

INVER GROVE HEIGHTS CITY COUNCIL (AMENDED) AGENDA

8150 BARBARA AVENUE

Monday July 22, 2019

7:00 p.m.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATIONS**

Introduction of the Communications Manager, Amy Looze
Introduction of the IT Manager, Marc Gade
Badge Pinning of Fire Operations Supervisor, Dan Bernardy
Badge Pinning of Battalion Chief, Scott Oswald
Badge Pinning of Battalion Chief, Cory Rosendale

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 July 1, 2019 Special Council Meeting
- ii. Minutes from the July 1, 2019 Council Worksession
- iii. Minutes from the July 8, 2019 Regular Council Meeting
- B. Disbursements for Period Ending July 17, 2019
- C. Rental Housing License
- D. First Amendment to Purchase Agreement between the City and Dakota County for SMART Center
- E. Receive January through June 2019 Donations and Grants for Various Parks and Recreation Programs
- F. Consider Purchase of Fitness Equipment for the VMCC/Grove
- G. Consider Approval of HVAC Replacement for Lap/Dive Pool, City Project No. 2019-13
- H. Consider Change Order No. 2 – Heritage Village Park Phase II, City Project No. 2017-17
- I. Consider Pay Voucher No. 1 for City Project No. 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 – NWA Trunk Watermain Improvements, 65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane
- J. Consider Pay Voucher No. 7 for City Project No. 2016-09E – Bancroft Way Area Reconstruction
- K. Consider Change Order Nos. 5 and 6 and Pay Voucher No. 9 for City Project Nos. 2017-03 – Watermain Improvements, 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street
- L. Consider Pay Voucher No. 7 for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements
- M. Consider Resolution Approving Slope Easement Agreements at 1680 and 1690 Atwater Path for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements
- N. Approve Amendment No. 1 to Agreement Relating to Landowner Improvements within City Easement on Lot 2, Block 2, Cenex Addition

- O. Consider Resolution Receiving and Accepting a Proposal from Element Materials Technology for Geotechnical Services for the Pavement Management Program
- P. Consider Resolution Accepting Geophysical Survey Services Proposal from American Engineering Testing, Inc. (AET) for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements
- Q. Source Land Capital – Case No. 19-14ZPD – Approve action to Table the request to August 12, 2019 relating to the Windsor Ridge Plat/PUD application for property located at 6477 South Robert Trail.
- R. Approve an Amendment to the Resolution for the Inver Grove Heights Housing Committee Composition to Increase to Nine Members
- S. Approve Additional Operating Manager Robert Alexander Harris for Arbor Pointe Liquor at 9084 Buchanan Trail
- T. Loyal Order of Moose Lodge 1088, 5927 Concord Blvd., Application to Conduct Excluded Bingo
- U. Consider Promotion of Steve Johnson to Chief Building Official
- V. 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 HEARING

- A. Application of a Station Liquor License and a 3.2% Off-sale Liquor License for Casey's Retail Company at 9981 Diffley Court

7. REGULAR

PUBLIC WORKS

- A. Consider Resolution Approving Settlement Agreement with Ace In The Hole Related to Condemnation Matter and Approving Assessment Deferral Relating to Project 2015-03

ADMINISTRATION

- B. Loyal Order of Moose Lodge 1088, 5927 Concord Blvd., Application for Licensed Premises Permit
- C. Consider Approval of Request for a Special Meeting on August 5, 2019 at 1730 Hours to Discuss the Revocation of a Massage License Issued by the City.

8. EXECUTIVE SESSION – CLOSED-DOOR 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 Case No. 70588 filed with the Minnesota Department of Human Rights."

9. REGULAR – PUBLIC (OPEN) SESSION

- D. Consider Approval of Employment Separation Agreement with Michelle Tesser

10. MAYOR AND COUNCIL COMMENTS

11. 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.

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INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION MINUTES
MONDAY, JULY 1, 2019 at 6:00 PM

- A. **CALL TO ORDER:** The City Council of Inver Grove Heights met in Work Session on Monday, July 1, 2019, in the Inver Grove Heights Council Chambers. Mayor George Tourville called the meeting to order at 6:05 p.m. The Pledge of Allegiance was recited.
- B. **ROLL CALL:** Present were Mayor Tourville; Council Members Bartholomew, Perry, Piekarski-Krech, and Dietrich. Staff: City Administrator/Interim Deputy Clerk Joe Lynch, Community Development Director Heather Rand, Assistant City Attorney Bridget McCauley Nason, City Planner Allan Hunting, Environmental Specialist Ally Hillstrom, Management Analyst Shelley Calvert, Police Chief Melissa Chiodo, and Public Works Director Scott Thureen.

1. **Railroad Quiet Zone:**

Community Development Director Rand discussed railroad quiet zones at Concord and 66th Street. The work needed is called a Constant Warning Time (CWT) system that consists of sensors on the tracks picking up train signals, speeds, and sounds. Union Pacific Railroad stated without CWT installation; they would not allow a quiet zone. CWT would cost approximately \$250,000 to \$325,000. Union Pacific expects the City to escrow up to \$25,000 toward the development of plans, specifications, and a cost estimate of the CWT. She stated MnDOT indicated they may have Grant financing, but it would not be 100%. MnDOT stated their funds have been awarded through the 2020 calendar year. MnDOT could have possible partial funding in 2021 unless another project cancels before then.

Director Rand asked the Council for direction. The City could set aside \$25,000 to compensate an architect and an engineering firm to develop plans, specifications, and a cost estimate for the CWT. She recommended moving forward and continue working with MnDOT to try to secure as much funding as possible over the next couple of years.

Mayor Tourville stated they hired SRF, consultant, for the up-front work, but Director Rand responded SRF was given incorrect information or there was a miscommunication from Union Pacific. Director Rand indicated Union Pacific could hire an architect/engineering firm but would like the City to front the cost.

City Administrator Joe Lynch stated the railroad has contracted with engineering firms and knows the design standards. The City is put in the position to pay for it because the City is requesting the quiet zone. He stated there have been miscommunications from a representative at Union Pacific. The City's engineering firm (SRF) thought all bases were covered and didn't proceed with the study because assurances were given. He stated \$1,500 was spent on the application to begin the process but engineering services were not completed. Funding could come from one-time sources such as the Closed Bond Fund, Host Community Fund, or the Central Equipment Fund, or this could wait and go through the Grant request process in 2021. He commented other Cities have been somewhat successful in lobbying the Legislature for money for improvements.

Councilmember Bartholomew asked the shelf life of an Administrative/Engineering study. City Administrator Lynch responded they would check with SRF and Union Pacific to see if there is a shelf life.

Councilmember Bartholomew asked if there was money for this in the Contingency Fund. Administrator Lynch responded the City budgeted \$100,000 to \$150,000 for unanticipated needs. He stated this was not included in the 2019 budget, but funds could be located from other sources. Councilmember Bartholomew commented that he thought there were funds available in the Contingency Fund. Administrator Lynch responded he was not aware of any but would check.

Councilmember Piekarski-Krech wanted reassurance that something would come of the study. She stated the total amount should come from outside funding. She wanted to know from the railroad, what the shelf life is of the study, how long it would take, and is there a guarantee. She asked to check with other Cities.

Councilmember Bartholomew asked if the City could wait until they are sure they have funding and then do the Administrative/Engineering work. Bartholomew asked if the City needed a study to convince the railroad that the City is serious. Director Rand responded she could contact Union Pacific and share the results with Council.

Councilmember Bartholomew commented if funds can be isolated that are closer to reality, then order the study. Director Rand responded she was willing to work with SRF and Union Pacific to see if an Administrative/Engineering study is needed to get in the queue, or can the City wait until funding sources are identified.

Councilmember Piekarski-Krech suggested they reach out to Rosemount to see how their process went.

City Administrator Lynch clarified what the Council was asking for as follows:

- Contingency Fund – Do we have one, and if so, can it be used for this purpose.
- Check if the study has a shelf life.
- Is an Administrative/Engineering study required, to be put in the queue by the railroad.
- Are all crossings up to standards.
- Are there any surprises at any other crossings in the City so the City doesn't have the same situation.

He stated that Director Rand's proposal to come back with answers at the August Study Meeting would help the Council make a better decision.

2. Housing Committee Expansion:

Administrator Lynch stated that Council expressed interest in potentially expanding the Housing Committee at the Commission appointment process.

City Planner Allan Hunting stated the Housing Committee was formed in 2010 with five members. There were more residents who wanted to be on groups than there were openings. Last year by

resolution, the number was increased from five members to seven. He stated the Housing Committee was supportive of an increase up to nine. If brought to nine, the group would like to meet in Council Chambers on the fourth Tuesday of the month and would like the meetings to be televised or taped. He stated he would check with the cable company's availability. Hunting said he would work with the Committee to have their meetings become more polished and formalized. They would meet in the Mayor's Conference room for informal discussion. The Committee will not meet in July or August but would meet in September with the transition taking place at the beginning of the year. Increasing the members to nine is done by resolution and brought back as a consent item. If Council is supportive of a venue change, they would work toward having the group meet in the Council Chambers.

Councilmember Piekarski-Krech agreed with the change stating there are nine members on the other Commissions; it made sense to have nine on this one. She stated she had no problem with them meeting in Council Chambers. Mayor Tourville agreed and asked Hunting to work with cable television. Hunting stated he would keep the Council informed and a resolution to increase the Housing Committee to nine members could be brought forward at a meeting in July.

Councilmember Perry asked requested that formal minutes be written for the Housing Committee. Hunting said that formal minutes would be taken.

3. Sustainability Initiatives:

Environmental Specialist Ally Hillstrom discussed the following two sustainability initiatives:

- Dakota County Community Funding Grant – “Recycling Grant”. This is a Grant program in partnership with Dakota County that supports the solid waste management efforts at City facilities and community wide.
 - The MPCA and Metropolitan Counties guide solid waste management plans. Dakota County passed their Master Plan last September, updates will be coming forward. These are driven by Statewide goals. By 2030, 75% of our trash should be recycled; currently Dakota County is at a 50% recycling rate. Additional funding will go to communities for education and implementing recycling opportunities for the public.

She discussed global market changes in the recyclables market stating changes with China resulted in an oversupply of recyclables. The Twin Cities metro area is insulated from a lot of this as we were not exporting recyclables to China, they are exported to local end markets. Nothing is landfilled. She stated anything in a recycling cart is being sold and made into new products. It is a State Law in Minnesota that any hauler that collects recycling cannot trash that into a landfill. She stated the State has made a task force on market development for recyclables, Dakota County is a part of this to help create local markets for recyclable products.

Hillstrom stated Dakota County has begun a recycling campaign the City would help promote such as recycling right and placing only good quality clean material into recycling carts. More information about this will be available at the Farmer's Market, Food Truck Events, on the City website, in residential newsletters, and on social media outlets.

Hillstrom discussed Organics, which was implemented at City Hall and funded and required by the recycling Grant. She stated that the County studied the waste at City Hall and discovered 40% of the trash was organic material. Currently there are several locations for Organics throughout City Hall and include the following items:

- All food
- Soiled paper such as napkins, paper towels, and coffee filters
- Certified compostable products
- Houseplants/Flowers

All items are sent to Empire Township in Rosemount and made into soil that any community member can purchase. The Grant helps fund implementation of recycling opportunities in all City facilities with new labeled bins and works with the community to increase recycling opportunities. Items such as mattresses, carpet, and furniture are now accepted and can be broken down and separated.

Environmental Specialist Hillstrom discussed the next initiative:

- Minnesota GreenStep Cities Program – This program helps Cities meet sustainability goals. Funded and coordinated by the Minnesota Pollution Control Agency and other organizations. In 2016 the City Council adopted a Resolution to join this program.
 - The program develops 29 Best Practices including over 170 actions Cities can choose to complete or have been completing. As of this month 17 of 29 Best Practices have been completed and the City was awarded for reaching Step 3. Five categories of the program include: (1) Building and Lighting, (2) Land Use, (3) Transportation, (4) Environmental Management, (5) Economic and Community Development

She discussed benefits of the program stating it provides a continuous pathway and will save City staff time and money by identifying operational inefficiencies.

She discussed how to proceed and stated the City will be working on four Best Practices to get to the next step and make sure the City is focusing on sustainability. The four steps are as follows:

- Best Practice No. 13: Efficient City Fleets
- Best Practice No. 15: Sustainable Purchasing
- Best Practice No. 24: Tracking – Program Progress & Community Engagement. The Community Development Department wants to begin coordinating an interdepartmental team, such as a green team, to get all departments on board.
- Best Practice No. 25: Green Business Development

To get to Step Four they need to begin collecting metrics in the following required categories: (1) City Buildings and Lighting, (2) City Fleets, (3) Transportation Modes and Miles, (4) Open Space, parks and Trees, (5) Stormwater, (6) Renewable Energy

Councilmember Piekarski-Krech asked what happens to recyclables that are not placed in recycling. Environmental Specialist Hillstrom responded they are put into landfills. Having a recycling container next to a trash can encourages recycling efforts which helps meet Best

Practices. Councilmember Dietrich commented that during food truck days it was nice to have a person there who was explaining and helping sort where everything goes. That information is taken back out into the community. Specialist Hillstrom responded that is an example of the volunteers that come from Dakota County. They go through 30 hours of training to be able to help.

Mayor Tourville stated a lot of people are still confused about the choices they have with recycling. He suggested letting the County know that we need to do a better job with the public. Specialist Hillstrom responded there is a "back to basics" program the County is beginning which would focus on recycling bottles, cans, and papers.

Mayor Tourville stated he attended the conference and noticed the City is farther ahead in terms of Solar and suggested promoting it further. He stated he applauds the City of Inver Grove Heights for their use of solar energy.

Councilmember Piekarski-Krech asked where Dakota County is at with Organics. Hillstrom responded there are two County drop sites, one in Thompson Park, the other in Lebanon Hills Park, both are funded and operated by the County. There are opportunities for Cities to partner with the County, via Joint Powers Agreement. Councilmember Piekarski-Krech asked where our organics are sent. Specialist Hillstrom responded there are no residential opportunities to dispose of organics unless participating in the drop sites. Councilmember Piekarski-Krech asked where City Hall organics go. Specialist Hillstrom responded haulers collect organics commercially in Dakota County; they do not collect for residents. Councilmember Piekarski-Krech stated that Ramsey County sent residents pails for organics. Hillstrom stated the County Board are working on commercial haulers for organics. Mayor Tourville stated recycling organics is mandatory at schools and restaurants of a certain size. Councilmember Piekarski-Krech commented they are not reaching out to residents as much as they could be. She stated Ramsey County encourages residents to recycle by being at the Farmer's Markets. Specialist Hillstrom responded the concern was emissions and increased transportation on roads with organic haulers. Some Cities have co-collection where residents can collect organics in the trash cart by placing items in a compostable bag. She stated the County has been studying the best way to collect residential organics. Councilmember Piekarski-Krech stated without a hauling system, the City should be educating residents on organics and the drop-off locations. Hillstrom stated that is an opportunity they can investigate and implement a drop-off site in Inver Grove Heights. Once the internal green team is developed and looks at priorities, that could be one of the priorities going forward. She stated they could reach out to residents and find out what they would like most. A yard waste site was one suggestion she has heard from residents.

Councilmember Piekarski-Krech stated the County worked on compost bins a few years ago, with Eagan doing it last year. She asked if the County or City was responsible. Hillstrom responded the County runs it as it runs the Lebanon Hills site in Eagan. She stated if the City did it, the City would have to purchase the bins, people would then purchase the bins from the City. The Grant or our own funds could be used to subsidize the bins. Mayor Tourville stated having household organics in urban areas is not as easy and can cause problems with smells and animals.

Councilmember Piekarski-Krech asked about the rain barrel program. Hillstrom responded the County provides rain barrels at a subsidized rate. She stated those are outside of the recycling Grant program and the funding could not be used.

Councilmember Perry asked what is being done to get the community involved. Hillstrom responded she would like to get some questions on the City survey. This could be the type of conversations the internal green team could discuss.

Mayor Tourville stated the MPCA wanted him to thank Environmental Specialist Hillstrom as she has been in touch with them about programs and ideas and are happy, she is on board.

City Administrator Joe Lynch stated when Allied requested a change in Host Community and land use, the City leveraged that to get funding. From an environmental standpoint there is access to resources. He stated that Ally Hillstrom is also the staff person for the Environmental Commission and he has received a lot of positive feedback from Commission members stating that she is doing a great job. He commented this is another resource within the community for involvement, engagement, and communication.

