interfering with the

location and construction of City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction and to deposit earthen material in and upon the Temporary Easement Area; and

d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence 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 Temporary 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 against the City by a third party or by Landowner, their 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 themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the Temporary Easement Area depicted on Exhibit B and has good right to grant and convey the Temporary Easement herein to the City.

This Temporary Easement shall expire upon the occurrence of either of the following events or dates, whichever occurs first:

a. One (1) year after substantial completion of City Project No. 2018-09F (55th Street Court and 55th Street Reconstruction); or

b. December 31, 2020.

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

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

LANDOWNER:

Stephen D. Schmidt

Cynthia A. Schmidt

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 20th day of May, 2019, by Stephen D. Schmidt and Cynthia A. Schmidt, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

KATHLEEN JOAN FISCHER
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 1/31/2020

CITY OF INVER GROVE HEIGHTS:

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of May, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy 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 Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

This instrument was drafted by:
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

After recording, please return to:
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:

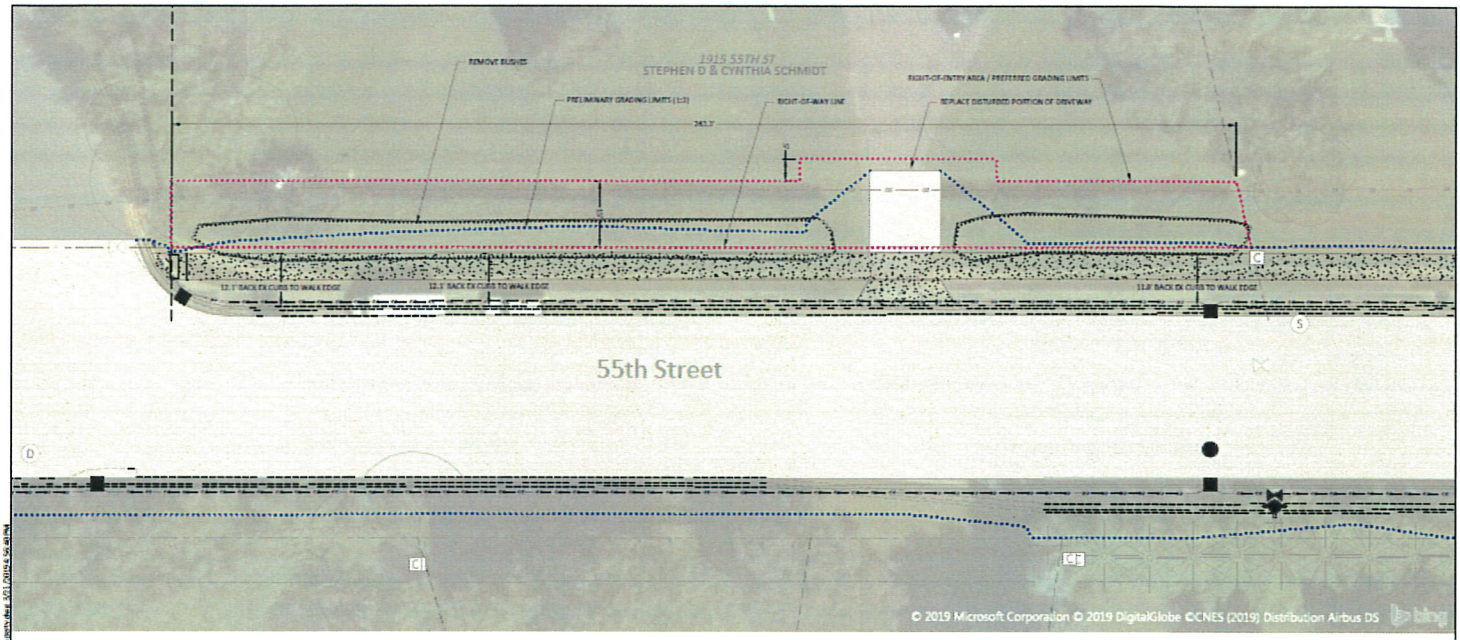
Commencing at a point in the one quarter section line beginning 2150 feet west of the one quarter section corner between sections 32 and 33 of Township 28, Range 22, thence East along the one quarter section line 1700 feet to the point of beginning of tract to be described; thence North 13 degrees West a distance of 225 feet, thence in a westerly direction parallel to the South line of the Northeast Quarter (NE1/4) of Section 32, Township 28, Range 22 a distance of 200 feet, thence at right angles to the south and parallel to the East line of the Northeast Quarter (NE1/4) of said Section 32, Township 28, Range 22, to the South line of said Northeast Quarter (NE1/4) of Section 32, Township 28, Range 22, thence East along said south line to the point of beginning, subject to easement for public highway.

EXHIBIT B
DEPICTION OF TEMPORARY EASEMENT AREA

55th Street - Reconstruction
Inver Grove Heights, MN

Property Exhibit - Right of Entry
1915 55TH STREET

BOLTON & MENK

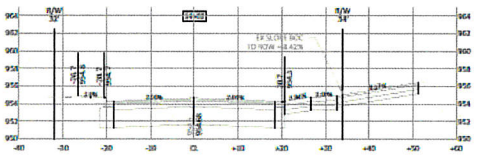


LEGEND

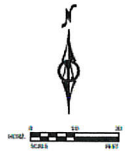
GRADING LIMITS

RIGHT-OF-ENTRY AREA (3,901 SF)

NOTE: ALL DISTURBED AREAS TO BE RESTORED WITH TOPSOIL, SEED, AND NETLESS BIO-BLANKET



PROPOSED DRIVEWAY CROSS SECTION



CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

WAIVER OF ASSESSMENT APPEAL AGREEMENT
FOR AMOUNT UP TO $1,700 FOR PARCEL NO. 20-03210-10-010 RELATING TO CITY PROJECT NO. 2018-09F – 55TH STREET COURT AND 55TH STREET RECONSTRUCTION

THIS WAIVER OF ASSESSMENT APPEAL AGREEMENT (Agreement) is made, entered into and effective this 28th day of May, 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "IGH"), and **Stephen D. Schmidt and Cynthia A. Schmidt** (hereafter referred to as "Landowner"). 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 Stephen D. Schmidt and Cynthia A. Schmidt, and their successors and assigns.

1.4 Project. "Project" means City of Inver Grove Heights Project No. City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction which project involves roadway improvements, milling, concrete curb and gutter removal and replacement, new sidewalk, storm sewer system replacement, drainage improvements, water quality improvements, sanitary sewer system repairs, water main system repairs appurtenances and restoration on the following streets:

- 55th Street from Babcock Trail to its terminus
- 55th Street Court from 55th Street to its terminus

1.5 Landowner Property. "Landowner Property" means Tax Parcel No. 20-03210-10-010 located in the City of Inver Grove Heights, County of Dakota, State of Minnesota legally described on Exhibit A attached hereto.

1.6 Feasibility Report. "Feasibility Report" means the Feasibility Report for 55th Street and 55th Street Court dated December 10, 2018 prepared by Bolton & Menk.

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. The City is planning to reconstruct several residential streets during the 2019 construction season in accordance with the Capital Improvement Plan. The City's 2019 work plan includes proposed street and utility improvements for the 55th Street and 55th Street Court neighborhood. The Landowner Property is located at 1915 – 55th Street East.

Recital No. 3. On December 10, 2018, the Council received the Feasibility Report and scheduled a public hearing for the Project. The City is assessing abutting properties (including the Landowner Property) for the cost of the improvements associated with the Project pursuant to Minnesota Statutes Chapter 429. The Landowner Property is being assessed the sum of $6,562 for the Project.

Recital No. 4. The City has requested that Landowner grant a Temporary Construction Easement to the City on the Landowner Property to allow the City to perform the following improvements on the Landowner Property as part of the Project:

- Grading
- Removal of bushes
- Installation of 6' sidewalk (1.5% transverse slope)
- Installation of 6' boulevard at 4% grade within the City's right-of-way

Recital No. 5. Landowner has agreed to grant the Temporary Construction Easement to the City in exchange for the City making a pre-payment towards the amount being assessed to the Landowner Property for the Project. The City has agreed to make a $1,700 pre-payment towards the amount being assessed to the Landowner Property for the Project.

Recital No. 6. Landowner is willing to waive its right to appeal the City assessment for the Landowner Property up to the amount of $6,562.

Recital No. 7. Landowner warrants and represents that, as of the date of this Agreement the undersigned Landowner is the fee title owner of the Landowner Property.

Recital No. 8. The City has explained the nature and scope of the Project with the undersigned Landowner.

Recital No. 9. The City has made available the cost and assessment information and an analysis concerning the benefit of the Project to the Landowner Property.

Recital No. 10. The undersigned Landowner has examined the Feasibility Report, the engineering data and cost calculations relating to the Project.

Recital No. 11. The undersigned Landowner, after reviewing all of the information about the Project and the information related to assessment methodology, has determined to waive its right to appeal assessments up to $6,562 against the Landowner Property for the Project.

Recital No. 12. Landowner acknowledges benefit to the Landowner Property from the Project up to $6,562.

ARTICLE 3
AGREEMENTS OF LANDOWNER

To induce the City to make a $1,700 pre-payment towards the assessment against the Landowner Property for the Project, the undersigned Landowner recognizes, acknowledges, and knowingly and voluntarily agrees that:

1. Landowner agrees that the Recitals in Article 2 are true and correct and are hereby made an integral part of this Agreement.

2. The Landowner Property will be specially benefitted up to $6,562 by the Project.

3. Landowner waives any and all procedural and substantive objections to the special assessment up to $6,562 against Landowner Property for the Project. Landowner hereby waives all notice and hearing requirements with respect to the ordering and construction of the Project. Landowner hereby waives all notice and hearing requirements with respect to imposition of the special assessment. Landowner hereby waives any claim that the special assessment against the Landowner Property up to the amount of $6,562 exceeds the benefit to the Landowner Property.

4. With respect to special assessments up to $6,562 against Landowner Property for the Project, Landowner waives any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081.

5. This Waiver shall be continuing and irrevocable. This Waiver is made knowingly and voluntarily by the undersigned Landowner.

6. All terms and conditions of this Waiver shall run with the Landowner Property herein described and shall be binding upon the Landowner Property and the successors and assigns of the undersigned Landowner. This Waiver shall also apply to any after-acquired title of Landowner in the Landowner Property.

7. The City may record this Waiver against the Landowner Property.

ARTICLE 4
AGREEMENTS OF CITY

The City agrees as follows:

1. The special assessment against the Landowner Property for the Project shall be $6,562.

2. The principal amount of the special assessments shall begin to accrue interest from and after January 1, 2020.

3. The interest rate payable on the unpaid principal amount of the special assessments shall be the same as the interest rate that the City imposes for City Project No. 2018-09F.

4. The principal amount of the special assessments shall be equally amortized over a ten year period with the first installment due and payable with taxes in calendar year 2020.

5. Landowner shall have the right to fully pay the levied principal amount of the assessments within 30 days after levy with no interest.

6. Prior to certification of the assessment to Dakota County for collection and prior to any payment of the assessment by the Landowner, the City will pre-pay $1,700 toward payment of the assessment with the result that the remaining unpaid portion of the assessment will be $4,862 (which is $6,562 - $1,700 = $4,862).

ARTICLE 5
PROVISION RELATING TO SCREENING

6.1 **Screening**. The City is removing bushes on the Landowner Property that will be affected by the Project improvements. The $1,700 pre-payment being made by the City towards the amount being assessed by the City for the Project is for the purpose of Landowner replacing the bushes after the Project is completed. The Landowner understands, acknowledges and agrees that the City will not be replacing the bushes located on Landowner Property removed during construction of the Project. The Landowner understands, acknowledges and agrees that Landowner, at its own cost, will be responsible for the replacement, if Landowner chooses, of the bushes on the Landowner Property. The City has no obligation to replace the bushes removed on the Landowner Property as part of the installation of the Project improvements.

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

IN WITNESS WHEREOF, the Landowner and the City have executed this Agreement on the 28th day of May, 2019.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of May, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy 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 Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER:

Stephen D. Schmidt

Cynthia A. Schmidt

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 30th day of May, 2019, by Stephen D. Schmidt and Cynthia A. Schmidt, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

KATHLEEN JOAN FISCHER
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 1/31/2020

Notary Public

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

After Recording, Please Return This Instrument To:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
DESCRIPTION OF LANDOWNER PROPERTY

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

Commencing at a point in the one quarter section line beginning 2150 feet west of the one quarter section corner between sections 32 and 33 of Township 28, Range 22, thence East along the one quarter section line 1700 feet to the point of beginning of tract to be described; thence North 13 degrees West a distance of 225 feet, thence in a westerly direction parallel to the South line of the Northeast Quarter (NE1/4) of Section 32, Township 28, Range 22 a distance of 200 feet, thence at right angles to the south and parallel to the East line of the Northeast Quarter (NE1/4) of said Section 32, Township 28, Range 22, to the South line of said Northeast Quarter (NE1/4) of Section 32, Township 28, Range 22, thence East along said south line to the point of beginning, subject to easement for public highway.

AGENDA ITEM 7E

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CHS – CASE NO. 19-19IUP & 19-20IUP

Meeting Date: May 28, 2019
Item Type: Regular Agenda
Contact: Heather Botten 651.450.2569
Prepared by: Heather Botten, Associate Planner
Reviewed by:

Fiscal/FTE Impact:

X	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 an Interim Use Permit to allow a park-and-ride for the properties located at 5869/5899 Babcock Trail and 8055 Barbara Avenue

- Requires 4/5th's vote.
- 60-day deadline: June 29, 2019 (first 60 days)

SUMMARY

CHS received approval to construct a parking deck at its headquarters in Inver Grove Heights. This project will temporarily displace 495 existing parking stalls. The applicant is requesting an interim use permit to allow a park-and-ride facility to be located at two properties in Inver Grove Heights from June – September 2019.

The applicant has been working with the City to allow the use of 100 parking stalls at the VMCC during the four-month construction period. A secondary site at Salem Hill Elementary has also been identified to utilize 75 parking spaces until the start of the school year. CHS is proposing to run a shuttle service from the parking facilities to CHS campus during the hours of 7 am and 6 pm, Monday - Friday. The short-term use of a park-and-ride facility on both properties does not appear to have an impact to the existing uses on site. Both properties will have the park-and-ride facility located on existing impervious surface; no site improvements have been proposed to accommodate the interim use.

RECOMMENDATION

City Staff. Recommends approval of the interim use permit at both locations with the conditions listed in the attached resolutions.

Planning Commission. At the May 21, 2019 public hearing, the Planning Commission recommended approval of the interim use permits as presented (8-0). Minutes from the meeting are not available at this time. Four residents spoke about the IUP at the school; expressing their concerns about the additional traffic, safety, and potential back-ups along Babcock Trail. One letter was received from neighbors regarding the VMCC site expressing their concerns, the letter is attached for City Council to review.

Attachments: Resolution – Salem Hills School property
Resolution – VMCC property
Letter from neighbors
Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERIM USE PERMIT TO ALLOW A PARK-AND-RIDE FACILITY TO BE OPERATED AT SALEM HILLS ELEMENTARY LOCATED AT 5869 BABCOCK TRAIL

CASE NO. 19-19IUP
CHS

WHEREAS, an interim use permit application has been submitted to the City for property legally described as;

PT OF S ½ OF SE ¼ COM C/L SAR #21 575 FT N & 656.70 FT W OF SE COR N C/L 225 FT N 72D27M W 360.5 FT N 14D30M E 177 FT N 100 FT W 535 FT S 6D15M W 596 FT TO A POINT 575 FT N OF S LINE E 825.80 FT TO BEG, SECTION 32 TWN 28 RANGE 22, DAKOTA COUNTY, MINNESOTA

WHEREAS, a public hearing concerning the interim use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on May 21, 2019;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, an interim use permit for a park-and-ride facility is hereby approved subject to the following conditions:

1. The park-and-ride shall be limited to 75 parking spaces as identified on the aerial site plan dated 4/29/19 on file with the planning department.

2. The interim use permit shall be valid from June – September 2019.

3. The park-and-ride facility shall not be utilized for open storage of goods or for the storage of vehicles that are inoperable or for lease, rent or sale.

4. The park-and-ride shall only operate during the hours of 7:00am - 6:00pm, Monday – Friday.

Passed this _____ day of _____, 2019.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERIM USE PERMIT TO ALLOW A PARK-AND-RIDE FACILITY TO BE OPERATED AT THE VMCC LOCATED AT 8055 BARBARA AVENUE

CASE NO. 19-20IUP
CHS

WHEREAS, an interim use permit application has been submitted to the City for property legally described as;

Lot 1, Block 1 and Lot 2, Block 1 Inver Grove Heights Civic Center, according to the recorded plat, Dakota County, Minnesota

WHEREAS, a public hearing concerning the interim use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on May 21, 2019;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, an interim use permit for a park-and-ride facility is hereby approved subject to the following conditions:

1. The park-and-ride shall be limited to 100 parking spaces as identified on the aerial site plan 4/30/19 on file with the planning department.

2. The interim use permit shall be valid from June – September 2019.

3. The park-and-ride facility shall not be utilized for open storage of goods or for the storage of vehicles that are inoperable or for lease, rent or sale.

4. The park-and-ride shall only operate during the hours of 7:00am - 6:00pm, Monday – Friday.

Passed this _____ day of _____, 2019.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Deputy Clerk

Add to Item 3:02 - CHS

May 21, 2019

Dear IGH Planning Commission Members:

RE: Case No. 19-20IUP - CHS Park and Ride

Recently the city council approved Park and Ride facilities as an interim use in Commercial and Public/Institutional zoned properties despite the fact that many of these spaces will be adjacent to residential homes. Unfortunately, this land use is not suited to be this close to residential properties. This is the case with regard to the Veterans Memorial Community Center (VMCC) property and its residential neighbors.

As neighbors we are not opposed to the request by CHS for a short term, temporary use of the VMCC as a park and ride site however we believe that CHS could find parking space closer to its main office especially near Blaine Avenue and Upper 55th Street in the vacant commercial areas that exist there. This begs the question, is CHS paying the city fair market value for the use of city property?

Given the request at hand, we are concerned that approving this request may lead the city to view this parking lot as an on-going park and ride facility going forward.

We are also concerned about the additional noise and traffic on both 80th Street and Babcock Trail. One hundred vehicles coming and going daily may not seem like a major issue and typically would go almost unnoticed. However, as it stands today, on weekdays between 4:30 p.m. and 5:30 p.m. it is very difficult for people whose driveways are across from the VMCC to enter 80th street due to the high volume of traffic now using 80th Street. This high traffic volume has been brought on by growing numbers of semis, delivery trucks and passenger vehicles that use 80th Street to come and go into the NW Area commercial and residential areas and has been exacerbated recently by the 70th and Robert Street detour that will last into November of this year.

Additionally, drivers heading west on 80th Street are traveling fast and do not always stop at the four-way stop at Babcock Trail. Maybe drivers aren't familiar with the area because they are on a detour or aren't paying attention and don't see the stop sign or maybe they see it too late to stop. For whatever reason, more visibility is needed especially with additional traffic from the CHS employee vehicles and shuttles coming into this area. Perhaps a lighted stop sign is needed on 80th at Babcock Trail.

We suggest the Planning Commission address the following issues and add these items as conditions before approving the CHS Park and Ride.

- As a "good neighbor" CHS should be required to notify employees who use the VMCC as a park and ride that both 80th Street and Babcock Trail are residential

streets and care should be taken to watch and slow down for pedestrians trying to cross 80th Street and bicyclists and pedestrians using Babcock Trail and 80th Street.

- No additional lighting should be allowed in the parking lot should the variance be extended into the fall and winter due to unforeseen circumstances such as construction delays.

- We appreciate that the hours of operation are limited to 7 a.m. to 6 p.m. and request that the days of operation also be limited to Monday – Friday.

Finally, the space at the VMCC/Armory should not be considered a long-term or permanent park and ride facility. Right now this parking lot is a large commercial site that is incompatible with neighboring residential homes.

We appreciate your consideration of these issues and trust you will address them appropriately.

Sincerely,

Galena Schirmer
1987 80th Street East
IGH, 55077

Mary T'Kach
7848 Babcock Trail (driveway on 80th Street)
IGH, 55077

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

HEARING DATE: May 21, 2019 **CASE NO:** 19-19IUP and 19-20IUP

APPLICANT: CHS

PROPERTY OWNER: ISD 197 and City of Inver Grove Heights

REQUEST: Interim Use Permit to allow a park-and-ride facility

LOCATION: 5869 Babcock Trail and 8055 Barbara Avenue

COMPREHENSIVE PLAN: P/I, Public Institutional

ZONING: P, Public

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

BACKGROUND

CHS received approval to construct a new parking deck this summer at its headquarters in Inver Grove Heights. The applicant is requesting an interim use permit to allow a park-and-ride facility to be located at two properties in Inver Grove Heights from June – September 2019. City Council approved an ordinance in March 2018 allowing park-and-ride facilities as an interim use on properties that are zoned commercial or public/institutional. The two proposed properties are zoned institutional, complying with code requirements.

A park-and-ride facility is defined as: A designated parking area where individuals can park their private vehicles and access public or private transportation or carpool for the remainder of the journey. There are many different types of parking services and facilities available, including but not limited to: Metropolitan Council transit park-and-ride facilities, park-and-ride services set up by private companies, and remote airport parking (park-and-fly).

CHS will be temporarily displacing 495 existing parking stalls. The applicant has been working with ISD 199 to allow the use of 75 parking spaces at Salem Hills Elementary School until the start of the school year; they have also been working with the City Staff to allow the use of 100 parking stalls at the VMCC during the four month construction period. CHS is proposing to run a shuttle service from the parking facilities to the CHS campus during the hours of 7 am and 6 pm. The short term use of a park-and-ride facility on both properties does not appear to have an impact to the existing uses on site. The applicant has working with staff to use the part of the community center parking lot that has the lowest volume of traffic and the school will be on summer break. Both properties will have the park-and-ride facility located on existing impervious surface; no site improvements have been proposed to accommodate the interim use.

EVALUATION OF THE REQUEST

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

School property:

North, south, and west:	Single family; zoned R-1B; guided LDR, Low Density Residential
East	Single family; zoned R-1C; guided LDR, Low Density Residential

VMCC:

North	Single family; zoned R-1B & R-1C; guided LDR, Low Density Residential
South	City Hall; zoned P; guided P/I, Public/Institutional
East	Funeral home; zoned B-2, Neighborhood Business; guided CC, Community Commercial
West	Single family; zoned A; guided IOP, Industrial Office Park

Engineering. Engineering has reviewed the request and takes no exception to the proposed plans as there are no site improvements proposed on the property.

INTERIM USE PERMIT

An interim use is defined as a temporary use of a property until a specific date, occurrence of a particular event, or until zoning regulations no longer permits. Interim uses are typically uses that are not appropriate based upon strict application of Zoning Code restrictions, existing development and proposed future land-use plans, however, they may have merit as uses for some intermediary period of time.

The interim use of a park-and-ride on the mentioned properties would not have an impact on public health or existing or planned City facilities. The two park-and-rides would not impose additional costs on the public and will not change the under-lying zoning of the properties.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

A. **Approval.** If the Planning Commission finds the application to be acceptable, the following actions should be recommended for approval:

- Approval of an **Interim Use Permit** to allow a park-and-ride facility at Salem Hills Elementary School, located at 5869 Babcock Trail as proposed subject to the following conditions:

    1. The park-and-ride shall be limited to 75 parking spaces as identified on the aerial site plan dated 4/29/19 on file with the planning department.

2. The interim use permit shall be valid from June – September 2019.

3. The park-and-ride facility shall not be utilized for open storage of goods or for the storage of vehicles that are inoperable or for lease, rent or sale.

- Approval of an **Interim Use Permit** to allow a park-and-ride facility at the VMCC, located at 8055 Barbara Avenue as proposed subject to the following conditions:

1. The park-and-ride shall be limited to 100 parking spaces as identified on the aerial site plan 4/30/19 on file with the planning department.

2. The interim use permit shall be valid from June – September 2019.

3. The park-and-ride facility shall not be utilized for open storage of goods or for the storage of vehicles that are inoperable or for lease, rent or sale.

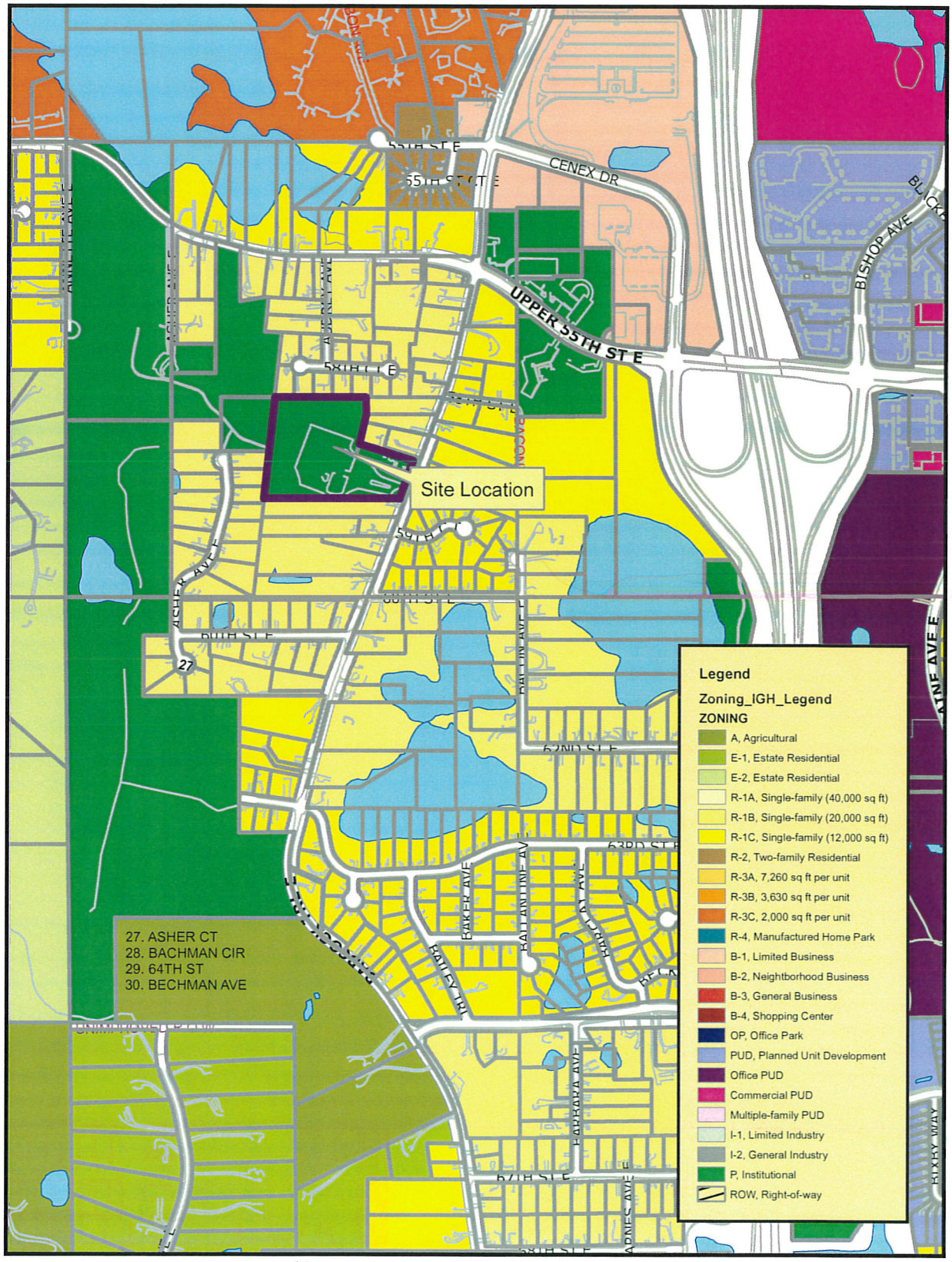
B. **Denial**. If the Planning Commission does not favor the proposed application or portions thereof, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Staff recommends approval of the interim use permits on the proposed properties with the conditions listed above.

