

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

8150 BARBARA AVENUE

Monday June 24, 2019
7:00 p.m.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATIONS**

4. **CONSENT AGENDA**

All items on the consent agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a 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 the May 28, 2019 Council Meeting
ii. Minutes from the June 3, 2019 Council Worksession
- B. Resolution Approving Disbursements for Period Ending June 18, 2019
- C. Pay Application No. 7 for 2014-10 Fire Station 2
- D. Consider Change Order No. 8 and Pay Voucher No. 12 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 – VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements
- E. Consider Approval of Plans and Specifications and Soliciting Bids for HVAC Improvements in the Lap Pool at the VMCC/Grove
- F. Consider Approval of a Contract with HKGI for Concept Plans for South Valley Park Improvements
- G. Consider Pay Voucher No. 11 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 – VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements
- H. Consider Final Compensating Change Order No. 6, Final Pay Voucher No. 8, Engineer's Final Report, and Resolution Accepting Work 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)
- I. Consider Change Order No. 4 and Pay Voucher No. 8 for City Project Nos. 2017-03 – Watermain Improvements, 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street
- J. Consider Change Order No. 2 for 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 – HVP Site Borrow Placement
- K. Consider Resolution Approving a Temporary Easement Agreement at 1690 Atwater Path for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements
- L. Approve Comment Letter to Dakota County for its 2020-2024 Capital Improvement Program (CIP)
- M. Source Land Capital – Case No. 19-14ZPD – Approve action to Table the request to July 22, 2019 relating to 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.

- N. Consider Approval of Individual Message Therapist License for Yanyan Rinta at the Sunny Asian Massage, 5798 Blackshire Path
- O. Approve a Resolution approving the development contract, storm water facilities maintenance agreement and related agreements for the Lakefield Veterinary Clinic located at 7109 and 7131-7135 Cahill Avenue.
- P. 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 Final Assessment Roll for Property Located at 5465 Babcock Trail for the 2019 Pavement Management Program, City Project No. 2019-09F – 55th Street Court/55th Street Reconstruction

7. REGULAR

PARKS

- A. Consider Approval of Contract with Dahn Construction for Phase II Improvements to Heritage Village Park

COMMUNITY DEVELOPMENT

- B. Consider Approval of the Second and Final Reading of a Proposed Amendment to Inver Grove Heights City Code Title 4, Chapter 12, Section 1 (4-12-1) to Permit Sampling of Cigars and Pipe Tobacco
- C. Kenton and Rosalyn Miller – Case No. 19-21; Consider a Resolution relating to a Variance to allow a six-foot-high fence to be located 25 feet from the front property line whereas 30 feet is required for property located at 5824 Blackberry Trail.
- D. Mark Engen – Case No. 19-25CV – Consider the following Resolutions for property located at 9255 Courthouse Boulevard:
 - a. A Conditional Use Permit to exceed the maximum impervious surface on the property.
 - b. A Variance to allow two accessory structures on the property whereas one is the maximum allowed.

8. MAYOR AND COUNCIL COMMENTS

9. EXECUTIVE SESSION

Pursuant to Minn. Stat. § 13D.05, Subd. 3(b) and pursuant to the attorney-client privilege, a closed door Executive Session for discussion with the attorneys representing the City relating to the pending litigation matter of City of Inver Grove Heights vs. William P. Nichols and Cynthia Nichols, Dakota County District Court File No. 19HA-CV-18-1122; and related imminent claims of inverse condemnation pertaining to Project No.'s 2017-24 and 2017-03.

10. 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, City Administrator/Interim Deputy Clerk, at 651.450.2511 or jlynch@invergroveheights.org.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 28, 2019**

1. CALL TO ORDER

The City Council of Inver Grove Heights met in regular session on Tuesday, May 28, 2019, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m.

2. ROLL CALL

Present were: Councilmembers Piekarski-Krech, Bartholomew, Perry, Dietrich, City Administrator/Interim Deputy Clerk Lynch, City Attorney Kuntz, Fire Chief Thill, Public Works Director Thureen, Deputy Police Chief Folmar, Police Commander Otis, City Engineer Kaldunski, Assistant City Engineer Dodge, and City Planner Hunting.

3. PRESENTATIONS

A. Oath of Office and Badge Pinning for Fire Captains.

Fire Chief Judy Thill stated she would be introducing three full-time shift captains recently hired into the Inver Grove Heights Fire Department. She said the department has been running three-person-duty-crew 24 hours a day, seven days a week, 365 days a year, since 2016. The duty crew is made up of volunteer/paid-on-call firefighters. She stated there has been a shortage of senior firefighters and officers who could provide leadership to the duty crew. These shift captains were hired to provide that leadership to the paid-on-call staff daily. She stated the duty crew would still be staffed with paid-on-call firefighters, the shift captains would take turns filling the third spot for coverage and providing consistent supervision from shift to shift. She stated that these officers will be given the Oath of Office while a chosen family member will officially pin the badge on their uniform.

She introduced Captain John Patnaude and stated that he grew up in northern Minnesota. After high school graduation he spent four years as a member of the Army National Guard. After working as a construction worker in the Twin Cities, he came to Inver Grove Heights where he followed in his father's footsteps and became a volunteer paid-on-call firefighter in 2005. He progressed to the rank of paid-on-call Battalion Chief. She stated his dedication to the fire department was recognized in 2013 when he was nominated to receive the Chief's Choice Award. While serving the fire department in his spare time, he worked full-time with Flint Hills Resources Refinery in Rosemount where he also served on the refinery's industrial volunteer firefighter team. In 2014 he was hired into the refinery's fire department as a full time Captain where he worked up to Assistant Chief and then Training Chief before being hired into the Inver Grove Heights Fire Department's Shift Captain position.

Mayor Tourville administered the Oath of Office to John Patnaude. Captain Patnaude's father, Joe Patnaude, pinned the badge.

Fire Chief Thill introduced Captain Josh Parrow and stated he grew up in Inver Grove Heights where he graduated from Simley High School. After high school he advanced his education and worked in transportation and then took a position as a Corrections Officer at the Prison in Lino Lakes. While serving in corrections, he joined the Inver Grove Heights Fire Department in 2010 and was recognized as the 2010 Recruit of the Year. After serving two years with the department he attended and completed the Inver Hills Community College Paramedic Program and will be continuing on for his Associates Degree. She stated while working in his spare time as a paid-on-call Lieutenant for the Inver Grove Heights Fire Department, he works as a firefighter/medic for the Maplewood Fire Department and as a paramedic for Allina Ambulance. He was most recently working full-time as a firefighter/paramedic for the White Bear Lake Fire Department. She stated he was recently recognized as the Inver Grove Heights Fire Department's 2018 Field Training Officer of the Year.

Mayor Tourville administered the Oath of Office to Josh Parrow. Captain Parrow's daughter Harper and his girlfriend Megan, pinned the badge.

Fire Chief Thill introduced Captain Paul Rank and stated he grew up in Inver Grove Heights and joined the Fire Explorer program in 2001 for four years. In 2004 he enrolled in the Hennepin Technical College's

Fire Science Program and joined the Inver Grove Heights Fire Department as a paid-on-call firefighter in 2005. While on the Inver Grove Heights Fire Department, Captain Rank continued as an Explorer Advisor helping to recruit youth and still serves as a Fire Explorer Post Advisor today. She stated he also continued his studies and received an associate degree in Fire Science. In 2007, he was named the Fire Department's Firefighter of the Year. While working as a paid-on-call Lieutenant in his spare time, he worked as an Emergency Medical Technician for Life Link III. He also served as a Firefighter/EMT for the Maplewood Fire Department before being hired as the Inver Grove Heights Fire Department's first full-time Fire Operations Supervisor in 2015. In that position, he helped get the duty crew model up and running and managed it once it was operational before being hired into the Fire Department's Shift Captain position.

Mayor Tourville administered the Oath of Office to Paul Rank. Captain Rank's wife Ashley pinned the badge.

Fire Chief Thill stated this position means a lot to the new hires and they are passionate and hardworking individuals. She stated all three Captains have solid experience with this Fire Department. With their previous jobs they have gained experience and education from other fire departments and companies and have brought that experience back to the Inver Grove Heights Fire Department. She congratulated the three Captains.

Photos were taken of the three Captains, the Fire Chief, and City Councilmembers. The Captains introduced those in attendance with them.

Mayor Tourville stated on behalf of the City of Inver Grove Heights and the City Council, they were very proud. He commented that the duty crew concept has been studied for several years and this was the best direction to take for all in Inver Grove Heights.

4. CONSENT AGENDA

- A. i. Minutes from May 6, 2019 Council Worksession.
- ii. Minutes from May 13, 2019 Council Meeting.
- B. Approving Disbursements for Period Ending May 21, 2019. (**Resolution 19-83**)
- 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. (**Resolution 19-84**)
- 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 19-85** Accepting Quotes and Awarding Project for City Project No. 2019-04 – 68th Street Storm Sewer Outfall Repair.
- I. **Resolution 19-86** Receiving Objection Letter.
- J. Consider **Resolution 19-87** Accepting the MS4 Annual Report for 2018.
- K. Consider **Resolution 19-88** Accepting Quote from Goodpointe Technology to Conduct 2019 Pavement Ratings.
- L. Tim & Amy Johnson - (Case No. 19-12C); Consider **Resolution 19-89** Approving a Conditional Use Permit to Exceed Maximum Impervious Surface and Approval of Stormwater Facilities Maintenance Agreement for Property Located at 3790 80th Street.
- M. Wade Schowalter – (Case No. 19-11C); Consider **Resolution 19-90** Approving a Conditional Use Permit to Exceed Maximum Impervious Surface and Approval of Stormwater Facilities Maintenance Agreement for Property Located at 6950 River Road.
- N. Andy Calton - (Case No. 19-10CV); Consider **Resolution 19-91** Approving a Stormwater Facilities Maintenance Agreement for Property Located at 7540 River Road.
- O. Scott & Kristina Gorden – (Case No. 19-18C); Consider **Resolution 19-92** Approving a Conditional Use Permit to Exceed Maximum Impervious Surface for Property Located at 11640 Aileron Circle.
- P. Shawn Briggs – STOR Self-Storage. (**Resolution 19-93**)

- 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. **(Resolution 19-94)**
- S. Consider Approval of Timber Staircase for Seidl's Lake Park.
- T. Personnel Actions.

Councilmember Piekarski-Krech requested pulling Agenda Item 4E.

Councilmember Dietrich requested pulling Agenda Item 4T.

Motion by Bartholomew second by Perry to approve the Consent Agenda with the exception of Agenda Items 4E and 4T.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Piekarski-Krech stated for Agenda Item 4E, to Appoint Senior Humane Agent Keith Streff as the City's Administrative Hearing Officer, Mr. Streff is in attendance and it would be nice to have him introduce himself.

Police Commander Josh Otis stated that they would like to have a named Administrative Hearing Officer for dangerous dog and potential dangerous dog hearings. He stated that Keith Streff from the Humane Society of Minnesota will be the Hearing Officer.

Keith Streff, Senior Humane Agent for the Animal Humane Society based in Golden Valley, stated that he has been a Hearing Officer for over 20 agencies and municipalities across the State. This involves cases where a dog is deemed dangerous, potentially dangerous, or declared dangerous by the Police Department.

Motion by Piekarski-Krech second by Perry to approve Agenda Item 4E to Appoint Senior Humane Agent Keith Streff as the City's Administrative Hearing Officer. (Resolution 19-84)

Ayes: 5

Nays: 0 Motion carried.

Councilmember Dietrich asked about the protocol for volunteer positions and the interviewing process. She stated the City Administrator's wife volunteers at City Hall and there has been concerns. City Administrator Joe Lynch responded there is a Volunteer Coordinator that serves four communities and is the person responsible for recruiting and working with various departments on filling tasks, roles, and responsibilities. People interested in volunteering make application, the coordinator speaks with various departments to determine the best use of skills, and then makes assignments. He stated he spoke with the Human Resource Manager and asked if this volunteer would be okay and she agreed it would be. He stated he has no role with the volunteer's supervision or responsibilities and does not manage her on a day-to-day basis.

Motion by Piekarski-Krech second by Bartholomew to approve Agenda Item 4T Personnel Actions.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT

There were no public comments.

6. PUBLIC HEARING**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. (Resolution 19-95)**

Assistant City Engineer Steve Dodge stated Atwater is a cul-de-sac road located off Babcock Trail by Mendota Road. The parcels proposed to be assessed are single-family along with the golf course property. He stated the proposed improvements are for a pavement replacement project, minor water and sewer updates, and storm sewer improvements for access to the outlet by Stark Lake. Stormwater treatment structures would be going in to improve water quality to Stark Lake.

Total project cost is approximately \$613,000. Funding sources would come from the pavement management fund, assessments, water fund, and sewer fund for the utilities. He stated that single-family assessments for the project per house, with bids coming in higher than the feasibility report, would be \$10,951. There is a benefit cap of \$14,700 by the benefit appraiser. He stated the assessment amount at the improvement hearing in January was \$10,457. This is a \$500.00 reduction. He stated the final assessment, if not paid in full within the first 30 days of levy, would be a 10-year term with a 5.15% interest rate. The interest rate does not start until January 2020 and would be paid for on the homeowners' County tax statements. There is potential for deferred assessments for those that qualify.

He stated that as a part of the hearing the Council should receive an objection notice from 19 residents who are objecting to the assessment amount.

Motion by Bartholomew second by Perry to receive the petition.

Ayes: 5

Nays: 0 Motion carried.

Mike Sinn, 1616 Atwater Path, had the official petition and handed it to Interim Deputy Clerk Joe Lynch. He stated he has sent emails and would like to begin negotiations about the assessment costs. He said based on previous projects he noticed in City records; the assessed amount is towards the higher end. The highest he noticed was \$7,500 versus the amount of \$10,500 they are being charged. He commented this sets an unusual precedence. Similar projects were assessed as low as \$2,000, and he noted the percentage to be around 20%. He said in that case their assessment should be around \$4,500.

Loel Lowary, 1680 Atwater Path, stated Atwater Path road is 40 years old, was designed for 20 years, and has been a mess for many years. He commented he has been trying to get the road taken care of and that it took a petition to get it done. He said it was patched horribly last year and every other time it has been patched it wasn't good. He stated they should not have to pay this full assessment. He commented he has heard that the City pays 65%, and the homeowner pays 35%, then he has heard other figures and inaccuracies. He did not agree with 35%. He commented that north of the freeway receives no services, there are no parks, they are forgotten, and things that are done are done poorly. He stated the sewer had a problem and the repair consisted of fabric lining inside of the pipe.

He stated he lives in one of the homes on either side of the easement that takes stormwater into Stark Lake. He has owned his lot for 28 years and prior to that the land sloped down into the lake clogging the storm sewer. The area was cleaned up with retaining walls consisting of used railroad ties with creosote in them. He commented that when he had block retaining walls put in, the contractor suggested he get in touch with the city to have their wall repaired. He stated he called the city and was told the wall did not belong to the city and they have no responsibility for it. He commented that he spoke to someone about the wall in the last couple of years who told him the city did do the wall. He stated he found out the city would be fixing the problem and running a steep slope down the hill, which to him would not work out. He commented the he asked if they would do a retaining wall and was told no because it cost too much. He was concerned if it sloped it would go back into the water again and suggested they put a retaining wall in because it would hold up better.

Mayor Tourville stated the issues are the street and path for the water. He commented that in the past people wanted the street done and there were people that did not. If there are people that do not, the city moves on to a different area and a different street.

Mr. Lowary asked how people were polled.

Mayor Tourville responded that people were notified about neighborhood meetings.

Mr. Lowary responded that he would have been at the meeting if he had heard about them.

Mayor Tourville commented that ten years ago there were as many people wanting the street done as there are now on the petition. He asked the Assistant City Engineer to speak about the drainage and how it would be handled.

Assistant City Engineer Dodge stated the street and stormwater are part of the 55% assessment. 55% has been used since it has been a pavement replacement project. In response to the percentages that Mr. Lowary referred to, he commented it was initially a reconstruction project with a 35% assessment. There was an evaluation from residents stating they desired other options. Four options were discussed with the neighborhood and the City Council. He stated overlay was ruled out and partial reconstruction also has a 55% assessment. Pavement replacement was the option settled on between the December feasibility report and the January improvement hearing. He stated there were no inconsistencies, the numbers were clear and discussed, they had never changed.

Councilmember Bartholomew stated the information in the Council packets on the proposed assessments include slope repair.

Assistant City Engineer Dodge agreed the packets include the slope repair. He stated this was initially a developer's project who put in the storm sewer and streets. Originally there was going to be a slope down to the water, but they left the storm sewer away from the water on the hill. He commented the size of the storm pipe carries a lot of water and can cause a lot of erosion. In 1989 and 1983 there were two cases where the slope was eroded by large storm events that undermined the storm pipe and emergency repairs had to be done. Staff put in a retaining wall in order to repair the eroded slope. He stated this project would extend the pipe and lower it into the water to make sure erosion doesn't occur again. Rip rap will be installed in the water to help with water churning. He stated a geotechnical engineer has been hired to make sure the area disturbed would become an engineered slope. Equipment would be brought up and down the slope, and vegetation would be reestablished in that area when complete. He stated for maintenance purposes they are proposing to be able to access the pipe in the future and maintain it. Having a retaining wall will not allow that to happen. They want it back in the condition the developer proposed, which is a slope, so that maintenance can occur. He addressed the comment about DNR waters and responded that the city has a DNR Waters Permit to disturb the edge of the lake.

Councilmember Bartholomew asked if the DNR has the plans and understood the proposed project and process.

Assistant City Engineer Dodge responded that the DNR has the plans and have approved them.

Mayor Tourville asked about retaining walls and the costs.

Assistant City Engineer Dodge responded the costs are an indirect point of the decision. The decision is the proper way to install a storm sewer is to get it down into the water. Rip rap placed below the water will help. He stated there would be a manhole put in to be able to help dissipate energy before it goes out the pipe. He commented that this is the way the city has designed these for over 20 years, it works, and there should be no concerns.

Councilmember Bartholomew asked if they would stay within the easement.

Assistant City Engineer Dodge responded they are going to work with both neighbors to try to get outside of the easement to dress up the area. He stated the retaining wall on Mr. Lowary's side goes about three to five feet outside of the easement. They would have to go slightly onto his side to fix it up. He stated he shared with Mr. Lowary the city's obstruction removal policy if there are obstructions in the easement. He stated the other neighbor Peggy; has said she would work with the city but was concerned about a tree in the area. He commented that they would try to have the least amount of disturbance to the tree.

Mr. Lowary disagreed with the percentages and stated he has heard many different answers. He commented that he didn't understand why the pipe can't be extended with a retaining wall in the area. He stated that he was sent a letter by an outside Attorney that asked for his signature. He read the letter but there was nothing included to protect the homeowner, it protects the city. He stated he called about that and was told they would be putting things back to normal and that he should sign the paper and return it. He said that he does not trust the people he has been in contact with.

Mayor Tourville suggested further discussion about the slope, the yards, and retaining wall and try to resolve that portion.

Mr. Lowary responded there is an easement between the two homes. His home was built 10 feet off of the property line and commented that they could be digging right next to the home. He stated he is losing a garden and several trees so this work could be done. He asked the Council to come out and see how they can access the water with a slope.

Iraj Fard, 1620 Atwater Path, stated he has spoken with many neighbors who feel the city isn't functioning and are frustrated with the process. He commented that it felt like it was the city against the people not the city for the people. He stated that behind closed doors the golf course has already negotiated down to \$25,000 from \$75,000 based on the numbers sent to the neighbors. He stated the neighbors are still at the same amount. He asked to agree on a price where people would be happy. He said the neighborhood needs help and would appreciate being helped through this.

Mayor Tourville asked Assistant City Engineer Dodge to speak further about the different percentages with the various types of projects and city policy.

Assistant City Engineer Dodge responded the city pavement management policy is that the city tries to do preventative maintenance such as crackseal and sealcoats. Those are non-assessible and budgeted at roughly \$500,000 a year, this also includes trail maintenance. There is mill and overlay, which has fewer candidates as many streets are either older or newer. He stated the 2016 assessment policy is assessed at 80%. Partial reconstruction consists of taking the pavement and gravel out and redoing the curb while assessed at a 55% level. A full reconstruction project consists of digging two feet down, replacing with sand, and drain tile, at 35%. He stated they do not have what to do with the pavement replacement projects in their assessment policy. For that reason, it is assessed at 55%. He commented this would be evaluated in the future and could end up between a partial reconstruction and mill and overlay, with percentages between 55% to 80%.

Councilmember Perry asked when the last time was that they did a project like this.

Assistant City Engineer Dodge responded there is no project comparable in a residential neighborhood. The only project similar is in the commercial area by Gertens and one done near Barbara Avenue. He commented those are the only two pavement replacement projects done in the city. Both have commercial not residential. He stated it was non single-family rates by property area. The assessments have been a broad range depending on type and class of property. A policy assessment is done, and an independent appraiser does a special benefit analysis and looks at the type of project and class and provides a special benefit. For this project the appraiser recommended a special benefit of \$14,700.

Councilmember Bartholomew stated this project went from a reconstruction to replacement. He asked for the cost on the reconstruction.

Assistant City Engineer Dodge responded that a full reconstruction was \$1.2 million dollars and pavement replacement was \$567,000. Due to higher bids, the project budget went up slightly. He stated they held the assessments at the amount of what was proposed at the improvement hearing.

Councilmember Bartholomew stated the benefit cap was \$14,700 for residential whether it was a reconstruction or partial reconstruction. He commented that if going with reconstruction, everyone would have capped out at \$14,700. He asked if there was any information about when the street repairs were in front of the Council.

Assistant City Engineer Dodge responded the benefit cap amount was correct including street and storm, it would have capped out at \$14,700 with the slope repair. He responded it was a part of the feasibility report presented in December. This followed the same pattern as all type of roads built at the time, with a 20-year design. They get a sealcoat or two and by the time it gets to a 12 to 15-year range, the road is already deteriorating. At that point they can no longer do sealcoats and maintenance stops. He stated that one sealcoat was done in the area for sure.

Mr. Lowary asked about the difference between 35% and 55%. He commented that this was the first time he has heard there is no percentage for this project. He stated other projects don't compare to this. He commented he has been told different things at different times and doesn't trust people. He stated that he didn't see paying 35% for this road as it's 40 years old and they have put up with a lot over the years. He commented that everyone in his neighborhood that he has spoken to has wanted a new road for years.

Mr. Sinn stated he wanted to discuss negotiation. He commented other projects have been done that are comparable and asked why they couldn't follow the same precedence set by those projects. Some were as low as 20%. He stated there are projects from 60th Street, 65th Street, and 55th Street. He asked what happens if there is a full reconstruction and how they could stay at \$7,500 maximum, or below that, to hit 20%.

Mayor Tourville asked if the cap benefit on 60th Street ran as high as \$14,000.

Assistant City Engineer Dodge responded 60th Street is the most recent project that went to the 20% threshold. Bids came in high and there was a change order to save on costs and try to get it up to 20%.

Councilmember Piekarski-Krech asked if there was a cap of \$14,000 on benefits to the property.

Assistant City Engineer Dodge responded he didn't know of every project and the assessment cap versus the assessment policy. He stated he would need to get a spreadsheet with that information.

Mayor Tourville asked Assistant City Engineer Dodge if he could get the spreadsheet information. He stated the Council could move to the next Agenda Item and re-address this item once they have the spreadsheet. He stated if the cap is different it makes a difference going forward.

Assistant City Engineer Dodge responded the reason he didn't bring that information forward was because they are not comparable projects. These are all reconstruction projects; they are not partial reconstruction projects. He stated you can't compare to a non-comparable project.

Mayor Tourville stated that the neighborhood says they are comparable, but we say they are not. He asked why they aren't comparable.

Assistant City Engineer Dodge responded they start at a 35% assessable amount for total reconstruction. 60th Street had high bids and were below the 20% threshold. The city had to do project cuts with the contractor in order to get above the 20% threshold to have a project they could bond. He stated that he doesn't recommend doing a comparable as they are not the same project.

Councilmember Piekarski-Krech commented that people are trying to understand if one project is only assessed so much, why it was that low. She stated the neighborhood is asking what the cap is in the

other projects. She commented if we could barely get to 20%, she assumes the benefited amount was way less for us to be able to scramble to get to a 20% assessment amount.

Assistant City Engineer Dodge stated an example would be an estate reconstruction project on 93rd and Abigail done last year. Property types and class are looked at as a part of the project. Those assessments came in at \$19,500 for street and storm. The percentage was within the 25% to 30% range.

Councilmember Bartholomew asked what the methodology was for 55%.

Assistant City Engineer Dodge responded the methodology is that it is a full pavement replacement project. A mill and overlay consist of taking up two inches of pavement and replacing it at 80%. A partial reconstruction is going down and replacing gravel and pavement. For this project, because they were replacing the pavement full depth, they brought it down to the 55% level to be fair and equitable to the neighborhood.

Councilmember Bartholomew commented it is still higher than 35% for the reconstruction. The project is going to be 30% to 40% higher which drives the total assessment.

Assistant City Engineer Dodge responded that was correct.

Mayor Tourville commented when mill and overlay projects were done, costs have varied between \$2,000 and \$4,000. He asked if 55% is the right or wrong number and if they need to take a look at it. He stated there are some cities in Minnesota that charge a percentage higher and when the streets are done there is no cost to the residents. You can pay anywhere from \$300 to \$1,000 a year and not even have your street done. He stated the City of Inver Grove Heights is on the majority side of assessments and looking at percentages. If it is lowered for everyone then you cannot do as many projects. He stated the city looks at doing the best job they can for the number of projects that we have. Some projects are comparable, and some are not.

Public Works Director Scott Thureen suggested tabling this item for two weeks so information can be pulled together and get an understanding. He commented that policy has changed through time. He stated every project is unique with costs and a benefit analysis and will recommend the higher of the two options because they are dealing with streets that need work.

Mayor Tourville asked if there could also be a meeting on the stormwater portion so those affected are aware of what is being done.

Mr. Lowary stated there is no percentage for this type of street. He commented that the street has not had good service and should have been taken care of a long time ago.

Mayor Tourville asked if tabling this item would slow down the project.

Assistant City Engineer Dodge responded that they will award the project after this Agenda Item. The project was bid with 55th Street, that contractor wanted to get working on 55th Street and begin June 10th. Waiting two weeks would delay the contractor. He stated they have a gap now where the contractor could begin the 55th Street project and wouldn't want to delay their availability.

Mayor Tourville stated they have done projects without finalizing the assessments.

Public Works Director Thureen asked how long the bids were good for.

Assistant City Engineer Dodge responded they were good for 90 days. He commented that he would have to check the date.

Public Works Director Thureen stated they always used to do projects without finalizing the assessments first. He stated this is a project that has 19 of 22 objecting to the project via petition. Typically, they

would hold off on awarding a bid until after 30 days have passed to see how many people actually appeal.

Mayor Tourville stated with 19 appeals the road doesn't get done and the city moves on. He commented that people want the street, the stormwater needs to be figured out, and they want the assessment amount to be lower.

Mr. Fard commented that \$10,500 doesn't make sense. He asked why the Council isn't more prepared about what is going on before the meeting so that everyone is on the same page. He stated they need to be more efficient in their jobs to get the job done. He asked that the city fix the street with a fair assessment.

Assistant City Engineer Dodge stated bids were opened on April 15th. They are held no longer than 90 days which gives them to mid-July.

Mayor Tourville stated that one suggestion is to table this item for two weeks. The Council could also come up with a different percentage or keep the current percentage.

Councilmember Piekarski-Krech stated she wasn't ready to do a different percentage because she didn't know what the costs were, what the changes would be, and where the money would come from. She stated she didn't want to delay 55th Street. She asked if this was a part of the Groveland area.

Public Works Director Thureen responded that nothing was done to this street when the Groveland project was done in the early 90's.

Councilmember Piekarski-Krech stated she was Mayor when Groveland was supposed to be done, and none of the residents wanted it done. The Council at the time said they wouldn't do Groveland but when it was done a few years later it was done at a higher cost with more work. Mayor Tourville stated the cap would have been the same. The assessment is 35% for a total reconstruction. He asked what the estimates were.

Assistant City Engineer Dodge responded the special assessments for a full reconstruction were estimated at just over \$1 million dollars. The street and storm assessment were 35% and would have been \$13,400. When adding slope repair for \$1,400, it would have been over \$14,700, so it was capped at that amount.

Mayor Tourville stated if the Council sees this staying at 55% it doesn't need to be delayed for two weeks.

Councilmember Bartholomew stated he was prepared to move on with the way it currently is. He commented that if anyone wanted to talk about reducing it, he was open to hearing more.

Councilmember Perry commented that the memo states the proposed assessments are only 42%, it's not the full 55%. This would be 13% less than what staff was proposing originally.

Councilmember Bartholomew agreed that she was correct and stated \$255,000 assessed is 42%.

Brian Jewell, 1716 Atwater Path, stated he didn't believe there was anyone on Atwater Path that didn't want this project done, they just want to get the project done affordably. Many in the area are seniors on fixed incomes.

Public Works Director Thureen stated the slope repair is still something that needs to be considered. That could be funded from a different source and pulled out of the total considered for assessment. He stated they could use stormwater utility which currently has enough funds. He commented that it is apart from the street physically. That could drop them to under \$10,000.

Assistant City Engineer Dodge stated if the slope repair were removed from the assessment portion of the project, it would bring the 55% assessment down to \$9,462 approximately.

Councilmember Piekarski-Krech asked how much would have to be taken out of the stormwater utility.

Assistant City Engineer Dodge responded approximately \$73,000 projected cost for the slope repair.

Mayor Tourville verified that the percentage is actually 42%, not 55%.

Assistant City Engineer Dodge responded 42% was for the total project cost. Taking out water and sewer, brings it down. He commented that bids came in high, pavement management is picking up \$500.00 per lot to keep it at the January 14th improvement hearing amount.

Councilmember Bartholomew stated the project total is \$613,000. Proposed assessing is \$255,000, with \$358,000 paid by the city. This equals 42% as the assessed amount. He commented if dropped by \$70,000 and picked up by sewer, the percentage changes.

Assistant City Engineer Dodge responded the amount is \$9,462, far below the \$14,700 that was recommended by the appraiser. He commented this is moving in the direction the neighborhood would like. The stormwater utility fund covers more of the project because of the slope repair.

Mayor Tourville suggested using the stormwater fund for the stormwater project.

Councilmember Bartholomew asked about the bid schedule for the slope repair being \$70,000.

Assistant City Engineer Dodge responded the slope repair is a total cost of \$73,120. The actual bid is \$51,133. There are contingency costs involved in all projects.

Councilmember Bartholomew stated this meant taking \$73,000 out of the cities obligation and reducing the assessed obligation by the \$73,000.

Assistant City Engineer Dodge agreed.

Mayor Tourville stated this brings it closer to 40% instead of 55%.

Assistant City Engineer Dodge commented that this would be minus the water main, sanitary sewer, and slope stabilization out of the total project cost. Street and storm is \$464,622. The total assessment changes to \$233,159 equaling 50.2%

City Administrator Lynch stated \$9,462 x 22 properties is \$208,164, which equals 34%. This is the single-family percentage.

Assistant City Engineer Dodge stated the golf course is \$25,000.

Mayor Tourville stated this comes down to 34% taking the stormwater out of the project to assess each lot and putting that into the stormwater fund. He commented looking at the next project if it has stormwater work and there is excess money in the fund, that could be used. He commented they are better off staying on schedule as he doesn't see much change in waiting two weeks. He suggested having discussions with the neighborhood, so they understand the right of way.

Councilmember Dietrich asked the neighborhood how they felt about the proposal.

Mr. Fard responded there would be damages to the sprinklers and driveways of the neighborhood. He asked how that was handled.

Mayor Tourville responded if the sprinkler system is in the right of way, the homeowner would have to call the sprinkler company to shut them off while the project is going on. This has been city policy for many years.

Mr. Fard stated that there would still be charges such as fixing sprinklers or driveways on top of the assessment for the neighbors. He commented that the City can do better on negotiations with the assessment.

Assistant City Engineer Dodge stated there would be some driveway impacts. There are two driveways that would be full driveway replacement, the others, if impacted, would be partially disturbed and replaced in kind. He stated there could be an opportunity with the contractor that may be able to pour the curb right up against the concrete driveway. That would be up to the contractor and the construction methods.

Mayor Tourville stated each individual homeowner could have a discussion with the contractor. Each situation could be different.

Assistant City Engineer Dodge stated the driveway program may be available but a calculation would have to be done based on the amount. He stated for example, one that was done for 55th Street and the driveway replacement program ended up being around \$235.00. Atwater would be less than that because the driveway disturbance is minimal.

Councilmember Bartholomew commented they should state that the slope repair is coming out of the stormwater, the balance is the assessed balance. That would be 34%.

City Attorney Tim Kuntz stated he had three points. One is if this would be continued, the Statute states that notice of the adjournment of the hearing is adequate if the minutes of the meeting show adjourn, time, place, when, and where, the hearing is to be continued. If this item is tabled a motion would need to be made that would show the time, day, the place.

He stated secondly if proceeding this evening, the hearing would need to be closed first. Third, what is being adopted, whether today, or in two weeks, is an assessment. The amount needs to be specified for all residentials and the amount for the golf course.

Councilmember Piekarski-Krech asked if the golf course amount changes. (Response off screen was no).

Mayor Tourville asked the City Attorney if they could look at single-family lots differently than the golf course property.

City Attorney Kuntz responded yes because of the use and classification.

Mayor Tourville stated that the percentage, slope, and drainage estimated at \$73,000 comes out of the per lot assessment. He asked the City Administrator what the percentage would be.

City Administrator Lynch responded it would be \$9,462 with 34% for single family residential properties.

Councilmember Bartholomew stated that leaves the golf course at \$25,000.

Motion by Bartholomew second by Dietrich to close the Public Hearing at 9:03PM.

Ayes 5

Nays: 0 Motion carried.

Motion by Bartholomew second by Perry to approve the single-family assessment without slope calculation at \$9,461.77 for the Public Hearing to Consider Resolution 19-95 Adopting the Final Assessment Roll for the 2019 Pavement Management Program, City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements.

Mayor Tourville stated this takes the stormwater portion out of the per lot assessment.

Councilmembers Bartholomew and Perry agreed.

City Attorney Kuntz asked if they would be making a separate motion on the golf course.

Councilmember Bartholomew amended the motion stating that single family would be \$9,461.77 and the golf course would be at \$25,000 for the Public Hearing to Consider Resolution 19-95 Adopting the Final Assessment Roll for the 2019 Pavement Management Program, City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements. Councilmember Perry agreed to amend the motion.

Mayor Tourville stated this went from 55% down to 34%. He stated that they would be meeting with the neighbors with information on the sloping and the easement before construction begins.

Ayes: 5

Nays: 0 Motion carried.

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. (Resolution 19-96)

Assistant City Engineer Dodge stated this item is about the 55th Street and 55th Street reconstruction project located off of Babcock Trail with Schmidt Lake north of Upper 55th. The parcels consist of single family residential, twin homes, multi-family residential (duplexes), the Lake Cove property, and the Loon LLC/Clark gas station property. This is for a full street reconstruction. He stated there would be driveway impacts, stormwater improvements including water quality improvements, separators will be placed by the 55th Street cul de sac and another by the storm sewer that leaves 55th Street Court. Both of those head out to Schmidt Lake.

He stated there would be minor adjustments and repairs for water main, sanitary sewer, and hydrant replacements. A new sidewalk will be going in along 55th Street. It has been verified that the city has the right of way to put one in the area. He stated they have worked with the property owners north of the sidewalk.

He stated the total project cost is \$1.3 million dollars, streets are \$1 million dollars, stormwater \$130,000, watermain \$86,000, and sanitary sewer \$29,000. The funding package is through the pavement management fund at \$900,000 with assessments proposed at \$276,122. The water fund/sanitary sewer fund would be used for minor adjustments and replacements. He stated special assessments are pro-rated at 35% for \$11,154 and the special benefit by the appraiser came to \$6,562. Improvements are proposed at the assessed amount and will follow the same terms as Atwater with a 10-year term and a 5.15% interest rate if not paid in full of 30 days after the assessments are levied. He stated interest would not accrue until January 2020. There are deferred assessment options for those eligible.

He stated the project schedule consisted of an open house on May 16th, the hearing and award takes place at tonight's May 28th meeting, with construction in June. He stated the contractor has been in contact and would like to begin as soon as June 10th. Construction would end in September.

He noted that in the memo to the Council, the Clark Gas Station/Loon LLC, listed an assessed price of \$42,791. The assessment roll is correct with the amount of \$41,514.

Sayyad Hassain, 5465 Babcock Trail, spoke about the privately-owned gas station and stated the assessment on the property was \$26,000, the amount spoken here was over \$40,000. He asked why there is a difference between the city amount and the appraiser's amount. He asked why they needed a sidewalk on the street and what the main purpose was. He asked why the lot located in front of his business, which is a part of the Lake Cove Apartments that has over 400 units, has not been assessed. He stated the assessment has a difference of \$18,000 and those are apartments. He stated that his appraiser's amount is located on Page 5 in the amount of \$27,800. The apartment buildings assessment is similar to what the gas station is being assessed at. He asked why they had to pay for the other side of the street which is also owned by the apartment complexes.

Assistant City Engineer Dodge responded the Council packets contain a letter from Metzen Appraisals stating they had used a wrong number in their report. The error has been revised and corrected. He stated through the improvement hearing, feasibility report, and this assessment hearing; the correct amount is \$41,514. Bids came in high. The benefit cap was at \$43,569 provided by the special benefit. Per policy the assessment would have been \$47,185. He stated the \$27,000 amount was an error in the report by Metzen Appraisals.

He responded about the sidewalk and stated it is a general improvement. With Lake Cove Apartments, and 55th Street, future Babcock Trail also has a trail study for putting a potential trail on the east side with a sidewalk on the west side. That would provide connectivity to eventually connect to that trail system.

He responded regarding Lake Cove Apartments and their costs and stated they are following the appraiser's special benefit analysis. The assessment policy would have assessed for their parcel per policy at \$77,590. The appraiser capped the assessment at \$63,996. The other four parcels are undeveloped single-family parcels, at the proposed assessment of \$11,154. They are receiving the same cap benefit as other single-family parcels and are being assessed at \$6,562.

Mayor Tourville stated the gas station's proposed assessment of \$41,514 is correct, but there was an error on the appraiser's report.

Assistant City Engineer Dodge responded that was correct. His appraised amount is \$43,569.

Mr. Hassain asked how the property across from them is considered single family home. He asked what the ratio was for the 400 plus units compared to a small gas station.

Assistant City Engineer Dodge responded that it is what the special benefit analysis came to. He stated that it was up to the Council to adjust policy.

Public Works Director Thureen asked Assistant City Engineer Dodge to explain the calculation process for the different classes of properties, frontage for single family versus frontage for commercial, industrial, or multi family.

Assistant City Engineer Dodge discussed the different classes of parcels stating the general assessment policy has single family assessed on a per lot basis paying a single front footage rate divided evenly amongst all parcels. He stated non single-family lots could be assessed at the non-single-family rate or commercial rate, which is double the assessed front footage amount. He stated that Lake Cove was assessed for the front cul de sac and front footage on 55th street. The Clark gas station was assessed for their front footage on 55th street and the long side on Babcock. He commented that was why the two assessments are close in nature, but Lake Cove still has more front footage because of the cul de sac they have. For multifamily residential they are counted as two houses, similar to twin homes that are attached, they are included in a single family per unit.

Mayor Tourville commented that the rate for a corner commercial lot is going to be different than an apartment building because the classifications are different.

Assistant City Engineer Dodge responded it is based on the front footage on 55th Street.

Councilmember Bartholomew asked if property owners get a copy of the appraisals, the methodology, and the benefit analysis. He asked if a copy is requested, if the homeowner could get one.

Assistant City Engineer Dodge responded the special benefit analysis is provided at the informational neighborhood meeting. He responded they would give a copy if requested.

Gale Tipton, 1906 55th Street Court East, asked if the sidewalk would be in the cul de sac. He stated that he received a document for deferment as he is a Disabled Vietnam Vet over the age of 65 and questioned who the document goes to. He stated he was impressed with the Council and was involved in

politics while in Arkansas. He commented that Upper 55th Street gets a lot of traffic, even semi-trucks. The road needs to be repaired. He stated he wasn't sure what the assessment would be for him, but felt the apartments need to be accountable, responsible, and pay their own bills. He stated the sidewalk going in would not be used by him. He asked if there was any pipe work being done in the area because old pipes contain asbestos.

Assistant City Engineer Dodge responded there would be no sidewalk in the 55th Street Court cul de sac. The sidewalk is going to be on the north side of 55th Street and connect to Babcock. He responded that the document Mr. Tipton is speaking about can be brought to City Hall. He responded about pipe work and stated 55th Street Court was done in the early 80's. During that timeframe the watermain and sanitary sewer were in good condition. He stated they found the petrified clay sanitary sewer in good condition. They have coordinated with the utility department so that slip lining occurs. Mayor Tourville stated Mr. Tipton's assessment is listed at \$6,562.

Kay Jamison, 1918 55th Street Court East, stated the street needs to be done. She asked why they were combined with 55th Street as one project. She commented that she didn't believe anyone in their court would use the sidewalk and should not be a part of that assessment. She asked for a breakdown of the cost of 55th Street Court East without the 55th Street portion. She asked about an empty lot included with Lake Cove and if that has been assessed or not. She stated that it has been referenced that they are single family homes, but all of the homes along 1918 55th Court East are twin homes. She stated she has heard the bids came in high and asked if they are getting good pricing.

Assistant City Engineer Dodge responded the projects were combined because they want to have a consistent pavement management policy throughout the city and the neighborhoods were in similar road repair needs. They were included for bid and maintenance purposes. Smaller projects can cause higher prices. He stated that he has received comments with concern about the sidewalk being a part of the assessment. Taking the sidewalk off, would not change the assessments. The PMP is taking up the full cost of the sidewalk because of the cap. He stated bids were competitive, with three or four bids within a \$40,000 range. True costs will not be known until the contractors come in and do the competitive bid.

Ms. Jamison asked as long as the road is being done, if the company doing the work would be open to doing some driveways at the same time.

Councilmember Piekarski-Krech responded sometimes driveways could be done. It depends on how busy the contractor is. Homeowners are welcome to ask them.

Assistant City Engineer Dodge stated the city has a driveway reconstruction program that allows a credit on your assessment. This involves signing an agreement. Information about this would be included in the construction bulletin sent by mail.

Motion by Piekarski-Krech second by Perry to close the public hearing at 9:43PM.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated he was unsure what to do about the gas station property, but understood the comments made. He asked if there was corner relief for commercial versus residential.

Assistant City Engineer Dodge responded that the policy for non-single family is they would get a credit on their long side. In the case of the gas station, this is the short side. There is no additional credit for them.

Councilmember Bartholomew stated there is a process that the property owner can go through if they feel their assessment is wrong.

Assistant City Engineer Dodge responded they would need to provide in writing, tonight, their objection to the assessment. They would have to appeal to the assessment within so many days from this evening in

order to begin proceedings to take it to court. He stated this needs to be done before the hearing is closed. The objection should be in writing.

City Attorney Kuntz stated there is a letter from the gas station owner in the packet dated March 24th that states he absolutely disagrees with the amount of the assessment. That can be treated as an objection letter.

Mr. Hassain stated he has no objection to the street being done, his objection is how they differentiate the traffic on the street that goes to the apartment building, versus coming to the gas station. He asked the Council to reconsider or give him a break in the cost of the project. Mayor Tourville asked about the letter of objection and the process.

City Attorney Kuntz responded when the objection is to benefit, they wait to examine and see whether an appeal is filed. He stated that commercial is different than all of the other classifications in this project. The Council could levy for a greater number of years in order to assist in the payment term.

Mayor Tourville asked if this needed to be decided tonight, or if staff and the City Attorney could meet with Mr. Hassain and discuss options.

City Attorney Kuntz responded the Council could proceed with an assessment with everyone but Mr. Hassain's property, which would keep the issue open and tabled for another day.

Mr. Hassain asked if that would include Lake Cove and the lot that holds their advertisement. He asked how that was considered single family.

Mayor Tourville stated they are looking to negotiate with him, not looking at changing others because the policy states single family.

Motion by Bartholomew second by Piekarski-Krech to approve the Public Hearing to Consider Resolution 19-96 Adopting Final Assessment Roll for the 2019 Pavement Management Program, City Project No. 2018-09F – 55th Street Court/55th Street Area Reconstruction with the Exception of the Property of Loon of MN LLC.

Ayes: 5

Nays: 0 Motion carried.

Assistant City Engineer Dodge stated the appropriate people would meet with Mr. Hassain and address his concerns.

City Attorney Kuntz stated that the Council needs to make another motion to table consideration of the assessment against Mr. Hassain's parcel. He suggested this be discussed either June 10th or the second regular meeting in June.

Public Works Director Thureen suggested going two meetings out.

Motion by Piekarski-Krech second by Perry to table the Loon of MN LLC assessment to June 24, 2019.

Ayes: 5

Nays: 0 Motion carried.

City Attorney Kuntz stated this item would be discussed at the June 24th City Council Meeting at 7:00 p.m. He stated Mr. Thureen and Mr. Dodge would speak with Mr. Hassain in advance of that meeting.

7. REGULAR AGENDA**POLICE**

- A. Change 2019 Fee Schedule to Include New Ordinances (Large Assembly and Excessive Consumption of City Services). Resolution 19-97.**

Deputy Police Chief Sean Folmar stated this is the resolution to add the fees discussed at the work session this month. No changes have been made. He stated that Councilmember Bartholomew had asked for escrow documents, which were provided to the Council. Those would change over time. Mayor Tourville stated this came about from an event that took place last summer.

Deputy Police Chief Folmar stated this would help with those excessively using Police services and Inspections. Fees would be assessed to those abusing the system.

Motion by Piekarski-Krech second by Perry to approve Change 2019 Fee Schedule to Include New Ordinances (Large Assembly and Excessive Consumption of City Services). Resolution 19-97.

Ayes: 5

Nays: 0 Motion carried.

PUBLIC WORKS

- B. Consider Resolution Receiving Bids, Awarding Contract, and Approving Geotechnical Services Proposal for the 2019 Pavement Management Program, City Project No. 201809D – 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 19-98.**

Assistant City Engineer Dodge proposed to consider Agenda Items 7B, 7C, and 7D in one as they all deal with Atwater and 55th Street. He stated that Item 7B consists of receiving the bids, awarding the contract to Veit Construction, and approving geotechnical services for both projects, Atwater and 55th Street. AET was proposed for that. He stated the general project amount for Veit Construction does not include Schedule 2. He noted as a part of the bids, there was a schedule to bring stormwater between the Lake Cove property and the duplex property the rest of the way to the lake. He stated based on the project cost and assessments, they would like to do maintenance on the ditch so it works like it should. This would be done with the stormwater maintenance budget. He stated Schedule 2 is not recommended to be approved with the award. He stated that Veit Construction with Schedules 1, 3, 4, and 5 is at \$1,430,292.05. AET Services is \$25,884.50 for 55th Street and Atwater combined.

- 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).**

Assistant City Engineer Dodge stated this item is a change order for the contract being awarded. It has nothing to do with assessments. It is a water main. He said the contractor signed and stated he had an error in his bid, resulting in a \$40,000 swing in his bid. He stated by a small amount the contractor remained the low bidder by \$7,000. The contractor recognized he had made an error resulting in a \$40,000 project savings to start the project.

- 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. (Resolution 19-99)**

Assistant City Engineer Dodge stated this item is to approve the temporary easement and waiver agreement for the Schmidt parcel next to the sidewalk. There is screening with bushes in front of the home. He has discussed with the homeowner how to put the sidewalk in to conform best to his lot. An agreement was made to do some slope grading, which the homeowner gave the city easement to do. He

stated in order to get the easement from the homeowner, and give them reprieve from taking down the bushes, an agreement was made to credit their assessment with an assessment waiver by \$1,700.

Motion by Bartholomew second by Dietrich to approve Agenda Item 7B Consider Resolution 19-98 Receiving Bids, Awarding Contract, and Approving Geotechnical Services Proposal for the 2019 Pavement Management Program, City Project No. 201809D – 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), Agenda Item 7C 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), and Agenda Item 7D Consider Resolution 19-99 Approving a Temporary Easement Agreement and Waiver of Assessment Agreement for City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction.

Ayes: 5

Nays: 0 Motion carried.

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. Resolutions 19-100 and 19-101.**

City Planner Allan Hunting stated CHS is requesting two interim use permits for temporary parking while construction for the parking deck takes place. The term for each location would be from June to the beginning of September. One location is at Salem Hills Elementary School for 75 spaces. The other location is at the Community Center for 100 spaces. He stated this would be for employees during the week who would be shuttled to and from the sites. Staff recommends approval of both locations.

Mayor Tourville asked if this would interfere with Food Truck Days.

City Planner Hunting responded no. Food Truck events would be utilizing some of the green space next to the Armory.

Motion by Perry second by Piekarski-Krech to approve CHS – Case No. 19-19IUP and 19-20IUP – Consider a Resolutions 19-100 and 19-101 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.

Ayes: 5

Nays: 0 Motion carried.

- 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.**

City Planner Hunting stated the property is located by South Robert Trail and future 65th Street on the south side. The proposal is for 66 single family lots on a 30.25-acre parcel. The request is for rezoning to a single-family PUD preliminary plat and preliminary planned unit development. Highlights as follows:

- Providing a little over six acres in open space, which equals 25%.
- Density of the project is consistent with the Comprehensive Plan and with the northwest area.
- Lot size is between 8,000 and 21,000 square feet, averaging 10,000 square feet with widths of 65 to 70'.
- There are public streets proposed with an extension of Agate Trail.

- Right of way widths of 60 feet and 50 feet.
- All streets would be 28 feet wide with parking on one side.
- Park Dedication would be in the form of cash contribution.
- Sidewalks will be one side of the street as required by Code and a trail on one side of 65th Street.

He stated that the developer is requesting flexibility as follows:

1. Building separation. Code requires 20 feet. Proposal is for 15 feet which is common in the northwest area and matches the standard.
2. Setback variance for one lot along 65th Street.
3. Proposing an impervious surface of 30%. This has been approved in other developments in the northwest area. This gives 3,700 square feet per lot for building and coverage. The stormwater management plan addresses this, has been reviewed, and is designed for the 30%.
4. Reforestation. Lot is heavily wooded with a lot of topography. There would be a significant amount of grading and tree removal. Requesting allowable tree removal up to 50% before reforestation is required. The standard R-1C is 30%. Their plan is still short 406 trees which would have to be addressed either through cash contribution or planting at other sites.
5. Cul-de-sac length. Due to change of topography, the cul de sac would be 700 feet.

He stated the project complies the with northwest area standards. Staff, Planning Staff, and Engineering recommend approval of the project as proposed. He commented there were letters from a resident with concerns included in the Council packets.

Councilmember Bartholomew referenced a letter from the neighbor's Attorney that raises issues about the overflow, flow of the water, ponding, 100-year rainfall, and 100 year as it relates to the amount of water to be retained on the site before it goes to the other site. He asked if there has been opportunity to visit with the owner and if the concerns have been met.

City Engineer Tom Kaldunski responded about the letter dated May 21, 2019, received from the Attorney for the neighboring property owner. He stated the city is working to make sure those items will be addressed. A majority of them are being addressed in a letter. He stated the developer would have to submit a new construction plan based on the comments before approval of construction. One item mentioned was sediment in the basin. He commented that it is a regional basin, the city would work routinely once the project is built by the developer. There are routine maintenance items the city is responsible for and maintenance the developer and Homeowners Association would be responsible for.

He stated some of the items asked by the neighbor are on the extreme side of concern, such as a 7.4" rainstorm, which is above and beyond the areas review project. There are flows and volumes the developer had to submit to the city. Items will be addressed in the final approved plans. He stated MnDOT will be reviewing a drainage permit application once it is submitted by the developer. He stated many comments and concerns of the property owners have been addressed in his review and in the consultants (Bolton and Menk) review comments. Barr Engineering has been used for stormwater purposes. He stated the proposal the Planning Commission took action on had items such as the volume coming off the development for the five-year storm, which is at zero. There are also rates equal to zero in the hundred-year event. He stated he is confident with things that have been done to meet or exceed the northwest area standards.

He stated there is a plan of action that would address issues when they get to that point. Currently they are in the midst of an extremely wet time period. May 2019 is the highest rainfall in May event in recording history and historic snowfalls took place in March and April. He stated they can't go in and clean erosion out until the rainfall stops. Once it does, it is the city's responsibility to take care of the issue. He stated there is water going underneath Highway 3 in a couple of places due to the wet period, they have to wait and see what would take place once it dries up.

Councilmember Piekarski-Krech asked what would happen if it doesn't dry up. She commented they may need to change some of the models as the weather is changing. She asked about properties in the northwest area and asked if properties were going to maintain their own runoff.

City Engineer Kaldunski responded they are heeding those issues. He stated looking at the computer model of the northwest basin, the property to the east has seen two to three feet of water for a length of time. The model predicts as much as 18 feet could occur in an extreme event. The model shows there is space to store the water there because it is a landlocked basin. He responded that Windsor Ridge is maintaining runoff and holding back more water than the model says they are supposed to. He stated they are doing a good job.

Councilmember Piekarski-Krech asked why there was a problem on the other side of Robert Street.

City Engineer Kaldunski responded because it has been raining. He stated there is no Windsor Ridge currently, the water falling there is occurring during a historic wet period.

Councilmember Bartholomew asked how far City Engineer Kaldunski was on the engineering comments and how soon the applicant and adjoining neighbors would be able to see them.

City Engineer Kaldunski responded the comments were provided about a month ago. He stated they have not responded about those comments, but as soon as they do, he will review and make sure to address them. He commented when they submit the updated construction plans with the final plat, that's when it is anticipated advancing to construction. There are still other agreements that need details worked out. He stated he has heard people were concerned that digging would begin because equipment showed up. That equipment is for the 65th Street project, 2015-03.

Mayor Tourville stated the extra rainfall, and Windsor Ridge, would not be handled well now, but would be handled better once basins and pipes were in to direct water accordingly.

City Engineer Kaldunski responded the system is similar to its existing condition. There is a proposal to put an overflow control structure at the end of the 24" culvert. That would raise water levels on the west side of the highway and retain water. He stated once constructed, more water would be held. He commented that water has been flowing through that culvert since 1936. The entire culvert was replaced.

Mayor Tourville stated everyone is depending on those models being what it says it would be.

City Engineer Kaldunski stated it is based on computer models. Data is based on existing drainage patterns. With Windsor Ridge, soil borings have been done so they know what the soils are and the anticipated infiltration rates. He stated they are infiltrating the five-year event, which is 3.6 inches of rain before it even gets to this basin on a 24" pipe. There is a triangular shape pond at 65th with a pipe that takes water along Highway 3 to a cross culvert and a basin. He commented that took water off of this area where the 24" culvert is. All of those items are helping have a better stormwater plan and exceeds the northwest area standards.

Pat Hiller, Source Land Capital, applicant for the development, introduced his team in attendance as follows: Chase Peterson, his partner, John Bender, Project Engineer from Westwood Engineering, Greg Fransen, Water Resources Scientist with Barr Engineering who has done the stormwater analysis and ponding analysis for this site, and Chad Onsgard from Pulte Homes. He stated the plan of the project is Pulte would be purchasing it from Source Land Capital and doing the buildout and the development work over the summer if approved.