4. City Survey Review:

Management Analyst Shelley Calvert discussed the results of the community survey with the following background:

- April 2018. Customer Service Policy was adopted.
- June 2018. City Council passed a Resolution to participate in a State sanctioned Performance Measurement Program. One requirement includes gauging resident satisfaction with City-provided services.
- September 2018. The Resident/Visitors Survey took place. Another requirement was releasing the ratings and comments to the public.
- November 1, 2018. All ratings and comments were released to the public.
- January 2019. The City began quarterly survey updates and changed the name to Community Survey.
- February through March 2019. Demographics and other questions were added.
- April 2019. Community Survey was conducted in various ways. Paper version was the least used.
- July 1, 2019. Ratings and comments were released.

Calvert stated demographics were used to see who is responding, asked for age, education, and how long they have lived in the City. This provides the opportunity to discover possible gaps in service coverage. Survey results allow a comparison to Census information and allows the City to understand why residents have different wants and needs.

410 Residents took the Survey. Results are as follows:

- 95% of respondents were Inver Grove Heights residents. Other Cities were also listed such as Apple Valley, Bloomington, Eagan, and Hastings.

- 27% lived here up to 7 years, 35% have lived here 8-24 years, 30% have lived here for more than 25 years.
- Gender: 9% didn't answer the question, 30% were male, 61% were female.
- Age Group: 9% declined to answer, 25% under age 40, 37% between the ages of 40-59, 27% between the ages of 60-79, and 2% over age 80.
- Race: 11.3% declined to answer, 84% white or Caucasian, 2.5% were of two or more races.
- Level of Education: 8.8% gave no response, 23% are not college graduates, 46.5% are college graduates, 21.7% have advanced degrees.
- How many live in the household: 8.3% declined to answer. The largest percentage of households had two people in them, four people were next, and then three people.
- Relationship between household members: 11.1% gave no response. The largest percentage had children living in the household, 28% were couples, 2.5% were roommates.

Councilmember Bartholomew asked what value was received from the demographics. Management Analyst Calvert responded that is something they need to think about and discuss. Information collected represents the population of Inver Grove Heights, the Metropolitan Council shows a slightly different version. She stated it may mean not everyone is being reached, or the Met Council's information is dated. She stated the question she would put back to the City Council is if the Council would want that to be investigated further.

Mayor Tourville stated numbers from 2018 and 2019 can be compared. The different categories will show if the City is growing or not. Councilmember Bartholomew stated his concern in all demographics was the 8% to 11% decline/gave no response, due to that, he questions the value. Councilmember Piekarski-Krech stated women over 40 are the biggest group and that doesn't reflect the population. She asked if this gives a true meaning of community wants.

Analyst Calvert discussed ratings as follows:

- Police: 49.1% declined to respond or had no recent interactions with Police. 44.5% rated excellent or good, 6.4% rated fair or poor.
- Fire: 59.9% declined to respond or did not have an interaction. 38.5% rated excellent or good, 1.6% rated fair or poor.
- Public Works:
 - Streets: 13.6% declined to respond or had no opinion. 29.5% rated excellent or good, 57% rated fair or poor.
 - Snow Plowing: 14% declined to respond or had no opinion. 73.5% rated excellent or good, 12% rated fair or poor.
 - City Water Services: 32% declined to respond or had no opinion. 47.9% rated excellent or good, 20% rated fair or poor.
 - City Sewer Services: 40.8% declined to respond or had no opinion. 57% rated excellent or good, 2.5% rated fair or poor.

Mayor Tourville asked if these questions were answered if they did not have City water. Analyst Calvert responded they were given the option to select "I have no opinion", or "I don't have City water or sewer". Mayor Tourville stated there was an issue the year before with those that had opinions but had a well. He stated it would be nice to track which ones have City water or sewer. Analyst Calvert

responded the options were “no opinion”, “I have a private well”, or “I have no opinion” or “I am not on the City sewer”. Mayor Tourville suggested tracking it better next year and if they mark down “I do not have City water or City sewer”, they move on. Councilmember Perry stated they could select they have a well, that should be the answer for that question.

- Questions relating to Parks and Recreation:
 - What parks, trails, and facilities are used: 13% had no opinion, or did not use.
 - Facilities: 32.8%
 - Parks: 36.1%
 - Trails: 17.9%
 - Believe that parks and recreation services, programs, and facilities add value to the community:
 - 26% declined to respond or had no opinion. 69% responded yes, 45% responded no.
 - How they would rate the parks and recreation services, programs, and facilities:
 - 30% declined to answer, 58.7% rated excellent or good, 11.5% rated fair or poor.
- Questions pertaining to Communications:
 - What has been your main source of information regarding activities in the City:
 - 23.3% declined to respond or had no opinion.
 - Electronic: 41% (website, notify me, social media, Town Square TV)
 - Direct Communications/Paper: 32.1% (mailings, Insights, local newspaper, word of mouth).
 - Other: 3.9%
 - What is your preferred source of information:
 - 24% declined to respond or had no opinion.
 - Electronic: 37.9%
 - Direct Communications/Paper: 35%
 - Other: 3.2%

Responses show that residents access information from many different sources. She stated they are open to suggestions.

Councilmember Dietrich asked when analyzing the preferred source of information, for example, Insights, is it correct that people also prefer to receive it that way. Analyst Calvert responded they were hoping to find out whether or not having Insights delivered to the home is their main source of information. Insights is the most expensive form of communication for the City. She stated the question was directed so people could only choose one option. That received a lot of feedback as people wanted to select more than one option. Mayor Tourville stated Insights may be the most expensive but was consistent with the website and newsletter. Calvert stated one of the options not included on the survey was that the newsletter is available on the website and is that method preferred.

Councilmember Bartholomew asked what examples were given under the “other” category. Calvert said she could go back to look for that information. Councilmember Perry asked when people choose “other” if a box opens up to put a comment in. Calvert responded yes.

Calvert stated this would be a good project for the new Communications Manager. Mayor Tourville asked for a Social Media breakout asking if people received information from Facebook, Twitter, or Snapchat.

Mayor Tourville commented he was surprised with the 2% result on Cable. The site shows several thousand hits at times. Councilmember Bartholomew stated the takeaway is the cost center being the mail newsletter, the strategy would be how to get more people to read it. He commented that there could be ways to entice people to read it either in newsletter format or online; for example, they could get 2% off their next visit at the Grove. Mayor Tourville asked if people answered "opt out" to getting Insights mailed to them. Calvert responded that may have been about the Parks and Recreation Brochure. Mayor Tourville asked if they could get, for example, 100 people to opt out and save the City money. Councilmember Piekarski-Krech responded she didn't think you could as bulk goes to all addresses. She suggested one way to get people to read it would be to hide a picture of something within the newsletter and have people call or write with the location. That encourages people to read it all the way through.

Management Analyst Calvert discussed Customer Service with the following questions:

- How did we treat you: 46.8 opted not to answer, 43.8 rated excellent or good, 9.4 rated fair or poor.

Councilmember Piekarski-Krech stated it would be good to know what City staff and what departments. Analyst Calvert responded if specific comments were made, those were shared with the proper department heads. Councilmember Piekarski-Krech asked if those comments were broken down to positive or negative comments. Calvert responded they did not break them down. Councilmember Piekarski-Krech stated that would be something to do in future surveys. It could be defined by area so they would know if some areas have more negative comments and why. Calvert responded that was done last year and was labor intensive; there were some that had several departments listed in a comment.

- If City Council has appropriately approved funding to address the top five topics from the previous survey: 59% declined to respond or had no opinion, 20.3% said yes, 20.7% said no.

Calvert stated not everyone had the time or knowledge to dive into the budget. This question was if they believe the Council is listening to what his happening, and if they would try to make efforts to fix them. The goal is to get more residents engaged. Councilmember Piekarski-Krech suggested asking if people felt the City Council has improved streets over the last year. She suggested breaking the five topics down. She commented that most don't know what is going on in the City unless it is happening in their own back yard. Mayor Tourville stated a large portion of the 20% that said no about streets, may have been talking about their own street.

- Which Department should receive priority funding: 35% declined to answer. Community Development came out on top with 29.1%.

Calvert took that to mean there is a need to invest, get in more businesses, more rooftops, and more tax dollars, which would get streets fixed. City Administrator Lynch commented about the need to be

Careful and deliberate in continuing with this program. He stated this is done on a limited budget with limited staff. Staff may be unable to get to some of the questions being asked by Council. He stated if the Council wanted to go deeper, they would probably have to do what was done in 2010 with a larger survey. That survey consisted of 160 questions and was done by telephone. Councilmember Piekarski-Krech stated this is an online survey. City Administrator Lynch responded that each of the drop downs is another question. He stated getting back to people who requested contact in a timely fashion is labor intensive. He stated if that is what Council wants, it would need to be funded, and then broader comparisons can be done. This is a preprogrammed State program the City is participating in to get information. Calvert stated this survey was not considered scientific but provides good information and demographics. Mayor Tourville stated the Census would have different demographics. The biggest takeaway was doing a follow up to the survey. He stated some bonding money isn't available to cities that have not done surveys.

- Respondents were asked to provide an overall rating of the services provided by the City: 36.4% declined to answer, 38.7% rated excellent or good, 29.4% rated fair or poor.

Councilmember Dietrich asked how to get more people to take the survey. Calvert responded that the Communications Manager would be helpful with lots of experience in engaging people. Mayor Tourville asked if the website for the survey was placed in the water bills. City Administrator Lynch responded it was not because a quarter of the community is done at a time. He stated they would try. He stated they had discussed other hard copy locations such as the library, retail, and business locations. Mayor Tourville asked to have it placed in the bills and in Insights. Councilmember Dietrich commented if hard copies were at the library where there are also computers. She suggested placing a sign there. Calvert responded this was promoted to the library. She stated there was an option to make the survey so you could take it on your phone, but that was not explored further.

Management Analyst Calvert recapped the following items the Council was requesting action on:

- If the Council still wanted to continue with demographics.
Councilmember Piekarski-Krech stated yes, so it's known who answers. Councilmember Bartholomew commented with 8-11% declining, he doesn't see the value, but if the information is collected, he would like to see a way to get more respondents.
- City Council requested adding an option under Public Works for sewer and water to choose as an option "I have a private well" or "I have private septic" and then the person taking the survey could move on.
- City Council would like to find out what was included in "other" under Communications.
- If the Council wanted to aggregate the positive and negative comments.

Councilmember Piekarski-Krech asked if there were a lot of comments. City Administrator Lynch responded they received a lot of comments. They were not aggregated by positive or negatives. Calvert responded she would look into options and let the Council know. Councilmember Dietrich suggested options that have no costs associated with them.

City Council wanted more focus on specific items. Councilmember Piekarski-Krech stated when clicking on "other" in a lot of surveys, you have to fill something in.

Calvert asked the Council if they wanted to continue to ask the question if residents think this is a valid way for the City to weigh their opinions. Councilmember Piekarski-Krech asked if there was a different way to ask that question. For example, asking, "Do you feel the City budget reflects the needs of the community".

5. 2020 Budget:

City Administrator Joe Lynch stated the following three items pertaining to the budget:

1. The senior management team met per Council direction and brought forward three priorities for consideration for the 2020 budget. Discussion is needed to see if expectations were met.
2. Talk about the parameters the Council set during the 2019 budget discussion for consideration for use in the 2020 budget. Discuss if that has met expectations and what it means going forward.
3. Are there changes the Council would like to make to the levy rate, or both, and provide direction.

He discussed the following from the 2019 budget process for 2020:

- Put a 4% cap on expenditures. General Fund expenditures include: Police, Fire, Public Works, Engineering, Administration, and Finance.
- Use the 2019 Tax Capacity without any growth. Looking at the levy dollar value, use the 2019 tax capacity. (This is a worst-case scenario).
- Include \$500,000 from taxes to pavement management.
- Need to increase the debt service levy \$280,000 because of the change in financing for the fire station.

Overall cost increase to debt service would be \$308,000. \$620,000 was levied in 2019. Will need to levy \$900,000 in 2020 and for the next 20 years thereafter to pay off the debt for that building.

City Administrator Lynch stated in the past there has been a sheet identifying individual department requests. Last year Council directed staff to work out a response that demonstrated cooperation. That approach was taken this year. The first order was to gather department heads and discuss individual departments in the following five categories: (1) Personnel, (2) Professional, Technical Services, (3) Purchase Services, (4) Other Purchase Services, (5) Supplies.

He stated they discussed what each department head thought were the priorities for the City to bring forward in 2020 as follows:

1. Technology. A consultant had done a report and review of the IT services, staff, software, and programs and did a comparison with other communities. The following two recommendations are to be considered in the 2020 Budget.:
 - Infrastructure Technician. Currently not a position. Part of the challenge was the Manager is doing planning, leading, and budgeting. This position would be addressing networks, switches, and a little more of the physical work.

- **Managed Vendor Services.** An employee or a contract for service. Deals with emergency IT services, the past plan was to contact the IT Manager and hope he could address the issue.

The estimated cost is \$110,000. He stated we have recently hired a new IT Manager who has great ideas. He stated that he would be meeting with him to discuss the positions in more detail. Councilmember Piekarski-Krech asked if the IT Manager had input. Administrator Lynch responded the IT Manager was not on board when this was discussed but is aware this is being brought forward. Councilmember Piekarski-Krech stated she would rather have the IT Manager involved and know what they are thinking before discussing what is needed. Administrator Lynch responded the IT Manager has read the report and agrees with the merits to examine one or the other and how to address it differently. He stated the IT Manager knows of a vendor we may be able to contract with for weekend/weeknight emergency service. A position may not necessarily be needed, but something needs to be done about the infrastructure. Costs will be negotiated. Mayor Tourville suggested getting the IT Manager up to speed as soon as possible. Councilmember Piekarski-Krech stated she doesn't want to make decisions until the person in charge is aware. City Administrator Lynch responded that is understood. This is a placeholder so that he can have those options. He stated there is a cost associated and the IT Manager agrees with that.

2. **Police.** Establishing or re-establishing a Cadet Program. City Administrator Lynch stated this is a career program to get succession planning into the Police Department, recruit non-traditional candidates, and attempt to diversify our Police Department. Three positions could be filled in 2020 and would be hourly, non-benefited. Total cost \$115,000. He noted that the question was asked if a new vehicle is needed. They found that they could probably use one that is coming out of service in another area and save \$33,000. Councilmember Bartholomew asked if the cost savings were included in the estimate. City Administrator Lynch responded no.
3. **Stormwater/Park and Recreation split position.** He stated this type of position was also done in 2018. 50% funded by stormwater fund and 50% funded by the Parks Department. This would give a full-time position in stormwater and a full-time position in Parks and Recreation. It would be an \$86,000 estimated cost with 50% out of stormwater. Parks and Recreation have said they can reduce their cost coverage by \$43,000 for their 50% contribution.

Councilmember Piekarski-Krech asked for further clarification on the positions. City Administrator Lynch responded one position currently exists that is a 50/50 split. This is another 50/50 split position resulting in two staff, one funded by stormwater, the other by Parks and Recreation making a full-time staff position in each department. She asked why they are not full-time staff positions in each department and what the 50/50 split gets them. City Administrator Lynch responded instead of relying on the general fund for a tax levy, it is funded out of non-tax revenue.

Councilmember Piekarski-Krech asked if stormwater could be done out of Environmental and if the Environmental Specialist could do some of these things. Lynch responded the agreement with Allied creates funding that goes to the Host Community Fund. It is a discretionary fund the Council can direct. Councilmember Piekarski-Krech asked if that was dedicated to a staff position. Lynch

responded no, it all goes into the Host Community Fund and then a transfer is made to pay personnel costs. He stated it is not dedicated in the agreement; funding helps provide an offset to the cost. Councilmember Piekarski-Krech stated she had a different idea when that budget was discussed. Lynch responded Council did not want to directly fund a position because it shouldn't be perceived that they were directing the activities of that position. She commented they are given that money because we have that position. He responded that was correct. Mayor Tourville suggested looking into this. Councilmember Piekarski-Krech agreed. Lynch responded they could.

City Administrator Lynch stated the total of all three is \$192,000. No funding out of the General Fund for the 50/50 split position, \$82,000 in Police with saving the vehicle cost, and \$110,000 in technology. Councilmember Bartholomew asked what this took out of stormwater. Lynch responded \$43,000 comes out of stormwater, and the Parks and Recreation cost coverage is reduced by the \$43,000.

Councilmember Perry asked about the car that would be coming from another area for the Police Department and if the area would be charged for a newer vehicle. Lynch responded that would be planned for in the Capital Equipment Replacement. They would have a ten-year-old vehicle needing replacement and the same hand me down replacement. Councilmember Piekarski-Krech asked if the cost included extra equipment. Police Chief Melissa Chiodo responded it includes the cost for uniforms. She stated there are spare radios that can be used, uniform costs are significantly less and figured into the amount.

He discussed the five-year average for tax capacity stating there has been a 5.8% increase. The new tax capacity for 2020 would be approximately \$40,422,000. Using the new debt levy, the City-wide tax levy considers the General Fund and debt with an 8.3% increase in that levy and a 3.9% in the levy rate. Mayor Tourville asked when finalization was needed. Lynch responded the preliminary levy needs to be set by the last week in September. He stated we can go down from the final but not up.