Attachments:
Exhibit A – Location and Zoning Map - school
Exhibit B - Applicant Narrative - school
Exhibit C – Aerial Site Plan - school
Exhibit D – Location and Zoning Map - VMCC
Exhibit E- Applicant Narrative - VMCC
Exhibit F – Aerial Site Plan - VMCC

5869 Babcock Trail
Salem Hills Elementary School



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED
Map produced by the City of Inver Grove Heights GIS Dept.
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Exhibit A

Zoning and Location Map

Map not to scale

5500 Cenex Drive
Inver Grove Heights, MN
55077-1721

651-355-6000
chsinc.com

April 26, 2019

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

RE: Interim Use Permit; Temporary Parking

Dear Planning Staff,

CHS will begin construction on a new parking structure at its headquarters starting in early June 2019. As part of the construction CHS will temporarily displace 495 existing parking stalls. In order to accommodate parking for employees, CHS is seeking approval for an interim use permit.

With this permit, CHS is seeking approval to temporarily use up to 75 spaces of the paved and striped parking lot at Salem Hills Elementary School 5899 Babcock Trail. Working with Dave Bernhardson and Tina Willette at the school district and elementary school, we've identified 75 spaces. CHS proposes to use the stalls starting in early June 2019 and lasting through September of 2019, between the weekday hours of 7am and 6pm. CHS proposes to run a shuttle service between this lot and the CHS campus on a frequent basis. Finally, CHS and the school district will be exchanging agreement documents to capture all terms and conditions.

Sincerely,

Ian Ellis, CFM
Corporate Facilities Director
CHS, Inc.

Google Maps

Imagery ©2019 Google, Map data ©2019 Google 100 ft

8055 Barbara Avenue
Inver Grove Heights Community Center

THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED
Map produced by the City of Inver Grove Heights GIS Dept.
Copyright© City of Inver Grove Heights 2016

Exhibit D

Zoning and Location Map

Map not to scale

5500 Cenex Drive
Inver Grove Heights, MN
55077-1721

651-355-6000
chsinc.com

April 26, 2019

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

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Dear Planning Staff,

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With this permit, CHS is seeking approval to temporarily use up to 100 spaces of the paved and striped parking lot at the City of Inver Grove Heights Community Center at 8055 Barbara Avenue. Working with the staff at the center, we've identified 100 spaces between the Armory and Ice Arena entrances. CHS proposes to use the stalls starting in early June 2019 and lasting through September of 2019, between the weekday hours of 7am and 6pm. CHS proposes to run a shuttle service between this lot and the CHS campus on a frequent basis. Finally, CHS and the Community Center staff are exchanging agreement documents to capture all terms and conditions.

Sincerely,

Ian Ellis, CFM
Corporate Facilities Director
CHS, Inc.

TO HWY 3
80TH ST E
TO HWY 52
TO HWY 55
100
ARMORY/GYM ENTRANCE
LINK ENTRANCE
ICE ARENA ENTRANCE
BARBARA AVE E
ARMORY
COMMUNITY ROOMS
PARK & REC OFFICES
AQUATICS/FITNESS CENTER ENTRANCE
GYM
WEST RINK
EAST RINK
FITNESS CENTER
POOL
BABCOCK TRL E
BARNES AVE E
SKATE PARK
BARBARA AVE E
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APR 30 2019

AGENDA ITEM __7F_____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

SOURCE LAND CAPITAL – CASE NO. 19-14ZPD

Meeting Date: May 28, 2019
Item Type: Regular Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED
Consider the following requests for property located at 6477 South Robert Trail;

a) A Rezoning of the property from A, Agricultural to R-1C/PUD, Single Family Residential District.

b) A Resolution relating to a Preliminary Plat and Preliminary PUD Development Plan for Windsor Ridge, a 66 lot single family development.

- Requires 3/5th's vote.
- 60-day deadline: June 7, 2019 (first 60 days)

SUMMARY
The applicant is proposing to develop a 30.25 acre parcel into a 66 lot single family development to be known as Windsor Ridge. Access to the development would be via new 65th Street and the extension of Agate Trail. Lot sizes and widths are similar to other developments in the Northwest Area.

ANALYSIS
Rezoning:

- The requested rezoning would be consistent with the proposed comprehensive plan designation for the property. The project complies with minimum and maximum densities as regulated in the Northwest Area Overlay District.

Preliminary Plat:

- The preliminary plat consists of 66 single family lots and two outlots. Outlots A and B are for regional basin storm water purposes and would be owned by the City.

Preliminary PUD Development Plan:

- Applicant is requesting flexibility from code requirements for; a) separation between single family homes, b) setback flexibility for one lot along 65th street to 36 feet, c) cul-de-sac length, d) driveway width without the need for porous pavement, e) impervious surface to 30.0%, and f) tree reforestation. Staff supports the flexibility requests. The reforestation plan is short trees and the balance must comply with code standards which requires planting on park property or pay a cash payment.

- Engineering and Barr Engineering have reviewed the Preliminary plans and find they comply with overall grading, drainage and stormwater requirements and in fact exceed some standards.

RECOMMENDATION

Planning Staff. Recommends approval of the rezoning and preliminary plat/preliminary PUD development plans with the conditions listed in the attached resolution.

Planning Commission. Planning Commission recommended approval of the requests (8-0).

Attachments: Rezoning Ordinance
Resolution Approving the Preliminary Plat and Preliminary PUD Development Plan
Planning Commission Recommendation (May 7 and May 21)
Planning Report
Revised Applicant Narrative
Letter from Resident

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE INVER GROVE HEIGHTS CITY CODE

CASE NO. 19-14ZPD
(Source Land Capital)

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described property located within the City of Inver Grove Heights from A, Agricultural to R-1C/Single Family Planned Unit Development, to wit:

SEE EXHIBIT A

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. This Ordinance shall be in full force and effect from and after its publication according to law.

Enacted and ordained into an Ordinance this 28th day of May, 2019.

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Joseph Lynch, Deputy Clerk

EXHIBIT A

Property Description (Murphy Property):

That part of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, according to the Government Survey thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, assumed bearing along the east line of said East Half of the Northeast Quarter, a distance of 1449.27 feet to the south line of the plat of RAUCHWARTER ESTATES, according to the recorded plat thereof, said Dakota County; thence South 89 degrees 51 minutes 20 seconds West, along said south line of RAUCHWARTER ESTATES, a distance of 990.71 feet to the east line of the West 350.00 feet of said East Half of the Northeast Quarter and the point of beginning; thence continue South 89 degrees 51 minutes 20 seconds West, along said south line, a distance of 350.04 feet to the west line of said East half of the Northeast Quarter; thence South 01 degrees 00 minutes 50 seconds East, along said west line a distance of 1017.33 feet to the south line of said East Half of the Northeast Quarter; thence North 89 degrees 44 minutes 00 seconds East, along said south line, a distance of 1339.31 feet to the east line of said East Half of the Northeast Quarter; thence North 00 degrees 56 minutes 05 seconds West, along said east line, a distance of 660.51 feet to the north line of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6; thence South 89 degrees 41 minutes 07 seconds West, along said north line, a distance of 45.00 feet to the west line of the East 45.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, along said west line, a distance of 223.01 feet to the south line of the North 223.00 feet of said South Half of the South Half of the East half of the Northeast Quarter; thence South 89 degrees 41 minutes 07 seconds West, along said south line, a distance of 208.01 feet to the west line of the East 253.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence North 00 degrees 56 minutes 05 seconds West, along said west line a distance of 223.01 feet to said north line of the South Half of the South Half of the East Half of the Northeast Quarter; thence South 89 degrees 41 minutes 07 seconds West, along said north line, a distance of 737.17 feet to said east line of the West 350.00 feet of said East Half of the Northeast Quarter; thence North 01 degrees 00 minutes 50 seconds West, along said east line, a distance of 356.89 feet to said south line of RAUCHWARTER ESTATES and the point of beginning,

Area: 22.10 acres

Property Description (Mooney Property):

That part of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, according to the Government Survey thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, assumed bearing along the east line of said East Half of the Northeast Quarter, a distance of 1449.27 feet to the south line of the plat of RAUCHWARTER ESTATES, according to the recorded plat thereof, said Dakota County; thence South 89 degrees 51 minutes 20 seconds West, along said south line of RAUCHWARTER ESTATES, a distance of 321.13 feet to the west line of the East 321.10 feet of the East Half of the Northeast Quarter and the point of beginning; thence South 00 degrees 56 minutes 05 seconds East, along said west line, a distance of 354.89 feet to the north line of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6; thence South 89 degrees 41 minutes 07 seconds

West, along said south line, a distance of 669.06 feet to the east line of the West 350.00 feet of said East Half of the Northeast Quarter; thence North 01 degrees 00 degrees 50 minutes West, along said east line a distance of 356.89 feet to said south line of RAUCHWARTER ESTATES; thence North 89 degrees 51 minutes 20 seconds East, along said south line, a distance of 669.58 feet to the point of beginning.

Area: 5.47 acres

Property Description (Riley Property):

That part of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, according to the Government Survey thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, assumed bearing along the east line of said East Half of the Northeast Quarter, a distance of 1449.27 feet to the south line of the plat of RAUCHWARTER ESTATES, according to the recorded plat thereof, said Dakota County and the point of beginning; thence South 89 degrees 51 minutes 20 seconds West, along said south line of RAUCHWARTER ESTATES, a distance of 321.13 feet to the west line of the East 321.10 feet of the East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, along said west line, a distance of 354.89 feet to the north line of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6; thence North 89 degrees 41 minutes 07 seconds East, along said north line, a distance of 68.10 feet to the west line of the East 253.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, along said west line a distance of 15.00 feet to the north line of the South 208.00 feet of the North 223.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence North 89 degrees 41 minutes 07 seconds East, along said north line, a distance of 208.01 feet to the west line of the East 45.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence North 00 degrees 56 minutes 05 seconds West, along said west line a distance of 15.00 feet to said north line of the South Half of the South Half of the East Half of the Northeast Quarter; thence North 89 degrees 41 minutes 07 seconds East, along said north line a distance of 45.00 feet to the east line of said East Half of the Northeast Quarter; thence North 00 degrees 56 minutes 05 seconds West, along said east line a distance of 353.93 feet to the point of beginning.

Area: 2.68 acres

Property Description (Lojovich Property):

The West 208.00 feet of the East 253.00 feet of the South 208.00 feet of the North 223.00 feet of the South Half of the South Half of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, according to the Government Survey thereof, Dakota County, Minnesota.

Area: 0.99 acres

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD DEVELOPMENT PLAN CONSISTING OF 66 SINGLE FAMILY LOTS AND TWO (2) OUTLOTS FOR THE PLANNED DEVELOMENT TO BE KNOWN AS WINDSOR RIDGE

CASE NO. 19-14ZPD

WHEREAS, a preliminary plat and preliminary PUD development plan application has been submitted to the City for property legally described as;

SEE EXHIBIT A

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statues, Section 462.357, Subdivision 3 on May 7 and May 21, 2019;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan for the planned development of Windsor Ridge is hereby approved subject to the following conditions:

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

Preliminary Plat	5/15/19
Preliminary Open Space Plan	4/25/19
Preliminary Grading Plan	5/15/19
Preliminary Utility Plan	4/26/19
Preliminary Sanitary/Watermain Plan (4 sheets)	4/26/19
Preliminary Street and Storm Sewer Plan (4/sheets)	4/26/19
Preliminary Storm Sewer Plan	4/26/19
Preliminary Overall Tree Preservation Plan	4/26/19
Preliminary Landscape Plan	4/26/19

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.

3. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.

4. The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. This provides identification for future land owners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.

5. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.

6. All plans shall be subject to the review and approval of the Fire Marshal.

7. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the developer shall be responsible for the maintenance of storm water improvements on such lots.

8. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.

9. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing. Final details of the amounts to be paid shall be part of the final PUD plan review.

10. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council

11. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat

is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.

12. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.

13. The following documents shall be recorded when the plat is recorded:
    - Development Contract;
    - Storm Water Facilities Maintenance Agreement;
    - Acknowledgement of PUD Zoning.

14. Prior to City Council review of the final PUD development plans, the Developer must respond to all the comments of the City Engineer memo dated 4/17/19, and comments from Barr Engineering.

15. Street lighting shall be required along all public streets. The street lighting plans shall be approved by the City prior to installation.

16. The reforestation shortage of 406 trees shall be addressed as required by the City Council.

Passed this 28th day of May, 2019.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joseph Lynch, Deputy Clerk

EXHIBIT A

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Area: 0.99 acres

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 7, 2019

SUBJECT: **SOURCE LAND CAPITAL – CASE NO. 19-14ZPD**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a rezoning of property from A, Agricultural to R-1C/PUD, a preliminary plat for a 66-lot subdivision to be known as Windsor Ridge, and a preliminary PUD for 66 single-family homes on 30.25 acres, for property located at 6477 Robert Trail South. 14 notices were mailed.

Presentation of Request
Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is proposing a 66-lot, two-outlot single-family development on a 30-acre parcel to be named Windsor Ridge. They are requesting a rezoning to single-family residential, as well as approval of a preliminary plat and a preliminary PUD. The property is located at the corner of the future 65th Street and Highway 3. The lots range in size from 8,260-21,379 square feet, with the average lot size being approximately 10,000 square feet. Lot widths range from 65-70 feet, with street right-of-way being 50-60 feet wide. Street widths would be 28 feet wide with parking allowed on one side and sidewalks on one side. Park dedication would be by cash contribution. The applicants are requesting flexibility in four different categories, including building separation of 15 feet versus 20, setback reductions for two lots along Highway 3 and one along 65th Street. Staff raises some concerns with reduced setbacks along Highway 3 because of its proximity to the higher volume road. Staff would recommend the 50-foot setback be maintained for all lots. Staff does not have much concern for the setback request along 65th Street in which a small corner of the house would encroach into the setback. The applicant is also requesting a total impervious surface coverage up to 30% versus 25% per lot to allow for amenities such as patios and pools. The applicant is requesting the reforestation threshold be 50% as opposed to the current standard of 30%. The last flexibility request is to allow a 720-foot long cul-de-sac as opposed to the 500-foot maximum. Staff supports the request except for the setbacks from Highway 3. The reforestation shortage must still be addressed. Staff recommends approval of the request with the conditions listed in the report. Staff received a couple emails/letters late in the day and they have been presented to Commissioners tonight.

Commissioner Robertson asked for clarification of how percentages relating to tree removal/reforestation were determined.

Mr. Hunting stated that properties that must conform to the tree preservation ordinance must be a woodland, which means it is at least one acre in size and has a certain number of significant trees or a certain percentage of tree cover.

Commissioner Robertson asked if the reforestation was tied to the number of lots rather than the total number of trees.

Mr. Hunting replied that it is not tied to the number of proposed lots but rather the size and amount of tree canopy on the site. He added that it was an attempt to discourage clearcutting without penalty of having to replant. Staff recognizes that the topography and proposed construction will require tree removal.

Commissioner Robertson questioned how developers would replace the necessary trees in a heavily wooded area like this taking into account the new elements being added (i.e. sidewalks, streets, etc.).

Mr. Hunting stated there is nothing new in this particular development, they are just attempting to minimize disturbance.

Commissioner Niemioja asked if cash contributions typically went into the parks fund.

Mr. Hunting replied that the ordinance allows developers either to pay the equivalent rate, which goes into the park tree fund, or trees are planted on other city park property.

Commissioner Simon questioned how the developers would keep water from flowing from the disturbed land down to the undisturbed land with the gradients being so close.

Mr. Hunting stated the applicant could better address that question.

Commissioner Wippermann noted a discrepancy in the report regarding total developable area.

Mr. Hunting replied that the number on page 2 was a typo; the total developable area was 27.72 acres.

Opening of the Public Hearing

Pat Hiller, Source Land Capital, introduced his team Chase Peterson with Source Land Capital, Greg Franson with Barr Engineering, Ryan Bluhm with Westwood Engineering, Attorney David Lutz, and Paul Heuer with Pulte Homes. He advised that this parcel has challenging terrain and therefore the center cul-de-sac will be cut down about 30 feet and the street north of it will be 20-24 feet lower than that. Because of the significant amount of grading necessary there will be areas where it will be impossible to retain trees. They are spending a significant amount of money in potential cash penalties and reforestation and are asking for leniency regarding tree reforestation.

Commissioner Robertson asked the applicant if the proposed tree plantings along Highway 3 would benefit the two homes requesting flexibility from setback.

Mr. Hiller replied in the affirmative, stating the trees would act as both a sound and site buffer from Highway 3.

Commissioner Simon asked how they planned to prevent water from running down into the undisturbed area.

Mr. Hiller replied that would be addressed in the erosion control plan that would be part of the

final plan set; it would be double silt fenced plus any other erosion control measure deemed necessary.

Chair Maggi was concerned about allowing additional impervious surface knowing the potential for future homeowners to come in wanting additional impervious surface for sport courts, pools, etc.

Mr. Hiller advised that the reason they requested 30% versus 25% was to allow for such future amenities and to avoid the need for homeowners to come back for approvals in the future.

Commissioner Simon stated she was involved in the drafting of the Northwest Area water implementation and was always told that water must be maintained on the property being developed; however, in this case it was not.

Mr. Hiller replied that the standards are very specific and technical, but they do not require that all of it must be maintained on the site.

Commissioner Simon stated in her mind it was not acceptable to affect someone else's property with runoff from an adjoining property.

Greg Franson stated the standards for the Northwest Area require that you do not increase the runoff from a five-year storm event. In this case that rainstorm is about 3 ½ inches. A certain amount of that water becomes runoff during existing conditions, and a certain amount of that water becomes runoff during the proposed conditions, and typically more because of the increased impervious area. This is achieved by adding infiltration areas and directing the water to those areas and letting it infiltrate.

Chair Maggi noted that a significant amount of dirt was going to be removed, which normally would have held water, and asked if those types of factors were taken into consideration.

Mr. Franson replied that those factors are considered in the standards. He advised that only the first several inches of dirt take up water, so they do not consider there to be a vast 20-foot reservoir underneath. When the stormwater is modeled in a 3 ½ inch storm 1 ½ inches may soak into the ground and the other 2 inches runs off. They do their stormwater modeling according to the specific requirements laid out in the Northwest Area ordinance.

Commissioner Wippermann questioned why the area in the southeast portion of the plat was considered undisturbed open space when work is currently being done there.

Mr. Hiller advised that the area Commissioner Wippermann was referring to was sold to the City for the purpose of constructing a stormwater pond for the Highway 3/65th Street project. The area where the applicants are proposing to construct holding ponds is northwest of that. He showed where the pipe is located that goes under Highway 3 and where an outlet control structure would be built to limit the rate and volume of water exiting the site.

Commissioner Weber asked how Street 1 aligned with the current neighborhood to the south.

Mr. Hunting replied that it was directly across from the existing street to the south.

Commissioner Weber asked if that would be a controlled intersection.

Mr. Hunting was unsure but believed there would be stop signs, with 65th being a through street.

Commissioner Weber asked if the applicants had worked with the property owner to the west as he was concerned about the skewed angle of the north end of Street 1.

Ryan Bluhm, Westwood Engineering, replied in the affirmative and explained that the intention was to keep the road in an arc so lots could be constructed against the existing wetland.

Mr. Hunting presented a drawing from the Northwest Area Collector Streets Study, showing that the street in question would eventually meander northward rather than westward.

Commissioner Robertson asked for clarification of where water would be routed to after going through the culvert and under Highway 3.

Mr. Hiller advised that the culvert has been in place for years and goes under Highway 3 to the Nichols property. The outlet control structure they will be constructing is meant to manage the additional stormwater that will result in the pond from the hard cover they are adding. Their proposal meets the City's standards for the Northwest Area.

Chair Maggi asked for clarification of whether water was required to be maintained on the site or was allowed to leave the property being developed.

Mr. Hunting replied that the overall stormwater management plan shows the regional basins, as well as the outlets and overflows. Water naturally flows from regional basins to the next property if the water gets high enough; that pattern was created by the glaciers and must continue. The applicants will be adding rate control and management to ensure water does not leave the site faster than it previously did.

Chair Maggi stated the concern is that the applicants will be compounding the water coming off the property. She asked Mr. Franson to address how this was looked at.

Mr. Franson stated when they ran through the stormwater modeling for existing conditions, they took into account the existing depression in the southeast corner of the Windsor Ridge property and quantified what the rate was for different storms and how much volume went out to the Nichols property. Then they looked at how much additional volume would be leaving the site as opposed to existing conditions and determined that a riser should be added at the west end of the culvert to prevent the volume from increasing.

Commissioner Robertson asked if the intent was to allow the water to pond there versus just the culvert with no controls.

Mr. Franson replied in the affirmative, stating the culvert could still be in place but the water will now pond and once it gets high enough it would spill over, enter the culvert, and proceed over to

the regional basin on the Nichols property as it currently does.

Commissioner Weber asked for clarification of the grade change at the north end of Street 1.

Mr. Bluhm stated there is a significant high point at the property line, so they are trying to keep the road as high as possible in order to match grade.

Commissioner Weber asked what the grade change was from the house pad to the back of the lot for Lot 1, Block 1.

Mr. Bluhm replied from the swale in the back to the top of the slope is approximately a 12-foot height difference.

Commissioner Weber asked if they were going to have a 12-foot wall in their back yard.

Mr. Bluhm replied it would be a slope, not a retaining wall.

Commissioner Weber asked what the estimated height was of the retaining wall on the north side of the plat.

Mr. Bluhm replied there were a couple of retaining walls ranging from 8-14 feet in height.

Commissioner Weber questioned how they would mitigate the water coming from the ten-acre parcel to the north draining into the five parcels with a 14-foot retaining wall in their backyard.

Mr. Bluhm replied that a significant amount of water currently drains onto these properties and the proposed stormwater plan will actually reduce that. Their final plan will include sedimentation ponds, double silt fences, blanketing, and regular inspections.

Commissioner Simon noted that it is the homeowner's responsibility to manage their stormwater, and if they have no control over what comes down into their property, they are stuck trying to fix it.

Mr. Bluhm stated all the lots will be landscaped with sod and the only water homeowners would be managing would be from their own roofs.

Commissioner Niemioja asked what the reasoning was behind the requested 15-foot building separation.

Mr. Hiller replied that 15 feet is the industry standard for this density.

Commissioner Weber asked at what point of drop do single site retaining walls require permits or fencing.

Mr. Hunting replied that permits and engineered drawings were required for retaining walls four feet or higher.

Bill Nichols, 6302 South Robert Trail, stated he has owned the 30-acre parcel to the east since 1995. He is disappointed that the City has not been better at addressing his concerns. He stated he welcomes Pulte to the neighboring property, but they have been given bad information which is compounding the problem. He stated for 25 years he did not see water coming out of the existing culvert except for in a frozen state after a snow melt and normally any water would naturally infiltrate in within 24 hours. However, once the Highway 3 project started last fall all the grading that has washed away came down the hill onto his property. They underestimated the water that was going to come to his property and acquired a temporary easement; however, they are now beyond the temporary easement and still trying to stop the flow of water coming onto his site. He could have taken the water if it was sent clean and slow, but the way it has pummeled the land he cannot take any more. He referred to an area in the southeast corner of the subject property, stating it is labeled as undisturbed yet part of it has been graded by the City for the 65th Street project. Also, the area Source Land Capital is claiming will give him potential relief for the holding pond will be deeply disturbed before they are done, and all that water will flood his property. He showed photos of his land and the dirt that has washed into his ponding area. He showed a diagram of how the Windsor Ridge property currently functions and where the water naturally flows. He compared that to what is now proposed to flow towards his property, stating much of the water used to go in another direction but will now come towards his land. They should manage the water on their own site rather than pushing it to his property. The basin they are proposing is not large enough to contain this amount of stormwater and the developer should decrease the amount of building pads.

Commissioner Robertson asked Mr. Nichols if the runoff and dirt shown in the photos primarily entered his property as a result of the Highway 3 project.

Mr. Nichols replied in the affirmative.

Commissioner Robertson asked for clarification that what Mr. Nichols is experiencing at this point is not an impact from the Windsor Ridge project as it has not started yet.

Mr. Nichols replied in the affirmative but stated the Windsor Ridge project would compound the problem until they fix it. He advised there is an existing sand vein on the corner of 65th Street and therefore water historically infiltrates into the ground the way it's supposed to rather than going through the culvert. When they widened the road, however, they buried the sand vein and now the basin is full of sand, silt and clay and water runs through the culvert like a fire hose.

Brad Lojovich, 6385 South Robert Trail, stated he has lived there since 1980, during which time he has seen water sitting for more than two days only one time; it normally just drains into the soil. However, since Highway 3 has been worked on every time it rains there is a large pond down there and the proposed development will likely exacerbate the problem. He is concerned that the proposed pond in the southeast corner will leach into his property as well. The other concern he has is that the Dakota County website shows his north property line going through the middle of his garage; however, it is supposed to be 25 feet north of his garage. Windsor Ridge's attorney, David Lutz, advised that the County has stated they will revise the property line once the Windsor Ridge plat is recorded. He wants this on record since the property line was in its correct location prior to this application. He questioned how big the trees would be that were planted, noting that this area currently has mature oak, maple, ash, and birch trees.

Commissioner Weber questioned whether moving Mr. Lojovich's property line would affect the proposed plat.

Mr. Lojovich stated that the County is saying the property line should be 40 feet north of his garage; however, he told them to put the line 25 feet north of his garage as that is the required setback.

Attorney David Lutz stated that he contacted Dakota County to advise them of the property line discrepancy. They stated they were aware of the error and would correct it when the plat was finished. The diagram Windsor Ridge is using for their plat is correct.

Commissioner Weber asked what the setback was from Mr. Lojovich's property line to his garage.

Mr. Lutz replied 25 feet.

Mr. Lojovich stated the City did a poor job of policing contractors during the Highway 3 construction project and there were several issues (i.e. dust and mud). He hoped the City would be better at overseeing the Windsor Ridge project. He was also disappointed as he had an agreement with the City for a temporary easement; however, they never told him it would be a 1:4 grade.

Bob Dalsin, 6637 Robert Trail South, stated the City took part of his 20-acre property along Highway 3, part of his property along 65th Street, the property west of him is being developed, and now Source Land Capital is proposing to develop the property north of him. He has lost his seclusion, is getting frustrated, and does not see any benefit to the proposed plat.

Josh Miller, 50 Woodridge Lane, Sunfish Lake, stated his property is not directly impacted by this development but he has the foresight to see what is coming his way. First the Viking facility was built, then a warehouse was built, and then trees started being removed for new housing developments. He enjoys the rural feel he currently has and is concerned about how this will impact natural resources, such as water. He was concerned about how these additional houses would affect the aquifer, stating his well sits higher than the aquifer Inver Grove Heights pulls from which negatively affects his water supply. He also had safety concerns with the additional traffic this development would generate, as well as its potential impact on Horseshoe Lake. Regarding stormwater management for a five-year storm, he questioned if the proposed plan would handle it if things continue to change and next year there is an even worse five-year storm.

Mr. Lojovich asked they could get some better signage for the 65th Street/Highway 3 project, stating the current signs do not notify drivers that the road is closed at Lone Oak Road.

Mr. Hunting stated he would ask the City's engineering department to relay the request to the proper person.

Bonnie Troye, 50 Woodridge Lane, asked if it was correct that the developer would be 500 trees

short.

Chair Maggi replied in the affirmative.

Ms. Troye asked if the penalty for not replacing those 50-year old trees was to pay into the City's park fund.

Chair Maggi replied in the affirmative.

Ms. Troye stated it seems like every day there is another area getting torn down in order for houses to be built on top of each and she would likely never in her lifetime see trees that big again.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Chair Maggi stated they want development in the city, but she wants to make sure this would not negatively affect the Nichols property.