Mr. Hiller stated while attending two Planning Commission meetings there was concern raised by property owner Bill Nichols. While referencing the location on a diagram, he stated there are treatment ponds and a 24" culvert that goes to Mr. Nichols property that has done a good job infiltrating the water. He stated Mr. Nichols' concern was what would be done once the hardcover water came to his location. Due to the concern the item was tabled at the first Planning Commission meeting. They went back to Barr Engineering and Mr. Fransen and asked what could be done to hold more water in that area in a deep basin that has the ability to hold more than is required. He stated they have come up with a plan to put an outlet control structure (picture was displayed) before the water leaves the site. An outlet control structure forces the water level to rise before it can cross over to the east. They can control the height and hold as much or as little water as the site would allow. He stated they asked Mr. Fransen how high it

would have to be to hold a 100-year event and if it could hold all of it on site. The answer to that was yes. He stated there is a level that ponds the water and holds it. Those concerns were discussed and addressed at the second Planning Commission meeting. He stated there were also concerns about the impact of the high-water level, a berm was built to keep the water from flowing onto Mr. Lojovich's property. He stated they are trying to be responsive to the neighbor and address concerns.

He stated that prior to their involvement in the project, there has been some erosion, silt and sand in the lower basin, through the culvert, and onto Mr. Nichols property causing damage. He commented the city is working with Mr. Nichols on that but asked that they themselves have nothing to do with this project and that they be evaluated for the merits of the project.

He discussed tree forestation and the rationale and stated when looking at what the city requires of the developer, they want to start with an uneven terrain that has vertical elevation change. They are supposed to maintain the low lying and wetland areas as is, leave 20% open space, and maintain density. He stated that it is physically impossible not to take down the number of trees they are taking down. 30% is not close. They are asking for reasonableness and flexibility for up to 50% before they have to mitigate. He stated at the 50% level they have to mitigate 889 trees, at \$300.00 a tree it is \$265,000. He commented they believe they can accommodate on site by replanting with the remainder paid in cash.

Councilmember Piekarski-Krech asked what the trees were like on site and if it was a part of the oak savannah. She commented she was more concerned about mature oaks and good trees being taken down than she was about other varieties.

Mr. Hiller responded there are some substantial trees. A tree inventory was done and there is a mixture of varieties. He responded that he was not aware of it being a part of the oak savannah.

Mayor Tourville asked if the tree inventory information could be shared with the Council.

Mr. Hiller referenced a diagram and stated the trees around the perimeter are the ones they can accommodate. The ones in the interior have to come down for grading. Replanting would be a combination of yard trees and buffer trees. He stated he would be happy to work with the neighbors on suggestions on what they can plant and have room for.

Brad Lojovich, 6385 South Robert Trail, referenced areas toward the top of the map that contain all oak trees. He asked why the city would put a development like this in an area that would destroy it when there are other flat areas in the city. He asked how many of the Councilmembers read the minutes from the first Planning Commission meeting and stated there are no minutes for the second meeting. He commented he was concerned about rainwater and that it was not a deep basin near his home. In the winter he gets large amounts of snow dumped on his property. He commented that a berm in the area would not allow water to flow where it is supposed to flow. If water is up on the other side of the berm, it would not flow out, it would back up. He suggested the current area be dug deeper as it is not taking water like it used to. That could eliminate the need for a berm. He doesn't believe it would work, especially in the winter.

Bill Nichols, 6302 South Robert Trail, lives across Highway 3 with roughly the same amount of acres Source Land is developing. He understood density issues and was involved in the task force and knows what the developer and city are trying to accomplish. He stated he has lived in the area 20 years and has never noticed water on his side of the road coming out of the pipe. He displayed a picture of the pipe and a map of his property. He pointed out the center natural area infiltration pond that rises and falls with weather and water events and stated the last rainfall brought the silt fence down and sand went down into the ponding area on his land. He stated he has 8 to 10 acres of land he cannot access due to elevation and a sedge meadow you cannot walk across. He commented that something needs to be corrected beginning at the bottom. He stated he could take the water, not through the sedge meadow, but in some other method.

He stated he disagrees with Barr Engineering and has asked for stormwater calculations and has not received them. He commented he received one page out of 200 pages that states 19 acres, six of impervious is coming into a corner. He stated six acres of grass is overflowing the silt fence today.

Councilmember Bartholomew asked if the remedy is to clean out the basin that is on 65th and Highway 3 to get down to the sand basin.

Mr. Nichols responded the area is stamped as a future regional basin by city. He referenced page 83 of 154, called a basin by the city diagram. He stated several basins were put in along Robert Street but now it all catches the 24" culvert and goes directly onto his property. He commented that area can't handle more grading until the catch basins are fixed on the way up the hill. He stated the stormwater states the opposite of what the city is accomplishing with statements like "respect the hills, leave the trees, build it slow, low impact development, best management practices". He stated this should be done differently with 27.72 net developable acres. Meeting the city's financing package could have been done with 56 homes. He asked to see a new calculation on an undisturbed area and stated there is not enough undisturbed area to catch rain, six acres of grass isn't catching it today. He asked who is reviewing the stormwater run off on this project for the city.

City Engineer Kaldunski responded that Bolton and Menk does an overall review of the whole project on the city's behalf. They are not going into the level of detail that Mr. Nichols spoke about with stormwater management because the developer is using one of the city's approved consultants to do the stormwater design and make sure it meets the northwest area standards. That design is coming from Barr Engineering. He stated that he looks at the report based off their models and reports that information to the Council.

Greg Fransen, Water Resource Scientist with Barr Engineering Company stated he has been with the company for 9.5 years and has been working with the City of Inver Grove Heights doing stormwater reviews for seven of those years. He has worked on stormwater design for two different developments under construction in the northwest area.

He spoke about the stormwater plan put forward at the first Planning Commission meeting stating they worked to meet the five-year volume standard that is part of northwest area standards and two rate control standards. The plan ends up with a low volume of water in the southeast corner regional basin. He stated after the first plan was reviewed by neighbors, comments were received asking about the five year and what would be done about the 100 year. He stated the requirement is not to address 100-year volumes if there is more volume with the 100 year. That is not part of the Ordinance and was tabled.

He stated to address those concerns he was asked to do an analysis and came up with a series of modeling efforts as well as a 100-year capture. He stated MnDOT may weigh in about permitting, as would the city. He commented that one of the big issues with the northwest area is the closed landlocked basins that have water going steadily downhill. There are strict requirements about how the hydrology is analyzed, such as changes to the land, how to model them properly, and do impervious surfaces correctly. He stated they work hard to get that right and meet those standards and would work with the city and MnDOT to address any items in the final plan.

He referenced Mr. Nichols comments and stated if Mr. Nichols says it is ok to have a low rate of water come through the outlet control structure and get through the culvert, that would be good. It could address some issues that MnDOT and Mr. Lojovich may have.

Councilmember Bartholomew commented that it seems Mr. Nichols has an idea that involves repair on the basin that allows infiltration, which worked at one time. He asked why they are not considering that so water gets into the sand vein, then repairing the other side where the water went into the sand vein and into the sedge meadow.

Mr. Fransen responded it was great logic to consider. He stated they have not had geotechnical investigations with soil borings in the area yet. The soil borings done initially were done in areas they wanted to put infiltration. He stated to investigate this thoroughly they would have to do soil borings in the

area. He commented the city may want those borings done as well to indicate what the basin is capable of doing. He stated the issue with sand veins is they are left behind by the glaciers and have interspersed areas of sand that are deep and connected to shallow ground water and interspersed with clay and silt which doesn't conduct water easily. In some areas sand veins do a good job. He commented it would be nice to have a sand vein there to clean the water, pass it down, and not have silt flowing. He stated this is a preliminary plat and those investigations have not been done. Further investigations would be done once they advance the plat.

Mayor Tourville agreed with having multiple engineers get together and take a look at the area. He stated Barr Engineering is working for the developer. He commented it would be difficult to have Barr represent both the city and the developer. He stated the need to have someone on the city side to take a look at the options. He commented he appreciated the five year in the Ordinance, but the problem with that is it seems to happen for months out of the year. He stated 100 years are happening and changing water incidents around the State and elsewhere.

Mr. Fransen stated he does not take offense at what was stated for the need to have other people take a look at the area.

Mayor Tourville suggested looking at the preliminary plat. He suggested the neighbors and engineers get together to address the water.

Mr. Nichols stated he may have been misquoted about taking water through the pipe and wanted to clarify. He commented that you could not have sent too much water through that infiltration area if it's kept working. Water is there today by accident. He stated sending it through the pipe doesn't work for him because it is sent across the most developable land he has. He asked to get Source on track to do a good development and not grade until they figure out the water. He stated they could try to find the sand vein, and that building up a weir can't hurt the project either.

City Engineer Kaldunski commented that Mr. Nichols has good suggestions. He stated if they are having issues today, the only project going on out there is the city's 65th Street project. The issues seem to be related to that project not the Windsor Ridge project. He stated there are additional items for the city to do research on with the 65th Street project as to the proper methodology.

He stated he would welcome Mr. Nichols showing him where those spots are and they can start geotechnical investigations. He commented that as a part of the plan they have recognized the 65th Street project has had some sediment go into the basin by the 24" pipe. He stated the plan for 65th Street includes scraping some of the erosion that has occurred at the bottom of the existing basin.

Councilmember Piekarski-Krech stated some concern is that we already have this problem with just 65th Street, adding that impervious surface could be ten times the problem.

City Engineer Kaldunski responded they believe it is because 65th Street has sealed it up with erosion coming off of the slopes. He commented that he is recognizing based on the testimony heard this evening, that they not only impacted on Mr. Nichol's side, it also impacted the west side. The plan has always been to remove materials off of that side too.

Mayor Tourville asked when Source was looking at Excavating.

Mr. Hiller responded the plan was to do early grading in July. He stated that if the Council wanted to move the plat forward, they would have to come back with the final planset and final engineering. He stated he would be happy to meet with Mr. Nichols and go through his concerns. Moving things forward and getting the directive with the final planset, could be a course the Council considers this evening.

Mayor Tourville stated they need to take a look at stormwater and the berm. Borings should be done. He commented that neighbors and engineers could have discussions. He asked the City Engineer to address the stormwater within the city realm.

Mayor Tourville stated with Agenda Item 7F, passing A, B, and C with directions that the engineering gets done before the final comes. He commented he wasn't sure what was the best way to go.

City Attorney Kuntz stated if you grant them preliminary plan approval to get final plat approval, they have to meet the conditions of preliminary plat. It is important to put in the preliminary approval what they have to do, what standards they have to meet, and where they have to end up. He stated in looking at the Resolution that was prepared prior to the discussion, he noted that Paragraph 14 says "prior to final plan being approved by the Council, or review of them, the developer must respond to all of the comments of the City Engineer memo dated 4/17/19 and comments from Barr Engineering". He asked if that was the paragraph that was supposed to compel Pulte and everyone else to make sure they comply with whatever the City Engineer approves.

City Planner Hunting responded yes, that is the general catch all condition. It addresses everything that the engineers point out and comment on to make sure those are all addressed in the final planset.

City Attorney Kuntz asked if the City Engineer's comments of 4/17/19 need to be updated in light of the discussion.

City Engineer Kaldunski responded based on testimony heard, an update of a few comments would be warranted. For example, the soil borings, a good pattern for the area, the city cleaning up the 65th Street erosion on the west side, and other items that were heard tonight that could be added as an updated memo. He stated he would issue a new memo with additional conditions.

City Attorney Kuntz stated there is a series of plans that are referenced where there is a preliminary storm sewer plan dated 4/26/19. He asked if that was the last plan received.

City Engineer Kaldunski asked if that was the plans or the stormwater management report. He stated the stormwater management report has two reports, one dated in April, the other dated May 15, 2019.

City Attorney Kuntz stated the condition states that the final plat shall substantially conform to this list of plans. The plan is the preliminary storm sewer plan dated 4/26/19. He suggested updating the plan.

City Engineer Kaldunski responded to change that to May 15, or a new version that would be provided with the updated construction plans. He stated he expects to see another stormwater report from them.

Public Works Director Thureen stated that Mr. Nichols has used one of the other consultants in the city's pool for the northwest area. He suggests that the city have a conversation with them (EOR) to see what it would take to get a second opinion.

City Engineer Kaldunski stated if there is new information, they would have to provide to them.

Mayor Tourville stated in looking at the minutes from the first Planning Commission meeting there was a lot of discussion around the larger rainfall events and needed to be addressed more so than just the five year. The Planning Commission tabled it with too many unanswered questions. He agreed with the need to look at a consultant within the city to address the problem. He asked the City Attorney if the Resolution needed to be exact with items done in the preliminary, so everyone knows what has to be done for final.

City Attorney Kuntz responded yes, due to the fact that the City Engineer is in a position to update his memo. We are in the position to have another updated set of plans other than the one dated 4/26/19.

Mayor Tourville stated he wasn't sure they could do that this late at night. He asked if they could discuss it during the work session, or at the next regular Council meeting.

City Attorney Kuntz stated the opportunity should be given to City Engineer Kaldunski since he is updating his memo to reflect the standards and goals that he is setting for the others to do. A condition is needed that states they are meeting on the various issues the City Engineer has identified. He

commented that by the June 10th meeting they could have a memo that could be incorporated into the conditions that City Planner Hunting laid out and update the planset.

Mayor Tourville asked if Ace in the Hole should be involved as this about water and they are concerned that they would be taking water from projects in the area. He commented their attorney has sent a letter stating there could be issues with them also.

Mr. Nichols stated his consultants assumed it would flow a certain way. He commented it all flows to Rockwater, where ponds are lower. He asked why they are not trying to utilize those low unbuildable areas on the Rockwater property. He stated he needs water to flow in other directions than a 24" culvert that was not functioning 12 months ago and should not have been replaced with a new culvert.

Mr. Fransen responded about passing water off to the north stating that is something that is looked at with the study. They try to meet all standards to all the directions the water flows. He stated the northwest area standards state to meet the rates and volumes. If water is passed that way, there is no way to infiltrate the water on those steep slopes. The northwest standards would not be met for the rates and standards. He stated the central area has a ridge and is a landlocked basin during the existing conditions with a small watershed. During a 100-year event it ponds up and stays there. He stated it does not part to the north. He commented that is why they cannot route it there in the future because they cannot change the direction water goes. They would try to infiltrate the water in the center area.

Councilmember Piekarski-Krech asked where the basin shows on the plat.

Mr. Fransen displayed a diagram of the plat and pointed out where the water would flow and be treated.

Mayor Tourville asked the City Attorney if the suggestion was to let the City Engineer work and update the memo for the next Council Meeting.

City Attorney Kuntz responded yes. In the meantime, people could begin discussions.

Councilmember Piekarski-Krech asked about a timeline.

City Attorney Kuntz responded that 60 days is June 7th and before the next meeting. He suggested having the Planning Department extend the time another 60 days. The City can unilaterally extend.

Mayor Tourville stated that people could meet and discuss stormwater. He commented he has no problem inviting Ace in the Hole unless someone says it is a bad idea. He stated the Ace in the Hole property is still sitting in the top 15 intersections to be looked at by Metro Council in the next five to seven years.

Councilmember Bartholomew asked if they are considering tabling this item until June 10th for an updated report from City Engineer Kaldunski. Then to modify Paragraph 14.

City Attorney Kuntz stated that it was the Paragraph 14 and the planset shown in Paragraph 1.

Mayor Tourville asked if there have been preliminary meetings with Ace in the Hole.

Public Works Director Thureen responded yes. They met with Mr. Foster last week to discuss 65th Street and this development. This issue didn't come up in the conversation.

Mayor Tourville suggested inviting him to be a part of conversations. He stated Source would be there and other neighbors. He commented that those meetings can begin to develop a plan of attack.

Mr. Hiller wanted to clarify what is being requested of them before the June 10th, meeting. He stated that the City Engineer would be updating the engineering memo. He asked if their engineers would meet with an engineering representative of Mr. Nichols to go over the analysis that has been prepared, explain it,

and go through the methodology. He stated they would come back on June 10th with an updated memo and an updated Resolution.

Mayor Tourville responded it may not be resolved completely, but the meeting would happen to address issues, the 65th Street construction sediment, and engineering items. He stated that in looking at the memo he noted the two-year peak, five year run off, ten-year peak, and 100-year peak. He stated those items are discussed but not in the Ordinance and need to be spoken about.

Mr. Hiller stated they would organize the meeting and have an updated memo.

Motion by Dietrich second by Perry to table until the first meeting taking place on June 10th, 2019 and direct the Planning Department to extend the 60 days for 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.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR AND COUNCIL COMMENTS

Mayor Tourville gave the following upcoming event information:

- Food Truck Event begins on June 12th.
- Ribbon Cutting Event takes place on June 11th at the Dog Park at Heritage Village Park.
- Farmer's Market begins on June 16th which is also Father's Day.

9. ADJOURN

Motion by Perry second by Dietrich to adjourn the meeting 11:55 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek.

INVER GROVE HEIGHTS CITY COUNCIL
WORK SESSION MINUTES
Monday, June 3, 2019
6:00 p.m.

- A. CALL TO ORDER: The City Council of Inver Grove Heights met in a Work Session on Monday, June 3rd, 2019 in the Council Chambers. Mayor Tourville called the meeting to Order at 6:00 p.m. The Pledge of Allegiance was recited.

1. JOB DESCRIPTION AND POSITIONS REVIEWED

City Administrator Lynch provided two (2) job descriptions; Director of Administrative Services and Finance Manager, to Council based upon discussion and direction given at the Special City Council Session on April 29th. Lynch overviewed the position description, skills and abilities, education requirement and number and type of positions supervised for the Director of Administrative Services position.

Council had several questions and gave input and feedback about the proposed Director of Administrative Services position.

Council directed the Administrator to review the current Finance Director position, add the responsibility of management and supervision of the Human Resources Manager and IT Manager to the position, have the position re-evaluated from a Classification and Compensation standpoint and return to the Council with the information on what, if any, impacts the supervision has to the valuation of the position and compensation for it.

Council determined that due to the direction provided on this position, the review for the Finance Manager position was moot.

Perry moved to Adjourn at 6:55 p.m. Dietrich seconded. Ayes: all.

Respectfully submitted,

Joe Lynch
City Administrator

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 24, 2019
 Item Type: Consent
 Contact: Shannon Battles 651-450-2488
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of June 6, 2019 to June 18, 2019.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending June 18, 2019. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$278,774.60
Debt Service & Capital Projects	11,833.88
Enterprise & Internal Service	6,166.40
Escrows	11,241.02
Grand Total for All Funds	<u><u>\$308,015.90</u></u>

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 June 6, 2019 to June 18, 2019 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING June 18, 2019**

WHEREAS, a list of disbursements for the period ending June 18, 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	\$278,774.60
Debt Service & Capital Projects	11,833.88
Enterprise & Internal Service	6,166.40
Escrows	11,241.02
 Grand Total for All Funds	 <u><u>\$308,015.90</u></u>

Adopted by the City Council of Inver Grove Heights this 24th day of June, 2019.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Joe Lynch, Interim Deputy Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 06/06/2019 - 06/18/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AFSCME COUNCIL 5	INV0087362	06/07/2019	UNION DUES (AFSCME FULL SHA	101.203.2031000	928.33
AFSCME COUNCIL 5	INV0087363	06/07/2019	UNION DUES (AFSCME FULL SHA	101.203.2031000	94.10
EFTPS	INV0087387	06/07/2019	FEDERAL WITHHOLDING	101.203.2030200	52,579.36
EFTPS	INV0087389	06/07/2019	MEDICARE WITHHOLDING	101.203.2030500	15,208.54
EFTPS	INV0087390	06/07/2019	SOCIAL SECURITY WITHHOLDING	101.203.2030400	42,836.60
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0087367	06/07/2019	HSA ELECTION-FAMILY	101.203.2032500	2,787.18
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0087368	06/07/2019	HSA ELECTION-SINGLE	101.203.2032500	4,803.39
ICMA RETIREMENT TRUST - 457	INV0087361	06/07/2019	457 - ROTH AGE 50+	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0087369	06/07/2019	ICMA-AGE <49 %	101.203.2031400	7,336.88
ICMA RETIREMENT TRUST - 457	INV0087370	06/07/2019	ICMA-AGE <49	101.203.2031400	4,035.00
ICMA RETIREMENT TRUST - 457	INV0087371	06/07/2019	ICMA-AGE 50+ %	101.203.2031400	478.43
ICMA RETIREMENT TRUST - 457	INV0087372	06/07/2019	ICMA-AGE 50+	101.203.2031400	5,514.79
ICMA RETIREMENT TRUST - 457	INV0087373	06/07/2019	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	88.57
ICMA RETIREMENT TRUST - 457	INV0087383	06/07/2019	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	2,126.52
ICMA RETIREMENT TRUST - 457	INV0087384	06/07/2019	ROTH IRA (AGE 50 & OVER)	101.203.2032400	820.00
ICMA RETIREMENT TRUST - 457	INV0087385	06/07/2019	ROTH-AGE <49 %	101.203.2032400	45.42
IUOE	INV0087374	06/07/2019	UNION DUES IUOE	101.203.2031000	1,143.42
LELS	INV0087375	06/07/2019	UNION DUES (LELS)	101.203.2031000	1,680.00
LELS SERGEANTS	INV0087386	06/07/2019	UNION DUES (LELS SGT)	101.203.2031000	306.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Code Compliance	06/12/2019	Legal	101.42.4000.421.30420	104.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Council Meetings	06/12/2019	Legal	101.41.1000.413.30401	120.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Driving After Diversion Progra	06/12/2019	Legal	101.42.4000.421.30420	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Engineering	06/12/2019	Legal	101.43.5100.442.30420	1,323.50
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 James VanBuskirk (9215 Rich V	06/12/2019	Legal	101.45.3000.419.30420	165.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Mayor/CC	06/12/2019	Legal	101.41.1000.413.30420	3,601.20
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Nextel West-Clear Wireless 201	06/12/2019	Legal	101.43.5000.441.30420	48.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Parks	06/12/2019	Legal	101.44.6000.451.30420	1,013.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Planning	06/12/2019	Legal	101.45.3200.419.30420	268.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Public Works	06/12/2019	Legal	101.43.5000.441.30420	1,716.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Sprint Spectrum Lease 1770 50t	06/12/2019	Legal	101.43.5000.441.30420	156.00
LILLIE SUBURBAN NEWSPAPERS	5/31/19 001363	06/12/2019	Advertising/Publishing	101.41.2000.415.50025	531.88
LILLIE SUBURBAN NEWSPAPERS	5/31/19 001363	06/12/2019	Advertising/Publishing	101.45.3200.419.50025	20.13
LILLIE SUBURBAN NEWSPAPERS	5/31/19 001363	06/12/2019	Advertising/Publishing	101.45.3200.419.50025	20.13
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0087365	06/07/2019	JOEL JACKSON FEIN/TAXPAYER I	101.203.2032100	306.89
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0087366	06/07/2019	JOHN VERDEJA FEIN/TAXPAYER I	101.203.2032100	158.74
MN DEPT OF REVENUE	INV0087376	06/07/2019	LEVY - ANDREW BRAVO	101.203.2031900	77.11
MN DEPT OF REVENUE	INV0087388	06/07/2019	STATE WITHHOLDING	101.203.2030300	24,454.66
PERA	INV0087377	06/07/2019	PERA COORDINATED PLAN	101.203.2030600	40,225.54
PERA	INV0087378	06/07/2019	EMPLOYER SHARE (EXTRA PERA	101.203.2030600	3,094.31
PERA	INV0087379	06/07/2019	PERA DEFINED PLAN	101.203.2030600	53.46
PERA	INV0087380	06/07/2019	EMPLOYER SHARE (PERA DEFINE	101.203.2030600	53.46
PERA	INV0087381	06/07/2019	PERA POLICE & FIRE PLAN	101.203.2030600	20,038.81
PERA	INV0087382	06/07/2019	EMPLOYER SHARE (POLICE & FIR	101.203.2030600	30,058.24
PETTY CASH	6/12/19	06/12/2019	PETTY CASH REQUEST	101.45.3300.419.50075	35.53
PETTY CASH	6/12/19	06/12/2019	PETTY CASH REQUEST	101.45.3300.419.60040	11.19
TEXAS STATE DISBURSEMENT UNIT	INV0087364	06/07/2019	ANDREW BRAVO FEIN/TAXPAYER	101.203.2032100	401.13
VERIZON WIRELESS	9828800287	06/12/2019	Telephone	101.41.1000.413.50020	180.05
VERIZON WIRELESS	9828800287	06/12/2019	Telephone	101.42.4000.421.50020	1,249.28
VERIZON WIRELESS	9828800287	06/12/2019	Telephone	101.42.4200.423.50020	659.83
VERIZON WIRELESS	9828800287	06/12/2019	Telephone	101.43.5100.442.50020	298.44
VERIZON WIRELESS	9828800287	06/12/2019	Telephone	101.43.5200.443.50020	423.70
VERIZON WIRELESS	9828800287	06/12/2019	Telephone	101.44.6000.451.50020	337.94
VERIZON WIRELESS	9828800287	06/12/2019	Telephone	101.45.3000.419.50020	64.85
VERIZON WIRELESS	9828800287	06/12/2019	Telephone	101.45.3300.419.50020	297.25
VERIZON WIRELESS	9828800287 CR	06/12/2019	Telephone	101.41.1300.413.50020	(10.64)
VERIZON WIRELESS	9830778231	06/12/2019	Telephone	101.41.1000.413.50020	180.05
VERIZON WIRELESS	9830778231	06/12/2019	Telephone	101.42.4000.421.50020	1,316.47
VERIZON WIRELESS	9830778231	06/12/2019	Telephone	101.42.4200.423.50020	702.76
VERIZON WIRELESS	9830778231	06/12/2019	Telephone	101.43.5100.442.50020	330.77
VERIZON WIRELESS	9830778231	06/12/2019	Telephone	101.43.5200.443.50020	472.63
VERIZON WIRELESS	9830778231	06/12/2019	Telephone	101.44.6000.451.50020	384.78
VERIZON WIRELESS	9830778231	06/12/2019	Telephone	101.45.3000.419.50020	42.40
VERIZON WIRELESS	9830778231	06/12/2019	Telephone	101.45.3300.419.50020	299.07
WAGNER'S SOD CO, INC	2019-1687	06/12/2019	5/24/19	101.43.5200.443.60016	25.92
Fund: 101 - GENERAL FUND					278,256.99
VERIZON WIRELESS	9828800287	06/12/2019	Telephone	205.44.6200.453.50020	83.81
VERIZON WIRELESS	9828800287	06/12/2019	Telephone	205.44.6200.453.50020	83.81
VERIZON WIRELESS	9828800287	06/12/2019	Telephone	205.44.6200.453.50020	63.11
VERIZON WIRELESS	9828800287	06/12/2019	Telephone	205.44.6200.453.50020	24.18
VERIZON WIRELESS	9830778231	06/12/2019	Telephone	205.44.6200.453.50020	25.02
VERIZON WIRELESS	9830778231	06/12/2019	Telephone	205.44.6200.453.50020	89.11
VERIZON WIRELESS	9830778231	06/12/2019	Telephone	205.44.6200.453.50020	89.11
VERIZON WIRELESS	9830778231	06/12/2019	Telephone	205.44.6200.453.50020	59.46
Fund: 205 - COMMUNITY CENTER					517.61
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Fire Station No. 2	06/12/2019	Legal	434.42.4200.423.30420	60.00
Fund: 434 - 2014 IMPROVEMENT FUND					60.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Heritage Park Condemnation - 2	06/12/2019	Legal	437.44.5900.737.30420	496.00
LILLIE SUBURBAN NEWSPAPERS	5/31/19 001363	06/12/2019	Advertising/Publishing	437.44.5900.737.50025	148.50
Fund: 437 - 2017 IMPROVEMENT FUND					644.50
KRUGER INC.	01011	06/12/2019	5/29/19	439.42.4200.423.60018	400.00
Fund: 439 - 2019 IMPROVEMENT FUND					400.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 #1809D Impr Proj Atwater Path	06/12/2019	Legal	440.74.5900.740.30420	181.50
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 55th Street Court Reconstructi	06/12/2019	Legal	440.74.5900.740.30420	662.00
LILLIE SUBURBAN NEWSPAPERS	5/31/19 001363	06/12/2019	Advertising/Publishing	440.74.5900.740.50025	178.25
LILLIE SUBURBAN NEWSPAPERS	5/31/19 001363	06/12/2019	Advertising/Publishing	440.74.5900.740.50025	181.13
Fund: 440 - PAVEMENT MANAGEMENT PROJ					1,202.88
ACE IN THE HOLE REAL ESTATE LIMITED PARTNERSI	16749-41005	06/12/2019	ACE IN THE HOLE	446.74.5900.746.30700	5,000.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 #1503-65th St B/W Hwy 3 & Arge	06/12/2019	Legal	446.74.5900.746.30420	4,145.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 #1513-Impr Project	06/12/2019	Legal	446.74.5900.746.30420	206.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 #1608-Roundabout Hwy 3 & 70th	06/12/2019	Legal	446.74.5900.746.30420	54.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 impr Proj. 2018-03 NWA Waterm.	06/12/2019	Legal	446.74.5900.746.30420	121.50
Fund: 446 - NW AREA					9,526.50
VERIZON WIRELESS	9828800287	06/12/2019	Telephone	501.50.7100.512.50020	433.91
VERIZON WIRELESS	9830778231	06/12/2019	Telephone	501.50.7100.512.50020	482.48
Fund: 501 - WATER UTILITY FUND					916.39
VERIZON WIRELESS	9828800287	06/12/2019	Telephone	503.52.8500.526.50020	239.15
VERIZON WIRELESS	9830778231	06/12/2019	Telephone	503.52.8500.526.50020	206.39
Fund: 503 - INVER WOOD GOLF COURSE					445.54
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Rauschnot Zoning - Truck Repai	06/12/2019	Legal	602.00.2100.415.30420	2,340.40
Fund: 602 - RISK MANAGEMENT					2,340.40
INVER GROVE FORD	5271107	06/12/2019	5/22/19	603.00.5300.444.40041	114.43
INVER GROVE FORD	5271108	06/12/2019	5/22/19	603.00.5300.444.40041	228.50
KIMBALL MIDWEST	7144753	06/12/2019	A6168235	603.00.5300.444.60040	49.99
MACQUEEN EMERGENCY GROUP	P02150	06/12/2019	INVER003	603.00.5300.444.40041	141.87
METRO JANITORIAL SUPPLY INC	11015055	06/12/2019	5/13/19	603.00.5300.444.60012	584.57
METRO JANITORIAL SUPPLY INC	11015056	06/12/2019	5/13/19	603.00.5300.444.60012	214.83
NORTH AMERICAN TRAILER SALES	0304143541	06/12/2019	10095	603.00.5300.444.40041	32.88
O' REILLY AUTO PARTS	1767-400230	06/12/2019	1578028	603.00.5300.444.40041	225.11
O' REILLY AUTO PARTS	1767-400481	06/12/2019	1578028	603.00.5300.444.40041	55.48
O' REILLY AUTO PARTS	1767-400571	06/12/2019	1578028	603.140.1450050	92.32
O' REILLY AUTO PARTS	1767-400583	06/12/2019	1578028	603.00.5300.444.40041	1.50
O' REILLY AUTO PARTS	1767-400593	06/12/2019	1578028	603.00.5300.444.60012	4.90
O' REILLY AUTO PARTS	1767-400967	06/12/2019	1578028	603.140.1450050	33.53
O' REILLY AUTO PARTS	1767-400968	06/12/2019	1578028	603.00.5300.444.40041	33.53
POMP'S TIRE SERVICE, INC.	980059157	06/12/2019	4502557	603.00.5300.444.40041	91.00
PUMP AND METER SERVICE INC	30756-1	06/12/2019	494500	603.00.5300.444.40041	171.41
SOUTH EAST TOWING	215766	06/12/2019	4/9/19	603.00.5300.444.40041	90.00
VERIZON WIRELESS	9828800287	06/12/2019	Telephone	603.00.5300.444.50020	154.93
VERIZON WIRELESS	9830778231	06/12/2019	Telephone	603.00.5300.444.50020	143.29
Fund: 603 - CENTRAL EQUIPMENT					2,464.07
HENNEPIN COUNTY DISTRICT COURT	17430753	06/12/2019	JAIME HUGO CUEVAS ESPINOZA	702.229.2291000	78.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Scenic Hills- Hampton Compani	06/12/2019	Legal	702.229.2284602	5,584.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Best Friends Veterinary Servic	06/12/2019	Legal	702.229.2301702	1,406.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Centre City Housing	06/12/2019	Legal	702.229.2297402	342.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Forfeiture- Brett Kane	06/12/2019	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Forfeiture- Carlson	06/12/2019	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Forfeiture-Katherine Rother	06/12/2019	Legal	702.229.2291000	100.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Forfeiture-Khader Ismael Muse	06/12/2019	Legal	702.229.2291000	160.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Forfeiture-Nan Bailly	06/12/2019	Legal	702.229.2291000	24.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Forfeiture-Ryan Gerald Kimble	06/12/2019	Legal	702.229.2291000	68.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Holiday Gas Station Remodel	06/12/2019	Legal	702.229.2293402	285.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 IGH Brewery	06/12/2019	Legal	702.229.2300302	77.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Krech SW Facility Mntc Agree	06/12/2019	Legal	702.229.2291501	193.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Police-Forfeiture	06/12/2019	Legal	702.229.2291000	260.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 STOR Self Storage	06/12/2019	Legal	702.229.2296902	758.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Thao (5039 Brent Ave)	06/12/2019	Legal	702.229.2303902	165.00
LEVANDER, GILLEN & MILLER P.A.	81000E 04/30/2019 Tim Johnson CUP (3790 80th Str	06/12/2019	Legal	702.229.2308102	110.00
LILLIE SUBURBAN NEWSPAPERS	5/31/19 001363	06/12/2019	Advertising/Publishing	702.229.2282503	20.13
LILLIE SUBURBAN NEWSPAPERS	5/31/19 001363	06/12/2019	Advertising/Publishing	702.229.2282903	23.00
LILLIE SUBURBAN NEWSPAPERS	5/31/19 001363	06/12/2019	Advertising/Publishing	702.229.2283003	25.88
LILLIE SUBURBAN NEWSPAPERS	5/31/19 001363	06/12/2019	Advertising/Publishing	702.229.2283103	25.88
LILLIE SUBURBAN NEWSPAPERS	5/31/19 001363	06/12/2019	Advertising/Publishing	702.229.2307102	20.13
RAMSEY COUNTY SHERIFF'S DEPT	62CR193998	06/12/2019	ADAM KINSEL	702.229.2291000	1,500.00
Fund: 702 - ESCROW FUND					11,241.02
Grand Total					308,015.90

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 24, 2019
Item Type: Consent
Contact: Judy Thill, 651-450-2495
Prepared by: Judy Thill, Fire Chief
Reviewed by: n/a

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Request approval of the Pay Application #7 for \$736,725.00 to Jorgenson Construction for Project 2014-10 Fire Station #2 New Construction.

SUMMARY

At the September 10, 2018 Council meeting, Council accepted bids and awarded the contract to Jorgenson Construction in the amount of \$8,665,000.00 for the construction of the new Fire Station #2. Construction began in October 2018. Jorgenson Construction submitted Pay Application #7 in the amount of \$736,725.00 for work completed through May 31, 2019.

Project 2014-10 Fire Station #2 New Construction is being funded through the sale of General Obligation Capital Improvement Plan Bonds. After payment of this pay application, the amount remaining on the contract, which includes retainage for completed work and stored materials, is \$4,670,433.00

Staff recommends payment of Pay Application #7 for the amount of \$736,725.00 to Jorgenson Construction for Project 2014-10 Fire Station #2 New Construction.

Attachment: Pay Voucher #7

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

ESTIMATE NO: 7 (Seven)
DATE: June 24, 2019
PERIOD ENDING: May 31, 2019
PROJECT NO: 2014-10 Fire Station #2 New Construction

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

Original Contract Amount	\$8,665,000.00
Total Addition (Change Order No. 1)	\$2,558.00
Total Deduction (Change Order No. 1)	\$0.00
Total Contract Amount.....	\$8,667,558.00
Total Value of Work to Date.....	\$4,207,500.00
Less Retained (5%)	\$210,375.00
Less Previous Payment.....	\$3,260,400.00
Total Approved for Payment this Voucher.....	\$736,725.00
Total Payments including this Voucher	\$3,997,125.00

Approvals:

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

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

Signed by: _____
Jorgenson Construction Date _____

Signed by: _____
George Tourville, Mayor Date _____

AIA Type Document
Application and Certification for Payment

Page 1 of 8

TO (OWNER): City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	PROJECT: INVER GROVE HGTS FIRE STN #2 9250 COURTHOUSE BLVD INVER GROVE HEIGHTS, MN 55077	APPLICATION NO: 7 PERIOD TO: 5/31/2019	DISTRIBUTION TO: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR
FROM (CONTRACTOR): Jorgenson Construction Inc. 9255 East River Road NW Minneapolis, MN 55433	VIA (ARCHITECT): Wendel SGN Architecture, Inc. 401 2nd Avenue North Suite 206 Minneapolis, MN 55401	ARCHITECT'S PROJECT NO: 600801	

CONTRACT FOR: Inver Grove Heights Fire Station No. 2

CONTRACT DATE: 9/12/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	8,665,000.00
2. Net Change by Change Orders	\$	2,558.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	8,667,558.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	4,207,500.00
5. RETAINAGE:		
a. 5.00 % of Completed Work	\$	204,475.00
b. 5.00 % of Stored Material	\$	5,900.00
Total retainage (Line 5a + 5b)	\$	210,375.00
6. TOTAL EARNED LESS RETAINAGE	\$	3,997,125.00
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	3,260,400.00
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	736,725.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	4,670,433.00
(Line 3 less Line 6)		

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

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

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

By: Dwayne Kanne Vice President

Date: 6/4/19

State of: MN

County of: Anoka

Subscribed and sworn to before me this 4th

Notary Public:

My Commission Expires: 1/31/22



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ 736,725.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: [Signature]

Date: 6/4/19

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



INVOICE NO. 1392

BILL TO:

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

VIA:

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

INVOICE DATE	INVOICE NO.	PAYMENT TERMS	PO NUMBER
06/04/19	1392	NET 30 DAYS	

INVER GROVE HEIGHTS FIRE STATION #2

JCI JOB NUMBER: 6582

AS PER ATTACHED APPLICATION AND CERTIFICATE FOR
PAYMENT NUMBER SEVEN

\$736,725.00

AMOUNT NOW DUE: \$736,725.00

AIA Type Document
Application and Certification for Payment

Page 2 of 8

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

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

APPLICATION NO: 7
PERIOD TO: 5/31/2019

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S
PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Mobilization	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	250.00
2	Bonds	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00	0.00	5,500.00
3	Surveying	9,500.00	5,290.00	0.00	0.00	5,290.00	55.68	4,210.00	264.50
4	Supervision	120,000.00	70,000.00	13,000.00	0.00	83,000.00	69.17	37,000.00	4,150.00
5	Project Closeout Documents	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00
6	Dumpsters	12,000.00	5,800.00	1,200.00	0.00	7,000.00	58.33	5,000.00	350.00
7	Construction Cleanup	6,500.00	3,400.00	600.00	0.00	4,000.00	61.54	2,500.00	200.00
8	Final Cleaning	9,000.00	0.00	0.00	0.00	0.00	0.00	9,000.00	0.00
9	Safety-Exterior	2,800.00	2,100.00	300.00	0.00	2,400.00	85.71	400.00	120.00
10	Safety-Interior	2,200.00	500.00	400.00	0.00	900.00	40.91	1,300.00	45.00
11	Temp. Water	2,100.00	1,775.00	100.00	0.00	1,875.00	89.29	225.00	93.75
12	Temp. Electric	5,000.00	2,880.00	400.00	0.00	3,280.00	65.60	1,720.00	164.00
13	Temp. Natural Gas	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00	0.00	700.00
14	Construction Toilet	3,500.00	2,350.00	250.00	0.00	2,600.00	74.29	900.00	130.00
15	Job Trailer (Moving/Pickup)	1,000.00	500.00	0.00	0.00	500.00	50.00	500.00	25.00
16	Storage Container	1,200.00	800.00	100.00	0.00	900.00	75.00	300.00	45.00
17	Phone	1,500.00	950.00	150.00	0.00	1,100.00	73.33	400.00	55.00
18	Truck/Fuel	4,000.00	2,050.00	300.00	0.00	2,350.00	58.75	1,650.00	117.50
19	Equipment/Diesel	5,500.00	2,950.00	400.00	0.00	3,350.00	60.91	2,150.00	167.50
20	Entrance Gates/Fence	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	75.00
21	Temp. Site Signage	850.00	850.00	0.00	0.00	850.00	100.00	0.00	42.50

AIA Type Document
Application and Certification for Payment

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TO (OWNER): City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	PROJECT: INVER GROVE HGTS FIRE STN #2 9250 COURTHOUSE BLVD INVER GROVE HEIGHTS, MN 55077	APPLICATION NO: 7 PERIOD TO: 5/31/2019	DISTRIBUTION TO: _ OWNER _ ARCHITECT _ CONTRACTOR
FROM (CONTRACTOR): Jorgenson Construction Inc. 9255 East River Road NW Minneapolis, MN 55433	VIA (ARCHITECT): Wendel SGN Architecture, Inc. 401 2nd Avenue North Suite 206 Minneapolis, MN 55401	ARCHITECT'S PROJECT NO: 600801	

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Temp. Enclosures	11,500.00	10,800.00	500.00	0.00	11,300.00	98.26	200.00	565.00
23	Tools/Fasteners	2,300.00	1,720.00	200.00	0.00	1,920.00	83.48	380.00	96.00
24	Propane/Heaters	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00	0.00	200.00
25	Building Natural Gas	17,500.00	17,500.00	0.00	0.00	17,500.00	100.00	0.00	875.00
26	Street Cleaning/Snow Removal	3,750.00	3,500.00	150.00	0.00	3,650.00	97.33	100.00	182.50
27	Earthwork/Site Clearing/Erosion Control	426,414.00	343,591.00	0.00	0.00	343,591.00	80.58	82,823.00	17,179.55
28	Site Utilities	149,182.00	145,087.00	0.00	0.00	145,087.00	97.26	4,095.00	7,254.35
29	Asphalt Paving	101,360.00	0.00	0.00	0.00	0.00	0.00	101,360.00	0.00
30	Unit Paving	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00	0.00
31	Chain Link Fences & Gates	7,026.00	0.00	0.00	0.00	0.00	0.00	7,026.00	0.00
32	Retaining Wall	38,880.00	0.00	0.00	0.00	0.00	0.00	38,880.00	0.00
33	Landscaping-Plants/Grass	57,194.00	0.00	0.00	0.00	0.00	0.00	57,194.00	0.00
34	Landscaping-Irrigation	14,522.00	0.00	0.00	0.00	0.00	0.00	14,522.00	0.00
35	Site Concrete-Walks/Paving/Trench Drains	217,000.00	0.00	0.00	0.00	0.00	0.00	217,000.00	0.00
36	Site Concrete- Curb & Gutter	40,550.00	0.00	0.00	0.00	0.00	0.00	40,550.00	0.00
37	Concrete	544,200.00	332,282.00	50,658.00	0.00	382,940.00	70.37	161,260.00	19,147.00
38	Concrete-Winter Conditions	58,900.00	58,900.00	0.00	0.00	58,900.00	100.00	0.00	2,945.00
39	Precast Concrete Plank-Shop Drawings/Eng.	6,644.00	6,644.00	0.00	0.00	6,644.00	100.00	0.00	332.20
40	Precast Concrete Plank	159,471.00	159,471.00	0.00	0.00	159,471.00	100.00	0.00	7,973.55
41	Masonry/Brick	775,103.00	481,503.00	0.00	70,000.00	551,503.00	71.15	223,600.00	27,575.15

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DISTRIBUTION
TO:
_ OWNER
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_ CONTRACTOR

ARCHITECT'S
PROJECT NO: 600801

CONTRACT DATE: 9/12/2018

[illegible]

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DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

ARCHITECT'S
PROJECT NO: 600801

CONTRACT DATE: 9/12/2018

[illegible]

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TO (OWNER): City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	PROJECT: INVER GROVE HGTS FIRE STN #2 9250 COURTHOUSE BLVD INVER GROVE HEIGHTS, MN 55077	APPLICATION NO: 7 PERIOD TO: 5/31/2019	DISTRIBUTION TO: _ OWNER _ ARCHITECT _ CONTRACTOR
FROM (CONTRACTOR): Jorgenson Construction Inc. 9255 East River Road NW Minneapolis, MN 55433	VIA (ARCHITECT): Wendel SGN Architecture, Inc. 401 2nd Avenue North Suite 206 Minneapolis, MN 55401	ARCHITECT'S PROJECT NO: 600801	

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
82	Metal Casework	19,460.00	0.00	0.00	0.00	0.00	0.00	19,460.00	0.00
83	P Lam Casework/Solid Surface & Quartz Tops	88,967.00	0.00	0.00	0.00	0.00	0.00	88,967.00	0.00
84	Elevator-Engineering	27,300.00	27,300.00	0.00	0.00	27,300.00	100.00	0.00	1,365.00
85	Elevator	50,700.00	0.00	0.00	0.00	0.00	0.00	50,700.00	0.00
86	Fire Sprinkling	57,962.00	5,800.00	45,675.00	0.00	51,475.00	88.81	6,487.00	2,573.75
MECHANICAL - HVAC									
87	Mobilization	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00	0.00	300.00
88	Piping Specialties	12,000.00	899.00	1,127.00	0.00	2,026.00	16.88	9,974.00	101.30
89	Valves	6,000.00	540.00	812.00	0.00	1,352.00	22.53	4,648.00	67.60
90	Hangers & Supports	12,000.00	1,240.00	9,161.00	0.00	10,401.00	86.68	1,599.00	520.05
91	TAB	11,000.00	0.00	0.00	0.00	0.00	0.00	11,000.00	0.00
92	Insulation	75,000.00	0.00	0.00	0.00	0.00	0.00	75,000.00	0.00
93	Controls	120,000.00	11,100.00	18,000.00	0.00	29,100.00	24.25	90,900.00	1,455.00
94	Hydronic Piping	145,000.00	3,860.00	0.00	0.00	3,860.00	2.66	141,140.00	193.00
95	Pumps	25,000.00	850.00	0.00	0.00	850.00	3.40	24,150.00	42.50
96	Water Treatment	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00
97	Ducts	149,500.00	52,222.00	34,710.00	0.00	86,932.00	58.15	62,568.00	4,346.60
98	Air Duct Accessories	7,000.00	928.00	200.00	0.00	1,128.00	16.11	5,872.00	56.40
99	Fans	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00	0.00	2,000.00
100	Air Terminal Units	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00	0.00	350.00
101	GRD's	5,000.00	722.00	0.00	0.00	722.00	14.44	4,278.00	36.10

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TO (OWNER): City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	PROJECT: INVER GROVE HGTS FIRE STN #2 9250 COURTHOUSE BLVD INVER GROVE HEIGHTS, MN 55077	APPLICATION NO: 7 PERIOD TO: 5/31/2019	DISTRIBUTION TO: _ OWNER _ ARCHITECT _ CONTRACTOR
FROM (CONTRACTOR): Jorgenson Construction Inc. 9255 East River Road NW Minneapolis, MN 55433	VIA (ARCHITECT): Wendel SGN Architecture, Inc. 401 2nd Avenue North Suite 206 Minneapolis, MN 55401	ARCHITECT'S PROJECT NO: 600801	

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
102	Chimney/Stacks	10,000.00	671.00	722.00	0.00	1,393.00	13.93	8,607.00	69.65
103	Boilers	50,000.00	0.00	0.00	0.00	0.00	0.00	50,000.00	0.00
104	Unit Heaters	10,500.00	0.00	0.00	0.00	0.00	0.00	10,500.00	0.00
105	AHU	115,000.00	0.00	0.00	0.00	0.00	0.00	115,000.00	0.00
106	Heat/Cool Terminal Units	5,000.00	591.00	0.00	0.00	591.00	11.82	4,409.00	29.55
107	Radiation Hydronic Work	85,000.00	35,627.00	0.00	0.00	35,627.00	41.91	49,373.00	1,781.35
MECHANICAL - PLUMBING									
108	Specialties	101,500.00	28,500.00	26,000.00	0.00	54,500.00	53.69	47,000.00	2,725.00
109	Insulation	60,000.00	0.00	0.00	0.00	0.00	0.00	60,000.00	0.00
110	Facility Fuel Piping	21,000.00	0.00	0.00	0.00	0.00	0.00	21,000.00	0.00
111	Water Distribution	73,000.00	0.00	4,000.00	0.00	4,000.00	5.48	69,000.00	200.00
112	Sanitary Sewage	72,000.00	26,000.00	11,000.00	0.00	37,000.00	51.39	35,000.00	1,850.00
113	Storm Drainage	57,000.00	0.00	42,000.00	0.00	42,000.00	73.68	15,000.00	2,100.00
114	Compressed Air	16,500.00	0.00	0.00	0.00	0.00	0.00	16,500.00	0.00
115	Equipment	48,000.00	0.00	0.00	0.00	0.00	0.00	48,000.00	0.00
116	Fixtures	81,000.00	0.00	0.00	0.00	0.00	0.00	81,000.00	0.00
ELECTRICAL									
117	Dakota Electric Service	44,775.00	44,775.00	0.00	0.00	44,775.00	100.00	0.00	2,238.75
118	Temp. Electric	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00	0.00	325.00
119	General RI (M)	116,100.00	24,900.00	6,500.00	0.00	31,400.00	27.05	84,700.00	1,570.00
120	General RI (L)	90,343.00	48,965.00	0.00	0.00	48,965.00	54.20	41,378.00	2,448.25

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

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

APPLICATION NO: 7
PERIOD TO: 5/31/2019

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S
PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
121	Light Fixtures (M)	108,500.00	77,400.00	18,500.00	0.00	95,900.00	88.39	12,600.00	4,795.00
122	Light Fixtures (L)	60,736.00	0.00	0.00	0.00	0.00	0.00	60,736.00	0.00
123	Switch Gears (M)	28,900.00	28,900.00	0.00	0.00	28,900.00	100.00	0.00	1,445.00
124	Switch Gears (L)	37,960.00	18,980.00	0.00	0.00	18,980.00	50.00	18,980.00	949.00
125	Generator (M)	141,270.00	0.00	0.00	0.00	0.00	0.00	141,270.00	0.00
126	Generator (L)	7,592.00	0.00	0.00	0.00	0.00	0.00	7,592.00	0.00
127	Div. 27-Communications (M)	19,500.00	0.00	0.00	0.00	0.00	0.00	19,500.00	0.00
128	Div. 27-Communications (L)	45,000.00	0.00	0.00	0.00	0.00	0.00	45,000.00	0.00
129	Div. 28-Fire Alarms (M)	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
130	Div. 28-Fire Alarms (L)	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
131	PROFIT & OVERHEAD	447,419.00	176,907.00	41,143.00	0.00	218,050.00	48.74	229,369.00	10,902.50
132	Change Order #001	2,558.00	2,558.00	0.00	0.00	2,558.00	100.00	0.00	127.90
REPORT TOTALS		\$8,667,558.00	\$3,432,000.00	\$657,500.00	\$118,000.00	\$4,207,500.00	48.54	\$4,460,058.00	\$210,375.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 8 and Pay Voucher No. 12 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 – VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements

Meeting Date: June 24, 2019
 Item Type: Consent
 Contact: Eric Carlson, 651.450.2587
 Prepared by: Eric Carlson, Parks and Recreation Director
 Reviewed by: Scott D. Thureen, Public Works Director

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

PURPOSE/ACTION REQUESTED

Consider Change Order No. 8 and Pay Voucher No. 12 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.

SUMMARY

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

Change Order No. 8, in the amount of \$16,873.07, covers miscellaneous contract quantity increases required due to field conditions. This change order is for City Project 2017-21, and will be funded through Pavement Management Funds.

I recommend approval of Change Order No. 8 in the amount of \$16,873.07, for a total contract amount of \$4,312,250.75 and Pay Voucher No. 12, in the amount of \$19,914.06 (\$0.00 for work on City Project No. 2015-09D – Broderick Boulevard Reconstruction, \$19,914.06 for work on City Project No. 2017-21 VMCC/Golf Course Parking Lots, \$0.00 for work on City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and \$0.00 for work on City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements. All of the costs included under this payment are for City Project No. 2017-21.