City Administrator Lynch stated in a five-year lookback from 2015-2019, the average tax levy rate increase has been 3.46%, the average tax levy has been \$1,433,000 or an 8.9% per year increase. He stated they are looking for feedback and direction on the following:

- Questions, comments, or feedback on the priorities listed.
- If the Council was in agreement with using the 4.5% increase in tax capacity rather than a no growth scenario.
- Any other changes or items the Council would like addressed in the general fund.

He stated in August through November budgets are discussed for debt service, utilities, enterprise funds, and risk management. Each would be discussed at a separate work session. The one that gets the most communication would be the General Fund.

Councilmember Bartholomew asked for clarity on some of the numbers. He listed round dollars and asked for clarification if incorrect on the increases proposed. With a base of \$1,786,000, he stated there was a lot of wiggle room in his opinion between that number and \$1,425,000. He

requested discussing this further offline. City Administrator Lynch agreed there was wiggle room and discussed the numbers further.

Councilmember Piekarski-Krech asked when they would know the tax capacity from the County for next year and cost of living and if that included contractual or Union agreements. She asked if there were agreements or if they would be negotiating agreements through this year. City Administrator Lynch responded they have two-year agreements for 2019 and 2020, that is 2.75% this year and 3% next year.

Mayor Tourville asked what the percent increase would be under this scenario that would be sent to the County. City Administrator Lynch responded that doesn't have to be set today, but it would be an 8.3% increase. The rate would be .55565 which is a 3.9% increase in the levy rate. He stated this would have to be certified by September 30th. Mayor Tourville stated the September 23rd meeting would be the latest this could be discussed. City Administrator Lynch stated it is proposed at the first meeting and if there are changes the second meeting would deal with those.

Councilmember Dietrich asked about the top three and asked what the priorities were of those departments, what their goals were, and what they want those departments to look like. She stated she is trying to figure out if these things all happen, how we would gauge the return on investment. She asked if those positions were filled, how we could look back and see if those were effective. She asked Public Works Director Scott Thureen for more information on what the \$500,000 would do for the Pavement Management Program. She commented that the information could be highlighted on a map, include the needs of pavement management, and how much it would look like in reality. Public Works Director Thureen responded he would get that information.

Mayor Tourville stated the City tends to do an average of 2 projects a year. Some would like to see if we could do 3 or 3.5, or even 4, and what would be needed to get to that. He suggested listing the projects that the City would potentially be looking at in 2020 so people don't take another survey in January and not know if their street would be in the mix. He stated that the City has some growth and may see some tax capacity growth.

City Administrator Lynch summarized what the Council was requesting as follows:

- Come back in August.
- The IT Manager will weigh in and give a priority and recommendation on funds.
- Lease program will continue forward with the option of using vehicles from capital equipment.
- Look at the 50/50 split position.
- 978260 will be where the focus is, giving cost of living adjustment, contractual obligations, and given these new obligations.
- Where further cuts may be made.
- Instead of 4%, something less than that.

Councilmember Bartholomew agreed and stated he had other questions he would send to the City Administrator via email. City Administrator Lynch stated they would forward the answers asked of the Public Works Director to all Council members so all have the information.

City Administrator Lynch stated that a couple of weeks ago an email was sent out about considering dates for strategic planning. He asked if there was anything needed such as a set of expectations. He commented that one meeting could be spent talking about one item, with another meeting for the other, or split it 50/50. He stated he is looking for direction and feedback. He stated meetings could be held on Mondays, with dates July 15th, July 29th, August 19th, September 16th and September 30th. One outcome would be to establish a strategic plan for 2020 and beyond, that could be for one year, two years, or even five years. He stated that could be used for budget or items that come into the City and see if it fits with the strategic plan.

Councilmember Dietrich asked how long the meeting would be and if a concise outline would be provided to the Council beforehand. City Administrator Lynch stated he proposed 1.5 hours. The meeting would take place from 6:00-7:30 with an Agenda for consideration. Councilmember Dietrich stated she would be available both of those days. Councilmember Piekarski-Krech was also available. Councilmember Perry stated July 15th would not work for her, but the rest of the dates would. Mayor Tourville stated he could not attend on July 29th but is available the rest of the dates. City Administrator Lynch stated that August 19th seems to work, with September 16th and the 30th. He stated he could put those items on Monday's Consent Agenda.

Mayor Tourville stated he has received phone calls about the Army National Guard because they are putting up a solar garden. He stated this would be discussed at tomorrow's Planning Commission meeting. He stated the roof was inspected and structurally it would have to be changed to accommodate solar. The roof is in a three- to five-year plan to be replaced and the building is on a ten-year plan for possible expansion.

C. ADJOURN:

Motion by Perry, seconded by Dietrich, to adjourn the meeting at 9:04 p.m.

Ayes: 5

Nays: 0

Motion carried.



Joe Lynch, City Administrator/Interim Deputy Clerk

4Aiii

**INVER GROVE HEIGHTS CITY COUNCIL MEETING MINUTES
MONDAY JULY 8, 2019 AT 7:00 P.M.**

1. CALL TO ORDER

The City Council of Inver Grove Heights met in regular session on Monday, July 8, 2019, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m.

2. ROLL CALL

Present were: Council Members Piekarski-Krech, Bartholomew, Perry, and Dietrich; City Administrator/Interim Deputy Clerk Lynch, City Attorney Kuntz, Fire Chief Thill, Community Development Director Rand, and City Planner Hunting.

3. PRESENTATIONS

Fire Chief Judy Thill stated they would honor and recognize the Recruit class of 2018. Fire Chief Thill introduced Firefighters Dustin Pedersen, Nicholas Wegner, and Richard Wenger. Mayor Tourville gave the Oath of Office and badges were pinned on each of the Firefighters.

Fire Chief Thill introduced Neal St. Onge who was recently hired by the Inver Grove Heights Fire Department as a full-time Fire Inspector. Mayor Tourville gave the Oath of Office and a badge pinned on Mr. St Onge.

4. CONSENT AGENDA

- A. i. Minutes from the June 10, 2019 Council Meeting.
- ii. Minutes from the June 24, 2019 Council Meeting.
- B. **Resolution 19-116** Approving Disbursements for Period Ending July 2, 2019.
- C. Request for Approval of Rental Housing License.
- D. **Resolution 19-117** Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance Purposes.
- E. Consider Approval of Individual Massage Therapist License for Jennifer Miller at Inver Grove Chiropractic, 2940 65th Street E.
- F. Consider Amendment for Professional Services Contract with WSB Inc. for the Heritage Village Park Project – City Project 2017-07.
- G. Consider Change Order #1 – Heritage Village Park Phase II – City Project 2017-07.
- H. **Resolution 19-118** Approving the Development Contract, Stormwater facilities Maintenance Agreement and Related Agreements for Cahill Place Apartments (Center City Housing) Located at 6070 Cahill Avenue.
- I. **Resolution 19-120** Dennis Arntson (National Guard & Armory) – Case No. 19-26V – Consider a Relating to a Variance to Allow a Solar Array 30 Feet from the Front Property Line Whereas 50 feet is Required for Property Located at 8076 Babcock Trail.
- J. Accept Proposal for Professional Engineering Services for 1565 82nd Street Site Plan Review.
- K. Schedule Special Council Meetings to Discuss Strategic Planning for 2020.
- L. **Resolution 19-119** to Continue in Council of Local Results and Innovation Performance Measurement Program.
- M. Personnel Actions

Councilmember Piekarski-Krech requested pulling Agenda Item 4Aii – Minutes from the June 24, 2019 Council Meeting since she was absent at that meeting.

Motion by Bartholomew, seconded by Perry, to approve the Consent Agenda except Agenda Item 4Aii – Minutes from the June 24, 2019 Council Meeting.

Ayes: 5

Nays: 0 Motion carried.

Motion by Bartholomew, seconded by Dietrich, to approve Agenda Item 4Aii – Minutes from the June 24, 2019 Council Meeting.

Ayes: 4
Nays: 0
Abstain: 1 (Piekarski-Krech)

5. PUBLIC COMMENT

Kathy Fischer, AFSCME Union President, resident of 3513 67th Street, stated she brought Marlys Sweeney and Jenny Blackbird, employees in the Finance Division. She referenced a letter sent by the Finance Division staff and an email from AFSCME members that was sent to Council members. Ms. Fischer asked that the Council consider further discussion of the Finance Manager position and its effect on the Finance Division. She asked that this position be discussed at a future worksession to allow staff input.

Mayor Tourville responded that the letter and email were received. He stated he spoke with Mr. Lynch and agreed to discuss this item further at the next worksession on August 5, 2019.

6. PUBLIC HEARING

A. Consider the Application of Lakeville Brewing Company LLC dba Inver Grove Brewing Company for an On-Sale Brew Pub Liquor License, a Sunday On-Sale Brew Pub Liquor License, and an Off-Sale Brew Pub Malt-Liquor License for the Premises Located at 9051 Buchanan Trail.

City Administrator Lynch stated this is a Public Hearing per the Ordinance. Notice of the Public Hearing was published in the June 23rd, 2019 Southwest Review. Staff recommends approval.

Don Seiler, 16164 Huron Court, Lakeville, stated in preparing for all the necessary steps on paper, he wanted to acknowledge the receptiveness, helpfulness, and courtesy of the entire Inver Grove Heights City Council and City Staff.

Motion by Piekarski-Krech, seconded by Perry, to close the Public Hearing at 7:28 p.m.

Ayes: 5
Nays: 0 **Motion carried.**

Motion by Piekarski-Krech, seconded by Perry, to Approve the Therapeutic Message Business License at 4020 75th Street.

Ayes: 5
Nays: 0 **Motion carried.**

7. REGULAR AGENDA

ADMINISTRATION

A. Consider Approval of Therapeutic Message Business License.

City Administrator Joe Lynch stated this is for consideration of approval of an application by Enrique Solano Jr. for a therapeutic massage business located at 4020 75th Street. He stated that Mr. Solano met all of the requirements and staff recommends approval.

Enrique Solano, 4970 Ashley Lane, stated he would like more information on community events and is excited to get started.

Motion by Piekarski-Krech second by Perry to approve the Application of Lakeville Brewing Company LLC dba Inver Grove Brewing Company for an On-Sale Brew Pub Liquor License, a Sunday On-Sale Brew Pub Liquor License, and an Off-Sale Brew Pub Malt-Liquor License for the Premises Located at 9051 Buchanan Trail.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA (CONT.)

COMMUNITY DEVELOPMENT

B. Joe Pucel – Case No. 19-17V – Consider a Resolution relating to a Variance to exceed the maximum size of an accessory structure allowed on the property located at 10423 Amy Court (Tabled).

City Planner Allan Hunting stated the proposal is for a two-story accessory structure. The footprint for each floor would be 1,500 square feet and room in the dormer space for a total of 3,126 square feet. The property is on four acres with the maximum size of the structure being 1,600 gross square feet. He stated the lot has a lot of topography and the Applicant was proposing a smaller footprint to minimize grading and tree removal. The Planning Commission reviewed this item at their Public Hearing and recommended denial. Staff is not recommending denial of the variance.

Joe Pucel, 10423 Amy Court, stated the garage is proposed to be detached. They had considered an attached garage, which did not have the same size restrictions, but that created difficulties. Garage attachment would create a loss of access to the backyard and a problem with the location of the well. Moving the garage further away from existing buildings removes the difficulties. He stated if he went 1,600 square feet for a slab on grade, it would create eight-foot-high retaining walls opening the area up to visibility by a neighbor. He stated this was a better construction design.

Councilmember Piekarski-Krech asked if he has read the letter from his neighbor who had concerns about the size of the structure and that it would be their view for six months out of the year. She asked if he would be using the basement of the garage for vehicles.

Mr. Pucel responded he did not see the letter. He stated with them in mind, this was a much smaller building than a slab on grade. The only visible item would be the top portion of the garage and very little foundation. He responded the basement would have a utility door for access to the backyard. He would be storing a snowmobile trailer and boat trailer.

Councilmember Bartholomew commented that convenience is not a practical difficulty and he is concerned about the size of the structure and that a couple of options could be explored without adding a variance.

Mayor Tourville stated his concern was the square footage and he cannot see a practical difficulty.

Mr. Pucel stated attaching the structure differently was considered, but the challenge was the significant drop off on both sides of the house. He wouldn't be able to get back there with equipment.

Councilmember Bartholomew stated Mr. Pucel may want to work with his architect on other alternatives that could be considered that would meet City Code. He stated he is not in support of Mr. Pucel's proposal because he cannot come up with a practical difficulty and there are other options. He stated that Mr. Pucel could also request a change in the Ordinance.

Councilmember Piekarski-Krech expressed that there must be a reason for a practical difficulty as to why the building would have to be designed to that size. She commented that with this design it may be difficult to do any work on the existing well if needed.

Mayor Tourville asked when a decision needed to be made. City Planner Hunting responded August 9, 2019.

Mayor Tourville asked Mr. Pucel if he wanted this item tabled so he could look into other options without the need of a variance. City Attorney Kuntz stated this item would have to be tabled until July 22, 2019.

Councilmember Bartholomew commented that an extension could be requested. City Planner Hunting responded that the City has already extended the request 120 days. Mr. Pucel would have to request an extension to a specific date. If an extension is not requested, the item needs to be acted on at the July 22, 2019 Council meeting.

Councilmember Piekarski-Krech suggested the item be tabled until July 22, 2019 and then act on an extension at that meeting. City Attorney Kuntz responded the item should be tabled until July 22nd. He stated Mr. Pucel should work with the City Planner to request an extension beyond July 22nd and August 9th.

Mr. Pucel agreed.

Motion by Piekarski-Krech, seconded by Perry to table Case No. 19-17V – Consider a Resolution relating to a Variance to exceed the maximum size of an accessory structure allowed on the property located at 10423 Amy Court until July 22nd, 2019.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA (CONT.)

COMMUNITY DEVELOPMENT

- C. William D. Krech – Case No. 19-07SZC Consider the following requests for the property located at 2001 120th Street: (a) Rezoning of the property from A, Agricultural to R-1C/PUD, Single Family Planned Unit Development; (b) Preliminary Plat for a single-family subdivision to be known as Amberwood, (c) Preliminary PUD approval for Amberwood including the specific flexibility requests from standard R-1C requirements. Resolution 19-121. Ordinance 1370.**

City Planner Hunting stated this item was before the City Council on June 10, 2019. Council tabled the item to July 8, 2019 to give staff and the neighborhood time to review the plan. He stated the applicant has submitted a revision to have a 20-lot, single-family development with the same layout and road pattern. There would be two outlots: Outlot A would be City-owned and Outlot B would be the required open space. He stated that flexibility is still being requested in lot sizes and setbacks. Lot size would be from 9,000 to 18,000 square feet. All have at least a 70-foot lot width. The setbacks requested are reducing the front yard from 30 feet to 25 feet, includes any corner, and a 15-foot separation. He stated the PUD Ordinance requires a 20-foot separation and they are asking for the typical 15 feet. They would still be removing approximately 52% of existing trees and the landscape plan now satisfies the reforestation. He stated in requesting flexibility in lot size width and front yard setback, they would in exchange, be providing 26% of the site in open space. He stated engineering has reviewed the request and has no issues. Staff stated that it meets all technical standards of the PUD and is in support of the request as presented.

Dick Braun, 2471 Angel Road, Sunfish Lake, stated there was a second neighborhood meeting on July 2nd, with ten in attendance. He discussed some of the questions and concerns that came up during that meeting as follows:

1. Type of mailbox system. After speaking to the Postmaster, cluster boxes are standard in new developments.
2. Streetlights. There would be streetlights. Placement would not be fully determined until engineering at Dakota Electric looks at the plan.
3. Power line easement. In speaking with Dakota Electric, there is one that goes north and south that services three properties. There is a rough-in for the new development at the north entrance.
4. If that line could be buried. That would be addressed once engineering at Dakota Electric looks at the plan.
5. School System. The students on Azure Lane go to Red Pine Elementary School. Anyone living in this development will be in the Eagan High School Area.
6. Maintenance on the conservation easement. He stated they are not opposed to meet with their Arborist about the south and west side to determine which trees are dangerous and need to be removed or watched. The Association in place is going to be responsible for maintaining the area. It is a minor Association that will cover Directors and Officer's liability insurance, crime, conservation easement maintenance, and maintenance on the monument. He stated there would be governing documents set up and recorded with the property.