Commissioner Weber questioned why they were not looking at 100-year events versus 5-years, as that is what they have used in the past. There is a lot of grade change, tree removal, and retaining walls being proposed and he would prefer to see more data than what has been presented.

Commissioner Simon agreed, stating she would like to see a 100-year study as well. She advised that she lives west of the Blackstone developments, yet it has affected her neighborhood. Their roads were constantly wet this spring which she had not seen in 22 years. She does not want Mr. Nichols or any other landowner to have to be responsible for handling something that is a consequence of allowing this development to go through unless there is either more discussion or studies done. They need to slow down.

Chair Maggi asked Commissioners what changes they would like to see in the proposal as the City does need development.

Commissioner Robertson stated she wants to honor the concerns that were expressed about this project, but at the same time she believes we have expertise in our own engineering group, and she would feel uncomfortable denying the request because development is needed on both sides of Highway 3. Instead, she would prefer to table the request and ask the different engineering perspectives to come together to address a much larger rainfall, the concerns of the Nichols property, and the desire of Inver Grove Heights to develop this property.

Commissioner Scales questioned whether the issue was truly from this future development or was it from the Highway 3 construction. He would like to have people involved in this explain how things changed with the Highway 3 construction and will any such problems go away once it is completed.

Commissioner Lissarrague asked Mr. Nichols if he felt his concerns had been validated by the

City.

Mr. Nichols stated he did not.

Chair Maggi stated perhaps they should look at this more broadly and consider what is happening on the Nichols property.

Commissioner Scales clarified that he likes the development being proposed and wants the project to move forward; he just needs more information.

Commissioner Lissarrague agreed, stating he was not trying to discourage the applicants.

Commissioner Weber stated he liked the idea of developing in this area, he just needed the 100-year rain event numbers before he could approve it.

Commissioner Niemioja stated her concern is the precedent this would set with impervious surface. In the past they have allowed setbacks to be reduced to 15 feet and now that seems to be the standard. She is concerned the same thing could happen with allowing 30% imperious surface. If that happens the water impacts would be concerning as water is different from aesthetics and can be devastating to adjoining properties. The forestation issue is also close to her heart and she agrees that they are missing some information.

Commissioner Wippermann asked if there were time limit issues regarding tabling the request.

Mr. Hunting stated Commissioners could table the request as the City has the authority to extend the 60-day review.

Chair Maggi summarized where she believed the group was at, stating Commissioners would like to table the request to request more information primarily around water flow and impact within this plat of land, as well as neighboring plats of land, but Commissioners are generally supportive of the development with the stated issue addressed.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Robertson, to table the request for a rezoning of property from A, Agricultural to R-1C/PUD, a preliminary plat for a 66-lot subdivision to be known as Windsor Ridge, and a preliminary PUD for 66 single-family homes on 30.25 acres, for property located at 6477 Robert Trail South, until further information is provided to the Planning Commission on stormwater, road continuity between the neighboring properties, and what the effects of grading are for that stormwater in a 100-year plan and its impact on this and neighboring properties.

Motion carried (9/0).

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 21, 2019

SUBJECT: **SOURCE LAND CAPITAL – CASE NO. 19-14ZPD**

Presentation of Request
Allan Hunting, City Planner, explained that the request was tabled from the May 7 Planning Commission meeting. The applicant has since modified the request to eliminate the request for setback variances from Highway 3.

Tom Kaldunski, City Engineer, reviewed the information that was available, and the City has a longstanding NWA, a good comp plan and stormwater mgmt. plan that has been developed over the last 20 years, and we have built a lot of good developments. So we think that same ? concept is continued with the Windsor Ridge proposal. The engineering department is in favor of that and support the project. There were some questions ? some of the information he provided to the existing culvert that MNDOT that had underneath the road that seemed to be the primary focus of discussions. We know that there was a culvert there since 1936 and the project done last year improvements were done on it, but it is generally in the same general location and functions the way it had before. Until we received a recent ? from the developer the original proposal that was presented to us from a stormwater perspective generally met the city's NWA standards. There is some data in there generally showing that the water volume from their project was going down and the various rate for discharge were going down which is what the ? standards call for and there is also a series of infiltration basins which are helping reduce the volume in the upland areas. The basic requirements of the NWA were generally followed in the original report. based on information that was discussed at the last meeting the developer has proposed some modifications which are generally to increase the amount of stormwater he is going to retain on site and the updated data from that report has been reviewed and generally what the analysis is s howing is that they are going to, Windsor Ridge, reduce the discharge through this 24 inch culvert going under highway 3 to a level that is in essence zero from a volume perspective and from a rate perspective up to a 100 year event. T hat exceeds our standards and we are happy the developer can accommodate that. we are in a preliminary state right now. there was some discussion of who could control that current project that the city started last year at the intersection of highway 3 and 65th Street. That project is still ongoing. The erosion related to that is something that the city has made limit to make sure that that gets addressed when we have the proper weather conditions sloping? Into this regional basin on the east side of the highway to correct. And we have had conversations with the [property owner about that. we are going to make sure that tis right and we do not think that is an item that should weigh heavily on the decision on this preliminary plat. that is a separate that we are taking care of and in fact that project has done things to reduce the watershed to this 24-inch culvert under highway 3. T here are some maps that were in your packet that showed 65th Street drains to the triangle basin at h the intersection and intercepts? A portion of the area and takes it south along highway 3 to another regional basin where we can hold back more water on the Dalsin property. there are a number of deep basins in this area that are ? NW maps and were holding more water ? basins that help reduce water in this case to the culvert. That helps

the developer hold more water back, but it also helps address the concern we heard of the landowner on the east side of the road. those are some positive things that came from that city project. and yes, we had some erosion that occurred, and we will deal with that. that covers the volume rate concerns. We believe that their current proposal as modified by the developer exceeds the requirements from an engineering perspective and engineering would recommend approval of the preliminary plat.

Simon asked how takes care of these infiltration basins once the developer leaves? Is that part of an association or is it the city that will then be responsible for checking on them every year like homeowners would have to do if they had a raingarden?

Kaldunski said the city has had a longstanding practice of asking the developers in the NWA to give those land bodies to the city as outlots as part of the preliminary plat. the city then becomes owner of these regional basin outlots and the city becomes responsible for retaining the regional basins. Your answer is yes there is an agreement where the city does take over the regional basins, we have a stormwater utility established in our community to help take care of those. The developer is responsible for fully constructing them ahead of time. t here is also things that we incorporate into our development agreements that say HOA's or things of that nature will become responsible fo rhte areas such as infiltration basins and rain gardens and treatment features outside or in the upper stream areas of the regional basins.

Simon said on the flexibility regarding the 20% up to 30%, does that include the over 20-foot-wide driveway near the house? she knows it must be 20 feet when the driveway leaves the houses and goes out into the main house, but they are asking for flexibility with a wider driveway and non-impervious pavers. So all those figures for runoff are based on not the flexibilities that they are asked for that maty or maty not have more impervious surface but for what before the flexibilities. But the 2-year, 5-year, 10 year, that is all based on the original plans and not the flexibilities that they are asking for such as a pool, etc. that come.

Hunting said

Opening of Public Hearing
Tim Johnson, 3790 – 80th Street, advised he was available to answer any questions.

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

Mr. Johnson replied in the affirmative.

Chair Maggi closed the public hearing.

Planning Commission Recommendation
Motion by Commissioner Weber, second by Commissioner Niemioja, to approve the request for a conditional use permit to exceed the maximum impervious surface allowed on the property located at 3790 – 80th Street.

Motion carried (9/0). This item goes to City Council on May 28, 2019.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

CASE NO.:	19-14ZPD	*Report Modified 5/16/19*
APPLICANT:	Source Land Capital	
PROPERTY OWNER:	Source Land Capital	
REQUEST:	Preliminary Plat and PUD, Rezoning	
LOCATION:	West side of Hwy 3 and north side of future 65th Street	
HEARING DATE:	May 7, 2019	
COMPREHENSIVE PLAN:	LDR, Low Density Residential	
ZONING:	A, Agricultural	
REVIEWING DIVISIONS:	Planning Engineering	**PREPARED BY:** Allan Hunting City Planner

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BACKGROUND

The applicant is proposing a 66 lot, two outlot single family development on an approximate 30.25 acre parcel to be named Windsor Ridge. The project is located just north of Windwood 2nd Addition (east of Blackstone Ridge) and would receive sewer, water and street extensions from the south. Access would be via future 65th Street which is a City Major Collector that will be constructed this construction season. The project is located in the Northwest Area and the standard series of applications are being requested.

REQUESTS

The specific requests for the Windsor Ridge development project include the following:

1. Rezoning of the property from A, Agriculture to R-1C/PUD Single Family Residential District.
2. Preliminary Plat approval of Windsor Ridge consisting of 66 single family lots and two outlots.
3. Preliminary PUD approval of the Windsor Ridge PUD as required by the Northwest Overlay District.

EVALUATION OF THE REQUEST

SURROUNDING USES

The subject property is surrounded by:

North:	Large lot residential; zoned A, Agricultural; guided LDR, Low Density Residential.
East:	Large lot residential; zoned A; guided LDR
West:	Large lot residential; zoned A; guided LMDR, Low Medium Density Residential.
South:	Single family residential (Windwood 2nd Addition), Large lot residential; zoned R-1C/PUD, A; guided LDR, MDR.

IDENTIFICATION OF NATURAL RESOURCES

In 2003, a Natural Resource Inventory and Management Plan were completed for the Northwest Area. The NRI inventoried and qualified natural resources systems within the area and established a management classification system to guide the preferred treatment of these features.

The site contains low quality woodlands and wetland marshes. Both are in the Manage 3 category. The wetland areas would be preserved for stormwater ponding and the woodland area is considered poor quality which could be developed. No specific preservation is required with this project.

NET DEVELOPABLE AREA

Note: the numbers that are referenced within this staff report are approximate based on preliminary plan submittals. They will likely change slightly between preliminary and final plat. The numbers provided are sufficient for preliminary plat review.

Net developable area is defined as the area of a property remaining after excluding those portions that are either: a) encumbered by right-of-way for arterials roads as defined in the IGH Comprehensive Plan; or b) lying below the ordinary high water level of public waters; or c) lying within the boundaries of delineated wetlands; or d) bluffs in shoreland areas; or e) land to be dedicated for public park needs. Based on this definition, the proposed project area contains approximately 27.72 net developable acres.

General Project Data	Acres
Gross Project Area	30.25
Delineated Wetlands	0.92
Public Water Bodies (PWI)	0.00
Bluffs in Shoreland Area	0.00

Planned "Arterial" Road Right of Way	1.61
Total Net Developable Area	27.72

NATURAL AREA/OPEN SPACE

Section 10-13J-5. D. establishes requirements for open space preservation within the Northwest Area Overlay. Based on the net developable area the project contains the following:

	Required Acres	Proposed Acres
Total Net Developable Area	*27.72*	*NA*
Minimum Open Space Required = 20% of net area	5.54	6.61 (25%)
Required contiguous area = 75% of required open space with a minimum 100 foot corridor width	1.39	4.16
Area to be undisturbed = 50% of required open space	2.77	3.19 (58%)

The site design has prioritized the open space areas around the two storm water ponds in Outlots A and B. The largest corridor is at least 100 feet wide. Outlots A and B are for storm water treatment and contain regional basins. These outlots will be owned by the City. The site design exceeds all open space requirements.

The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. This provides identification for future land owners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.

DEVELOPMENT CAPACITY PLAN

Section 10-13J-5. E. of the Northwest Area Overlay Ordinance outlines a process by which a site's development capacity is determined as a means to allocate development across a site. This exercise only determines the number of units that would be permissible on the site and not the actual proposed development.

The development capacity plan was established for Windsor Ridge utilizing the base zoning district of R-1C. When applying the base district and factoring in the open space as part of the R-1C district, the development capacity plan yields a range of 55 to 100 possible units. This equates to a density range of 1.99 to 3.6 units per net acre.

Base Zoning District	Net Acres	Min Density (units per acre)	Max Density (based on lot size per zoning code)	Min Units	Max Units

R-1C	27.72	2	12,000	55	100

The proposed net density for Windsor Ridge would be 2.38 units/acre which is consistent with the comp plan designation and development capacity plan.

PROPOSED DEVELOPMENT MAGNITUDE, DENSITY AND BULK STANDARDS

Building setbacks and separation.
The Northwest Area Zoning Overlay establishes suggested guidelines for building separation and setbacks. The objectives for establishing such regulations are to ensure adequate area for certain uses on a site such as storm water management, parking, buffering of mechanical equipment and landscaping. The Northwest Area setbacks and structure separation standards consider compact development and reduced setbacks in order to minimize hard surface coverage and enable greater ability to leave larger areas of intact open space. This objective has to be carefully balanced with aesthetics also.

Units within the proposed development comply with the required setbacks, except for the following situations listed below:

- Building setbacks within the development are proposed with a separation of 15 feet.
- Setback from 65th Street for Lot 11, Block 3 to be 36 feet, where 40 feet is required.

Impervious surface coverage.
Impervious surface coverage standards are applied to give the city the authority to ensure sufficient areas for infiltration. Impervious surface areas include roads, sidewalks, parking areas, buildings, and other hard surface areas that do not allow infiltration.

The applicant has provided impervious surface calculations for the entire project. By ordinance, the maximum impervious surface coverage allowed is 25% for R-1C, single family. The applicant provided hardcover calculations for the entire project. After counting street and sidewalk hardcover, there is approximately 3,630 square feet of impervious surface for each lot which equals 29.0% total impervious.

a) The applicant is requesting a total impervious surface coverage to 30.0% to allow for flexibility in home styles and amenities such as patios and pools. These numbers are still preliminary and may change somewhat with the final PUD submittal.

b) The applicant is requesting flexibility from the maximum driveway width requirement to allow driveways greater than 20 feet without utilizing porous pavement.

PRELIMINARY PLAT

The applicant is proposing a preliminary plat which consists of 66 single family lots and 2 outlots. The outlots are for storm water purposes. All of the outlots would be owned and maintained by the City. The single family lot sizes range from approximately 8,260 square feet to 21,379 square

feet. Average lot size is approximately 10,000 square feet. The majority of lot widths are approximately 65-70 feet wide, with 80 foot+ corner lots. Each lot is shown with a typical 50'x65' building pad.

The plat provides for the required 50 foot half right-of-way dedication for 65th Street and a 75 foot half right-of-way for Hwy 3. Streets 1 and 2 provide for 60 foot wide right-of-way and Street 4 and 5 provide for a 50 foot wide right-of-way.

PARKS/TRAILS

No additional trail segments are proposed in the project. The site plan identifies sidewalks along all the public streets as required by the Northwest Ordinance. The construction of 65th Street will contain a trail on the north side of the street.

The site lies at the periphery of two park search areas. At this point, no park land dedication is being required. The recommendation would be for a cash contribution per lot. The developer is also proposing and supportive of a cash contribution for park dedication.

The amount of cash contribution would be in the rates in affect at the time the final plat is approved. The current 2019 rate is as follows:

Single Family Rate $2,850 x 66 units = $188,100.

STREETS & CONNECTIVITY

The proposed street system consists of the extension of Agate Trail that would extend north and west for future connection to neighboring properties. There are two cul-de-sacs that would branch off from Agate. The northerly cul-de-sac has a street stub to the north to provide future access to the properties to the north. There is a 24 foot elevation change between streets 2 and 4 which makes it too difficult to have a through street connection. The City will be constructing 65th Street this year which provides the main access to the site. Street 1 on the plans would be a 60 foot wide right-of-way and Streets 2, 4 and 5 would be 50 foot wide right-of-way. All streets would have a sidewalk on one side. Street widths would be 28 feet wide with parking allowed on one side.

LANDSCAPING/TREE PRESERVATION

The developer has provided a tree inventory of the site. The Code allows a tree removal of 30% for single family. The code allows removal beyond the threshold but requires replacement for those trees over the limit. The applicant is requesting flexibility to allow a removal threshold of 50% before replacement is required. Based on a 30% allowed removal, a total of 4534 caliper inches would be required to be replaced. Based on a 50% allowed removal, a total of 2222 caliper inches would be required to be replaced. Based on the proposed plan, a total of 889 trees are required.

The proposed landscape plan provides for a total of 483 trees, consisting of one tree per lot to meet standard requirements and 417 trees for reforestation. The plan is short a total of 406 trees. If all

required tree replacement does not fit on site, the code allows the trees to be planted on park property or a cash in lieu be paid. Method to be determined with preliminary plans.

Based on the landscape plan, the applicant would still request some flexibility from the reforestation requirements as the number of plantings required may be difficult to achieve on site. The rate for a planted tree is estimated at $300 per tree. Staff is open to any options but would recommend compliance with the reforestation requirements.

WETLANDS

The plans indicate a total of approximately 0.92 acres of wetlands that are located within the outlot open space areas. The wetland will not be disturbed with this project.

GRADING, DRAINAGE, STORMWATER AND UTILITIES

The grading and storm water plan have been reviewed by the engineering staff and their consultants Barr Engineering. As proposed, preliminary engineering review finds the project will work as generally designed. Storm water is being treated through a series of basins and regional ponds.

Engineering staff and the consultants have drafted comment memos discussing the items that will need to be addressed as part of the final plans. These memos will be incorporated into the conditions of approval in the general engineering comment condition.

FLEXIBILITY REQUESTS

Previous sections of the report have covered some of the flexibility requests. This section provides a summary of all flexibility requested:

1. SETBACKS

    1. Building setbacks within the development are proposed with a separation of 15 feet.
    2. Setback from 65th Street for Lot 11, Block 3 to be 36 feet, where 40 feet is required.

The code requires a minimum 20 foot separation. The intent of the code requirement was to provide space between houses for infiltration basins or rain gardens. In order for this to work, houses would have to be built at the same time so an infiltration system could be installed between the houses on both lots. This typically will not occur because houses are not always built at the same time and the infiltration feature must be constructed all at the same time in order for it to function correctly. The applicant is not proposing any storm water features between houses, but in larger basin areas. The setback separation proposed is typical of the standard required in all other parts of the City. All residential developments approved so far have been with either a 10 foot or 15 foot separation. Staff supports this separation and flexibility request.

Only one lot would have potential corner of a house closer than required along 65th Street. The landscape plan provides for additional buffer from the road. Staff would support this request.

2. IMPERVIOUS SURFACE

a) The applicant is requesting a total impervious surface coverage to 30.0% to allow for flexibility in home styles and amenities such as patios and pools. These numbers are still preliminary and may change somewhat with the final PUD submittal.

The amount of roadway and sidewalk in the plat consumes a large amount of the allowed 25% impervious surface. The applicant is requesting the impervious surface be allowed up to 30.0% in order to provide building coverage on each lot to approximately 3,700 square feet per lot. This is comparable to lot coverage approved in other developments. A definite number would be established with the final plat and the storm water plans would be modified to address the additional impervious surface.

Engineering have indicated that they have no issues with the request because the storm water system shown on the plans assumed 30% impervious surface coverage. Any additional storm water needs can be addressed in the final PUD plans.

b) The applicant is requesting flexibility from the maximum driveway width requirement.

They are requesting that the driveways be allowed to be full length and width with non porous pavement The Northwest Area District requires any portion of a driveway greater than 20 feet in width shall be constructed of a porous pavement material. Function of the regulation is to minimize the amount of impervious surface. The applicant has designed the project to accommodate the additional runoff from the hard surface driveways in the storm water design. The amount of impervious surface maximum per lot would address the coverage issue. All previous developments in the Northwest Area were granted this same flexibility and no known issues exist with this flexibility.

3. TREE REFORESTATION

The applicant is requesting the reforestation threshold be 50% before reforestation is required. Based on that request, the landscape plan is still 406 trees short. The balance must comply with reforestation standards set forth in the code which requires planting on park property or pay a cash payment.

4. CUL-DE-SAC LENGTH

The code has a 500 foot maximum length for cul-de-sacs in urban areas. Street 2 is approximately 720 feet in length. As stated earlier, there is an approximate 24 foot elevation change between Street 2 and Street 4 which makes a connection very difficult.

DEVELOPMENT CONTRACT

The Developer and Owner shall enter into a Development Contract and other associated agreements with the City. The list of agreements and details of the contract will be discussed with the applicant, city attorney and staff as part of the final PUD review. All of the agreements will be approved by the City Council as part of the final PUD review.

ALTERNATIVES

The Planning Commission has the following actions available on the proposed project:

A. Approval: If the proposed request is found to be acceptable, approval of the applicable following actions should be taken:

o Approval of a **Rezoning** of the property from A, Agricultural to R-1C/PUD, Single Family Residential subject to the following conditions:

1. The rezoning shall not become effective until the final plat is approved by the City and recorded with the County. In the event a final plat is not approved, the rezoning shall become null and void and the zoning of the property shall remain in its current classification.

o Approval of the **Preliminary Plat and Preliminary PUD** for Windsor Ridge subject to the following conditions:

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

Preliminary Plat	5/15/19
Preliminary Open Space Plan	4/25/19
Preliminary Grading Plan	4/26/19
Preliminary Utility Plan	4/26/19
Preliminary Sanitary/Watermain Plan (4 sheets)	4/26/19
Preliminary Street and Storm Sewer Plan (4/sheets)	4/26/19
Preliminary Storm Sewer Plan	4/26/19
Preliminary Overall Tree Preservation Plan	4/26/19
Preliminary Landscape Plan	4/26/19

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.

3. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.

4. The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. This provides identification for future land owners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.

5. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.

6. All plans shall be subject to the review and approval of the Fire Marshal.

7. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the developer shall be responsible for the maintenance of storm water improvements on such lots.

8. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.

9. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing. Final details of the amounts to be paid shall be part of the final PUD plan review.

10. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council

11. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.

12. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.

13. The following documents shall be recorded when the plat is recorded:
    - Development Contract;
    - Storm Water Facilities Maintenance Agreement;

- Acknowledgement of PUD Zoning.

14. Prior to City Council review of the final PUD development plans, the Developer must respond to all the comments of the City Engineer memo dated 4/17/19, and comments from Barr Engineering.

15. Street lighting shall be required along all public streets. The street lighting plans shall be approved by the City prior to installation.

16. The reforestation shortage of 406 trees shall be addressed as required by the City Council.

B. Denial: Should the proposed request or portions thereof, not be found to be acceptable, the appropriate requests described above should be denied. The basis for denial must be stated in any such motion.

RECOMMENDATION

The project complies with nearly all performance standards of the Northwest Area. Flexibility requests have been made for building separation, driveway width, setback requirements, impervious surface and tree reforestation. Staff supports these requests except for the setbacks from Hwy 3. The reforestation shortage must still be addressed. Engineering is comfortable with the overall preliminary grading and storm water plans.

Staff recommends approval of the preliminary plat, preliminary PUD and rezoning requests with the conditions listed.

Attachments:
Location Map
Applicant Narrative
Preliminary Plat
Preliminary Open Space Plan
Preliminary Grading Plan
Preliminary Utility Plan
Preliminary Sanitary/Watermain Plan (4 sheets)
Preliminary Street and Storm Sewer Plan (4/sheets)
Preliminary Storm Sewer Plan
Preliminary Overall Tree Preservation Plan
Preliminary Landscape Plan

SOURCE
LAND CAPITAL

May 15th, 2019

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

Attached please find our updated Preliminary Plat application for the proposed residential development located at 6477 Robert Trail South (15.89 acres). There are three additional PID's that are included in this application. Additional parcels included; 20-00600-03-051 (5.22 acres), 20-00600-03-020 (6.14 acres), and 20-00600-03-034 (3.01 acres). Total gross acres in this plat application is 30.26.

Source Land Capital would like to submit this preliminary plat application for review.

Our Preliminary Plat plan focuses on the following priorities. In this revised narrative the changes from the previous version have been highlighted in yellow.

- This proposed development is located within the Northwest Area Overlay District, which is unique to its topography and stormwater management standards. We intend to maintain and enhance the natural beauty of the site as much as possible.
- Maintain and strive to meet the open space requirement for the NW Area. The varied elevations and current soil conditions have required us to get creative with the stormwater design. BARR Engineering has developed a plan that will enhance the storm water management plans. Our collective efforts will only enhance the quality of vegetation and natural elements in this area.
- BARR & Westwood Engineering have redesigned the outlet control structure that feeds the culvert located under HWY 3. This culvert has been a concern by the neighboring parcel owners, and the new structure is designed to completely hold a 100 year rain event on the Windsor Ridge site. The design also features a weir and a gate valve that will be used in extreme situations if the pond level ever needed to be reduced. Please see the attached exhibit for further design details.

18215 45TH AVE NORTH, SUITE D, PLYMOUTH, MINNESOTA 55446 * P. 763.551.0100

- Create a beautiful, new neighborhood about which the new residents, the surrounding neighbors and the city can be proud. We have partnered with Pulte Homes to build out the site.
- Meeting the Comprehensive 2040 Land Use plan requirements for the NW Area. The parcels included in this application are all guided for Low-Medium Density Residential (LMDR), correlating to R-1C (min. 2 units/acre).
- Submitting a plan that is consistent with its surrounding neighbors, and also matches development patterns and sizing.
- Application will require a zoning change. We have included the zoning change application to R-1C/PUD.
- Early grading permit, granted once Preliminary Plat approval is attained. The early grading permit is critical for Pulte Homes to complete the site development prior to winter. Required financial securities will be in place prior to grading, along with a mutually agreed Developers Agreement.
- Optimize site grading and excess dirt. The grading plan generates an excess of roughly 40,000+/- cyds of soil. The Park and Recreation department has indicated a need for excess fill for the Heritage Valley Park. Source Land Capital/Pulte Homes would make the dirt available for the city to haul, all in coordination with the 65th improvement project. The developer/builder will require a written agreement with the city to proceed.

The new homes planned for the site will be single family two stories. Pulte intends to supply a diverse range of housing styles. Home sizes will range from 1,712 – 2,873 SqFt (excluding basements). The anticipated range of selling prices is low $400k's to mid $500k's. Some of their model examples include the Newton, Dalton, Newberry, and Continental designs. More information on these examples can be found on their website.

NW Area – Flexibility Request

We are submitting a PUD application, which is required for all applications located within the NW Area Overlay. We have a few requests that we would like to include in our PUD Application:

- Tree Forestation:
  - 30% removal allowance, asking for 50% removal. The additional tree removal is necessary due to the significant vertical relief of the site and the ponding areas needed to meet the Northwest Area stormwater management requirements.

- Setbacks from Major Streets:
    - Code building setback is 40' from 65th Street. We request to allow a reduced setback listed below.
        - Lot 11, Block 3, 36' side setback from 65th Street R/W
        - Previous 50' setback variance request for Lot 5 & 6 Block 2 has been removed.
- Building Separation:
    - Code states buildings should be 20' apart. We request to allow separation of 15'. This will be accomplished with 7.5' side setbacks for non-corner lots.
- Driveway Widths:
    - Code states driveway widths should be limited to 20'. We request the flexibility to exceed 20' at the front of the home to allow for 3-car garages. Driveway widths at the street will be restricted to 20' in width.
- Cul-De-Sac Length:
    - Code states cul-de-sacs should be limited to 500' long. We request to allow longer cul-de-sac streets for flexibility in street design to better respond to the site characteristics and topography.
- Site Impervious:
    - Code states total impervious area should be a maximum of 25% of the net area. We request to allow up to 30% impervious to allow flexibility in home styles and amenities such as patios and pools.