LBM/EC

Attachments: Change Order No. 8, Pay Voucher No. 12

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

ESTIMATE NO: 12 (Twelve)
DATE: June 24, 2019
PERIOD ENDING: May 31, 2019
CONTRACT: 2018 Pavement Management Program
PROJECT NO: 2015-09D – Broderick Boulevard Reconstruction, 2017-21 – VMCC/Golf Course
Parking Lots, 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and
2018-11 – Fire Station No. 2 Fiber Optic Improvements

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

Original Contract Amount.....\$4,189,854.00
Total Addition (Change Order No. 2, No. 4, No. 5, No. 6, No. 7, and No. 8).....\$237,125.50
Total Deduction (Change Order No. 1) (\$114,728.75)
Total Contract Amount.....\$4,312,250.75
Total Value of Work to Date.....\$4,147,156.33
Less Retained (5%)\$207,357.83
Less Previous Payment\$3,919,884.44
Total Approved for Payment this Voucher.....\$19,914.06
Total Payments including this Voucher\$3,939,798.50

Approvals:

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

Signed by:	<u>Eric Carlson, Parks and Recreation Director</u>	<u>June 24, 2019</u>
Signed by:	<u>McNamara Contracting, Inc.</u>	<u>Date</u>
Signed by:	<u>George Tourville, Mayor</u>	<u>June 24, 2019</u>

CHANGE ORDER NO. 8

2018 PAVEMENT MANAGEMENT PROGRAM CITY PROJECT NO. 2015-09D – BRODERICK BOULEVARD RECONSTRUCTION AND CITY PROJECT 2017-21 VMCC/GOLF COURSE PARKING LOTS

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: June 24, 2019
Contractor: McNamara Contracting, Inc. 16700 Chippendale Avenue Rosemount, MN 55068	Engineer: Kimley-Horn and Associates
PURPOSE OF CHANGE ORDER	
<u>Additional Contract Quantity Costs</u> To compensate for contract quantity increases required due to: (1) additional subgrade excavation, pavement sawing, and aggregate base backfill due to unsuitable existing subgrade at the VMCC parking lot and (2) additional curb and gutter removal, concrete sidewalk and curb and gutter quantities for sidewalk and pedestrian ramp improvements at the VMCC	
Total Cost of Change Order No. 8 = \$16,873.07	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$4,189,854.00	Original Contract Time:
Previous Change Orders \$105,523.68	Net Change from Previous Change Orders None
Contract Price Prior to this Change Order \$4,295,377.68	Contract Time Prior to this Change Order None
Net Increase (Decrease) of this Change Order \$16,873.07	Net Increase (Decrease) of Change Order None
Contract Price with all Approved Change Orders \$4,312,250.75	Contract Time with Approved Change None
Recommended By:	Approved By:
Eric Carlson, Parks and Recreation Director	McNamara Contracting, Inc

Approved By:

Approved By:

Date of Council Action:

Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

June 24, 2019

PAYMENT DETAIL LIST

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

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

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.601	MOBILIZATION - PARKING LOTS	LUMP SUM	0.60	0.60	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00
2	2104.501	REMOVE CURB & GUTTER	LIN FT	900.00	1112.00	\$ 6.00	\$ 5,400.00	\$ 6,672.00
3	2104.505	REMOVE CONCRETE WALK	SQ YD	50.00	78.70	\$ 11.00	\$ 550.00	\$ 865.70
4	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	19000.00	18126.00	\$ 2.50	\$ 47,500.00	\$ 45,315.00
5	2104.513	SAVING BIT PAVEMENT (FULL DEPTH)	LIN FT	250.00	506.00	\$ 2.00	\$ 500.00	\$ 1,012.00
6	2104.523	SALVAGE HYDRANT & VALVE	EACH	0.00	0.00	\$ 750.00	\$ -	\$ -
7	2104.523	SALVAGE SIGN TYPE C	EACH	20.00	20.00	\$ 37.00	\$ 740.00	\$ 740.00
8	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	21.00	11.00	\$ 100.00	\$ 2,100.00	\$ 1,100.00
9	2105.501	COMMON EXCAVATION (P)	CU YD	67.00	67.00	\$ 30.00	\$ 2,010.00	\$ 2,010.00
10	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	50.00	396.70	\$ 60.00	\$ 3,000.00	\$ 20,202.00
11	2105.522	SELECT GRANULAR BORROW (CV) (P)	CU YD	50.00	112.37	\$ 60.00	\$ 3,000.00	\$ 6,742.20
12	2112.604	SUBGRADE PREPARATION (P)	SQ YD	17750.00	17750.00	\$ 1.00	\$ 17,750.00	\$ 17,750.00
13	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	TON	10.00	0.00	\$ 120.00	\$ 1,200.00	\$ -
14	2130.501	WATER	M GALLON	10.00	7.50	\$ 40.00	\$ 400.00	\$ 300.00
15	2211.501	AGGREGATE BASE CLASS 5	TON	100.00	1313.16	\$ 17.00	\$ 1,700.00	\$ 22,323.72
16	2360.501	TYPE SP 12.5 WEARING COURSE MIX (2C)	TON	1600.00	2061.91	\$ 55.00	\$ 99,000.00	\$ 113,405.05
17	2360.502	TYPE SP 12.5 MON/WEAR COURSE MIX (2C)	TON	2250.00	2237.84	\$ 55.00	\$ 123,750.00	\$ 123,086.70
18	2503.602	FURNISH & INSTALL NEW RINGS AND CASTING (SANITARY)	EACH	2.00	1.00	\$ 1,400.00	\$ 2,800.00	\$ 1,400.00
19	2504.602	ADJUST GATE VALVE	EACH	9.00	5.00	\$ 400.00	\$ 3,600.00	\$ 3,600.00
20	2504.602	HYDRANT AND GATE VALVE	EACH	0.00	0.00	\$ 5,600.00	\$ -	\$ -
21	2506.602	FURNISH & INSTALL NEW RINGS AND CASTING (STORM)	EACH	19.00	7.00	\$ 1,000.00	\$ 19,000.00	\$ 7,000.00
22	2521.501	3" BITUMINOUS WALK	SQ FT	200.00	1811.00	\$ 10.00	\$ 2,000.00	\$ 18,110.00
23	2521.511	6" CONCRETE WALK	SQ FT	0.00	0.00	\$ 1.70	\$ -	\$ -
24	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	255.00	243.30	\$ 62.00	\$ 15,810.00	\$ 15,084.60
25	2531.603	CONCRETE CURB & GUTTER DESIGN BR12 (HAND POUR)	LIN FT	900.00	1199.00	\$ 20.00	\$ 18,000.00	\$ 23,380.00
26	2531.618	TRUNCATED DOME	SQ FT	0.00	0.00	\$ 40.00	\$ -	\$ -
27	2563.601	TRAFFIC CONTROL - PARKING LOTS	LUMP SUM	0.50	0.50	\$ 1,600.00	\$ 800.00	\$ 800.00
28	2564.531	SIGN PANELS TYPE C	EACH	2.00	30.50	\$ 70.00	\$ 1,470.00	\$ 2,135.00
29	2564.537	INSTALL SIGN TYPE C	EACH	2.00	7.00	\$ 120.00	\$ 240.00	\$ 840.00
30	2573.502	SILT FENCE, TYPE 1/IS	LIN FT	100.00	0.00	\$ 2.00	\$ 200.00	\$ -
31	2573.530	STORM DRAIN INLET PROTECTION	EACH	23.00	22.00	\$ 150.00	\$ 3,450.00	\$ 3,300.00
32	2573.601	STABILIZED CONSTRUCTION EXIT - PARKING LOTS	LUMP SUM	0.50	0.00	\$ 3,000.00	\$ 1,500.00	\$ -
33	2575.511	MULCH MATERIAL TYPE 1	TON	0.50	0.50	\$ 190.00	\$ 95.00	\$ 95.00
34	2575.605	SEED MIXTURE 25-31	ACRE	0.25	0.25	\$ 1,700.00	\$ 425.00	\$ 425.00
35	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	875.00	875.00	\$ 1.15	\$ 1,006.25	\$ 1,006.25
36	2582.501	PAVT MSGG PAINT	SQ FT	120.00	57.56	\$ 6.00	\$ 720.00	\$ 345.34
37	2582.502	4" SOLID LINE PAINT	LIN FT	7000.00	6400.00	\$ 0.55	\$ 3,550.00	\$ 3,520.00
Alternate 2 Subtotal:							\$ 413,566.25	\$ 472,565.76

Schedule: Alternate 3
Description: CP 2017-21 VMCCGolf Course Parking Lots - Golf Course Parking Lot

Item No.	MNDOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.601	MOBILIZATION - PARKING LOTS	LUMP SUM	0.40	0.40	\$ 50,000.00	\$ 20,000.00	\$ 20,000.00
2	2101.501	CLEARING	ACRE	0.10	0.10	\$ 1,100.00	\$ 110.00	\$ 110.00
3	2101.502	CLEARING	TREE	2.00	2.00	\$ 105.00	\$ 210.00	\$ 210.00
4	2101.506	GRUBBING	ACRE	0.10	0.10	\$ 1,050.00	\$ 105.00	\$ 105.00
5	2101.507	GRUBBING	TREE	2.00	2.00	\$ 105.00	\$ 210.00	\$ 210.00
6	2104.501	REMOVE PIPE CURBS	LIN FT	81.00	81.00	\$ 13.00	\$ 1,053.00	\$ 1,053.00
7	2104.501	REMOVE CURB & GUTTER	LIN FT	114.00	94.20	\$ 7.00	\$ 7,980.00	\$ 6,594.00
8	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	11,000.00	10510.00	\$ 2.00	\$ 22,000.00	\$ 21,020.00
9	2104.513	SAVING BIT PAVEMENT (FULL DEPTH)	LIN FT	35.00	35.00	\$ 2.00	\$ 70.00	\$ 70.00
10	2104.523	SALVAGE SIGN TYPE C	EACH	10.00	9.00	\$ 37.00	\$ 370.00	\$ 333.00
11	2104.602	SALVAGE LIGHT POLE AND FOUNDATION	EACH	1.00	1.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00
12	2105.501	COMMON EXCAVATION (P)	CU YD	1109.00	1230.00	\$ 16.00	\$ 17,744.00	\$ 19,680.00
13	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	50.00	12.50	\$ 60.00	\$ 3,000.00	\$ 750.00
14	2105.522	SELECT GRANULAR BORROW (CV) (P)	CU YD	50.00	0.00	\$ 60.00	\$ 3,000.00	\$ -
15	2122.604	SUBGRADE PREPARATION (P)	SQ YD	10200.00	10200.00	\$ 1.10	\$ 11,220.00	\$ 11,220.00
16	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	10.00	0.00	\$ 120.00	\$ 1,200.00	\$ -
17	2130.501	WATER	M GALLON	10.00	7.50	\$ 40.00	\$ 400.00	\$ 300.00
18	2211.501	AGGREGATE BASE CLASS 5	TON	200.00	751.86	\$ 35.00	\$ 7,000.00	\$ 26,315.10
19	2360.501	TYPE SP 12.5 WEAVING COURSE MIX (2C)	TON	1050.00	1037.97	\$ 56.00	\$ 58,600.00	\$ 58,126.32
20	2360.502	TYPE SP 12.5 NON WEAVING COURSE MIX (2C)	TON	1300.00	1212.48	\$ 56.00	\$ 72,800.00	\$ 67,898.88
21	2501.602	15" RC PIPE APRON AND TRASH GUARD	EACH	1.00	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
22	2501.602	15" RC PIPE APRON AND TRASH GUARD (PILING)	EACH	1.00	0.00	\$ 1,000.00	\$ 4,500.00	\$ -
23	2501.602	18" RC PIPE APRON AND TRASH GUARD	EACH	1.00	1.00	\$ 4,700.00	\$ 4,700.00	\$ 4,700.00
24	2501.602	18" RC PIPE APRON AND TRASH GUARD (PILING)	EACH	1.00	1.00	\$ 38.00	\$ 4,180.00	\$ 4,180.00
25	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	110.00	110.00	\$ 40.00	\$ 4,400.00	\$ 4,400.00
26	2503.541	18" RC PIPE SEWER DES 3006 CL V	LIN FT	121.00	121.00	\$ 3.90	\$ 4,810.00	\$ 4,810.00
27	2505.502	CONSTRAINMENT STRUCTURE DES 48-4020	EACH	3.00	3.00	\$ 3,900.00	\$ 11,700.00	\$ 11,700.00
28	2505.502	CONSTRAINMENT STRUCTURE DES 72-4020	EACH	2.00	2.00	\$ 5,500.00	\$ 11,000.00	\$ 11,000.00
29	2506.502	OUTLET CONTROL STRUCTURE	EACH	1.00	1.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
30	2506.502	FURNISH & INSTALL S&L BAFFLE	EACH	1.00	1.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
31	2506.602	CONSTRAINMENT STRUCTURE DES G	EACH	1.00	1.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
32	2511.501	RANDOM RIPRAP CLASS III	CU YD	11.00	11.00	\$ 120.00	\$ 1,320.00	\$ 1,320.00
33	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	46.00	33.30	\$ 2.50	\$ 115.00	\$ 83.25
34	2531.603	CONCRETE CURB AND GUTTER DESIGN B612 (HAND POUR)	LIN FT	840.00	807.00	\$ 20.00	\$ 16,800.00	\$ 16,140.00
35	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	50.00	74.00	\$ 23.00	\$ 1,702.00	\$ 1,702.00
36	2545.602	INSTALL LIGHT POLE AND FOUNDATION	EACH	1.00	0.00	\$ 3,600.00	\$ 3,600.00	\$ -
37	2563.601	TRAFFIC CONTROL - PARKING LOTS	LUMP SUM	0.50	0.50	\$ 1,600.00	\$ 800.00	\$ 800.00
38	2564.531	SIGN PANELS TYPE C	SQ FT	11.00	6.00	\$ 70.00	\$ 770.00	\$ 720.00
39	2564.537	INSTALL SIGN TYPE C	EACH	5.00	10.00	\$ 80.00	\$ 800.00	\$ 800.00
40	2571.505	DECIDUOUS SHRUB NO 2 CONT	SHRUB	10.00	10.00	\$ 100.00	\$ 300.00	\$ 300.00
41	2571.505	DECIDUOUS SHRUB NO 5 CONT	SHRUB	3.00	3.00	\$ 100.00	\$ 300.00	\$ 300.00
42	2571.507	ORNAMENTAL GRASS NO 1 CONT	PLANT	120.00	120.00	\$ 23.00	\$ 2,760.00	\$ 2,760.00
43	2573.502	SILT FENCE TYPE F13	LIN FT	300.00	225.00	\$ 2.00	\$ 600.00	\$ 450.00
44	2573.530	STORM DRAIN INLET PROTECTION	EACH	4.00	4.00	\$ 150.00	\$ 600.00	\$ 600.00
45	2573.601	STABILIZED CONSTRUCTION EXITS - PARKING LOTS	LUMP SUM	0.50	0.00	\$ 3,000.00	\$ 1,500.00	\$ -
46	2574.525	FILTER TOPSOIL BED ROW	CU YD	150.00	271.00	\$ 37.00	\$ 5,550.00	\$ 10,027.00
47	2575.511	MULCH MATERIAL TYPE 1	TON	1.60	1.60	\$ 265.00	\$ 424.00	\$ 424.00
48	2575.604	EROSION STABILIZATION MAT - SHORELAX	SQ YD	9.00	6.67	\$ 16.00	\$ 144.00	\$ 106.72
49	2575.604	EROSION STABILIZATION MAT - ENKAMAT	SQ YD	37.00	0.00	\$ 12.00	\$ 44.00	\$ -
50	2575.605	SEED MIXTURE 25-1-31	ACRE	0.40	0.40	\$ 1,700.00	\$ 680.00	\$ 680.00
51	2575.605	SEED MIXTURE 33-31	ACRE	0.20	0.20	\$ 2,000.00	\$ 400.00	\$ 400.00
52	2575.605	SEED MIXTURE TYPE FINE FESCUE	ACRE	0.20	0.20	\$ 1,600.00	\$ 320.00	\$ 320.00
53	2575.606	HYDRAULIC SOIL STABILIZER TYPE SPECIAL	POUND	2800.00	2800.00	\$ 1.15	\$ 3,220.00	\$ 3,220.00
54	2582.501	PAVING MSGC PAINT	SQ FT	60.00	72.13	\$ 6.00	\$ 360.00	\$ 432.78
55	2582.502	4" SOLID PAINT	LIN FT	4750.00	4997.00	\$ 0.55	\$ 2,612.50	\$ 2,742.85
Alternate 3 Subtotal:							\$ 331,661.50	\$ 337,313.90

COST SUMMARY

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

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
Alternate 2	CP 2017-21 VMCC/Golf Course Parking Lots - VMCC Parking Lot and Trail	\$ 413,566.25	\$ 472,565.76
Alternate 3	CP 2017-21 VMCC/Golf Course Parking Lots - Golf Course Parking Lot	\$ 331,561.50	\$ 337,313.90

Change Order No. 5
Change Order No. 6
Change Order No. 8

Total Base Cost	\$ 745,227.75	\$ 809,879.66
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\$ 21,348.80	\$ 21,348.80
\$ 47,778.84	Included in Alternates 2
\$ 16,873.07	and 3

Total Contract Amount	\$ 831,228.46	\$ 831,228.46
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Contract Work Completed To Date	\$ 41,561.43	\$ 41,561.43
Retainage 5.00%	\$ 769,752.97	\$ 769,752.97
Previous Payments	\$ 19,914.06	\$ 19,914.06

Amount Due This Partial Payment #12

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Plans and Specifications and Order Bids for the HVAC Improvements in the Lap Pool at the VMCC/Grove

Meeting Date: June 24, 2019
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Todd Fredrickson

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the plans and specifications and order bids for the replacement of the HVAC unit that serves the lap pool at the VMCC/Grove. The project is funded by the VMCC/Grove Capital Improvement Budget. The estimated cost is \$350,000.

SUMMARY

The HVAC unit that serves the lap pool needs to be replaced due to the corrosive environment it operates in. The City hired M & E Engineering to help develop a set of plans and specifications for the project for bidding purposes. The unit is difficult to replace as it will need to be taken apart within the room it is located and craned out of the building. Conversely, the new unit will arrive in pieces, craned into the building and assembled in the same space. The unit will take 6 months to construct off site, disassembled and ship to Inver Grove Heights and would be installed in February/March 2020 over a 4-week period in which the pool will be closed.

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

**ADVERTISEMENT FOR BIDS
LAP POOL AIR HANDLING UNIT REPLACEMENT PROJECT**

NOTICE IS HEREBY GIVEN that sealed bids will be received, publicly opened, and read aloud by representatives of the City Council of Inver Grove Heights, Dakota County, MN at the City Hall located at 8150 Barbara Avenue on **July 15, 2019** at 9:00 a.m. Qualified Bid Contractor selected will be notified by on **July 16, 2019** for inclusion in the agenda for **Council Approval on July 24, 2019**. Furnishing all work and materials for the project will include but not be limited to, the following work:

Demolition of existing air handler, removal and disposal. Install new air handler, clean up area and staging area. Substantial ductwork to remain. Automated controls and installation of such controls is not a part of this project.

The provisions of Minn Stat. 16C.285 Responsible Contractor are imposed as a requirement of this contract. All bidders and persons or companies providing a response/submission to the Advertisement for Bids/RFP of the City shall comply with the provisions of the statute.

Bids must be submitted on the proposal forms provided in accordance with Plans and Specifications, dated June 18, 2119, prepared by M & E Engineering, Inc (City Consultant) which are on file and may be examined at the office of M & E, 3352 Sherman Court, Suite #104, Eagan, MN 55121.

Copies of the Plans and Specifications may be purchased at the office of M & E Engineering, Inc. for a nonrefundable price of \$25.00 per set. Courier or deliver charges are at the contractor's expense. Please provide a minimum of 30 minutes notice prior to picking up documents to allow time for printing. Pick up time is between 8:00 a.m. and 11:00 a.m. on July 1, 2019. Please make your check payable to M & E. Plans and Specifications, so purchased, become property of the purchaser, and no portion of the purchase price will be refunded. Mandatory walk through of the project is at 9:00 a.m. on July 8, 2019 at Veterans Memorial Community Center in Inver Grove Heights, MN, at 8055 Barbara Avenue.

Air handler unit build time will be 6 months.

Work on this project to begin on or After February 27, 2020 and must be substantially complete by March 27, 2020.

A Bid must be accompanied by Bid Security made payable to City of Inver Grove Heights in an amount of 5% of Bidder's maximum price and in the form of certified check, bank money order, or a Bid bond, as a guarantee that the bidder will, within fifteen (15) days after the award of contract, enter into an agreement with the City and furnish a bond for the full amount of the contract as provided by law. This deposit will be subject to forfeiture as provided by law.

Certified checks, and bidder's bonds of the three lowest qualified bidders may be retained until the contract has been awarded and executed, but no longer than 90 days from the date of the opening bids.

The City Reserves the right to reject any and all bids, to wave any informality therein, and to adjourn the meeting to a later date for the purpose of further consideration of the bids and taking action thereon. No bid may be withdrawn within 90 days after the date of opening of bids.

The City Council will consider award of contract at their regular meeting held at City Hall on Monday, June 24, 2019 at 7:00 p.m. in the Council Chambers at 8150 Barbara Avenue.

Joe Lynch, City Administrator

Publish: Southwest Review on June 23 and June 30, 2019

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Proposal from HKGI for South Valley Park Master Plan Design Services

Meeting Date: June 24, 2019
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Brian Swoboda
 Julie Dorshak
 Al Vandehoef

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Recommend hiring HKGI in an amount of \$30,000 to develop concept plans for South Valley Park which will allow the City to apply for a MN DNR Outdoor Recreation Grant. Funding for the work is recommended from the Park Capital Replacement Fund (Fund 444). The Park and Recreation Commission is recommending approval 8-0-1.

SUMMARY

North and South Valley Parks represent approximately 150 acres of park open space in the center of Inver Grove Heights. The two parks are divided by 70th Street (County Rd. 26) but are connected through a tunnel underneath the roadway. Many of the amenities in the park are coming to the end of their useful life and will need to be replaced. Park assets include:

	Year Installed	Anticipated Useful Life	End Of Useful Life	Estimated Replacement Investment
North Valley Park				
Parking Lot	1995	20	2015	\$125,000
Tennis Courts	1990	20	2010	\$160,000
South Valley Park				
Parking Lot	1993	20	2013	\$100,000
Picnic Shelter	1980	30	2010	\$125,000
Recreation Building	1980	40	2020	\$275,000
Playground Equipment	1990	15	2015	\$100,000
Total				\$885,000

In addition, North/South Valley Parks have approximately 8,000 lineal feet of paved, bituminous trail and an 18-hole Disc Golf Course, ball-fields, sliding hill, picnic tables, benches, etc.

The City has updated and adopted the Master Plan for North/South Valley Parks (see attached plan). In 2019 we are completing a first phase of the master plan by constructing pickleball courts in North Valley Park.

To continue to move the park improvement planning forward, it will be necessary to develop conceptual plans for the South Valley parking lot, shelter/building and playground.

In general, the scope of work HKGI will assist the city with would include:

- Concept plans for playground, building/shelter, parking
- Initial cost estimating

- Site plan refinement
- Documents with enough detail to allow the City to apply for the 2020 MN DNR Outdoor Recreation Grant

Staff is recommending the City submit a grant request for the 2020 MN DNR Outdoor Recreation Grant in the amount of \$250,000 to help with the next round of improvements. To do so we need to develop concept level plans for the improvements we would want funded by the grant.

HKGI Proposal



Creating Places that Enrich People's Lives

May 17, 2019

Brian Swoboda
City of Inver Grove Heights
Parks Superintendent
8055 Barbara Avenue
Inver Grove Heights, MN 55077

Re: South Valley Park Concept Design

Dear Brian:

HKGi is pleased to provide the City of Inver Grove Heights with this proposal to provide professional design services toward the renovation of South Valley Park and to continue to support the evolution of Inver Grove Heights' park system. The purpose of this project is to provide a high quality, destination for passive recreation and community gathering, within the context of a park already rich with natural and scenic value.

The recent completion of an Active Living Master Plan identified a number of potential improvements to address existing park uses, such as updating and expanding the existing picnic shelter, replacing the current playground, expanding parking for events, converting a ball field to multi-purpose lawn, as well as adding trail segments and wayfinding to improve circulation. The Active Living Master Plan also identified new opportunities for recreation throughout the park including an archery range, community garden, performance area and a lookout tower for wildlife viewing.

The City of Inver Grove Heights intends to pursue grant funding in 2020 to provide a significant portion of the funding to construct the planned park improvements. This proposal is structured to provide the City with concept-level design, cost estimates and deliverables that will define a community supported design for the park improvements and will also be used specifically for grant-writing and related fundraising activities.

The proposed design process will involve engaging City staff in regular check-in meetings, as well as engaging with an Advisory Committee who will be charged with reviewing and assessing site and building design alternatives for the park. A number of methods will be employed for gathering broad community feedback including an interactive web-based mapping tool, hosting open houses and/or pop-up meetings in-person at North and South Valley Parks. This feedback, along with the guidance of staff and the Advisory Committee, will be used to develop the creation of a final preferred site and building concept. Along the way, high quality graphics and 3D renderings will be created to communicate design ideas and alternatives. Following the development of a preferred park design, the project team will create wayfinding, signage, and site furnishings recommendations, as well as compile an initial cost estimate for construction. The final design package will include deliverables such as brochures, web-ready plan and perspective graphics, and a community engagement summary that will support fundraising activities.

Project Team

HKGi will lead the design team and be the prime consultant on the project. HKGi has more than 20 years of planning, design, and construction administration experience for parks, athletic facilities, and public spaces around the region. Our staff will lead the site design, project communications, and project management of the project and will coordinate and integrate the work of the Architect.

Oertel Architects will provide architectural design expertise focused on the building components of the site, such as the picnic shelter and a potential lookout tower. Oertel has a great portfolio of park facility design and expertise. Oertel and HKGi have teamed in the past on projects including the renovation of Andrews Park in Champlin and an ongoing project at Gleason Fields in Maple Grove, both of which included similar program elements as the North and South Valley Parks Renovation project.

Proposed Scope of Work

Task 1 – Organize the Effort

The project team will work collaboratively with City staff to understand the program and facility needs for North and South Valley Parks, to update the Master Plan Diagram, which will be used as a launch point for developing concept designs. A community engagement strategy will be determined during this phase, and essential dates for open houses, pop-up events, and launch dates for online community engagement will be determined. Site information will be gathered, in the form of GIS files and available as-built drawings, to understand locations of utilities, topography and slope analysis, easements, canopy cover, and other influential site components. The project team will meet with staff to review existing site information and the community engagement strategy and conduct an initial site visit. The project team will facilitate the first Advisory Committee Meeting, which will involve the sharing of initial ideas, issues and opportunities. An online engagement tool will be developed during this task, which will be used to solicit public feedback during Task 2. Subtasks include:

- Update Master Plan Diagram
- Gather site information
- Develop community engagement strategy
- City staff meeting and site visit
- Advisory Committee Meeting #1
- Development of online engagement tool

Task 2 – Concept Development

The project team will work collaboratively with staff to develop site and building programming and related conceptual design for the project. During the first phase of design, the project team will develop 2-3 site and building concepts, which will be primarily driven by the location, size, orientation, and style of a new picnic shelter, playground, and expansion of the parking lot in South Valley Park. Other site features will be included in the site concept design options. A 3D model will be created alongside plan drawings to further understand and share design intent. An initial review of the site concepts will be conducted with staff, as well as with the Advisory Committee during the second meeting. The concept designs will be revised and presented publicly, through a combination of in-person and web-based methods. The online engagement tool will be launched, and the project team will assist City staff with messaging and outreach for the engagement effort. The goal of this task is to create and present a variety of contrasting options for the

park site design, with the intention of gathering feedback which will contribute towards the development of the preferred concept. Subtasks include:

- Develop 2-3 site and building concept options
- Develop 3D model and renderings
- Present site concept options to Park staff
- Present site concept options to Advisory Committee
- Gather community input on concept options
- Launch and monitor online engagement

Task 3 – Preferred Concept Design

Combined with the input gathered from staff and the Advisory Committee and the public input gathered through community engagement during Task 2, the project team will develop and refine a preferred design in plan and accompanying perspective or section views. With the preferred design, the project team will then develop general design recommendations for wayfinding, signage, and site furnishings throughout the park. An initial cost estimate will be created, which will reflect the construction costs associated with the implementation of the full design. The project team will work collaboratively with staff to review the preferred site and building design and cost estimate prior to presentation to the Advisory Committee. Feedback gathered from the Advisory Committee will help the project team to refine materials for presentation of the final concept design to the community, via in-person or web-based methods. A final design package will be created and presented to staff, and will include materials such as a project brochure, web-ready graphics, and a community engagement summary, all of which will be formatted and designed for future fundraising and grant writing. Subtasks include:

- Develop a preferred site and building design
- Refine 3D renderings and perspective views
- Develop wayfinding, signage, and site furnishings design recommendations
- Develop initial cost estimate
- City staff meeting to review preferred design
- Advisory Committee Meeting to review preferred design
- Present preferred design to the community
- Develop final design package
- *Optional: Conceptual Design for the lookout tower*
- *Optional: Presentation to Council/Commissions*

Project Schedule

It is anticipated that the above described scope of work can be completed in the following general timeframe beginning as early as July 2019:

Task 1 – Organize the Effort	4 weeks
Task 2 – Concept Development	6-8 weeks
Task 3 – Preferred Concept Design	6-8 weeks

The project is targeted to be completed by the end of 2019, with the understanding that the City of Inver Grove Heights, (potentially in collaboration with Dakota County) will pursue grant funding for

implementation of the preferred concept design during the spring of 2020.

Professional Fees

The HKGi team proposes to conduct the work outlined above for the following fee:

Task 1 – Organize the Effort	\$4,500
Task 2 – Concept Alternatives	\$12,500
Task 3 – Preferred Concept Design	\$12,000
Expenses	<u>\$1,000</u>
Total Base Fee Proposed	\$30,000
 <i>Optional: Conceptual design alternatives for the lookout tower</i>	 \$3,200
<i>Optional: Presentation to Council/Commissions</i>	<i>hourly as needed</i>

*Additional meetings or presentations would be billed hourly in addition to the base scope of work – if requested by the City.

City of Inver Grove Heights Responsibilities

- Coordinate/appoint members to the Advisory Committee
- Schedule and coordinate meetings with the City staff, and Advisory Committee
- Provide GIS and project data that may be readily available
- Provide applicable and readily available information related to infrastructure improvements and related as-builts, concurrent or future projects, and funding sources

Attachments

We have included project examples to demonstrate successful examples of projects relevant to the scope of this project. These include:

- Andrews Park (Champlin, MN)
- Lake Ann Park Improvements (Chanhassen, MN)
- River’s Edge Concert Venue (Elk River)

We are excited at the opportunity to contribute to the renovation and evolution of South Valley Park. Please contact me you have any questions or need additional information.

Sincerely,



Paul Paige
President, HKGi

Andrews Park Master Plan

Champlin, Minnesota



The master plan focuses on addressing increased program needs and higher quality facilities.

Clyde Andrews Park is a popular 44-acre community park that provides a hub for community events and activities with a broad mix of active fields, picnic facilities, playgrounds, tennis, and an extensive walking and biking trail network. The existing building facilities and a portion of the site infrastructure no longer met increased program needs, prompting the City to hire HKGi to lead a design team on creating a park master plan to better match improvement priorities with projected funding.

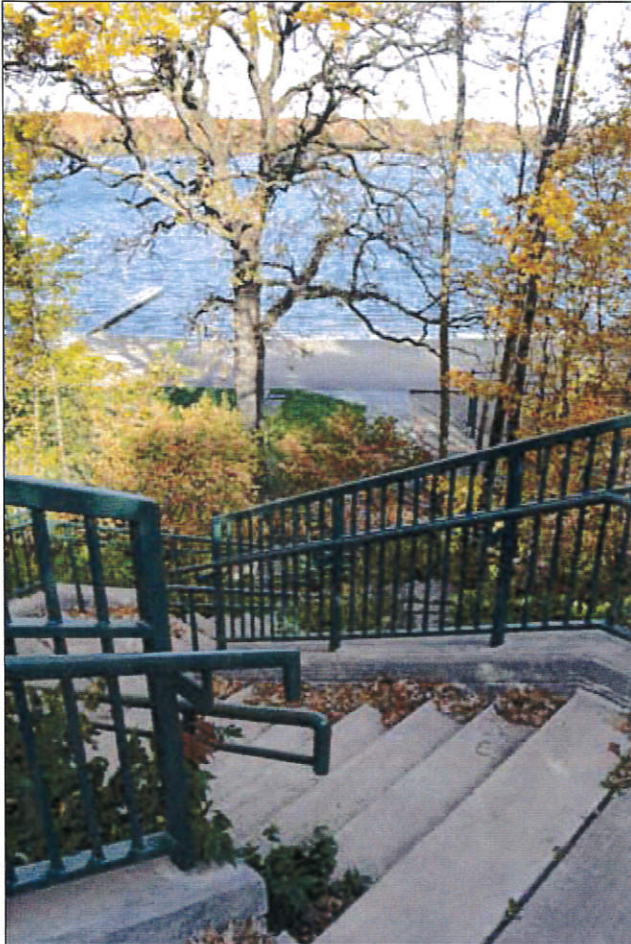
HKGi and Oertel Architects collaborated with City staff to develop several concept scenarios for evaluation. The final master plan concept included a new splash pad at the heart of the park, a new concessions building with ADA restroom facilities, a new community-scale picnic shelter, renovation of the existing program/storage building, improved and expanded parking areas, and an improved trail system.

HKGi and Oertel Architects conducted final design of the improvements, including detailed cost estimates to ensure the plan ideas fit within the capital planning priorities of the City. After assisting City staff in securing \$220,000 from the Hennepin County Youth Sports Grant to fund the improvements, HKGi and Oertel Architects assisted the City during the bidding process and helped the City administer the construction process.



Lake Ann Park Improvements

Chanhassen, Minnesota



Hoisington Koepler Group and its principals have been Chanhassen's park planners since 1977, having worked on a variety of park improvement and construction plans and projects. One of many projects completed for the City includes park improvements to Lake Ann Park, a 102-acre community park that is one of the city's most popular parks. Since 2008 HKGi has planned, designed, and administered construction for improvements such as a lakeside staircase, monument entry signage, trail extensions, site design for a new concessions facility, and a maintenance buffer layout and planting plan.

The monument entry sign was designed for durability and ease of maintenance and has served as the model for monument signage at other community parks around the city. The staircase improvement project involved a significant grade change through a wooded area, which required a significant level of detail and construction administration oversight.

HKGi's landscape architects also conducted an evaluation of the Aquatic Invasive Species Best Management Practices being used at Lake Ann Park. More than 3,000 inspections were examined, from Lake Ann and two other lakes in Chanhassen, and then HKGi worked with the City to identify improvements that could be made at the park based on this evaluation.

References

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River's Edge Commons

Elk River, Minnesota



River's Edge Commons Park, located in the heart of downtown Elk River, Minnesota, connects Main Street to the adjacent Mississippi River. Taking advantage of the river's natural ability to attract people, the park has given the community a popular gathering space and has provided a significant economic boost to the downtown business district since opening in 2007.

HKGi completed all stages of the project, from schematic design through construction administration for both phases 1 and 2. Phase 1 design incorporates an overlook plaza with shade trees and a popular in-grade fountain feature at the street level, a grand staircase with a terraced stone amphitheatre on the hillside, and a performance area with pavilion on the bank of the Mississippi River. Its popularity inspired the City to retain HKGi to lead the design and construction administration for a Phase 2 expansion. Highlights of the expansion include a meandering waterfall that doubles as a stormwater treatment feature; expanded limestone seating; an enlarged stage; a new river landing; and a restored riverbank planted with native prairie species.



Click the icon/photo to see our River's Edge video, or visit HKGI MN on YouTube.

The park's natural amphitheater provides an outstanding venue for performances and for views of the Mississippi River.



ASLA, Minnesota Chapter
Merit Award, 2013



Minnesota Recreation and
Park Association
Award of Excellence, 2009



NORTH/SOUTH VALLEY PARK MASTER PLAN



INVER GROVE HEIGHTS

**NORTH AND SOUTH
VALLEY PARKS
ACTIVE LIVING
MASTER PLAN**

DRAFT JANUARY 2018

ACKNOWLEDGEMENTS

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This project was supported by the Statewide Health Improvement Partnership (SHIP), Minnesota Department of Health, and Dakota County Public Health Department, in partnership with the City of Inver Grove Heights.



THIS PLAN WAS ADOPTED ON _____ BY THE INVER GROVE HEIGHTS CITY COUNCIL

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Chapter 1

PLAN + PROCESS

Centrally located within the City of Inver Grove Heights, North and South Valley Parks are known for scenic views, winding trails, abundant wildlife, and a world-class disc golf course. Along with ball fields, picnic facilities, and tennis courts, these two parks are connected via a pedestrian tunnel for a combined area of 151 acres.

These parks have been essential to providing recreation and access to natural areas for Inver Grove Heights residents for many years. As development has grown in adjacent areas, North and South Valley Parks remain a beautiful and well-loved asset for the community.

This plan and planning process acknowledges that while these parks are successful today, there are future upgrades, improvements, or modifications that can help the parks to meet some of the changing needs and desires of the community.

PURPOSE OF PLAN

This Master Plan is intended to guide future decisions and investments for North and South Valley Parks, with the expressed interest in expanding the role of the parks to include an Active Living component. The City of Inver Grove Heights Parks and Recreation Department, in partnership with Dakota County, State Health Improvement Partnership (SHIP) and the Minnesota Department of Health (MDH), has developed this master plan through a pilot design process intended to inform future master plans for other parks within Inver Grove Heights.

Near-term actions have been identified and prioritized, in combination with long-term considerations. Together, these recommendations provide a road-map for the City and partners to continue to work together to meet the changing needs of the community.

The following are specific project outcomes that were identified by the supporting agencies and the City of Inver Grove Heights:

- » Address park design and program to improve active living opportunities and healthy food access
- » Address walking and bicycling connectivity between North and South Valley Parks and nearby community destinations such as:
 - Inver Grove Heights Middle School
 - Simley Senior High School
 - Inver Glen Library,
 - Inver Hills Community College,
 - Highway 52 Trail and the Mississippi Regional Trail
 - Grocery stores along Cahill Avenue
 - CDA housing
 - Nearby residential neighborhoods
- » Address walking and bicycling connectivity along and across county roads such as 70th Street and 80th Street.
- » Create goals and/or policies that support Active Living and healthy food access in parks, to be included in the Inver Grove Heights 2040 Comprehensive Plan

ACTIVE LIVING

Today, there is little debate about the benefits to increasing physical activity and promoting healthy eating for people of all ages in our communities. Parks play a significant role in providing opportunities for people to enjoyably engage in healthier lifestyles.

Active Living is a way of life that integrates physical activity and healthy eating into daily routines. Depending on one's age or abilities, there are a variety of amounts of daily exercise recommended in order to lead a healthy lifestyle. There are many ways to engage in daily exercise, such as biking, walking or gardening. Daily physical exercise can be achieved without expensive gym memberships or rigorous workout routines designed for athletes. Active Living can be achieved through small changes in our lifestyles, and can contribute to increasing social interactions and our connections to nature.

Our ability to integrate Active Living into our daily lives and into our communities is heavily influenced by the following environmental factors:

- » A varied mix of land uses
 - Locating places where we live, work, study, shop, eat, and play near each other make walking and biking more convenient
- » Functional, inviting, and attractive parks
 - Providing places that are engaging and inviting encourages us to get outdoors and enjoy physical activity
- » Safe and comfortable access to parks and the outdoors
 - Providing places where people of all ages, abilities can safely and comfortably access parks is one of the most influential factors to Active Living in the community. This includes providing visible signage and safe road crossings for pedestrians.
- » Access to healthy foods
 - Providing places where people can access healthy, fresh, and affordable food is a serious consideration for Active Living. There are a number of ways that parks can provide access to healthy foods, such as serving as a drop-off point for CSAs (Community Supported Agriculture), and providing community garden plots.



Bike riding, community markets and festivals, dog walking and walking to school are all examples of Active Living principles in action

COMMUNITY ENGAGEMENT

The master plan process was developed to engage residents in how parks can be better designed to encourage Active Living. Community engagement was approached to reach a broad demographic within the community, particularly seeking input from SHIP priority populations:

- » Residents who are aged 60 or older
- » Children
- » People with low incomes
- » People experiencing health disparities

In order to reach as many people as possible, community engagement was performed over the course of a three month process, integrating information gathered from a variety of events and interactions. Ideas and comments were gathered, documented, and analyzed (see Chapter 2: Existing Conditions), and used to directly inform the goals, actions and considerations for the master plan (see Chapter 3: Master Plan).

The following community engagement activities were performed during the planning process:



Project team site visit

PROJECT TEAM SITE VISIT

The project team, consisting of Parks and Recreation Staff and the consultant team, gathered and toured South and North Valley Parks together early on in the planning process. This tour provided the consultant team with a foundational understanding of the existing inventory and condition of facilities and amenities, as well as an understanding of current maintenance and programming.

POP-UP MEETING

The purpose of a pop-up meeting is to gather input from park users while they are actively engaged in park activities. The project team hosted a pop-up meeting in South Valley Park early on in the planning process, and gathered input from nearby residents, parents and children at the playground, disc golfers, dog walkers, trail walkers, and people interested in contributing to the future of the parks.



Pop-Up Meeting in South Valley Park

WALK-AUDIT / SURVEY

A Walk-Audit is a way to host a focused conversation with a small group of stakeholders, on-site, to gather detailed information about accessibility, comfort, and safety within and around the parks. The project team hosted a Walk-Audit early on in the planning process. A number of Parks and Recreation Advisory Commission members attended, as well as the City Administrator and Parks and Recreation Staff. The audit consisted of a 1-mile walk through North and South Valley Parks, including the intersection of Cahill Avenue and 70th Street.

Participants were asked to complete a written walk-audit survey at the completion of the walk. These written surveys were also distributed at the Pop-Up meeting for residents to complete.



Walk Audit

EMAIL COMMENTS

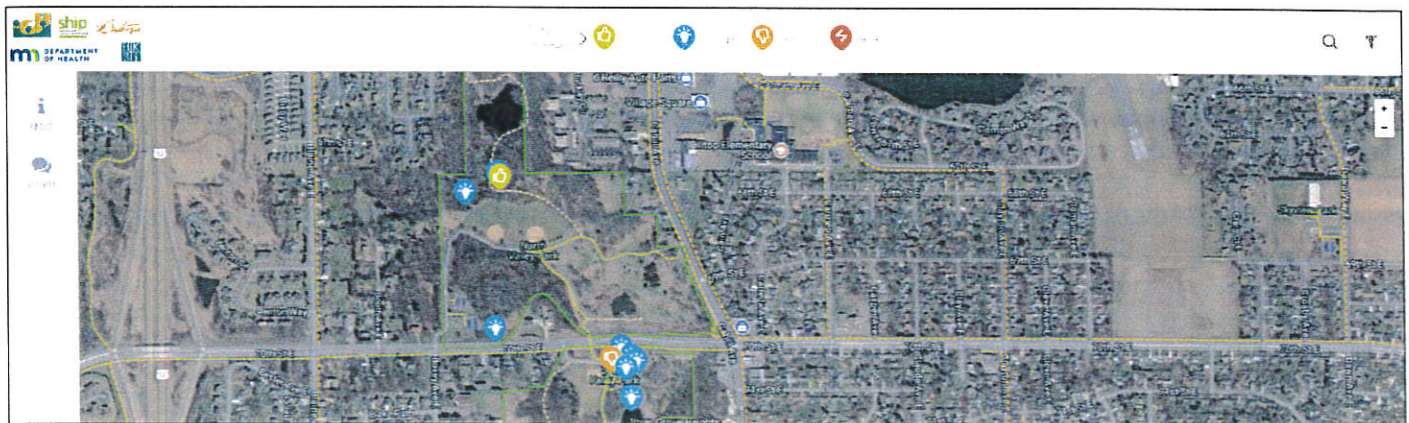
Over the course of the planning process, residents were encouraged to send any thoughts, ideas, or feedback regarding the future of North and South Valley Parks to the Director of Parks and Recreation. These email comments were gathered, processed, and taken into account for future recommendations.

SOCIAL PINPOINT

Social Pinpoint is an interactive online mapping tool that is used to broadly gather input from the community. Residents were encouraged to visit the North and South Valley Parks Social Pinpoint site. Here, participants were invited to share their thoughts on ideas for improvements, as well as places where there are barriers to accessing the parks, and places where the parks are successful. Social Pinpoint participants can also view comments posted by other users and mark if they agree or disagree.

This tool was advertised by the Parks and Recreation Department through social media, as well as advertised at all other community engagement events. Over 100 people visited and provided comments on the social pinpoint site.

Survey Form



Social Pinpoint Web Tool

WORKSHOP WITH PARKS AND RECREATION COMMITTEE

After collecting a broad range of comments from the community, the Project Team hosted an evening workshop with the Parks and Recreation Committee along with Parks and Recreation Staff to review ideas and develop goals and future actions.

STAKEHOLDER CONVERSATIONS

While participation and engagement was robust at events and through online and survey for this project, an extra effort was put forth to ensure that the priority populations identified by SHIP were reached for community engagement. The Project Team contacted individuals at the following organizations and agencies and conducted in-person or phone interviews. These conversations contributed greatly to understanding the barriers and programmatic needs of older residents, people with disabilities, children, and residents with low incomes.

- » Physical Education instructors at Inver Grove Middle School and Simley High School
- » Program directors and coordinators at TriDistrict Community Education, specifically for Adults with Disabilities programming
- » Seniors involved at Veterans Memorial Community Center
- » Directors of Community Outreach and Programming at Neighbors, Inc., the primary food shelf serving Inver Grove Heights

LESSONS LEARNED

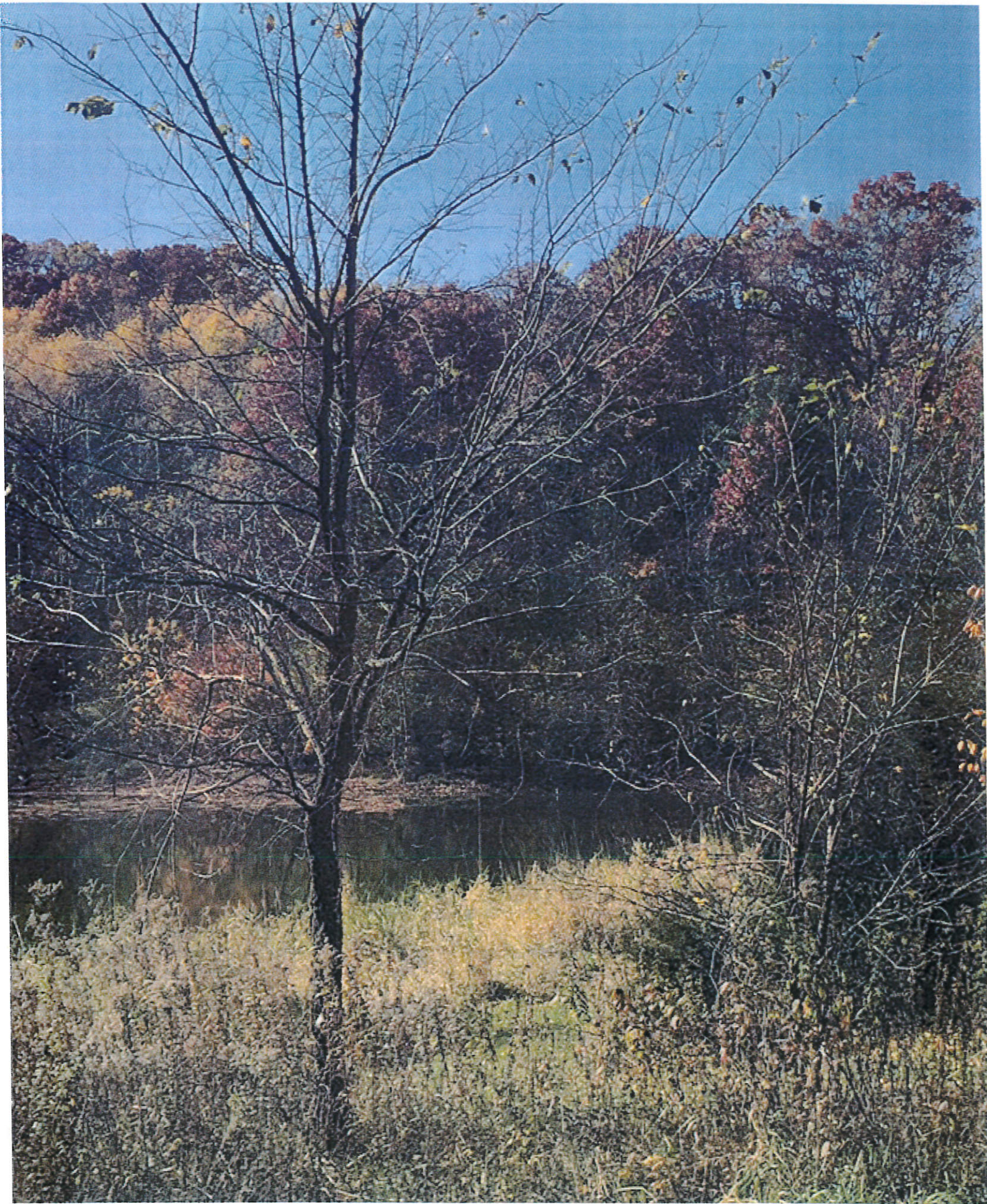
Evaluating the planning process is an important step in any project, especially when the intent is to re-create the process for future park planning in Inver Grove Heights. The following list details aspects of the planning process that worked well and proved successful, as well as what could be modified or improved for future park master plans in Inver Grove Heights.

WHAT WORKED WELL:

- » One-on-one stakeholder conversations served to provide qualitative insight for the barriers and challenges that vulnerable populations in Inver Grove Heights face regarding park usage, accessibility, food security, and overall programming
- » Social Pinpoint was successful in gathering and locating ideas from community members. This effort can be easily repeated or combined with a more in-depth web-based survey for future plans
- » On-site meetings, such as the Walk-Audit, Pop-Up meeting and initial site visit were essential to providing contextual information to the project team. Future planning efforts can build upon this by hosting more community meetings and events on-site during the planning process.

IDEAS FOR FUTURE PLANNING:

- » The timeline for completing community engagement was compressed to just a few months for information gathering. Future planning processes will benefit from having a longer information gathering period to allow for more events, as well as allowing the Project Team time to adapt to input received. An increased project timeline will also allow for hosting events and web-based efforts to get plan and recommendation feedback on a broader scale.
- » North and South Valley Parks are just two of 28 parks within the City Inver Grove Heights Parks and Recreation system. Goals, priorities, and actions within North and South Valley Parks effect investments for other parks and vice-versa. The process for creating future park-specific master plans would benefit from creating a system-wide master plan that examines existing and future facilities, programs, and structures for all parks within the city.
- » At the time of the planning process for North and South Valley Parks master plan, the community was experiencing slight survey-fatigue, as a result of other concurrent planning efforts, such as the 2040 Comprehensive Plan. The project team was encouraged to find other methods of information gathering to avoid a city-wide survey. However, future park planning efforts could benefit from creating a concise and specific web-based park survey to gather ideas and information.



Chapter 2

EXISTING CONDITIONS

ACTIVE LIVING IN INVER GROVE HEIGHTS

To begin addressing Active Living for North and South Valley Parks in Inver Grove Heights, it was necessary to look at existing contributing assets and influential factors for Active Living. Figure 2-1 shows the following features in Inver Grove Heights today:

- » Trails and sidewalk locations
- » Bikeways and regional trails
- » Parks
- » Recreation and community centers
- » Schools
- » Grocery stores
- » Other community destinations

Most of the community destinations that contribute to a community's level of Active Living in Inver Grove Heights exist within a half mile, (generally a 10-minute walk) of North and South Valley Parks, with the parks serving as a potential pedestrian and bicycle connection between a number of important destinations.

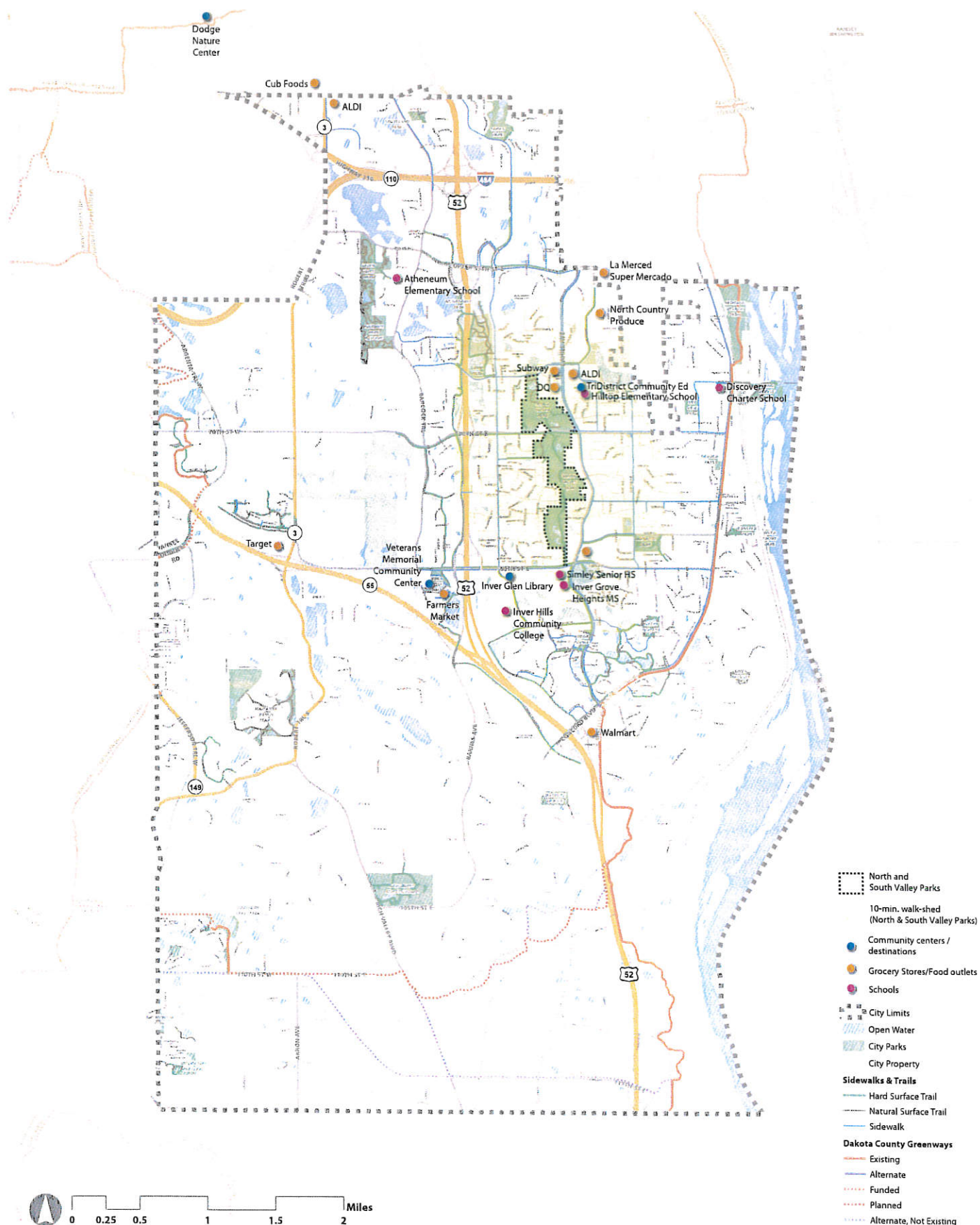


Figure 2-1 Active Living in Inver Grove Heights

COMPREHENSIVE PLAN SURVEY

This master plan was created in coordination with the Inver Grove Heights Comprehensive Plan 2040 Update. Early in the comprehensive plan process, a community-wide survey was distributed through a web-based platform as well as through a paper survey. Over 600 people participated in this survey, which laid the groundwork for understanding how people use and view the parks in Inver Grove Heights today, as well as some insight into how residents would like to see parks function in the future.



Figure 2-2 This word cloud was created from comments taken from the Comprehensive Plan Survey. Words that are found most often in comments appear largest in this diagram. Parks are one of the most often discussed issues in Inver Grove Heights today.

ISSUES AND OPPORTUNITIES

The following pages outline the issues and opportunities identified through site analysis and community input of North and South Valley Parks. During the initial site analysis and information gathering phase of the project, community input and ideas were categorized into five areas of focus:

- » Accessibility and Wayfinding to the Parks
- » Comfort and Safety within the Parks
- » Maintenance and Enforcement
- » Structures and Facilities
- » Programming

Within each area of focus, the following sections were created to help us understand where we are today:

- » Issues + Opportunities Analysis Map
 - A map that locates ideas and comments that were gathered during community engagement, as well as relevant site analysis
- » Overview of Existing Conditions
- » What We've Heard (and where we heard it from)
 - A log of comments, ideas, and observations related to issues and opportunities for North and South Valley Parks. This table helps us to understand what common ideas have been expressed during the planning process.
- » Photos
 - Images that help us to understand the existing conditions related to the area of focus

WHAT WE HEARD

Below there are results from the Comprehensive Plan survey that either relate to the master plan effort for North and South Valley Parks, or relate to Active Living in Inver Grove Heights:

- » 35% of participants think that improving recreation, parks, and trails will have the greatest impact for improving the quality of life in Inver Grove Heights
- » 61.7% of participants feel that the existing parks and recreational facilities offered by the City meet their needs; 67.6% feel that park and recreation programming meets their needs
- » The top three park amenities that participants would like to see more of are: trails, water facilities (pools or splash pads), and social gathering spaces (concert or picnic amenities)
- » 41.1% of participants regularly leave the city to visit parks and trails elsewhere; 19.3% of participants leave the city to use health clubs
- » 43.7% of participants do not believe that there are enough places to gather and socialize in the city; 46.6% of participants prefer to gather and socialize in parks
- » 46.7% of participants believe that the sidewalk and trail system should be expanded and improved

Figure 2-3 Issues and Opportunities for Access and Wayfinding

ACCESSIBILITY + WAYFINDING TO THE PARKS

EXISTING CONDITIONS

Accessibility and Wayfinding addresses the challenges and barriers that exist today that make it difficult for residents of Inver Grove Heights to reach North and South Valley Parks. For many people, the biggest barrier is not understanding where the park is located, and how one can enter the park. The steep topography of North and South Valley Parks is reflected in the namesake. People who pass by the parks on a regular basis may not be totally aware of the existence of the parks, as the grade drops significantly from the bordering streets and the heavily wooded areas along the edge of the park block views down into the valley.

For pedestrians and bicyclists, there are a number of existing trail entrances, most located along the east from Cahill Ave. There are few opportunities for pedestrians to cross Cahill Ave from the eastern neighborhoods. From the west side of North and South Valley Parks, there are a few more entrances for pedestrians and bicyclists. However, many of these entrances are inconspicuous and nearly hidden from sight.