Rod Turnquist, 2009 120th Street W., Rosemount, state he lives south of the project. He stated he has some concerns. He has maintained the south property line, with a fence, for years. The other side of the fence has a wall of buckthorn. He invited the Councilmembers to come out and look at the area. He suggested maintaining an eight- or ten-foot swath along the edge of the property. He commented he was concerned about the outlot located next to his property. He suggested there be an access along the top area so they could access the conservation area. He was concerned the outlots would not grow properly due to the overgrowth of buckthorn. He suggested planting new trees to replace the dying oak trees. He stated he doesn't feel like he gets anywhere with his questions of the Association.

Jeff Halvorson, 4858 Sycamore Drive, Eagan, stated he has attended most of the meetings on this issue and that this plan is favorable, and he is thankful. He stated it would be nice if Dakota Electric could do something with the power easement area.

Mayor Tourville asked that communication continue with the residents of Eagan along the western edge. Mayor Tourville stated he would also like the access to the easement for maintenance purposes.

City Administrator Lynch stated that a Conservation Agreement will be drawn up that would address any access or maintenance issues. This agreement would be a part of the approval process.

Motion by Bartholomew second by Dietrich to approve William D. Krech – Case No. 19-07SZC Consider the following requests for the property located at 2001 120th Street: (a) Rezoning of the property from A, Agricultural to R-1C/PUD, Single Family Planned Unit Development, (b) Preliminary Plat for a single-family subdivision to be known as Amberwood, (c) Preliminary PUD approval for Amberwood including the specific flexibility requests from standard R-1C requirement. Resolution 19-121 and Ordinance 1370.

Ayes: 5

Nays: 0 Motion carried.

8. 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 Case No. 70588 filed with the Minnesota Department of Human Rights.

City Attorney Kuntz stated under Minn. Stat. § 13D.05, Subd. 3(b) the City Council has the ability to meet with its Attorney in a private closed-door session to discuss pending litigation. This is known as the attorney-client privilege and recognized by Common Law and the Statute. He stated that the Council is being asked to utilize both the Statute and the Common Law to meet with its Attorneys who are representing the City with regards to a pending litigation matter, Case #70588, filed with the Minnesota Department of Human Rights. He asked the Council to make a motion to move to closed door executive session under the Statute and Common Law for a closed-door meeting with attorney's concerning the pending litigation referenced.

Motion by Piekarski-Krech, seconded by Perry, to adjourn into Closed-Door Meeting (Executive Session) at 8:45 p.m.

Ayes: 5

Nays: 0

Motion carried.



Joe Lynch, City Administrator/Interim Deputy Clerk

Minutes prepared by Recording Clerk Sheri Yourczek.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: July 22, 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 July 3, 2019 to July 17, 2019.

SUMMARY

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

General & Special Revenue	\$436,450.26
Debt Service & Capital Projects	483,595.14
Enterprise & Internal Service	401,255.65
Escrows	14,895.05
Grand Total for All Funds	<u><u>\$1,336,196.10</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 July 3, 2019 to July 17, 2019 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

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

WHEREAS, a list of disbursements for the period ending July 17, 2019 was presented to the City Council for approval;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: that payment of the list of disbursements of the following funds is approved:

General & Special Revenue	\$436,450.26
Debt Service & Capital Projects	483,595.14
Enterprise & Internal Service	401,255.65
Escrows	14,895.05
 Grand Total for All Funds	 <u><u>\$1,336,196.10</u></u>

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

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Joe Lynch, Interim Deputy Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 07/03/2019 - 07/17/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AFSCME COUNCIL 5	INV0088501	07/05/2019	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	978.51
AFSCME COUNCIL 5	INV0088502	07/05/2019	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	94.10
ASPEN MILLS	239427	07/17/2019	55077IGHPD	101.42.4000.421.60045	94.11
BARNA, GUZY, & STEFFEN LTD	204494	07/17/2019	50003-005	101.41.1100.413.30430	78.00
BARNA, GUZY, & STEFFEN LTD	204495	07/17/2019	50003-0011	101.41.1100.413.30430	2,955.00
BJORKLUND COMPENSATION CONSULTING, LL	00004052	07/10/2019	6/26/19	101.42.4000.421.30700	145.00
BUREAU OF CRIMINAL APPREHENSION	00000551924	07/10/2019	00000012981	101.42.4000.421.40044	390.00
CITY OF SAINT PAUL	IN35344	07/10/2019	76	101.43.5200.443.60016	19,821.45
CITY OF SAINT PAUL	IN35485	07/10/2019	76	101.43.5200.443.60016	8,077.81
COMCAST	7/5/19 8772 10 591 0359526	07/17/2019	8772 10 591 0359526	101.42.4200.423.30700	10.52
COMFORT BY DESIGN INC.	273210	07/17/2019	REFUND - CITY CONTRACTOR LICEN	101.45.0000.3219500	50.00
CULLIGAN	6/30/19 157-98459100-6	07/17/2019	157-98459100-6	101.42.4200.423.60065	129.78
CULLIGAN	6/30/19 157-98459118-8	07/17/2019	157-98459118-8	101.42.4200.423.60065	47.95
CUSTOMIZED FIRE RECUE TRAINING INC.	1499	07/17/2019	6/30/19	101.42.4200.423.50080	400.00
DAKOTA COMMUNICATIONS CENTER	IG2019-08	07/17/2019	AUGUST 2019	101.42.4000.421.70502	50,680.50
DAKOTA COMMUNICATIONS CENTER	IG2019-08	07/17/2019	AUGUST 2019	101.42.4200.423.70502	6,740.50
DAKOTA CTY FINANCIAL SVCS	00035330/00035331	07/17/2019	P0001753	101.42.4000.421.70501	55.73
DAKOTA CTY FINANCIAL SVCS	00035330/00035331	07/17/2019	P0001753	101.42.4000.421.70501	1,563.11
DAKOTA CTY FINANCIAL SVCS	00035330/00035331	07/17/2019	P0001753	101.42.4200.423.30700	1,703.09
DAKOTA CTY FINANCIAL SVCS	00035330/00035331	07/17/2019	P0001753	101.43.5200.443.30700	46.66
EARL F ANDERSEN INC	0120511-IN	07/10/2019	0134907	101.43.5200.443.60016	4,100.00
EFTPS	INV0088526	07/05/2019	FEDERAL WITHHOLDING	101.203.2030200	55,068.11
EFTPS	INV0088528	07/05/2019	MEDICARE WITHHOLDING	101.203.2030500	16,331.14
EFTPS	INV0088529	07/05/2019	SOCIAL SECURITY WITHHOLDING	101.203.2030400	47,770.18
EYEMED	163950449	07/17/2019	JULY 2019	101.203.2032700	232.47
FIREHOUSE MAGAZINE	2019 RENEWAL 8741994	07/17/2019	2019 - 2 YEAR RENEWAL	101.42.4200.423.50070	49.95
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0088506	07/05/2019	HSA ELECTION-FAMILY	101.203.2032500	2,787.18
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0088507	07/05/2019	HSA ELECTION-SINGLE	101.203.2032500	4,847.23
GERTENS	2626/12	07/10/2019	103566	101.44.6000.451.60035	2,771.09
GERTENS	2629/12	07/10/2019	103566	101.44.6000.451.60016	2,343.00
GERTENS	49439/6	07/10/2019	103566	101.44.6000.451.60065	52.95
GERTENS	49442/6	07/10/2019	103566	101.44.6000.451.60065	79.43
GERTENS	49450/6	07/10/2019	103566	101.44.6000.451.60065	79.43
GLENN LAWN CARE	1949	07/10/2019	0181	101.44.6000.451.30700	520.00
GLS COMPANIES	175334	07/17/2019	252655	101.41.1100.413.50032	3,502.00
HEALTHEAST MEDICAL TRANSPORTATION	19-22864	07/10/2019	5/23/19	101.42.4000.421.30700	88.40
ICMA RETIREMENT TRUST - 457	INV0088500	07/05/2019	457 - ROTH AGE 50+	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0088508	07/05/2019	ICMA-AGE <49 %	101.203.2031400	7,186.98
ICMA RETIREMENT TRUST - 457	INV0088509	07/05/2019	ICMA-AGE <49	101.203.2031400	2,830.00
ICMA RETIREMENT TRUST - 457	INV0088510	07/05/2019	ICMA-AGE 50+ %	101.203.2031400	517.23
ICMA RETIREMENT TRUST - 457	INV0088511	07/05/2019	ICMA-AGE 50+	101.203.2031400	6,659.79
ICMA RETIREMENT TRUST - 457	INV0088512	07/05/2019	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	88.57
ICMA RETIREMENT TRUST - 457	INV0088522	07/05/2019	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	2,026.52
ICMA RETIREMENT TRUST - 457	INV0088523	07/05/2019	ROTH IRA (AGE 50 & OVER)	101.203.2032400	920.00
ICMA RETIREMENT TRUST - 457	INV0088524	07/05/2019	ROTH-AGE <49 %	101.203.2032400	43.18
IUOE	INV0088513	07/05/2019	UNION DUES IUOE	101.203.2031000	1,143.42
LANGUAGE LINE SERVICES	4602249	07/17/2019	9020909043	101.42.4000.421.50020	80.61
LELS	INV0088514	07/05/2019	UNION DUES (LELS)	101.203.2031000	1,680.00
LELS SERGEANTS	INV0088525	07/05/2019	UNION DUES (LELS SGT)	101.203.2031000	306.00
LOCAL GOVERNMENT INFORMATION SYSTEM (I	47295	07/10/2019	106325	101.42.4000.421.70501	1,923.00
LOCAL GOVERNMENT INFORMATION SYSTEM (I	47304	07/10/2019	111541	101.42.4200.423.30700	469.00
MAX STEININGER, INC.	249	07/10/2019	519	101.43.5200.443.60016	490.20
MAX STEININGER, INC.	255	07/10/2019	519	101.43.5200.443.60016	358.80
METROPOLITAN COUNCIL	JUNE 2019	07/17/2019	JUNE 2019	101.41.0000.3414000	(596.40)
MINNEAPOLIS OXYGEN CO.	20111642	07/17/2019	01915	101.42.4200.423.40042	165.35
MINNEAPOLIS OXYGEN CO.	00044426	07/17/2019	01910	101.42.4200.423.30700	96.60
MINNEAPOLIS OXYGEN CO.	00044427	07/17/2019	01915	101.42.4200.423.30700	75.90
MINNESOTA ALLIANCE ON CRIME	2019 MEMBERSHIP DUES	07/17/2019	MEMBERSHIP DUES	101.42.4000.421.50070	100.00
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0088504	07/05/2019	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	306.89
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0088505	07/05/2019	JOHN VERDEJA FEIN/TAXPAYER ID: 4	101.203.2032100	158.74
MN DEPT OF LABOR & INDUSTRY	JUN-19	07/17/2019	JUN-19	101.207.2070100	6,039.33
MN DEPT OF LABOR & INDUSTRY	JUN-19	07/17/2019	JUN-19	101.41.0000.3414000	(25.00)
MN DEPT OF LABOR & INDUSTRY	MAR-19	07/17/2019	MAR-19	101.207.2070100	3,869.81
MN DEPT OF LABOR & INDUSTRY	MAR-19	07/17/2019	MAR-19	101.41.0000.3414000	(25.00)
MN DEPT OF REVENUE	INV0088515	07/05/2019	LEVY - ANDREW BRAVO	101.203.2031900	110.97
MN DEPT OF REVENUE	INV0088527	07/05/2019	STATE WITHHOLDING	101.203.2030300	25,846.52
MN STATE FIRE CHIEFS ASSOCIATION	SAFETY DEMO	07/17/2019	KITCHEN FIRE SAFETY LIVE DEMO	101.42.4200.423.30700	75.00
MTI DISTRIBUTING CO	1219374-00	07/10/2019	91180	101.44.6000.451.40047	83.27
OXYGEN SERVICE COMPANY, INC	03439600	07/17/2019	04394	101.42.4000.421.60065	47.64
PERA	INV0088516	07/05/2019	PERA COORDINATED PLAN	101.203.2030600	40,350.12
PERA	INV0088517	07/05/2019	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,103.91
PERA	INV0088518	07/05/2019	PERA DEFINED PLAN	101.203.2030600	53.46
PERA	INV0088519	07/05/2019	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	53.46
PERA	INV0088520	07/05/2019	PERA POLICE & FIRE PLAN	101.203.2030600	19,919.44
PERA	INV0088521	07/05/2019	EMPLOYER SHARE (POLICE & FIRE P	101.203.2030600	29,879.21
PINE BEND PAVING, INC.	4498	07/17/2019	7/26/19	101.43.5200.443.40046	1,875.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PINE BEND PAVING, INC.	19-305	07/17/2019	6/28/19	101.43.5200.443.60016	1,046.49
PRECISE MRM	200-1021526	07/10/2019	000208	101.43.5200.443.30700	960.00
PRECISE MRM	200-1021682	07/10/2019	000208	101.43.5200.443.30700	59.79
RCM SPECIALTIES, INC.	7092	07/10/2019	6/26/19	101.43.5200.443.40046	3,375.00
RCM SPECIALTIES, INC.	7093	07/10/2019	6/26/19	101.43.5200.443.40046	3,375.00
RCM SPECIALTIES, INC.	7092 B	07/17/2019	6/26/19	101.43.5200.443.40046	6,750.00
RENEE DUBS ELLENA	19-4837	07/10/2019	JULY/AUGUST 2019	101.41.1300.413.50032	855.00
SCHLOMKA'S VAC TRUCK SERVICE, INC.	8805	07/10/2019	6/20/19	101.43.5200.443.40046	10,380.00
SHERWIN-WILLIAMS	0681-6	07/10/2019	6682-5453-5	101.43.5200.443.60016	283.59
STREICHER'S	I1374963	07/10/2019	6/26/19	101.42.4000.421.60045	471.98
STREICHER'S	I1376682	07/17/2019	285	101.42.4000.421.60065	152.96
TEXAS STATE DISBURSEMENT UNIT	INV0088503	07/05/2019	ANDREW BRAVO FEIN/TAXPAYER ID:	101.203.2032100	401.13
TOTAL CONSTRUCTION & EQUIP.	11638	07/10/2019	40191053	101.44.6000.451.40047	623.54
TOURVILLE, GEORGE	7/8/19	07/17/2019	REFUND - LMC CONFERENCE	101.41.1000.413.50065	185.60
TOURVILLE, GEORGE	7/8/19	07/17/2019	REFUND - LMC CONFERENCE	101.41.1000.413.50075	443.07
TYLER TECHNOLOGIES, INC	025-262985	07/17/2019	41443	101.41.2000.415.40044	53.24
TYLER TECHNOLOGIES, INC	025-263541	07/17/2019	41443	101.41.2000.415.40044	438.00
UNIFIRST CORPORATION	090 0490571	07/10/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0490571	07/10/2019	1051948	101.44.6000.451.60045	25.05
UNIFIRST CORPORATION	090 0491893	07/10/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0491893	07/10/2019	1051948	101.44.6000.451.60045	25.05
UNIFIRST CORPORATION	090 0493225	07/17/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0493225	07/17/2019	1051948	101.44.6000.451.60045	25.05
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	101.41.1100.413.30550	5.49
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	101.41.2000.415.30550	7.20
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	101.42.4000.421.30550	51.24
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	101.42.4200.423.30550	2.44
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	101.43.5100.442.30550	15.25
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	101.43.5200.443.30550	2.44
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	101.44.6000.451.30550	6.61
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	101.45.3000.419.30550	2.20
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	101.45.3300.419.30550	9.77
UNITED STATES TREASURY	7/5/19	07/10/2019	ANDREW BRAVO - LEVY PROCEEDS	101.203.2031900	125.00
VERIFIED CREDENTIALS, INC.	295455	07/10/2019	6/30/19	101.41.1100.413.30700	169.25
VERIFIED CREDENTIALS, INC.	295461	07/10/2019	6/30/19	101.41.1100.413.30500	592.77
VERIZON WIRELESS	983751662	06/23/2019	Telephone	101.41.1000.413.50020	180.05
VERIZON WIRELESS	983751662	06/23/2019	642017074-00001	101.41.1100.413.50020	42.40
VERIZON WIRELESS	983751662	06/23/2019	Telephone	101.42.4000.421.50020	1,410.91
VERIZON WIRELESS	983751662	06/23/2019	Telephone	101.42.4200.423.50020	738.89
VERIZON WIRELESS	983751662	06/23/2019	Telephone	101.43.5100.442.50020	329.42
VERIZON WIRELESS	983751662	06/23/2019	Telephone	101.43.5200.443.50020	380.38
VERIZON WIRELESS	983751662	06/23/2019	Telephone	101.44.6000.451.50020	362.50
VERIZON WIRELESS	983751662	06/23/2019	Telephone	101.45.3000.419.50020	43.59
VERIZON WIRELESS	983751662	06/23/2019	Telephone	101.45.3300.419.50020	229.64
Fund: 101 - GENERAL FUND					427,871.85
DVORAK, DAVID	7/3/19	07/17/2019	REFUND	204.44.0000.3470000	15.00
FLAHERTY, MEGAN	7/2/19	07/17/2019	REFUND - LOW ENROLLMENT	204.44.0000.3470000	56.00
GL SPORTS CAMPS, LLC	17504	07/17/2019	7/2/19	204.44.6100.452.30700	986.45
HOMETOWN MEATS	1012	07/17/2019	6/18/19	204.44.6100.452.60009	922.50
HUFF, JEN	7/2/19	07/17/2019	REFUND - LOW ENROLLMENT	204.228.2280200	(20.00)
HUFF, JEN	7/2/19	07/17/2019	REFUND - LOW ENROLLMENT	204.44.0000.3470000	56.00
SCHWAB, MELISSA	7/2/19	07/17/2019	REFUND - LOW ENROLLMENT	204.44.0000.3470000	56.00
SOUTH EAST UMPIRES ASSN	JUNE 2019	07/17/2019	JUNE 2019	204.44.6100.452.30700	1,416.00
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	204.44.6100.452.30550	0.80
Fund: 204 - RECREATION FUND					3,488.75
ABDULMAYIO, ADEN	7/2/19	07/17/2019	REFUND - CANCELLATION	205.44.0000.3493501	45.00
EZ FITNESS SOLUTIONS, LLC	19-0002	07/17/2019	6/21/19	205.44.6200.453.40042	750.00
FIRST IMPRESSION GROUP, THE	91005-P	07/17/2019	6/21/19	205.44.6200.453.50035	1,600.00
HUEBSCH SERVICES	4311864	07/10/2019	92965	205.44.6200.453.40040	238.40
HUEBSCH SERVICES	4311864	07/10/2019	92965	205.44.6200.453.40040	59.61
HUGHES, GLORIA	7/3/19	07/17/2019	REFUND	205.44.0000.3493501	75.00
JOHNSON, CALVIN	7/9/19	07/17/2019	REFUND - LOW ENROLLMENT	205.44.0000.3493501	35.00
KOCH, CHAD	7/9/19	07/17/2019	REFUND - MEMBERSHIP OVERPAYME	205.207.2070300	1.70
KOCH, CHAD	7/9/19	07/17/2019	REFUND - MEMBERSHIP OVERPAYME	205.44.0000.3490100	23.80
KRACHT, TRACY	7/8/19	07/17/2019	REFUND	205.44.0000.3493501	51.87
MACK, ANN	7/3/19	07/17/2019	REFUND	205.44.0000.3493501	60.00
MEDICINE LAKE TOURS	6/29/19	07/17/2019	FRIDAY JULY 19TH	205.44.6200.453.50090	1,400.00
MN DISTANCE RUNNING ASSOCIATION	5366	07/17/2019	6/18	205.44.6200.453.50025	150.00
SPILSETH, KATE	7/1/19	07/17/2019	REFUND - CANCELLATION	205.44.0000.3493501	65.00
ST. AMBROSE OF WOODBURY	6/21/19	07/17/2019	REFUND - 6/20/19 POOL	205.44.0000.3492700	44.80
TOTAL CONSTRUCTION & EQUIP.	11547	07/17/2019	40191049	205.44.6200.453.30700	161.35
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	205.44.6200.453.30550	10.59
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	205.44.6200.453.30550	2.44
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	205.44.6200.453.30550	2.44
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	205.44.6200.453.30550	2.44
VERIZON WIRELESS	983751662	06/23/2019	Telephone	205.44.6200.453.50020	26.71
VERIZON WIRELESS	983751662	06/23/2019	Telephone	205.44.6200.453.50020	61.72
VERIZON WIRELESS	983751662	06/23/2019	Telephone	205.44.6200.453.50020	81.27
VERIZON WIRELESS	983751662	06/23/2019	Telephone	205.44.6200.453.50020	81.28
ZHENG, FENG	7/3/19	07/17/2019	REFUND - LOW ENROLLMENT	205.44.0000.3493501	59.00
Fund: 205 - COMMUNITY CENTER					5,089.42
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	290.45.3000.419.30550	0.24
Fund: 290 - EDA OPERATING					0.24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
METROPOLITAN COUNCIL	JUNE 2019	07/17/2019	JUNE 2019	404.217.2170000	59,640.00
Fund: 404 - SEWER CONNECTION FUND					59,640.00
MN POLLUTION CONTROL AGENCY	10000082197	07/10/2019	6/17/19	437.44.5900.737.30700	187.50
MN POLLUTION CONTROL AGENCY	10000082270	07/10/2019	VIC REIMBURSEMENTS	437.44.5900.737.30700	187.50
Fund: 437 - 2017 IMPROVEMENT FUND					375.00
REPUBLIC SERVICES	0923-003991639	07/10/2019	3-0923-0069137	439.43.5500.446.40025	26.00
Fund: 439 - 2019 IMPROVEMENT FUND					26.00
BRAUN INTERTEC CORPORATION	B173333	07/10/2019	109213	440.74.5900.740.30340	6,125.50
MCNAMARA CONTRACTING INC	PAY VO. NO. 7	07/17/2019	CITY PROJECT NO. 2016-09E	440.74.5900.740.80300	12,463.61
Fund: 440 - PAVEMENT MANAGEMENT PROJ					18,589.11
EAGAN, CITY OF	MAR-MAY 2019	07/17/2019	MARCH-MAY 2019	441.74.5900.741.40030	4,759.83
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	441.74.5900.741.30550	0.92
Fund: 441 - STORM WATER MANAGEMENT					4,760.75
DANNER INC	PAY VO. NO. 1	07/17/2019	CITY PROJECT NO. 2015-03, 2018-03,	446.74.5900.746.80300	301,899.20
M & J SERVICES, LLC	2040	07/10/2019	6/28/19	446.74.5900.746.30700	2,300.00
MAX STEININGER, INC.	PAY VO. NO. 9	07/17/2019	CITY PROJECT NO. 2017-03, 2017-24	446.74.5900.746.80300	96,005.08
Fund: 446 - NW AREA					400,204.28
AUTOMATIC SYSTEMS CO.	33501	07/17/2019	INVE01	501.50.7100.512.40040	751.05
CITY OF BLOOMINGTON	1900166	07/17/2019	6/28/19	501.50.7100.512.30700	420.00
CORE & MAIN LP	K761975	07/17/2019	099872	501.50.7100.512.40043	4,048.00
CORE & MAIN LP	K764608	07/17/2019	099872	501.50.7100.512.75500	1,557.38
EAGAN, CITY OF	MAR-MAY 2019	07/17/2019	6/28/19	501.50.7100.512.40005	29,356.39
ELECTRIC FIRE & SECURITY	C1954	07/17/2019	CIT800	501.50.7100.512.40040	596.00
GOPHER STATE ONE-CALL	9060481	07/17/2019	MN00435	501.50.7100.512.30700	861.30
GRAINGER	9228567443	07/17/2019	806460150	501.50.7100.512.60016	155.66
HAWKINS, INC.	4525499	07/17/2019	108816	501.50.7100.512.60019	639.80
HYDRODESIGNS, INC	0052775-IN	07/17/2019	INVERGR	501.50.7100.512.30700	1,247.25
JB CONTROLS, INC.	1867	07/17/2019	6/28/19	501.50.7100.512.40040	852.57
KAT-KEY'S LOCK & SAFE CO.	119184	07/17/2019	7/1/19	501.50.7100.512.60016	20.80
MICHELS CONSTRUCTION	7/12/19	07/17/2019	REFUND HYDRANT PERMIT #1911	501.207.2070300	(12.77)
MICHELS CONSTRUCTION	7/12/19	07/17/2019	REFUND HYDRANT PERMIT #1911	501.50.0000.3813000	(179.22)
MIDWEST SAFETY COUNSELORS, INC.	IVC0057890	07/17/2019	6/28/19	501.50.7100.512.60016	48.00
O' REILLY AUTO PARTS	1767-410284	07/17/2019	1578028	501.50.7100.512.60016	36.78
SNAP-ON INDUSTRIAL	ARV/40261735	07/02/2019	6/18/19	501.50.7100.512.60040	65.88
TYLER TECHNOLOGIES, INC	025-264746	07/17/2019	41443	501.50.7100.512.70440	1,101.88
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	501.50.7100.512.30550	10.50
VALLEY-RICH CO, INC	27127	07/17/2019	R190400 06/30	501.50.7100.512.40046	3,171.00
VERIZON WIRELESS	983751662	06/23/2019	Telephone	501.50.7100.512.50020	382.15
Fund: 501 - WATER UTILITY FUND					45,130.40
AUTOMATIC SYSTEMS CO.	33499	07/17/2019	INVE01	502.51.7200.514.40043	313.55
AUTOMATIC SYSTEMS CO.	33511	07/17/2019	INVE01	502.51.7200.514.40042	501.05
EAGAN, CITY OF	MAR-MAY 2019	07/17/2019	MARCH-MAY 2019	502.51.7200.514.40015	49,530.68
FLEXIBLE PIPE TOOL COMPANY	23863	07/17/2019	7/3/19	502.51.7200.514.40042	215.70
FLEXIBLE PIPE TOOL COMPANY	23906	07/17/2019	7/11/19	502.51.7200.514.40042	713.25
METROPOLITAN COUNCIL	0001098263	07/17/2019	5084	502.51.7200.514.40015	163,794.63
TYLER TECHNOLOGIES, INC	025-264746	07/17/2019	41443	502.51.7200.514.70440	1,101.87
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	502.51.7200.514.30550	6.58
Fund: 502 - SEWER UTILITY FUND					216,177.31
ARTISAN BEER COMPANY	3354345	07/10/2019	125656	503.52.8300.524.76150	636.90
BREAKTHRU BEVERAGE MINNESOTA	1080988582	07/10/2019	102294	503.52.8300.524.76150	155.05
BREAKTHRU BEVERAGE MINNESOTA	1091019406	07/10/2019	102294	503.52.8300.524.76150	453.30
BREAKTHRU BEVERAGE MINNESOTA	1080995483	07/17/2019	102294	503.52.8300.524.76150	237.75
BREAKTHRU BEVERAGE MINNESOTA	1091024996	07/17/2019	102294	503.52.8300.524.76150	446.80
COCA COLA BOTTLING COMPANY	3607206089	07/10/2019	6/26/19	503.52.8300.524.76100	1,148.80
COCA COLA BOTTLING COMPANY	3607206119	07/17/2019	7/3/19	503.52.8300.524.76100	951.33
COLLEGE CITY BEVERAGE	611-1431	07/10/2019	3592	503.52.8300.524.76150	303.30
COLLEGE CITY BEVERAGE	719-0090	07/17/2019	3592	503.52.8300.524.76150	272.10
COVERALL OF THE TWIN CITIES INC	7070264994	07/17/2019	707-2469	503.52.8500.526.40040	1,124.81
DRAFT TECHNOLOGIES	07011904	07/17/2019	7/1/19	503.52.8300.524.40042	55.00
GERTENS	49538/6	07/17/2019	100464	503.52.8600.527.60020	79.17
GERTENS	462996/1	07/17/2019	100464	503.52.8600.527.60020	70.70
HEGGIES PIZZA	409812588	07/10/2019	C224	503.52.8300.524.76050	49.30
HEGGIES PIZZA	618952601	07/17/2019	C224	503.52.8300.524.76050	92.25
JERRY OR BARBARA OSIECKI	7/15/19	07/17/2019	PURCHASE OF EZGO TERRAIN 1000 I	503.52.8600.527.60040	4,500.00
JJ TAYLOR DIST. COMPANY OF MN	2998838	07/17/2019	00834	503.52.8300.524.76150	845.40
JOHNSON BROTHERS LIQUOR COMPANY INC.	3356292	07/17/2019	125656	503.52.8300.524.76150	549.20
M. AMUNDSON LLP	283020	07/17/2019	902858	503.52.8300.524.76050	200.57
MANSFIELD OIL COMPANY	31350227	07/10/2019	24129	503.52.8400.525.60021	1,097.56
MANSFIELD OIL COMPANY	21354249	07/17/2019	24129	503.52.8600.527.60021	2,116.95
MANSFIELD OIL COMPANY	21354268	07/17/2019	24129	503.52.8600.527.60021	2,188.36
MERCURY ELECTRIC CORPORATION	11380	07/17/2019	6/26/19	503.52.8600.527.60008	968.37
MN GOLF ASSOCIATION, INC.	5040219	07/10/2019	45041302	503.52.8000.521.70250	3,775.00
MN GOLF ASSOCIATION, INC.	5040419	07/10/2019	5/20/19	503.52.8000.521.70250	150.00
MTI DISTRIBUTING CO	1212420-01	07/17/2019	402307	503.52.8600.527.40042	221.27
MTI DISTRIBUTING CO	1219424-00	07/17/2019	402307	503.52.8600.527.40042	685.01
NATURE CALLS, INC.	26238	07/17/2019	5/31/19	503.52.8600.527.40065	124.27
SOUTH BAY DESIGN	070119	07/17/2019	INVERWOOD	503.52.8500.526.50025	255.00
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	503.52.8000.521.30550	2.44
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	503.52.8600.527.30550	4.88