Roads & Utility

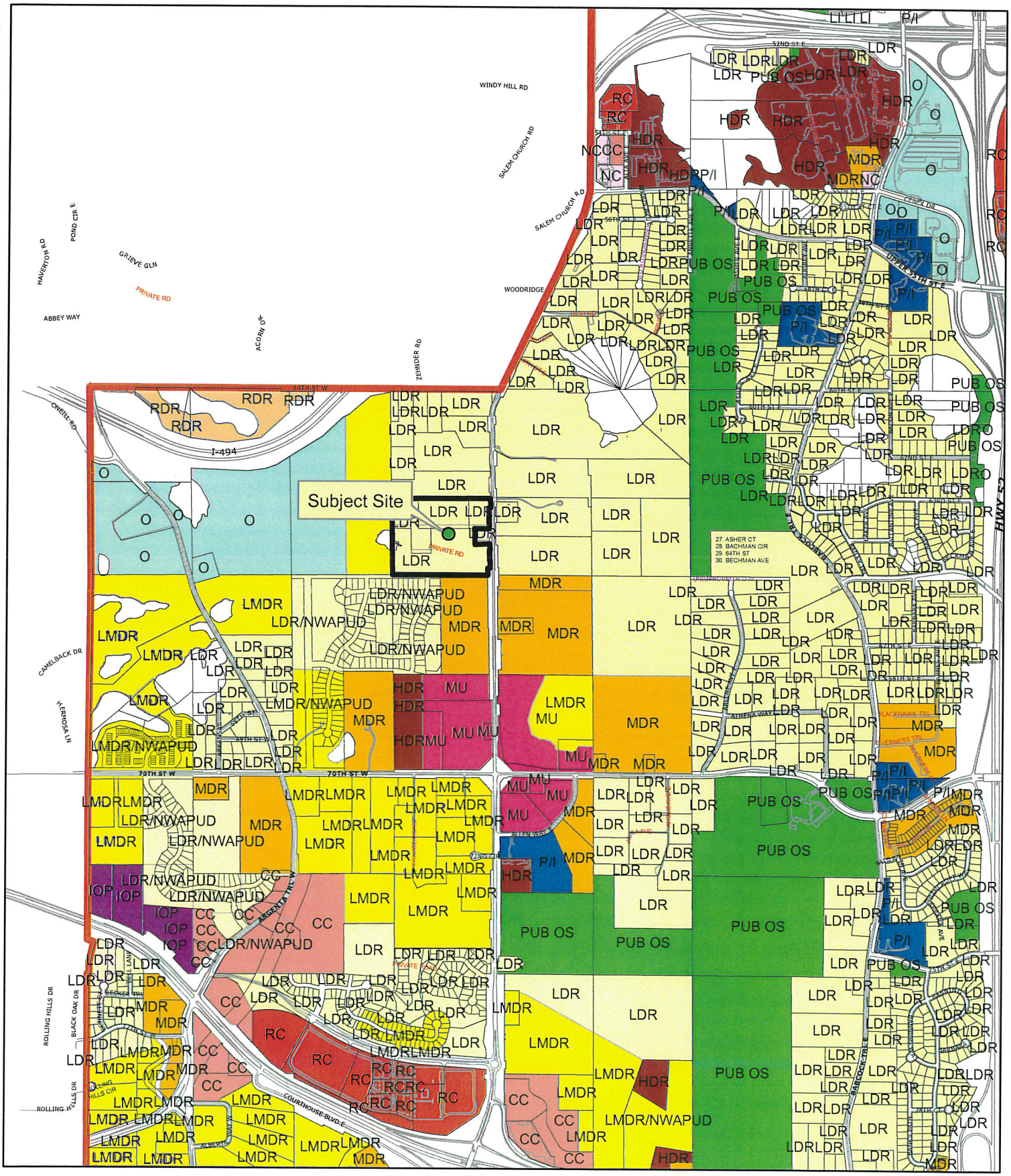
Our plans show an entrance connection to be made at the future 65th and Agate Trail. Discussions with city staff and WSB have occurred and utility connections (water and sewer) will be stubbed to service the site at this connection. Source Land Capital will be required to amend the settlement agreement (Article 2c), but agree that the installation of utility connections will be at the expense of the developer. Agate Trail will serve as the community collector road, stubbing to the west property line. We have also included a neighborhood collector road, subbing to north property line. The proposed plans meet the 2030 comprehensive North West Area Street Plans.

Thank you in advance for your consideration.

Best regards,

Patrick Hiller
Source Land Capital

Location Map
Case No. 19-14ZPD



SOURCE
LAND CAPITAL

April 22nd, 2019

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

Attached please find our completed Preliminary Plat application for the proposed residential development located at 6477 Robert Trail South (15.89 acres). There are three additional PID's that are included in this application. Additional parcels included; 20-00600-03-051 (5.22 acres), 20-00600-03-020 (6.14 acres), and 20-00600-03-034 (3.01 acres). Total gross acres in this plat application is 30.26.

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18215 45TH AVE NORTH, SUITE D, PLYMOUTH, MINNESOTA 55446 * P. 763.551.0100

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- Setbacks from Major Streets:
  - Code building setback is 40' from 65th Street and 50' from Hwy 3. We request to allow a reduced setback for the lots listed below. Please note the setbacks to Hwy 3 exceed 50' to the existing right-of-way for all lots, but since additional right-of-way is being dedicated, two lots do not meet the 50' setback.
    - Lot 5 Block 2, 48' setback from Hwy 3 R/W
    - Lot 6, Block 2, 40' setback from Hwy 3 R/W
    - Lot 11, Block 3, 36' side setback from 65th Street R/W
- Building Separation:
  - Code states buildings should be 20' apart. We request to allow separation of 15'. This will be accomplished with 7.5' side setbacks for non-corner lots.

- Driveway Widths:
    - Code states driveway widths should be limited to 20'. We request the flexibility to exceed 20' at the front of the home to allow for 3-car garages. Driveway widths at the street will be restricted to 20' in width.
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Best regards,

Patrick Hiller
Source Land Capital

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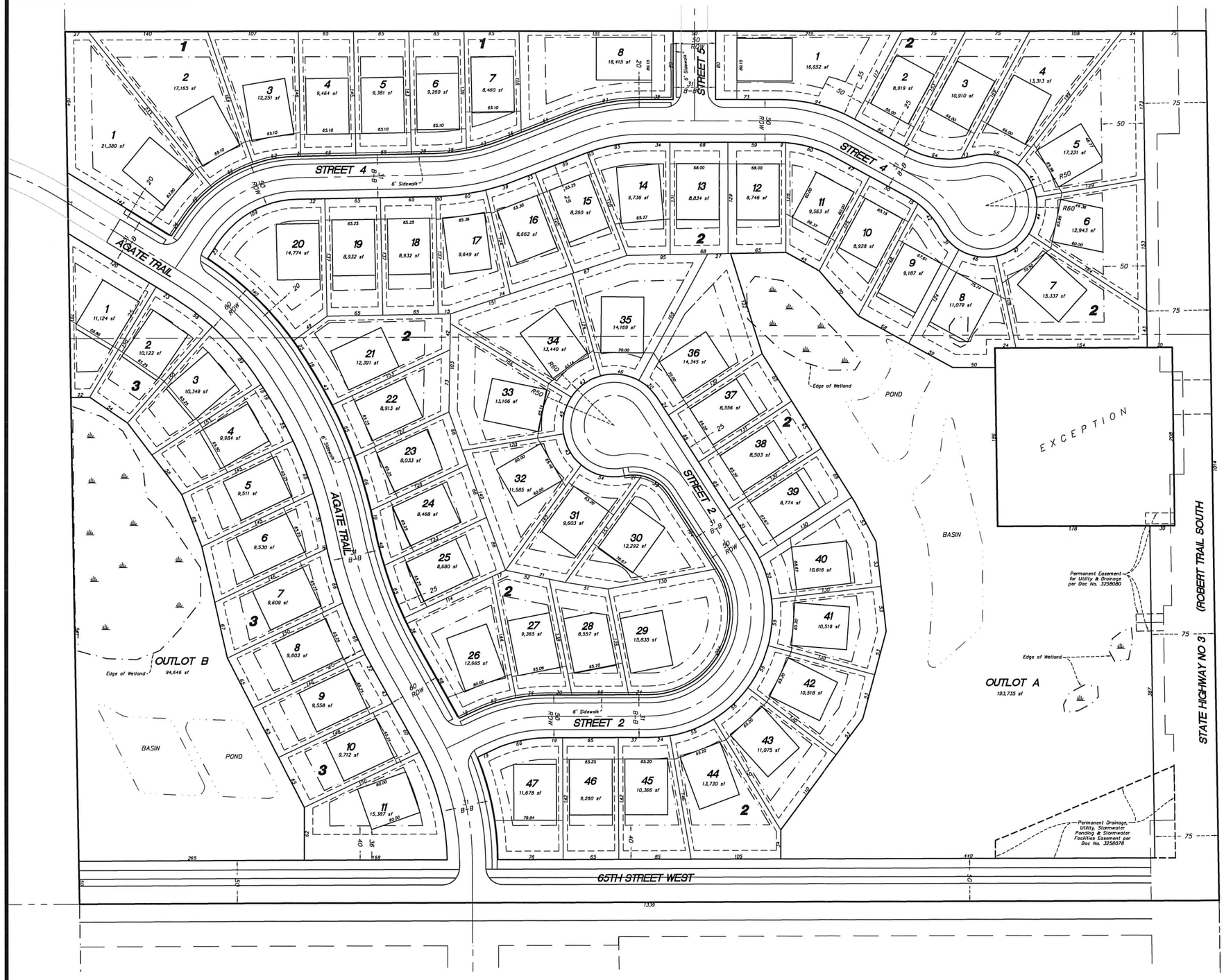


Property Description:

See Existing Conditions sheet for property description.

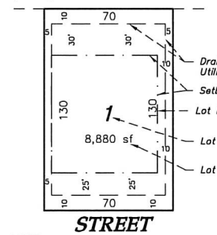
REGISTRATION OF THE PROPERTY IS IN PROCESS

Development Data

EXISTING ZONING	AGRICULTURE
PROPOSED ZONING	R-1C (PUD)
SITE AREA	30.25 ac
PROPOSED HOMES	66
GROSS DENSITY	2.18 un/ac
PROPOSED SETBACKS (minimums)	
FRONT	20 ft min; 30 ft max; 25 ft typical
SIDE	7.5/7.5 ft (15 ft total)
SIDE CORNER	20 ft
REAR	30 ft
HWY 3	50 ft
65TH STREET	40 ft (except as noted, L11B3)
NET DEVELOPABLE AREA:	
GROSS AREA	31.25 AC
LESS EXCEPTION AREA	1.0 AC
LESS MAJOR R/W (HWY 3)	1.61 AC
LESS WETLANDS	0.92 AC
NET DEVELOPABLE	27.72 AC
REQUIRED OPEN SPACE: (20% of net developable)	5.54 AC
-CONTIGUOUS OPEN SPACE: (75% of required open space)	4.16 AC
-UNDISTURBED OPEN SPACE: (50% of required open space)	2.77 AC
PROVIDED OPEN SPACE: (25% of net developable)	6.61 AC
-CONTIGUOUS OPEN SPACE: (Outlot A)	4.45 AC
-UNDISTURBED OPEN SPACE: (Outlot A undisturbed; 2.20 ac) (Outlot B undisturbed; 0.99 ac)	3.19 AC

Typical SF Lot Detail

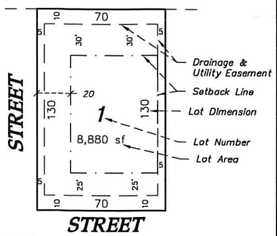
(No Scale)



NOTE:
65' Lot width

Typical Corner Lot Detail

(No Scale)



NOTE:
65' Lot width

Development Notes

1.) ALL LOT DIMENSIONS ARE ROUNDED TO THE NEAREST FOOT.
2.) ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
3.) STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.
4.) DRAINAGE AND UTILITY EASEMENTS SHALL BE PROVIDED AS REQUIRED.
5.) STREET WIDTHS SHOWN ARE FROM BACK OF CURB TO BACK OF CURB.

0' 60' 120' 180'

NOT FOR CONSTRUCTION
Latest Revision Date: 05/15/19
0008121PPP01.dwg

Date: 04/08/19 Sheet: 3 OF 25

Windsor Ridge

Preliminary Plat

Inver Grove Heights, Minnesota

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com

Westwood Professional Services, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL SURVEYOR under the laws of the State of Minnesota.

Craig W. Morse
Date: 05/15/19 License No. 23021

Revisions:
04/26/19 City Comments
05/15/19 City Comments

Designed: SJS
Checked: CWM
Drawn: SJS
Record Drawing by/date:

Prepared for:

Source Land Capital
18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

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Property Description:

See Existing Conditions sheet for property description.

REGISTRATION OF THE PROPERTY IS IN PROCESS

Development Data

EXISTING ZONING	AGRICULTURE
PROPOSED ZONING	R-1C (PUD)
SITE AREA	30.25 ac
PROPOSED HOMES	66
GROSS DENSITY	2.18 un/ac
PROPOSED SETBACKS (minimums)	
FRONT	20 ft min; 30 ft max; 25 ft typical
SIDE	7.5/7.5 ft (15 ft total)
SIDE CORNER	20 ft
REAR	30 ft
HWY 3	50 ft (except as noted, L5-6B2)
65TH STREET	40 ft (except as noted, L11B3)
NET DEVELOPABLE AREA:	
GROSS AREA	31.25 AC
LESS EXCEPTION AREA	1.0 AC
LESS MAJOR R/W (HWY 3)	1.61 AC
LESS WETLANDS	0.92 AC
NET DEVELOPABLE	27.72 AC
REQUIRED OPEN SPACE: (20% of net developable)	5.54 AC
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PROVIDED OPEN SPACE: (25% of net developable)	6.61 AC
-CONTIGUOUS OPEN SPACE: (Outlot A)	4.45 AC
-UNDISTURBED OPEN SPACE: (Outlot A undisturbed; 2.20 ac) (Outlot B undisturbed; 0.99 ac)	3.19 AC
-DISTURBED OPEN SPACE: (Outlot A disturbed; 2.25 ac) (Outlot B disturbed; 1.18 ac)	3.43 AC

0' 60' 120' 180'

NOT FOR CONSTRUCTION

Latest Revision Date: 04/25/19

0008121_EX01_OS.dwg

Date: 04/25/19 Sheet: 1 OF 1

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com

Westwood Professional Services, Inc.

I hereby certify that this plan 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.

Cory Meyer

Date: 04/25/19 License No. 26971

Revisions:

Designed:	SAR
Checked:	NTM
Drawn:	SAR
Record Drawing by/date:	

Prepared for:

Source Construction Capital

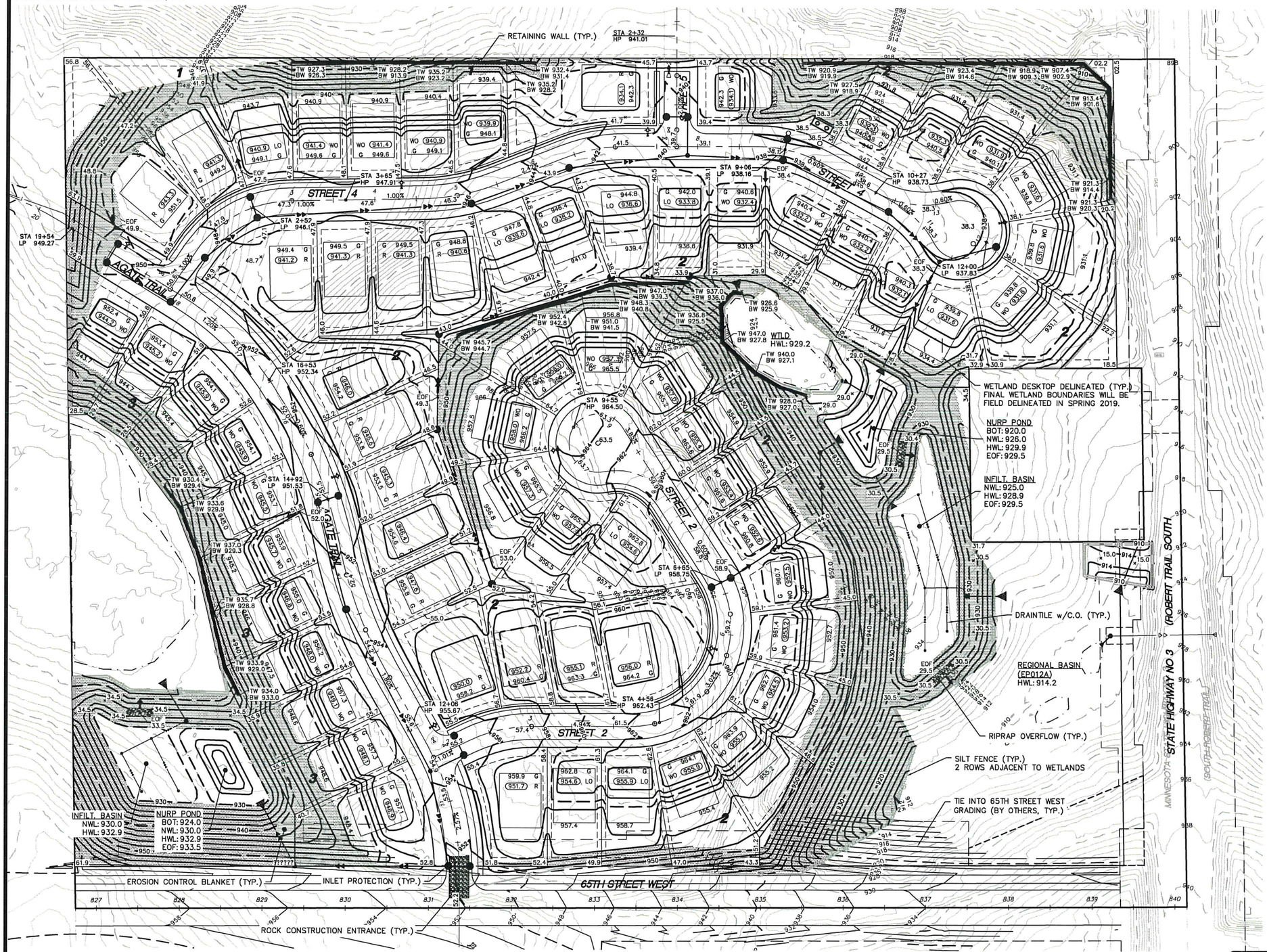
18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Windsor Ridge

Inver Grove Heights, Minnesota

Open Space Exhibit

© 2019 Westwood Professional Services, Inc.



Call 48 Hours before digging:

GOPHER STATE ONE CALL

Twin City Area 651-454-0002
Mn. Toll Free 1-800-252-1166

EROSION CONTROL NOTES:

- ALL SILT FENCE AND OTHER EROSION CONTROL FEATURES SHALL BE IN-PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL VIABLE TURF OR GROUND COVER HAS BEEN ESTABLISHED. EXISTING SILT FENCE ON-SITE SHALL BE MAINTAINED AND OR REMOVED AND SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONTRACT. IT IS OF EXTREME IMPORTANCE TO BE AWARE OF CURRENT FIELD CONDITIONS WITH RESPECT TO EROSION CONTROL. TEMPORARY PONDING, DIKES, HAY BALES, ETC., REQUIRED BY THE CITY SHALL BE INCIDENTAL TO THE GRADING CONTRACT.
- ALL STREETS DISTURBED DURING WORKING HOURS MUST BE CLEANED AT THE END OF EACH WORKING DAY. A ROCK ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO DETAILS TO REDUCE TRACKING OF DIRT ONTO PUBLIC STREETS.

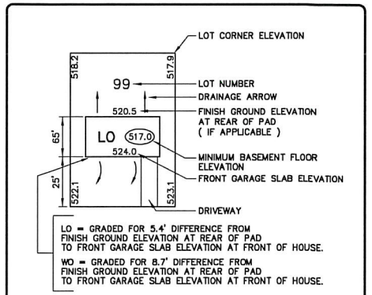
GENERAL GRADING & DRAINAGE NOTES:

- ALL CONTOURS AND SPOT ELEVATIONS ARE SHOWN TO FINISHED SURFACE/GUTTER GRADES UNLESS OTHERWISE NOTED.
- REFER TO THE SITE PLAN/RECORD PLAT FOR MOST CURRENT HORIZONTAL SITE DIMENSIONS AND LAYOUT.
- THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHICAL FEATURES WITH THE OWNERS AND FIELD-VERIFY PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL RULES.
- POSITIVE DRAINAGE FROM THE SITE MUST BE PROVIDED AT ALL TIMES.
- RETAINING WALLS 4' HIGH OR TALL REQUIRE A SEPARATE BUILDING PERMIT.

LEGEND:

- DENOTES SOIL BORING
- DENOTES SILT FENCE
- DENOTES POST CONSTRUCTION SILT FENCE
- DENOTES EXISTING CONTOURS
- DENOTES PROPOSED CONTOURS
- DENOTES EXISTING STORM SEWER
- DENOTES PROPOSED STORM SEWER
- DENOTES PROPOSED DRAINTILE
- DENOTES EXISTING TREE LINE
- DENOTES APPROXIMATE TREE REMOVAL LIMITS
- × 856.3 — DENOTES EXISTING SPOT ELEVATION
- 86.30 — DENOTES PROPOSED SPOT ELEVATION
- DENOTES BIO-ROLL EROSION CHECKS
- E.O.F. — DENOTES EMERGENCY OVERFLOW ELEVATION
- DENOTES EROSION CONTROL BLANKET

TOTAL APPROXIMATED EXCAVATION: 226,985 CY
TOTAL APPROXIMATED FILL (CV): 223,592 CY



NOTE:
THE (1) INDICATES THAT THE GARAGE IS 1 BLOCK OR 0.7 FEET BELOW THE FIRST FLOOR ELEVATION.

WO = WALKOUT
LO = LOOKOUT
R = RAMBLER

TYPICAL LOT

N

0' 60' 120' 180'

NOT FOR CONSTRUCTION
Latest Revision Date: 05/15/19
0008121GDP01.dwg

Date: 04/08/19 Sheet: 4 OF 25

Westwood
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John Bender
Date: 05/15/19 License No. 43358

Revisions:
04/26/19 City Comments
05/15/19 Revised EP012A OCS & Storm Sewer

Designed: JHB
Checked: JHB
Drawn: CTY
Record Drawing by/date:

Prepared for:

Source Land Capital
18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Windsor Ridge

Inver Grove Heights, Minnesota

Preliminary Grading Plan

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Twin City Area 651-454-0002
Mn. Toll Free 1-800-252-1166

LOTS TEMPORARILY SERVED WITH LIFT STATION BY ARGENTA SEWER DISTRICT
NUMBER OF LOTS SERVED: 41

SAN PLUG
MH 15
TEMP. LIFT STATION
CBMH 217
MH 15B
CB 215
CB 218
MH 15A
SAN PLUG
MH 15C
MH 12
MH 18
MH 14
STMH 216
CBMH 214
CB 118
MH 19
MH 17
CBMH 117
MH 16
STMH 118
CB 115
SAN PLUG
CBMH 114
CBMH 213
MH 13
CB 212
STMH 211
CBMH 302
CBMH 301
FES 309
MH 20
CBMH 115
CBMH 303
MH 21
WTLD
HWL: 928.7
STMH 210A
FES 210
FES 256
FES 255
STMH 113
CBMH 304
MH 22
NURP POND
BOT: 920.0
NWL: 926.0
HWL: 929.0
EOF: 929.5
SEE SHEET 13
MH 11
STMH 200A
MH 10
INFILT. BASIN
NWL: 925.0
HWL: 928.6
EOF: 929.5
FES 254
FES 200
FES 253
STMH 201
STMH 111
CB 110
CBMH 109
MH 23
CB 305
CBMH 202
OCS 251
FES 250
CB 203
MH 24
CBMH 108
MH 8
OCS 400
MH 3
REGIONAL BASIN
(EP012A)
HWL: 910.6
OUTLOT B
FES 150
OUTLOT A
MH 7
OCS 151
CB 106
MH 6
STREET 2
MH 4
MH 5
CBMH 105
STMH 104
MH 2
LOTS SERVED WITH GRAVITY SEWER BY ARGENTA SEWER DISTRICT
NUMBER OF LOTS SERVED: 25
INFILT. BASIN
NWL: 930.0
HWL: 933.2
NURP POND
BOT: 924.0
NWL: 930.0
HWL: 933.2
EOF: 933.5
FES 100
MH
STMH 101
CBMH 102
CB 103
65TH STREET WEST
EX. SAN MH
STATE HIGHWAY NO 3 (ROBERT TRAIL SOUTH)

827 828 829 830 831 832 833 834 835 836 837 838 839 840

GENERAL UTILITY NOTES:

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- ALL STORM SEWER PIPE SHALL BE CLASS 5 UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL CONTACT "GOPHER STATE ONE CALL" FOR FOR UTILITY LOCATIONS PRIOR TO UTILITY INSTALLATION.
- TEMPORARY LIFT STATION TO BE REMOVED ONCE FUTURE DEVELOPMENT HAS ALLOWED GRAVITY SEWER DRAINAGE TO THE NORTH.