Existing conditions at the intersections of 70th Street and Cahill Ave (Top), and 70th Street at North and South Valley Parks

WHAT WE'VE HEARD

Comment		Where did we hear this?						
What is Present?	What is missing? What could be improved?	Survey Forms	Social Pinpoint	Email Comments	Walk-audit	Pop-Up Park Meeting	Project Team Observations/ Staff Site Visit	Targeted Stakeholder Conversation
1. Access to the Park / Wayfinding	Trail along 70th Street is only on one side of the road (no access along north side of road) and could use upgrade/maintenance	x		x	x		x	
	Cahill Ave is difficult to cross; there are no pedestrian crossings between 70th and 80th Streets	x	x		x			
	Intersection at 70th Street and Cahill feels dangerous for pedestrians	x			x		x	
	It is difficult to see park entrances from 70th Street	x			x			x
	There are no crosswalks to North Valley Park (along 70th St.)	x			x			
	Public transit connections could be improved (currently the closest public transit stops are at Cahill Ave and 80th Street, and 80th Street and Boyd Ave at the south entrance to South Valley Park	x						x
	More wayfinding signage is needed to direct people to the park; difficult to tell there is a park because of topography	x			x			x
	Access to the park for walkers/joggers could be improved	x						
	Access to the park for people with disabilities could be improved	x		x				x
	Access to the park for bicyclists could be improved	x						
	The entryways are not visible or welcoming for people looking for the park	x						

Table 2-1. Community Comments on Access and Wayfinding

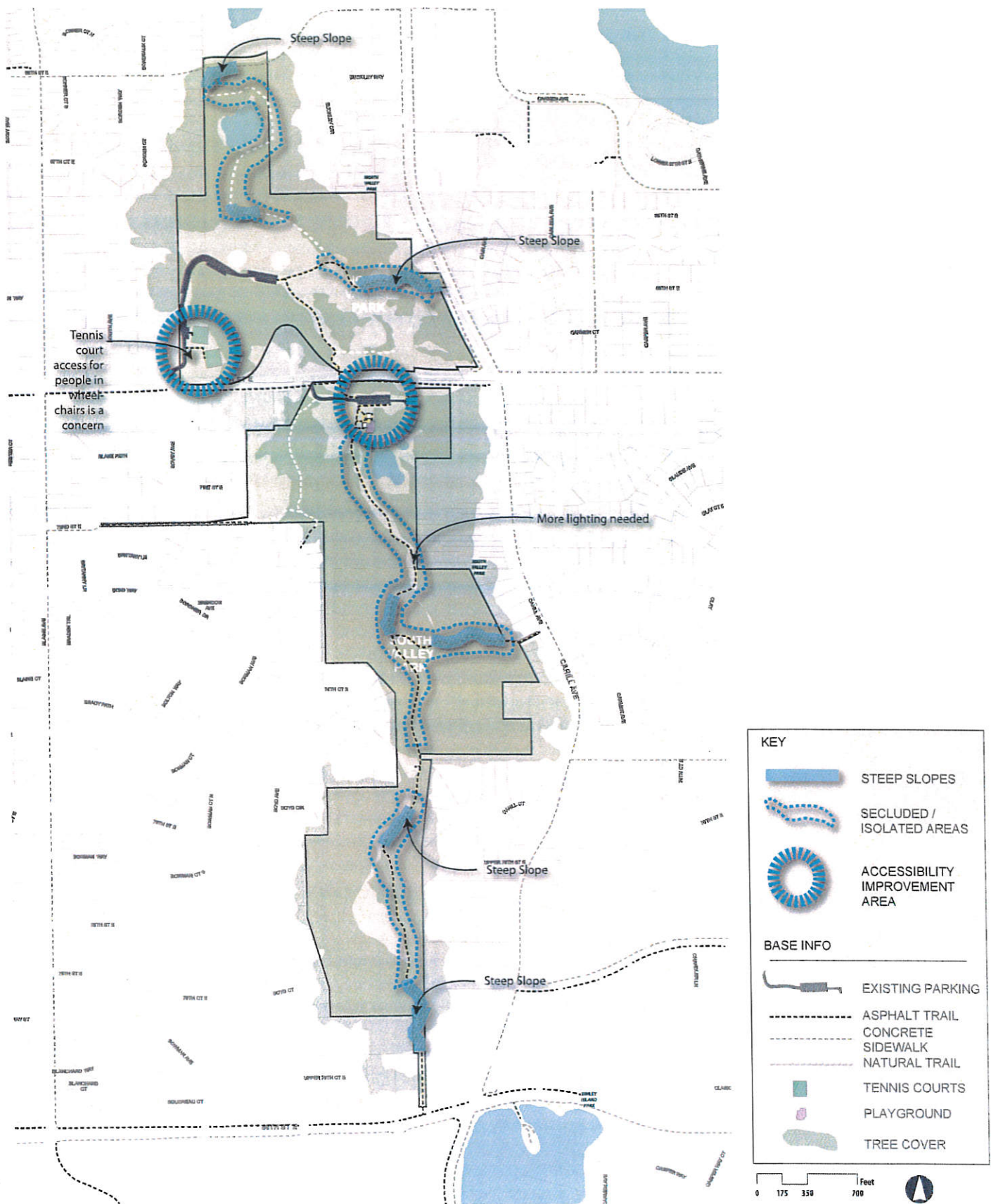


Figure 2-4 Issues and Opportunities for Accessibility, Comfort and Safety Within the Parks

COMFORT & SAFETY WITHIN THE PARKS

EXISTING CONDITIONS

Accessibility, Comfort, & Safety Within the Parks addresses the challenges and barriers that park users may experience within the bounds of North and South Valley Parks. Accessibility looks at the availability of parking, steepness of slopes of trails and walkways, and the ability for people of all ages and abilities to engage with the park facilities and enjoyment. Comfort is important for users of North and South Valley Parks, and is directly related to safety or the perception of safety within the parks. In North and South Valley Parks, there are a number of areas with steep slopes, due to the topography of the park areas. In general, most park users appreciate the natural beauty of the park and the serene, scenic views. However, these same characteristics can also contribute to a feeling of isolation for park users. Currently, there are only a few lights throughout the parks, and most people do not go to the parks after dark.



Trail in North Valley Park with a steep slope



Secluded area on the main paved trail in South Valley Park

WHAT WE'VE HEARD

Comment		Where did we hear this?						
What is Present?	What is missing? What could be improved?	Survey Forms	Social Pinpoint	Email Comments	Walk-audit	Pop-Up Park Meeting	Project Team Observations/ Staff Site Visit	Targeted Stakeholder Conversation
2. Accessibility/Comfort/Safety within the Park	Paved trails in North Valley Park, and South Valley Park have steep grades (SVP towards 80th Street, NVP connection to east/Cahill Ave)	x		x	x	x	x	x
	Walking paths for people with disabilities could be improved	x		x		x	x	x
	Portions of South Valley Park feel very secluded or isolated	x						
	More lighting along the trails is needed	x	x			x		
	More drinking fountains throughout the park would be preferable, especially on south end trails and at the playground/parking lot in SVP	x	x	x				
	Need more benches throughout the park, more places to sit in the shade	x						
	Request to keep N/S Valley Parks as natural as possible			x				
	New ADA accessible path near hole 16 is well-received				x			
	Soft or natural trails are popular	x						
	Need more 'soft' trails (not paved)			x				
	Tennis courts in NVP need to have locks/barriers removed to be ADA accessible							

Table 2-2 Community Comments on Accessibility, Comfort, and Safety within the Parks

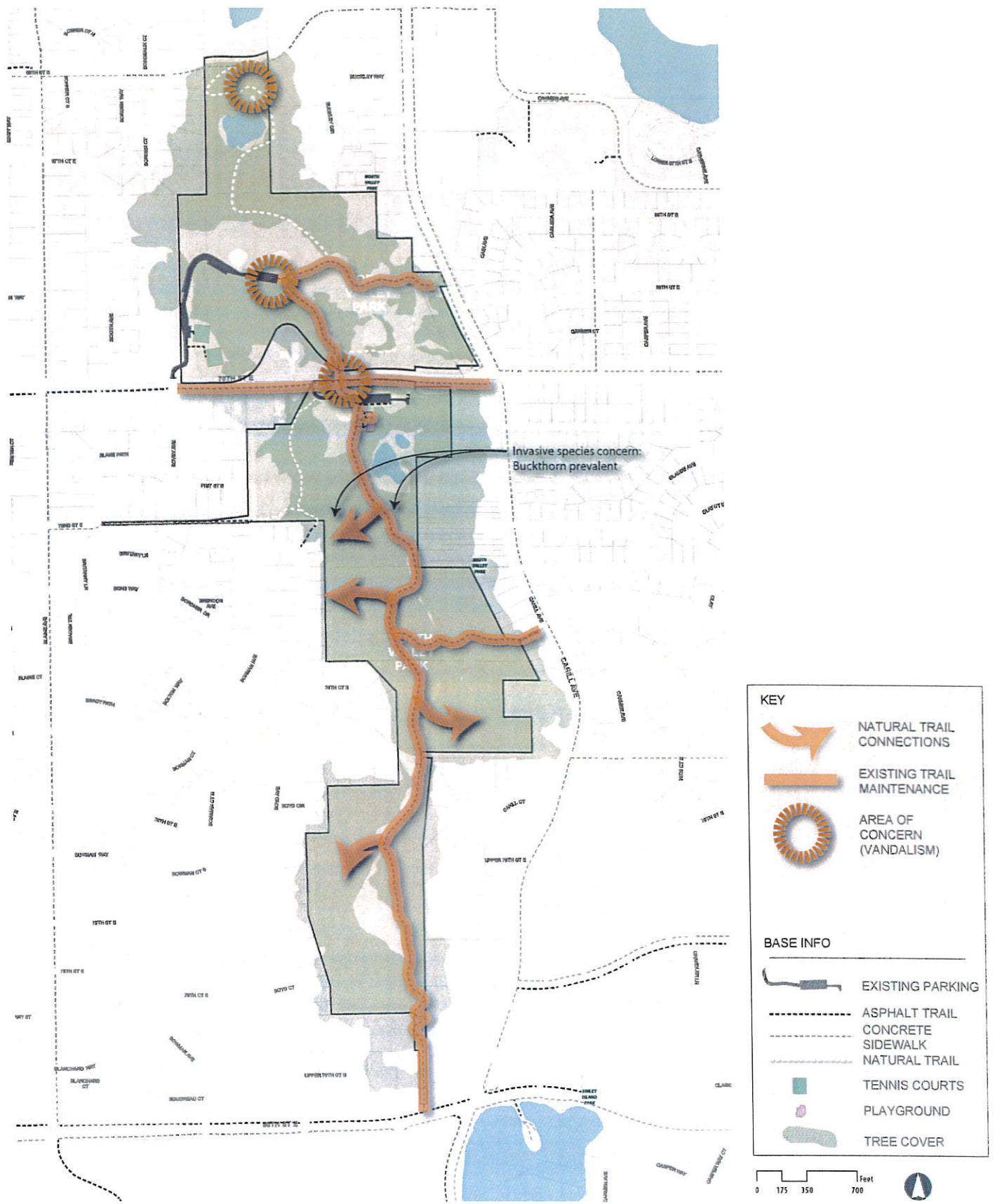


Figure 2-5 Issues and Opportunities for Maintenance and Enforcement

MAINTENANCE & ENFORCEMENT

EXISTING CONDITIONS

Regular maintenance is performed by the Parks and Recreation Department and includes dragging of ball field surfaces (1x/week in the summer), mowing turf lawn sections throughout, including along trails (1x/week), trash removal (3x/week). Additionally, an Adopt-A-Park program connects volunteers with North and South Valley Parks to assist with trash removal and light park maintenance. Additional maintenance throughout the park, such as repainting of the tunnel and tree or storm debris removal occurs on an as-needed basis. 'Natural' trails (unpaved) throughout South Valley Park have been created by neighbors and have been kept up informally.

Police presence in North and South Valley Parks is intermittent and is more frequent during events. Some areas within the parks, such as the pedestrian tunnel between North and South Valley Parks at 70th Street, are occasionally vandalized with graffiti.



The pedestrian tunnel under 70th Street between North and South Valley Parks after a fresh coat of paint

WHAT WE'VE HEARD

Comment		Where did we hear this?						
What is Present?	What is missing? What could be improved?	Survey Forms	Social Pinpoint	Email Comments	Walk-audit	Pop-Up Park Meeting	Project Team Observations/ Staff Site Visit	Targeted Stakeholder Conversation
3. Park Maintenance / Enforcement	Trails are not currently plowed in the wintertime; this would be great	x		x	x			
	More police presence is needed throughout the park	x				x		
	Graffiti/vandalism is a problem	x				x		
	Natural trails are created and maintained by individuals rather than Parks and Rec Dept.; natural trails should be maintained more frequently	x	x	x			x	
	Deer / animal management could be better					x		
	More open "natural" space is desired	x						
	Separate trash and recycling bins needed	x						
	Request for more invasive species removal, such as removing buckthorn			x				
	Native seeding / native planting areas / direct hardwood seeding is supported					x	x	
	Some ash trees have been removed, no signs of Emerald Ash Borer yet						x	
	More trash cans needed throughout the park, along trails	x	x					
	Some clarity needed regarding dog policy within NVP/SVP; too many off-leash dogs			x			x	
	In general, the parks are really well-maintained "IGH does a great job!"	x		x	x	x		
	All of the sports fields, courses, and courts are in great condition	x		x	x			

Table 2-3: Community Comments on Maintenance and Enforcement

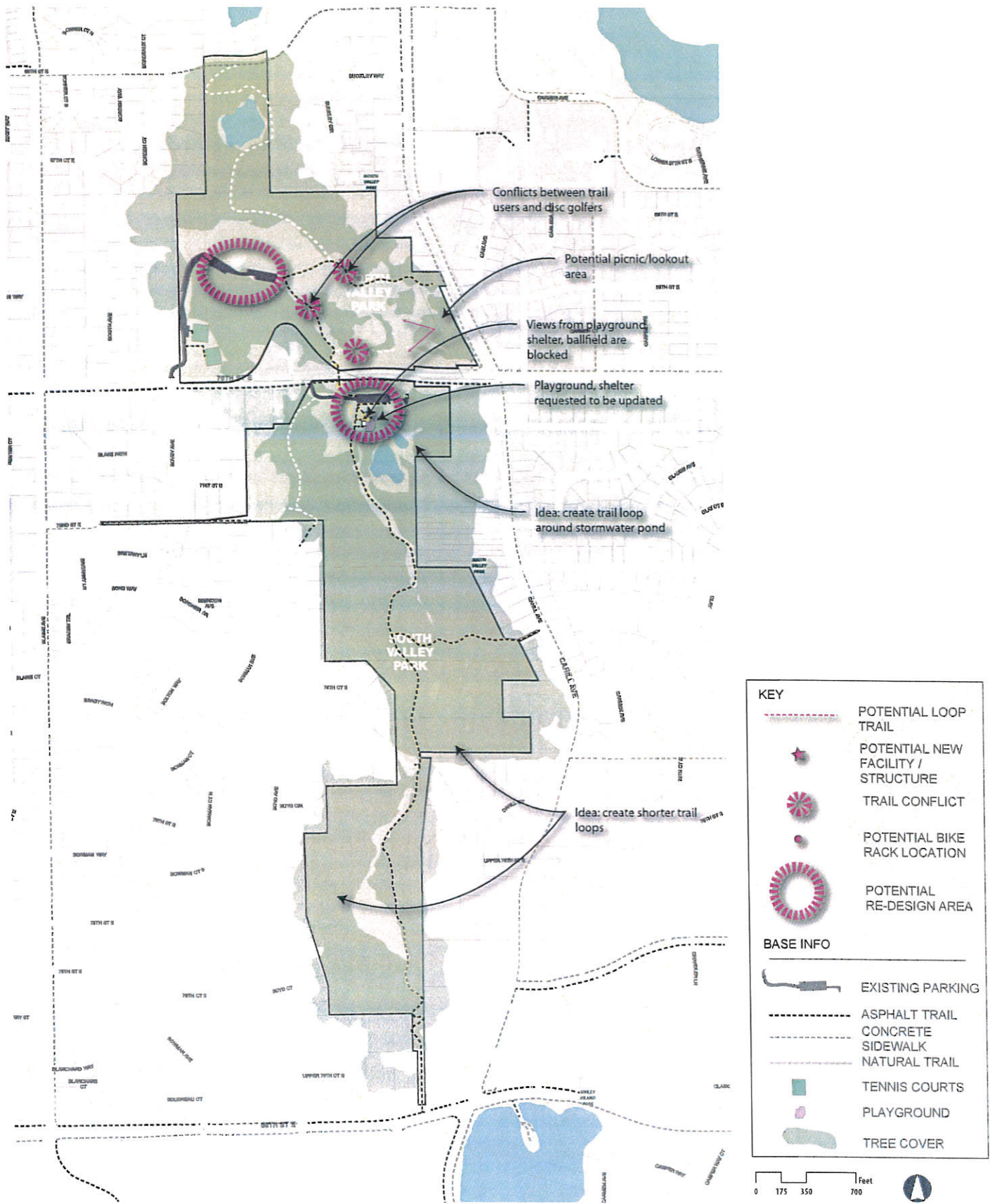


Figure 2-6 Issues and Opportunities for Facilities and Structures

FACILITIES + STRUCTURES

EXISTING CONDITIONS

Existing structures and facilities at South Valley Park include:

- » Playground
 - Playground is 20 years old; the current Playground Replacement Plan calls for replacement every 20 years
 - Playground placement makes it difficult for parents to watch children who may be in multiple places throughout the park
 - The current playground has mulch surfacing and has a retaining wall with a chain link fence separating the play area from a nearby stormwater pond
- » Picnic shelter / pavilion and storage building
 - Buildings are over 40 years old and are dated
 - Shelter is rented out for events such as family picnics nearly every weekend in the year
 - Restroom facilities are included in the storage building and are opened only during shelter rentals
- » Parking lot
 - South Valley Park has a parking lot, accessed from 70th Street
 - (2) Portable toilets are placed in the parking area to service the park
- » Ball field
 - Not currently programmed for sports events
- » Sledding hill
 - Located to the southwest of the ball field
 - Very popular
- » Trails
 - Nearly 1.5 miles of paved trail connecting the parking area to 80th Street, with a connection to Cahill Ave at the midpoint
 - Unpaved, cleared trails (natural trails) connecting the northwest area of South Valley Park to the ballfield area
 - More unpaved, cleared trails exist through the park and are maintained informally by neighbors

Existing structures and facilities in North Valley Park include:

- » 18-hole disc golf course
 - A third-party vendor rents discs from the central parking area in North Valley Park
- » Ball fields (2)
 - These fields are used as soccer fields as well and are steadily programmed through recreation and club leagues
- » Tennis courts (4)
- » Trails
 - Approximately .75 miles of paved trails connecting to South Valley Park through a tunnel under 70th Street and a trail to Cahill Ave
 - Unpaved, cleared (natural) trails connect to 65th Street in the north



Existing playground



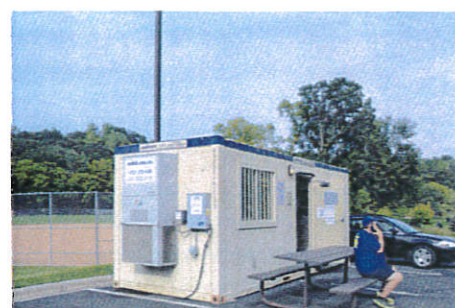
Existing picnic shelter



Parking lot and beginning of trail



Ball field at South Valley Park



(Clockwise from top right) Wetland area in North Valley Park, Well house at Cahill Ave in North Valley Park, Disc golf rental trailer, portable toilet in South Valley Park, natural trail and a paved trail in South Valley Park

WHAT WE'VE HEARD

Comment		Where did we hear this?						
What is Present?	What is missing? What could be improved?	Survey Forms	Social Pinpoint	Email Comments	Walk-audit	Pop-Up Park Meeting	Project Team Observations/ Staff Site Visit	Targeted Stakeholder Conversation
4. Park Facilities / Structures	Views from picnic shelter, playground, ball field are blocked	x				x	x	
	Picnic shelter is in need of replacing or updating	x	x			x	x	
	Picnic shelter with accessible kitchen facilities would be welcomed							x
	Tables and chairs to accommodate people with disabilities is needed							x
	Need for larger picnic facilities, more space for larger families, bigger events/gatherings	x				x	x	
	Multi-purpose accessible areas for yoga/dance/zumba would be welcomed							x
	Playground is inaccessible; adaptive playground equipment would be great for those with disabilities							x
	Playground is in need of update	x	x			x	x	
	Playground is in a poor location	x				x	x	
	Another picnic area at NVP along Cahill Ave / overlook could be a possibility				x			
	Need for bike racks	x				x		
	Need for more parking during large events	x	x				x	
	Sledding hill is very popular	x				x	x	
	Snowshoeing is popular					x		
	Idea for a warming hut to increase winter use	x				x		
	Support for archery range	x	x					
	Great tennis courts					x		
	Support for amphitheater					x	x	
	Disc Golf Course is really popular	x		x	x		x	
	Public garden or community garden space	x						x
	Ball fields are under-used in South Valley Park	x					x	
	Request for dedicated pickle-ball courts (separate from tennis) and supply of pickleballs	x		x		x		x
	Trails are linear and require users to head in one direction, turn around and return	x			x	x	x	
	Trails could have better connection to stormwater pond						x	
	Paved trails are popular, well-loved, good wildlife viewing	x		x			x	
	More trails wanted in North Valley Park							
	Natural trails are popular, well-loved; good wildlife viewing	x	x	x		x	x	
	Natural trails need signage, wayfinding, mapping							
	Splash pad / water feature is supported					x	x	
	Concern for cost of any new or renovated structures or improvements	x				x		
	Having some trails with steep inclines is nice for exercise (even though some might not be able to use them)	x						

Table 2-4 Community Comments on Facilities and Structures

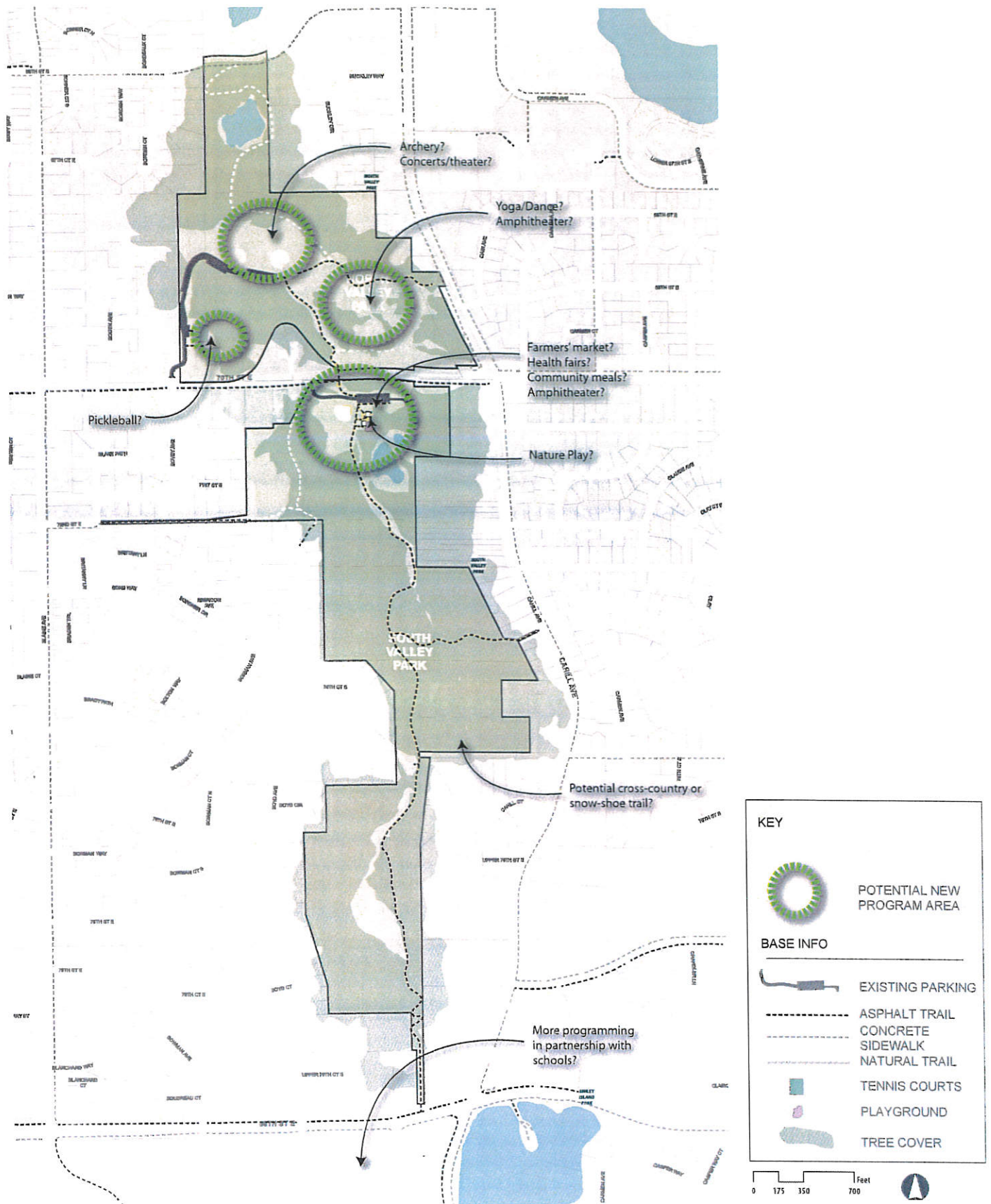


Figure 2-7 Issues and Opportunities for Programming

PROGRAMMING

EXISTING CONDITIONS

Current programming in North and South Valley Parks consists of scheduling ball field use for baseball and soccer, as well as tournaments hosted on the disc golf course. These events are organized through the Parks and Recreation Department. Informally, there is a group of walkers organized through Veteran's Memorial Community Center who take advantage of the trail system. Other informal programming that occurs in North and South Valley Parks include picnic shelter rental for family gatherings.

Programming for the parks is advertised through a seasonal brochure posted by the Parks and Recreation Department, as well as through social media (Facebook, Twitter, and Instagram).

WHAT WE'VE HEARD



2017 Fall Parks and Recreation Brochure

Comment		Where did we hear this?						
What is Present?	What is missing? What could be improved?	Survey Forms	Social Pinpoint	Email Comments	Walk-audit	Pop-Up Park Meeting	Project Team Observations/ Staff Site Visit	Targeted Stakeholder Conversation
5. Park Programming	Farmers market location in the future	x				x	x	
	Allow community members to assist with gardening, flowers, landscaping	x				x		x
	Health fairs could be held in the parks	x						x
	Community meals/similar events could be held in the parks	x						x
	Healthy food trucks at park events	x				x		
	Some question whether healthy food/eating/active living should be programmed into parks	x						
	Support for theater/music/concert series in the parks (Shakespeare in the Park, IGH Concert Band, for example)					x	x	
	North Valley Park focus on active recreation / South Valley Park focus on passive recreation						x	
	Ballfield in SVP is under-programmed, could be re-purposed						x	
	Geo-caching is popular at NVP and SVP						x	
	Cross-country skiing					x	x	
	Yoga and Dance					x		x
	Nature Play					x		x
	Archery					x		
	SVP is very family-friendly							
	Pickleball	x	x	x	x		x	x
	Rideshare / transportation network for those with transportation needs							x
	More programming connected to local partnerships (ISD 199, TriDistrict CE, Neighbors Inc., etc.)							x
	Snowsports with grandkids is great							

Table 2-4 Community Comments on Programming



Chapter 3

MASTER PLAN

GUIDING PRINCIPLES

To following principles guided the creation of the Master Plan Concept:

- » Build off of what assets exists today.
- » Work incrementally with near-term actions, keeping in mind long-term considerations.
- » Understand that park investments are not just about buildings and sports facilities. Programs play a large role in how the parks function.
- » Creating strong partnerships with local organizations will increase likelihood of plan implementation
- » Create ways to gather community input and evaluate progress on a regular basis

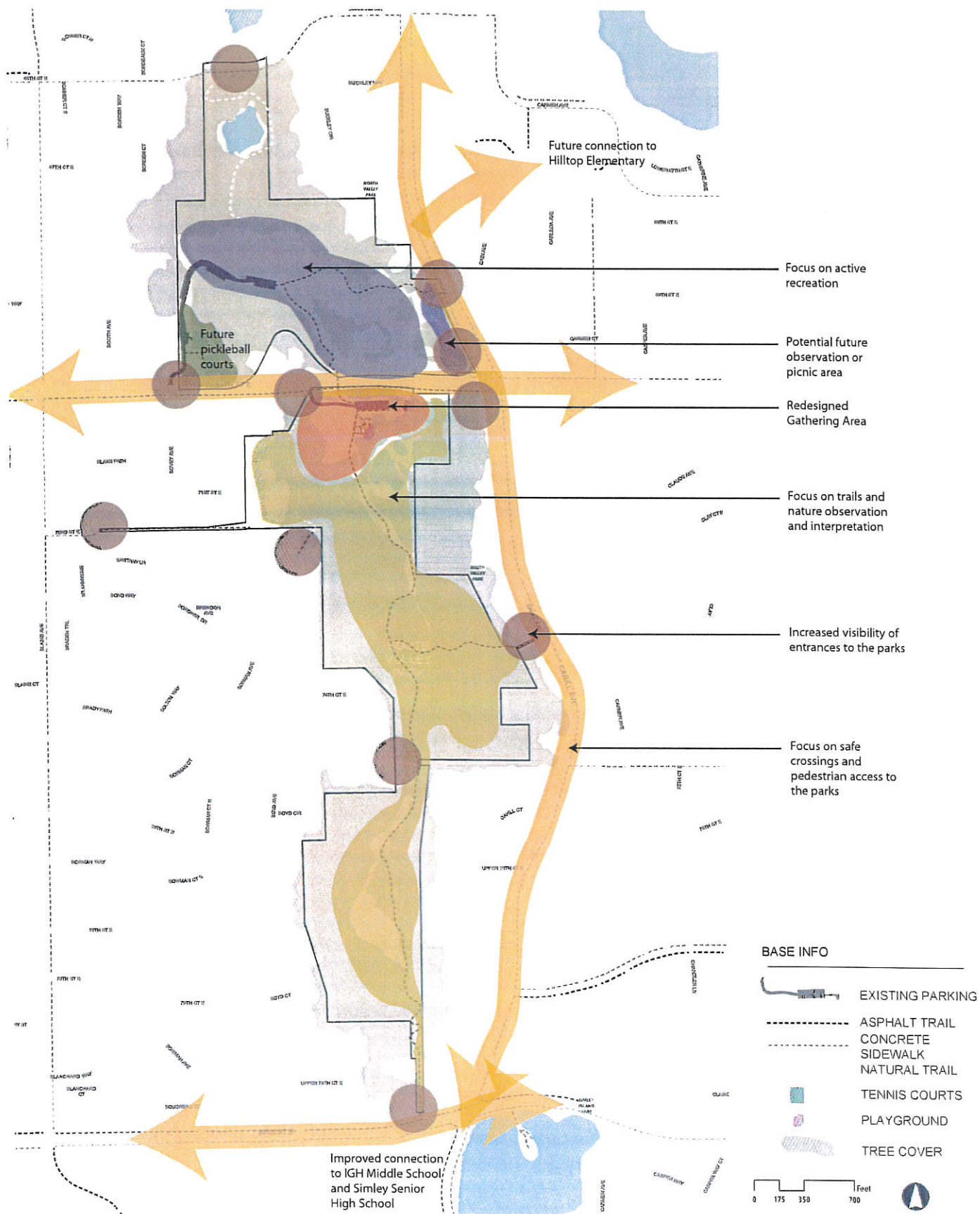


Figure 3-1 Master Plan Concept for North and South Valley Parks

MASTER PLAN CONCEPT

The Master Plan Concept for North and South Valley Parks was developed to include the following elements:

- » North Valley Park is to remain focused on active recreation, with disc golf, racquet sports (tennis and pickleball), and the ball fields to serve as the main activities, with and trails serving as secondary connections between activity spaces
- » South Valley Park is more focused on passive recreation, with trails and nature observation or interpretation as the main activity
- » The open area of the north side of South Valley Park is to be dedicated to community gathering and multi-purpose spaces, such as picnicking, playground use, and events
- » Along the eastern side of the parks at Cahill Ave and nearby intersections, the focus is on creating safe and convenient ways for pedestrians to access trails and park entrances, as well as increasing visibility of the parks
- » Along the western boundaries of the park, the focus is to enhance visibility of existing park entrances
- » Overall, the future of North and South Valley Parks will include considerations for creating more accessibility for people of all ages and abilities, as well as finding ways for more people in the community to become stewards of the parks

COMPREHENSIVE PLAN ELEMENTS

This Master Plan was created in coordination with the 2040 Comprehensive Plan Update for Inver Grove Heights. The following are development concepts that work in tandem with the 2040 Comprehensive Plan:

- » Focus on Cahill Ave streetscape improvements to improve the conditions for pedestrian connections
- » Create better connections to Hilltop Elementary School and future development sites near the intersection of 65th Street and Cahill Ave.
- » Focus on programming in the park to address a desire from the community for more food-related options and destinations

ORGANIZATION OF PLAN

Master Plan elements were formed in coordination with each area of focus identified during the analysis of issues and opportunities (see Chapter 2: Existing Conditions). The following materials were then created to help us understand where future investments and projects have been identified:

- » Future Improvements Map
 - The physical placement and location of future improvements are shown on a Future Improvements Map
- » Goals
 - Goals were developed to help drive future actions, as well as to help understand the context of future actions
- » Near-Term Considerations
 - Near-term considerations were identified that support each goal. These are actions or considerations that are prioritized and will be implemented over the next 0-5 years.
- » Long-Term Considerations
 - Long-term considerations were identified, which also support each goal. These considerations may not be a priority in the first few years of implementation of this master plan, but may play a more important role as short-term actions are completed or as conditions change in the future.
- » Precedent Imagery
 - Images that help us to understand what future improvements may look like in the future



ACCESSIBILITY + WAYFINDING

GOAL 1: IMPROVE THE VISIBILITY OF NORTH AND SOUTH VALLEY PARKS

NEAR-TERM CONSIDERATIONS:

- » Currently there are boulder-style signs at the 70th Street entrances for North and South Valley Parks. A near-term action recommendation is to install consistent and visible signage at all park entrances, including trails, to be visible by vehicle. These signs could be constructed with less expensive materials or construction than the existing boulder signs used at the park entrances, and serve as intermediary signage to communicate the park boundaries and point to main entrances and trail entrances. The following are suggested locations for intermediary signs:
 - 80th Street at trail entrance
 - 75th Street east side with new trail entrance
 - 75th Street at well house on west side of South Valley Park
 - 74th Street East on west side of South Valley Park
 - 73rd Street East at trail entrance
 - 70th Street and Cahill Ave. (North Valley Park on north side)
 - 70th Street South Valley Park entrance

LONG-TERM CONSIDERATIONS:

- » Consider expanding the existing park system-wide branding and wayfinding sign plan to include a sign master plan for all parks in Inver Grove Heights
- » Add park signage at any added future park entrances



The top image shows the existing boulder-style entrance sign for South Valley Park.

The location makes it difficult to see the sign from the road. The middle and lower image show entrance signs as examples for potential intermediary signage for North and South Valley Parks



The top images show examples of high-visibility crosswalks with zebra stripe markings. Crossings with stripes, oriented perpendicular to the path of travel for oncoming vehicles, are more visible to drivers. The top right image also shows a forward stop bar, a pavement marking located ahead of the crosswalk, oriented parallel to the path of travel for oncoming vehicles. Forward stop bars help drivers to stop ahead of the crossing and give a buffer to pedestrians crossing.

The bottom image shows a pedestrian at a mid-block crossing using a HAWK beacon. Prior to crossing, a pedestrian activates the signal with a button at the curb. High-intensity lights flash, alerting drivers that a pedestrian is in the crosswalk.

GOAL 2: IMPROVE ACCESSIBILITY, SAFETY AND COMFORT TO NORTH AND SOUTH VALLEY PARKS FOR PEDESTRIANS, BICYCLISTS, AND PEOPLE OF ALL AGES AND ABILITIES

NEAR-TERM CONSIDERATIONS:

- » Consider installation of high visibility crosswalks (zebra stripes + forward stop bars) at the following intersections:
 - 80th Street and Cahill Ave.
 - 75th Street and Cahill Ave.
 - 70th Street and Cahill Ave (all ways)
 - 70th Street and Blaine Ave. E
 - 65th Street and Cahill Ave

LONG-TERM CONSIDERATIONS:

- » Perform a traffic study to determine the feasibility of future HAWK (High-Intensity Activated crossWalk) beacons at potential mid-block crossings, such as:
 - 80th Street and Simley High School
 - 73rd St. E and Cahill Ave (trail entrance)
 - 70th Street and the entrance to North and South Valley Parks
- » Consider creation of a pedestrian connection between Hilltop Elementary School and North Valley Park
- » Consider additional trail entrances along the west side of South Valley Park
- » Consider adding a trail connection at 75th Street on east side of South Valley Park

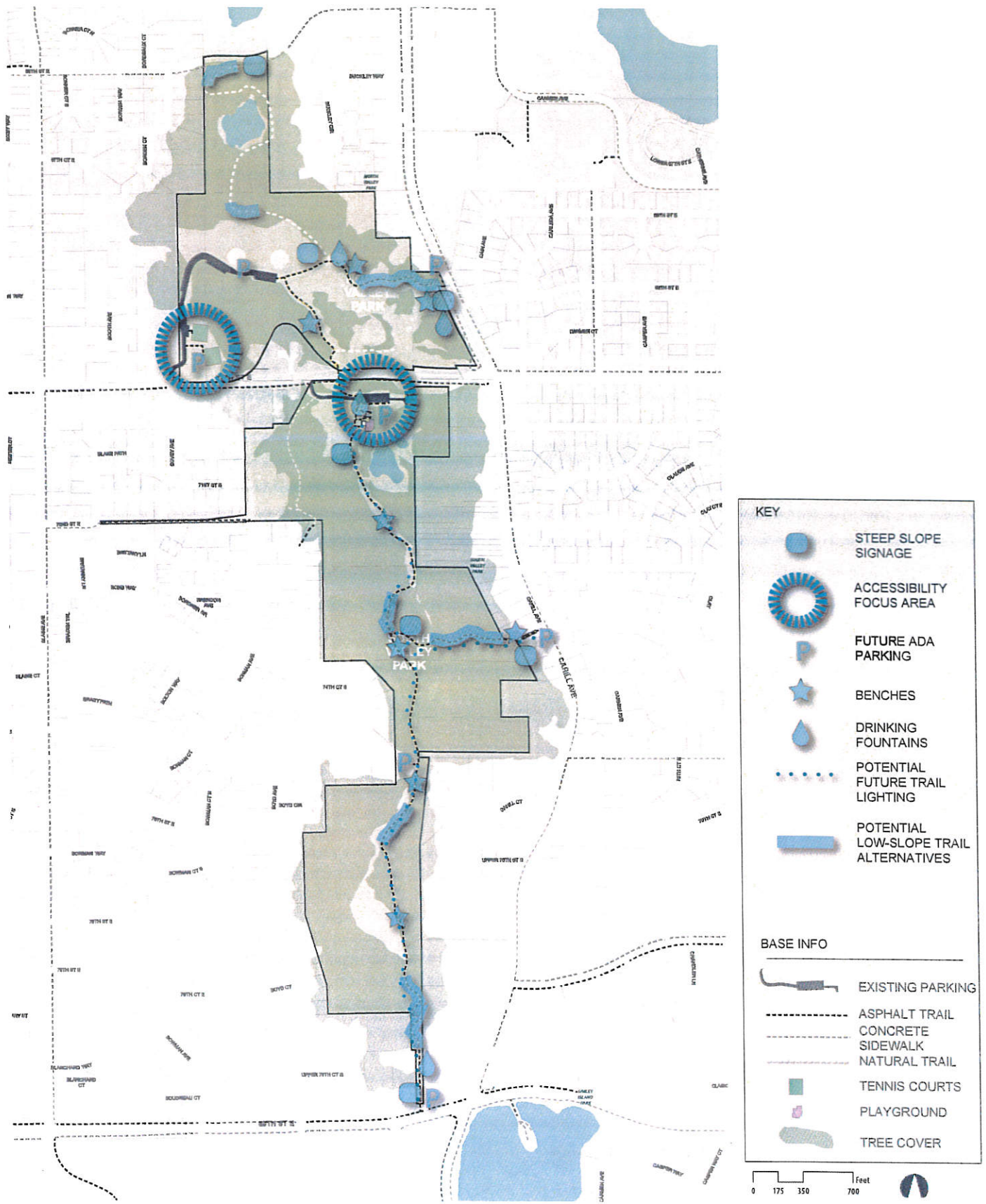


Figure 3-3 Future Improvements for Accessibility, Comfort, and Safety Within the Parks

ACCESSIBILITY, COMFORT & SAFETY WITHIN THE PARKS

GOAL 1: INCREASE THE OPPORTUNITIES FOR PEOPLE OF A VARIETY OF AGES AND ABILITIES TO ENJOY NORTH AND SOUTH VALLEY PARKS

NEAR-TERM CONSIDERATIONS:

- » Install wayfinding and signs within the parks to indicate which trails have steep slopes (greater than 5%).
- » Remove any barriers, such as gates or bollards that prohibit users with mobility aids from entering or using park facilities

LONG-TERM CONSIDERATIONS:

- » Upgrade all future trails to be ADA accessible
- » Install low-slope paved path alternatives at steep areas, such as south entrance at South Valley Park
- » Install additional ADA accessible parking at trail entrances as necessary to meet ADA guidelines

GOAL 2: ENHANCE AMENITIES WITHIN THE PARKS TO INCREASE SAFETY AND COMFORT FOR ALL USERS

NEAR-TERM CONSIDERATIONS:

- » Install drinking fountains at the playground/gathering area at South Valley Park, near the south trail entrance at South Valley Park, and at the tennis courts and ball fields at North Valley Park
- » Provide modest educational signs or trail markers at existing stone benches in South Valley Park to increase their visibility and use

LONG-TERM CONSIDERATIONS:

- » Consider path lighting or intermittent lighting along the main paved trail through South Valley Park, with sensitivity to surrounding wildlife
- » Work with Inver Grove Heights Police Department to increase police presence as needed
- » Install benches in South and North Valley Parks for any new paved trails



Examples of trail markers indicating trail distance and difficulty



ADA accessible trails can be constructed with compacted gravel or asphalt surfaces, and maintain a low-slope



Example of trail bench



Example of pedestrian-scaled path lighting designed to illuminate the path only

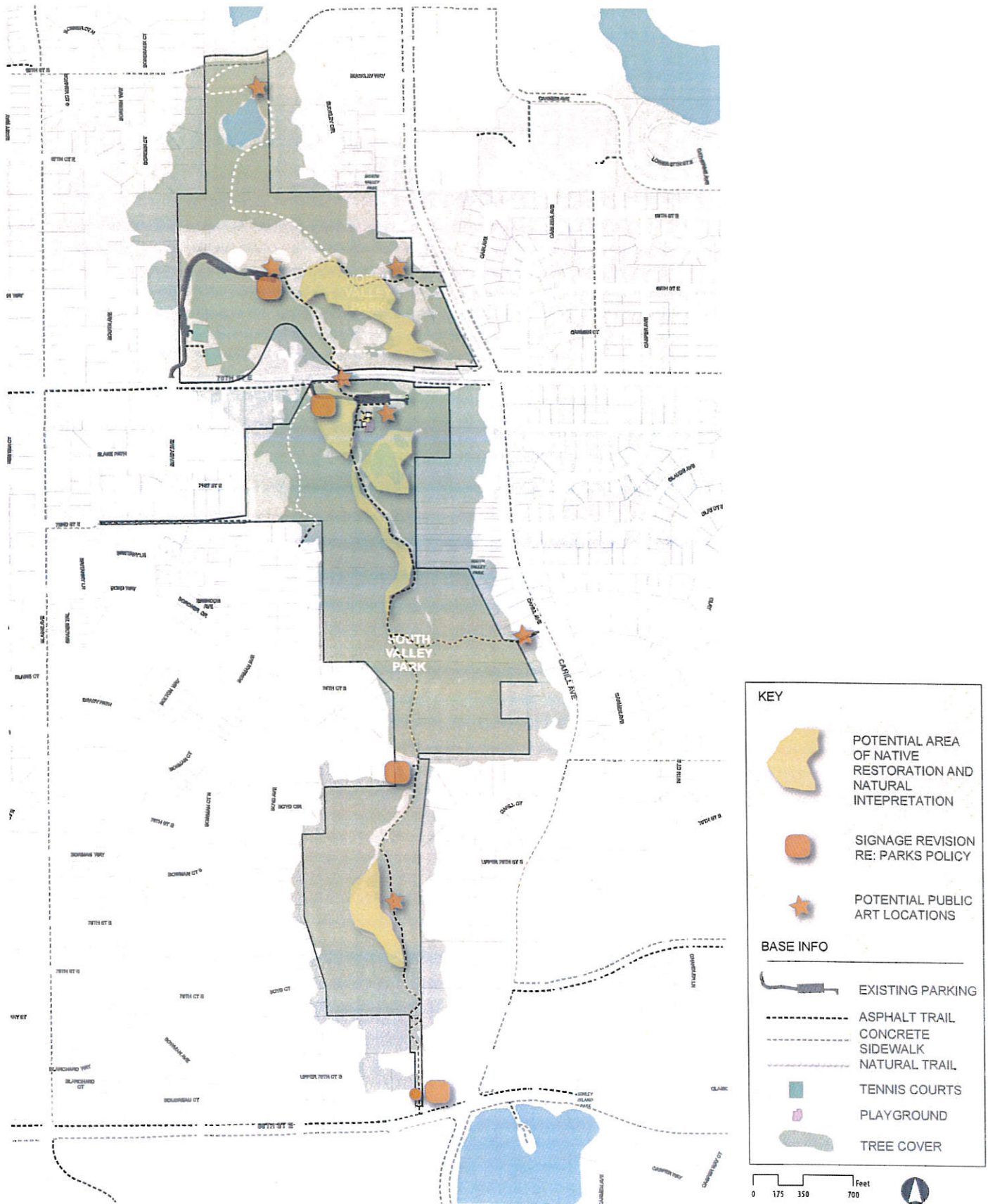


Figure 3-4 Future Improvements for Maintenance and Enforcement

MAINTENANCE + ENFORCEMENT

GOAL 1: CONTINUE TO PROVIDE HIGH-QUALITY MAINTENANCE TO NORTH AND SOUTH VALLEY PARKS

NEAR-TERM CONSIDERATIONS:

- » Clarify and communicate (through signs, media) the dog policy for North and South Valley Parks
 - Pets on leashes are allowed throughout North and South Valley Parks, with the exception of the disc golf course
 - Owners must pick-up after their pets
- » Continue to maintain park with regular mowing, ball field raking, trash removal, and portable toilet maintenance
- » Using GPS, conduct an accurate inventory of existing paved trails and natural trails. Use this information to determine which natural trails to actively maintain and integrate updated trail locations with future wayfinding and signage efforts throughout the parks

LONG-TERM CONSIDERATIONS:

- » Review and adjust maintenance plan with the addition of any new facilities
- » Consider converting turf/lawn sections of North and South Valley Park to restored short-grass prairie or other native species in the future

GOAL 2: INCREASE OPPORTUNITIES FOR COMMUNITY MEMBERS TO ASSIST WITH MAINTENANCE, SAFETY, AND STEWARDSHIP

NEAR-TERM CONSIDERATIONS:

- » Expand communication of the Adopt-a-Park program and memorial tree and bench program through social media and through signs at North Valley Park disc golf entrance and South Valley Park picnic shelter
- » Work with local garden club, environmental learning center, or IGH Middle School or Simley High School to increase volunteer opportunities for managing invasive species and increasing native planting throughout North and South Valley Parks
- » Coordinate with residents who have been informally creating and maintaining natural paths to participate in the Adopt-a-Park program

LONG-TERM CONSIDERATIONS:

- » Look for ways to decrease vandalism through public art installations in the parks



Existing amenities for pet waste clean-up in South Valley Park



Existing trash cans are placed throughout North and South Valley Parks



Inventory of existing natural trails will inform future maintenance of the trail system



Modest, interpretive signage could provide an educational component to the existing trail network in the parks

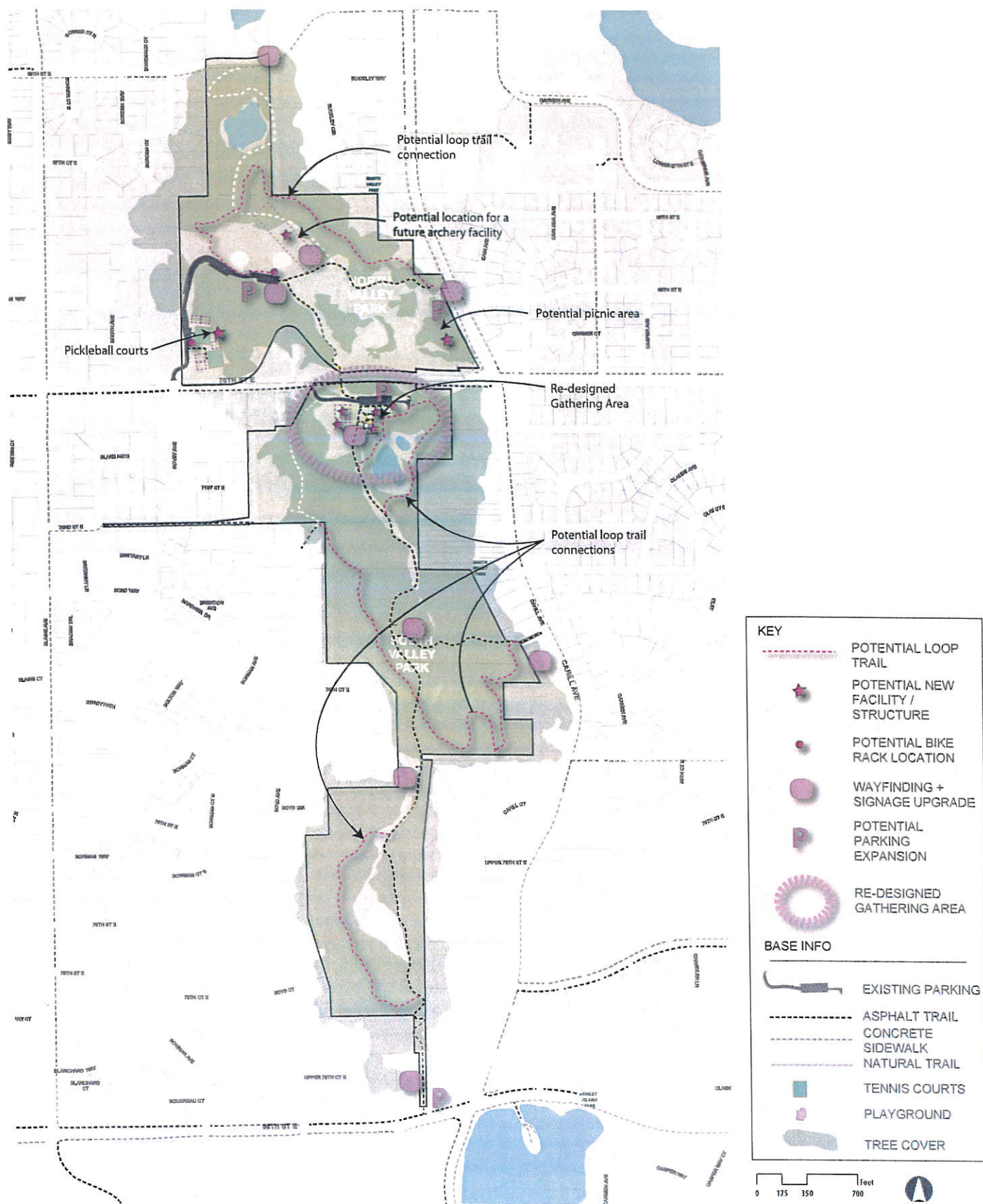


Figure 3-5 Future Improvements for Facilities and Structures

FACILITIES + STRUCTURES

GOAL 1: BUILD NEW FACILITIES THAT ARE SUPPORTED BY THE COMMUNITY AND ENHANCE ACTIVE LIVING AT NORTH AND SOUTH VALLEY PARKS

NEAR-TERM CONSIDERATIONS:

- » Install bike racks at the following locations:
 - South Valley Park shelter area
 - The parking area at the disc golf course
 - The tennis/pickleball courts
- » Invest in design and construction of 4-6 regulation-sized pickleball courts converted from the existing tennis courts in North Valley Park, with the following considerations:
 - Pickleball courts should be ADA compliant
 - Size and design should have minimal impact on existing grading and drainage, and design and materials should be modest, and not detract from the surrounding beauty of the park
- » Invest in site design for the Gathering Area in South Valley Park, with the priority of re-design and construction of a new picnic shelter and playground
 - New picnic shelter should accommodate more people than the existing picnic shelter, and include electricity and wi-fi for events and gatherings
 - All new furniture and the future playground to be ADA accessible
 - Future playground could be a nature play area
 - Playground and shelter to be designed and sited to provide 360 degree views throughout the entire gathering area
 - Size and design should have minimal impact on existing grading and drainage, and design and materials should be modest and not detract from the surrounding natural beauty of the park
 - The site design should consider potential re-purpose of the ball field at South Valley Park as a future multifunctional, ADA open space to be used for dance, yoga, or informal gatherings
 - Future space for community or public gardens should be integrated into the site design as future facilities
 - The site design should consider existing and future parking needs to appropriately accommodate uses



Bike racks can encourage people to bike to North and South Valley Parks. This example shows a U-rack, which allows users to lock their bike in two places



Pickleball has grown in popularity in Inver Grove Heights, especially with seniors. A pickleball court is roughly half the size of a regulation-size tennis court



A re-designed picnic shelter should accommodate larger gatherings than the existing and open views to the surrounding playground and open areas



Nature-based playgrounds encourage children to create their own spaces



An archery range, performance space, and community gardens are all considerations for future facilities at North and South Valley Parks

LONG-TERM CONSIDERATIONS:

- » Determine the best location in Inver Grove Heights for future archery facilities, with the following considerations:
 - Archery range to be ADA compliant, as well as the path to facilities and an adequate amount of ADA compliant parking nearby
 - Archery range should be screened with vegetation or berms and should not conflict with any other uses
 - North Valley Park is preferable over South Valley Park, due to open space requirements and distances from playgrounds
 - Approximate dimensions of an archery range are 500' x 130'
- » Future construction and design of an amphitheater, community or public gardens in South Valley Park, as part of the gathering area site design will need committed stewardship and programming in coordination with community organizations
- » Consider design and installation of picnic facilities and/or an overlook on Cahill Avenue on the southeast corner of North Valley Park
- » Consider future signage and wayfinding upgrades with all future trail expansion
- » Prioritize future investments that will benefit the most users over time



The image above is taken from the southeast corner of North Valley Park, off of Cahill Avenue. This is a potential future picnic or overlook area

GOAL 2: UPDATE AND SUPPORT EXISTING STRUCTURES AND FACILITIES TO MEET THE NEEDS OF THE COMMUNITY

NEAR-TERM CONSIDERATIONS:

- » Perform a parking study in coordination with design efforts for the Gathering Area in South Valley Park to determine how much parking is needed to accommodate future expansion of facilities
- » Install wayfinding and signage at trail entrances and crossings to communicate trail length, difficulty of slope, and interpretive elements
- » Expand the trail network to create circuitous routes around the stormwater pond in South Valley Park, as well as connector trails (see Figure 3-5 for trail concepts)
- » Consider a trail-naming contest with community involvement for new and existing trails
- » Expand signage and messaging to disc golfers about avoiding throws while pedestrians are on nearby trails.
 - Consider further clearing of trees from lines of sight at disc golf tees to increase visibility of people walking along trails

LONG-TERM CONSIDERATIONS:

- » Evaluate use and need of existing structures and facilities regularly through community input gathered through social media and round-table discussions



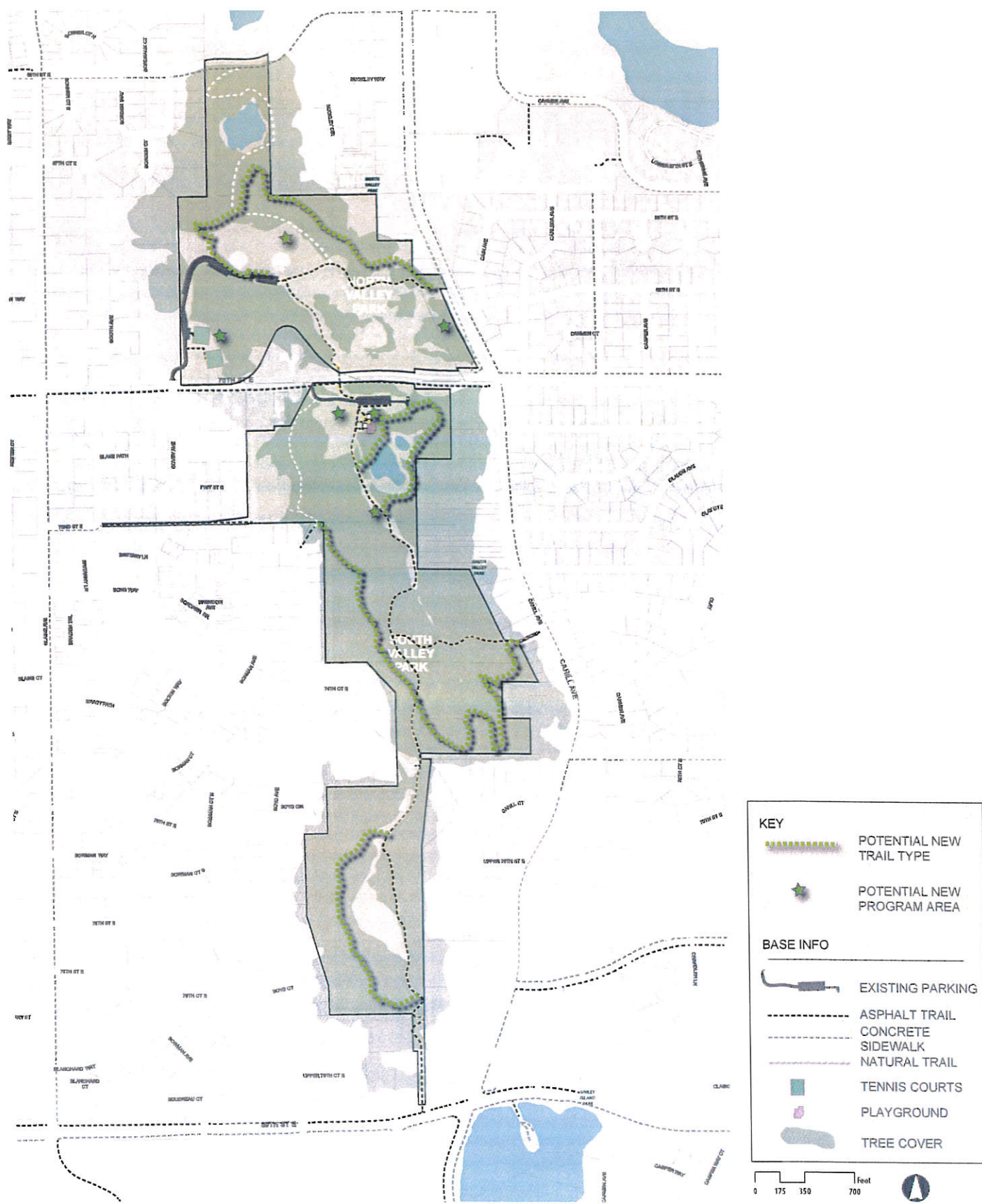
During peak event times, parking is in high demand at North and South Valley Parks. A parking study will help determine how much new parking is needed to accommodate future facilities. Scheduling of events and promoting bicycle and pedestrian access at the parks will alleviate some parking needs during peak times



An example of trail signage with an interpretive map component



Dog walking is popular at North and South Valley Parks. Creating routes that are circuitous will allow users to embark on shorter, more leisurely routes



PROGRAMMING

GOAL 1: EXPAND OR MODIFY PROGRAMMING AT NORTH AND SOUTH VALLEY PARKS TO SUPPORT THE WISHES OF THE COMMUNITY

NEAR-TERM CONSIDERATIONS:

- » Partner with community organizations to include art, music, dance, fitness, healthy eating, and environmental education at North and South Valley Parks. Examples include:
 - Partnership with IGH Middle or High School to expand physical education activities within the park
 - Expand programming from Veteran's Community Center to include outdoor dance or fitness classes at South Valley Park
 - Partner with an environmental group to produce educational trail signage with plant and wildlife information
- » Involve interested community groups in the design of future facilities through community advisory committees or community engagement
- » Solicit ideas regularly from the community about the types of programs they'd like to see in North and South Valley Parks
 - Conduct informal surveys through social media or email communication
 - Host regular (annual, seasonal) community meals at the existing and future picnic shelter to gather future program ideas
- » Use existing facilities and infrastructure to pilot new ideas at North and South Valley Parks. This tactical approach will allow the Parks and Recreation Department to gauge the feasibility and community support for new programs or facilities before making a large investment
- » Promote and encourage winter uses, such as hiking, snow-shoeing, and sledding through social media

LONG-TERM CONSIDERATIONS:

- » Consider partnerships with local CSAs to organize drop-off locations at South Valley Park
- » Future community gardening could be focused on providing produce for local food shelves
- » Regularly evaluate existing programming at North and South Valley Parks to meet the needs and wishes of the community



Tactical approaches to new facilities can be low-cost and temporary. The example above demonstrates how a temporary crosswalk bump out is being tested for future improvements



Snowshoeing is a popular activity at North and South Valley Parks



INVER GROVE HEIGHTS
NORTH AND SOUTH VALLEY PARKS
ACTIVE LIVING
MASTER PLAN





SOUTH VALLEY PARK: STUDY A_v3

A **Playground (2-5 y.o.)**
Similar size as existing
playground in South
Valley Park

B **Nature-based play-
ground (5-12 y.o.)**
Approx. 10,000 SF area

C **Stormwater raingarden**

D **Community/youth
archery range**
10 lanes, 60m range with
15m buffer

E **Parking lot extension**
(40) Existing stalls +
(17) added stalls =
(57) stalls shown

F **8' natural surface trail**
Loop trail around pond

G **Open green space**
Converted ball field

H **Observation deck**
12'x12' raised and covered
platform

I **8' bituminous trail**
Connection from
community garden to
observation deck

J **Community garden**
(18) plots - 8x20 beds with
6' path (potential to
include some raised beds)

K **Picnic Shelter**
2100 SF as shown (twice
the size of the existing
shelter) with views
towards age-separated
play areas



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: June 24, 2019
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

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

SUMMARY

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

I recommend approval of Pay Voucher No. 11, in the amount of \$24,534.69 (\$24,534.69 for work on City Project No. 2015-09D – Broderick Boulevard Reconstruction, \$0.00 for work on City Project No. 2017-21 VMCC/Golf Course Parking Lots, \$0.00 for work on City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and \$0.00 City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements), for work through May 31, 2019.