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
US FOODSERVICE	3816936 B	07/10/2019	3805983	503.52.8300.524.76050	(20.61)
US FOODSERVICE	4870156	07/10/2019	03805983	503.52.8300.524.60065	197.35
US FOODSERVICE	4870156	07/10/2019	03805983	503.52.8300.524.76050	888.13
US FOODSERVICE	4870156	07/10/2019	03805983	503.52.8300.524.76100	132.98
US FOODSERVICE	6/26/19	07/10/2019	3805983	503.52.8300.524.76050	16.27
US FOODSERVICE	5006800	07/17/2019	03805983	503.52.8300.524.76050	681.28
US FOODSERVICE	5006800	07/17/2019	03805983	503.52.8300.524.76100	29.01
US FOODSERVICE	5006801	07/17/2019	03805983	503.52.8300.524.76050	24.97
VERIZON WIRELESS	983751662	06/23/2019	Telephone	503.52.8500.526.50020	208.95
YAMAHA GOLF & UTILITY, INC.	01-230229	07/17/2019	INVERWOOD	503.52.8400.525.80700	28,100.00
Fund: 503 - INVER WOOD GOLF COURSE					54,019.17
HEPPNER'S AUTO BODY	45060	07/10/2019	6/10/19	602.00.2100.415.40048	3,200.78
HEPPNER'S AUTO BODY	45100	07/10/2019	6/10/19	602.00.2100.415.40048	2,840.05
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	602.00.2100.415.30550	0.12
Fund: 602 - RISK MANAGEMENT					6,040.95
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004246541	07/10/2019	14649	603.140.1450050	47.41
ARROW MOWER, INC.	60147	07/17/2019	GROVEINVE	603.00.5300.444.40041	139.60
EMERGENCY APPARATUS MAINTENANCE	106345	07/10/2019	5/9/19	603.00.5300.444.40041	637.32
EMERGENCY AUTOMOTIVE TECHNOLOGIES	DL052819-25	07/10/2019	5/29/19	603.00.5300.444.40041	277.24
FERRELLGAS	1107109491	07/10/2019	7754787	603.00.5300.444.40041	27.00
FROST INC.	5456	07/10/2019	6/13/19	603.00.5300.444.40041	138.10
GERLACH OUTDOOR POWER EQUIP	176487	07/10/2019	109185	603.00.5300.444.40041	368.82
HANCO CORPORATION	473336	07/10/2019	332660	603.00.5300.444.60012	115.24
HOSE / CONVEYORS INC	00081390	07/17/2019	CIT300	603.00.5300.444.40041	18.34
INVER GROVE FORD	6285652/1	07/17/2019	4/17/19	603.00.5300.444.40041	179.99
INVER GROVE FORD	5273147	07/17/2019	7/2/19	603.00.5300.444.40041	30.39
INVER GROVE FORD	6292703/1	07/17/2019	7/5/19	603.00.5300.444.40041	319.05
KIMBALL MIDWEST	7223481	07/10/2019	222006	603.00.5300.444.60012	239.80
KIMBALL MIDWEST	7245806	07/17/2019	222006	603.00.5300.444.60012	268.31
MACQUEEN EQUIPMENT INC	W04661	07/17/2019	INVER002	603.00.5300.444.40041	3,861.55
MANSFIELD OIL COMPANY	21356509	07/17/2019	23866	603.140.1450060	4,715.00
MID CITY SERVICES, INC.	106391	07/10/2019	6/21/19	603.00.5300.444.40065	48.00
MID CITY SERVICES, INC.	108522	07/17/2019	7/5/19	603.00.5300.444.40065	43.50
MIDWAY FORD	122313	07/10/2019	6/7/19	603.00.5300.444.80700	32,722.74
MIDWAY FORD	122579	07/10/2019	6/26/19	603.00.5300.444.80700	22,487.91
MTI DISTRIBUTING CO	1218594-00	07/10/2019	91180	603.00.5300.444.60014	633.36
NORTH AMERICAN TRAILER SALES	0304145340	07/17/2019	10095	603.00.5300.444.60012	9.80
O' REILLY AUTO PARTS	1767-405811	07/10/2019	1578028	603.00.5300.444.40041	165.99
O' REILLY AUTO PARTS	1767-406144	07/10/2019	1578028	603.140.1450050	13.04
O' REILLY AUTO PARTS	1767-406999	07/10/2019	1578028	603.140.1450050	46.92
O' REILLY AUTO PARTS	1767-407002	07/10/2019	1578028	603.00.5300.444.40041	32.38
O' REILLY AUTO PARTS	1767-407013	07/10/2019	1578028	603.00.5300.444.60012	9.80
O' REILLY AUTO PARTS	1767-407261	07/10/2019	1578028	603.00.5300.444.60012	3.56
O' REILLY AUTO PARTS	1767-407657	07/10/2019	1578028	603.140.1450050	35.40
O' REILLY AUTO PARTS	1767-407732	07/10/2019	1578028	603.00.5300.444.40041	18.99
O' REILLY AUTO PARTS	1767-408236	07/10/2019	1578028	603.00.5300.444.60012	13.50
O' REILLY AUTO PARTS	1767-408477	07/10/2019	1578028	603.00.5300.444.60012	35.47
O' REILLY AUTO PARTS	1767-408512	07/10/2019	1578028	603.00.5300.444.40041	18.41
O' REILLY AUTO PARTS	1767-408711	07/10/2019	1578028	603.00.5300.444.40041	10.99
O' REILLY AUTO PARTS	1767-408716	07/10/2019	15780286	603.00.5300.444.40041	15.00
O' REILLY AUTO PARTS	1767-408781	07/10/2019	1578028	603.00.5300.444.60012	113.98
O' REILLY AUTO PARTS	1767-408989	07/10/2019	1578028	603.00.5300.444.40041	18.41
O' REILLY AUTO PARTS	1767-408992	07/10/2019	1578028	603.00.5300.444.40041	47.40
O' REILLY AUTO PARTS	1767-408996	07/10/2019	1578028	603.00.5300.444.40041	13.66
O' REILLY AUTO PARTS	1767-409134	07/10/2019	1578028	603.00.5300.444.40041	5.36
O' REILLY AUTO PARTS	1767-409141	07/10/2019	1578028	603.140.1450050	15.60
O' REILLY AUTO PARTS	1767-409151	07/17/2019	1578028	603.140.1450050	15.80
O' REILLY AUTO PARTS	1767-409154	07/10/2019	1578028	603.00.5300.444.40041	15.96
O' REILLY AUTO PARTS	1767-409740	07/17/2019	1578028	603.00.5300.444.40041	402.56
O' REILLY AUTO PARTS	1767-409963	07/17/2019	1578028	603.00.5300.444.40041	9.00
O' REILLY AUTO PARTS	1767-410049	07/17/2019	1578028	603.00.5300.444.40041	59.94
O' REILLY AUTO PARTS	1767-410242	07/17/2019	1578028	603.140.1450050	15.60
O' REILLY AUTO PARTS	1767-411423	07/17/2019	1578028	603.00.5300.444.40041	99.99
O' REILLY AUTO PARTS	1767-408715	07/10/2019	1578028	603.00.5300.444.40041	(18.99)
O' REILLY AUTO PARTS	1767-408993	07/10/2019	1578028	603.00.5300.444.40041	(47.40)
POMP'S TIRE SERVICE, INC.	980060261	07/10/2019	4502557	603.140.1450050	1,350.00
SNAP-ON INDUSTRIAL	ARR/86973320	12/31/2018	12/22/18	603.00.5300.444.60040	(383.49)
SNAP-ON INDUSTRIAL	ARV/38467178	12/31/2018	12/29/18	603.00.5300.444.60040	77.35
SNAP-ON INDUSTRIAL	ARV/40310513	07/10/2019	6/20/19	603.00.5300.444.60040	1,236.70
STEPP MANUFACTURING CO. INC.	055718	07/10/2019	5/24/19	603.00.5300.444.40041	1,080.96
TRUCK UTILITIES, INC.	5339574	07/10/2019	000154	603.00.5300.444.40041	1,617.26
UNIFIRST CORPORATION	090 0490571	07/10/2019	1051948	603.00.5300.444.40065	168.72
UNIFIRST CORPORATION	090 0490571	07/10/2019	1051948	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	090 0491893	07/10/2019	1051948	603.00.5300.444.40065	168.72
UNIFIRST CORPORATION	090 0491893	07/10/2019	1051948	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	090 0493225	07/17/2019	1051948	603.00.5300.444.40065	177.10
UNIFIRST CORPORATION	090 0493225	07/17/2019	1051948	603.00.5300.444.60045	33.50
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	603.00.5300.444.30550	2.44
VERIZON WIRELESS	983751662	06/23/2019	Telephone	603.00.5300.444.50020	107.57
WORLD FUEL SERVICES	99892870457-41801	07/10/2019	112741	603.00.5300.444.60012	153.54
WORLD FUEL SERVICES	101576984504-41801	07/10/2019	112741	603.140.1450050	629.01
ZIEGLER INC	PC002069781	07/10/2019	4069900	603.00.5300.444.40041	63.72
Fund: 603 - CENTRAL EQUIPMENT					75,064.89