LEGEND

EXISTING

- SANITARY SEWER — SAN
- WATER — WAT
- HYD. W/VALVE
- STORM SEWER — STO

PROPOSED

- SANITARY SEWER
- WATER
- HYD. W/VALVE
- STORM SEWER
- 6" PERFORATED PVC DRAINTILE

N

0' 60' 120' 180'

NOT FOR CONSTRUCTION
Latest Revision Date: 04/26/19
00081210APO1.dwg

Date: 04/08/19 Sheet: 5 OF 25

Westwood
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Date: 04/26/19 License No. 43358

Revisions:
04/26/19 City Comments

Designed: JHB
Checked: JHB
Drawn: CTY
Record Drawing by/date

Prepared for:
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Windsor Ridge

Inver Grove Heights, Minnesota

Preliminary Overall Utility Plan

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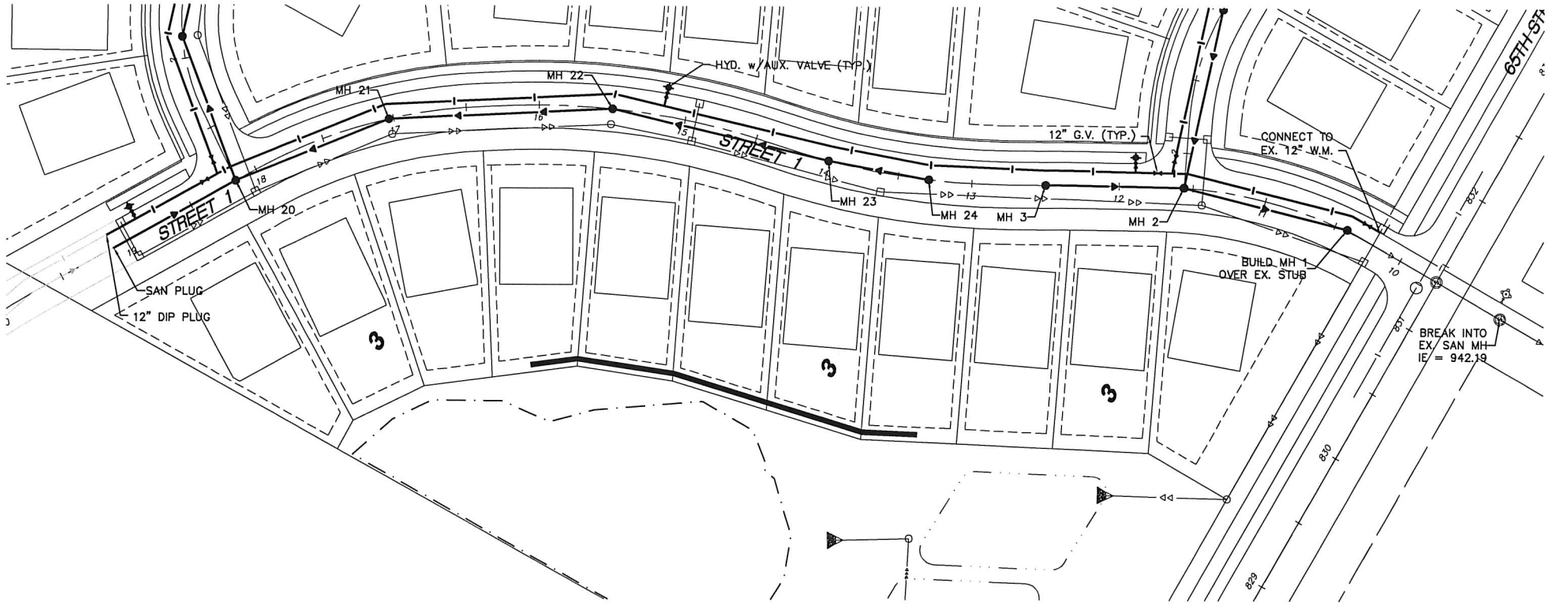
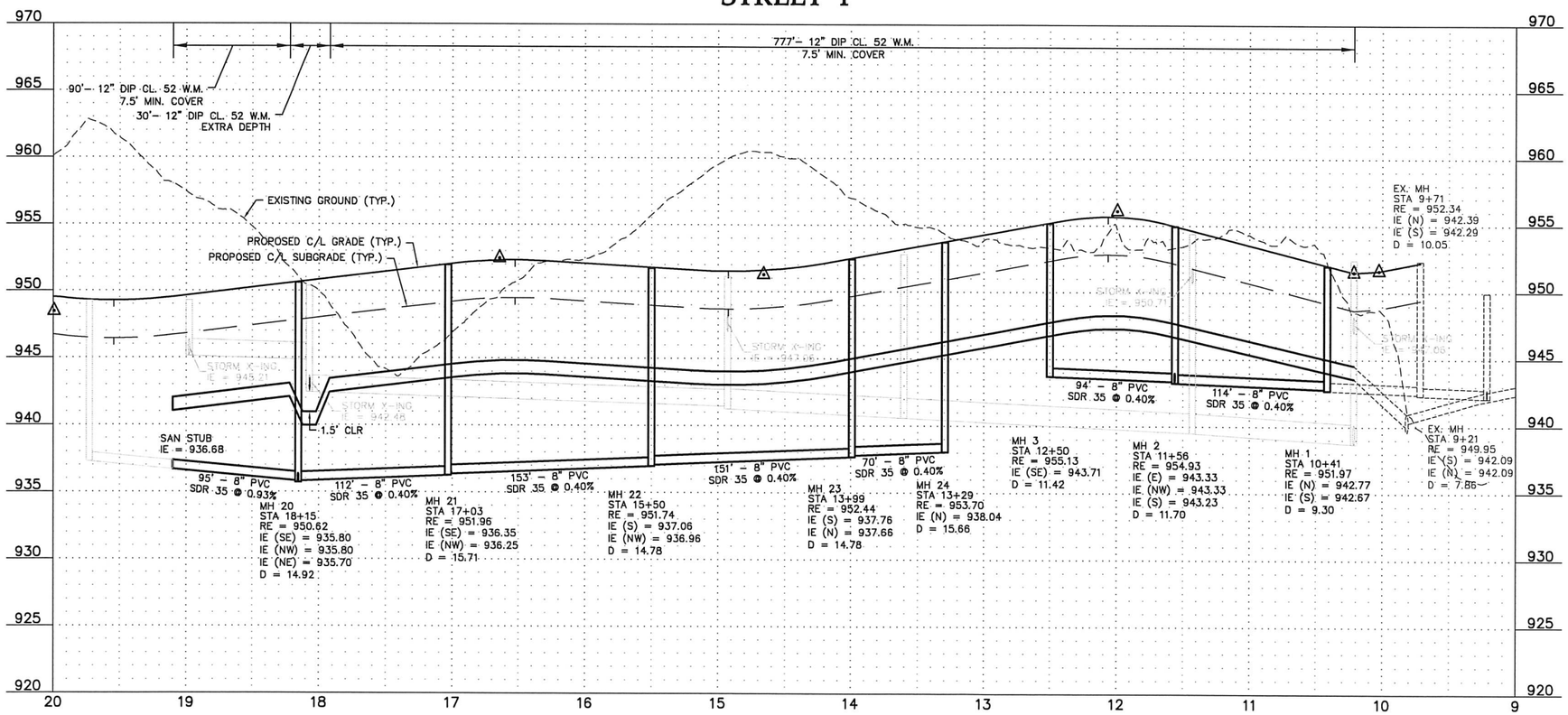


STREET 1



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- WATER —WAT—
- HYD. W/VALVE
- STORM SEWER —STO—

PROPOSED

- SANITARY SEWER
- WATER
- HYD. W/VALVE
- STORM SEWER
- 6" PERFORATED PVC DRAINTILE

0' 50' 100' 150'

NOT FOR CONSTRUCTION
Latest Revision Date: 04/26/19
0008121UTP01.dwg

Date: 04/08/19 Sheet: 6 OF 25

Windsor Ridge

Inver Grove Heights, Minnesota

Preliminary Sanitary & Watermain Plan

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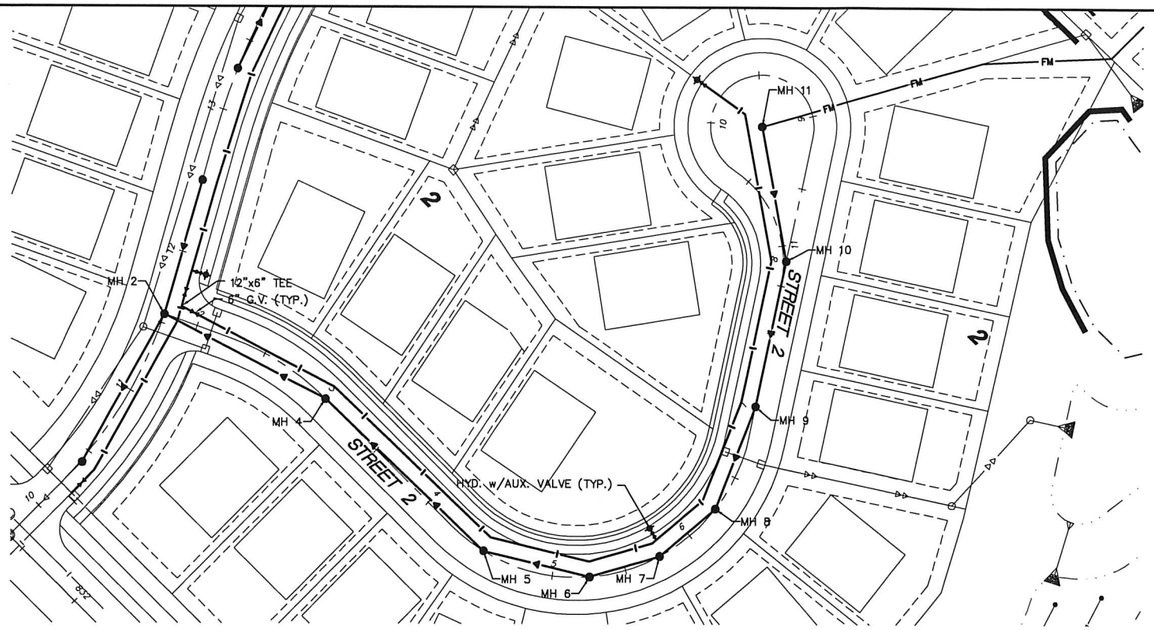
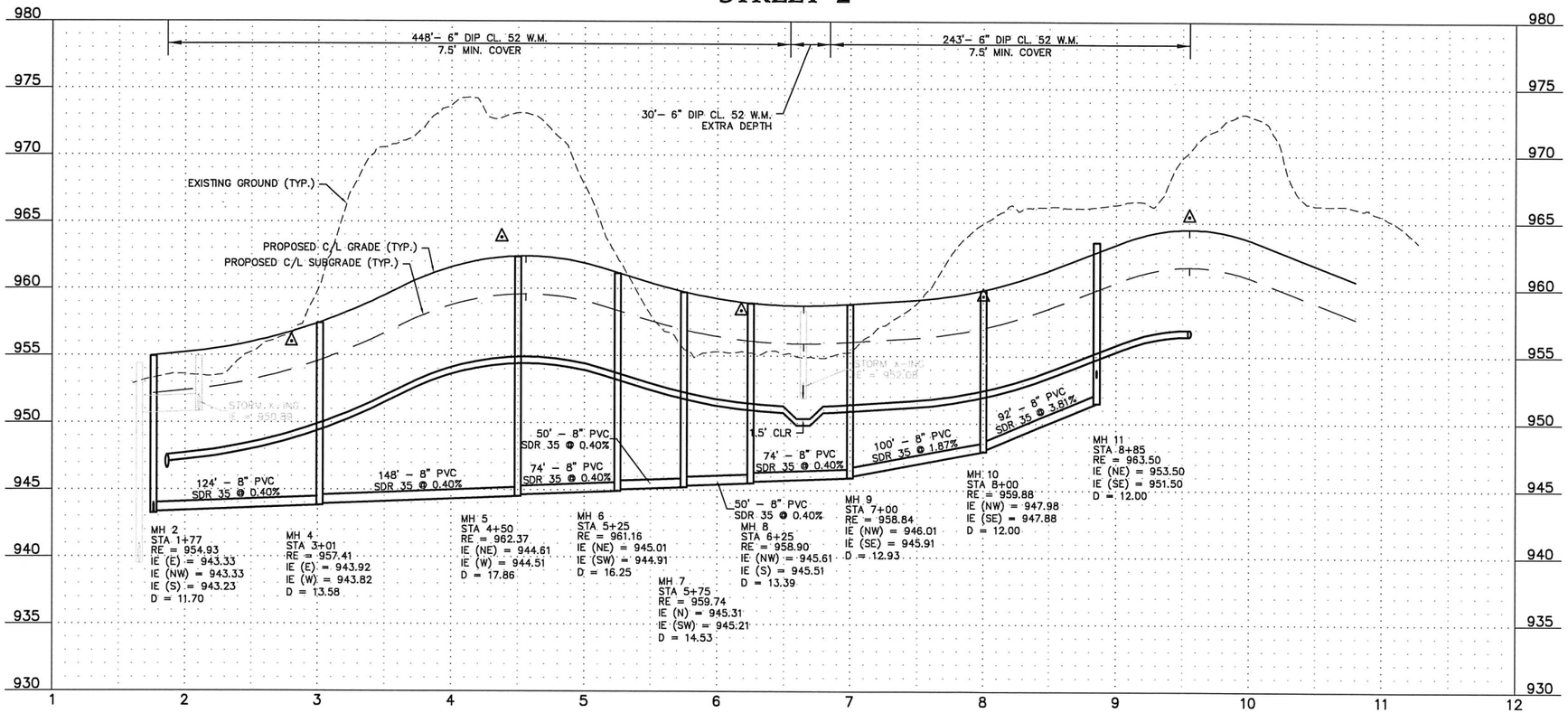


STREET 2



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LEGEND

EXISTING

SANITARY SEWER —SAN— (S)
WATER —WAT— (W)
HYD. W/VALVE (W)
STORM SEWER —STO— (ST)

PROPOSED

SANITARY SEWER
WATER
HYD. W/VALVE
STORM SEWER
6" PERFORATED PVC DRAINTILE

0' 50' 100' 150'

NOT FOR CONSTRUCTION
Latest Revision Date: 04/26/19
000B121UTP01.dwg

Date: 04/08/19 Sheet: 7 OF 25

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Drawn: CTY
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Prepared for:
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Plymouth, Minnesota 55446

Windsor Ridge
Inver Grove Heights, Minnesota

Preliminary Sanitary & Watermain Plan

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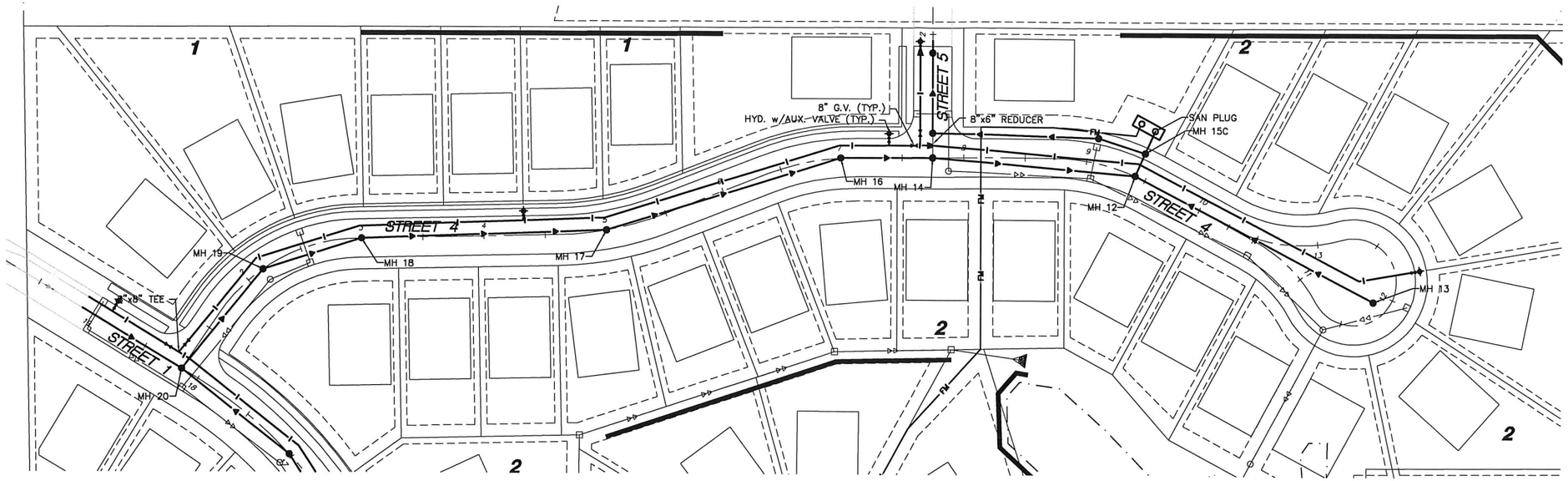

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LEGEND

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- HYD. W/VALVE
- STORM SEWER — STO

PROPOSED

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- WATER
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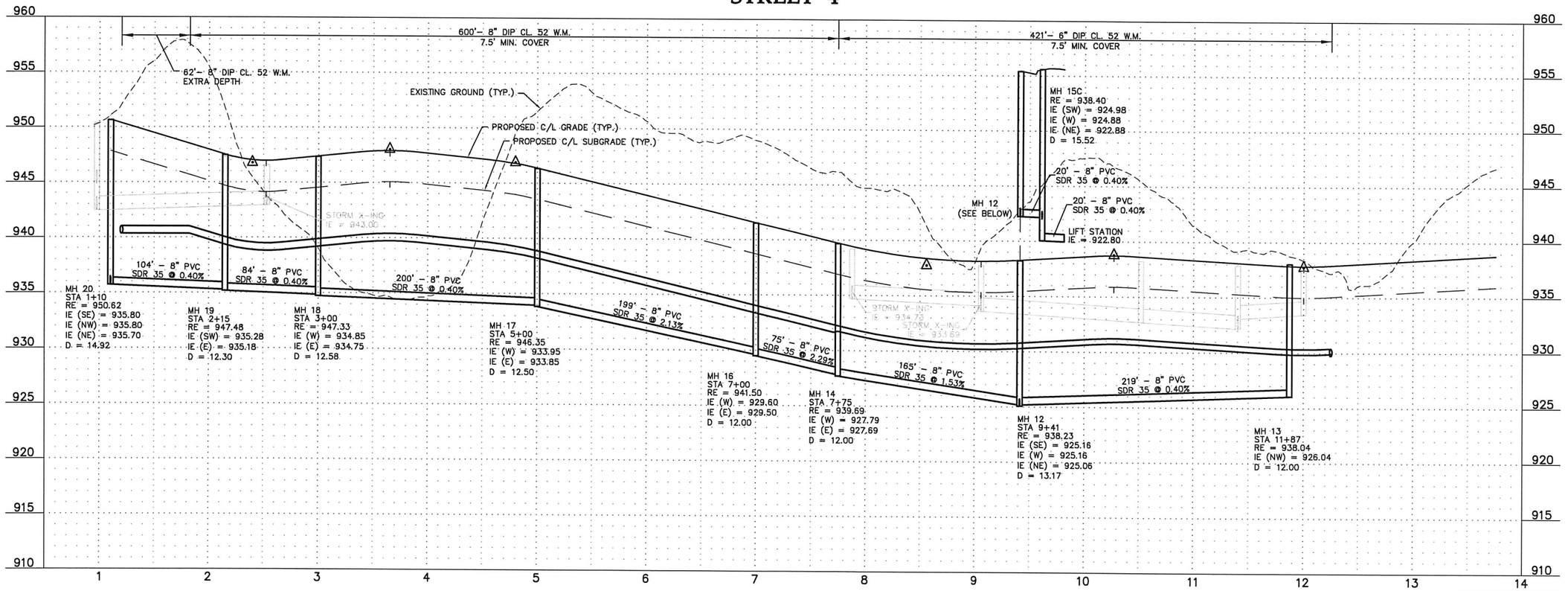
- 6" PERFORATED PVC DRAINTILE

STREET 4



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Latest Revision Date: 04/26/19
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Date: 04/08/19 Sheet: 8 OF 25

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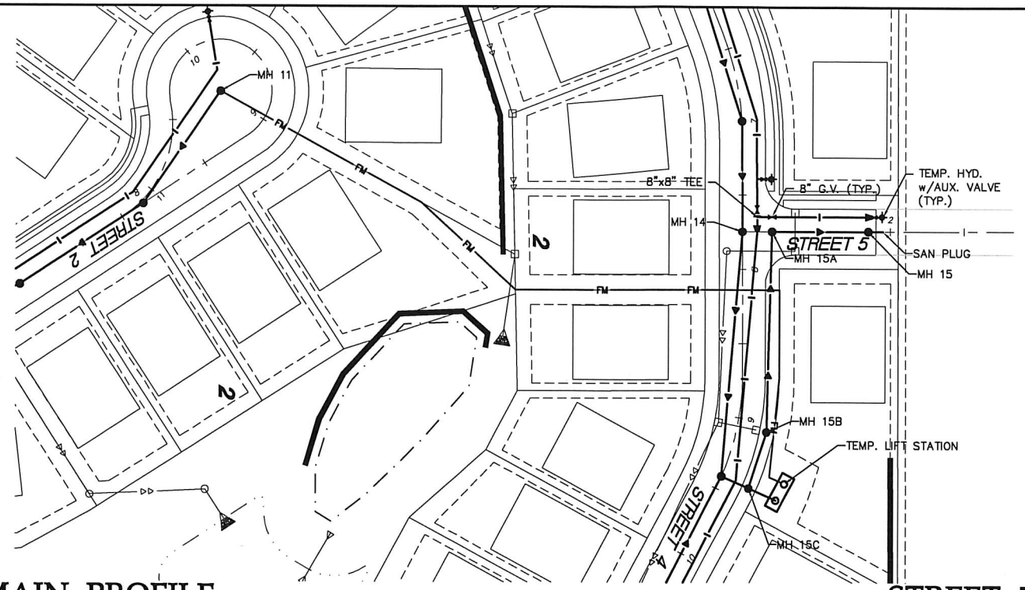

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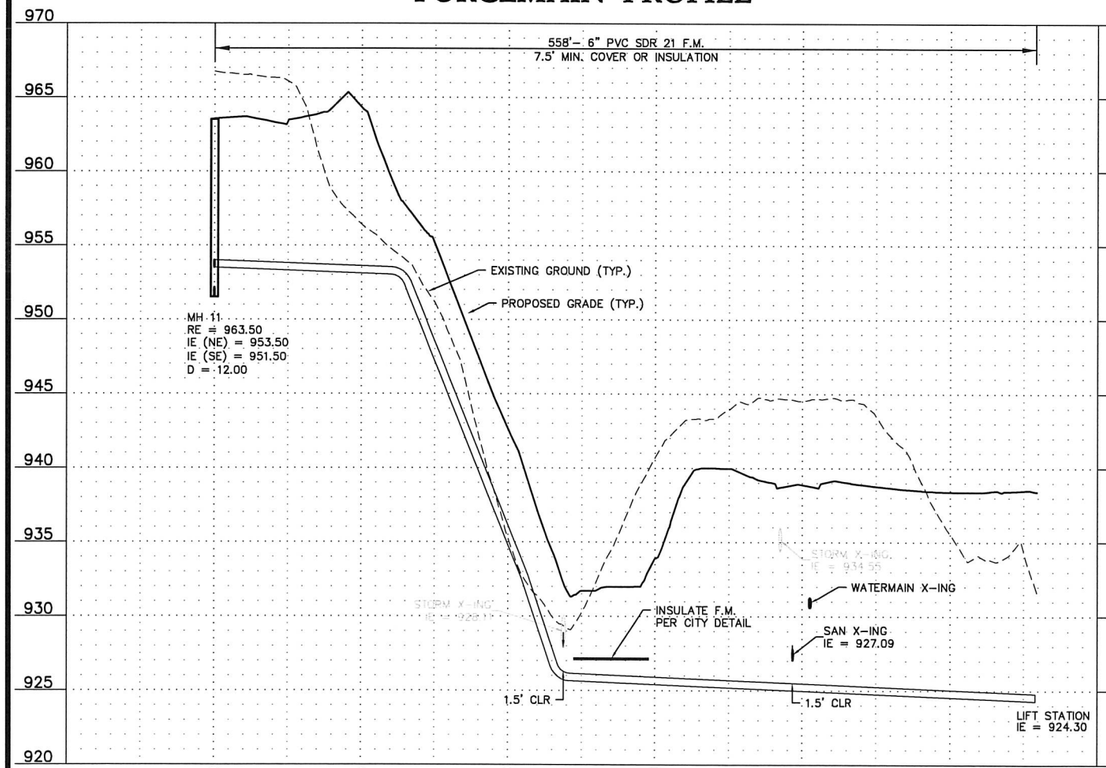
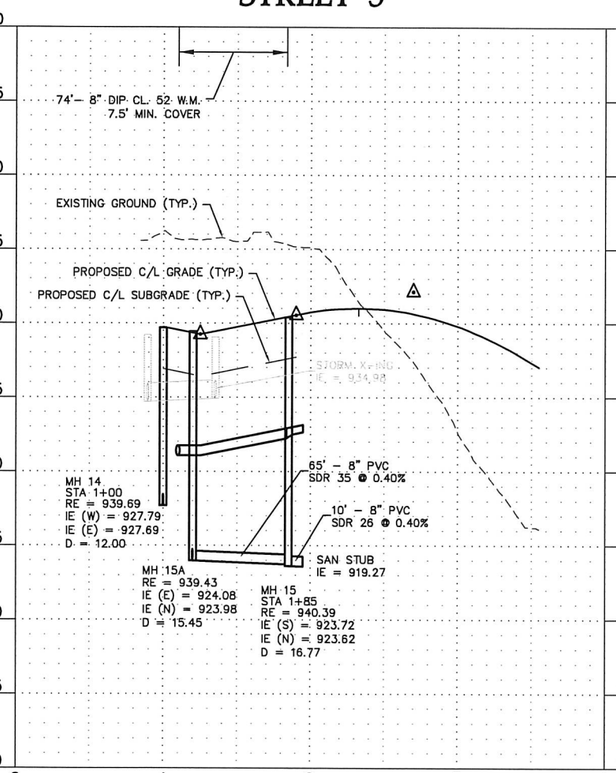
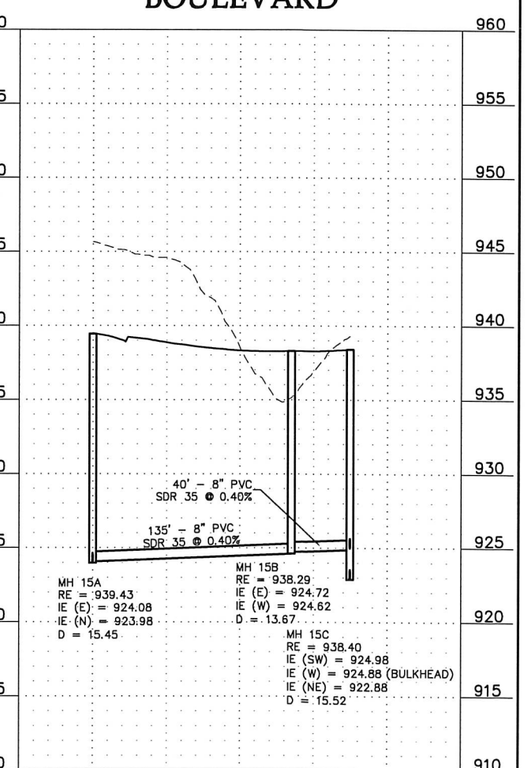
FORCEMAIN PROFILE



STREET 5



BOULEVARD



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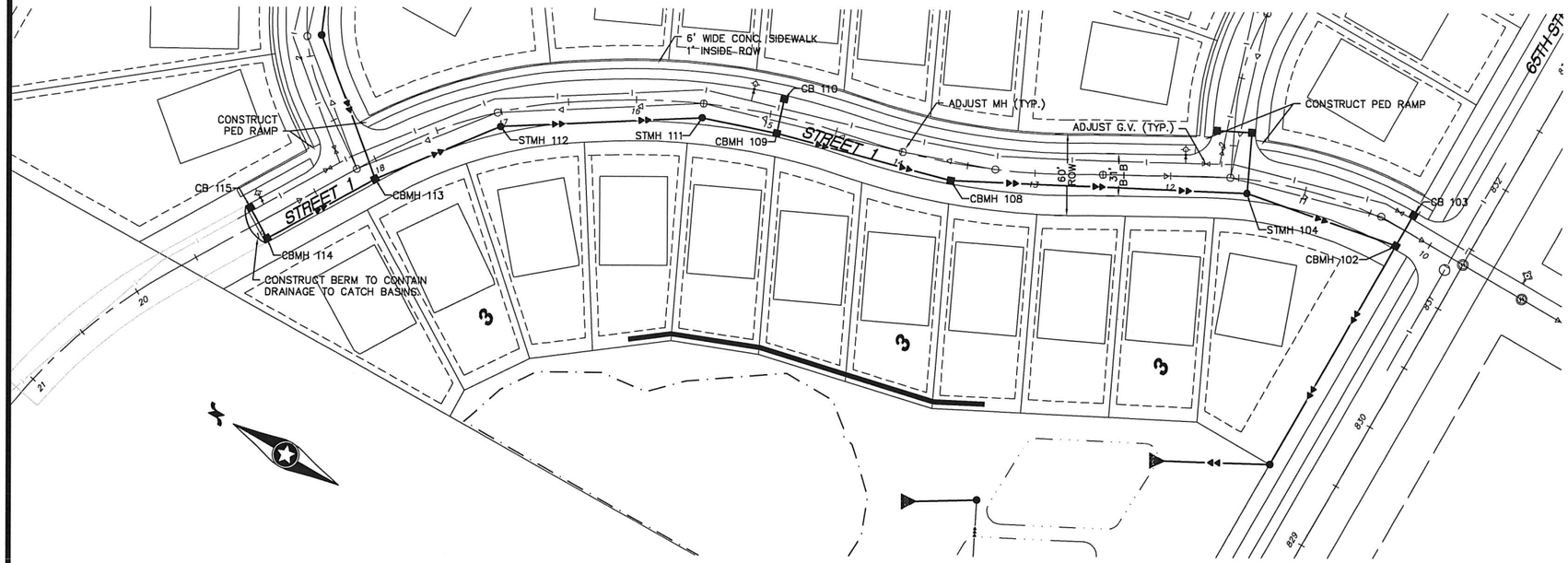
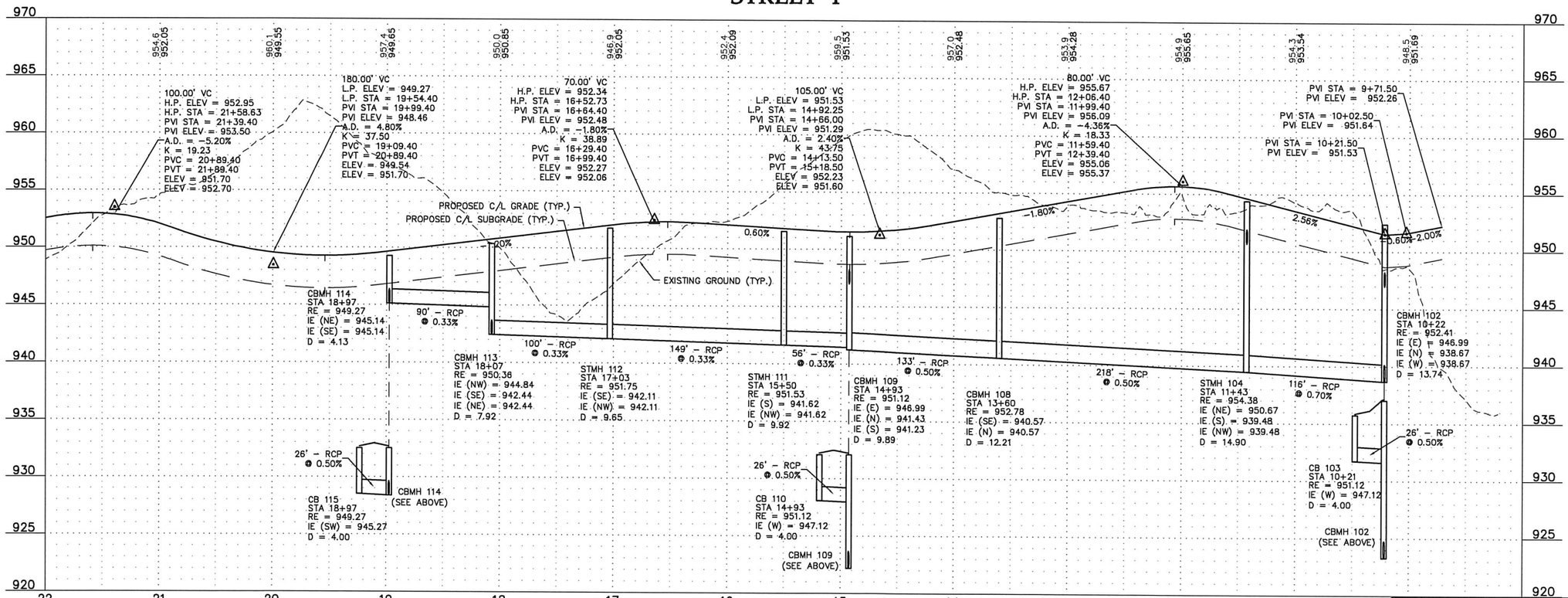


STREET 1



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- NO PARKING ON HYDRANT SIDE OF STREETS. FINAL PLANS WILL INCLUDE "NO PARKING" SIGNS.