SWD/nh

Attachments: Pay Voucher No. 11

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

ESTIMATE NO: 11 (Eleven)
DATE: June 24, 2019
PERIOD ENDING: May 31, 2019
CONTRACT: 2018 Pavement Management Program
PROJECT NO: 2015-09D – Broderick Boulevard Reconstruction, 2017-21 – VMCC/Golf Course
Parking Lots, 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and
2018-11 – Fire Station No. 2 Fiber Optic Improvements

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

Original Contract Amount	\$4,189,854.00
Total Addition (Change Order No. 2, 4, 5, 6, and 7).....	\$220,252.43
Total Deduction (Change Order No. 1)	(\$114,728.75)
Total Contract Amount.....	\$4,295,377.68
Total Value of Work to Date.....	\$4,126,194.16
Less Retained (5%)	\$206,309.72
Less Previous Payment.....	\$3,895,349.75
Total Approved for Payment this Voucher.....	\$24,534.69
Total Payments including this Voucher	\$3,919,884.44

Approvals:

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

Signed by:	<u>Thomas J. Kaldunski, City Engineer</u>	<u>June 24, 2019</u>
Signed by:	<u>McNamara Contracting, Inc.</u>	<u>Date</u>
Signed by:	<u>George Tourville, Mayor</u>	<u>June 24, 2019</u>

PAYMENT DETAIL LIST

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

Schedule: A									
Description: CP 2015-09D Street Improvements									
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date	
1	2021.501	MOBILIZATION	LUMP SUM	1.00	1.00	\$ 131,000.00	\$ 131,000.00	\$ 131,000.00	
2	2031.602	FIELD OFFICE	EACH	1.00	1.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	
3	2101.501	CLEARING	ACRE	1.00	1.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00	
4	2101.502	CLEARING	TREE	19.00	19.00	\$ 105.00	\$ 1,995.00	\$ 1,995.00	
5	2101.506	GRUBBING	ACRE	1.00	1.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	
6	2101.507	GRUBBING	TREE	19.00	19.00	\$ 105.00	\$ 1,995.00	\$ 1,995.00	
7	2104.501	REMOVE CURB & GUTTER	LIN FT	12550.00	12,493.00	\$ 3.00	\$ 37,650.00	\$ 37,479.00	
8	2104.503	REMOVE BITUMINOUS WALK	SQ FT	33600.00	37,119.00	\$ 0.25	\$ 8,375.00	\$ 9,279.75	
9	2104.505	REMOVE CONCRETE WALK	SQ YD	1365.00	1,119.00	\$ 6.00	\$ 8,130.00	\$ 6,714.00	
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	670.00	758.00	\$ 9.00	\$ 6,030.00	\$ 6,804.00	
11	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	40515.00	40,515.00	\$ 1.00	\$ 40,515.00	\$ 40,515.00	
12	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	2115.00	2,142.50	\$ 2.00	\$ 4,230.00	\$ 4,285.00	
13	2104.523	SALVAGE SIGN TYPE C	EACH	61.00	61.00	\$ 37.00	\$ 2,257.00	\$ 2,257.00	
14	2104.523	SALVAGE SIGN TYPE D	EACH	2.00	2.00	\$ 175.00	\$ 350.00	\$ 350.00	
15	2104.601	PROTECT LIGHTING SYSTEM	LUMP SUM	1.00	1.00	\$ 3,700.00	\$ 3,700.00	\$ -	
16	2105.501	COMMON EXCAVATION (P)	CU YD	29758.00	29,758.00	\$ 15.00	\$ 446,370.00	\$ 446,370.00	
17	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	690.00	1,893.98	\$ 23.00	\$ 15,870.00	\$ 43,561.54	
18	2105.522	SELECT GRANULAR BORROW (CV) (P)	CU YD	19490.00	19,490.00	\$ 13.00	\$ 253,370.00	\$ 253,370.00	
19	2105.543	STABILIZING AGGREGATE	TON	200.00	91.25	\$ 35.00	\$ 7,000.00	\$ 3,193.75	
20	2105.601	DEWATERING	LUMP SUM	1.00	1.00	\$ 1.00	\$ 1.00	\$ -	
21	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	27500.00	25,607.00	\$ 1.00	\$ 27,500.00	\$ 25,607.00	
22	2112.604	SUBGRADE PREPARATION (P)	SQ YD	16615.00	16,615.00	\$ 0.50	\$ 8,307.50	\$ 8,307.50	
23	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	TON	100.00	73.75	\$ 120.00	\$ 12,000.00	\$ 8,850.00	
24	2130.501	WATER	M GALLON	100.00	100.00	\$ 35.00	\$ 3,500.00	\$ 3,500.00	
25	2211.501	AGGREGATE BASE CLASS 5	TON	21010.00	18,344.97	\$ 7.50	\$ 157,575.00	\$ 137,587.28	
26	2221.501	SHOULDER BASE AGGREGATE CLASS 1	TON	200.00	271.30	\$ 35.00	\$ 7,000.00	\$ 9,495.50	
27	2232.604	EDGE MILL BITUMINOUS SURFACE	SQ YD	400.00	44.00	\$ 2.50	\$ 1,000.00	\$ 110.00	
28	2301.607	HIGH EARLY STRENGTH CONCRETE	CU YD	100.00	162.00	\$ 15.00	\$ 1,500.00	\$ 2,430.00	
29	2331.603	JOINT ADHESIVE (MASTIC)	LIN FT	19000.00	15,057.00	\$ 0.55	\$ 10,450.00	\$ 8,281.35	
30	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3.C)	TON	8603.00	8,179.32	\$ 45.00	\$ 387,135.00	\$ 368,069.40	
31	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	TON	5101.00	4,528.94	\$ 45.00	\$ 229,545.00	\$ 203,802.30	
32	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)	EACH	5.00	4.00	\$ 700.00	\$ 3,500.00	\$ 2,800.00	
33	2502.541	4" PERF PVC PIPE DRAIN	LIN FT	10000.00	9,915.22	\$ 4.00	\$ 40,000.00	\$ 39,660.88	
34	2506.522	ADJUST FRAME & RING CASTING	EACH	7.00	6.00	\$ 750.00	\$ 5,250.00	\$ 4,500.00	
35	2521.501	6" CONCRETE WALK	SQ FT	26920.00	26,689.00	\$ 4.75	\$ 127,870.00	\$ 126,772.75	
36	2521.511	3" BITUMINOUS WALK	SQ FT	70000.00	64,976.00	\$ 1.25	\$ 87,500.00	\$ 81,220.00	
37	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	16050.00	13,908.00	\$ 11.25	\$ 180,562.50	\$ 156,465.00	
38	2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	25.00	64.00	\$ 26.60	\$ 665.00	\$ 1,702.40	
39	2531.502	CONCRETE CURB DESIGN B6	LIN FT	35.00	69.00	\$ 12.20	\$ 427.00	\$ 841.80	
40	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	900.00	788.00	\$ 62.00	\$ 55,800.00	\$ 48,856.00	
41	2531.603	CONCRETE CURB & GUTTER DESIGN B618 (HAND POUR)	LIN FT	100.00	121.00	\$ 22.50	\$ 2,250.00	\$ 2,722.50	
42	2531.603	CONCRETE CURB & GUTTER DESIGN B618 - TIP OUT	LIN FT	1300.00	1,088.00	\$ 11.50	\$ 14,950.00	\$ 12,512.00	
43	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	60.00	92.00	\$ 82.00	\$ 4,920.00	\$ 7,544.00	
44	2531.604	6" WING APRON	SQ YD	250.00	277.00	\$ 47.00	\$ 11,750.00	\$ 13,019.00	
45	2531.618	TRUNCATED DOMES	SQ FT	604.00	560.00	\$ 40.00	\$ 24,160.00	\$ 22,400.00	
46	2540.601	LANDSCAPE RESTORATION ALLOWANCE	LUMP SUM	1.00	2.47	\$ 10,000.00	\$ 10,000.00	\$ 24,700.00	
47	2540.603	LANDSCAPE EDGER - STEEL	LIN FT	35.00	35.00	\$ 15.00	\$ 525.00	\$ -	
48	2550.602	ADJUST HANDHOLE	EACH	4.00	9.00	\$ 700.00	\$ 2,800.00	\$ 6,300.00	
49	2557.501	WIRE FENCE DESIGN 48V-9322	LIN FT	1070.00	1,011.00	\$ 26.00	\$ 27,820.00	\$ 26,286.00	

50	2563.601	TRAFFIC CONTROL	LUMP SUM	1.00	1.00	\$	20,000.00	\$	20,000.00	\$	20,000.00
51	2563.618	CONSTRUCTION SIGNS-SPECIAL	SQ FT	100.00	44.00	\$	22.00	\$	2,200.00	\$	968.00
52	2564.531	SIGN PANELS TYPE SPECIAL	SQ FT	24.00	24.00	\$	65.00	\$	1,560.00	\$	1,560.00
53	2564.531	SIGN PANELS TYPE C	SQ FT	604.00	640.74	\$	33.00	\$	19,932.00	\$	21,144.42
54	2564.537	INSTALL SIGN TYPE C	EACH	1.00	3.00	\$	185.00	\$	185.00	\$	555.00
55	2564.537	INSTALL SIGN TYPE D	EACH	2.00	2.00	\$	420.00	\$	840.00	\$	840.00
56	2564.602	8" PVC SIGN INSTALLATION SLEEVE	EACH	21.00	17.00	\$	57.00	\$	1,197.00	\$	969.00
57	2565.616	REVISE SIGNAL SYSTEM A	SYSTEM	1.00	1.00	\$	21,000.00	\$	21,000.00	\$	21,000.00
58	2565.616	REVISE SIGNAL SYSTEM B	SYSTEM	1.00	1.00	\$	7,700.00	\$	7,700.00	\$	7,700.00
59	2573.502	SILT FENCE; TYPE MS	LIN FT	15000.00	12,133.00	\$	2.00	\$	30,000.00	\$	24,266.00
60	2573.530	STORM DRAIN INLET PROTECTION	EACH	42.00	81.00	\$	150.00	\$	6,300.00	\$	12,150.00
61	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	7500.00	650.00	\$	2.00	\$	15,000.00	\$	1,300.00
62	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00		\$	3,500.00	\$	3,500.00	\$	-
63	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1.00	1.00	\$	1,500.00	\$	1,500.00	\$	1,500.00
64	2573.601	STORMWATER MANAGEMENT ALLOWANCE	LUMP SUM	1.00	0.23	\$	10,000.00	\$	10,000.00	\$	2,300.00
65	2574.525	BOULEVARD TOPSOIL BORROW	CU YD	5000.00	4,110.00	\$	23.00	\$	115,000.00	\$	94,530.00
66	2575.511	MULCH MATERIAL TYPE 1	TON	12.00		\$	190.00	\$	2,280.00	\$	-
67	2575.604	EROSION CONTROL BLANKET - FUTERRA F4 NETLESS BLANKET	SQ YD	2000.00	3,687.00	\$	2.00	\$	4,000.00	\$	7,374.00
68	2575.605	SEED MIXTURE 25-131	ACRE	1.50	2.52	\$	1,700.00	\$	2,550.00	\$	4,284.00
69	2575.605	RAPID STABILIZATION METHOD 2 MOD	ACRE	0.25	0.32	\$	2,100.00	\$	525.00	\$	672.00
70	2575.605	SEED MIXTURE 35-221	ACRE	1.50	1.50	\$	2,800.00	\$	4,200.00	\$	4,200.00
71	2575.605	SEED MIXTURE 25-121	ACRE	2.50	2.50	\$	1,250.00	\$	3,125.00	\$	3,125.00
72	2575.607	LANDSCAPE ROCK	CU YD	10.00	5.00	\$	115.00	\$	1,150.00	\$	575.00
73	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	21000.00	20,375.00	\$	1.15	\$	24,150.00	\$	23,431.25
74	2582.501	PAVT MSSG EPOXY GR IN	SQ FT	336.00	315.00	\$	18.00	\$	6,048.00	\$	5,670.00
75	2582.502	4" SOLID LINE EPOXY GR IN	LIN FT	12300.00	12,433.00	\$	0.45	\$	5,535.00	\$	5,594.85
76	2582.502	8" SOLID LINE EPOXY GR IN	LIN FT	350.00	354.00	\$	2.50	\$	875.00	\$	885.00
77	2582.502	12" SOLID LINE EPOXY GR IN	LIN FT	155.00	182.00	\$	8.50	\$	1,317.50	\$	1,547.00
78	2582.502	8" DOTTED LINE EPOXY GR IN	LIN FT	135.00	103.00	\$	3.50	\$	472.50	\$	360.50
79	2582.502	4" DBLE SOLID LINE EPOXY GR IN	LIN FT	6900.00	7,550.00	\$	0.90	\$	6,210.00	\$	6,795.00
80	2582.503	CROSSWALK EPOXY GR IN	SQ FT	1212.00	1,374.00	\$	6.50	\$	7,878.00	\$	8,931.00

Schedule A Subtotal:

\$ 2,755,080.00 \$ 2,641,488.72

Schedule: B
Description: CP 2015-09D Storm Sewer Improvements

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

Schedule: C
Description: CP 2015-09D Water Main Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE WATER MAIN	LIN FT	160.00	182.00	\$ 9.50	\$ 1,520.00	\$ 1,729.00
2	2104.523	SALVAGE HYDRANT & VALVE	EACH	11.00	10.00	\$ 750.00	\$ 8,250.00	\$ 7,500.00
3	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	12.00	10.00	\$ 100.00	\$ 1,000.00	\$ 1,000.00
4	2104.602	REMOVE GATE VALVE AND CAP EXISTING CROSS	EACH	3.00	1.00	\$ 1,600.00	\$ 4,800.00	\$ 1,600.00
5	2504.602	WATERMAIN OFFSET	EACH	2.00	1.00	\$ 17,000.00	\$ 34,000.00	\$ 17,000.00
6	2504.602	FURNISH & INSTALL NEW RINGS AND CASTING (WATERMAIN)	EACH	12.00	10.00	\$ 900.00	\$ 10,800.00	\$ 9,000.00
7	2504.602	HYDRANT AND GATE VALVE	EACH	11.00	13.00	\$ 6,250.00	\$ 68,750.00	\$ 81,250.00
8	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS	EACH	12.00	18.00	\$ 1,500.00	\$ 18,000.00	\$ 27,000.00
9	2504.602	ADJUST CURB STOP	EACH	5.00	5.00	\$ 80.00	\$ 400.00	\$ -
10	2504.602	REMOVE AND REPLACE GATE VALVE BOX	EACH	12.00	8.00	\$ 600.00	\$ 7,200.00	\$ 4,800.00
11	2504.602	RECONSTRUCT BUTTERFLY VALVE MANHOLE	EACH	3.00	3.00	\$ 3,900.00	\$ 11,700.00	\$ -
12	2504.604	4" POLYSTYRENE INSULATION	SQ YD	100.00	100.00	\$ 36.00	\$ 3,600.00	\$ -
13	2504.608	DUCTILE IRON FITTINGS	POUND	1000.00	165.00	\$ 6.00	\$ 6,000.00	\$ 990.00
Schedule C Subtotal:							\$ 176,220.00	\$ 151,869.00

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

Schedule: E						
Description: CP 2015-09D College Trail Berm Reconstruction						
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price
1	2101.502	CLEARING	TREE	2.00	2.00	\$ 210.00
2	2101.507	GRUBBING	TREE	2.00	2.00	\$ 210.00
3	2104.501	REMOVE PIPE DRAIN	LIN FT	30.00	30.00	\$ 13.00
4	2104.509	REMOVE GATE VALVE	EACH	2.00	1.00	\$ 800.00
5	2104.602	REMOVE FLARED END SECTION	EACH	1.00	1.00	\$ 30.00
6	2104.604	SALVAGE SHOREMAX	SQ YD	15.00	15.00	\$ 225.00
7	2105.501	COMMON EXCAVATION (P)	CU YD	300.00	17.00	\$ 5,100.00
8	2105.601	SITE GRADING	LUMP SUM	1.00	1.00	\$ 7,000.00
9	2411.521	GRANULAR BACKFILL (CV)	CU YD	300.00	300.00	\$ 3,000.00
10	2503.541	24" RC PIPE SEWER DES 3006 CL III	LIN FT	36.00	36.00	\$ 60.00
11	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00	1.00	\$ 1,225.00
12	2503.602	CONNECT TO EXISTING STORM STRUCTURE	EACH	1.00	1.00	\$ 1,700.00
13	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	1.00	1.00	\$ 3,600.00
14	2540.604	INSTALL SHOREMAX	SQ YD	15.00	15.00	\$ 1,500.00
15	2573.502	SILT FENCE; TYPE MS	LIN FT	65.00	550.00	\$ 4.00
16	2575.511	MULCH MATERIAL TYPE 1	TON	0.40		\$ 190.00
17	2575.604	EROSION CONTROL BLANKET - FUTERRA F4 NETLESS BLANKET	SQ YD	100.00	276.00	\$ 4.50
18	2575.605	SEED MIXTURE 33-261	ACRE	0.10	0.10	\$ 2,000.00
19	2575.605	SEED MIXTURE 25-121	ACRE	0.10	0.10	\$ 1,200.00
20	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	700.00	700.00	\$ 1.25
Schedule E Subtotal:						\$ 29,931.00
						\$ 31,787.00

Alternate: 1						
Description: CP 2015-09D 80th Street Crossing						
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price
1	2104.503	REMOVE BITUMINOUS WALK	SQ FT	50.00	360.00	\$ 8.00
2	2104.505	REMOVE CONCRETE WALK	SQ YD	25.00	12.50	\$ 24.00
3	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	10.00	19.00	\$ 45.00
4	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	50.00	43.00	\$ 5.00
5	2104.523	SALVAGE SIGN TYPE C	EACH	2.00		\$ 38.00
6	2211.501	AGGREGATE BASE CLASS 5	TON	10.00		\$ 80.00
7	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3.C)	TON	2.00	4.30	\$ 300.00
8	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	TON	1.00	2.20	\$ 300.00
9	2521.501	6" CONCRETE WALK	SQ FT	100.00	112.00	\$ 16.20
10	2521.511	3" BITUMINOUS WALK	SQ FT	50.00	216.00	\$ 50.00
11	2531.618	TRUNCATED DOMES	SQ FT	50.00	38.00	\$ 40.00
12	2565.616	REVISE SIGNAL SYSTEM B	SYSTEM	1.00	1.00	\$ 13,500.00
13	2582.503	CROSSWALK EPOXY GR IN	SQ FT	480.00	450.00	\$ 7.00
Alternate 1 Subtotal:						\$ 24,456.00
						\$ 28,344.40

F

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

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

Schedule C Subtotal: \$ 19,175.00 \$ 17,975.00

G

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

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

Schedule C Subtotal: \$ 14,950.00 \$ 12,990.00

H

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

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

Schedule D Subtotal: \$ 1,150.00 \$ -

PAYMENT DETAIL LIST

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

A									
CP 2015-09D Street Improvements									
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date	
1	2021.501	MOBILIZATION	LUMP SUM	1.00	1.00	\$ 131,000.00	\$ 131,000.00	\$ 131,000.00	
2	2031.602	FIELD OFFICE	EACH	1.00	1.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	
3	2101.501	CLEARING	ACRE	1.00	1.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00	
4	2101.502	CLEARING	TREE	19.00	19.00	\$ 105.00	\$ 1,995.00	\$ 1,995.00	
5	2101.506	GRUBBING	ACRE	1.00	1.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	
6	2101.507	GRUBBING	TREE	19.00	19.00	\$ 105.00	\$ 1,995.00	\$ 1,995.00	
7	2104.501	REMOVE CURB & GUTTER	LIN FT	12590.00	12,493.00	\$ 3.00	\$ 37,650.00	\$ 37,479.00	
8	2104.503	REMOVE BITUMINOUS WALK	SQ FT	33500.00	37,119.00	\$ 0.25	\$ 8,375.00	\$ 9,279.75	
9	2104.505	REMOVE CONCRETE WALK	SQ YD	1355.00	1,119.00	\$ 6.00	\$ 8,130.00	\$ 6,714.00	
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	670.00	756.00	\$ 9.00	\$ 6,030.00	\$ 6,804.00	
11	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	40515.00	40,515.00	\$ 1.00	\$ 40,515.00	\$ 40,515.00	
12	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	2115.00	2,142.50	\$ 2.00	\$ 4,230.00	\$ 4,285.00	
13	2104.523	SALVAGE SIGN TYPE C	EACH	61.00	61.00	\$ 37.00	\$ 2,257.00	\$ 2,257.00	
14	2104.523	SALVAGE SIGN TYPE D	EACH	2.00	2.00	\$ 175.00	\$ 350.00	\$ 350.00	
15	2104.601	PROTECT LIGHTING SYSTEM	LUMP SUM	1.00	1.00	\$ 3,700.00	\$ 3,700.00	\$ -	
16	2105.501	COMMON EXCAVATION (P)	CU YD	29758.00	29,758.00	\$ 15.00	\$ 446,370.00	\$ 446,370.00	
17	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	690.00	1,893.98	\$ 23.00	\$ 15,870.00	\$ 43,561.54	
18	2105.522	SELECT GRANULAR BORROW (CV) (P)	CU YD	19490.00	19,490.00	\$ 13.00	\$ 253,370.00	\$ 253,370.00	
19	2105.543	STABILIZING AGGREGATE	TON	200.00	91.25	\$ 35.00	\$ 7,000.00	\$ 3,193.75	
20	2105.601	DEWATERING	LUMP SUM	1.00	1.00	\$ 1.00	\$ 1.00	\$ -	
21	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	27500.00	25,607.00	\$ 1.00	\$ 27,500.00	\$ 25,607.00	
22	2112.604	SUBGRADE PREPARATION (P)	SQ YD	16615.00	16,615.00	\$ 0.50	\$ 8,307.50	\$ 8,307.50	
23	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	100.00	73.75	\$ 120.00	\$ 12,000.00	\$ 8,850.00	
24	2130.501	WATER	M GALLON	100.00	100.00	\$ 35.00	\$ 3,500.00	\$ 3,500.00	
25	2211.501	AGGREGATE BASE CLASS 5	TON	21010.00	18,344.97	\$ 7.50	\$ 157,575.00	\$ 137,587.28	
26	2221.501	SHOULDER BASE AGGREGATE CLASS 1	TON	200.00	271.30	\$ 35.00	\$ 7,000.00	\$ 9,495.50	
27	2232.604	EDGE MILL BITUMINOUS SURFACE	SQ YD	400.00	44.00	\$ 2.50	\$ 1,000.00	\$ 110.00	
28	2301.607	HIGH EARLY STRENGTH CONCRETE	CU YD	100.00	162.00	\$ 15.00	\$ 1,500.00	\$ 2,430.00	
29	2331.603	JOINT ADHESIVE (MASTIC)	LIN FT	19000.00	15,057.00	\$ 0.55	\$ 10,450.00	\$ 8,281.35	
30	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3.C)	TON	8603.00	8,179.32	\$ 45.00	\$ 387,135.00	\$ 368,069.40	
31	2360.502	TYPE SP 12.5 NON-WEAR COURSE MIX (3.C)	TON	5101.00	4,528.94	\$ 45.00	\$ 229,545.00	\$ 203,802.30	
32	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)	EACH	5.00	4.00	\$ 700.00	\$ 3,500.00	\$ 2,800.00	
33	2502.541	4" PERF PVC PIPE DRAIN	LIN FT	10000.00	9,915.22	\$ 4.00	\$ 40,000.00	\$ 39,660.88	
34	2506.522	ADJUST FRAME & RING CASTING	EACH	7.00	6.00	\$ 750.00	\$ 5,250.00	\$ 4,500.00	
35	2521.501	6" CONCRETE WALK	SQ FT	26920.00	26,689.00	\$ 4.75	\$ 127,870.00	\$ 126,772.75	
36	2521.511	3" BITUMINOUS WALK	SQ FT	70000.00	64,976.00	\$ 1.25	\$ 87,500.00	\$ 81,220.00	
37	2531.501	CONCRETE CURE & GUTTER DESIGN B618	LIN FT	16050.00	13,908.00	\$ 11.25	\$ 180,562.50	\$ 156,465.00	
38	2531.501	CONCRETE CURE & GUTTER DESIGN B624	LIN FT	25.00	64.00	\$ 26.60	\$ 665.00	\$ 1,702.40	
39	2531.502	CONCRETE CURE DESIGN B6	LIN FT	35.00	69.00	\$ 12.20	\$ 427.00	\$ 841.80	
40	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	900.00	788.00	\$ 62.00	\$ 55,800.00	\$ 48,856.00	
41	2531.603	CONCRETE CURE AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	100.00	121.00	\$ 22.50	\$ 2,250.00	\$ 2,722.50	
42	2531.603	CONCRETE CURE & GUTTER DESIGN B618 - TIP OUT	LIN FT	1300.00	1,088.00	\$ 11.50	\$ 14,950.00	\$ 12,512.00	
43	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	60.00	92.00	\$ 82.00	\$ 4,920.00	\$ 7,544.00	
44	2531.604	6" WING APRON	SQ YD	250.00	277.00	\$ 47.00	\$ 11,750.00	\$ 13,019.00	
45	2531.618	TRUNCATED DOWNS	SQ FT	604.00	560.00	\$ 40.00	\$ 24,160.00	\$ 22,400.00	
46	2540.601	LANDSCAPE RESTORATION ALLOWANCE	LUMP SUM	1.00	2.47	\$ 10,000.00	\$ 10,000.00	\$ 24,700.00	
47	2540.603	LANDSCAPE EDGER - STEEL	LIN FT	35.00		\$ 15.00	\$ 525.00	\$ -	
48	2550.602	ADJUST HANDHOLE	EACH	4.00	9.00	\$ 700.00	\$ 2,800.00	\$ 6,300.00	
49	2557.501	WIRE FENCE DESIGN 48V-9322	LIN FT	1070.00	1,011.00	\$ 26.00	\$ 27,820.00	\$ 26,286.00	

50	2563.601	TRAFFIC CONTROL	LUMP SUM	1.00	1.00	\$	20,000.00	\$	20,000.00	\$	20,000.00
51	2563.618	CONSTRUCTION SIGNS-SPECIAL	SQ FT	100.00	44.00	\$	22.00	\$	2,200.00	\$	968.00
52	2564.531	SIGN PANELS TYPE SPECIAL	SQ FT	24.00	24.00	\$	65.00	\$	1,560.00	\$	1,560.00
53	2564.531	SIGN PANELS TYPE C	SQ FT	604.00	640.74	\$	33.00	\$	19,932.00	\$	21,144.42
54	2564.537	INSTALL SIGN TYPE C	EACH	1.00	3.00	\$	185.00	\$	185.00	\$	555.00
55	2564.537	INSTALL SIGN TYPE D	EACH	2.00	2.00	\$	420.00	\$	840.00	\$	840.00
56	2564.602	8" PVC SIGN INSTALLATION SLEEVE	EACH	21.00	17.00	\$	57.00	\$	1,197.00	\$	969.00
57	2565.616	REVISE SIGNAL SYSTEM A	SYSTEM	1.00	1.00	\$	21,000.00	\$	21,000.00	\$	21,000.00
58	2565.616	REVISE SIGNAL SYSTEM B	SYSTEM	1.00	1.00	\$	7,700.00	\$	7,700.00	\$	7,700.00
59	2573.502	SILT FENCE; TYPE MS	LIN FT	15000.00	12,133.00	\$	2.00	\$	30,000.00	\$	24,266.00
60	2573.530	STORM DRAIN INLET PROTECTION	EACH	42.00	81.00	\$	150.00	\$	6,300.00	\$	12,150.00
61	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	7500.00	650.00	\$	2.00	\$	15,000.00	\$	1,300.00
62	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00		\$	3,500.00	\$	3,500.00	\$	-
63	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1.00	1.00	\$	1,500.00	\$	1,500.00	\$	1,500.00
64	2573.601	STORMWATER MANAGEMENT ALLOWANCE	LUMP SUM	1.00	0.23	\$	10,000.00	\$	10,000.00	\$	2,300.00
65	2574.525	BOULEVARD TOP SOIL BORROW	CU YD	5000.00	4,110.00	\$	23.00	\$	115,000.00	\$	94,530.00
66	2575.511	MULCH MATERIAL TYPE 1	TON	12.00		\$	190.00	\$	2,280.00	\$	-
67	2575.504	EROSION CONTROL BLANKET - FUTERRA F4 NETLESS BLANKET	SQ YD	2000.00	3,687.00	\$	2.00	\$	4,000.00	\$	7,374.00
68	2575.605	SEED MIXTURE 2F-131	ACRE	1.50	2.52	\$	1,700.00	\$	2,550.00	\$	4,284.00
69	2575.605	RAPID STABILIZATION METHOD 2 MOD	ACRE	0.25	0.32	\$	2,100.00	\$	525.00	\$	672.00
70	2575.605	SEED MIXTURE 3F-221	ACRE	1.50	1.50	\$	2,800.00	\$	4,200.00	\$	4,200.00
71	2575.605	SEED MIXTURE 2F-121	ACRE	2.50	2.50	\$	1,250.00	\$	3,125.00	\$	3,125.00
72	2575.607	LANDSCAPE ROCK	CU YD	10.00	5.00	\$	115.00	\$	1,150.00	\$	575.00
73	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	21000.00	20,375.00	\$	1.15	\$	24,150.00	\$	23,431.25
74	2582.501	PAVT MSSG EPOXY GR IN	SQ FT	336.00	315.00	\$	18.00	\$	6,048.00	\$	5,670.00
75	2582.502	4" SOLID LINE EPOXY GR IN	LIN FT	12300.00	12,433.00	\$	0.45	\$	5,535.00	\$	5,594.85
76	2582.502	8" SOLID LINE EPOXY GR IN	LIN FT	350.00	354.00	\$	2.50	\$	875.00	\$	885.00
77	2582.502	12" SOLID LINE EPOXY GR IN	LIN FT	155.00	182.00	\$	8.50	\$	1,317.50	\$	1,547.00
78	2582.502	8" DOTTED LINE EPOXY GR IN	LIN FT	135.00	103.00	\$	3.50	\$	472.50	\$	360.50
79	2582.502	4" DBLE SOLID LINE EPOXY GR IN	LIN FT	6900.00	7,550.00	\$	0.90	\$	6,210.00	\$	6,795.00
80	2582.503	CROSSWALK EPOXY GR IN	SQ FT	1212.00	1,374.00	\$	6.50	\$	7,878.00	\$	8,931.00

Schedule A Subtotal:

\$ 2,755,080.00 \$ 2,641,488.72

Schedule: B
Description: CP 2015-09D Storm Sewer Improvements

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

Schedule B Subtotal:

Schedule: C
Description: CP 2015-09D Water Main Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE WATER MAIN	LIN FT	160.00	182.00	\$ 9.50	\$ 1,520.00	\$ 1,729.00
2	2104.523	SALVAGE HYDRANT & VALVE	EACH	11.00	10.00	\$ 750.00	\$ 8,250.00	\$ 7,500.00
3	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	12.00	10.00	\$ 100.00	\$ 1,200.00	\$ 1,000.00
4	2104.602	REMOVE GATE VALVE AND CAP EXISTING CROSS	EACH	3.00	1.00	\$ 1,600.00	\$ 4,800.00	\$ 1,600.00
5	2504.602	WATERMAIN OFFSET	EACH	2.00	1.00	\$ 17,000.00	\$ 34,000.00	\$ 17,000.00
6	2504.602	FURNISH & INSTALL NEW RINGS AND CASTING (WATERMAIN)	EACH	12.00	10.00	\$ 900.00	\$ 9,000.00	\$ 9,000.00
7	2504.602	HYDRANT AND GATE VALVE	EACH	11.00	13.00	\$ 6,250.00	\$ 68,750.00	\$ 81,250.00
8	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS	EACH	12.00	18.00	\$ 1,500.00	\$ 18,000.00	\$ 27,000.00
9	2504.602	ADJUST CURB STOP	EACH	5.00	5.00	\$ 80.00	\$ 400.00	\$ -
10	2504.602	REMOVE AND REPLACE GATE VALVE BOX	EACH	12.00	8.00	\$ 600.00	\$ 7,200.00	\$ 4,800.00
11	2504.602	RECONSTRUCT BUTTERFLY VALVE MANHOLE	EACH	3.00	3.00	\$ 3,900.00	\$ 11,700.00	\$ -
12	2504.604	4" POLYSTYRENE INSULATION	SQ YD	100.00	165.00	\$ 36.00	\$ 3,600.00	\$ -
13	2504.608	DUCTILE IRON FITTINGS	POUND	1000.00	165.00	\$ 6.00	\$ 6,000.00	\$ 990.00
							\$ 176,220.00	\$ 151,869.00

Schedule C Subtotal:

Schedule: D								
Description: CP 2015-09D Sanitary Sewer Improvements								
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	17.00	16.00	\$ 100.00	\$ 1,700.00	\$ 1,600.00
2	2503.602	FURNISH & INSTALL NEW RINGS AND CASTING (SANITARY)	EACH	13.00	16.00	\$ 1,000.00	\$ 13,000.00	\$ 16,000.00
3	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	17.00	16.00	\$ 150.00	\$ 2,550.00	\$ 2,400.00
4	2503.602	RECONSTRUCT SANITARY SEWER MANHOLE	EACH	4.00	1.00	\$ 3,000.00	\$ 12,000.00	\$ 3,000.00
5	2503.602	SANITARY SEWER UMBRELLAS	EACH	17.00		\$ 75.00	\$ 1,275.00	\$ -
Schedule D Subtotal:							\$ 30,525.00	\$ 23,000.00

Schedule: E								
Description: CP 2015-09D College Trail Berm Reconstruction								
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2101.502	CLEARING	TREE	2.00	2.00	\$ 105.00	\$ 210.00	\$ 210.00
2	2101.507	GRUBBING	TREE	2.00	2.00	\$ 105.00	\$ 210.00	\$ 210.00
3	2104.501	REMOVE PIPE DRAIN	LIN FT	30.00	30.00	\$ 13.00	\$ 390.00	\$ 390.00
4	2104.509	REMOVE GATE VALVE	EACH	2.00	1.00	\$ 800.00	\$ 1,600.00	\$ 800.00
5	2104.602	REMOVE FLARED END SECTION	EACH	1.00	1.00	\$ 30.00	\$ 30.00	\$ 30.00
6	2104.604	SALVAGE SHORELAX	SQ YD	15.00	15.00	\$ 15.00	\$ 225.00	\$ 225.00
7	2105.601	COMMON EXCAVATION (P)	CU YD	300.00	300.00	\$ 17.00	\$ 5,100.00	\$ 5,100.00
8	2105.601	SITE GRADING	LUMP SUM	1.00	1.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
9	2411.521	GRANULAR BACKFILL (CV)	CU YD	300.00	300.00	\$ 10.00	\$ 3,000.00	\$ 3,000.00
10	2503.541	24" RC PIPE SEWER DES 3006 CL III	LIN FT	36.00	36.00	\$ 60.00	\$ 2,160.00	\$ 2,160.00
11	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00	1.00	\$ 1,225.00	\$ 1,225.00	\$ 1,225.00
12	2503.602	CONNECT TO EXISTING STORM SEWER STRUCTURE	EACH	1.00	1.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00
13	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	1.00	1.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00
14	2540.604	INSTALL SHORELAX	SQ YD	15.00	15.00	\$ 100.00	\$ 1,500.00	\$ 1,500.00
15	2573.502	SILT FENCE, TYPE MS	LIN FT	65.00	550.00	\$ 4.00	\$ 260.00	\$ 2,200.00
16	2575.511	MULCH MATERIAL TYPE 1	TON	0.40		\$ 190.00	\$ 76.00	\$ -
17	2575.604	EROSION CONTROL BLANKET – FUTERRA F4 NETLESS BLANKET	SQ YD	100.00	276.00	\$ 4.50	\$ 450.00	\$ 1,242.00
18	2575.605	SEED MIXTURE 3%-261	ACRE	0.10	0.10	\$ 2,000.00	\$ 200.00	\$ 200.00
19	2575.605	SEED MIXTURE 2%-121	ACRE	0.10	0.10	\$ 1,200.00	\$ 120.00	\$ 120.00
20	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	700.00	700.00	\$ 1.25	\$ 875.00	\$ 875.00
Schedule E Subtotal:							\$ 29,931.00	\$ 31,787.00

Alternate: 1								
Description: CP 2015-09D 80th Street Crossing								
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.503	REMOVE BITUMINOUS WALK	SQ FT	50.00	360.00	\$ 8.00	\$ 400.00	\$ 2,880.00
2	2104.505	REMOVE CONCRETE WALK	SQ YD	25.00	12.50	\$ 24.00	\$ 600.00	\$ 300.00
3	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	10.00	19.00	\$ 45.00	\$ 450.00	\$ 855.00
4	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	50.00	43.00	\$ 5.00	\$ 250.00	\$ 215.00
5	2104.523	SALVAGE SIGN TYPE C	EACH	2.00		\$ 38.00	\$ 76.00	\$ -
6	2211.501	AGGREGATE BASE CLASS 5	TON	10.00		\$ 80.00	\$ 800.00	\$ -
7	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3.C)	TON	2.00	4.30	\$ 300.00	\$ 600.00	\$ 1,290.00
8	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	TON	1.00	2.20	\$ 300.00	\$ 660.00	\$ 660.00
9	2521.501	6" CONCRETE WALK	SQ FT	100.00	112.00	\$ 16.20	\$ 1,620.00	\$ 1,814.40
10	2521.511	3" BITUMINOUS WALK	SQ FT	50.00	216.00	\$ 10.00	\$ 500.00	\$ 2,160.00
11	2531.618	TRUNCATED DOMES	SQ FT	50.00	38.00	\$ 40.00	\$ 2,000.00	\$ 1,520.00
12	2565.616	REVISE SIGNAL SYSTEM B	SYSTEM	1.00	1.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00
13	2582.503	CROSSWALK EPOXY GR IN	SQ FT	480.00	450.00	\$ 7.00	\$ 3,360.00	\$ 3,150.00
Alternate 1 Subtotal:							\$ 24,456.00	\$ 28,344.40

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

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1		FURNISH AND INSTALL 24" X 12" WET TAP	EACH	1.00	1.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
2		12" DIP WATERMAIN CL 52	LIN FT	55.00	55.00	\$ 85.00	\$ 4,675.00	\$ 4,675.00
3		12" WATERMAIN FLUG	EACH	1.00	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
4		PARKING LOT AND TURF RESTORATION	LUMP SUM	0.50	0.40	\$ 12,000.00	\$ 6,000.00	\$ 4,800.00
Schedule C Subtotal:							\$ 19,175.00	\$ 17,975.00

6

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

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1		SANITARY SEWER MANHOLE AND CASTING	EACH	1.00	1.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2		8" SDR 35 PVC SANITARY SEWER PIPE	LIN FT	10.00	2.00	\$ 95.00	\$ 950.00	\$ 190.00
3		CONNECT TO EXISTING SANITARY SEWER	EACH	1.00	1.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
4		PARKING LOT AND TURF RESTORATION	LUMP SUM	0.50	0.40	\$ 12,000.00	\$ 6,000.00	\$ 4,800.00
Schedule C Subtotal:							\$ 14,950.00	\$ 12,990.00

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

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1		INSTALL CONDUIT	LIN FT	40.00		\$ 10.00	\$ 400.00	\$ -
2		HAND-PILE/SPICE BOX COORDINATION	LUMP SUM	1.00		\$ 750.00	\$ 750.00	\$ -
Schedule D Subtotal:							\$ 1,150.00	\$ -

CP 2015-09D, 2018-08, 2018-11

CP 2015-09D, 2018-08, 2018-11

City of Inver Grove Heights

Broderick Reconstruction

Fire Station No. 2 Sewer and Water Improvements

Fire Station No. 2 Fiber Optic Improvements

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
A	CP 2015-09D Street Improvements	\$ 2,755,080.00	\$ 2,641,488.72
B	CP 2015-09D Storm Sewer Improvements	\$ 313,685.50	\$ 326,558.00
C	CP 2015-09D College Trail Berm Reconstruction	\$ 29,931.00	\$ 31,787.00
D	CP 2015-09D Water Main Improvements	\$ 176,220.00	\$ 151,869.00
E	CP 2015-09D Sanitary Sewer Improvements	\$ 30,525.00	\$ 23,000.00
1	CP 2015-09D 80th Street Crossing	\$ 24,456.00	\$ 28,344.40
F	CP 2018-08 Fire Station No. 2 Water Main Improvements	\$ 19,175.00	\$ 17,975.00
G	CP 2018-08 Fire Station No. 2 Sanitary Sewer Improvements	\$ 14,950.00	\$ 12,990.00
H	CP 2018-11 Fire Station No. 2 Fiber Optic Improvements	\$ 1,150.00	\$ -
Total Base Cost		\$ 3,329,897.50	\$ 3,203,047.12
Change Order No. 2 (Schedules F, G, and H)			
Change Order No. 4		\$ 35,275.00	\$ 30,965.00
Change Order No. 7		\$ 81,915.75	\$ 81,915.75
		\$ 33,934.04	\$ -
Total Contract Amount		\$ 3,481,022.29	
Contract Work Completed To Date			\$ 3,315,927.87
Retainage		5.00%	\$ 165,796.40
Previous Payments			\$ 3,125,596.78
Amount Due This Partial Payment #11			\$ 24,534.69

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 6, Final Pay Voucher No. 8, Engineer's Final Report, and Resolution Accepting Work 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: June 24, 2019

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572

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

Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Fund, Special Assessments, Water Fund, Sewer Fund, Agreements, 511 Water Fund

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 6, Final Pay Voucher No. 8, Engineer's Final Report, and Resolution Accepting Work 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).

Final Compensating Change Order No. 6, in the amount of \$(108,926.54), is to balance the contract amount with the work satisfactorily completed to date.

I recommend approval of Final Compensating Change Order No. 6 in the amount of \$(108,926.54), for a total contract amount of \$1,846,532.66, and Final Pay Voucher No. 8 in the amount of \$18,553.99 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).

SWD/nh

Attachments: Final Compensating Change Order No. 6
Final Pay Voucher No. 8
Engineer's Final Report
Resolution Accepting Work

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

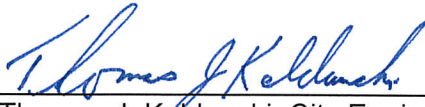
ESTIMATE NO: 8 (Eight) – FINAL
DATE: June 24, 2019
PERIOD ENDING: June 15, 2019
CONTRACT: 2016 Pavement Management Program
PROJECT NO: 2016-09D – 60th Street Area Reconstruction, 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail).

TO: Park Construction Company
1481 81st Ave NE
Minneapolis, MN 55432

Original Contract Amount	\$2,027,467.80
Total Addition (Change Order No. 3, 4, and 5)	\$45,979.00
Total Deduction (Change Order No. 1 and 6)	\$(226,914.14)
Total Contract Amount	\$1,846,532.66
Total Value of Work to Date	\$1,846,532.66
Less Retained (0%)	\$0.00
Less Previous Payment	\$1,827,978.67
Total Approved for Payment this Voucher	\$18,553.99
Total Payments including this Voucher	\$1,846,532.66

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through June 15, 2019.

Signed by:	 Thomas J. Kaldunski, City Engineer	<u>June 24, 2019</u>
Signed by:	_____ Park Construction Company.	_____ Date
Signed by:	_____ George Tourville, Mayor	<u>June 24, 2019</u>

FINAL COMPENSATING CHANGE ORDER NO. 6

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:	June 24, 2019
Contractor:	Park Construction Company 1481 81st Ave NE Minneapolis, MN 55432	Engineer:	Kimley-Horn and Associates

PURPOSE OF CHANGE ORDER

To balance the value of the work satisfactorily completed and total payments made to the Contractor.

Total Value of Work Completed to Date	\$1,846,532.66
Contract Amount to Date	\$1,955,459.20
Final Compensating Change Order Amount	\$(108,926.54)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$2,027,467.80	Original Contract Time:
Previous Change Orders \$(72,008.60)	Net Change from Previous Change Orders None
Contract Price Prior to this Change Order \$1,955,459.20	Contract Time Prior to this Change Order None
Net Increase (Decrease) of this Change Order \$(108,926.54)	Net Increase (Decrease) of Change Order None
Contract Price with all Approved Change Orders \$1,846,532.66	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:

June 24, 2019

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

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)

June 24, 2019

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

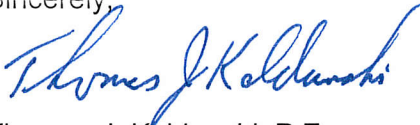
This is to advise you that I have received the work under contract to Park Construction Company
The work consisted of a street reconstruction and water and sewer improvements.

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

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

ORIGINAL CONTRACT PRICE	\$2,027,467.80
CHANGE ORDERS	\$(180,935.14)
FINAL CONTRACT AMOUNT	\$1,846,532.66
FINAL VALUE OF WORK	\$1,846,532.66
PREVIOUS PAYMENTS	\$1,827,978.67
BALANCE DUE	\$18,553.99

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

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

**RESOLUTION ACCEPTING WORK OF PARK CONSTRUCTION COMPANY AND AUTHORIZING
FINAL PAYMENT IN THE AMOUNT OF \$18,553.99**

**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)**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated May 9, 2016, Park Construction Company, satisfactorily completed improvements and appurtenances 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).