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEOPOST USA INC	15782479	07/17/2019	16345262	604.00.2200.416.60010	140.01
Fund: 604 - CENTRAL STORES					140.01
LONE OAK COMPANIES	82394	07/17/2019	6/28/19	605.00.7500.460.50035	468.09
LONE OAK COMPANIES	7/8/19	07/17/2019	UTILITY BILLING	605.00.7500.460.50035	1,750.00
MAILFINANCE	N7790152	07/17/2019	6/23/19	605.00.7500.460.40044	825.00
Fund: 605 - CITY FACILITIES					3,043.09
UNITED STATES TREASURY	2019 Form 720	07/17/2019	Payroll	606.00.1400.413.30550	7.33
VERIZON WIRELESS	983751662	06/23/2019	642017074-00001	606.00.1400.413.60040	(100.00)
WORKS COMPUTING, INC.	31412	07/10/2019	INVER	606.00.1400.413.30700	1,732.50
Fund: 606 - TECHNOLOGY FUND					1,639.83
BOLTON & MENK, INC.	0233785	07/10/2019	T18.116815	702.229.2284602	860.00
CARL BOLANDER & SONS CO	6370 E DILLEY DEMO	07/10/2019	E DILLEY 6370 DEMO	702.229.2288602	1,438.67
HANNON, MEGAN	7/10/19	07/17/2019	ESCROW REDUCTION - 6818 ARGENT	702.229.2307702	1,000.00
ISD #199	7/2/19	07/17/2019	ESCROW RELEASE - 2920 80TH STRE	702.229.2307001	2,774.00
LILLIE SUBURBAN NEWSPAPERS	6/27/19 001363	07/17/2019	001363	702.229.2282903	43.13
LILLIE SUBURBAN NEWSPAPERS	6/27/19 001363	07/17/2019	001363	702.229.2300302	17.25
MICHELS CONSTRUCTION	7/12/19	07/17/2019	REFUND HYDRANT PERMIT #1911	702.229.2294300	1,500.00
NORTHERN SERVICE CENTER	19WSVB171152	07/10/2019	MICHAEL OPEOLUWA EGBELE	702.229.2291000	300.00
NORTHERN STATES POWER COMPANY	7/8/19	07/17/2019	ESCROW REFUND	702.229.2308602	4,229.00
RAMSEY COUNTY SHERIFF'S DEPT	62CR141341	07/10/2019	AHMED ABDI KOREY	702.229.2291000	300.00
SZOKA, JERZY	7/8/19	07/17/2019	ESCROW REFUND	702.229.2285901	1,433.00
TOLLBERG HOMES, LLC	7/10/19	07/17/2019	ESCROW REDUCTION 3527 68TH STR	702.229.2306302	1,000.00
Fund: 702 - ESCROW FUND					14,895.05
Grand Total					1,336,196.10

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE

Meeting Date: July 22, 2019

Item Type: Consent

Contact: Nicole Cook: 651-450-2491

Prepared by: Nicole Cook, Rental and Code
Compliance Coordinator

Reviewed by: Heather Rand, Community
Development Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council is to consider approval of one (1) rental license.

BACKGROUND

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

ANALYSIS

The following rental license application has been submitted:

- **LAWRENCE KLADEK: OWNER: 1415 70TH ST E**

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

RECOMMENDATIONS

Community Development staff recommends approval of the license listed above.

**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
TONA T. DOVE
AARON S. PRICE
DAVID L. SIENKO
CASSANDRA C. WOLFGGRAM
DEBRA M. NEWEL
CASSANDRA J. BAUSTISTA
MATTHEW K. BROKL

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: July 17, 2019
**RE: First Amendment to Purchase Agreement between the City and Dakota
County for SMART Center – July 22, 2019 Council Meeting**

Section 1. Background. The City and the County have entered into a Purchase Agreement whereby the City is selling to the County a parcel of land for the SMART Training Center. The County still has to obtain a rezoning of the property to Public/Institutional and the County still has to obtain a site plan approval. The process is taking the County longer than expected. So, the County has requested that the closing date be extended to October 31, 2019, rather than July 31, 2019.

Section 2. Council Action. At the July 22, 2019 Council meeting, the Council is being asked to approve the First Amendment to Purchase Agreement. The First Amendment to Purchase Agreement accomplishes the following:

- The environmental due diligence date is changed from April 15, 2019 to August 15, 2019
- The closing date is changed from July 31, 2019 to October 31, 2019

A resolution approving the First Amendment to Purchase Agreement is attached to this memo together with the First Amendment to Purchase Agreement.

Attachments

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A FIRST AMENDMENT TO PURCHASE AGREEMENT
BETWEEN DAKOTA COUNTY (BUYER) AND CITY OF INVER GROVE HEIGHTS
(SELLER) FOR PURCHASE OF REAL PROPERTY IN INVER GROVE HEIGHTS**

WHEREAS, the City of Inver Grove Heights (City) and Dakota County (County) entered into a Purchase Agreement dated February 25, 2019, whereby the City is selling to the County a parcel of land for the SMART Training Center.

WHEREAS, the County needs to obtain a rezoning of the property to Public/Institutional and the County needs to obtain a site plan approval. The process is taking the County longer than expected.

WHEREAS, the County has requested that the closing date be extended to October 31, 2019, rather than July 31, 2019.

WHEREAS, the City and County agree to enter into the attached First Amendment to Purchase Agreement which accomplishes the following:

- The environmental due diligence date is changed from April 15, 2019 to August 15, 2019.
- The closing date is changed from July 31, 2019 to October 31, 2019.

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

1. The City hereby approves the attached First Amendment to Purchase Agreement.
2. The Mayor and City Administrator and Deputy Clerk are authorized to sign the attached First Amendment to Purchase Agreement.

Passed this 22nd day of July, 2019.

Ayes: _____

Nays: _____

George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

**FIRST AMENDMENT TO PURCHASE AGREEMENT
BY AND BETWEEN
DAKOTA COUNTY (BUYER)
AND
CITY OF INVER GROVE HEIGHTS (SELLER)
FOR
PURCHASE OF REAL PROPERTY IN
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

This First Amendment to Purchase Agreement ("Amendment") is made, entered into and effective this 30th day of July, 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "Seller") and the County of Dakota, a political subdivision of the State of Minnesota (hereafter referred to as "Buyer").

WHEREAS, Buyer and Seller entered into an Agreement dated February 25, 2019 ("Purchase Agreement") for the purchase of Real Property legally described in Exhibit A of the Purchase Agreement.

WHEREAS, the parties to the Purchase Agreement are the same parties to this Amendment.

WHEREAS, the Buyer and Seller desire to amend certain provisions of the Purchase Agreement including the closing date.

NOW, THEREFORE, the Buyer and Seller hereto state, acknowledge and agree as follows:

Section 1. Amendment of Section 1.4 of the Purchase Agreement. Section 1.4 of the Purchase Agreement is hereby amended to read as follows:

1.4 CLOSING DATE. Closing Date shall mean a date determined and agreed to in writing by Buyer and Seller, but no later than ~~July 31,~~
2019 October 31, 2019.

Section 2. Amendment of Section 1.8(b) of the Purchase Agreement. Section 1.8(b) of the Purchase Agreement is hereby amended to read as follows:

- b.) **PERFORMANCE.** Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at the Closing Date. Prior to or at the Closing Date, Buyer shall have obtained or acted to effect the following:
 - i. Approval by Dakota County Board of Commissioners of a resolution that:

- a. Accepts and authorizes the terms of this Agreement; and
 - b. Authorizes the execution of documents to effectuate the closing and acceptance of the Warranty Deed;
- ii. Approval by the City Council of a resolution that:
 - a. Accepts and authorizes the terms of this Agreement; and
 - b. Authorizes the execution of documents to effectuate the closing, including the Warranty Deed.
- iii. Approval by the City Council of resolutions or ordinances that:
 - a. Rezone the Real Property to P Public/Institutional from B-3 General Business allowing government use for the SMART Center by April 22, 2019. This is imperative to remain on Buyer's project schedule;
 - b. Amend the Comprehensive Plan to change the land use from ~~Community Shopping Center (CC)~~ Regional Commercial (RC) to P/I Public/Institutional;
 - c. Allow the Buyer, at the Buyer's cost, to connect to existing water, sewer and fiber optic lines at the Real Property's boundary. Buyer is responsible to pay for the WAC charges, the SAC charges and the hookup and connection fees;
 - d. Permit by variance the Real Property setback requirements along the TH 52/55 boundary to be equal to those used by the Seller for its fire station project;
 - e. Waive any requirement that the Buyer must plat the Real Property prior to development or will incur any costs or pay any fees to Seller if the Seller plats the Real Property.;
 - f. Waive by variance any reforestation requirements for the replacement of trees removed for Seller's development of the Real Property in consideration of the Buyer's commitment to natural resource protection of property and future completion of a natural resource restoration plan for the Real Property;
 - g. Waive any Park Dedication fee, or any other specialty fees, added to this transaction and development of the Real Property or subsequent review and approval stages for the Buyer's proposed development;
 - h. Approve a major site plan for the development contemplated by Buyer.
- iv. Confirmation by the Metropolitan Council that the MUSA boundary has been extended per the SRF layout dated 4/4/2018 (Seller's document).

- v. Confirmation by the Metropolitan Council that the Metropolitan Council has approved a Comprehensive Plan change to change the land use from Community Shopping Center (CC) to Public Institutional (P).

Section 3. Amendment of Section 1.9 of the Purchase Agreement. Section 1.9 of the Purchase Agreement is hereby amended to read as follows:

1.9 ENVIRONMENTAL CONTINGENCY. Environmental Contingency means that on or before ~~April 15, 2019~~ August 15, 2019, Buyer has inspected the Real Property and has determined that the physical condition of the Real Property is in the sole judgment of the Buyer, suitable for Buyer's intended use.

Section 4. Amendment of Section 6 of the Purchase Agreement. Section 6 of the Purchase Agreement is hereby amended to read as shown on Exhibit A attached hereto.

Section 5. Amendment of Section 10 of the Purchase Agreement. Section 10 of the Purchase Agreement is hereby amended to read as follows:

Section 10. CONDITIONS PRECEDENT. The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Closing Date, of all the Conditions Precedent To Closing By Buyer. Buyer may waive any or all of the conditions which are included herein for its benefit in whole or in part without prior notice, provided, however, that no such waiver of a condition shall constitute a waiver by Buyer of any of its other rights or remedies, at law or in equity, if Seller shall be in default of any of its representations, covenants, indemnifications, warranties or agreements under this Agreement. If the Conditions Precedent To Closing By Buyer are not satisfied, and if Buyer does not waive such Conditions Precedent To Closing By Buyer, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement and the Buyer shall execute and deliver to seller a quit claim deed for the Real Property.

The obligations of Seller to sell Real Property are subject to the satisfaction, at or before the closing, of all the Conditions Precedent To Closing By Seller. Seller may waive any or all of the conditions which are included herein for Seller's benefit in whole or in part without prior notice, provided, however, that no such waiver of a condition shall constitute a waiver by Seller of any of its other rights or remedies, at law or in equity, if Buyer shall be in default of any of its representations, warranties or agreements under this Agreement. If the Conditions Precedent To Closing By Seller are not satisfied, and if Seller does not waive such Conditions Precedent To Closing By Seller, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall

execute a cancellation of purchase agreement and the Buyer shall execute and deliver to seller a quit claim deed for the Real Property.

The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before ~~April 15, 2019~~ August 15, 2019, of the Environmental Contingency stated in Section 1.9. If the Environmental Contingency is not satisfied, and if Buyer does not waive such Environmental Contingency, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement.