Call 48 Hours before digging:
GOPHER STATE ONE CALL
Twin City Area 651-454-0002
Mn. Toll Free 1-800-252-1166

LEGEND

EXISTING

- SANITARY SEWER — SAN — (S)
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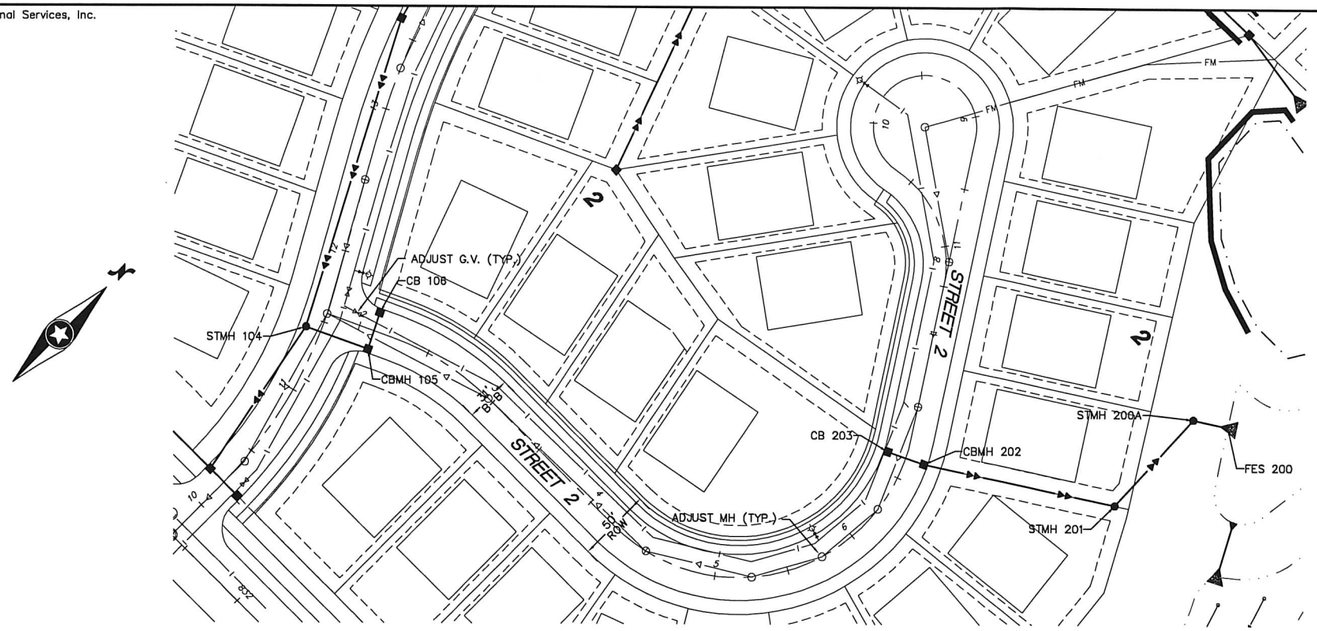

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LEGEND

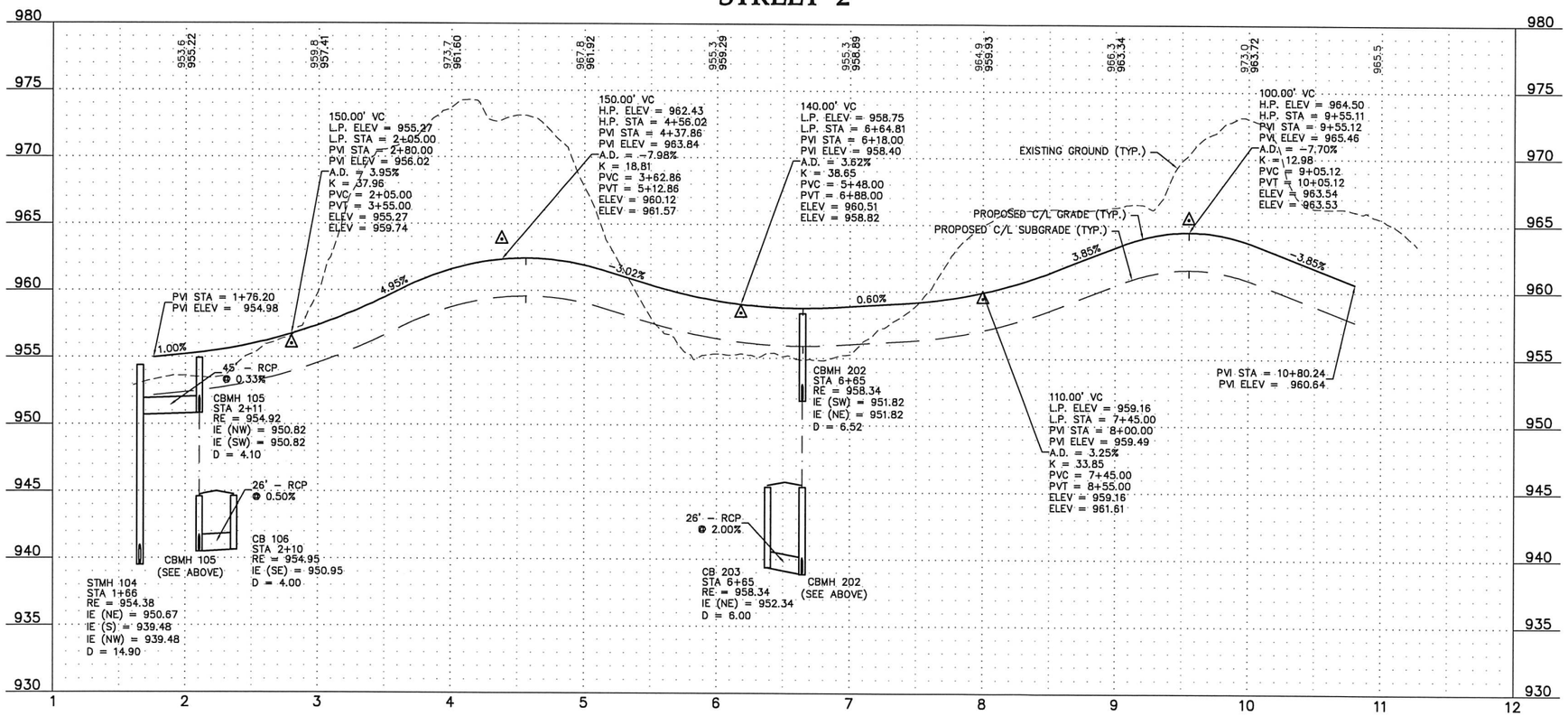
EXISTING

- SANITARY SEWER — SAN
- WATER — WAT
- HYD. W/VALVE
- STORM SEWER — STO

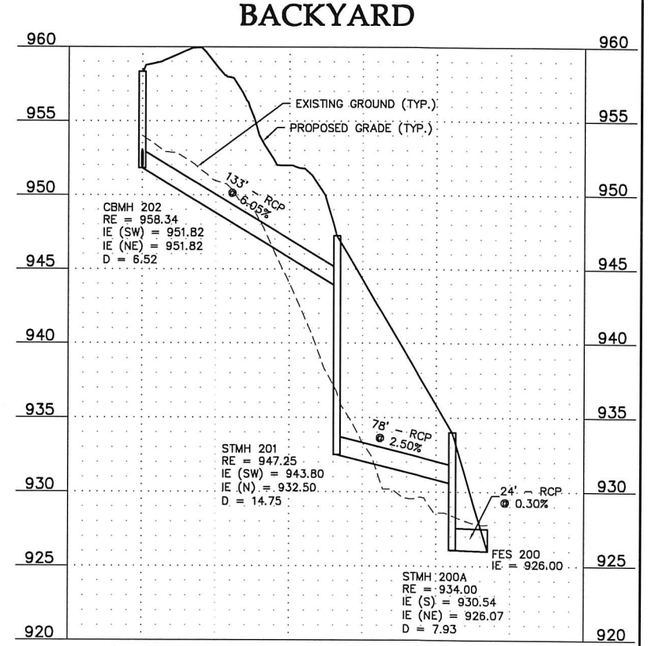
PROPOSED

- SANITARY SEWER
- WATER
- HYD. W/VALVE
- STORM SEWER
- 6" PERFORATED PVC DRAINTILE

STREET 2



BACKYARD



0' 50' 100' 150'

NOT FOR CONSTRUCTION
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Date: 04/08/19 Sheet: 11 OF 25

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John Bender
Date: 04/26/19 License No. 43358

Revisions:
04/26/19 City Comments

Designed: JHB
Checked: JHB
Drawn: CTY
Record Drawing by/date:

Prepared for:
Source Construction Capital
18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Windsor Ridge

Inver Grove Heights, Minnesota

Preliminary Street & Storm Sewer Plan

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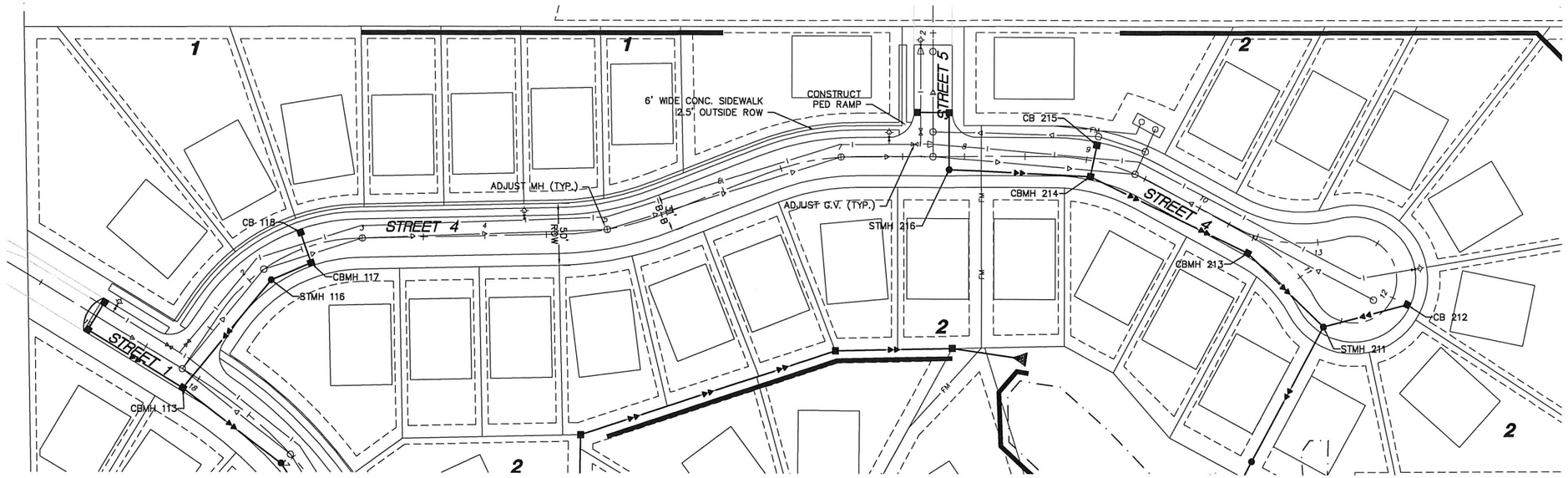
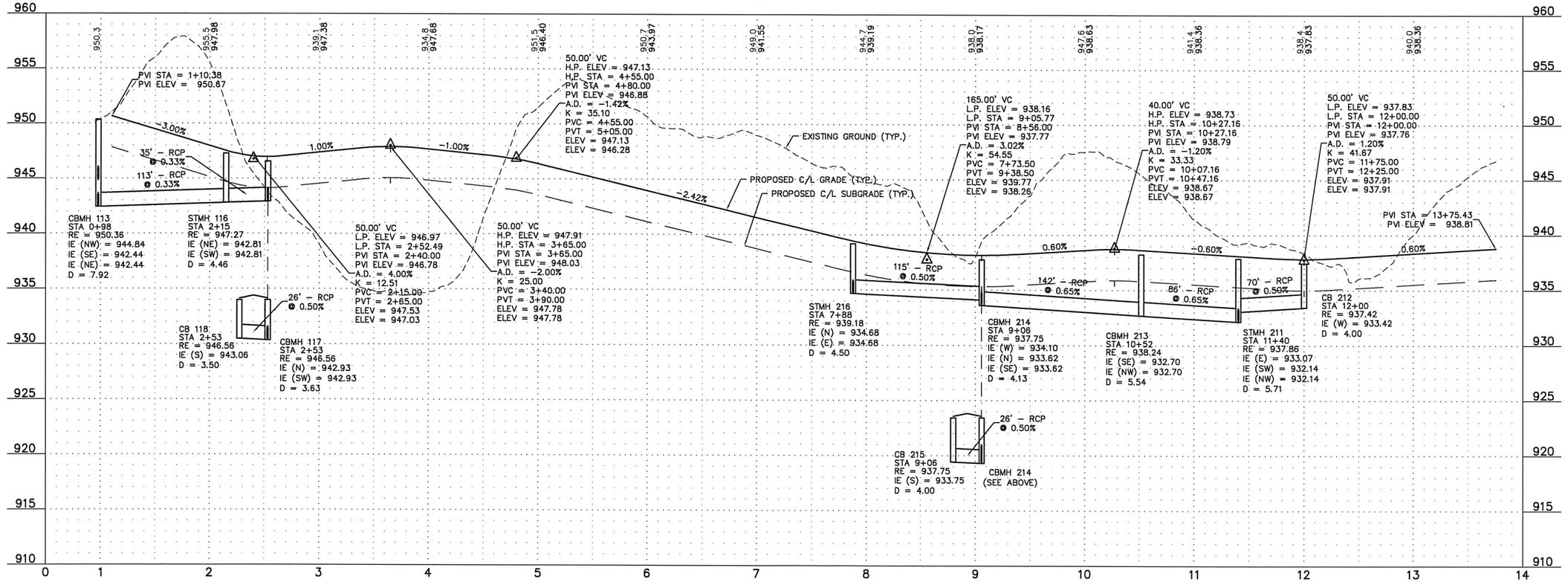


STREET 4



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Twin City Area 651-454-0002
Mn. Toll Free 1-800-252-1166

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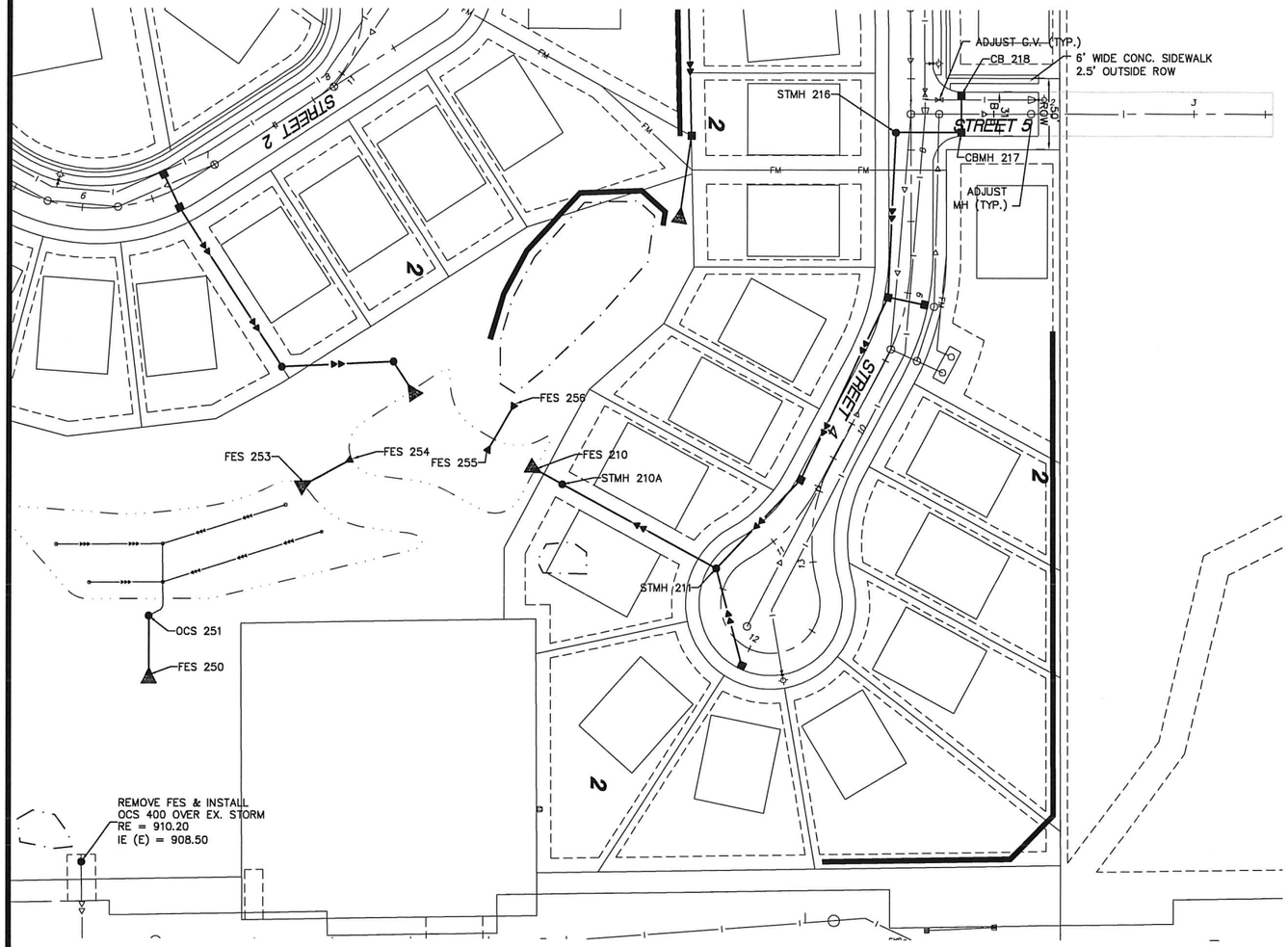
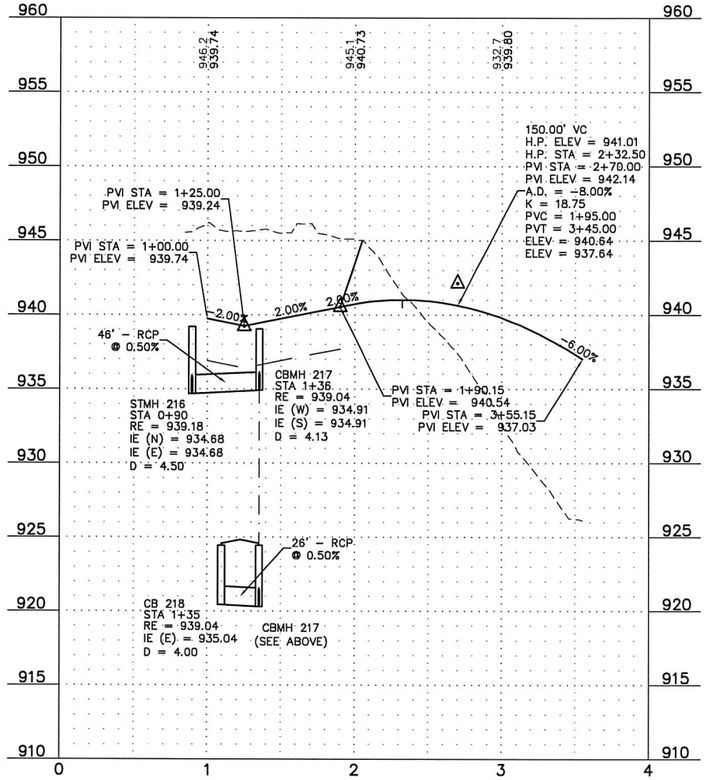


STREET 5



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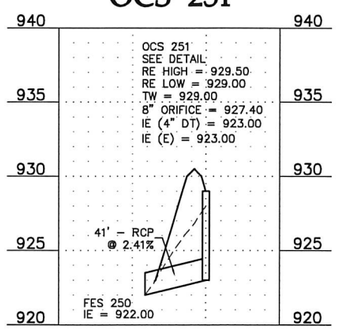
OCS 251



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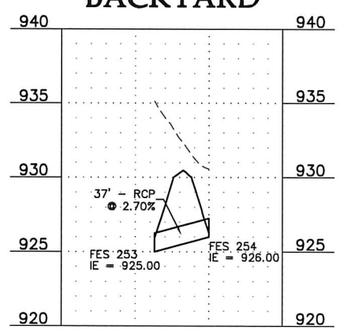

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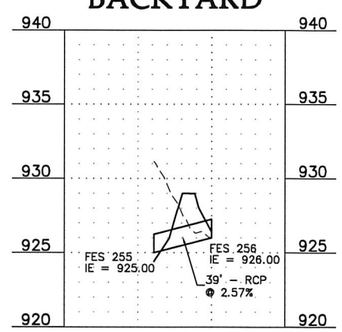

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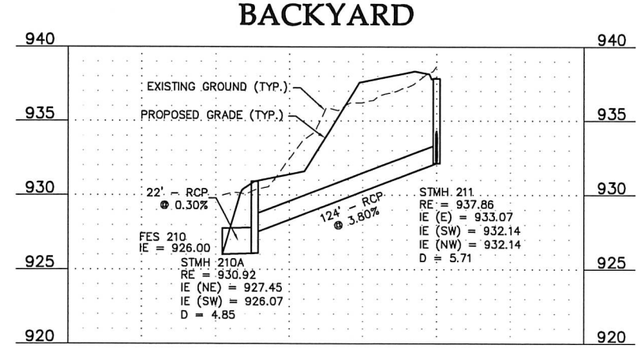

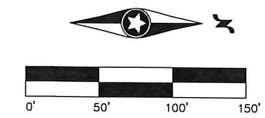

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Windsor Ridge

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Preliminary Street & Storm Sewer Plan

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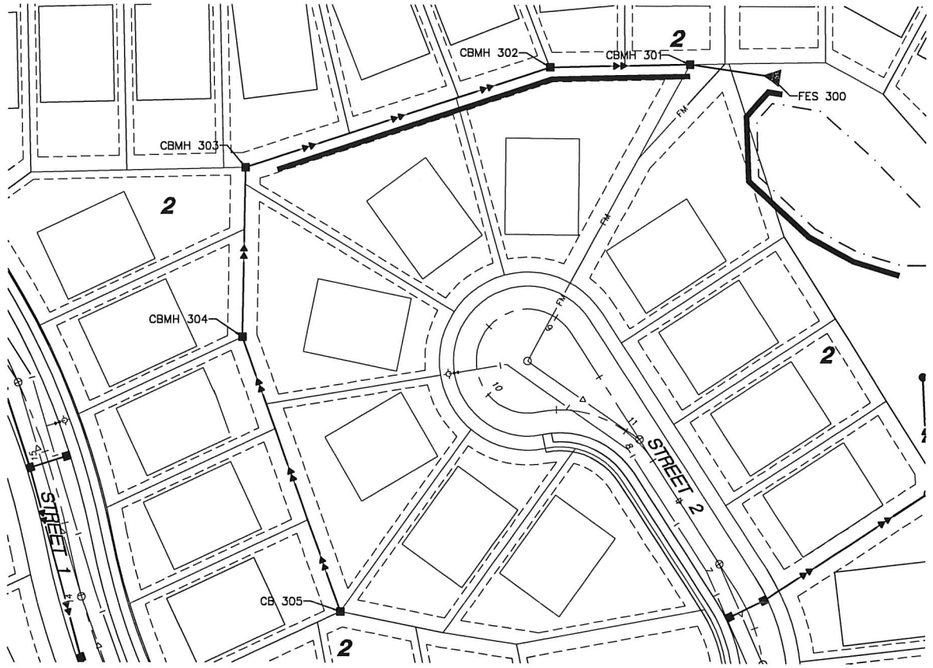
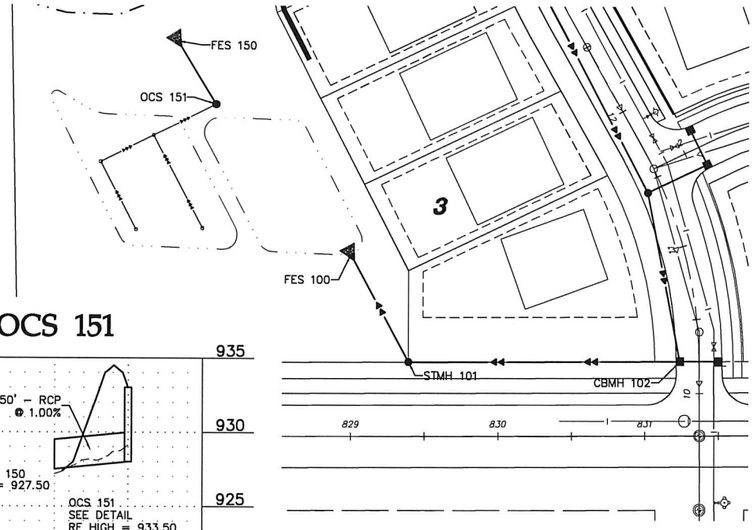
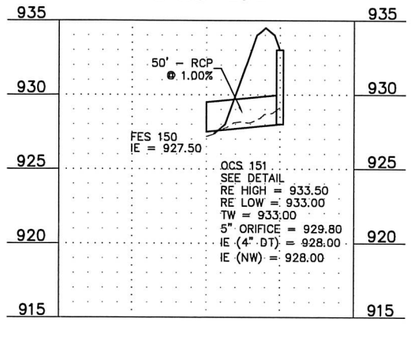