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

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

Adopted by the City Council of Inver Grove Heights this 24th day of June, 2019.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joe Lynch, Interim Deputy City Clerk

PAYMENT DETAIL LIST

Contract: CP 2016-09D, CP 2016-10, and CP 2015-12
 Owner: City of Inver Grove Heights
 Projects: 60th Street Area Reconstruction
 60th Street Area Utility Improvements
 (Phase 1) NWA Trunk Watermain Improvements - 65th Street Loop (Argenta Trail to Babcock Trail)
 160509026

KHA Job No:

Schedule: A

Description: CP 2016-09D Street Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LUMP SUM	1.00	1.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
2	2031.501	FIELD OFFICE	LUMP SUM	1.00		\$ 8,800.00	\$ 8,800.00	\$ -
3	2101.501	CLEARING	ACRE	0.35	0.35	\$ 11,700.00	\$ 4,095.00	\$ 4,095.00
4	2101.502	CLEARING	TREE	15.00	11.00	\$ 264.00	\$ 3,960.00	\$ 2,904.00
5	2101.506	GRUBBING	ACRE	0.35	0.35	\$ 11,700.00	\$ 4,095.00	\$ 4,095.00
6	2101.507	GRUBBING	TREE	15.00	11.00	\$ 176.00	\$ 2,640.00	\$ 1,936.00
7	2104.501	REMOVE WIRE FENCE	LIN FT	53.00	53.00	\$ 16.50	\$ 874.50	\$ 874.50
8	2104.501	REMOVE CURB AND GUTTER	LIN FT	8700.00	6540.00	\$ 3.15	\$ 27,405.00	\$ 20,601.00
9	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	1005.00	632.00	\$ 7.85	\$ 7,889.25	\$ 4,961.20
10	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	1510.00	897.00	\$ 7.00	\$ 10,570.00	\$ 6,279.00
11	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	14200.00	13295.00	\$ 2.75	\$ 39,050.00	\$ 36,561.25
12	2104.523	SALVAGE SIGN TYPE C	EACH	7.00	7.00	\$ 46.40	\$ 324.80	\$ 324.80
13	2105.501	COMMON EXCAVATION (P)	CU YD	15879.00	15879.00	\$ 13.40	\$ 212,778.60	\$ 212,778.60
14	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	1000.00		\$ 17.20	\$ 17,200.00	\$ -
15	2105.522	SELECT GRANULAR BOFROW (CV)	CU YD	12500.00	11930.83	\$ 22.70	\$ 283,750.00	\$ 270,829.84
16	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	19000.00	15220.00	\$ 1.50	\$ 28,500.00	\$ 22,830.00
17	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	75.00	16.50	\$ 129.00	\$ 9,675.00	\$ 2,128.50
18	2130.601	WATER USAGE ALLOWANCE	LUMP SUM	1.00		\$ 3,500.00	\$ 3,500.00	\$ -
19	2211.501	AGGREGATE BASE (CV) CLASS 5	TON	4580.00	8711.14	\$ 14.60	\$ 66,868.00	\$ 127,182.64
20	2211.501	AGGREGATE BASE (CV) CLASS 5 (100% CRUSHED LIMESTONE)	TON	760.00		\$ 20.90	\$ 15,884.00	\$ -
21	2211.609	STABILIZING AGGREGATE	TON	100.00		\$ 43.30	\$ 4,330.00	\$ -
22	2232.604	EDGE MILL BITUMINOUS SURFACE	SQ YD	175.00	63.00	\$ 4.35	\$ 761.25	\$ 274.05
23	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	1600.00	1505.90	\$ 63.70	\$ 101,920.00	\$ 95,925.83
24	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	TON	1600.00	1533.64	\$ 58.60	\$ 93,760.00	\$ 89,871.30
25	2360.604	TYPE SP 9.5 WEARING COURSE MIX (2.E) (DRIVEWAY MIX)	TON	350.00	196.00	\$ 162.00	\$ 56,700.00	\$ 31,752.00
26	2411.607	HIGH EARLY STRENGTH CONCRETE	CU YD	100.00		\$ 16.30	\$ 1,630.00	\$ -
27	2501.602	EXCAVATION SPECIAL (FOTHOLE EXISTING UTILITY)	EACH	5.00	4.00	\$ 735.00	\$ 3,675.00	\$ 2,940.00
28	2502.501	4" PRECAST CONCRETE HEADWALL	EACH	1.00	1.00	\$ 276.00	\$ 276.00	\$ 276.00
29	2502.541	4" PERF PVC PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LIN FT	7000.00	7000.00	\$ 7.70	\$ 53,900.00	\$ 53,900.00
30	2504.601	IRRIGATION SYSTEM REPAIR ALLOWANCE	LUMP SUM	1.00		\$ 15,000.00	\$ 15,000.00	\$ -
31	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	7000.00	6409.00	\$ 12.60	\$ 88,200.00	\$ 80,753.40
32	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	1005.00	710.00	\$ 46.40	\$ 46,632.00	\$ 32,944.00
33	2531.601	DECORATIVE DRIVEWAY ALLOWANCE	LUMP SUM	1.00		\$ 10,000.00	\$ 10,000.00	\$ 1,200.00
34	2531.602	PEDESTRIAN CURB RAMP	EACH	1.00	1.00	\$ 1,240.00	\$ 1,240.00	\$ 1,240.00
35	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	200.00	103.00	\$ 18.60	\$ 3,720.00	\$ 1,915.80
36	2531.603	CONCRETE RIBBON CURB	LIN FT	160.00	290.00	\$ 16.50	\$ 2,640.00	\$ 4,785.00
37	2540.601	BOULEVARD LANDSCAPING ALLOWANCE	LUMP SUM	1.00	0.10	\$ 15,000.00	\$ 15,000.00	\$ 1,500.00
38	2540.601	MAILBOX MAINTENANCE	LUMP SUM	1.00	1.03	\$ 6,010.00	\$ 6,010.00	\$ 6,190.30
39	2563.601	TRAFFIC CONTROL ALLOWANCE	LUMP SUM	1.00	0.53	\$ 15,000.00	\$ 15,000.00	\$ 7,950.00

40	2564.531	SIGN PANELS TYPE C	SQ FT	66.00	104.30	\$	87.70	\$	5,788.20	\$	9,147.11
41	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	2.00	2.00	\$	155.00	\$	310.00	\$	310.00
42	2572.505	TREE PRUNING	HOURL	5.00		\$	235.00	\$	1,175.00	\$	-
43	2573.502	SILT FENCE, TYPE MS	LIN FT	900.00	454.00	\$	2.10	\$	1,890.00	\$	953.40
44	2573.530	STORM DRAIN INLET PROTECTION	EACH	31.00	25.00	\$	168.00	\$	5,208.00	\$	4,200.00
45	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	750.00	600.00	\$	3.15	\$	2,362.50	\$	1,890.00
46	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00		\$	1,960.00	\$	1,960.00	\$	-
47	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1.00	1.00	\$	2,630.00	\$	2,630.00	\$	2,630.00
48	2573.601	DEWATERING (EXCAVATION)	LUMP SUM	1.00	1.00	\$	9,120.00	\$	9,120.00	\$	9,120.00
49	2573.601	STORM WATER MANAGEMENT ALLOWANCE	LUMP SUM	1.00	0.82	\$	10,000.00	\$	10,000.00	\$	8,200.00
50	2574.525	BOULEVARD TOPSOIL BORROW	CU YD	1500.00	1174.00	\$	31.60	\$	47,400.00	\$	37,098.40
51	2575.511	MULCH MATERIAL TYPE 1	TON	4.50		\$	342.00	\$	1,539.00	\$	-
52	2575.601	RESTORATION OF STAGING AREAS	LUMP SUM	1.00	1.00	\$	990.00	\$	990.00	\$	990.00
53	2575.605	RAPID STABILIZATION METHOD TYPE 2 MOD	ACRE	0.25		\$	842.00	\$	210.50	\$	-
54	2575.605	SEED MIXTURE 25-151	ACRE	1.90	1.90	\$	316.00	\$	600.40	\$	600.40
55	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	6850.00	13147.00	\$	1.60	\$	10,960.00	\$	21,035.20
56	2331.603	JOINT ADHESIVE (MASTIC)	LIN FT	7160.00		\$	0.57	\$	4,081.20	\$	-
57	2557.603	TEMPORARY ORANGE CONSTRUCTION FENCE	LIN FT	300.00	123.00	\$	7.10	\$	2,130.00	\$	873.30

Schedule A Subtotal: \$ 1,476,608.20 \$ 1,328,846.82

Schedule: B
Description: CP 2016-09D Storm Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE SEWER PIPE (5'ORM)	LIN FT	425.00	306.00	\$ 16.20	\$ 6,885.00	\$ 4,957.20
2	2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	6.00	7.00	\$ 352.00	\$ 2,112.00	\$ 2,464.00
3	2105.501	COMMON EXCAVATION (2')	CU YD	987.00	987.00	\$ 30.70	\$ 30,300.90	\$ 30,300.90
4	2501.602	15" RC PIPE ARPON AND TRASH GUARD	EACH	1.00	1.00	\$ 844.00	\$ 844.00	\$ 844.00
5	2501.602	24" RC PIPE ARPON AND TRASH GUARD	EACH	1.00	1.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00
6	2501.602	36" RC PIPE ARPON AND TRASH GUARD	EACH	1.00	1.00	\$ 2,020.00	\$ 2,020.00	\$ 2,020.00
7	2503.542	15" RC PIPE SEWER DES 3006 CL V	LIN FT	779.00	525.00	\$ 36.50	\$ 28,433.50	\$ 19,162.50
8	2503.542	18" RC PIPE SEWER DES 3006 CL V	LIN FT	166.00	166.00	\$ 38.50	\$ 6,391.00	\$ 6,391.00
9	2503.542	24" RC PIPE SEWER DES 3006 CL III	LIN FT	314.00	314.00	\$ 42.00	\$ 13,188.00	\$ 13,188.00
10	2503.542	24" RC PIPE SEWER DES 3006 CL IV	LIN FT	90.00	90.00	\$ 46.50	\$ 4,185.00	\$ 4,185.00
11	2503.542	36" RC PIPE SEWER DES 3006 CL IV	LIN FT	83.00	83.00	\$ 76.70	\$ 6,366.10	\$ 6,366.10
12	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	4.00	4.00	\$ 882.00	\$ 3,528.00	\$ 3,528.00
13	2503.602	BULKHEAD EXISTING STORM SEWER	EACH	3.00	7.00	\$ 309.00	\$ 927.00	\$ 2,163.00
14	2506.502	CONST DRAINAGE STRUCTURE DES 2' X 3' CB	EACH	6.00	5.00	\$ 1,710.00	\$ 10,260.00	\$ 8,550.00
15	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	15.00	12.00	\$ 2,570.00	\$ 38,550.00	\$ 30,840.00
16	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	4.00	4.00	\$ 3,870.00	\$ 15,480.00	\$ 15,480.00
17	2506.602	OUTLET CONTROL STRUCTURE	EACH	1.00	1.00	\$ 4,140.00	\$ 4,140.00	\$ 4,140.00
18	2511.501	RANDOM RIPRAP CLASS IV	CU YD	39.00	54.00	\$ 90.60	\$ 3,533.40	\$ 4,892.40
19	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	104.00	104.00	\$ 2.10	\$ 218.40	\$ 218.40
20	2575.604	EROSION STABILIZATION MAT - ENKAMAT	SQ YD	116.00	52.60	\$ 213.00	\$ 24,708.00	\$ 11,203.80
21	2575.605	SEED MIXTURE 33-261	ACRE	0.10	0.10	\$ 426.00	\$ 42.60	\$ 42.60
22	2575.605	SEED MIXTURE 34-181	ACRE	0.10		\$ 445.00	\$ 44.50	\$ -
23	2575.605	SEED MIXTURE 36-211	ACRE	0.15	0.15	\$ 480.00	\$ 72.00	\$ 72.00

Schedule B Subtotal: \$ 203,529.40 \$ 172,308.90

Schedule: C
Description: CP 2016-09D Rain Garden Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2411.602	LIMESTONE SPLASH BLOCK	EACH	3.00		\$ 158.00	\$ 474.00	\$ -
2	2502.541	4" PERF PVC PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LIN FT	90.00		\$ 4.20	\$ 378.00	\$ -
3	2502.602	INSTALL 4" PVC PIPE DRAIN CLEANOUT	EACH	6.00		\$ 22.10	\$ 132.60	\$ -
4	2504.602	4" KNIFE VALVE & BOX	EACH	3.00		\$ 82.10	\$ 246.30	\$ -
5	2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	3.00		\$ 3,230.00	\$ 9,690.00	\$ -
6	2540.603	LANDSCAPE EDGER - PLASTIC	LIN FT	120.00		\$ 9.50	\$ 1,140.00	\$ -
7	2571.618	RAIN GARDEN PREPARATION, SAND AND BEDDING	SQ FT	600.00		\$ 10.50	\$ 6,300.00	\$ -
8	2571.618	RAIN GARDEN RETAINING WALL, BOULDER	SQ FT	50.00		\$ 31.60	\$ 1,580.00	\$ -

Schedule C Subtotal:

\$ 19,940.90 \$ -

Schedule: D
Description: CP 2016-10 Watermain Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2103.507	DISCONNECT WATER SERVICE	EACH	8.00	3.00	\$ 294.00	\$ 2,352.00	\$ 882.00
2	2104.501	REMOVE WATER MAIN	LIN FT	30.00	51.00	\$ 29.40	\$ 882.00	\$ 1,499.40
3	2104.501	REMOVE WATER SERVICE	EACH	8.00	3.00	\$ 588.00	\$ 4,704.00	\$ 1,764.00
4	2104.523	SALVAGE HYDRANT AND VALVE	EACH	8.00	9.00	\$ 294.00	\$ 2,352.00	\$ 2,646.00
5	2211.609	CRUSHED ROCK PIPE BEDDING	TON	25.00	54.99	\$ 26.40	\$ 660.00	\$ 1,451.74
6	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	4.00	6.00	\$ 1,050.00	\$ 4,200.00	\$ 6,300.00
7	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS	EACH	4.00	4.00	\$ 1,590.00	\$ 6,360.00	\$ 6,360.00
8	2504.602	WATERMAIN OFFSET	EACH	1.00	1.00	\$ 2,840.00	\$ 2,840.00	\$ 2,840.00
9	2504.602	WATERMAIN SERVICE ADJUSTMENT	EACH	5.00		\$ 834.00	\$ 4,170.00	\$ -
10	2504.602	CURB STOP AND BOX	EACH	8.00	4.00	\$ 453.00	\$ 3,624.00	\$ 1,812.00
11	2504.602	HYDRANT AND GATE VALVE	EACH	9.00	9.00	\$ 5,360.00	\$ 48,240.00	\$ 48,240.00
12	2504.602	RECONNECT WATER SERVICE	EACH	8.00	3.00	\$ 335.00	\$ 2,680.00	\$ 1,005.00
13	2504.602	ADJUST GATE VALVE	EACH	4.00	4.00	\$ 281.00	\$ 1,124.00	\$ 1,124.00
14	2504.602	1" CORPORATION STOP	EACH	8.00	3.00	\$ 394.00	\$ 3,152.00	\$ 1,182.00
15	2504.602	CUT IN 6" GATE VALVE	EACH	3.00	3.00	\$ 2,490.00	\$ 7,470.00	\$ 7,470.00
16	2504.602	ADJUST CURB STOP	EACH	34.00	35.00	\$ 245.00	\$ 8,330.00	\$ 8,575.00
17	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	30.00	47.00	\$ 77.80	\$ 2,334.00	\$ 3,656.60
18	2504.603	1" TYPE K COPPER PIPE	LIN FT	350.00	142.00	\$ 27.70	\$ 9,695.00	\$ 3,933.40
19	2504.604	4" POLYSTYRENE INSULATION	SQ YD	50.00	8.00	\$ 39.80	\$ 1,990.00	\$ 318.40
20	2504.608	DUCTILE IRON FITTINGS	POUND	1000.00	600.00	\$ 3.95	\$ 3,950.00	\$ 2,370.00

Schedule D Subtotal:

\$ 121,109.00 \$ 103,429.54

Schedule: E
Description: CP 2016-10 Sanitary Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE SEWER PIPE (SANITARY)	LIN FT	84.00	84.00	\$ 14.70	\$ 1,234.80	\$ 1,234.80
2	2104.501	REMOVE SEWER SERVICE	EACH	1.00	3.00	\$ 883.00	\$ 883.00	\$ 2,649.00
3	2104.602	SALVAGE CASTING AND RINGS (SANITARY)	EACH	13.00	13.00	\$ 141.00	\$ 1,833.00	\$ 1,833.00
4	2211.609	CRUSHED ROCK PIPE BEDDING	TON	25.00	76.00	\$ 48.50	\$ 1,212.50	\$ 3,686.00
5	2503.511	8" DUCTILE IRON PIPE SEWER CL 52	LIN FT	84.00	84.00	\$ 70.20	\$ 5,896.80	\$ 5,896.80
6	2503.511	8" PVC PIPE SEWER SDR 35	LIN FT	50.00	50.00	\$ 40.50	\$ 2,025.00	\$ 2,025.00
7	2503.602	CONNECT TO EXISTING MANHOLE	EACH	4.00	5.00	\$ 882.00	\$ 3,528.00	\$ 4,410.00
8	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	15.00	15.00	\$ 261.00	\$ 3,915.00	\$ 3,915.00
9	2503.602	INSTALL NEW RINGS AND CASTING	EACH	4.00	7.40	\$ 268.00	\$ 4,195.80	\$ 4,195.80
10	2503.602	LOCATE SANITARY SEWER SERVICE	EACH	6.00	3.00	\$ 588.00	\$ 3,528.00	\$ 1,764.00
11	2503.602	RECONSTRUCT SANITARY MANHOLE	EACH	9.00	7.00	\$ 597.00	\$ 5,373.00	\$ 4,179.00
12	2503.602	SANITARY SEWER SERVICE REPLACEMENT	EACH	6.00	3.00	\$ 1,760.00	\$ 10,560.00	\$ 5,280.00
13	2503.602	SANITARY SEWER UMBRELLAS	EACH	15.00	15.00	\$ 379.00	\$ 5,685.00	\$ 5,685.00
14	2506.602	SANITARY SEWER MANHOLE 48"	EACH	2.00	2.00	\$ 2,470.00	\$ 4,940.00	\$ 4,940.00

Schedule E Subtotal:

\$ 52,882.10 \$ 51,693.40

Schedule: F
Description: CP 2015-12 NWA Trunk Watermain Improvements - 65th Street Loop (Argenta Trail to Babcock Trail) Phase 1

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2101.501	CLEARING	ACRE	0.10	0.10	\$ 11,700.00	\$ 1,170.00	\$ 1,170.00
2	2101.502	CLEARING	TREE	2.00	10.00	\$ 264.00	\$ 528.00	\$ 2,640.00
3	2101.506	GRUBBING	ACRE	0.10	0.10	\$ 11,700.00	\$ 1,170.00	\$ 1,170.00
4	2101.507	GRUBBING	TREE	2.00	10.00	\$ 176.00	\$ 352.00	\$ 1,760.00
5	2118.501	AGGREGATE SURFACING CLASS 2	TON	200.00		\$ 30.50	\$ 6,100.00	\$ -
6	2504.602	16" BUTTERFLY GATE VALVE	EACH	1.00	1.00	\$ 3,140.00	\$ 3,140.00	\$ 3,140.00
7	2504.602	HYDRANT AND GATE VALVE	EACH	1.00	1.00	\$ 5,350.00	\$ 5,350.00	\$ 5,350.00
8	2504.603	16" WATERMAIN DUCTILE IRON CL 52	LIN FT	1085.00	1085.00	\$ 64.30	\$ 69,765.50	\$ 69,765.50
9	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	10.00		\$ 87.30	\$ 873.00	\$ -
10	2504.603	BUTTERFLY VALVE MANHOLE	LIN FT	8.00	8.00	\$ 917.00	\$ 7,336.00	\$ 7,336.00
11	2504.604	4" POLYSTYRENE INSULATION	SQ YD	90.00	171.00	\$ 39.80	\$ 3,582.00	\$ 6,805.80
12	2504.608	DUCTILE IRON FITTINGS	POUND	4000.00	2750.00	\$ 3.80	\$ 15,200.00	\$ 10,450.00
13	2550.602	MARKING POST	EACH	1.00	1.00	\$ 97.90	\$ 97.90	\$ 97.90
14	2573.502	SILT FENCE, TYPE MS	LIN FT	2280.00	3119.00	\$ 2.10	\$ 4,788.00	\$ 6,549.90
16	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	150.00	705.00	\$ 3.15	\$ 472.50	\$ 2,220.75
17	2575.605	SEED MIXTURE 35-221	ACRE	2.20	3.30	\$ 445.00	\$ 979.00	\$ 1,468.50
18	2211.501	AGGREGATE BASE (CV) CLASS 5	TON	225.00	125.82	\$ 17.50	\$ 3,937.50	\$ 2,201.85
19	2574.525	BOULEVARD TOPSOIL BORROW	CU YD	80.00		\$ 31.60	\$ 2,528.00	\$ -
20	2575.560	HYDRAULIC BONDED FIBER MATRIX	POUND	7700.00	5900.00	\$ 1.60	\$ 12,320.00	\$ 9,440.00

Schedule F Subtotal:

\$ 139,689.40 \$ 131,566.20

Alternate: 1

Description: CP 2015-12 63rd Street Sanitary Sewer Extension

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2503.511	8" PVC PIPE SEWER SDF 26	LIN FT	64.00	64.00	\$ 41.70	\$ 2,668.80	\$ 2,668.80
2	2503.602	CONNECT TO EXISTING MANHOLE	EACH	1.00	1.00	\$ 1,460.00	\$ 1,460.00	\$ 1,460.00
3	2506.602	FORCEMAIN DISCHARGE MANHOLE	EACH	1.00	1.00	\$ 9,580.00	\$ 9,580.00	\$ 9,580.00

Alternate 1 Subtotal: \$ 13,708.80 \$ 13,708.80

COST SUMMARY

Contract: CP 2016-09D, CP 2016-10 and CP 2015-12

Owner: City of Inver Grove Heights

Projects: 60th Street Area Reconstruction

60th Street Area Utility Improvements

(Phase 1) NWA Trunk Watermain Improvements - 65th Street Loop (Argenta Trail to Babcock Trail)

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
A	CP 2016-09D Street Improvements	\$ 1,476,608.20	\$ 1,328,846.82
B	CP 2016-09D Storm Sewer Improvements	\$ 203,529.40	\$ 172,308.90
C	CP 2016-09D Rain Garden Improvements	\$ 19,940.90	\$ -
D	CP 2016-10 Watermain Improvements	\$ 121,109.00	\$ 103,429.54
E	CP 2016-10 Sanitary Sewer Improvements	\$ 52,882.10	\$ 51,693.40
F	CP 2015-12 NWA Trunk Watermain Improvements - 65th Street Loop (Argenta Trail to Babcock Trail) Phase 1	\$ 139,689.40	\$ 131,566.20
Alt 1	CP 2015-12 63rd Street Sanitary Sewer Extension	\$ 13,708.80	\$ 13,708.80
Total Base Cost Plus Alternate 1		\$ 2,027,467.80	\$ 1,801,553.66

Change Order No. 1	\$ (117,987.60)
Change Order No. 2 (Phasing Only)	\$ -
Change Order No. 3	\$ 22,630.88
Change Order No. 4	\$ 5,165.50
Change Order No. 5	\$ 18,182.62
Deductions per Contract	\$ (1,000.00)
Final Compensating Change Order No. 6	\$ (108,926.54)

Total Contract Amount	\$ 1,846,532.66
Contract Work Completed To Date	\$ 1,846,532.66
Retainage 0.00%	\$ -
Previous Payments	\$ 1,827,978.67
Amount Due This Final Payment #8	\$ 18,553.99

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 4 and Pay Voucher No. 8 for City Project Nos. 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

Meeting Date: June 24, 2019

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572 *TJK*

Prepared by: Thomas J. Kaldunski, City Engineer

Reviewed by: Scott D. Thureen, Public Works Director *SAT 8/2*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Change Order No. 4 and Pay Voucher No. 8 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.

Change Order No. 4 is for additional erosion control maintenance and access requirements associated with the project being idled through the winter. Pay Voucher No. 8 is for work that occurred through May 31, 2019 and includes erosion control, driveway placement, curb and gutter, and restoration for the 65th Street and T.H. 3 intersection improvements and watermain installation.

I recommend approval of Change Order No. 4 in the amount of \$13,637.94 for a revised contract amount of 3,884,663.25 and Pay Voucher No. 8, in the amount of \$ 32,482.91 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: Change Order No. 4
Pay Voucher No. 8

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

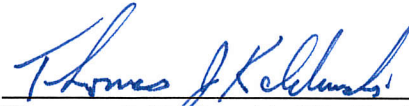
ESTIMATE NO: 8 (eight)
DATE: June 24, 2019
PERIOD ENDING: May 31, 2019
PROJECT NO: City Project Nos. 2017-03 – Watermain Improvements 65th Street Loop
and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

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

Original Contract Amount	\$3,822,211.12
Total Addition	\$62,452.13
Total Deduction	\$0.00
Total Contract Amount.....	\$3,884,663.25
Total Value of Work to Date (includes stored materials).....	\$3,406,688.86
Less Retained (5%)	\$170,334.44
Less Previous Payment.....	\$3,203,871.51
Total Approved for Payment this Voucher	\$32,482.91
Total Payments including this Voucher	\$3,236,354.42

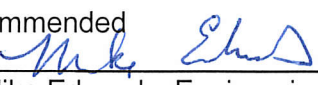
Approvals:

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

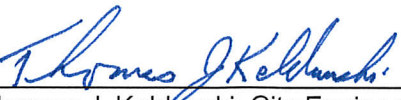
Signed by:	 Thomas J. Kaldunski, City Engineer	<u>June 24, 2019</u> Date
Signed by:	_____ Max Steininger, Inc.	_____ Date
Signed by:	_____ George Tourville, Mayor	<u>June 24, 2019</u> Date

CHANGE ORDER NO. 4

City Project Nos. 2017-03 & 2017-24 Watermain Improvements 65th Street Loop and T.H. 3 Intersection Improvements for 65th Street

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: June 24, 2019
Contractor: Max Steininger, Inc.	Engineer: WSB, Inc.
<u>Purpose of Change Order</u> To pay for costs associated with additional erosion control and access maintenance associated with having a project shut down for winter conditions. Price includes costs for an additional temporary storm culvert, silt fence repair due to snow mobile damage, additional erosion control to meet NPDES permit requirements, and snow removal to allow for Xcel to access power pole for relocation.	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 3,822,211.12	Original Contract Time:
Previous Change Order No. 1, 2, & 3 \$ 48,814.19	Net Change from Previous Change Orders: 0
Contract Price Prior to this Change Order \$ 3,871,025.31	Contract Time Prior to this Change Order
Net Increase of this Change Order: \$ 13,637.94	Net Increase of Change Order:
Contract Price with all Approved Change Orders \$ 3,884,663.25	Contract Time with Approved Change Orders
Recommended By:  Mike Edwards, Engineering Technician	Approved By: _____ Max Steininger, Inc.

Approved By:


Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

June 24, 2019

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 2 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 – HVP Site Borrow Placement

Meeting Date: June 24, 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

STW
SB

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Change Order No. 2 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 – HVP Site 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 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 – HVP Site Borrow Placement.

City staff has been working with the residents at 1680 and 1690 Atwater Path on the retaining wall removal and slope stabilization work along Stark Lake. Both residences have roof drains in the front and back that daylight in the side yard area between the homes which flows overland towards Stark Lake and poses a threat to the stability of the steep slope. To better protect the engineered slope, Bolton & Menk and AET have worked with staff on a final design to collect stormwater runoff from the roof drains of abutting homes and pipe it into a storm sewer and sump basket system. The homeowners are responsible for connecting the drain spout to the sump basket provided.

The work described above will require a change order to the construction contract. Staff has received pricing from the Contractor, Veit & Company, Inc., to furnish and install the necessary piping. The change order pricing has been reviewed and is acceptable. The change order will apply to Schedule 4, Slope Stabilization, which is being funded by the City Stormwater Utility as part of City Project No. 2018-09D.

The following is a summary of Change Order No. 2:

DESCRIPTION	UNIT	TOTAL QTY	UNIT COST	AMOUNT
6" SOLID PVC PIPE DRAIN, SDR 26	LF	56.00	\$11.05	\$618.80
15" RC PIPE SEWER CLASS V	LF	129.00	\$63.70	\$8,217.30
CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	2.00	\$4,370.00	\$8,740.00
CONSTRUCT DRAINAGE STRUCTURE TYPE SUMP BASKET	EACH	4.00	\$1,460.00	\$5,840.00
CONNECT TO EXISTING STORM STRUCTURE	EACH	1.00	\$990.00	\$990.00
IRRIGATION REPAIRS ALLOWANCE	LS	1.00	\$2,500.00	\$2,500.00
SODDING TYPE LAWN	SY	295	\$15.00	\$4,425.00
6" SOLID PVC PIPE DRAIN, SDR 26	LF	56.00	\$11.05	\$618.80
TOTAL				\$31,331.10

I recommend approval of Change Order No. 2 in the amount of 31,331.10 (for a revised contract amount of \$1,421,623.15) for work on 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 – HVP Site Borrow Placement.

SWD/kf

Attachments: Change Order No. 2
Plan Sheet

CHANGE ORDER NO. 2

**2019 PAVEMENT MANAGEMENT PROGRAM
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 – HVP SITE BORROW PLACEMENT**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: June 24, 2019
Contractor: Veit & Company, Inc. 14000 Veit Place Rogers, MN 55374	Engineer: Bolton & Menk, Inc.
PURPOSE OF CHANGE ORDER: A storm sewer and draintile / sump basket system is being added between 1680 and 1690 Atwater Path to control overland roof drain conveyance. This will help prevent long-term erosion of the proposed slope stabilization.	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Proposed Contract Price: \$1,430,292.05	Original Contract Time:
Previous Change Orders (\$40,000)	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$1,390,292.05	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order \$31,331.10	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$1,421,623.15	Contract Time with Approved Change
Recommended By: Nick Hahn, Engineering Technician	Approved By: Veit & Company, Inc.

Approved By:

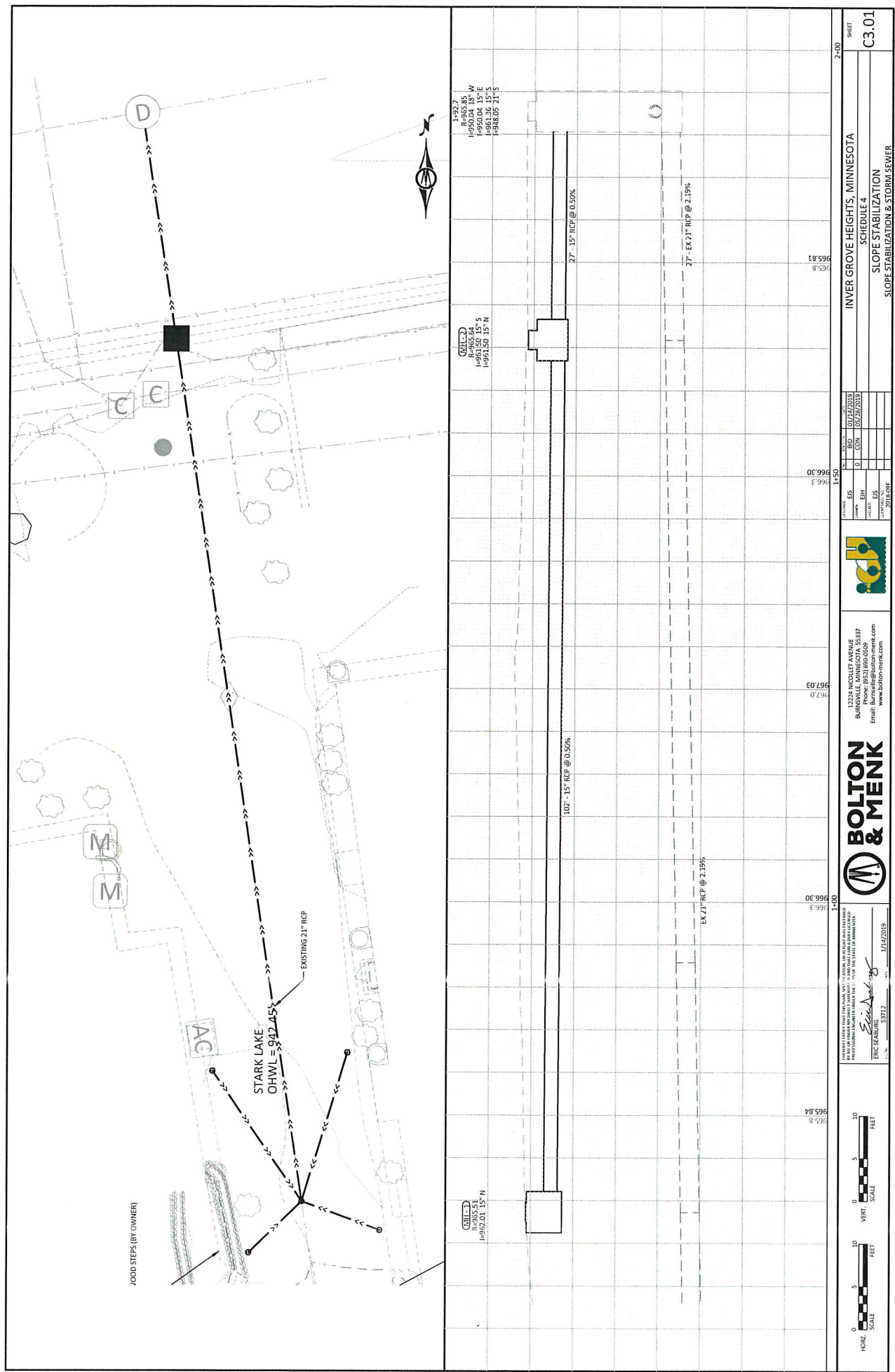
Approved By:

Date of Council Action:

Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

June 24, 2019



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving a Temporary Easement Agreement at 1690 Atwater Path for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements

Meeting Date: June 24, 2019

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572 TJK SWD

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 at 1690 Atwater Path for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements.

SUMMARY

Staff has worked with the property owner on the necessary Temporary Construction Agreement for grading and disturbance outside the existing Permanent Drainage and Utility Easement.

The temporary construction easement allows the City to make necessary modifications to the landowner property to complete the slope repair and extension of the storm sewer. Grading, tree trimming, and a deck stair removal will be necessary to complete the project. Staff has met with the property owner and came to an agreement on the disturbance and restoration.

Staff recommends approval of the resolution approving a Temporary Easement Agreement at 1690 Atwater Path for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements.

SWD/kf

Attachments: Resolution

Temporary Construction Easement Agreement

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

**RESOLUTION APPROVING TEMPORARY EASEMENT AGREEMENT AT 1690 ATWATER
PATH FOR CITY PROJECT NO. 2018-09D – ATWATER PATH PAVEMENT REPLACEMENT
AND STORMWATER IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, City Project No. 2018-09D was ordered on January 14, 2019 and the assessment hearing for the project was held on May 28, 2019; and

WHEREAS, a temporary easement is required for grading, brush removal, tree trimming, and deck stair removal at 1690 Atwater Path that will affect City Project No. 2018-09D.

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

The following agreement is hereby approved by Mayor and Council:

1. Temporary Construction Agreement with Margaret Schmidt, 1690 Atwater Path.

Adopted by the City Council of Inver Grove Heights this 24th day of June 2019

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator/Interim Deputy Clerk

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made, granted and conveyed this 28th day of May, 2019, between **Margaret M. Schmidt**, a single person, 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 any trees, brush, herbage, undergrowth and other obstructions interfering

with the location and construction of City Project No. 2018-09D (Atwater Path Reconstruction Project) 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, her successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

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

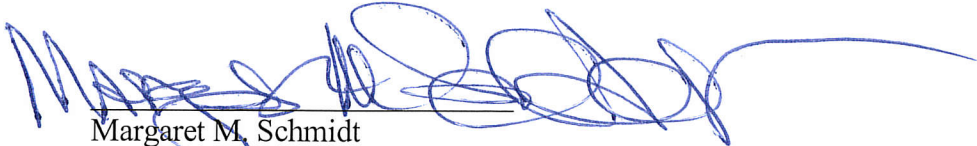
This Temporary Easement shall expire upon the occurrence of either of the following events or dates, whichever occurs first:

- a. One (1) year after substantial completion of City Project No. 2019-09D (Atwater Path Reconstruction Project); or
- b. December 31, 2020.

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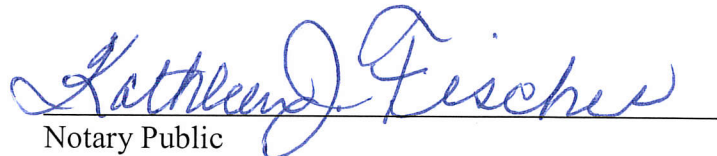
IN TESTIMONY WHEREOF, the Landowner and the City have caused this Temporary Construction Easement to be executed as of the day and year first above written.

LANDOWNER:


Margaret M. Schmidt

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 4th day of June, 2019, by Margaret M. Schmidt, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.


Notary Public



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 ^{24th} day of ~~May~~ ^{June}, 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

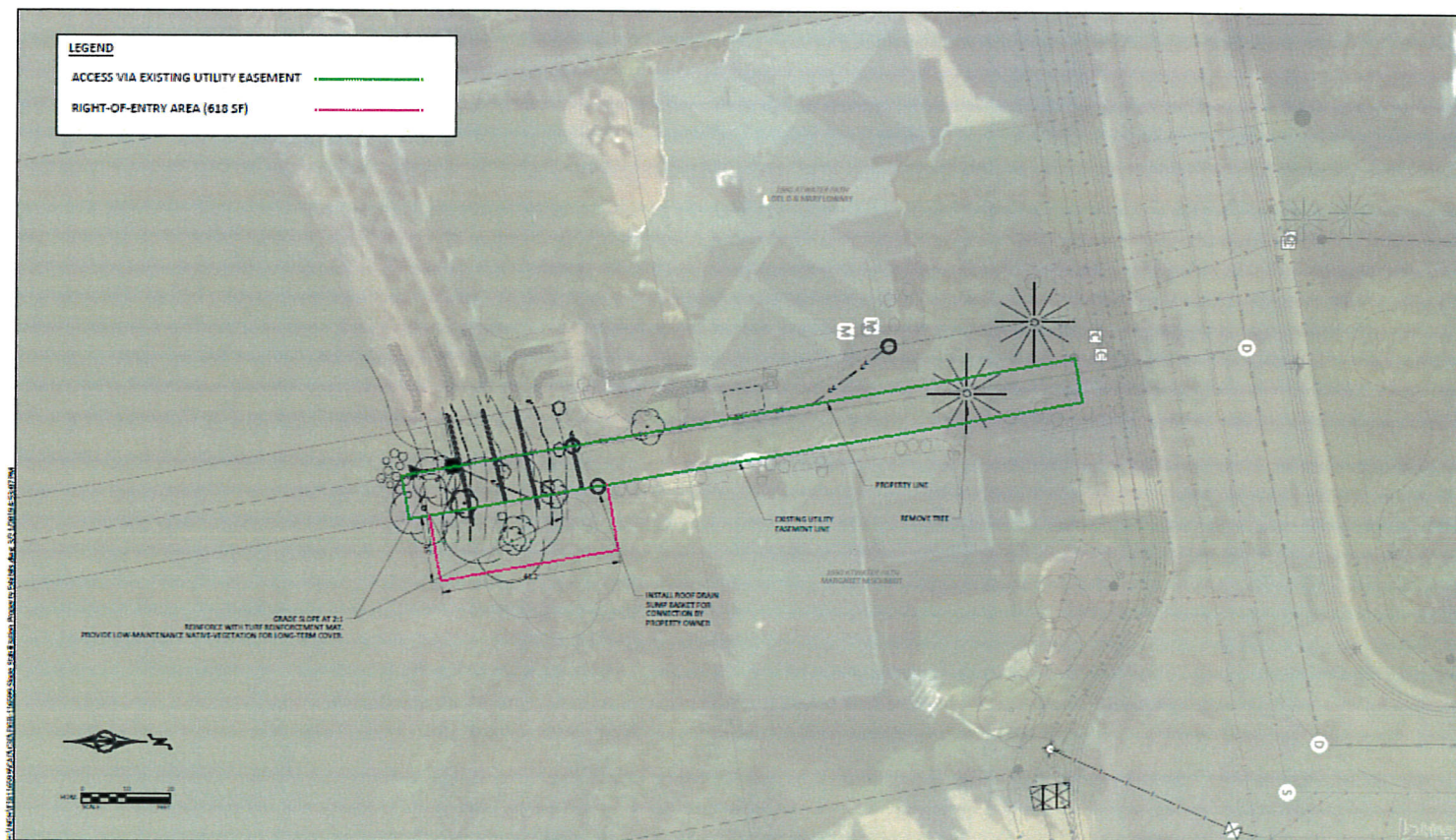
Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 5, Block 2, Bisanz Southview Estates, Dakota County, Minnesota.

DEPICTION OF TEMPORARY EASEMENT AREA

Atwater Path - Slope Stabilization

Property Exhibit - Right of Entry
1690 ATWATER PATH



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Comment Letter to Dakota County for its 2020-2024 Capital Improvement Program (CIP)

Meeting Date: June 24, 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:

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

PURPOSE/ACTION REQUESTED

Consider approval of comment letter to Dakota County for its 2020-2024 Capital Improvement Program (CIP).

SUMMARY

Each year, Dakota County prepares a five-year CIP based on its needs and requests from the cities in the County. Public Works' staff met with staff from the Dakota County Transportation Department on June 18, 2019 to discuss the proposed CIP. The attached letter to the County presents the staff recommendations coming out of that meeting.

Items from the current 2018-2023 CIP include:

- the expansion of 70th Street (CSAH 26) to four lanes from the Eagan border to T.H. 3
- the continuation of the realignment of Argenta Trail (CSAH 63) from north of Amana Trail (CSAH 28) to the future 65th Street alignment with a connection to existing Argenta Trail on the 65th Street alignment
- an improvement project for 117th Street
- a design study for the expansion of 70th Street (CSAH 26) from T.H. 3 to Babcock Trail (CSAH 73)
- continuation of including the realignment of 80th Street (east of T.H. 3) as a late-year project in the CIP
- adding a visioning study for Trunk Highway 3 from C.R. 42 to I-494

I recommend approval of the letter as written. The City must provide its comment letter to the County by June 30, 2019.

SDT/kf

Attachment: Letter to County

June 24, 2019

Ms. Holly Anderson
Dakota County Highway Department
14955 Galaxie Avenue
Apple Valley, MN 55124

Re: Dakota County's 2020-2024 Capital Improvement Program

Dear Ms. Anderson:

Listed below are the City of Inver Grove Heights' recommendations regarding Dakota County's Capital Improvement Program (CIP). These projects were discussed with County staff on June 18, 2019.

No.	Project	Current Schedule	City Recommended
26-54	CSAH 26 – Eagan border to T.H. 3 (70 th Street)	2021 Construction	2021 Construction
26-60	CSAH 26 – T.H. 3 to CSAH 73 (Babcock Trail)	2023 Design	2023 Design
28-48	CR 28 – T.H. 3 to 0.62 miles east	2024 Design	2024 Design
32-65	32-65 CSAH 32 (117 th St.) CSAH 71 to T.H. 52	2020 Design 2020 ROW Acquisition 2021 Construction	2020 Design 2020 ROW Acquisition 2021 Construction
63-27	63-27 New "63" CSAH 26 to north on new alignment	2021 Construction	2021 Construction
63-29	63-29 New Interchange at I-494	2020 Study	2020 Study

We recognize the financial restrictions of the County, as well as the City, and we will continue to work with you regarding a final 2020-2024 schedule. The City agrees that a visioning study for T.H. 3 (from Rosemount to I-494) should be considered in the near future.

Sincerely,

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

SDT/kf

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SOURCE LAND CAPITAL – CASE NO. 19-14ZPD

Meeting Date: June 24, 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

Source Land Capital – Case No. 19-14ZPD – Approve action to Table the request to July 22, 2019 relating to 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.

- 60-day deadline: August 6, 2019 (second 60 days)

SUMMARY

Council tabled the item at the May 28, 2019 meeting in order to provide more time to work out storm water issues. The applicant and staff continue to work through the details of the storm water management issues. A meeting with all parties was held this week to discuss the plans. More time is needed to work out details from that meeting and comments received from MnDOT.

The applicant agrees with the tabling to July 22 so as many issues can be worked out as possible before the meeting.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Individual Massage Therapist License for Yanyan Rinta at the Sunny Asian Massage, 5798 Blackshire Path.

Meeting Date: June 24, 2019
 Item Type: Consent
 Contact: 651-450-2464
 Prepared by: Michelle Calvert
 Reviewed by: Joe Lynch

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider approval of an individual massage therapist license for Yanyan Rinta at the Sunny Asian Massage, 5798 Blackshire Path.

SUMMARY:

An application has been submitted by Yanyan Rinta for an individual therapeutic massage license.

Ms. Rinta paid the appropriate fees and provided insurance documentation as required by City Code. Ms. Rinta completed the required number of hours of therapeutic massage training, provided an insurance certificate, and is a member in good standing of a recognized professional therapeutic massage organization.

A background investigation on the applicant revealed no basis for the denial of the request.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

LAKEFIELD VETERINARY CLINIC - Case No. 19-04SC

Meeting Date: June 24, 2019
 Item Type: Consent Agenda
 Contact: Heather Botten 651.450.2569
 Prepared by:  Heather Botten, Associated Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Approve a Resolution approving the development contract, storm water facilities maintenance agreement and related agreements for the Lakefield Veterinary Clinic located at 7109 and 7131-7135 Cahill Avenue.

- Requires 3/5th's vote

SUMMARY

The City Council approved the request to consolidate property, vacate certain drainage and utility easements, and a conditional use permit to expand a small animal veterinary clinic on said property on March 11, 2019. The conditions of approval require the applicant to enter into the attached easements and agreements prior to any work commencing on site. The attached agreements were not finalized when the request was approved in March.

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

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

Attachments: Resolution approving agreements
 Development Contract
 Storm Water Facilities Maintenance Agreement
 Encroachment Agreement
 Snow Storage Agreement
 Notice of Completion of Vacation of D&U Easements
 Pedestrian Trail Easement

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE DEVELOPMENT CONTRACT, STORM WATER
FACILITIES MAINTENANCE AGREEMENT AND RELATED DOCUMENTS FOR THE
PROPERTY LOCATED AT 7109 AND 7131 - 7135 CAHILL AVENUE**

**CASE NO. 19-04SC
Lakefield Veterinary Clinic**

WHEREAS, an application has been submitted for the property located at 7109 and 7131 – 7135 Cahill Avenue and legally described as:

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

That part of the Northwest Quarter of the Northwest Quarter of Section 10, Township 27, Range 22, described as follows: Commencing at the Northwest corner of Section 10, Township 27, Range 22; thence East (assumed bearing) along the North line of Section 10 a distance of 250.01 feet; thence South 0 degrees 34 minutes 20 seconds East parallel with the West line of Section 10 a distance of 335.02 feet to the point of beginning of the property to be described; thence South 0 degrees 34 minutes 20 seconds East 209.01 feet to a point which is 544 feet South of the North line of Section 10; thence East and parallel with said North line 371.83 feet to the centerline of Cahill Avenue (also known as County Road No. 75); thence North 4 degrees 02 minutes West along Cahill Avenue 209.52 feet; thence West 359.18 feet to the beginning; Excepting there from all that part of the above described property which lies Easterly of the Westerly right-of-way line of S.A.R. No. 75 (formerly Dakota County Highway No. 25) as established prior to December 1, 1971, Dakota County, Minnesota, according to the Government Survey thereof.

WHEREAS, a final plat to consolidate property, vacation of certain drainage and utility easements, and a conditional use permit to expand a small animal veterinary clinic was approved by City Council on March 11, 2019;

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

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Development Contract, Storm Water Facilities Maintenance Agreement, Encroachment Agreement, Snow Storage Agreement, Notice of Completion of Vacation of D&U Easements, and Pedestrian Trail Easement 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 24th day of June, 2019.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Joe Lynch, City Administrator and Deputy Clerk

DEVELOPMENT CONTRACT
FOR PLAT OF
WINSOR RIDGE 2ND ADDITION

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DEVELOPMENT CONTRACT

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CITY OF INVER GROVE HEIGHTS

**DEVELOPMENT CONTRACT
FOR PLAT OF WINSOR RIDGE 2ND ADDITION**

THIS DEVELOPMENT CONTRACT is made and entered into on the 24th day of June, 2019, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the OWNER and DEVELOPER identified herein.

RECITALS:

WHEREAS, the DEVELOPER has received approval of the PLAT and DEVELOPER will record the PLAT with Dakota County;

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

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation of stormwater improvements, landscaping and parking lot improvements; and

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

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

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

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

ARTICLE 1
DEFINITIONS

1.1 **TERMS.** The following terms, unless elsewhere defined specifically in the DEVELOPMENT CONTRACT, shall have the following meanings as set forth below.

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

1.3 **DEVELOPER.** "DEVELOPER" means STORE Master Funding IX, LLC, a Delaware corporation, and its successors and assigns.

1.4 **OWNER.** "OWNER" means Best Friends Veterinary Services, Inc., a Delaware corporation, and its successors and assigns.

1.5 **PLAT.** "PLAT" means the plat of Winsor Ridge 2nd Addition, Dakota County, Minnesota, legally described on the attached Exhibit A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a.) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT CONTRACT;
- b.) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS.
- c.) failure by the DEVELOPER to observe or perform any covenant, condition,

obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;

- d.) breach of the DEVELOPER WARRANTIES.

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

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

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

respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

- F. **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.
- H. **WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.
- All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.
- The warranty period for street, water main, sanitary sewer, drainage and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the street, drainage and erosion control improvements shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements.
- I. **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.
- 1.21 **OWNER WARRANTIES.** "OWNER WARRANTIES" means that the OWNER hereby warrants and represents the following:

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

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

- A. ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.
- B. AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

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

If to CITY:	City of Inver Grove Heights Attention: Scott Thureen Inver Grove Heights City Hall 8150 Barbara Avenue Inver Grove Heights, MN 55077
If to OWNER/ DEVELOPER	STORE Master Funding IX, LLC 8377 E. Hartford Drive, Suite 100 Scottsdale, AZ 85255

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 **PLAT APPROVAL**

2.1. PLAT APPROVAL. Subject to the terms and conditions of this DEVELOPMENT CONTRACT, the CITY has approved the recording of the PLAT and the PLAT shall be recorded by the DEVELOPER with Dakota County. The DEVELOPMENT PLANS are hereby approved by the CITY.

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

2.3 RECORDING OF PLAT. The DEVELOPER will record the PLAT with the Dakota County Recorder.

ARTICLE 3
CITY IMPROVEMENTS

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

ARTICLE 4
DEVELOPER IMPROVEMENTS

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

The DEVELOPER IMPROVEMENTS shall be completed by the dates shown on 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 DEVELOPMENT CONTRACT after expiration of time by which the DEVELOPER IMPROVEMENTS are to be completed shall not waive or release any rights of the CITY; the CITY may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the DEVELOPER IMPROVEMENTS are completed in accordance with the DEVELOPMENT PLANS.

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

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

4.4 STREET SIGNS. The DEVELOPER shall be financially responsible for the

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

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

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

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

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

ARTICLE 6 **OTHER PERMITS**

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

AGENCIES, the UTILITY COMPANIES and the PRIOR EASEMENT HOLDERS resulting from such failures of the DEVELOPER.

ARTICLE 7

OTHER DEVELOPMENT REQUIREMENTS

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

ARTICLE 8

DEVELOPER PUBLIC IMPROVEMENTS

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

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

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

8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The DEVELOPER shall fully and faithfully comply with all terms of any and all contracts entered into by the DEVELOPER for the installation and construction of all of the DEVELOPER PUBLIC IMPROVEMENTS; and the DEVELOPER shall obtain lien waivers. Within thirty (30) days after FORMAL NOTICE, or if not reasonably curable within thirty (30) days, then within such additionally reasonable time to effect the cure, the DEVELOPER shall repair or replace, as directed

by the CITY and at the DEVELOPER's sole cost and expense, any work or materials relating to DEVELOPER PUBLIC IMPROVEMENTS that within the warranty periods of Sections 1.20(H) become defective or damaged in the reasonable opinion of the CITY.

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

- Stormwater Facilities Maintenance Agreement for Winsor Ridge 2nd Addition
- Agreement Relating to Landowner Improvements Within City Easement for Winsor Ridge 2nd Addition

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

8.6 ENGINEERING SUBMITTALS / AS BUILT INFORMATION. One (1) copy (in AUTOCAD format), of the detailed record plan "as built" drawings of the DEVELOPER PUBLIC IMPROVEMENTS shall be provided by the DEVELOPER in accord with CITY standards no later than 90 days after completion and acceptance of the DEVELOPER PUBLIC IMPROVEMENTS by the CITY, unless otherwise approved in writing by the PWD. If the record plans are not provided to the CITY within the 90 days, the CITY may have the work done and pay for it with the DEVELOPER'S sureties. In addition, final quantity tabulations shall be required, which must include the following items on the record plans:

1. All as built submittals require a survey to be completed for any improved and adjusted areas within the project extent. All as built survey data collection must be within an accuracy tolerance of 0.10' horizontal and 0.05' vertical, based on the project's horizontal and vertical datum. The as built survey must be completed on current Dakota County Coordinates and NAVD88 and performed by or under the direct supervision of a Registered Land Surveyor.
2. Two ties to all curb boxes and gate valves.
3. All hydrant gate valves tied back to the hydrant.

4. All ties shall be 100 feet or less.
5. Top nut elevation of all hydrants.
6. Rim and invert elevations on all manholes and catch basins.
7. Apron invert elevations on all flared end structures and storm sewer stubs.
8. Invert elevations on all sanitary and water service stubs.
9. Two ties to all sewer and water service locations.
10. Main line stationing for all sanitary sewer wyes and water main corporations.
11. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, side slopes and grade breaks to verify the volume of each pond. The as built must also verify emergency overflow elevations and locations. This as built plan shall be Certified (signature with current date and MN state licensure number) as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 13).
12. Copy of final plat shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. Final plat drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF.
13. Final as built information shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as built drawings must be the approved plans modified to reflect as built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.
14. Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.
15. Survey Coordinates on all stormwater facilities and related appurtenances such as valves.
16. Final as built information shall be submitted in an Esri compliant Geodatabase

format compatible with the City's Geographic Information System (GIS). An Esri compliant Geodatabase template will be made available by the CITY which will specify all features and critical attributes required. All features submitted must adhere to as built survey requirements (see item 1). All features and critical attributes must be complete and consistent with submitted as built plans. The as built submittal must follow the geodatabase template provided by the CITY for acceptance.

ARTICLE 9

RESPONSIBILITY FOR COSTS

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

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

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

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

ARTICLE 10

DEVELOPER WARRANTIES

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

ARTICLE 11

OWNER WARRANTIES

11.1 STATEMENT OF OWNER WARRANTIES. The OWNER hereby makes and

states the OWNER WARRANTIES.

ARTICLE 12
CITY WARRANTIES

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

ARTICLE 13
INDEMNIFICATION OF CITY

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

- a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b.) if commenced, failure of the DEVELOPER to timely construct the DEVELOPER PUBLIC IMPROVEMENTS according to the DEVELOPMENT PLANS;
- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the DEVELOPER to pay for materials;
- f.) approval by the CITY of the PLAT;
- g.) approval by the CITY of the DEVELOPMENT PLANS;
- h.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- i.) if commenced, construction of the DEVELOPER IMPROVEMENTS;

- j.) delays in construction of the DEVELOPER PUBLIC IMPROVEMENTS;
- k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

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

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

ARTICLE 14

CITY REMEDIES UPON DEVELOPER DEFAULT

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

- a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;
- b.) the CITY may suspend any work, improvement or obligation to be

performed by the CITY to the extent reasonably related to the DEVELOPER DEFAULT;

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

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

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

14.4 EMERGENCY. Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and

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

ARTICLE 15

ESCROW DEPOSIT

15.1 ESCROW REQUIREMENT. Prior to the CITY allowing the PLAT to be recorded and 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 to the City for the amount stated in **Exhibit F**.

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

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

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

15.2 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 1.20(H) hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

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

ARTICLE 16 **MISCELLANEOUS**

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

16.2 ADDITIONAL IMPROVEMENTS. If the DEVELOPER requests the CITY to construct the DEVELOPER PUBLIC IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER PUBLIC IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or may draw the irrevocable letter of credit or cash deposit. If the CITY specially assesses the cost of any portion thereof and if the amount assessed is in an amount no more than agreed to in writing by the DEVELOPER prior to commencement of the DEVELOPER PUBLIC IMPROVEMENTS, then

the OWNER and DEVELOPER hereby waive any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the PLAT. The OWNER and DEVELOPER waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The OWNER and DEVELOPER acknowledge that the benefit from the improvements equal or exceed the amount of the special assessments.

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

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

16.5 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded with the COUNTY Recorder and the OWNER and DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

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

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

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

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

16.10 COUNTERPARTS. This DEVELOPMENT CONTRACT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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

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

16.13 ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to perform all inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to complete DEVELOPER PUBLIC IMPROVEMENTS if the DEVELOPER fails to cure the DEVELOPER DEFAULT as required by this DEVELOPMENT CONTRACT.

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

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 24th day of June, 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

By: _____

On this _____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of STORE Master Funding IX, LLC, a Delaware corporation and that the foregoing instrument was executed on behalf of STORE Master Funding IX, LLC, by authority of the Boards of Directors of said corporation.

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

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EXHIBIT A

LEGAL DESCRIPTION
OF PLAT OF WINSOR RIDGE 2ND ADDITION

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

Lot 1, Block 1, Winsor Ridge 2nd Addition, Dakota County, Minnesota,

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

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
-------------	-------------------------------------	------------------------

The above-listed Development Plans were approved by the City Engineer on April __, 2019.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of Winsor Ridge 2nd Addition (the “City Engineer Memos”):

1. Memo from Assistant City Engineer Steve Dodge to Assistant City Planner Heather Botten dated April 1, 2019;
2. _____

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.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a certificate of occupancy or 12/31/19, whichever occurs first	general site grading, drainage and erosion control
X	prior to obtaining a certificate of occupancy or 12/31/19, whichever occurs first	stormwater improvements (including underground stormwater storage facility and pipes to existing pond)
X	prior to obtaining a certificate of occupancy or 12/31/19, whichever occurs first	base layer of parking lot pavement and curb
X	prior to obtaining a certificate of occupancy or 12/31/19, whichever occurs first	landscaping
X	prior to obtaining a certificate of occupancy or 12/31/19, whichever occurs first	certified as-builts
X	12/31/19	wear course of parking lot pavement

The CITY's Director of Public Works may extend the dates contained in this Exhibit C.

EXHIBIT D

CITY IMPROVEMENTS

The City is not required to make any CITY IMPROVEMENTS.