Section 6. Incorporation of Amendment Into Purchase Agreement. This Amendment is hereby incorporated and made a part of the Purchase Agreement.

Section 7. Continuing Effect. The other terms and conditions of the Purchase Agreement remain in full force and effect.

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

IN WITNESS WHEREOF, the parties have hereto executed this First Amendment to Purchase Agreement effective July 30, 2019.

SELLER:

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

By: _____
Joe Lynch, City Administrator and
Deputy Clerk

Approved by City Council on July 22, 2019
Resolution No. 19-____

BUYER:

COUNTY OF DAKOTA

By: _____
Liz Workman
County Board Chair

ATTEST:

By: _____
Jennifer Reynolds, Clerk to the Board

Approved as to form:

By: _____
Assistant County Attorney
KS-19-199-1

Approved by Dakota County
Board Resolution No. 19-____

EXHIBIT A
AMENDMENT OF SECTION 6

Section 6. PURCHASE OF REAL PROPERTY "AS IS". It is agreed and understood that the Buyer will be inspecting the Real Property (including the possibility of conducting a Phase I Environmental Assessment at Buyer's sole cost and expense) and that the Buyer will be purchasing the Real Property in its "AS IS" condition with no warranties or representations by the Sellers as to its condition, *except as stated in the Seller's Warranties.*

Buyer, at Buyer's sole cost and expense, will have the opportunity to conduct a Phase I Environmental Assessment and any other environmental tests that it desires, and is aware of or has had the opportunity to make itself aware of any Waste or Hazardous Substances on the Real Property and is aware of or has had the opportunity to make itself aware of any Petroleum, natural gas, natural gas liquids, liquefied natural gas, and/or synthetic gas usable for fuel or mixtures thereof on the Real Property.

Prior to ~~April 15, 2019~~ August 15, 2019, Buyer, at its sole cost and expense, may obtain a Phase I Environmental Assessment of the Real Property. Seller agrees to cooperate in the preparation of the Phase I Environmental Assessment and to accurately respond to any questions and inquiries that are posed to Seller relating to preparation of Phase I Environmental Assessment. Seller agrees to make the Real Property available for on-site and field inspections. In the event any Hazardous Substances, Waste, Petroleum products, or other environmental conditions are discovered on the Property, Buyer's obligation hereunder shall be governed as set forth under section 10. Seller shall have no obligation to remove any substances identified by the Buyer as a result of the Phase I (or otherwise) so as to make the Real Property acceptable to Buyer, however, Seller shall have the option (in its sole and absolute discretion) to satisfy the condition or to cancel this transaction and declare this Agreement to be null and void.

In addition, during the period beginning on the execution of this Agreement and ending on ~~April 15, 2019~~ August 15, 2019, Buyer, at Buyer's sole cost and expense, may enter upon the Real Property and conduct appraisals, tests, inspections, surveys and studies (including, without limitation, soil, environmental, physical, mechanical and structural) which Buyer may deem appropriate to determine the suitability of the Real Property for Buyer's intended use. In connection with any entry by Buyer, or its agents, employees or contractors onto the Real Property, Buyer shall give Seller reasonable advance notice of such entry and shall conduct such entry and any inspections in connection therewith so as to reasonably minimize, to the greatest extent reasonably possible, interference with Seller's use of the Real Property and otherwise in a manner reasonably acceptable to Buyer. Without limiting the foregoing, at least 48 hours prior to any entry to perform any on-site testing, Buyer shall give Seller written notice thereof, including the identity of the company or persons who will perform such testing and the proposed scope of the testing. Buyer shall maintain, and shall insure that its contractors maintain, at least one million dollars (\$1,000,000) of public liability and property damage insurance to insure against the liability of Buyer and its

agents, employees or contractors, arising out of any entry or inspections of the Real Property pursuant to the provisions hereof, and Buyer shall provide Seller with reasonable evidence of such insurance coverage upon request by Seller. Buyer shall indemnify, defend and hold Seller harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, reasonable attorneys' fees) to the extent arising out of or relating to any entry on the Real Property by Buyer, its agents, employees or contractors in the course of performing the inspections, testing or inquiries provided for in this Agreement. The foregoing indemnity shall survive the termination of this Agreement. Buyer may provide the above liability and property damage insurance through self-insurance. Nothing herein shall be deemed to be waiver of the municipal tort liability limitations benefiting Buyer found in Minnesota Statutes Chapter 466.

BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IF BUYER DOES NOT TERMINATE THIS AGREEMENT PRIOR TO 4:00 P.M. CENTRAL TIME ON ~~APRIL 15, 2019~~ AUGUST 15, 2019, THEN EXCEPT AS PROVIDED IN SECTIONS 1.13 and 9, BUYER WILL BE PURCHASING THE REAL PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS WITH RESPECT TO THE FOLLOWING MATTERS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS AGENTS, OR BROKERS WITH RESPECT TO THE FOLLOWING MATTERS CONCERNING THE REAL PROPERTY (EXCEPT AS PROVIDED IN SECTIONS 1.13 and 9): (i) the quality, nature, adequacy and physical condition of the Real Property, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Real Property or lack thereof, (iv) the development potential of the Real Property and the Real Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Real Property for any particular purpose, (v) the zoning or other legal status of the Real Property or any other public or private restrictions on use of the Real Property, (vi) the compliance of the Real Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the economics of the operation of the Real Property, and (viii) the environmental condition of the Real Property.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept January-June 2019 Donations & Grants for Various Parks and Recreation Programs

Meeting Date: July 22, 2019
 Item Type: Consent Agenda
 Contact: Julie Dorshak-651.450.2588
 Prepared by: Julie Dorshak
 Reviewed by: Eric Carlson

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

Accept 2019 donations/sponsorships/grants totaling \$13,540 in value for various parks and recreation programs/events from January 1, 2019-June 30, 2019.

SUMMARY

The Parks and Recreation Department receives various donations, sponsorships and grants from businesses and other organizations to support and enhance recreation programs and events.

Business/Organization	Purpose	Amount
Arbor Pointe Holiday Gas	Safety Camp	\$100
B52's Restaurant	Safety Camp	\$300
Bituminous Roadways	Safety Camp	\$250
Charlotte Svobodny	Donated dog bone bench to Dog Park	\$2,750
City Auto Glass	Safety Camp	\$300
Culligan Water- Milbert	Safety Camp	\$150
Dakota Electric	Safety Camp	\$500
Dicks Sporting Goods	Gift Certificates for Sports Programs	\$1,940
Evergreen Industries	Safety Camp	\$150
Frattalone's Dawnaway ACE	Safety Camp	\$300
Heartland Credit Union	Egg Hunt/Safety Camp	\$1,100
Hiway Federal Credit Union	Healthy Living Fair	\$250
Humana	Healthy Living Fair	\$250
IGH Ford	Safety Camp	\$100
Integrity Woven Wire	Safety Camp	\$500
Inver Grove Sanitation	Safety Camp	\$100
JR's Appliance Disposal	Safety Camp	\$300
Kane Transport	Safety Camp	\$500
Key Community Bank	Safety Camp	\$300
Krech, O'Brien, Mueller & Assoc.	Safety Camp	\$100
Mathias Die Co.	Safety Camp	\$50
McDonald Remodeling	Safety Camp	\$300
MidWest One Bank	Safety Camp	\$100
Pine Bend Paving	Safety Camp	\$300
River Heights Arts Alliance	Music in the Parks	\$500
Sanimax	Safety Camp	\$300
South East Towing	Safety Camp	\$300
Sportsman's Guide	Safety Camp	\$100
State Farm Insurance/Youmans	Safety Camp	\$150
Total Construction	Safety Camp	\$300
Twin City Tanning	Safety Camp	\$300
Volkswagen of IGH	Safety Camp	\$300
Xcel Energy	Safety Camp	\$300
TOTAL		\$13,540

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Purchase of Fitness Equipment for the VMCC/Grove

Meeting Date: July 22, 2019
 Item Type: Consent Agenda
 Contact: Julie Dorshak – 651.450.2588
 Prepared by: Julie Dorshak
 Reviewed by: Eric Carlson – Parks & Recreation

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

To accept the quote of \$38,130 from Johnson Fitness and Wellness for eighteen (18) studio cycles and two (2) rower fitness machines. This amount is included in the 2019 VMCC budget. Quotes include appropriate factory freight, delivery charges and trade-in values.

SUMMARY

To maintain a high quality, safe and up-to-date fitness center, new fitness equipment is being proposed for purchase. The cycles and water rower equipment are showing signs of wear and tear and are three years past their useful life. Up to date fitness equipment is an integral and necessary component to the fitness center. The equipment being proposed for replacement will provide enhanced technology to interface with self-monitoring Bluetooth devices such as Fitbits, heartrate monitors and/or iWatches. The upgrade also allows us to remain competitive with other facilities with similar equipment and price point.

Member Feedback

Staff provided members/users with an opportunity to test equipment and complete feedback forms. Feedback was positive and users strongly support replacing the equipment and preferred the lower priced models provided by Johnson Fitness and Wellness. Members/users have continually requested updated equipment that can sync to their heart monitoring devices.

Due to the fact that the City will own this equipment, staff feels that the warranty agreements are critical for the long-term maintenance and life span of the equipment. The proposed vendor has provided excellent and timely customer service in the past on any necessary repairs to equipment.

Vendor	Quote	Equipment	Parts Warranty	Labor Warranty	Frame Warranty
Johnson Fitness & Wellness	\$38,130	Cycles	3 years	1 year	5 years
		Rowers	3 years	3 years	10 years
Push Pedal Pull	\$39,980	Cycles	2 years	1 year	10 years
		Rowers	1 year	2 years	10 years

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of HVAC Replacement for Lap/Dive Pool

Meeting Date: July 22, 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

Award a contract to General Sheet Metal Company LLC in an amount not to exceed \$378,000 to replace the HVAC unit. The project is funded by the VMCC/Grove Capital Improvement Budget. The estimated cost is \$350,000. There is sufficient funding within the budget to complete the project.

SUMMARY

On June 24th the City Council approved plans and specifications and going out to bid for the HVAC unit that serves the lap pool since the unit 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.

We received two bids for this project as follows:

General Sheet Metal Company LLC	\$378,000
NAC	\$414,000

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order #2 to – Heritage Village Park Phase II – City Project 2017-07

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

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve Change Order #2 to Dahn Construction Inc in a add amount of \$47,000.00. The project is funded by grants from the State of MN, Dakota County ELF Funds, and the Park Acquisition and Development Fund (Fund 402).

SUMMARY

The City awarded a contract to Dahn Construction Inc. on June 24, 2019 in the amount of \$1,573,149.30. Change Order #1 was a change in the anticipated volume of common borrow material from the original estimate of 44,000 cy to 25,000 cy and to change the price from \$9.70/cy to \$5.84/cy for the first 25,000 cy and \$8.96/cy for any amount thereafter. The contract will pay for the actual volume installed.

Change Order #2 is for the demolition of the former LSS property located at 6455 Doffing Ave. We received two bids as follows:

Dahn Construction	\$47,000
Veit	\$63,829

The contract with Dahn Construction Inc. is as follows:

Dahn Construction Inc.	\$1,573,149.30
Change Order #1	(\$280,800.00)
Change Order #2	\$47,000.00
Total	\$1,339,349.30

The overall project costs are as follows:

WSB – Preparation of Plans & Specifications	\$110,000	Design and Engineering
Braun Intertec – Environmental Coordination	\$28,400	Environmental Engineering
WSB – Construction Observation and Administration	\$49,000	Construction observation and administration
Construction Contract with Dahn Construction Inc.	\$1,573,149	Phase II contract
Change Order #1	(\$280,800)	Estimated volume and price deduct
Change Order #2	\$47,000	LSS property demolition
Construction Contingency	\$106,750	
Total	\$1,633,499	



To: City of Inver Grove Heights
Attn: Eric Carlson
8055 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Existing Building Demolition for 6455 Doffing Avenue
Inver Grove Heights, MN

Bid for Demolition and Site Clearing:

\$47,000.00

Price Includes:

- The Following City of Inver Grove Heights Demolition Permit & Fees:
 - Demolition Permit
 - Hydrant Permit
 - Engineering Escrow
 - ROW Permit (for water and sewer disconnects)
- 10 Day Notification of Intent to Perform Demolition Submitted to MPCA
- Disconnect 1 Water at main after the corp. and 1 Sewer at the property
- Coordinate Commercial Utility Disconnects with Proper Utility Providers
- Removal of Existing Regulated Materials (per GES Asbestos and Regulated Materials Report dated June 26, 2019)
- Complete Demolition of Existing Buildings Including Floor Slabs and Foundations
- Removal of Existing Cargo Containers
- Removal of Existing Bituminous and Concrete Pavement
- Removal of Existing Wood Fence
- Tree Clearing and Stump Removal

Price Excludes:

- Removal of Asbestos and other Miscellaneous Hazardous Materials Not Indicated on June 26, 2019 Report
- Cleaning Out, Removal, and Disposal of Miscellaneous Municipal Solid Waste
- Contaminated Soil Excavation and Removal
- Removal of UST's and AST's (if they do exist)
- Removal Support or Re-Routing of Existing Utilities to Remain
- Demolition of Structural Slabs, Piling, Pile Caps, or Grade Beams (if they do exist)
- Well and Septic Abandonment (if they do exist)

Thank you for the opportunity to provide a price quote for this project. If you have any questions regarding this proposal please call me at 651-775-9501.

Respectfully,

Mike Forsythe
Project Manager

13135 Doyle Path East
Rosemount, MN 55068
Phone: 651-480-1911 Fax: 651-480-1971

PROPOSAL FOR ABATEMENT, DEMOLITION, AND SITE GRADING
6455 Doffing Ave., INVER GROVE HEIGHTS, MN PROPOSALS DUE:

The undersigned does declare that this proposal complies with all Terms and Conditions as set forth in the Request for Proposals and is made without improper connection with any other person making a proposal on this work and is in all respects fair and without collusion or fraud.

The undersigned proposes a total cost of labor and material for 6455 Doffing Ave., Inver Grove Heights:

Dollars \$ 63,829.00

Contractor

Name: Veit & Company, Inc.

Address: 14000 Veit Place Rogers, MN 55374

Phone Number: 763-428-2242

Fax

Number: 763-428-8348

Email Address:

Mike Flahave, Project Manager mflahave@veitusa.com

I hereby certify that I am authorized to sign as a Representative for the Consultant.

Signature: 

Date: July 12, 2019

Title: Brian Volk, Treasurer



Specialty Contracting & Waste Management

14000 Veit Place
Minneapolis, MN 55374
VeitUSA.com

Office 763.428.2242
Toll Free 866.428.2242
Fax 763.428.8348

Project	Scope	Customer	Completed	Contact	Phone	E-mail Address
Heritage Village Park	Demolition of 3 properties	City of Inver Grove Heights	01/19	Eric Carlson	651-450-2587	ecarlson@invergroveheights.org
312 16 th Ave S	Demolition of 1 residential property	University of Minnesota	10/04/18	Kelley Brandt	612-626-0565	Brand571@umn.edu
Southridge House	Demolition of partially constructed house	Pulte Homes of Minnesota	8/15/18	Chad Onsgard	952-229-0723	Chad.onsgard@pultegroup.com
101 Corcoran	Demolition of 2 residential properties	Pulte Homes of Minnesota	8/15/18	Chad Onsgard	952-229-0723	Chad.onsgard@pultegroup.com
Greenway North	Demolition of 6 residential properties	Pulte Homes of Minnesota	8/15/18	Chad Onsgard	952-229-0723	Chad.onsgard@pultegroup.com
Rex 26	Demolition of 4 residential properties	Doran Construction Company	9/15/17	Jon Wolf	952-288-2083	Jon.wolf@doranco.com
Madelyn Pointe	Demolition of house & outbuildings	Enebak Construction Company	8/23/17	Tom Hanson	612-366-2913	tomh@enebak.com
Margo Houses	Demolition of 3 residential properties	Washington County	8/17/16	Sharon Price	651-430-4391	Sharon.price@co.washington.mn.us



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (612) 509-1001 USI Insurance Services LLC 8000 Norman Center Dr Ste 400 Bloomington, MN 55437	CONTACT NAME: Jordan Helland PHONE (A/C, No, Ext): 612.509.1956 FAX (A/C, No): 610.537.1954 E-MAIL ADDRESS: jordan.helland@usi.com														
INSURER(S) AFFORDING COVERAGE															
INSURED Veit & Company, Inc. 14000 Veit Place Rogers MN 55374	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B : Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER C : Sompo America Insurance Company</td> <td>11126</td> </tr> <tr> <td>INSURER D : Allied World Assurance Co (US)</td> <td>19489</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : Navigators Insurance Company	42307	INSURER C : Sompo America Insurance Company	11126	INSURER D : Allied World Assurance Co (US)	19489	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 13805000**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	☒ COMMERCIAL GENERAL LIABILITY			51PKG8956200	01/01/2019	01/01/2020	EACH OCCURRENCE	\$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	☒ Contractual Liability						MED EXP (Any one person)	\$ 10,000
	☒ XCU Coverage						PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE
	☐ POLICY ☒ PROJECT ☒ LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			51PKG8956200	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	☒ MCS-90							\$
B	☐ UMBRELLA LIAB	☒ OCCUR		NY19EXC204697IV	01/01/2019	01/01/2020	EACH OCCURRENCE	\$ 15,000,000
C	☒ EXCESS LIAB	☐ CLAIMS-MADE		ELD30000907800	01/01/2019	01/01/2020	AGGREGATE	\$ 15,000,000
	☐ DED ☒ RETENTION S		0					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			51WCI8955900	01/01/2019	01/01/2020	☒ PER STATUTE ☐ OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A	Stop Gap Liability	01/01/2019	01/01/2020	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Contractor's Pollution Liability - Occurrence Form			0309-9410	01/01/2019	01/01/2020	\$10,000,000 Each Loss \$10,000,000 Aggregate Deductible \$50,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2015-03 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 NWA Trunk Watermain Improvements-65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane

Meeting Date: July 22, 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 *ST*

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, Special Assessments, Developer Funds, City Funds

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2015-03 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 NWA Trunk Watermain Improvements-65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane

SUMMARY

The improvements were ordered as part of the 2019 Capital Improvement Program. The contract was awarded in the amount of \$1,743,504.50 to Danner, Inc. on April 22, 2019.