OCS 151



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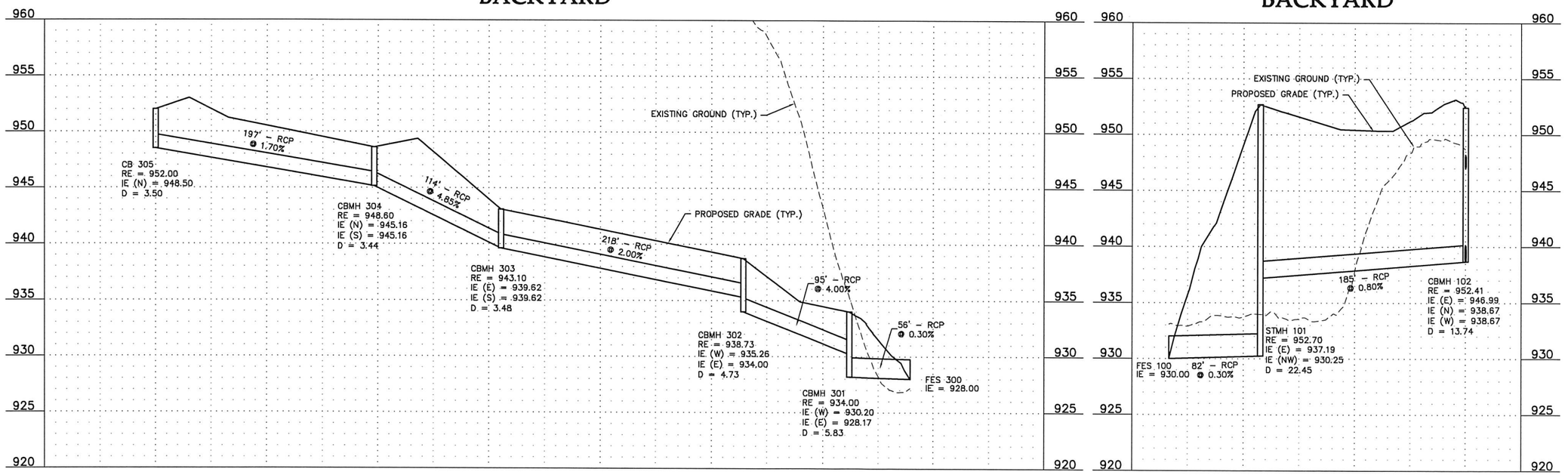

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Date: 04/08/19 Sheet: 14 OF 25

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Windsor Ridge
Inver Grove Heights, Minnesota

Preliminary Storm Sewer Plan

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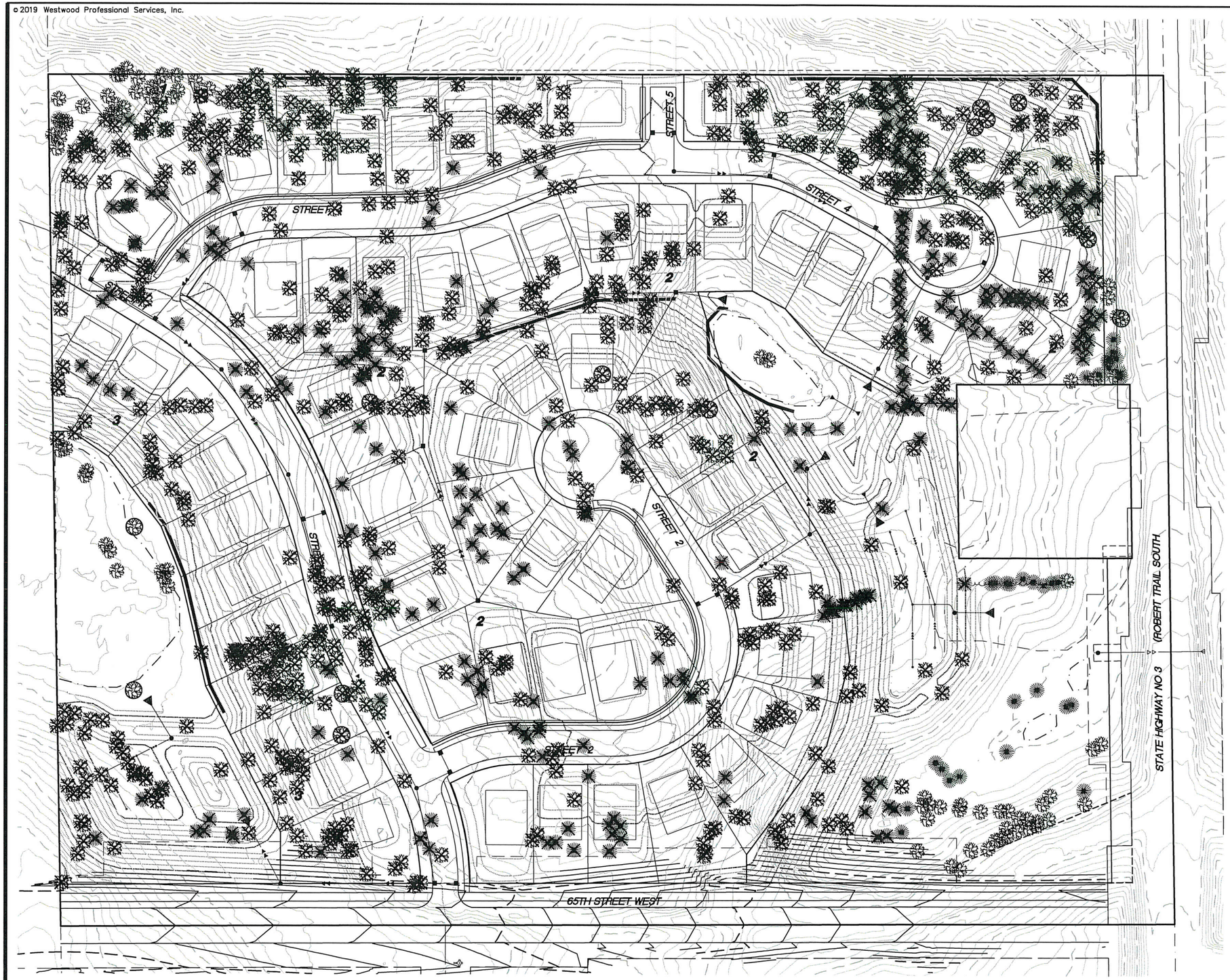

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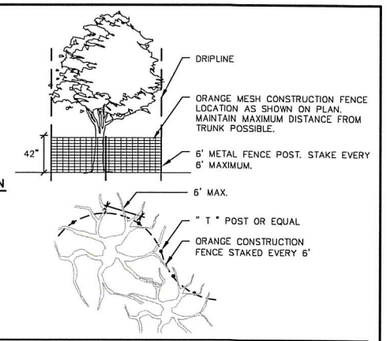

NOTES:

1. PRUNING WILL BE DONE BY PROFESSIONALS DURING APPROPRIATE PRUNING SEASON.
2. NO STORAGE OF MATERIALS, OPERATION OF MACHINERY, OR DEVELOPMENT OF ANY SORT WILL OCCUR WITHIN THE FENCE-LINE WITHOUT APPROVAL IN WRITING FROM THE CITY.
3. SITE GRADING TO BE DONE ONLY AFTER PROTECTIVE MEASURES HAVE BEEN TAKEN, CITY HAS APPROVED FENCING LOCATIONS, AND ALL CONTRACTORS HAVE BEEN BRIEFED ON TREE PRESERVATION TECHNIQUES.

Westwood	TREE PROTECTION	LAST REVISED: 09/28/15
		TP08

TREE REPLACEMENT CALCULATIONS

TOTAL SIGNIFICANT DBH INCHES		8354 DBH IN.
ALLOWABLE TREE REMOVAL (50%)		4177 DBH IN.
TOTAL SIGNIFCANT HEALTHY DBH INCHES REMOVED		7168 DBH IN.
CLASS A TREES REMOVED		1281 DBH IN.
CLASS B TREES REMOVED		5501 DBH IN.
CLASS C TREES REMOVED (HERITAGE)		386 DBH IN.
EXCESS TREE REMOVAL:		2991 DBH IN.
TREE REPLACEMENT	RATE	2350.5 DBH IN.
CLASS A TREES	50%	640.5 DBH IN.
CLASS B TREES	100%	1710 DBH IN.
CLASS C TREES	100%	0 DBH IN.

* Allowable tree removal shall be deducted from the removed Class C trees first, then Class B, and then Class A. If trees removals are in excess of the allowable limit they shall be replaced at the specified rate.

SAVED HERITAGE TREE CREDIT	128 DBH IN.
HERITAGE TREE DBH SAVED	64 DBH IN.
HERITAGE TREE CREDIT (2:1 IN. SAVED)	128 DBH IN.
TOTAL DBH TO BE REPLACED	2222.5 DBH IN.
TOTAL TREES TO BE REPLACED	889 TREES

* Replacement trees calculated at 2.5" deciduous / 6' evergreen
* Heritage trees to be replaced with identical or equivalent species
* Siberian Elm, Black Locust (invasive species) and any removed Ash (emerald ash borer - no longer recommended for planting) are excluded from total significant inches on site.
* Planted evergreens for landscape or windbreak purposes that are removed are not counted as significant trees.

Legend

- DENOTES EXISTING TREE TO REMAIN
- DENOTES EXISTING TREE TO BE REMOVED
- DENOTES HERITAGE TREE

N

0' 60' 120' 180'

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Date: 04/08/19 Sheet: 19 OF 25

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Inver Grove Heights, Minnesota

Preliminary Overall Tree Preservation Plan

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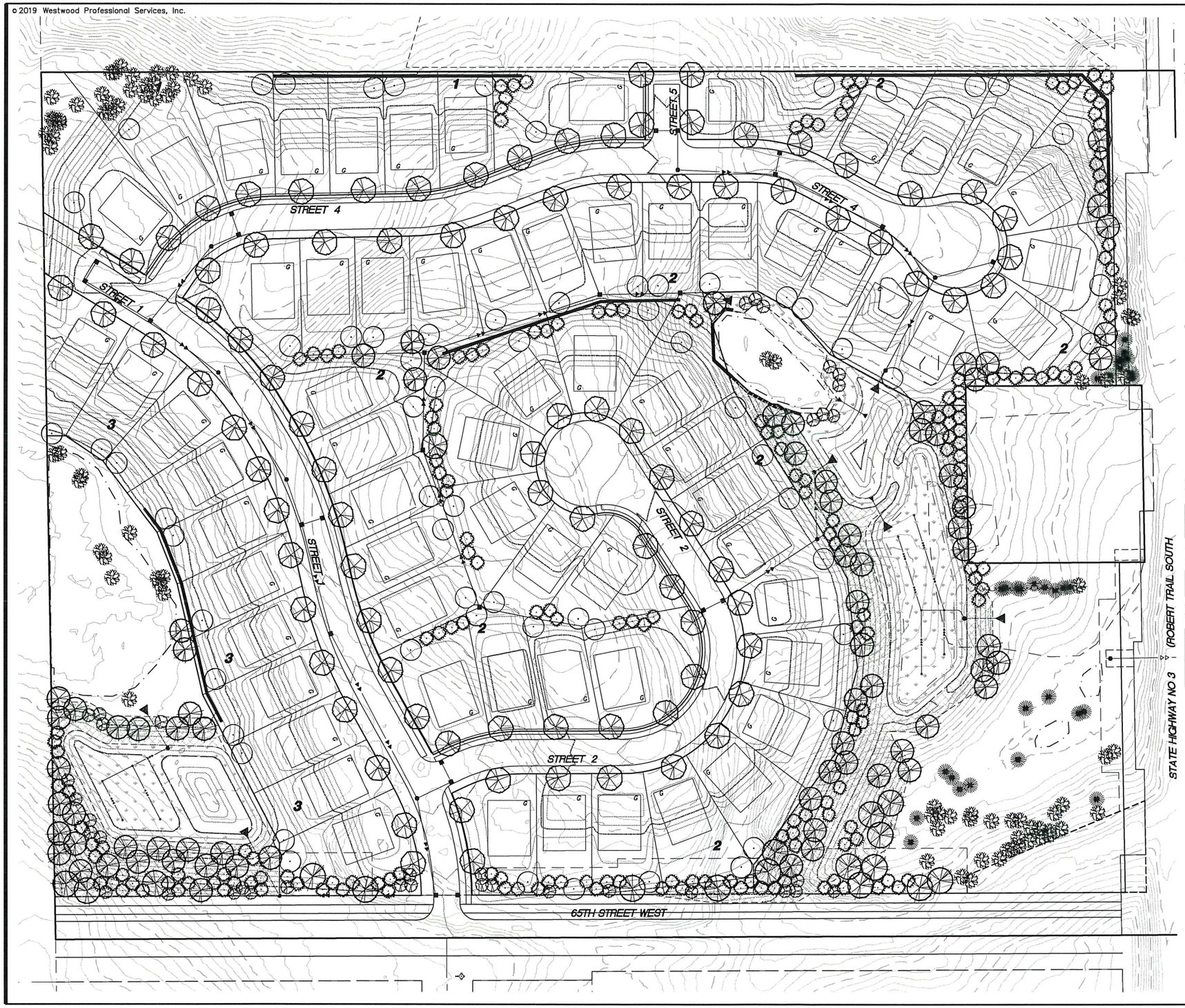

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Preliminary Plant Schedule

	SYMBOL	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.
STREET TREES		92	Sienna Glen Maple	2.5" BB	AS SHOWN
			Acer x freemanii 'Sienna'		
			Northwood Maple	2.5" BB	AS SHOWN
			Acer rubrum 'Northwood'		
			Skyline Honeylocust	2.5" BB	AS SHOWN
			Gleditsia triacanthos var. inermis 'Skycole'		
			Northern Pin Oak	2.5" BB	AS SHOWN
			Quercus ellipsoidalis		
BUFFER OVERSTORY TREES		93	Red Oak	2.5" BB	AS SHOWN
			Quercus rubra		
			Bur Oak	2.5" BB	AS SHOWN
			Quercus macrocarpa		
			Redmond Linden	2.5" BB	AS SHOWN
			Tilia americana 'Redmond'		
			Hackberry	2.5" BB	AS SHOWN
			Celtis occidentalis		
FUTURE YARD TREES		66	Prairie Cascade Willow	2.5" BB	AS SHOWN
			Salix 'Prairie Cascade'		
			River Birch	2.5" BB	AS SHOWN
			Betula nigra		
BUFFER ORNAMENTAL TREES		37	Profusion Crab	1.5" BB	AS SHOWN
			Malus 'Profusion'		
			Snowdrift Crab	1.5" BB	AS SHOWN
			Malus 'Snowdrift'		
			Autumn Brilliance Serviceberry	6' H.T. BB CLUMP	AS SHOWN
			Amelanchier x grandiflora 'Autumn Brilliance'		
BUFFER EVERGREEN TREES		195	Colorado Green Spruce	6' H.T. BB	AS SHOWN
			Picea pungens		
			Norway Spruce	6' H.T. BB	AS SHOWN
			Picea abies		
			Ponderosa Pine	6' H.T. BB	AS SHOWN
			Pinus ponderosa		
			White Pine	6' H.T. BB	AS SHOWN
			Pinus strobus		
			Canadian Hemlock	6' H.T. BB	AS SHOWN
			Tsuga canadensis		

Landscape Requirements

LANDSCAPE REQUIREMENTS:	66 TREES
•1 OVERSTORY TREE PER LOT (66 PROPOSED UNITS)	

Tree Preservation Requirements

TREE REPLACEMENTS REQUIREMENTS:	889 TREES
•SEE TREE PRESERVATION PLAN FOR COMPLETE CALCULATIONS	

Landscape Provisions

TOTAL LANDSCAPING PROVIDED:	483 TREES
• STREET TREES:	92 TREES
• BUFFER DECIDUOUS TREES:	93 TREES
• BUFFER EVERGREEN TREES:	195 TREES
• BUFFER ORNAMENTAL TREES:	37 TREES
• FUTURE REAR YARD TREES (BY BUILDER):	66 TREES

Native Seeding Legend

DENOTES STORMWATER NATIVE SEED MIX (33-261) TOTAL AREA (1.2 AC)

MESIC PRAIRIE GENERAL SEED MIX (35-241) TOTAL AREA (1.9 AC)

• ALL DISTURBED AREAS TO BE SODDED UNLESS NOTED OTHERWISE

N

0' 60' 120' 180'

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Inver Grove Heights, Minnesota

Preliminary Landscape Plan

MEMO

CITY OF INVER GROVE HEIGHTS

DATE: May 15, 2019

TO: Allan Hunting, City Planner

FROM: Thomas J. Kaldunski, City Engineer TJK

SUBJECT: Windsor Ridge Development
Stormwater Management Plan for Preliminary Plat Approval

This summary has been prepared to address issues discussed by the Planning Commission regarding the preliminary plat approval considered by the Planning Commission at their May 7, 2019 meeting. The Engineering Division supports the preliminary plat approval of Windsor Ridge and the stormwater management plan, dated May 15, 2019.

Background

The City of Inver Grove Heights has been utilizing the landlocked regional basins in the Northwest Area (NWA) for about 20 years. A grassroots review in the early 2000s resulted in a plan to utilize the regional basins to establish the NWA Stormwater Manual (1st draft 2004 by EOR). This plan promotes the use of existing regional basins as opposed to a multi-million-dollar storm sewer outfall system to the Mississippi River. The City has updated the NWA Stormwater Model many times over the years. The most recent model of the basins is the August 2018 (Exhibit 1 – Robert Watershed Corridor Regional Basin Map) 4th Generation Water Resources Plan which has been incorporated into the City's 2040 Comprehensive Plan.

The City has a 20-year successful implementation of the NWA Stormwater Model. It has resulted in successful development such as:

Argenta Hills 1st through 9th Additions
Blackstone Vistas 1st through 3rd Additions
Blackstone Ponds
Blackstone Ridge
Windwood 2nd Addition
Industrial Equities Commercial Building

The NWA Water Resources Plan has also been successfully incorporated into many road improvement projects such as:

80th Street Reconstruction
Roundabout at TH 3 and Amana Trail
Turn Lanes at TH 3 and Auburn Path
Reconstruction of Argenta Trail and Intersection with TH 55
Construction of the Intersection at TH 3/65th Street
Construction of the Roundabout at TH 3/70th Street

The NWA Stormwater Plan has been successfully implemented to manage stormwater runoff in extreme events, such as the current wet cycle from June 2014 (13" rain) to spring 2019 (record snowfall and subsequent melt). This track record provides the City with a history that supports the 4th Generation Water Resources Plan and the City should continue following this comprehensive plan.

Discussion at the May 7, 2019 Planning Commission Meeting

The Planning Commission considered the approval of the Windsor Ridge plat at this meeting. Action on approval was delayed/tabled to the May 21, 2019 meeting because of questions asked by the Planning Commission members seeking clarification of the development's stormwater management plan proposal by Barr Engineering (on of the City's preferred three stormwater consultants in our pool of consultants).

There were also some comments received from area residents related to the development of Windsor Ridge. It should be noted that these comments were related to the NWA Water Resource Plan covering the development and some erosion impacts which were related to City Project No. 2017-24 – Intersection of TH 3 and 65th Street (currently under construction since 2018). Note that the City has a plan of action to address the resident's concern on erosion from City Project No. 2017-24. This written plan of action was agreed to between the City and the landowner. The action on the preliminary plat should be separated from City Project No. 2017-24.

MnDOT History of Culverts Drainage Windsor Ridge

The City has contacted MnDOT to gather information related to the 24" CMP that drains from Windsor Ridge (west of T.H. 3) to the east side at Regional Basin EP-013 (Nichol's site). MnDOT has indicated that this culvert was existing since 1936 when TH 3 was graded. It has functioned well throughout the years. They confirmed the culvert's existence in a 2013 plan which added some curb and stormwater on parts of TH 3. MnDOT did this work to address erosion issues on the steep slopes by the guard rails. Several inlets/CBs were installed with pipe to drain to the west side.

In 2018, the City started working on City Project No. 2017-24 (intersection of TH 3 and 65th Street). The ends of the original MnDOT culvert were lengthened to address the retaining wall built in the east and the three to one slope constructed on the west. This work was done in 2018 to meet MnDOT requirements on the project. City Project No. 2017-24 will be completed in 2019.

Positive Drainage Effects from City Project No. 2017-24

The Windsor Ridge site and watershed that flows through the MnDOT culvert to Regional Basin EP-013 (east of T.H. 3) have received positive drainage affects related to the City's intersection project at TH 3/65th Street (2017-24). This is best illustrated by the attached (Exhibit 2 – Storm Sewer Drainage Area Map) from the stormwater management plan prepared by WSB.

This plan (Exhibit 2 – Storm Sewer Drainage Area Map) illustrates the drainage area to the MnDOT culvert and the watershed for the Windsor Ridge Regional Basin. Note that the City's projects on 65th Street (2017-24 and 2015-03) have developed a water resources plan (Exhibit 3 – TH 3 Improvements) that follows the NWA standards and directs flow into the triangular basin in the Northwest Quadrant of the 65th Street/TH 3 intersection. These plans are intercepting the drainage area on 65th Street and the area south of 65th Street (labeled 5200). The net effect of this is a significant reduction in the watershed area draining to the Windsor Ridge Drainage Basin (labeled 5300). Ultimately these areas receive stormwater treatment and infiltration in the triangle basin and convey the improved stormwater south along TH 3 to an existing Regional Basin located on the Dalsin property. This reduces the watershed to Windsor Ridge and ultimately the Regional Basin EP-013 on the east side of TH 3. This reduction in area provides capacity for Windsor Ridge's Regional Basin to serve the development's impervious surfaces.

Review of Original Stormwater Plan – Windsor Ridge

The City received an application for the preliminary plat review on this development on April 10, 2019. The Engineering Division initiated its review of the preliminary plat and related plans. The staff and consultant comments from Bolton & Menk were prepared and shared with the Planning Division. These comments are typically referenced in the Planning approval. The

City Engineer did not receive the original stormwater plan from Barr Engineering until 2:30 p.m. on May 7, 2019. The Engineer did not have the opportunity to review the Water Resources Plan until after May 8, 2019.

The following summarizes the City Engineer's review of the Windsor Ridge Water Resources Plan.

Minimum required for compliance with the NWA standards includes the following:

a) A stormwater volume reduction is required for the five-year event (3.6" rain) which will reduce the runoff from new impervious surfaces. This requirement is typically met using infiltration practices. Some time filtration practices are considered with poor draining soils. This helps ensure that the post-development runoff is equal or less than the pre-development runoff for the five-year event.

b) Stormwater flow rates for the two-year, ten-year and 100-year events are to be managed to ensure post-development runoff rates are less than or equal to pre-development runoff rates to meet the NWA standards.

c) Fifty percent of the pre-treatment (infiltration or filtration) for improved water quality of stormwater is to occur in the upland areas of the development.

The original stormwater report addresses the NWA standards listed above as it relates to drainage under TH 3 to the east. This is illustrated in (Exhibit 4 – Proposed Conditions Windsor Ridge Stormwater) and in the Barr report in Table 3-1 that compares the volume control and rate control to Regional Basin EP-013 on the site east of TH 3. All proposed conditions in Table 3-1 (below) are less than the pre-existing condition.

Table 3-1 Runoff Volume and Peak Rate Comparison (Original)

Flow Direction	5-year Runoff Volume Leaving Site (ac-ft)		2-year Peak Discharge Rate (cfs)		10-year Peak Discharge Rate (cfs)		100-year Peak Discharge Rate (cfs)	
	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed
EP-013 (east under TH3)	0.36	0.05	0.26	0.15	2.52	2.14	12.31	12.13

This excerpt from the Table indicates the NWA standards are being met for this culvert. The City Engineer's review indicated other areas of the development needed further review for full compliance with the NWA standards. Barr Engineering worked with the developer to consider other stormwater options to bring the entire development into compliance. An updated technical memo dated May 15, 2019 has been prepared and is subsequently being incorporated into the Windsor Ridge Stormwater Management Plan (tech memo Table 3-1 on page 4).

The tech memo, dated May 15, 2019, outlines the modifications to the plan that the City supports. It includes modifications to an overflow structure with weir and valves to allow the basin serving Windsor Ridge to contain the 100-year runoff from the development. The emergency overflow for the basin will allow drainage through the MnDOT culvert under TH 3 to convey stormwater in excess of the 100-year event into Regional Basin EP-013. Table 3-1 has been updated to reflect the developer's proposed stormwater management plan for Windsor Ridge as shown in the following table. Exhibit 5 illustrates the ponding area in orange that results in the updated May 15, 2019 Table 3-1 (top of page 4).

Table 3-1 Runoff Volume and Peak Rate Comparison (updated May 15, 2019)

Flow Direction	5-year Runoff Volume Leaving Site (ac-ft)		2-year Peak Discharge Rate (cfs)		10-year Peak Discharge Rate (cfs)		100-year Peak Discharge Rate (cfs)	
	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed
EP-013 (east under TH3)	0.36	0.00	1.73	0.00	3.11	0.00	13.12	0.00

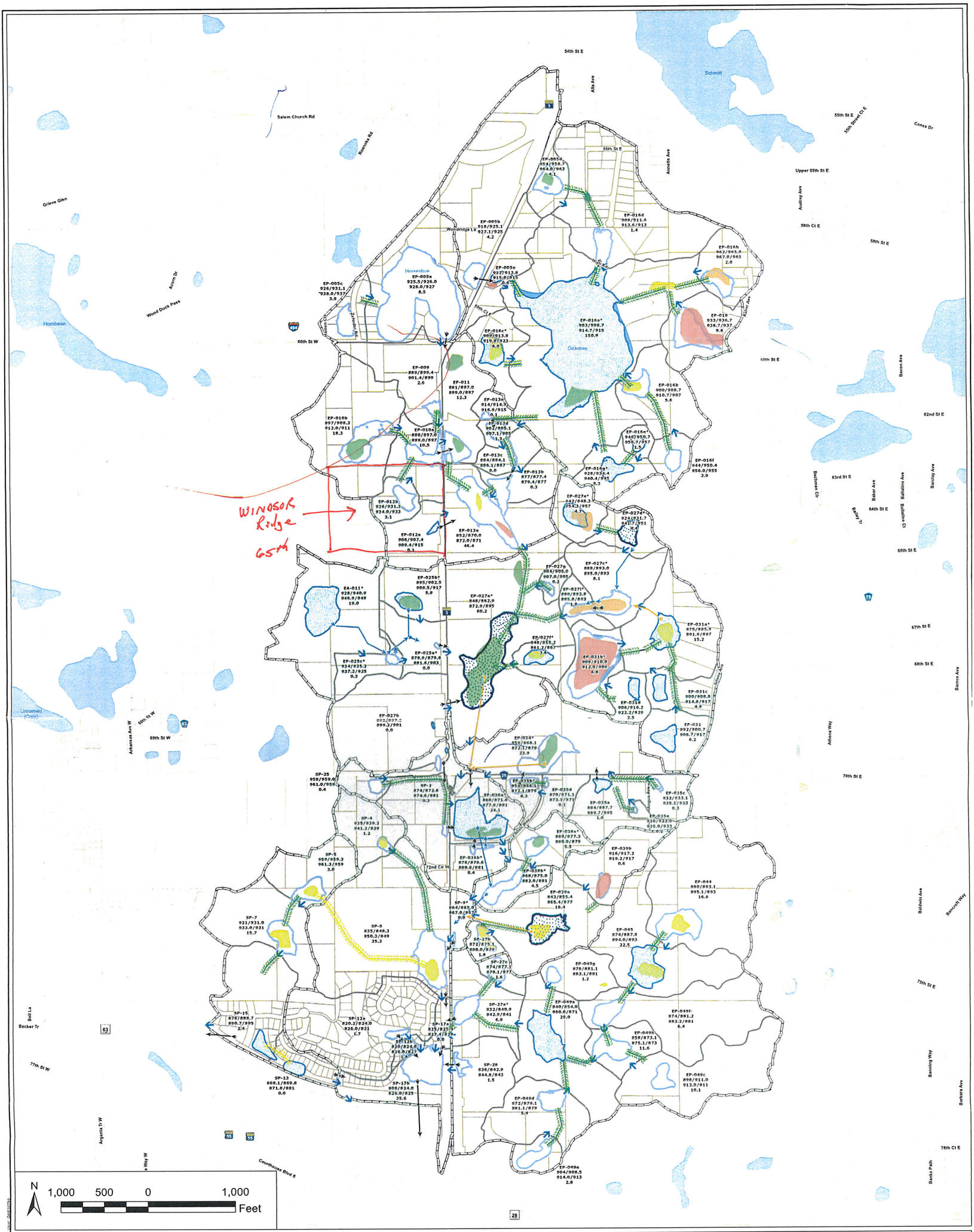
The results of the developer's updated stormwater management plan meet or exceeds the City's NWA standards.