EXHIBIT E

MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY

- 1.) CONDITIONS TO BE SATISFIED BEFORE PLAT IS RELEASED AND CONSTRUCTION ACTIVITY BEGINS. Before the Plat is released and before construction activity begins, all of the following conditions must be satisfied:
 - a.) DEVELOPER and Owner must execute this DEVELOPMENT CONTRACT.
 - b.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the respective amounts stated in Article 15 and on Exhibit F of this DEVELOPMENT CONTRACT.
 - c.) Developer must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT; and DEVELOPER must further escrow with the CITY an amount determined by the CITY for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F.
 - d.) DEVELOPER and OWNER must provide title evidence in the form of a title insurance policy that shows that the OWNER owns the property within the PLAT.
 - e.) DEVELOPER AND OWNER must execute or cause to be executed and deliver the documents referenced in paragraph 9 of this Exhibit E. The form of the document shall be subject to the approval of the City Attorney.
 - f.) DEVELOPER must provide to the CITY the cash deposit for Engineering Escrow stated on Exhibit F of this Development Contract.
- 2.) DEVELOPER IMPROVEMENTS TO BE COMPLETED BY DECEMBER 31, 2019 OR PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY. Prior to December 31, 2019, or prior to the issuance of a certificate of occupancy, whichever occurs first, the following Developer Improvements shall be completed:
 - a.) general site grading, drainage and erosion control.
 - b.) stormwater improvements (including underground storm water storage facility and pipes to existing pond) installed.
 - c.) base layer of parking lot pavement and curb installed.
 - d.) landscaping installed.

- e.) As-built plans per City standard must be submitted to the City Engineer after project completion and prior to release of the Engineering Escrow referenced in Exhibit F.
 - f.) Prior to installation of the wear course for the parking lot, the Developer may obtain a certificate of occupancy, but the wear course for the parking lot shall be completed no later than December 31, 2019.
- 3.) **PARK CONTRIBUTION FEE.** There is no park contribution fee owed for the Plat of Winsor Ridge 2nd Addition. The park contribution fee was paid to the City at the time of the plat of Winsor Ridge.
- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F includes an appropriate amount as determined by the Director of Public Works to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.
- 5.) **RETAINING WALL REQUIREMENTS.** Prior to the City issuing a certificate of occupancy for the PLAT, all retaining wall permits (if required) must be issued by the City. If applicable, prior to the City granting a certificate of occupancy for the PLAT, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.
- 6.) **VACATION OF EASEMENTS ON LOT 1, BLOCK 1, WINSOR RIDGE.** The City is vacating the perimeter drainage and utility easements on Lot 1, Block 1, Winsor Ridge, dedicated to the City in the plat of Winsor Ridge. The City will prepare a Notice of Completion of Vacation that will be recorded together with the Plat of Winsor Ridge 2nd Addition. OWNER is dedicating new drainage and utility easements in the plat of Winsor Ridge 2nd Addition that will replace the vacated drainage and utility easements.
- 7.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction within the PLAT shall comply with the following (Erosion Control Forms):
- a. Silt Fence dated April 2011 and identified as Plate No. EC-02;
 - b. Rock Construction Entrance dated April 2011 and identified as Plate No. EC-03;
 - c. Storm Sewer Inlet Protection dated April 2011 and identified as Plate No. EC-04;

- d. Sediment Log Installation dated March 2015 and identified as Plate No. EC-07.

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

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

- Mn/DOT – drainage permit, if needed
- MPCA – NPDES General Stormwater permit, if needed
- CITY Building Department permits for the building

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

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

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

- b. DEVELOPER and OWNER must execute a Storm Water Facilities Maintenance Agreement for the Plat of Winsor Ridge 2nd Addition.

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

- c. DEVELOPER and OWNER must execute an Agreement Relating to Landowner Improvements within City Easement (Encroachment Agreement).

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

- d. DEVELOPER and OWNER must execute a Snow Storage Easement for the PLAT.

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

- e. DEVELOPER and OWNER must execute a Pedestrian Trail Easement for

the PLAT.

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

- f. The CITY will vacate the dedicated drainage and utility easements within Lot 1, Block 1, Winsor Ridge. OWNER is dedicating new drainage and utility easements in the plat of Winsor Ridge 2nd Addition.

The CITY shall provide a Notice of Completion of Vacation which shall be recorded prior to the PLAT.

The agreements and documents listed in this Section 9 (a) through (f), inclusive, must be recorded prior to any mortgage relating to the PLAT.

EXHIBIT F
ESCROW CALCULATION

1.) Grading, drainage and erosion control	\$
2.) Storm water facilities	\$
3.) Parking lot and curb	\$
4.) Landscaping	\$
5.) Construction debris clean-up	\$5,000
6.) Certified as-builts	\$5,000
SUBTOTAL:	\$
MULTIPLIED BY:	x 1.25
TOTAL ESCROW AMOUNT:	\$

EXHIBIT F
ESCROW CALCULATION
(Continued)

In addition to the Escrow Amount for Developer Improvements set forth above, the DEVELOPER shall also deposit \$1,500 in cash with the CITY (hereafter "Engineering Escrow Amount") contemporaneously with execution of this DEVELOPMENT CONTRACT.

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

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

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

The CITY shall return to the DEVELOPER any remaining Escrow Retainage of the original \$10,000 when the following events have occurred:

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to the DEVELOPER IMPROVEMENTS listed on Exhibit C or Exhibit F or related to vegetation establishment, grading, drainage and erosion control exceed the initially deposited \$1,500 Engineering Escrow Amount, the DEVELOPER is responsible for payment of such excess within thirty (30) days after billing by the CITY.

**STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO
STORMWATER FACILITIES LOCATED ON LOT 1, BLOCK 1, WINSOR 2ND
ADDITION IN INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO STORMWATER FACILITIES LOCATED ON LOT 1, BLOCK 1, WINSOR 2ND ADDITION (Agreement) is made, entered into and effective this 24th day of June, 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and STORE Master Funding IX, LLC, a Delaware corporation (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

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

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

1.3 Landowner. Landowner means STORE Master Funding IX, LLC, a limited liability company organized under the laws of the State of Delaware, and its successors and assigns.

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

The existing pond together with the underground storm water storage system, pipes, drainage areas, conduits, culverts, ditches and catch basins lying within the Landowner Property.

1.5 Storm Water Facility Plan. "Storm Water Facility Plan" means that certain _____ Plan prepared by _____ dated _____ with last revisions on _____

_____ and approved by the City Engineer on _____. The Storm Water Facility Plan is on file with the City.

The Storm Water Facility Plan also includes modifications to the above referenced Stormwater Facility Plan as approved from time to time by the City Engineer.

1.6 Responsible Owner. Responsible Owner means, jointly and severally, each and all of the following:

The fee title owner of the Landowner Property and the successors and assigns of such fee title owner.

The current Responsible Owner is the Landowner.

1.7 Landowner Property. Landowner Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota described on the attached **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.

1.9 Development Contract. “Development Contract” means that certain contract dated June 24, 2019, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans identified in the Development Contract for the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

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

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; and
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water

Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.

- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Responsible Owner agrees that prior to December 31, 2019 (or by an extended completion date approved by the City Engineer or Director of Public Works), the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan and in accordance with the Improvement Agreement at the sole expense of Responsible Owner.

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 without the prior written consent of the City. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

Notwithstanding the maintenance obligations and responsibilities of the Responsible Owner contained herein, nothing obligates the Responsible Owner to modify the capacity of the Storm Water Facilities as long as such a modification to capacity is not caused by storm water runoff from the Landowner Property. If trees or other vegetation located in the areas of the Storm Water Facilities become diseased or die and if in the judgment of the City's Director of Public Works the dead or diseased trees or vegetation adversely affect the storm water storage capacity or the flow of the storm water, then the Responsible Owner, upon the written request of the City, shall remove the diseased or dead trees and vegetation within 30 days after the City's written request.

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 requirements as set forth in the **NWA Stormwater Manual** (as

amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District.

- c. The Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for storm water systems that the City maintains, as those standards are from time to time amended.
- d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.
- e. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Stormwater 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.) With respect to the underground storm water storage system, the Responsible Owner must maintain and repair the structures and must correct as soon as possible any of the following deficiencies in the event such deficiencies occur:
 - Any evidence of potholes, sinkholes or unusual amount of silt and soil build-up that degrades the quality of parking lot surface on top of the underground storm water storage system; or
 - Any unusual pipe deflection in excess of more than 7% from the design shape; or
 - Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
 - Any siltation on the outlet end of the structure or clogging of the outlet as a result of accumulated trash, grit, sediments, and other debris.
 - iii.) 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 stormwater facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

- iv.) 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 treat the one (1) inch of impervious surface volume from the Landowner Property; due to the fact that a redevelopment project is occurring, the Director of Public Works is allowing the treatment of one (1) inch impervious surface volume rather than a reduction of the one (1) inch impervious surface volume. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
- v.) The final Operations & Maintenance Plan shall contain the following information:
- Detailed inspection requirements;
 - Inspection and maintenance schedules;
 - Contact information for the Responsible Owner;
 - As built plans of the Stormwater Facilities;
 - A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
 - The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than 200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.
 - The design storage capacity of each Storm Water Facilities shall be documented in the Operations & Maintenance Plan.
 - A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system; and
 - The Operations & Maintenance Plan shall incorporate responses to Chapter 8 of the NWA Stormwater Manual which provides additional requirements and checklists for the Responsible Owner to comply with in the operations and maintenance phase of construction.

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

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

3.4 Notice of Non-Compliance with Section 3.2; 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 thirty (30) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner

Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.2.

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.

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 Development Plans. The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Development Contract for the Landowner Property are met, the Council will approve the Development Plans for the Landowner Property.

ARTICLE 5 **ACCESS BY CITY TO STORM WATER FACILITIES**

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

ARTICLE 6 **MISCELLANEOUS**

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

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

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

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

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

6.6 Notice. Notice shall 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 Landowner:	STORE Master Funding IX, LLC 8377 E. Hartford Drive, Suite 100 Scottsdale, AZ 85255
-------------------------	---

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, the parties hereto have executed 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 24th day of June, 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

By: _____

STATE OF _____)
)
COUNTY OF _____) SS.

Notary Public

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 1, Block 1, Winsor Ridge 2nd Addition, Dakota County, Minnesota.

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN



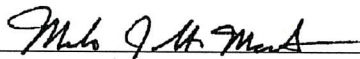
Lakefield Vet Clinic Expansion

PRELIMINARY OPERATIONS & MAINTENANCE PLAN

Inver Grove Heights, MN

03/26/19

I hereby certify that this 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


Mike St. Martin, P.E.

Date: 03/26/19 Reg. No. 24440

**Lakefield Vet Clinic
Inver Grove Heights, Minnesota**

Address: 7109 Cahill Avenue E. Inver Grove Heights MN 55076

Operator: Phone:
Email:

System Designed By: Loucks
Contact: Phone:
Email:

Storm System Summary

The proposed Storm Water Treatment System is comprised of a perforated CMP underground infiltration pipe system. The pipe system is a 48" 135' long perforated CMP system with a 2309 CF storage capacity. This CMP system has specific maintenance requirements that must be followed. Below is a list of scheduled activities that should be completed to ensure that all storm water components will continue to function as designed.

Inspection Activities-Subsurface Infiltration Area

Inspection Activity	Recommended Inspection Frequency	Outcome/Actions
1. Sediment accumulation in underground pipes, catch basis and outlet structure	Annually	Notify maintenance staff/contractor need to remove sediment when depth exceeds 2' in underground pipes. (See Maintenance Activity 1)
2. Inspect structural components of inlet and outlet structures	As part of all inspection visits	Notify maintenance staff/contractor of any observed
3. Inspect underground pipes and joints for cracking, buckling, or separation. (Confined space entry required)	Every 5 years	Notify maintenance staff/contractor to inspect underground piping and structures (televising of pipes) (See Maintenance Activity 3)
4. Inspect ground surface above underground structure for sinkholes or other unusual depression areas	As part of all inspection visits	Notify maintenance staff/contractor of the presence of sinkholes. (See Maintenance Activity 3)

Maintenance Activities- Subsurface Infiltration Area

Maintenance Activity	Frequency	Procedure	Maintenance By
1. Sediment removal from underground pipes, catch basins and outlet structure.	Annually or as required when sediment exceeds a depth of 2' in underground pipes	Remove accumulated sediment. Typically, vacuum truck or high pressure water jet in combination with vacuum truck	Property Owner unless designated
2. Clean	As needed per inspection	Dependent on type of damage; repair components per manufacturer's recommendations	Property Owner unless designated
3. Repair of underground structures/pipes	As needed per inspection	Dependent on type of damage; Repair structure per manufacturer's recommendations	Property Owner unless designated

NOTE: THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ALL OPERATION AND MAINTENANCE (O & M) OF THE STORM WATER FACILITIES ON THE SITE. THE OWNER SHALL MEET ALL REQUIREMENTS OF THE O&M AGREEMENT AND SUBMIT A COPY OF AN O&M REPORT TO THE SITE BY JANUARY 1ST OF EACH YEAR.

Maintenance of the existing pond and related pipe system shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility 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 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
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.
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.
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.
4. Mulch replacement.	Every 2 to 3 years or as needed to maintain 3” to 4” depth.	If applicable, add shredded hardwood mulch.
5. Watering.	As needed.	Provide 1 inch of water when plants show signs of stress.
6. Vegetation replacement and weeding.	Annually in spring and fall.	Replace dead vegetation and remove evasive or unwanted plants.
7. Clean/fix structural components.	As needed per inspection.	Dependent on the type of damage; repair components per manufacturer’s recommendations.
8. Replacement of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.

EXHIBIT C
ANNUAL INSPECTION FORM

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

- * Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe
- ** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed
- *** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 1, BLOCK 1, WINSOR RIDGE 2ND ADDITION
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 1, BLOCK 1, WINSOR RIDGE 2ND ADDITION (Agreement) is made this 24th day of June, 2019, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation and STORE Master Funding IX, LLC, a Delaware corporation (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1
TERMS**

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

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

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

Lot 1, Block 1, Winsor Ridge 2nd Addition, Dakota County, Minnesota.

1.4 City Easement. “City Easement” means the following easements located on the Subject Land:

- The platted drainage and utility easements dedicated on the plat of Winsor Ridge 2nd Addition located on Lot 1, Block 1, Winsor Ridge 2nd Addition, Dakota County, Minnesota.
- Trail Easement Agreement recorded on November 19, 2001, as Dakota County Document No. 1831613.

- Easement Agreement recorded on November 19, 2001, as Dakota County Document No. 1831614.
- Pedestrian Trail Easement for Lot 1, Block 1, Winsor Ridge 2nd Addition dated June 24, 2019, recorded as Dakota County Document No. _____.
- Snow Storage Easement Agreement for Lot 1, Block 1, Winsor Ridge 2nd Addition dated June 24, 2019, recorded as Dakota County Document No. _____.

1.5 Landowner. “Landowner” means Best Friends Veterinary Services, Inc., a Delaware corporation, and its assigns and successors in interest with respect to the Subject Land.

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

IF TO CITY:

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

IF TO LANDOWNER:

STORE Master Funding IX, LLC
8377 E. Hartford Drive, Suite 100
Scottsdale, AZ 85255

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

1.7 Landowner Improvements. “Landowner Improvements” means the existing private sidewalk located on the Subject Land within the City Easement.

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

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

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

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

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

ARTICLE 2 **RECITALS**

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

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

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

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

- a.) The Landowner maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.

- c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.

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

ARTICLE 3 **AGREEMENTS**

3.1 Retainage And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to retain the Landowner Improvements within the City Easement. The Landowner Improvements shall remain at the location specified in the Construction Plan.

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

The Landowner shall comply with all required City setbacks.

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

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

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

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

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

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

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

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

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

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at Landowner's own expense, shall make such modifications to the Landowner

Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

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

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

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

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

such right and power may be exercised from time to time and as often as may be deemed expedient.

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

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

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

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

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

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

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

3.16 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the

provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of June, 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

By: _____

On this ____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of STORE Master Funding IX, LLC, a Delaware corporation and that the foregoing instrument was executed on behalf of STORE Master Funding IX, LLC, by authority of the Boards of Directors of said corporation.

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

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

EXHIBIT A
CONSTRUCTION PLAN

**SNOW STORAGE EASEMENT AGREEMENT
FOR LOT 1, BLOCK 1, WINSOR RIDGE 2ND ADDITION
DAKOTA COUNTY, MINNESOTA**

THIS SNOW STORAGE EASEMENT AGREEMENT (Easement) is made, granted and conveyed effective the 24th day of June, 2019 between STORE Master Funding IX, LLC, a Delaware corporation (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 City).

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

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

A permanent easement and right-of-way for snow plowing, ice and snow storage with respect to ice and snow plowed from Cahill Avenue and construction purposes related thereto, over, under, across, through and upon the following described premises (the Permanent Easement Area) situated within Dakota County, Minnesota:

See the attached **Exhibit B**, incorporated herein by reference

EXEMPT FROM STATE DEED TAX

The Easement rights herein granted to the City include the rights of the City, its contractors, agents, and servants to enter upon the Permanent Easement Area at all reasonable times to construct, reconstruct, inspect, repair and maintain the above-described improvements, over, under, across, through and upon the Easement.

The City shall not be responsible for any costs, expenses, damages, demands, obligations,

penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

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

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

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

The existing Easement Agreement recorded on November 19, 2001, as Dakota County Document No. 1831614 shall remain in full force and effect and is not released by the recording of this Easement and is not merged into this Easement.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of June, 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

By: _____

On this _____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of STORE Master Funding IX, LLC, a Delaware corporation and that the foregoing instrument was executed on behalf of STORE Master Funding IX, LLC, by authority of the Boards of Directors of said corporation.

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Lot 1, Block 1, Winsor Ridge 2nd Addition, Dakota County, Minnesota.

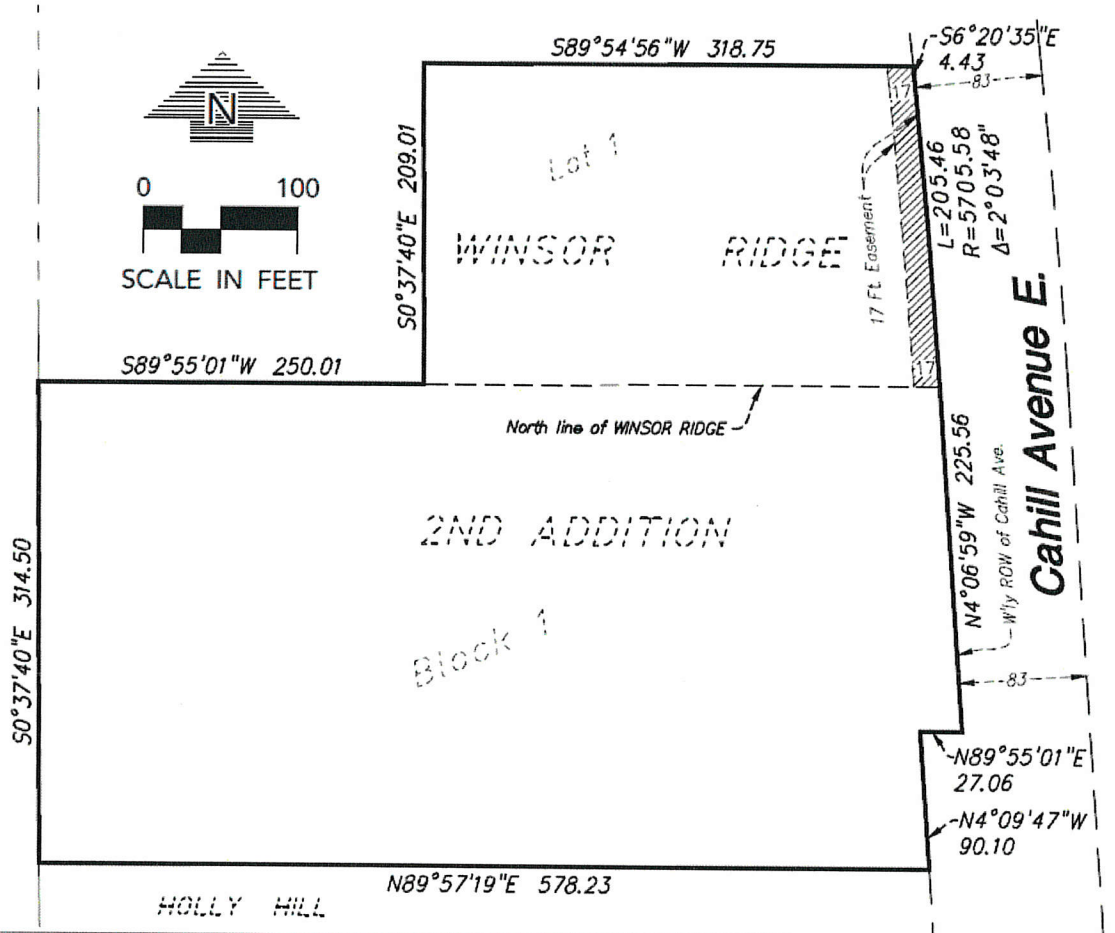
EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

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

The east 17.00 feet of Lot 1, Block 1, WINSOR RIDGE 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, which lies north of WINSOR RIDGE, according to the recorded plat thereof, Dakota County, Minnesota.

The east 17.00 feet of Lot 1, Block 1, WINSOR RIDGE 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, which lies north of WINSOR RIDGE, according to the recorded plat thereof, Dakota County, Minnesota.

Note: WINSOR RIDGE 2ND ADDITION has not been recorded as of the date of this exhibit.



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.

Max L. Stanislawski

Max L. Stanislawski - PLS

License No. 48988

04/26/19

Date

LOUCKS

Loucks Project No. 18036

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

**NOTICE OF COMPLETION OF VACATION OF DRAINAGE AND UTILITY
EASEMENTS WITHIN LOT 1, BLOCK 1, WINSOR RIDGE,
DAKOTA COUNTY, MINNESOTA**

TO WHOM IT MAY CONCERN:

PLEASE TAKE NOTICE:

1. Pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, the City Council of the City of Inver Grove Heights desires, on its own motion, to vacate the following described drainage and utility easements (hereinafter "Drainage & Utility Easements") situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

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

2. A public hearing on said Drainage & Utility Easements vacation was preceded by two (2) weeks' published and posted Notice in accordance with Minnesota Statutes, Section 412.851. Notice of the public hearing was mailed to each property owner affected by the proposed vacation at least ten (10) days before the hearing in accordance with Minnesota Statutes, Section 412.851.
3. A public hearing was held by the Planning Commission of Inver Grove Heights on February 19, 2019, in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, Minnesota. At the public hearing, all interested persons were afforded an opportunity to present their views and objections to the granting of the vacation of the Drainage & Utility Easements.

Notice of Completion

Page 2

4. At the February 19, 2019 public hearing, the Planning Commission of Inver Grove Heights recommended that the City Council approve the vacation of the Drainage & Utility Easements based on the fact that the proposed vacation of the Drainage & Utility Easements would be in the public interest.
5. On the 11th day of March, 2019, the City Council of Inver Grove Heights pursuant to Minnesota Statutes, Section 412.851, did duly adopt Resolution No. 19-____ thereby vacating the Drainage & Utility Easements described on Exhibit A.
6. That the vacation of Drainage & Utility Easements was completed by the adoption of the aforesaid resolution.
7. Upon information and belief, the undersigned states that the vacation of the Drainage & Utility Easements does affect Lot 1, Block 1, Winsor Ridge, according to the recorded plat thereof, Dakota County, Minnesota.

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Page 3

CITY OF INVER GROVE HEIGHTS

On this 24th day of June, 2019, before me a Notary Public within and for said County, personally appeared Joe Lynch, City Administrator and Deputy Clerk of the City of Inver Grove Heights, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public

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

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

The 10 foot wide perimeter drainage and utility easements located on the north, south, east and west boundary lines of the plat of Winsor Ridge, Dakota County, Minnesota.

PEDESTRIAN TRAIL EASEMENT
FOR LOT 1, BLOCK 1, WINSOR RIDGE 2ND ADDITION
DAKOTA COUNTY, MINNESOTA

THIS PEDESTRIAN TRAIL EASEMENT (Easement) is made, granted and conveyed this 24th day of June, 2019, between STORE Master Funding IX, LLC, a Delaware corporation, hereinafter referred to as "Landowner" and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City".

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

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

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

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

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

undergrowth and other obstructions, as well as the right to deposit earthen material in and upon the permanent Easement Area.

EXEMPT FROM STATE DEED TAX

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

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

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

The existing Trail Easement Agreement recorded against the Landowner's Property on November 19, 2001 as Dakota County Document No. 1831613 shall remain in full force and effect and is not released by the recording of this Easement and is not merged into this Easement.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 24th day of June, 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

After recording, please return to:
Timothy J. Kuntz
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LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

The east 17.00 feet of Lot 1, Block 1, WINSOR RIDGE 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, which lies north of WINSOR RIDGE, according to the recorded plat thereof, Dakota County, Minnesota.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: June 24, 2019
 Item Type: Consent Agenda
 Contact &
 Reviewed by: Janet Shefchik, HR Manager
 Prepared by: Cora Bauer

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

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

Full-Time Employment:

Barr, Triina, Assistant to the Chief Building Official
 Looze, Amy, Communications Manager
 Bernardy, Dan, Fire Operations Supervisor

Part-Time/Temporary/Seasonal Employment:

Parks/Recreation/VMCC

Myran, Jacob, Kids Rock Assistant
 Griffin, Lane, Kids Rock Assistant
 Shiff, Taylor, Fitness Worker/Instructor & Personal Trainer
 Mann, Josiah, Kids Rock Lead
 Phillips, Bryce, Concessionaire

Voluntary Resignations and/or Seasonal Terminations:

Lundell, Jason, Fire Department/Paid-on-call

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing to Consider Resolution Adopting Final Assessment Roll for Property Located at 5465 Babcock Trail for the 2019 Pavement Management Program, City Project No. 2018-09F – 55th Street Court/55th Street Area Reconstruction

Meeting Date: June 24, 2019
 Item Type: Assessment Hearing (Continuation) *TSK*
 Contact: Thomas J. Kaldunski, 651.450.2572 *SWD*
 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
☒	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 property located at 5465 Babcock Trail for the 2019 Pavement Management Program, City Project No. 2018-09F – 55th Street Court/55th Street Area Reconstruction.

SUMMARY

The public hearing to consider adopting the final assessment roll for City Project No. 2018-09F – 55th Street Court/55th Street Area Reconstruction was held on May 28, 2019. Council continued the public hearing so that staff could meet with the property owner at 5465 Babcock Trail (Clark Gas Station) to discuss the assessments.

Staff met with Mr. Sayyad Hussein and discussed the following assessment terms:

1. A proposed final assessment amount of \$26,136.00. This represents a \$15,378 reduction from the final assessment amount of \$41,514.00.
2. A proposed 15-year term to pay the assessment instead of a 10-year term.
3. Interest rate to remain at 5.15 percent for the 15-year term.

The final assessment reduction and terms provided are consistent with past negotiations with small businesses that have objected or appealed the final assessment based on impact to the business. This is the only commercial property of this class on the 2018-09F project, allowing the Council to change the amount and terms of assessment without affecting other parcels. The project total assessment amount will be \$260,744 instead of \$276,122. The total assessment is estimated to be 22.8 percent of the project costs, meeting the 20 percent threshold for bonding purpose per the 429 State Statute. The assessment reduction will be funded through the Pavement Management Fund.

Staff recommends approval of a resolution adopting the final assessment amount of \$26,136 and a 15-year term to pay the assessment at 5.15 percent for property located at 5465 Babcock Trail.

SDT/kf

Attachments: Resolution

Final Assessment Roll for 5465 Babcock Trail

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

**RESOLUTION ADOPTING FINAL ASSESSMENT ROLL FOR PROPERTY LOCATED AT 5465
BABCOCK TRAIL FOR THE 2019 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO.
2019-09F – 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. 2018-09F – 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.

WHEREAS, at the May 28, 2019 regular meeting, Council adopted the final assessment roll for the project except for 5465 Babcock Trail (Clark Gas Station). Council continued the assessment hearing for 5465 Babcock Trail to the June 24th regular meeting and directed staff to discuss the assessment terms with the property owner and come to an amicable resolution.

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 fifteen (15) 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 24th day of June 2019

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator/Interim Deputy Clerk

CITY PROJECT NO. 2018-09F
55TH STREET COURT/55TH STREET RECONSTRUCTION
 (SCH. 1: Full Reconstruction, No Offline Storm)

FINAL ASSESSMENT ROLL

TERMS: 15 Years at 5.15 Percent
Interest to Start Accruing on 1/1/2020

PID NO.	OWNER	SITE ADDRESS	STREET & STORM		
			PER POLICY ASSESSMENT	BENEFIT CAP	FINAL ASSESSMENT
207720001010	LOON OF MN LLC	5465 BABCOCK TRL	\$47,185	\$43,569	\$26,136

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Contract with Dahn Construction for Phase II Improvements to Heritage Village Park

Meeting Date: June 24, 2019
 Item Type: Regular Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Brian Swoboda

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve bid for Bid Package A including the Alternates from Dahn Construction Company in the amount of \$1,573,149.30 for Phase II improvements to Heritage Village Park. Funding for the improvements comes from the State of MN Bonding Grant, Dakota County, and the Park Acquisition and Development Fund (Fund 402). The Park and Recreation Commission is recommending approval 8-0-1.

SUMMARY

The City of Inver Grove Heights acquired contaminated railroad property from the State of MN via the tax forfeiture process in 1999 and adopted it's first Master Plan for Heritage Village Park in 2004. The Commission and Council established a vision for the park to celebrate the community's history and heritage which would lead to promoting private economic investment in the area, and to provide passive recreational amenities for the community to enjoy next to the Mississippi River.

Between 1999 and 2019 (20-years) the City has acquired 25+ properties along Doffing Ave. to help reduce our need to protect these properties from a flood with the intent of including many of these properties in the future Heritage Village Park.

In 2010, the City was able to successfully place over 300,000 cubic yards of clean fill over the contaminated railroad site which opened the land up to recreational use as approved by the MPCA. Shortly thereafter Dakota County constructed a segment of the Mississippi River Regional Trail (MRRT) through the park with a goal to build a recreational paved trail along the Mississippi River that will connect St. Paul to Hastings. It is expected that the MRRT will draw 100,000 visitors annually.

The City has received grants in excess of \$2,000,000 to help with Heritage Village Park which has been used for property acquisition, soil and environmental remediation, and park improvements.

In 2018, the Council approved an updated Master Plan to allow for the addition of an off-leash dog park which is anticipated to bring hundreds of people and their dogs to the park on a year-around basis.

The plan for 2019's next phase of development for Heritage Village Park includes raising the grade in the Doffing Ave. portion of the park above the flood elevation of 701. This requires that approximately 80,000 cubic yards of clean fill be placed and graded to allow future improvements to be protected from flooding. Improvements in 2019 also include the construction of trails, 53 stalls of parking, site utilities, and ground cover establishment.

The City opened bids for the 2019 Heritage Village Park project on Thursday, May 30th and they were as follows:

Bid Package A

	1	2	3	4	5	6
	Dahn Construction Company	Max Steininger Inc.	Danner Inc.	Park Construction Company	Engineers Estimate	Veit & Company Inc.
Base Bid	\$1,461,823.80	\$1,578,716.95	\$1,788,305.60	\$1,809,777.80	\$1,816,251.60	\$1,881,879.43
Alternate	\$111,325.50	\$134,570.26	\$117,690.00	\$121,262.50	\$150,370.00	\$116,171.00
Total	\$1,573,149.30	\$1,713,287.21	\$1,905,995.60	\$1,931,040.30	\$1,966,621.60	\$1,998,050.43

The base bid includes: grading the entire site, utilities, 35 car parking lot, trail connection and parking lot lighting, (highlighted in yellow), landscaping, and ground cover establishment

The alternate includes everything in the base bid plus: 18 additional parking stalls and additional trail connections, (highlighted in purple)

Note:

Bid Package A anticipated 41,000 cy of granular borrow. Based on the volume of clean fill coming from two city street projects, the estimated amount of granular borrow is reduced to 30,500 cy. On the lowest responsible bidders bid, this is a reduction in the bid of \$101,850. The item is based on unit prices so the City will pay for the actual amount installed. The contract is awarded under the assumption that 41,000 cy of material will be needed.

Bid Package B

	1	2	3	4	5	6
	Dahn Construction Company	Danner Inc.	Max Steininger Inc.	Engineers Estimate	Park Construction Company	Veit & Company Inc.
Base Bid	\$287,716.90	\$310,534.00	\$411,294.57	\$425,421.15	\$439,655.00	\$534,666.40
Alternate	\$5,314.00	\$5,000.00	\$1.00	\$3,000.00	\$4,100.00	\$3,200.00
Total	\$293,030.90	\$315,534.00	\$411,295.57	\$428,421.15	\$443,755.00	\$537,866.40

The base bid includes grading and trail construction and ground cover establishment in the purple highlighted area. If this bid package is awarded we will need to issue a change order to include the proper grading for the LSS property.

The yellow highlighted areas grading plan would be partially completed and ground cover established but the area would **not** receive utilities, a parking lot, trails, or landscaping.

If the Council approves Bid Package A it does not commit the city to complete the proposed playground and/or restroom/shelter in 2020. Staff will need to work on a number of different funding opportunities to help ensure the 2020 proposed improvements can be funded. A tentative schedule for the project is as follows:

June 24, 2019	Council awards contract for Phase II
July – October 2019	Construction of Phase II improvements
November 2019	City seeks reimbursement from County ELF Funds (\$600,000)
Winter 2019/2020	City develops plans and specs for playground/shelter
March 2020	City opens bids for playground/shelter
April 2020	Council awards contract for playground/shelter
May – July	Construction of playground/shelter

Operational Costs

The additional operational costs to maintain the 2019 improvements is thought to be minimal as the City has been responsible to maintain the Doffing property for the last several years.

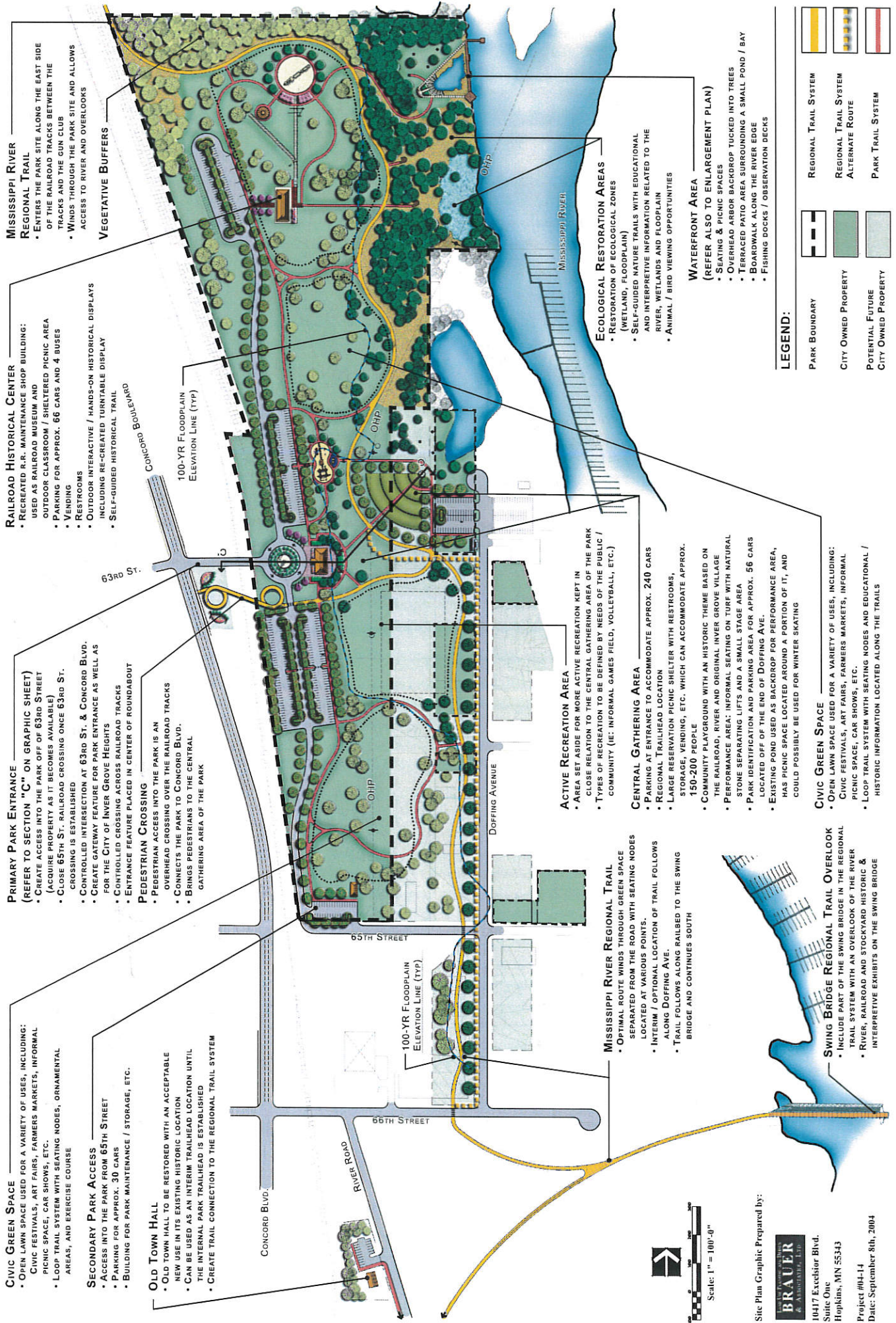
Park Capital Replacement Costs

The estimated cost to replace the 2019 capital improvements (parking lot and trails) is anticipated to be approximately \$20,000 annually and would be added to the City's PMP Fund.

2004 Heritage Village Park Master Plan

HERITAGE VILLAGE PARK ON THE MISSISSIPPI MASTER PLAN

CITY OF INVER GROVE HEIGHTS PARKS & RECREATION



2019 Heritage Village Park Master Plan



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

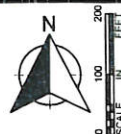
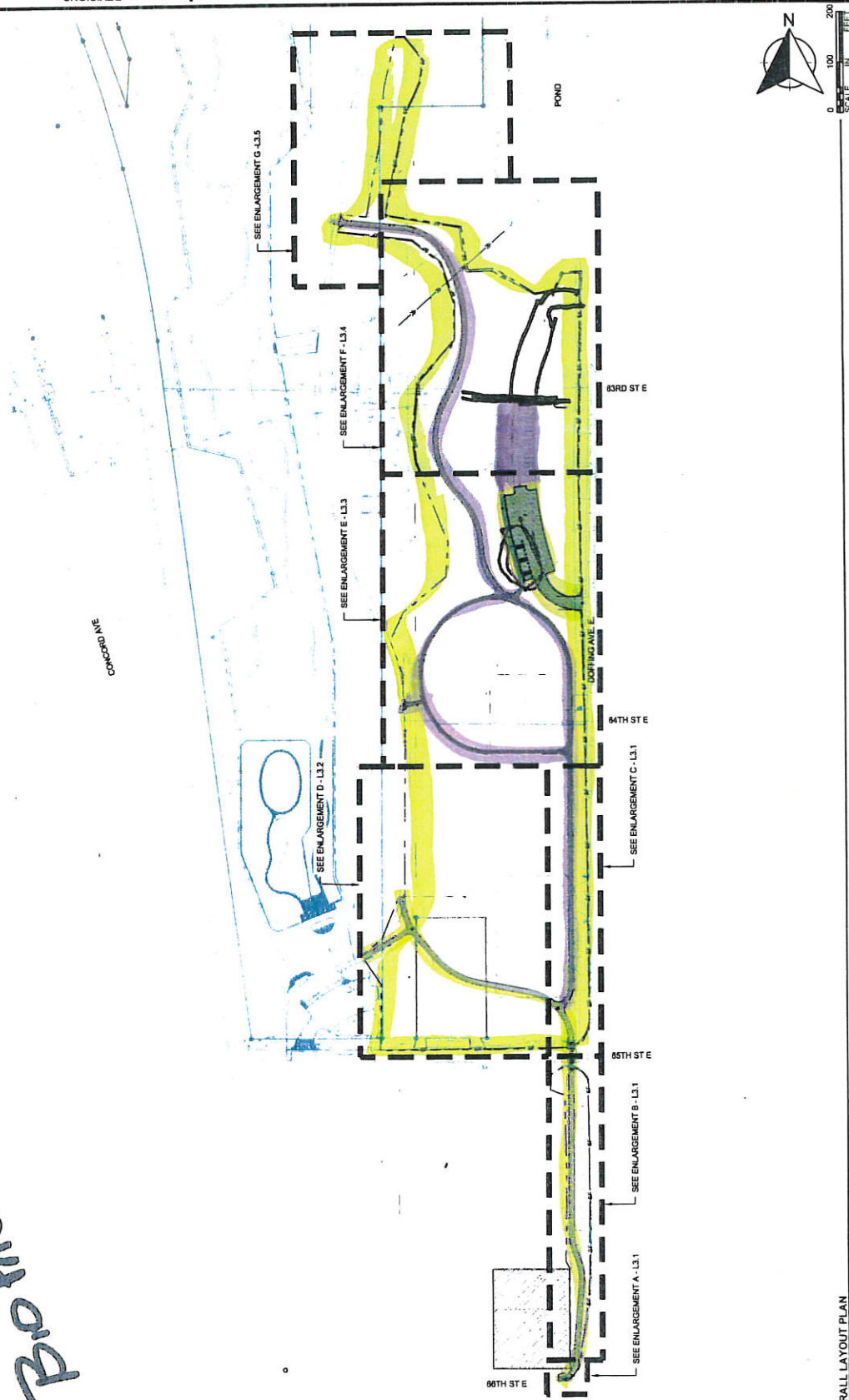
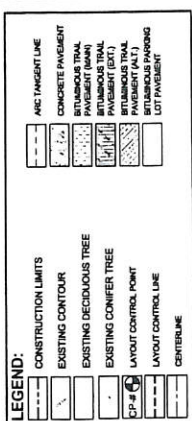
Heritage Village Park Funding Sources

**City of Inver Grove Heights
Heritage Village Park
Recommended Funding Sources
June 24, 2019**

	Bid Package A		Bid Package B
	2019	2020	2019
Revenue			
Balance of State Grant	\$ 800,000		\$ 800,000
Park 402 Fund Match	\$ 600,000		\$ 600,000
Dakota County Match	\$ 200,000		\$ 200,000
2019 Dakota County ELF Grant (\$850K)	\$ 600,000	\$ 250,000	\$ 850,000
City - TBD		\$ 700,000	
Additional Park Acquisition (Fund 402)	\$ 300,000		
Playground Fundraising (Zip Cruz)		\$ 100,000	
2019 - DEED Grant	\$ 415,000		\$ 415,000
2020 - RIG Grant		\$ 250,000	
2020 - Dakota County ELF Grant		\$ 850,000	
	<u>\$ 2,915,000</u>	<u>\$ 2,150,000</u>	<u>\$ 2,865,000</u>
Expenses			
Remainder of Dog Park	\$ 462,000		\$ 462,000
Site work, utilities grading, parking,	\$ 938,773		
Top Soil 11,000 CY	\$ 96,250		
Granular Borrow 30,500 CY	\$ 295,850		
Alt/Add (parking/trails)	\$ 111,326		
Grading, trail, & sidewalk construction			\$ 287,717
LSS Property Grading/Fill			\$ 200,000
Historical Interpretation (Swing Bridge)	\$ 84,000		\$ 84,000
Property Acquisition	\$ 600,000		\$ 600,000
Street Projects	\$ 170,052		\$ 170,000
Shelter/Restrooms		\$ 700,000	
Playground		\$ 710,000	
Site work		\$ 440,000	
Historical Interpretation (HVP)		\$ 100,000	
Construction Observation	\$ 50,000	\$ 75,000	\$ 35,200
Contingency	\$ 106,750	\$ 125,000	\$ 75,000
	<u>\$ 2,915,000</u>	<u>\$ 2,150,000</u>	<u>\$ 1,913,917</u>
Remaining	\$ -	\$ -	\$ 951,083

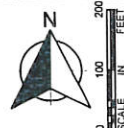
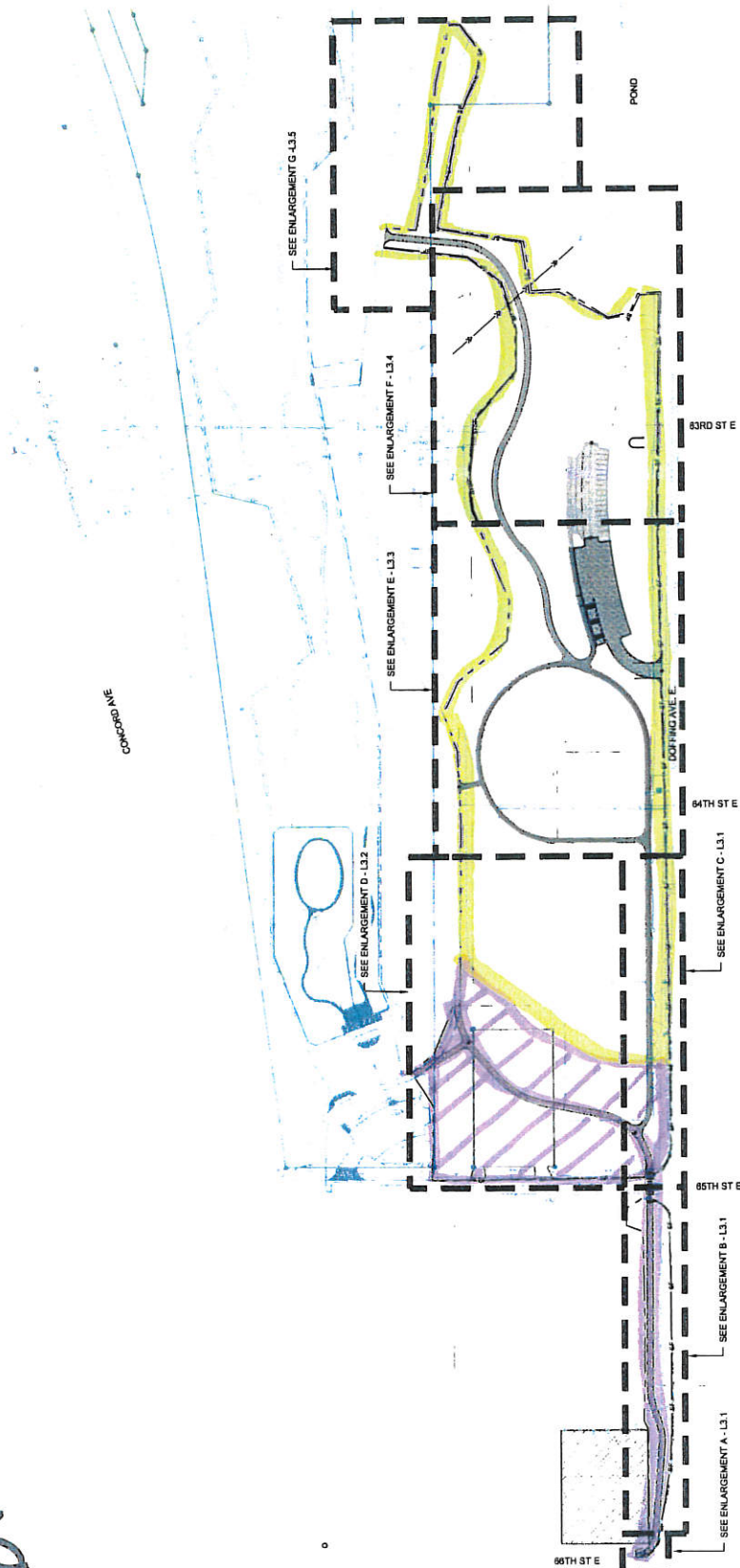
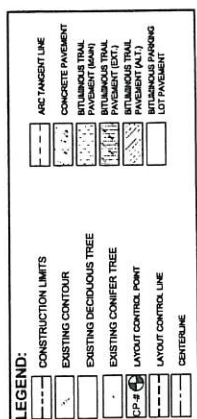
Bid Package A

Yellow Highlighted in Base Bid
Purple Highlighted in Alternate



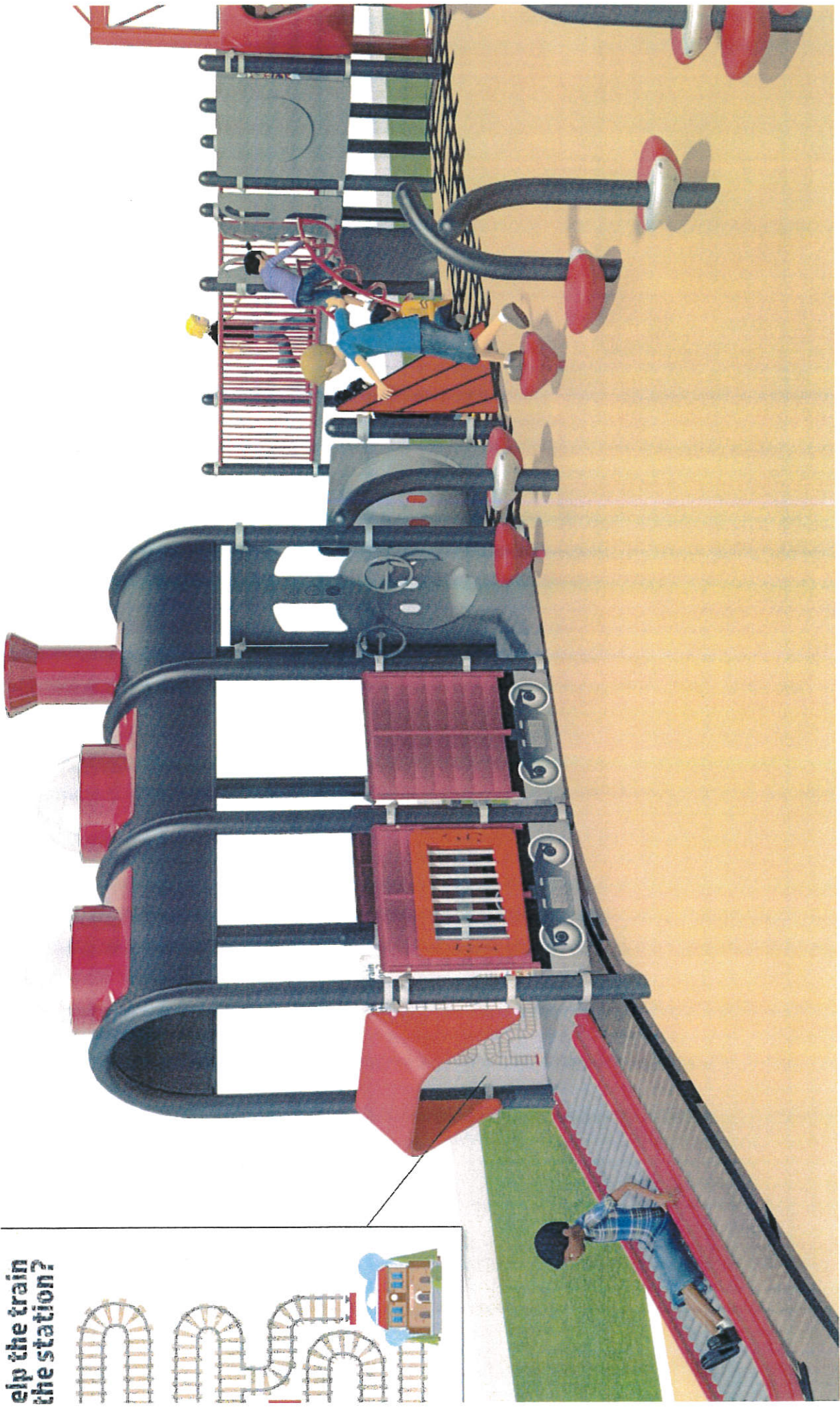
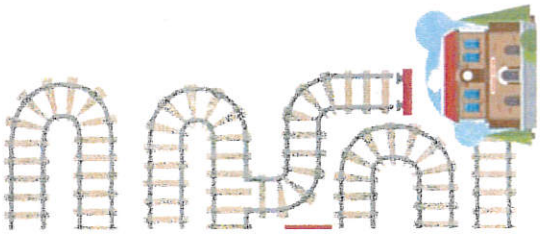
Bid Package B

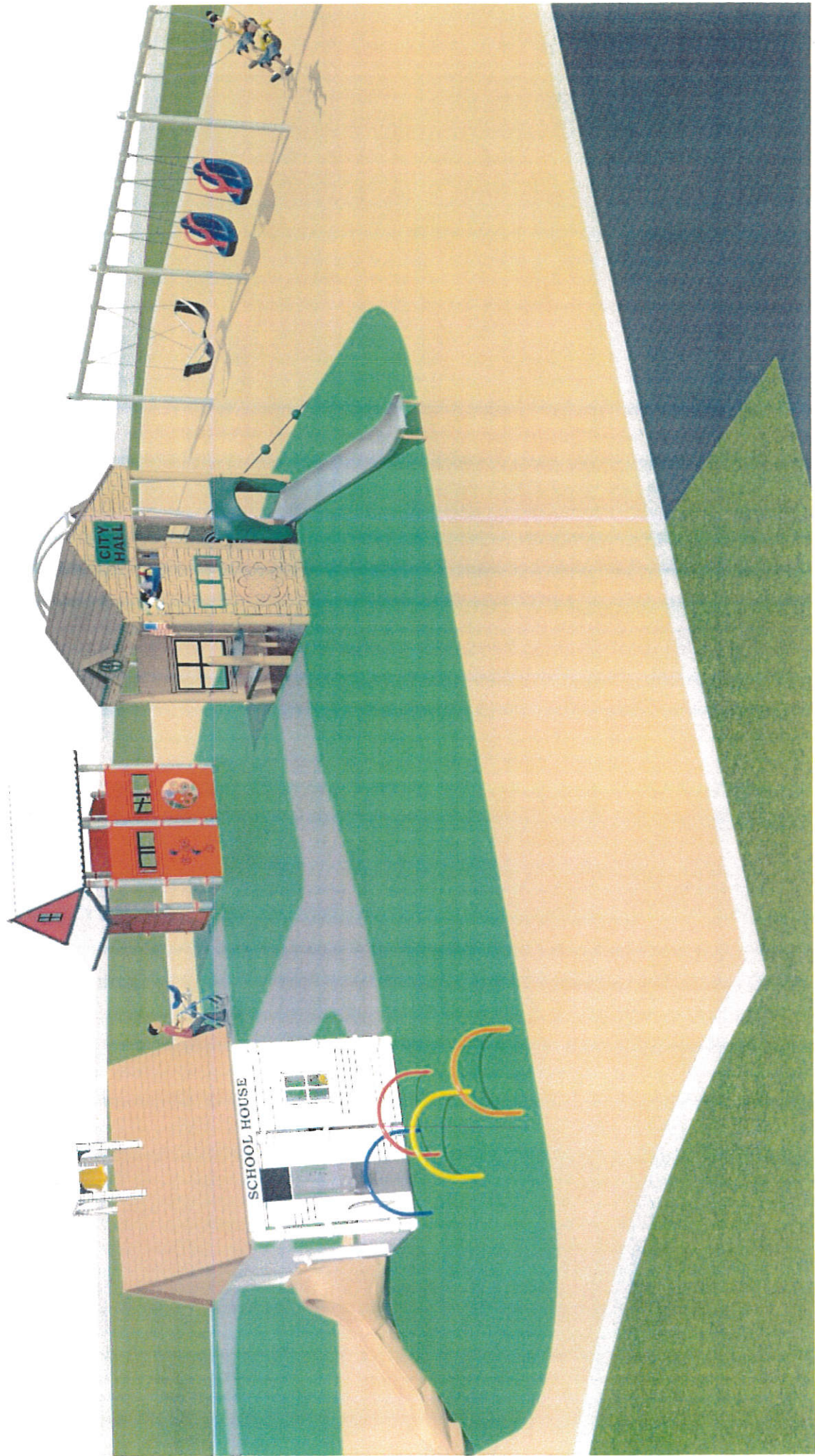
Purple Highlighted in Base Bid
**Yellow Highlighted only receives partial grading,
no trail, no parking lot**

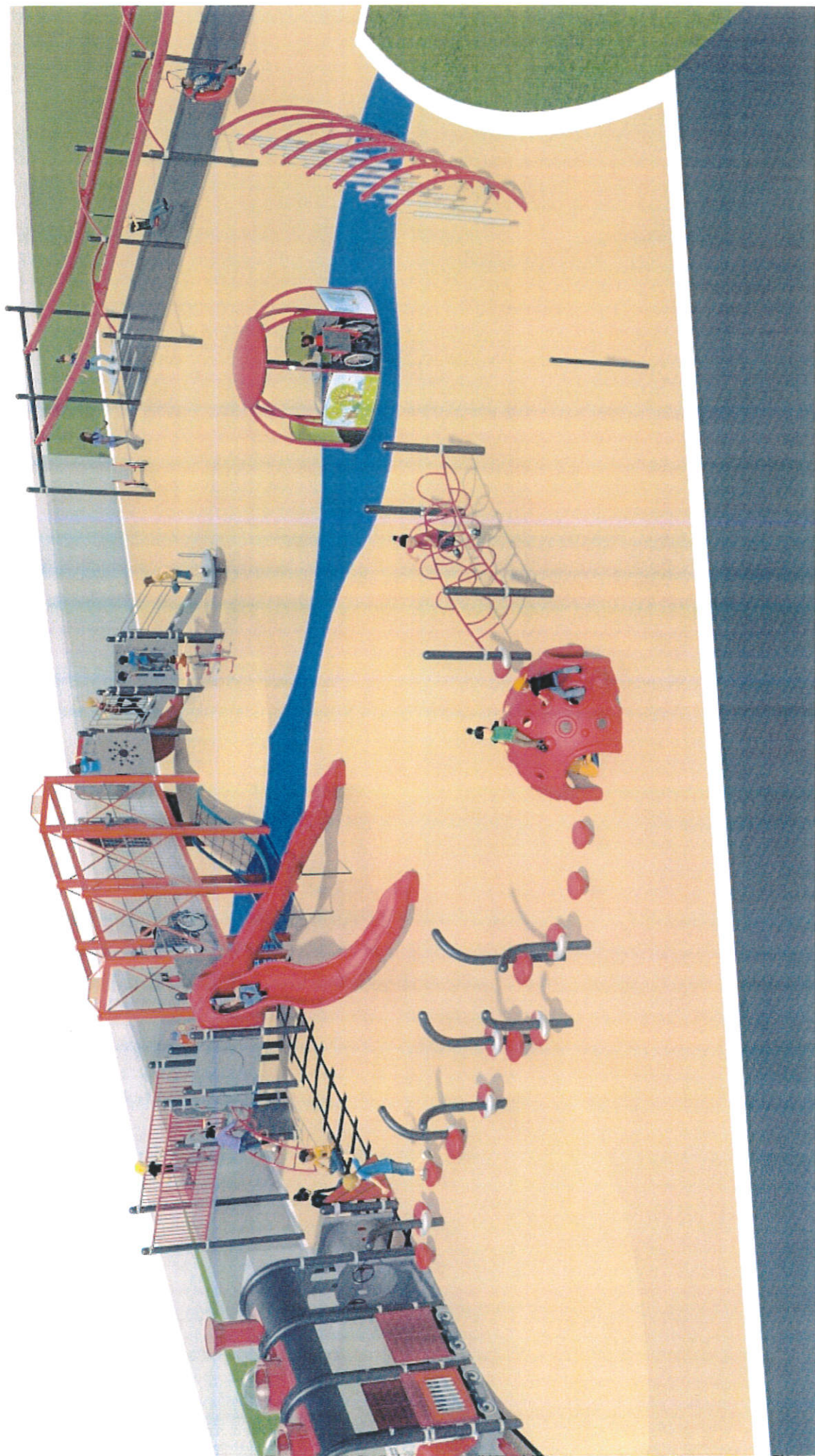


2020 Anticipated Improvements

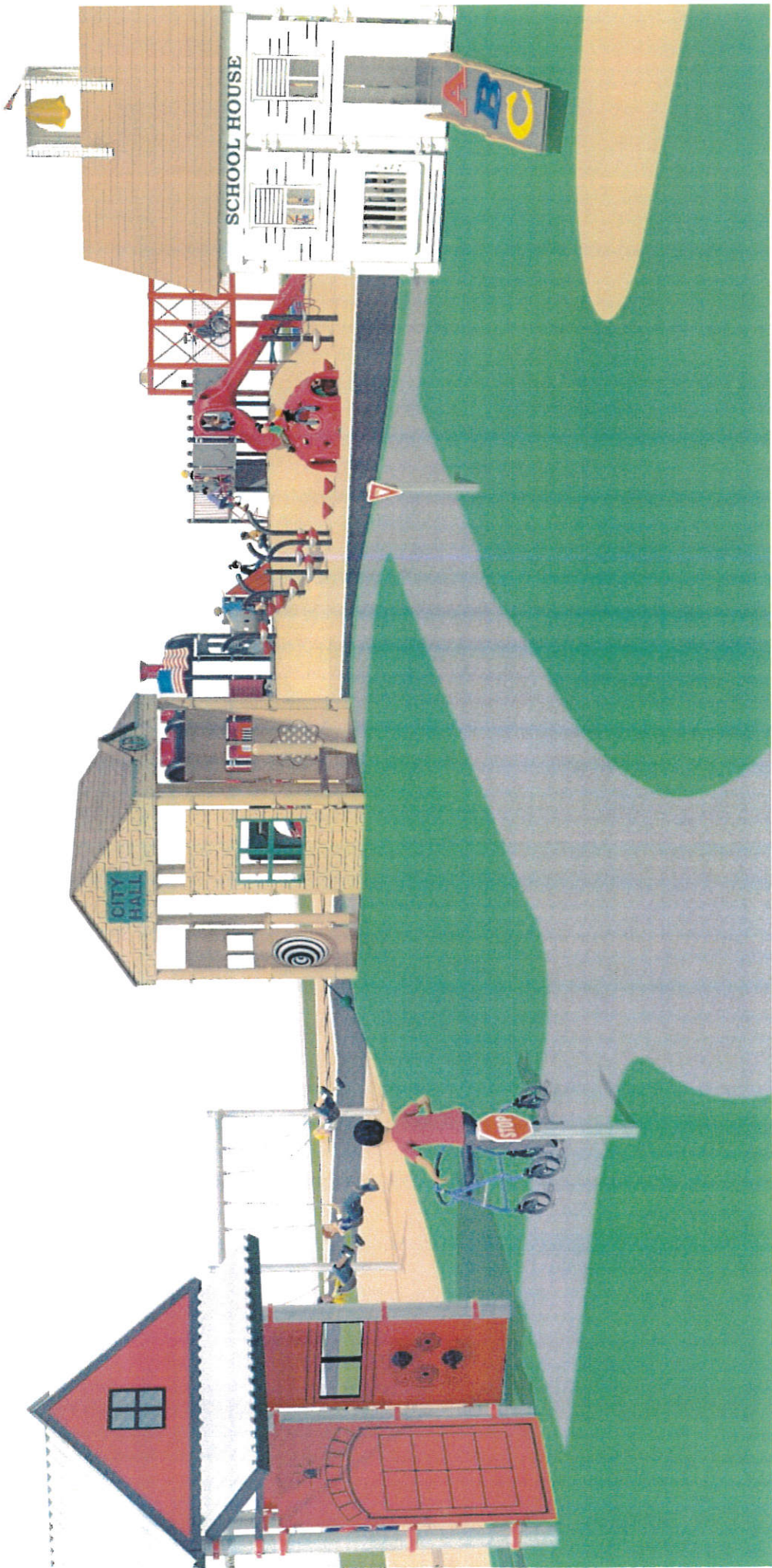
elp the train
the station?

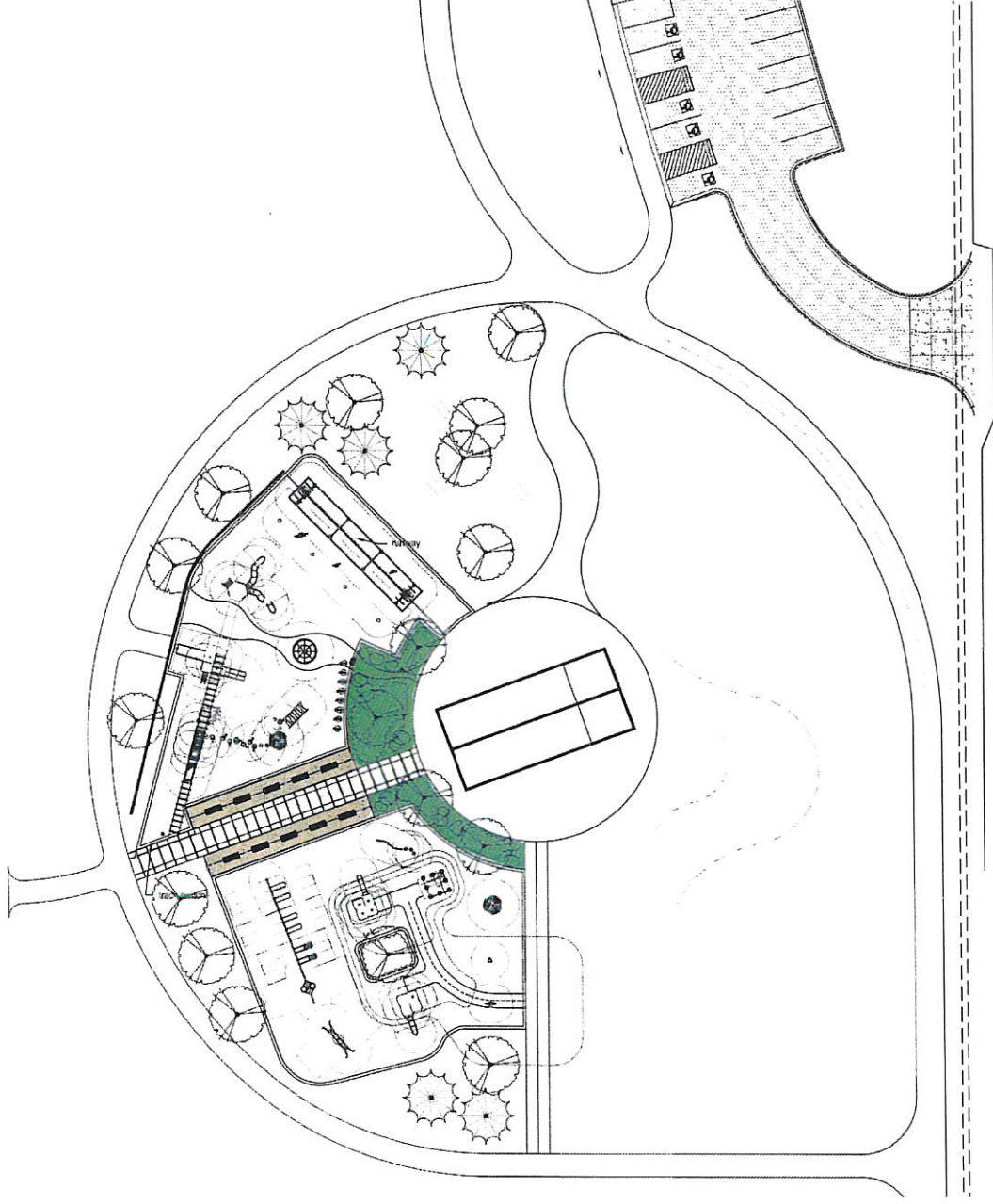








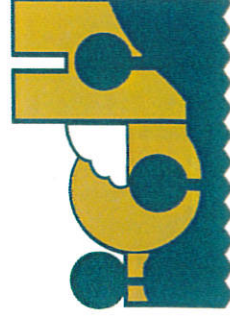
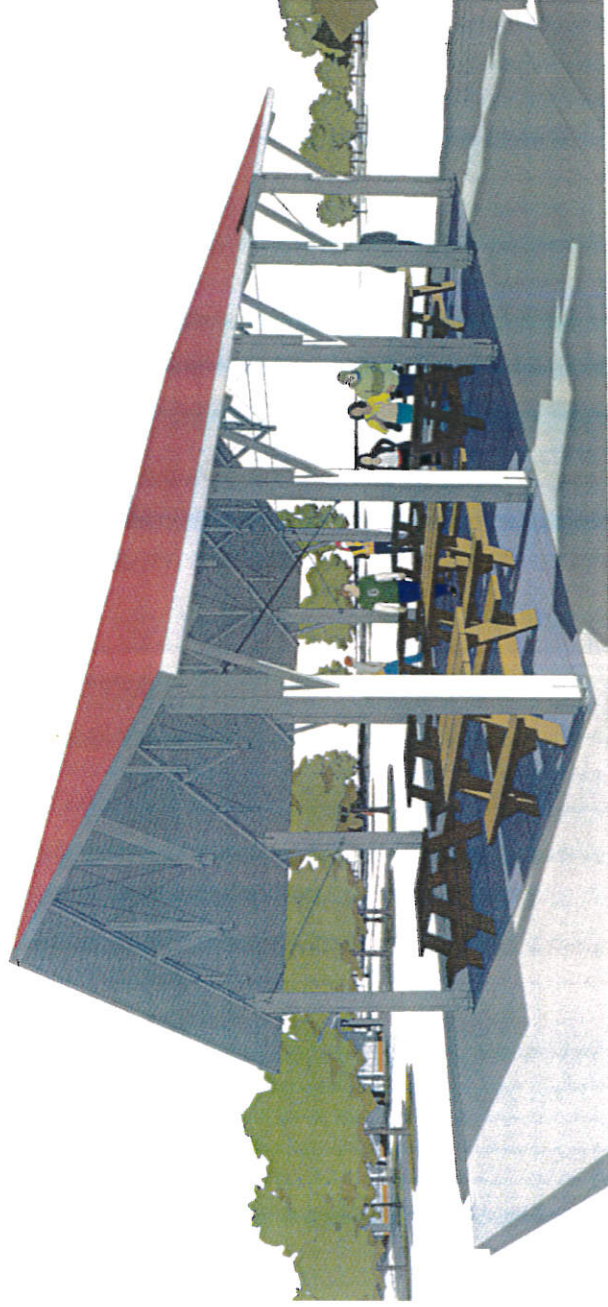




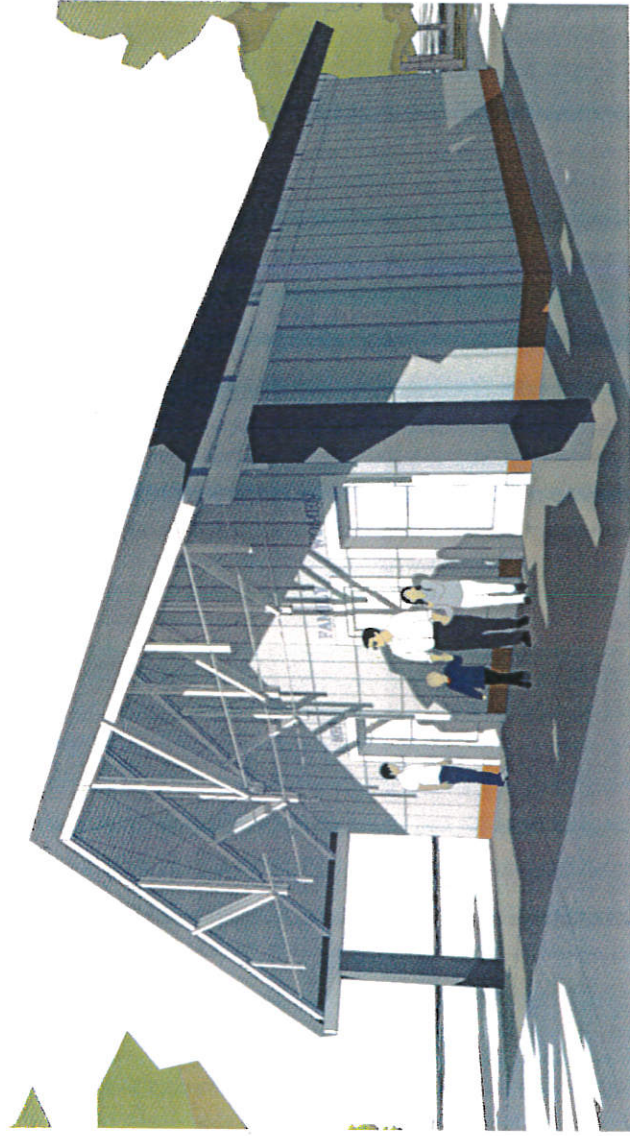
8150 Barbara Ave. Inver Grove Heights, MN 55077
651-450-2500 www.invergroveheights.org



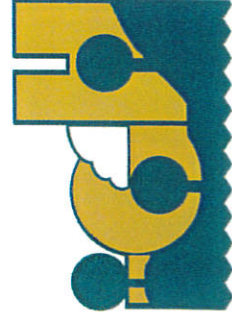
Ethics, Excellence, Engagement



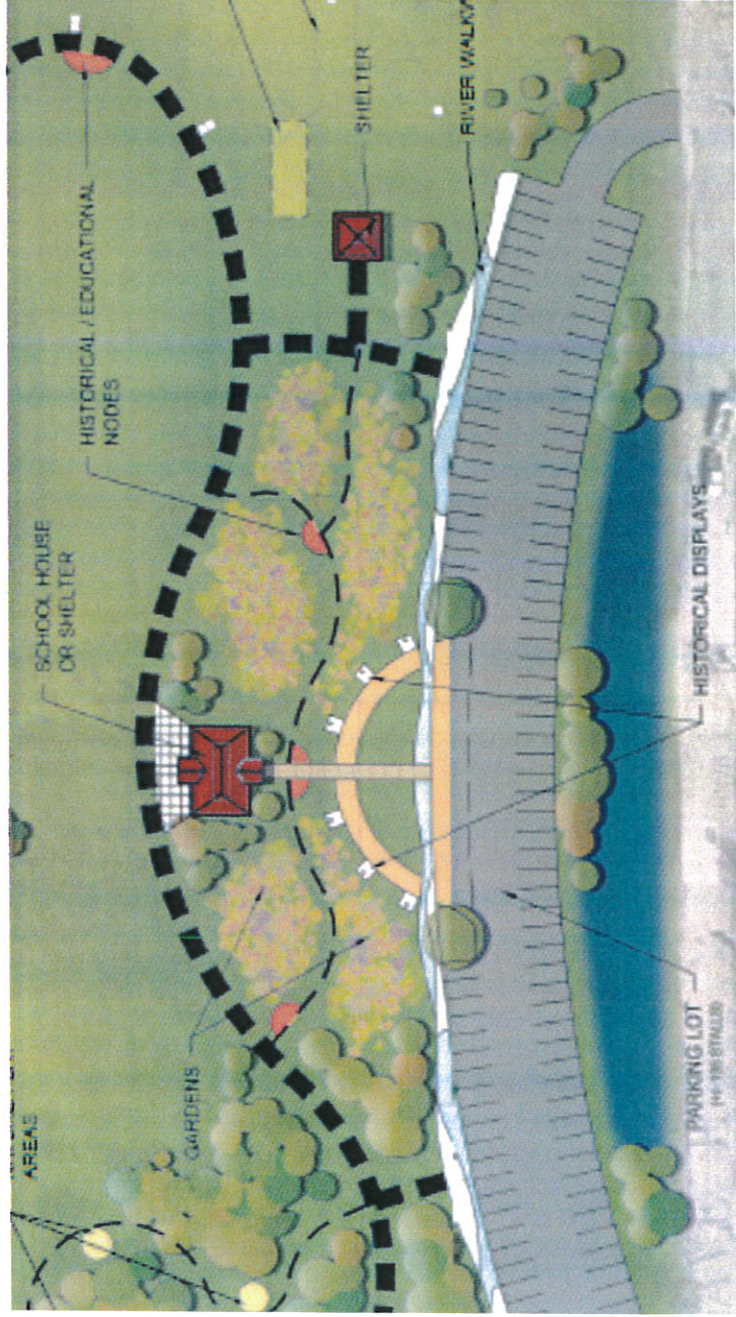
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**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
KORINE L. LAND
DONALD L. HOEFT
BRIDGET McCAULEY NASON
PETER MIKHAIL
TONA T. DOVE
AARON S. PRICE
DAVID L. SIENKO
CASSANDRA C. WOLFGRAM
DEBRA M. NEWEL
CASSANDRA J. BAUSTISTA
MATTHEW K. BROKL

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney and Bridget Nason, Assistant City Attorney
DATE: June 14, 2019
RE: Proposed Ordinance Amendment Related to Sampling of Certain Premium Cigars and Pipe Tobacco

Section 1. Second and Final Reading. The proposed ordinance amendment related to Sampling of Cigars and Pipe Tobacco is on the council agenda for June 24, 2019. The proposed ordinance is attached. The first reading of the ordinance occurred on June 10, 2019. The only difference from the first reading is that we added the following sentence to condition number 7:

No person shall consume alcoholic beverages on the premises of the tobacco products shop.

Section 2. Passage of Ordinance. The council indicated its willingness to pass the ordinance on the second reading without a third reading. To accomplish this, the council first needs a motion to suspend the rules and to allow the second reading to be the final reading without a third reading. This motion requires a unanimous vote of the entire council. If the motion to suspend the rules passes, the council then needs a motion to have the final reading of the ordinance and adopt the ordinance; this particular motion requires a majority vote of the council.

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 4,
CHAPTER 12, SECTIONS 1 AND 2 RELATED TO SAMPLING OF CIGARS AND PIPE
TOBACCO**

The City Council of Inver Grove Heights does hereby ordain:

Section 1. Amendment. Inver Grove Heights City Code Title 4 Chapter 12 Section 1 (4-12-1) is hereby amended to include the following definitions:

PREMIUM CIGAR. Any cigar that is hand-constructed, has a wrapper that is made entirely from whole tobacco leaf, has a filler and binder that is made entirely of tobacco, except for adhesives or other materials used to maintain size, texture, or flavor, and has a wholesale price of no less than \$2.

TOBACCO PRODUCTS SHOP. A retail establishment with an entrance door opening directly to the outside that derives more than 90 percent of its gross revenue from the sale of loose tobacco, plants, or herbs and cigars, cigarettes, pipes, and other smoking devices for burning tobacco and related smoking accessories and in which the sale of other products is merely incidental. A tobacco products shop does not include a tobacco department or section of any individual business establishment with any type of liquor, food, or restaurant license.

Section 2. Amendment. Inver Grove Heights City Code Title 4 Chapter 12 Section 2 (4-12-2) is hereby amended to read as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

The owner or operator of a retail establishment shall not allow the sampling of tobacco, tobacco related devices or electronic delivery devices within the indoor area of a retail establishment except for the sampling of premium cigars and pipe tobacco and electronic delivery devices only as permitted herein. The sampling of tobacco, tobacco related devices or electronic delivery devices is prohibited within the indoor area of a retail establishment except for the sampling of premium cigars and pipe tobacco and electronic delivery devices only as permitted herein.

Sampling of premium cigars and pipe tobacco may occur in a tobacco products shop subject to the following conditions:

1. The tobacco products shop must sell premium cigars.

2. In addition to premium cigars, the tobacco products shop may sell cigar accessories, pipe tobacco, or pipe tobacco accessories, but may not sell any other tobacco-related accessories.
3. The tobacco products shop may not sell cigarettes or any other form of tobacco or tobacco products other than premium cigars and pipe tobacco.
4. The tobacco products shop may not allow the sampling of cigarettes or any other tobacco or tobacco products other than premium cigars and pipe tobacco.
5. The tobacco products shop may not sell premium cigars or pipe tobacco to individuals under twenty-one (21) years of age.
6. The tobacco products shop may not allow the sampling of premium cigars or pipe tobacco by individuals under twenty-one (21) years of age.
7. No alcoholic beverages may be sold or served on the premises of the tobacco products shop. No person shall consume alcoholic beverages on the premises of the tobacco products shop.
8. Only premium cigars and pipe tobacco purchased at the tobacco products shop may be sampled on site and sampling must occur contemporaneously with the purchase for sampling of the premium cigar or pipe tobacco.

Retail establishments located within the city which permit the sampling of electronic delivery devices as of the date of adoption of this chapter may continue to allow the sampling of electronic delivery devices. The following retail establishments located within the city permit sampling as of the date of adoption of this chapter:

Vappour Shoppe, 5854 Blaine Avenue;
Inver Grove Tobacco, 6570 Cahill Avenue;
Cahill Tobacco, 7806 Cahill Avenue;
E-Puff USA, 1148 Mendota Road.

If a retail establishment listed above moves locations within the city, the retail establishment may continue to allow the sampling of electronic delivery devices at its new location; the retail establishment may not add another location in the city where sampling of electronic delivery devices is permitted.

Provided, however, if any of the above identified retail establishments sell or transfer ownership thereof or have a change in ownership where a majority of the stock membership units or interests in the entity are different than exist as of the date of adoption of this chapter, then the right to permit sampling of electronic delivery devices shall cease with respect to that retail establishment. (Ord. 1304, 11-9-2015)

Section 3. Effective Date. This Ordinance shall become effective and be in full force and effect after its adoption and publication as provided by law.

Passed in regular session of the City Council on the 24th day of June 2019.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Joe Lynch, Interim Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Kenton and Rosalyn Miller – Case No. 19-21

Meeting Date: June 24, 2019

Item Type: Regular

Contact:  Heather Botten 651.450.2569

Prepared by: Heather Botten, Associate Planner

Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Variance to allow a six-foot high fence to be located 25 feet from the front property line whereas 30 feet is required for property located at 5824 Blackberry Trail.

- Requires a 3/5th's vote
- 60-day deadline: June 25, 2019 (first 60-days)

SUMMARY

The applicant is requesting a variance to allow a six-foot high privacy fence 25 feet from the front property line whereas 30 feet is required. The reasons for the fence setback requirement appear to be mainly visibility for traffic and emergency vehicles along the street and driveways. A second reason would be uniformity along front views and visual appeal. City code allows fences within the front yard setback to be 42" or shorter.

Staff believes the proposed fence would not have an adverse effect on the neighborhood. The property is unique in that the fence would be located within a wooded area and may not be visible from the road. The property also has a larger than average right-of-way between the edge of the road and property line, making the location of the six foot fence 35-43 feet from the edge of the road. Staff believes a practical difficulty can be found in the fact that the visibility from the road and driveways would not be impacted, and the fact that there is a larger than average right-of-way.

Planning Staff: Based on the information provided staff recommends approval of the variance request with the condition listed in the attached resolution.

Planning Commission: At the June 4, 2019 public hearing, the Planning Commission recommended approval of the request, but the motion failed (3-5). No further actions were taken.

Attachments: Approval resolution
Letter from neighbor
PC recommendation
Planning staff report

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

RESOLUTION NO. 19-_____

**RESOLUTION APPROVING A VARIANCE TO ALLOW A FENCE TALLER THAN 42
INCHES WITHIN THE FRONT YARD SETBACK**

CASE NO. 19-21V
Kenton & Rosalyn Miller

Property located at 5824 Blackberry Trail and legally described as follows:

Lot 1, Block 3, Foresthaven, according to the recorded plat, Dakota County, Minnesota

WHEREAS, an application has been received for a variance to allow a six-foot fence 25 feet from the front property line whereas 30 feet is required;

WHEREAS, the afore described property is zoned R-1C, Single-family Residential;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on June 4, 2019 in accordance with City Code Section City Code 10-3-3 C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

- a. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- b. The height and location of the fence does not appear to have any adverse impacts on the neighboring properties.
- c. The property is unique in that the fence does not affect visibility from the road or driveway, and the right-of-way from the edge of the road to the property line is larger than average making the location of the fence still 35-43 feet from the edge of the road.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a fence taller than 42 inches within the front setback is hereby approved subject to the following condition:

- 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Division except as modified herein.

BE IT FURTHER RESOLVED that the City 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 24th day of June, 2019.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Joe Lynch, Deputy Clerk

Add to Item

- Miller

Heather Botten

From: Wisem932 <wisem932@aol.com>
Sent: Monday, June 3, 2019 3:08 PM
To: Heather Botten
Subject: Variance for Kenton & Roslyn Miller

Dear Ms. Botten,

I am sorry to be writing to you so late in this process, but I have been out of the country for the past two weeks. I want you to know that as Kent & Roslyn's neighbor (I'm at 5834 Blackberry Trail), I support his request for a variance. I do not view it as any sort of problem for my own property.

Thank you,

Michael Wise
In re: Case No. 19-21V

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: June 4, 2019

SUBJECT: **KENTON AND ROSALYN MILLER – CASE NO. 19-21V**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance to allow a six-foot fence to be located 25 feet from the front property line whereas 30 feet is required, for the property located at 5824 Blackberry Trail. 4 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting a variance to allow a six-foot high privacy fence 25 feet from the front property line whereas 30 feet is required. The reasons for the fence requirement appear to be mainly visibility for traffic and emergency vehicles along the street and driveways. A second reason would be uniformity along front views and visual appeal. Staff believes installing a six-foot fence 25 feet from the front property line to be a reasonable use of the property as it would be setback over 35 feet from the road. Staff also believes that the proposed fence would not be out of character for the neighborhood. Staff believes a practical difficulty can be found in the fact that the proposed fence would be located up to a retaining wall, would be within a wooded area with trees located closer to the property line than the fence, and the fence would not affect the visibility along the right-of-way or neighboring driveway. Staff recommends approval of the request with the one condition listed in the report. Commissioners received a copy of an email from one of the neighbors that is in support of the request. Staff also received a phone call with general inquiries.

Commissioner Robertson asked if the variance required a practical difficulty.

Chair Maggi replied in the affirmative, stating the practical difficulty as defined by staff was listed in the report.

Commissioner Wippermann asked if the applicant was requesting two variances; one for setback and the other for the height of the fence.

Ms. Botten replied that one variance was being requested to allow a six-foot privacy fence 25 feet from the property line.

Ms. Botten advised that the applicant can have a fence in the front yard up to 42 inches; the variance is to allow it to be six-foot high.

Commissioner Wippermann asked what the practical difficulty would be for the height allowance.

Ms. Botten replied that the reasons listed include the proposed fence not affecting visibility from the road for emergency vehicles or for traffic, it not adversely affecting any of the neighbors, and being setback further than the existing trees on the property.

Commissioner Robertson questioned whether those were practical difficulties.

Ms. Botten replied that was what staff recommended as a practical difficulty; however, Planning Commissioners could make their own recommendation.

Opening of Public Hearing

Ken Miller, 5824 Blackberry Trail, advised he was available to answer any questions.

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

Mr. Miller replied in the affirmative. He showed photos of where the fence would be located, noting that it would be located behind existing trees, next to a retaining wall, and would be barely visible from the road.

Commissioner Niemioja asked if the fence could be moved to a different location on his property.

Mr. Miller replied that currently a six-foot fence would need to be 30 feet from the front property line; he is requesting that it be 25 feet from the road. He would be allowed to have a 42-inch fence 25-feet from the road, but he would prefer the entire fence be six feet high rather than having the front five feet only 42-inches.

Chair Maggi asked the applicant why he would not end the fence at 30 feet as permitted by code.

Mr. Miller replied that he wants to abut his retaining wall on the one side and the suggested location is a good ending point.

Commissioner Robertson noted that a six-foot fence is higher than what code allows.

Mr. Miller replied that he would like the front five feet to be the same height as the rest of the fence.

Commissioner Scales clarified that the only part of the proposed fence that is not allowed by code to be six feet is the front five feet.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Chair Maggi stated the question seems to be defining a practical difficulty.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Lissarrague, to approve the request for a variance to allow a six-foot fence to be located 25 feet from the front property line whereas 30 feet is required, for the property located at 5824 Blackberry Trail, with the practical difficulty as stated in the report.

Commissioner Niemioja was in favor of the request but did not feel that being located next to a retaining wall, being in a wooded area, and not affecting visibility along the right-of-way was a practical difficulty and would set an undesirable precedent.

Commissioner Lissarrague stated the request made sense to him and he did not believe there

would be many similar situations throughout the city.

Commissioner Kramer asked if the existing trees, retaining wall, and land contours could be considered the plight of the landowner due to circumstances unique to the property.

Chair Maggi replied that the retaining wall was a manmade structure, but trees and topography were sometimes used as a practical difficulty.

Commissioner Robertson questioned whether in this case the trees require the applicant to bring the fence to that location, or rather was it that the trees happen to be there and it would be nice to have the fence meet them, which is not a practical difficulty.

Chair Maggi stated you could argue that practical difficulty for coming five feet forward but not for the additional height.

Motion failed (3/5 - Simon, Maggi, Niemioja, Wippermann, Robertson).

Motion by Commissioner Niemioja to approve the setback variance based on the preservation and use of the trees and the land.

Mr. Hunting clarified that there was no setback variance being requested. The request is to allow a six-foot fence to be 25 feet from the property line.

Commissioner Niemioja withdrew her motion.

This item goes to the City Council on June 10, 2019.

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

HEARING DATE: June 4, 2019

CASE NO: 19-21V

APPLICANT & PROPERTY OWNER: Kenton & Rosalyn Miller

REQUEST: Variance to allow a fence taller than 42 inches within the front setback

LOCATION: 5824 Blackberry Trail

COMPREHENSIVE PLAN: Low Density Residential

ZONING: R-1C, Single-family Residential

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botten
Associate Planner



BACKGROUND

The property owner is requesting a variance to allow the construction of a six-foot high privacy fence, 25 feet from the front property lines whereas 30 feet is required. City code requires any fence within a front yard to be no higher than 42 inches. The reasons for the fence requirements appear to be mainly visibility for traffic and emergency vehicles along the street and driveways. A second reason would be aesthetics, both in uniformity along front views and visual appeal. The portions of the proposed fence within the front yard setback would be located within a wooded area, set back 25 feet from the front property line.

SPECIFIC REQUEST

The following specific application is being requested:

- A Variance to allow a six-foot fence within the front yard setback whereas 42 inches is the maximum height allowed.

EVALUATION OF THE REQUEST

SURROUNDING USES:

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

North, South, and West: Single-family homes; zoned R-1C, single-family; guided LDR, low density residential

West: Single-family homes; zoned PUD, Planned Unit Development; guided LDR, low density residential

VARIANCE REVIEW

City Code Title 11, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variance, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The area is developed with single-family homes. The intent of the rule appears to be mainly visibility for traffic and emergency vehicles along the street and driveways. The fence encroachment would be located 25 feet from the property line, not affecting any traffic visibility from the road or neighboring driveways. The request is in harmony with the intent of the comprehensive plan as the lot is being utilized as a residential lot which would contain improvements such as fences.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

City code allows fences 42-inch high, with 75% clear visibility within the front yard setback. Fences along the side and rear property lines can be solid and up to seven feet in height. Staff believes installing a six-foot privacy fence within a small portion of the front yard to be a reasonable use of the property when it is located 25 feet from the property line and over 35 feet from the road.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The property is unique in the fact the proposed fence would be located up to a retaining wall on the west side, would be located within a wooded area and may not even be seen from the road. The fence would not affect the visibility along the right-of-way or neighboring driveway as there would be trees closer to the road than the proposed fence and when you include the right-of-way the fence locations would be over 35 feet from the edge of the road.

4. *The variance will not alter the essential character of the locality.*

The proposed fence would not alter the essential character of the neighborhood. One of the functions of setback requirements is to maintain consistency of structure placement and aesthetic qualities from street and neighboring views. Aesthetically, the proposed fence locations would be located in a wooded area, setback 25 feet from the property line. There would be no impact to site lines or traffic visibility concerns.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

The Planning Commission has the following actions available for the request:

Approval: If the Planning Commission finds the variance application to be acceptable, the following action should be taken:

A. Approval of the Variance to allow the construction of a six-foot high privacy fence within the front yard setback subject to the following condition:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Division except as modified herein.

Denial: If the Planning Commission does not favor the proposed variance, 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 believes the proposed fence would not be out of character of the neighborhood and is consistent with the comprehensive plan. The request to install a six-foot fence within the front setback is a reasonable use of the property and does not appear to have an adverse impact on the neighboring properties. A practical difficulty can be found in the fact the proposed fence would be located up to a retaining wall on the west side, would be located within a wooded area with trees located closer to the property line than the fence and the fence would not affect the visibility along the right-of-way or neighboring driveway.

Based on the information in the preceding report and the condition listed in Alternative A, staff is recommending approval of the fence height variance.

Attachments: Location map
 Applicant narratives
 Site plan
 Photos of the property

Date April 26, 2019

Topic Privacy Fence Variance - Residential

Meeting Objectives

West fence
encroachment

Notes Telephone 651-755-5862 or kenton.miller@deltacomm.com

I Kenton Miller am requesting a 5 foot extension to a privacy fence requiring a variance on my southern property line to meet with a 3 foot high existing retaining wall. The 5 foot privacy fence extension would also terminate at the end of the tree line thus enhancing the look of the rest of the fence that only requires a permit to establish. The 5 foot privacy fence extension would not be detrimental to the public welfare or the neighborhood in which the property is located. The 5 foot privacy fence extension does not affect the supply of light and air to adjacent properties. The 5 foot privacy fence extension is in keeping with the spirit and intent of the City Code and Comprehensive Plan by not visually impairing any motorists.

I would very much appreciate the permission of this 5 foot privacy fence extension to enhance the entire fence line.

Thank you,

Kent Miller
Kent Miller

Action Items

east fence
encroachment

Date May 17, 2019

Topic Privacy Fence Variance - Residential

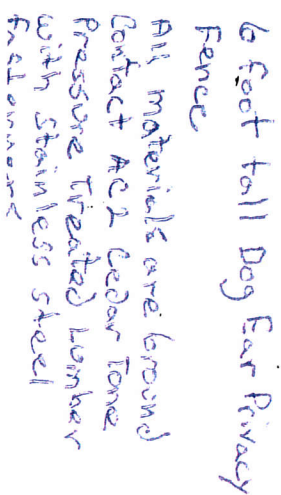
I Kenton Miller am requesting a 5 foot extension to a privacy fence requiring a variance on my northern property line to meet up with an existing stand of mature trees. The 5 foot variance of privacy fence extension would still contain the end of the fence line in heavy woods cover to be hardly noticeable from the street as well as neighbor. The 5 foot privacy fence extension would not be detrimental to the public welfare or the neighborhood in which the property is located. The 5 foot privacy fence extension does not affect the supply of light and air to adjacent properties. The 5 foot privacy fence extension is in keeping with the spirit and intent of the City Code and Comprehensive Plan by not visually impairing any motorists.

I would very much appreciate the permission of this 5 foot privacy fence extension to enhance the entire fence line.

Thank you,

Kenton Miller
Kenton Miller

Twitter Done Right:

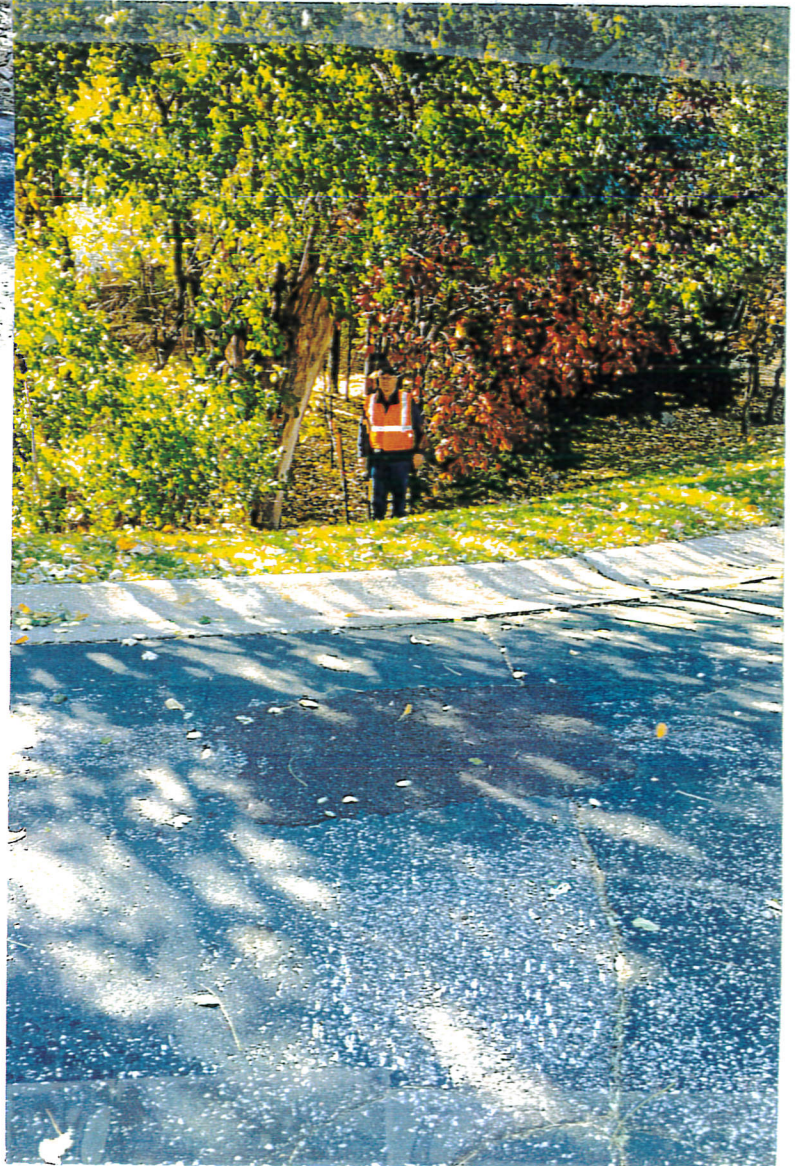




end of the
west fence line



end of the
north-easterly
fence line. →



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

MARK ENGEN – CASE NO. 19-25CV

Meeting Date: June 24, 2019

Item Type: Regular

Contact:  Heather Botten 651.450.2569

Prepared by:  Heather Botten, Associate Planner

Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider the following resolutions for the property located at 9255 Courthouse Boulevard:

- a) A Resolution relating to a Conditional Use Permit to exceed the maximum impervious surface on the property.
 - Requires a 4/5th's vote
- b) A Resolution relating to a Variance to allow two accessory structures on the property whereas one is the maximum allowed.
 - Requires a 3/5th's vote.
 - 60-day deadline: July 7, 2019 (first 60-days)

SUMMARY

The applicant purchased the property a couple years ago and added additional impervious surface to the site as he was unaware of the code requirements. The applicant is over the allowed amount by 4,862 square feet, which is within the 10% of lot size allowed with a conditional use permit. Engineering has reviewed the request and is working with the applicant on the stormwater and grading requirements. The applicant has agreed to give the City an easement over the natural basin on the property in lieu of installing a raingarden.

The applicant is also requesting an after-the-fact variance to allow more than one detached accessory building on the property. A neighbor was moving and offered the 400 square foot structure to the applicant. The property also has a 1,400 square foot detached structure, whereas only one is allowed. A building permit was not applied for or approved for the 400 square foot structure.

City Code allows lots in the E-1 district to have one detached accessory structure; lots greater than 5 acres would be allowed two detached accessory buildings. The applicants property is 2.67 acres in size. The applicant stated that the additional structure is for his own personal use and to store his personal items.

Staff does not support the variance as presented due to the fact the property is not unique and a practical difficulty has not been identified. Staff believes the request does not satisfy the variance criteria as there is an attached garage and a 1,400 square foot detached accessory building complying with zoning code requirements. Additionally, approving the variance could set a precedent for the number of accessory buildings allowed on lots less than 5 acres in size.

Planning Staff: Staff recommends **approval** of the conditional use permit to exceed the maximum impervious surface on the property with the conditions listed in the attached resolution.

Staff recommends **denial** of the variance request as the conditions of the property are not unique and approval of the variance could set a precedent for other requests. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance; the number of accessory buildings may be considered a convenience to the applicant, not a practical difficulty.

Planning Commission: At the June 4, 2019 public hearing, the applicant was present.

The Planning Commission recommended **approval** of the conditional use permit (8/0).

The Planning Commission recommended **denial** of the variance request stating the facts presented did not satisfy the criteria needed to show a practical difficulty (8-0).

Attachments: CUP approval resolution
Variance denial resolution
PC recommendation
Planning staff 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**

Mark Engen
Case No. 19-25C

WHEREAS, an application for Conditional Use Permit (CUP) has been submitted for the property located at 9255 Courthouse Blvd and legally described as:

**Lot 1, Block 1, Farmstead Acres, according to the plat thereof, on file and of record in the
Office of the Dakota County Recorder**

WHEREAS, the afore described property is zoned E-1, Estate Residential;

WHEREAS, the property is 2.67 acres in size;

WHEREAS, the abovementioned site is allowed 16,335 square feet of impervious coverage, the request is to allow an additional 4,862 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 June 4, 2019;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow 4,862 square feet of impervious surface above the allowed amount but 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 Drainage and Utility easement shall be provided on the property as required by the Engineering Department. The applicant shall provide the legal description of the easement to be dedicated.

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 24th day of June, 2019.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joseph Lynch, Deputy Clerk

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

RESOLUTION NO. ____

**RESOLUTION DENYING A VARIANCE TO ALLOW TWO ACCESSORY BUILDINGS
ON THE PROPERTY WHEREAS ONE IS THE MAXIMUM ALLOWED**

**Mark Engen
CASE NO. 19-25CV**

WHEREAS, an application for a Variance has been submitted for the property located at 9255 Courthouse Blvd and legally described as:

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

WHEREAS, an application has been received for a Variance to allow two accessory buildings on the property whereas one is the maximum allowed;

WHEREAS, the afore described property is zoned E-1, Estate residential;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on June 4, 2019 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

1. The conditions of the property were not so limiting or unique that the property could not be used in a reasonable manner without the variance. The property would still function as a residential lot with an existing attached garage and a 1,400 square foot detached structure.
2. Approval of the variance to allow more than one accessory building on the property could set a precedent for other accessory building requests on lots less than 5 acres in size.
3. The facts presented do not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance; the number of accessory buildings may be considered a convenience to the applicant, not a practical difficulty.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow two detached accessory buildings whereas one is the maximum is hereby denied.

Adopted by the City Council of Inver Grove Heights this 24th day of June, 2019.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Joe Lynch, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: June 4, 2019

SUBJECT: **MARK ENGEN – CASE NO. 19-25CV**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance to allow two accessory buildings on the property whereas one is the maximum allowed, and a conditional use permit to exceed the maximum impervious surface allowed, for the property located at 9255 Courthouse Boulevard. 28 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant purchased the property a couple years ago and added additional impervious surface to the site as he was unaware of the code requirements. The applicant is over the allowed amount by 4,862 square feet, which is within the 10% allowed with a conditional use permit. Engineering has reviewed the request and is working with the applicant on the stormwater and grading requirements. The applicant has agreed to give the City a 10-foot drainage and utility easement along the front and an easement over the natural basin on the property in lieu of installing a raingarden. The applicant is also requesting an after-the-fact variance to allow more than one accessory building on the property. A neighbor was moving and offered the 400 square foot structure to the applicant. The property also has a 1,400 square foot detached structure, whereas only one is allowed. Staff does not believe that the applicant identified practical difficulties to comply with the variance criteria and that approving the variance could set a precedent for the number of accessory buildings allowed in the E-1 district. Staff recommends denial of the request for a variance, based on the reasons listed in Alternative B of the report, and approval of the request for a conditional use permit to exceed the maximum impervious surface.

Commissioner Simon asked if the applicant pulled a permit for the additional concrete or the new accessory structure.

Ms. Botten replied that no permits were pulled, however, permits were not necessarily required for the concrete work, especially behind the garage and on the sides.

Commissioner Simon asked if the impervious surface associated with a building permit was counted, such as a patio being poured next to a garage addition.

Ms. Botten replied that the patio would still count towards total impervious surface; however, the concrete does not require a permit.

Opening of Public Hearing

Mark Engen, 9255 Courthouse Boulevard, advised he was available to answer any questions.

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

Mr. Engen replied in the affirmative. He advised that he essentially replaced his blacktop with

concrete and filled in the space between the two driveways. He was told he did not need a permit to remove his blacktop and replace it with concrete. He has agreed to work with the engineering staff regarding easements. He advised that the structure was previously on the property across the street from him. They gave it to him when they sold their property and he assumed it would be okay to bring it across the street onto his property. He questioned why the structure was acceptable on his neighbors' property but not on his own.

Chair Maggi stated that allowing only one accessory structure has been in the code for quite some time and it was unfortunate the applicant was not aware of the rule.

Commissioner Simon asked the applicant if he could define a practical difficulty for having the second structure.

Mr. Engen replied because it was given to him.

Kathleen Kincaid, 9175 Courthouse Boulevard, asked if the applicant was planning to run his business from his property.

Commissioner Scales replied that he parks his vehicles there.

Ms. Kincaid was concerned about additional traffic on Courthouse Boulevard and the number of vehicles that would be stored there.

Ms. Botten advised that there are two separate requests for this property. The request for a code amendment for the business is going to City Council on June 10. This request is for impervious surface and number of accessory buildings allowed on a residential property.

Commissioner Lissarrague asked for clarification regarding the two requests for Mr. Engen going to City Council at different times.

Ms. Botten replied that tonight's request was for a use separate from the business, noting that residents can expand their impervious surface and ask for a variance for an additional structure on residential property.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Commissioner Scales stated that he struggled with not allowing this additional structure because there are hundreds of buildings like this throughout the City.

Commissioner Niemioja stated she would not be voting for approval on the variance due to lack of a practical difficulty. One of the reasons she was concerned about the practical difficulty on a previous request this evening was because this property owner might be able to use the same practical difficulty and say the building was in the woods, next to a retaining wall, and not impacting visibility from the road.

Commissioner Scales stated that while he would likely be voting against the variance because of the lack of a practical difficulty, he hoped that City Council would take a hard look at this because there were many similar existing buildings throughout the city.

Commissioner Robertson stated that having similar buildings in the city should not become the basis for continuing to allow it, especially since they were not sure how long the buildings had

been there, whether they had been grandfathered in, and whether they in fact should not be there.

Commissioner Scales stated he did not disagree with that but believed the City should look at the codes and reevaluate.

Commissioner Wippermann agreed with Commissioner Robertson that many of these may have been in existence before the codes were implemented so they would become grandfathered and are permitted.

Planning Commission Recommendation

Motion by Commissioner Niemoja, second by Commissioner Kramer, to approve the request for a conditional use permit to exceed the maximum impervious surface allowed, for the property located at 9255 Courthouse Boulevard, with the conditions listed in the report.

Motion carried (8/0).

Motion by Commissioner Simon, second by Commissioner Wippermann, to deny the request for a variance to allow two accessory buildings on the property, whereas one is the maximum allowed, for the property located at 9255 Courthouse Boulevard, due to the lack of a practical difficulty.

Commissioner Lissarrague stated it was unfortunate there was a code prohibiting a second structure as it seemed appropriate for this particular property.

Motion carried (8/0). This item goes to the City Council on June 24, 2019.

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

HEARING DATE: June 4, 2019

CASE NO: 19-25CV

APPLICANT/PROPERTY OWNER: Mark Engen

REQUEST: Conditional use permit to exceed the maximum impervious surface and a variance to allow more than one detached accessory structure on the property

LOCATION: 9255 Courthouse Blvd

COMPREHENSIVE PLAN: RDR, Rural Density Residential

ZONING: E-1, Estate 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 purchased the property a couple years ago and added about 8,000 square feet of impervious surface unaware of the impervious surface requirements. The additional hard surface put him over the allowed amount on his property. City code allows additional impervious surface on a property, up to 10% of the lot area, with a conditional use permit. The applicant is over the allowed amount by 4,862 square feet of impervious surface which is within the additional 10% allowance.

The applicant is also requesting an after the fact variance to allow more than one accessory building on the property. A neighbor of the applicant was moving and offered the 400 square foot structure to the applicant. The property also has a two-car attached garage and a 1,400 square foot detached structure.

The property is 2.67 acres in size. Only one detached accessory structure is allowed on parcels less than 5.0 acres and the maximum size for an accessory structure on a lot of this size is 1,600 gross square feet.

SPECIFIC REQUESTS

1. Conditional use permit to exceed the maximum impervious surface amount on the property but within the additional 10% of lot area allowed with a conditional use permit.
2. Variance to allow more than one detached accessory structure.

EVALUATION OF THE REQUEST

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

North, west and south – Single family residential; zoned E-1, Estate Residential; guided RDR.
East - New fire station; zoned P, Institutional; guided P/I, Public/Institutional

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 applicant has stated the new impervious surface complies with the five-foot side yard setback.

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

IMPERVIOUS SURFACE CUP CRITERIA

	Square Feet	Allowed Impervious Coverage (sq. ft)
Lot Size	2.67 acres	16,335
Additional impervious allowed w/ CUP	10% of lot area	<u>11,632</u>
Total impervious allowed on property (w/CUP)		27,967
2016 impervious surface	12,935	
Existing impervious surface (the increase added by applicant)	21,197	
Total sq ft requested by CUP	4,862	
Total impervious remaining for future CUP request		6,770

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. Engineering staff is requesting a storm water management plant that holds a drainage and utility easement over the natural basin at a 981' elevation. The applicant supports this request in lieu of installing a raingarden. The applicant shall continue to work with the City to secure final approval of the easement documentation.

VARIANCE REVIEW

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The City recognizes that within the large lot rural residential portions of the City, larger accessory structures can be appropriate. However, the Council also recognized that there should be a limit to the number of structures. Staff does not believe the variance request is consistent with, or in harmony with the zoning ordinance and comprehensive plan.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The number of accessory buildings allowed on the property is not precluding the homeowner from reasonable use of the land as the property has an attached garage and a detached structure about 1,400 square feet in size.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The property is 2.67 acres in size and zoned E-1, Estate Residential. The residential lots surrounding the applicants are similar in size and are also allowed one detached accessory building. The zoning code allows for lots larger than 5 acres to have more than one accessory building. The property has an attached garage and is allowed one detached structure up to 1,600 square feet.

4. *The variance will not alter the essential character of the locality.*

The applicants' property is located in a developed neighborhood with trees mainly behind the applicants garage and home. The location of both accessory structures would be along the westerly property line, with about a 20-foot setback.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis or a sole basis for the request.

ALTERNATIVES

- A. **Approval:** If the Planning Commission finds the application acceptable, the following requests should be recommended for approval:

- Approval of the **Conditional Use Permit** to allow 4,862 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 ten-foot wide drainage and utility easement from the northwest corner south to five feet behind the concrete pad then along the 981 elevation shall be provided by the applicant and recorded against the property.
- Approval of a Variance to allow two accessory structures whereas only one is allowed subject to the conditions listed below:
 - a. The site shall be developed in substantial conformance with the Site Plan on file with the Planning Division except as modified herein.

Practical difficulty:

B. Denial If the Planning Commission does not favor the proposed variance request, it should be recommended for denial, which could be based on the following rationale:

1. Denying the variance request does not preclude the applicant from reasonable use of the property.
2. Approval of the variance could set a precedent for the number of accessory buildings allowed on E-1 property.
3. Staff does not believe there are practical difficulties in complying with the official control as the applicants have an attached garage and a detached structure about 1,400 square feet in size.

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 to exceed the maximum impervious surface on the property.

Since Council has reviewed the ordinance to address the issue of size and number of accessory structures a few years ago, staff considers this to be the direction for the City to limit size and number of accessory structures. Staff believes the applicant did not identify practical difficulties to comply with the ordinance. For the reasons listed in alternative B staff is recommending denial of the proposed variance request.

Attachments: Exhibit A –Location Map
Exhibit B –Narrative
Exhibit C – Site Plan



9255 Courthouse Blvd Case No. 19-25C



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

2nd Shed 20x20 hoop style
20 ft Property

Willing to work with Engineer
in interest to storm water
To sign off land

165

Prop. acc.
machine



9255

9250

9275