The Engineering Division recommends approval of the Windsor Ridge preliminary plat based upon the updated stormwater plan.

The City should continue following its 2040 Comprehensive Plan based upon the NWA Stormwater Plan (4th Generation).

TJK/kf

Attachments: Exhibit 1 – Robert Watershed Corridor Regional Basin Map
Exhibit 2 – Strom Sewer Drainage Area Map (TH 3)
Exhibit 3 – Trunk Highway 3 Improvements Drainage Overview Map
Exhibit 4 – Proposed Conditions Windsor Ridge Stormwater
Exhibit 5 – Basin EP-012a Ponding Scenarios (Windsor Ridge Stormwater)



Legend

- Parcels
- Existing Waterbody
- Subwatershed Boundaries
- Catchment Flow Direction

Overflow

- Existing Culvert
- Overland Flow (low)
- Overland Flow (high)
- Proposed Pipe
- Proposed Pump

Wetland Management Classification (per 6/26/14 NWA Regional Basin Map)

- 1 - Maintain 100yr HWL
- 2 - Maintain 100yr HWL +0.5
- 3 - No Requirements
- 4 - No Requirements

Proposed Basin by Overflow Category

- Category 1
- Category 2
- Category 3

Roadways

- Interstate Trunk Highway
- U.S. Trunk Highway
- Minnesota Trunk Highway
- County Roads
- Minor Streets

Subwatershed Key
*See Feasibility Design For Basin Detail

SP-12a	Basin Name
904.0/908.6	NWL/10-Day HWL
914.0/913.0	LFE/NOF
2.9	Maximum Storage Volume (AC-FT)

EXHIBIT 4

CITY OF INVER GROVE HEIGHTS

Robert Watershed Corridor Regional Basin Map (Model 4)

WENCK
Responsive partner. Exceptional outcomes.

AUGUST 2018

Exhibit 2

N

SCALE IN FEET
0 25 50

DRAINAGE ID	DRAINAGE AREA (AC)	PERVIOUS AREA (AC)	IMPERVIOUS AREA (AC)	WEIGHTED RUNOFF COEFF.	TIME OF CONCENTRATION (MIN)
5003	0.119	0.023	0.096	0.803	10
5004	0.207	0.207	0.096	0.4	10
5005	0.202	0.035	0.167	0.813	10
5006	0.216	0.105	0.111	0.657	10
5007	0.281	0.049	0.232	0.813	10
5009	0.113	0.047	0.065	0.69	10
5010	0.188	0.028	0.161	0.826	10
5012	0.26	0.057	0.203	0.79	7
5013	0.131	0.07	0.061	0.634	10
5015	0.153	0.021	0.133	0.833	7
5016	0.239	0.035	0.203	0.826	10
5018	0.029	0.005	0.025	0.819	7
5019	0.207	0.031	0.176	0.825	10
5020	0.09	0.013	0.076	0.826	7
5022	0.187	0.033	0.154	0.812	10
5023	0.104	0.045	0.059	0.685	10
5024	0.158	0.089	0.07	0.619	10
5200	3.723	3.015	0.707	0.495	20
5201	2.714	1.61	1.104	0.603	20
5202	0.148	0.03	0.118	0.799	10
5300	5.868	5.606	0.262	0.422	18

EP-0256

EP-0129(F)

EP-013

P

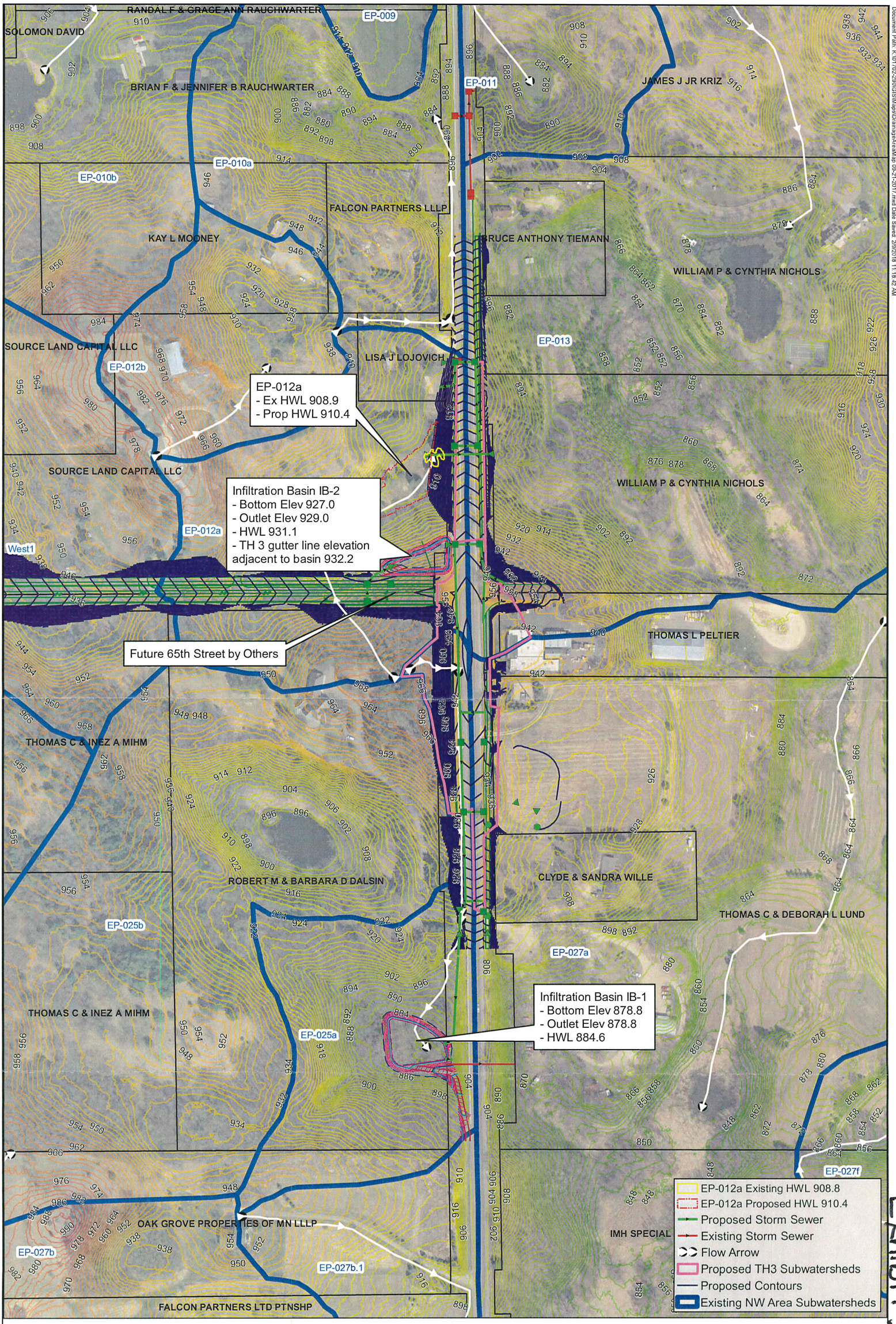
END S.P. 1908-88
END S.A.P. 178-010-011
TH 3
STA. 217+95.33

END S.P. 1908-88
END S.A.P. 178-010-011
65TH STREET
STA. 161+71.29

T.H. 3 & 65th St. Improvements
City of Inver Grove Heights, MN

CITY OF INVER GROVE HEIGHTS, MINNESOTA
STORM SEWER
DRAINAGE AREA MAP
S.P. 1908-88 (TH3), S.A.P 178-010-011

SHEET 1 OF 1 SHEETS



Trunk Highway 3 Improvements
S.P. 1908-88
City of Inver Grove Heights, MN
Drainage Overview Map

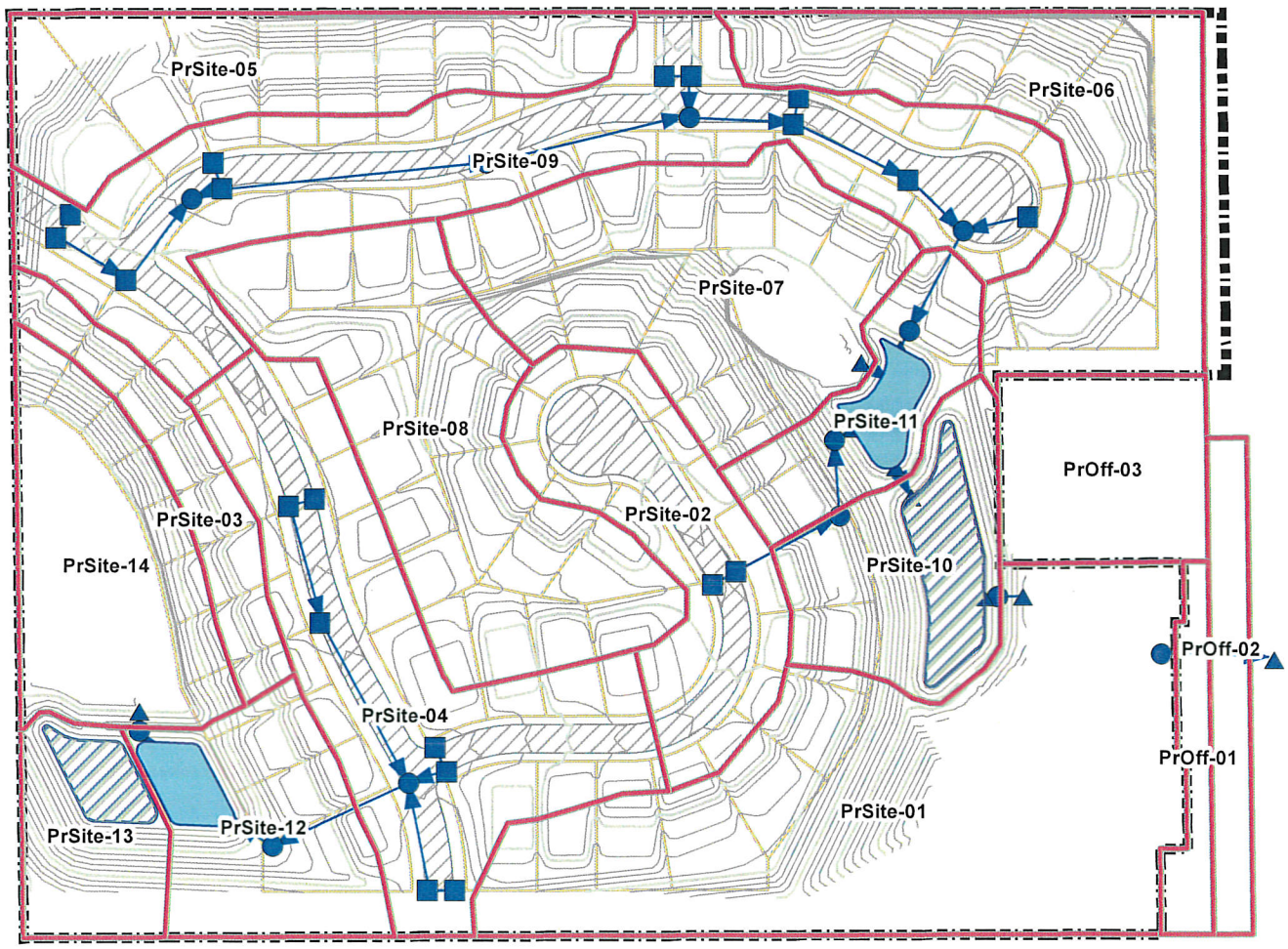
N
0 100 200
Feet

WSB

Exhibit 3

Document Path: K:\01702-290\GIS\Maps\DrainageAreaMap 09-21-2017.mxd Date Saved: 2/9/2018 11:18:42 AM

Exhibit 4



Proposed Storm Sewer
- Catch Basin
- Flared End
- Manhole
- Pipes
- Infiltration
- Wet Pond

- Proposed Subwatersheds
- Proposed Lots
- Proposed Streets

Proposed Contours
- 10-foot
- 2-foot
- Site Boundaries

N

0 50 100 200
Feet

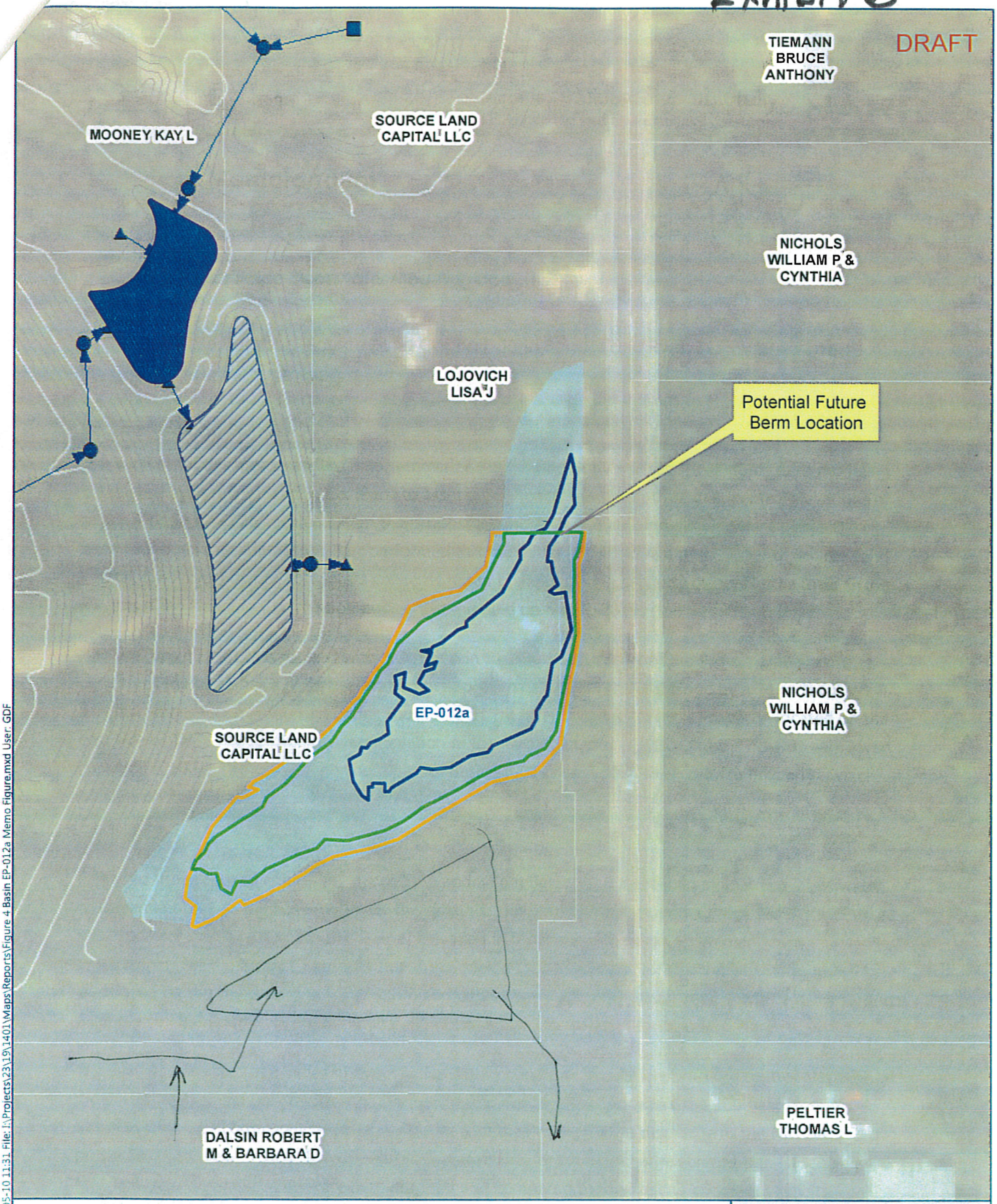
BARR

PROPOSED CONDITIONS
Windsor Ridge Stormwater Management Report
Source Land Capital

FIGURE 3-1

Barr Footer: ArcGIS 10.6.1, 2019-04-07 21:48 File: I:\Projects\23\19\14011\Maps\Reports\Figure 3-1 Proposed Conditions.mxd User: GDF

Exhibit 5



Proposed Storm Sewer
- Catch Basin
- Flared End
- Manhole
- Pipes
- Infiltration
- Wet Pond

Proposed Contours
- 10-foot
- 2-foot

- Existing 100-yr Inundation
- Elevation 911.7 Inundation
- Elevation 913.0 Inundation
- Regional Basin EP-012a (2014)

N

0 50 100
Feet

BARR

BASIN EP-012a
PONDING SCENARIOS
Windsor Ridge Stormwater
Source Land Capital

FIGURE 4

Footer: ArcGIS 10.6, 2019-05-10 11:31, File: J:\Projects\23\19\1401\Maps\Reports\Figure 4 Basin EP-012a Memo Figure.mxd User: GDF

* Please replace existing narrative for Source Land Capital with the attached

May 17th, 2019

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

Attached please find our updated Preliminary Plat application for the proposed residential development located at 6477 Robert Trail South (15.89 acres). There are three additional PID's that are included in this application. Additional parcels included; 20-00600-03-051 (5.22 acres), 20-00600-03-020 (6.14 acres), and 20-00600-03-034 (3.01 acres). Total gross acres in this plat application is 30.26.

Source Land Capital would like to submit this preliminary plat application for review.

Our Preliminary Plat plan focuses on the following priorities. In this revised narrative the changes from the previous version have been highlighted in yellow.

- This proposed development is located within the Northwest Area Overlay District, which is unique to its topography and stormwater management standards. We intend to maintain and enhance the natural beauty of the site as much as possible.
- Maintain and strive to meet the open space requirement for the NW Area. The varied elevations and current soil conditions have required us to get creative with the stormwater design. BARR Engineering has developed a plan that will enhance the storm water management plans. Our collective efforts will only enhance the quality of vegetation and natural elements in this area.
- BARR & Westwood Engineering have redesigned the outlet control structure that feeds the culvert located under HWY 3. This culvert has been a concern by the neighboring parcel owners, and the new structure is designed to completely hold a 100 year rain event on the Windsor Ridge site. The design also features a weir and a gate valve that will be used in extreme situations if the pond level ever needed to be reduced. Please see the attached exhibit for further design details.

- Create a beautiful, new neighborhood about which the new residents, the surrounding neighbors and the city can be proud. We have partnered with Pulte Homes to build out the site.
- Meeting the Comprehensive 2040 Land Use plan requirements for the NW Area. The parcels included in this application are all guided for Low-Medium Density Residential (LMDR), correlating to R-1C (min. 2 units/acre).
- Submitting a plan that is consistent with its surrounding neighbors, and also matches development patterns and sizing.
- Application will require a zoning change. We have included the zoning change application to R-1C/PUD.
- Early grading permit, granted once Preliminary Plat approval is attained. The early grading permit is critical for Pulte Homes to complete the site development prior to winter. Required financial securities will be in place prior to grading, along with a mutually agreed Developers Agreement.
- Answer concerns with the roadway alignment to the western parcel owner, Ace-In-The-Hole. This alignment follows the shared regional basin and also provides an adequate stub to the west. The alignment is consistent with the City of Inver Grove Heights future transportation plan. A proposed ghost plat and grading plan was also shared with Ace-In-The-Hole to show the grade challenges to tie the two parcels together. Raising/lowering the proposed road will only cause more grading issues for the adjacent parcel owner when they decide to develop. These plans have been shared with the neighboring parcel owner.
- Answer concerns with adding excess storm water volume to the shared regional basin with neighboring owner, Ace-In-The-Hole. This regional basin has always been proposed as a shared basin, for both parcel owners. The proposed volumes for the Windsor Ridge plat are within the NW Area Stromwater standards and should not impact any future development concerns with the adjacent parcel. These plans have been shared with the neighboring parcel owner.
- Optimize site grading and excess dirt. The grading plan generates an excess of roughly 40,000+/- cyds of soil. The Park and Recreation department has indicated a need for excess fill for the Heritage Valley Park. Source Land Capital/Pulte Homes would make the dirt available for the city to haul, all in coordination with the 65th improvement project. The developer/builder will require a written agreement with the city to proceed.

The new homes planned for the site will be single family two stories. Pulte intends to supply a diverse range of housing styles. Home sizes will range from 1,712 – 2,873 SqFt (excluding basements). The anticipated range of selling prices is low $400k's to mid $500k's. Some of their

model examples include the Newton, Dalton, Newberry, and Continental designs. More information on these examples can be found on their website.

NW Area – Flexibility Request

We are submitting a PUD application, which is required for all applications located within the NW Area Overlay. We have a few requests that we would like to include in our PUD Application:

- Tree Forestation:
  - 30% removal allowance, asking for 50% removal. The additional tree removal is necessary due to the significant vertical relief of the site and the ponding areas needed to meet the Northwest Area Stormwater management requirements.
  - When the City initially approved the NW Area Stormwater design it designated certain low land infiltration areas to stay as is. These areas cannot be altered or disturbed in any way during development. On top of that, the city requires a 20% set-aside for contiguous open space, and a 30% allowance for tree removal. It is impossible to develop land in the NW Area and meet all three of these requirements, while meeting the density requirement. We are asking for relief on the tree forestation so we can limit the area of disturbance and also maintain the predetermined low land/infiltration areas.

- Setbacks from Major Streets:
  - Code building setback is 40' from 65th Street. We request to allow a reduced setback listed below.
    - Lot 11, Block 3, 36' side setback from 65th Street R/W
    - Previous 50' setback variance request for Lot 5 & 6 Block 2 has been removed.
- Building Separation:
  - Code states buildings should be 20' apart. We request to allow separation of 15'. This will be accomplished with 7.5' side setbacks for non-corner lots.
- Driveway Widths:
  - Code states driveway widths should be limited to 20'. We request the flexibility to exceed 20' at the front of the home to allow for 3-car garages. Driveway widths at the street will be restricted to 20' in width.
- Cul-De-Sac Length:
  - Code states cul-de-sacs should be limited to 500' long. We request to allow longer cul-de-sac streets for flexibility in street design to better respond to the site characteristics and topography.

- Site Impervious:
    - Code states total impervious area should be a maximum of 25% of the net area. We request to allow up to 30% impervious to allow flexibility in home styles and amenities such as patios and pools.

Roads & Utility

Our plans show an entrance connection to be made at the future 65th and Agate Trail. Discussions with city staff and WSB have occurred and utility connections (water and sewer) will be stubbed to service the site at this connection. Source Land Capital will be required to amend the settlement agreement (Article 2c), but agree that the installation of utility connections will be at the expense of the developer. Agate Trail will serve as the community collector road, stubbing to the west property line. We have also included a neighborhood collector road, subbing to north property line. The proposed plans meet the 2030 comprehensive North West Area Street Plans.

Thank you in advance for your consideration.

Best regards,

Patrick Hiller
Source Land Capital

Add to Item 3.01 re: Source Land Capital

Dougherty Molenda Attorneys
Solfest, Hills & Bauer P.A.

Robert B. Bauer
Direct dial: (952) 953-8847
E-mail: rbauer@dmshb.com

May 21, 2019

VIA EMAIL and U.S. MAIL

City of Inver Grove Heights
Attn: Thomas J. Kaldunski, P.E., City Engineer
8150 Barbara Avenue
Inver Grove Heights, MN 55077
Tkaldunski@invergroveheights.org

City of Inver Grove Heights
Attn: Scott Thureen, Public Works Director
8150 Barbara Avenue
Inver Grove Heights, MN 55077
SThureen@invergroveheights.org

City of Inver Grove Heights
Attn: Allan Hunting, City Planner
8150 Barbara Avenue
Inver Grove Heights, MN 55077
AHunting@invergroveheights.org

RE: *Source Land Capital: Windsor Ridge / Preliminary Plat and PUD, Rezoning*
Our File No. 15991-39709

Dear Messrs. Thureen, Kaldunski and Hunting:

As you know, this office serves as legal counsel to William and Cynthia Nichols. I understand that in response to my letter dated May 7, 2019 and the report from my client's consulting engineering, Alliant Engineering, that the developer has submitted a new stormwater engineering plan for their development. My client still has concerns with the revised plans and believes that additional engineering work is necessary prior to any approval.

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Matthew J. Schaap
Lauri Ann Schmid
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Ryan J. Bies
William M. Topka
Anna M.W. Gunderson
Pa Houa Vue
Jeffrey D. Metcalf
Laura L. Brooks
Molly P. Davy
Michael E. Molenda (Ret.)

Clark Wicklund of Alliant Engineering has reviewed the Barr Engineering Report and has the following comments that should be considered by the City and its consulting engineers:

1. The revised Barr report and design proposes to retain any and all runoff up to and including the 100 year – type II 24 hour rainfall event, which results in a high water level of 914.2 feet. Anything greater will exceed the pond capacity assuming the basin is empty (or at the proposed normal water level of 910.2) before the next rainfall event occurs.

    a. How does the basin get drawn down between rain events?

    b. Typical draw down times (if infiltrating) are 48 hours to preserve plant material. The Barr report references a draw down time of 135 hours.

    c. If not drawn down between events in a reliable manner, basins generally become sealed with vegetation (leaf litter, grass clippings). If sealed the water level will continue to rise and ultimately establish a new normal water level at or near the high water elevation. With no storage remaining within the basin all rainfall events will be conveyed downstream.

2. A 100 year high water level of 914.2 will backflow into the MnDOT storm sewer network in Hwy 3. Catch basin 5026 has a rim elevation of 915.59.

    a. The capacity of the MnDOT drainage system will be reduced.

    b. The MnDOT drainage system may freeze and not be available to receive runoff.

    c. Catch basin 5026 may surcharge and discharge onto Hwy 3 if the basin becomes sealed and the normal water level increases.

3. The pond will occupy a significant portion of the "Undisturbed Open Space" area.

    a. The open space calculations should be recalculated considering the pond.

    b. The two existing wetlands in the area of the proposed pond will be impacted and most likely exceed Northwest Area Criteria referenced in the Barr report.

Based on the above analysis, we believe that additional engineering work is necessary prior to consideration for any approval for this project. Please have this letter delivered to the Planning Commission members. Thank you for your attention to this matter.

Very truly yours,

Robert B. Bauer

RBB/kmw

cc: William and Cynthia Nichols
Timothy Kuntz, City Attorney
Jay Karlovich, Assistant City Attorney
George Tourville, Mayor
Tom Bartholomew, City Councilmember
Rosemary Piekarski Krech, City Councilmember
Kara Perry, City Councilmember
Brenda Dietrich, City Councilmember