Pay Voucher No. 1 is for work that occurred through June 30, 2019 and includes traffic control, erosion control, and material hauling for the 65th Street improvements and watermain installation.

I recommend approval of Pay Voucher No. 1 in the amount of \$ 301,899.20 for work on the 2019 Capital Improvement Program, City Project No. 2015-03 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 NWA Trunk Watermain Improvements-65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane

TJK/me

Attachments: Pay Voucher No. 1

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

ESTIMATE NO: 1 (one)
DATE: July 22, 2019
PERIOD ENDING: June 30, 2019
PROJECT NO: City Project No. 2015-03 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 NWA Trunk Watermain Improvements-65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane

TO: Danner, Inc.
843 Hardman Avenue S
South St. Paul, MN 55075

Original Contract Amount.....	\$1,743,504.50
Total Addition	\$0.00
Total Deduction	\$0.00
Total Contract Amount	\$1,743,504.50
Total Value of Work to Date (includes stored materials)	\$317,788.63
Less Retained (5%).....	\$15,889.43
Less Previous Payment.....	\$0.00
Total Approved for Payment this Voucher	\$301,899.20
Total Payments including this Voucher.....	\$301,899.20

Approvals:

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

Signed by:		<u>July 22, 2019</u>
	Thomas J. Kaldunski, City Engineer	Date

Signed by:	_____	_____
	Danner, Inc.	Date

Signed by:	_____	<u>July 22, 2019</u>
	George Tourville, Mayor	Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 7 for City Project No. 2016-09E – Bancroft Way Area Reconstruction

Meeting Date: July 22, 2019

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572

Prepared by: Steve W. Dodge, Asst. City Engineer *SWD*Reviewed by: Scott D. Thureen, Public Works Director *SDT*
*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, County Funds

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 7 for City Project No. 2016-09E – Bancroft Way Area Reconstruction.

SUMMARY

The improvements were ordered as part of the 2017 Pavement Management Program. The contract was awarded in the amount of \$1,356,207.30 to McNamara Contracting, Inc., on May 8, 2017 for City Project No. 2016-09E – Bancroft Way Area Reconstruction.

The project is substantially complete, with the exception of turf establishment repairs, and the warranty period will commence with the approval of this pay voucher.

I recommend approval of Pay Voucher No. 7, in the amount of \$12,463.61 for work on City Project No. 2016-09E – Bancroft Way Area Reconstruction.

SWD/nh

Attachments: Pay Voucher No. 7

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

ESTIMATE NO: 7 (Seven)
DATE: July 22, 2019
PERIOD ENDING: June 30, 2019
CONTRACT: 2017 Pavement Management Program
PROJECT NO: 2016-09E – Bancroft Way Area Reconstruction

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

Original Contract Amount	\$1,356,207.30
Total Addition (Change Order No. 2)	\$16,038.00
Total Deduction (Change Order No. 1)	(\$43,966.00)
Total Contract Amount.....	\$1,328,279.30
Total Value of Work to Date.....	\$1,200,851.01
Less Retained (1%)	\$12,008.51
Less Previous Payment.....	\$1,176,378.89
Total Approved for Payment this Voucher.....	\$12,463.61
Total Payments including this Voucher	\$1,188,842.50

Approvals:

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

Signed by:	<u>Thomas J. Kaldunski, City Engineer</u>	<u>July 22, 2019</u>
Signed by:	<u>McNamara Contracting, Inc.</u>	<u>Date</u>
Signed by:	<u>George Tourville, Mayor</u>	<u>July 22, 2019</u>

PAYMENT DETAIL LIST

Contract: CP 2016-09E
 Owner: City of Inver Grove Heights
 Projects: Bancroft Way Area Reconstruction
 SEH Job No: INVER 138128

Schedule: 1

Description: 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	LS	1.00	1.00	\$ 15,675.00	\$ 15,675.00	\$ 15,675.00
2	2100.601	NIGHT WORK	EACH	3.00		\$ 100.00	\$ 300.00	\$ -
3	2101.502	CLEARING	TREE	1.00		\$ 450.00	\$ 450.00	\$ -
4	2101.507	GRUBBING	TREE	1.00		\$ 300.00	\$ 300.00	\$ -
5	2104.501	REMOVE CURB AND GUTTER	LF	7165.00	7121.00	\$ 3.00	\$ 21,495.00	\$ 21,363.00
6	2104.503	REMOVE BITUMINOUS PAVEMENT	SF	200.00	210.00	\$ 0.01	\$ 2.00	\$ 2.10
7	2104.505	REMOVE BITUMINOUS DRIVEWAY OR TRAIL PAVEMENT	SY	1674.00	1624.00	\$ 5.00	\$ 8,370.00	\$ 7,620.00
8	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	273.00	328.00	\$ 16.00	\$ 4,368.00	\$ 5,248.00
9	2104.523	SALVAGE SIGN TYPE C	EACH	7.00	7.00	\$ 27.00	\$ 189.00	\$ 189.00
10	2104.523	SALVAGE SIGN TYPE SPECIAL	EACH	1.00	1.00	\$ 27.00	\$ 27.00	\$ 27.00
11	2105.501	COMMON EXCAVATION (EV) (P)	CY	14336.00	14336.00	\$ 15.00	\$ 215,040.00	\$ 215,040.00
12	2105.507	SUBGRADE EXCAVATION (EV)	CY	200.00	29.00	\$ 20.00	\$ 4,000.00	\$ 580.00
13	2105.522	SELECT GRANULAR BORROW (CV)	CY	11372.00	10907.00	\$ 13.50	\$ 153,522.00	\$ 147,244.50
14	2105.541	STABILIZING AGGREGATE	CY	100.00		\$ 35.00	\$ 3,500.00	\$ -
15	2105.604	GEOTEXTILE FABRIC, TYPE V	SY	17057.00	16347.00	\$ 1.00	\$ 17,057.00	\$ 16,347.00
16	2123.610	STREET SWEEPING (WITH PICKUP BROOM)	HOURL	120.00	7.25	\$ 65.00	\$ 7,800.00	\$ 471.25
17	2130.601	WATER USAGE ALLOWANCE	LS	1.00		\$ 2,500.00	\$ 2,500.00	\$ -
18	2211.501	AGGREGATE BASE (CV) CLASS 5	TON	5745.00	5463.75	\$ 4.00	\$ 22,980.00	\$ 21,855.00
19	2331.604	EDGE MILL BITUMINOUS SURFACE	SY	37.00	105.00	\$ 17.00	\$ 629.00	\$ 1,785.00
20	2331.604	BITUMINOUS PAVEMENT RECLAMATION (P)	SF	134622.00	134622.00	\$ 0.15	\$ 20,193.30	\$ 20,193.30
21	2357.502	BITUMINOUS TACK COAT	GAL	960.00	1105.00	\$ 2.00	\$ 1,920.00	\$ 2,210.00
22	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	1786.00	1471.65	\$ 44.00	\$ 78,584.00	\$ 64,752.60
23	2360.501	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	TON	1786.00	1660.28	\$ 42.00	\$ 75,012.00	\$ 69,731.76
24	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2.E), 6.0" - DRIVEWAY	TON	566.00	199.60	\$ 75.00	\$ 42,450.00	\$ 14,970.00
25	2360.604	FULL DEPTH BITUMINOUS PATCHING	SY	200.00		\$ 0.01	\$ 2.00	\$ -
26	2501.602	EXCAV. SPECIAL (POTHOLE EXISTING UTILITY)	EACH	10.00	6.00	\$ 500.00	\$ 5,000.00	\$ 3,000.00
27	2502.521	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT	LF	7200.00	7003.00	\$ 6.00	\$ 43,200.00	\$ 42,018.00
28	2502.521	4" PVC SUMP BASKET PIPE	LF	400.00	11.00	\$ 7.00	\$ 2,800.00	\$ 77.00
29	2504.602	ADJUST CURB STOP BOX	EACH	20.00	2.00	\$ 125.00	\$ 2,500.00	\$ 250.00
30	2504.604	4" POLYSTYRENE INSULATION	SY	80.00		\$ 31.00	\$ 2,480.00	\$ -
31	2506.602	CONSTRUCT DRAINAGE STRUCTURE (SUMP BASKET)	EACH	8.00	1.00	\$ 475.00	\$ 3,800.00	\$ 475.00
32	2521.501	PEDESTRIAN CURB RAMP	EACH	2.00	2.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
33	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LF	7245.00	7270.00	\$ 10.30	\$ 74,623.50	\$ 74,881.00
34	2531.501	CONCRETE CURB AND GUTTER (HAND POUR)	LF	80.00		\$ 17.50	\$ 1,400.00	\$ -
35	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SY	270.00	350.50	\$ 45.00	\$ 12,150.00	\$ 15,772.50
36	2531.507	DECORATIVE DRIVEWAY ALLOWANCE	LS	1.00	0.88	\$ 5,000.00	\$ 5,000.00	\$ 4,400.00
37	2531.604	6" WING APRON	SF	398.00	400.00	\$ 6.00	\$ 2,388.00	\$ 2,400.00
38	2531.604	6" CONCRETE VALLEY GUTTER	LF	151.00	64.00	\$ 27.00	\$ 4,077.00	\$ 1,728.00

Schedule: 3

Description: 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 SERVICE	EACH	5.00		\$ 250.00	\$ 1,250.00	\$ -
2	2104.501	REMOVE GATE VALVE BOX	EACH	15.00	15.00	\$ 625.00	\$ 9,375.00	\$ 9,375.00
3	2104.501	REMOVE WATERMAIN	LF	85.00		\$ 18.00	\$ 1,530.00	\$ -
4	2104.523	SALVAGE HYDRANT AND GATE VALVE	EACH	2.00	5.00	\$ 350.00	\$ 700.00	\$ 1,750.00
5	2504.601	IRRIGATION ALLOWANCE	LS	1.00		\$ 2,500.00	\$ 2,500.00	\$ -
6	2504.602	1" CORPORATION STOP	EACH	5.00		\$ 105.00	\$ 525.00	\$ -
7	2504.602	1" TYPE K COPPER	EACH	200.00		\$ 31.00	\$ 6,200.00	\$ -
8	2504.602	1" CURB STOP AND BOX	EACH	5.00		\$ 337.00	\$ 1,685.00	\$ -
9	2504.602	6" GATE VALVE BOX	EACH	17.00	15.00	\$ 1,100.00	\$ 18,700.00	\$ 16,500.00
10	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	5.00		\$ 240.00	\$ 1,200.00	\$ -
11	2504.602	INSTALL HYDRANT & GATE VALVE	EACH	2.00	5.00	\$ 5,200.00	\$ 10,400.00	\$ 26,000.00
12	2504.608	DI FITTINGS (EPOXY COATED)	LB	26.00	95.00	\$ 14.00	\$ 364.00	\$ 1,330.00

Schedule 3 Subtotal:

\$	54,429.00	\$	54,955.00
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Schedule: 4

Description: 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	2104.509	REMOVE SANITARY SEWER SERVICE	EACH	5.00		\$ 300.00	\$ 1,500.00	\$ -
2	2104.509	REMOVE CASTING AND RINGS (SANITARY)	EACH	20.00	20.00	\$ 100.00	\$ 2,000.00	\$ 2,000.00
3	2503.602	F&I EXTERNAL MANHOLE CHIMNEY SEAL	EACH	23.00	23.00	\$ 150.00	\$ 3,450.00	\$ 3,450.00
4	2503.602	SANITARY SEWER SERVICE ADJUSTMENT	EACH	5.00		\$ 1,300.00	\$ 6,500.00	\$ -
5	2503.603	RECONSTRUCT STRUCTURE (SANITARY)	EACH	3.00	3.00	\$ 2,600.00	\$ 7,800.00	\$ 7,800.00
6	2503.606	SANITARY MANHOLE UMBRELLAS	EACH	23.00	23.00	\$ 60.00	\$ 1,380.00	\$ 1,380.00
7	2506.521	INSTALL NEW RINGS AND CASTING (SANITARY)	EACH	23.00	20.00	\$ 775.00	\$ 17,825.00	\$ 15,500.00

Schedule 4 Subtotal:

\$	40,455.00	\$	30,130.00
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Schedule: 5

Description: 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	RAIN GARDEN RET. WALL (MODULAR BLOCK)	SQFT	500.00		\$ 42.00	\$ 21,000.00	\$ -
2	2411.602	RAIN GARDEN RET. WALL (BOULDER)	SQFT	500.00	65.00	\$ 31.50	\$ 15,750.00	\$ 2,047.50
3	2411.602	FORD A1 COVER	EACH	16.00	1.00	\$ 140.00	\$ 2,240.00	\$ 140.00
4	2411.602	LIMESTONE SPLASH BLOCK	EACH	30.00	3.00	\$ 55.00	\$ 1,650.00	\$ 165.00
5	2502.541	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LF	160.00	20.00	\$ 10.00	\$ 1,600.00	\$ 200.00
6	2502.602	INSTALL 4" PVC PIPE DRAIN CLEANOUT (VENTED)	EACH	8.00	1.00	\$ 104.00	\$ 832.00	\$ 104.00
7	2504.602	4"x4" TEE (DRAIN TILE TO PVC)	EACH	8.00	1.00	\$ 40.00	\$ 320.00	\$ 40.00
8	2504.602	4" KNIFE VALVE AND BOX	EACH	8.00	1.00	\$ 300.00	\$ 2,400.00	\$ 300.00
9	2506.602	CONST. DRAINAGE STRUCTURE DES. SPEC. 1 (CURBSIDE RAIN GARDEN)	EACH	8.00	1.00	\$ 2,100.00	\$ 16,800.00	\$ 2,100.00
10	2540.603	LANDSCAPE EDGER PLASTIC	LF	600.00		\$ 7.50	\$ 4,500.00	\$ -
11	2571.507	NATIVE PLUGS	PLANT	1200.00	150.00	\$ 3.70	\$ 4,440.00	\$ 555.00
12	2571.618	RAIN GARDEN PREPARATION, SAND AND COMPOST BEDDING	SF	1600.00	200.00	\$ 10.25	\$ 16,400.00	\$ 2,050.00

Schedule 5 Subtotal:

\$ 87,932.00 \$ 7,701.50

Schedule: 6

Description: Babcock Trail Culvert 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	2021.501	MOBILIZATION	LS	1.00	1.00	\$ 500.00	\$ 500.00	\$ 500.00
2	2104.503	REMOVE BITUMINOUS PAVEMENT	SF	760.00	1066.00	\$ 2.00	\$ 1,520.00	\$ 2,132.00
3	2105.522	SELECT GRANULAR BORROW (CV)	CY	63.00		\$ 30.00	\$ 1,890.00	\$ -
4	2211.501	AGGREGATE BASE (CV) CLASS 5	TON	22.00	23.66	\$ 20.00	\$ 440.00	\$ 473.20
5	2331.604	EDGE MILL BITUMINOUS SURFACE	SY	25.00	25.00	\$ 25.00	\$ 625.00	\$ 625.00
6	2357.502	BITUMINOUS TACK COAT	GAL	4.00	10.00	\$ 2.00	\$ 8.00	\$ 20.00
7	2360.604	FULL DEPTH BITUMINOUS PATCHING	SY	106.00	118.50	\$ 50.00	\$ 5,300.00	\$ 5,925.00
8	2563.601	TRAFFIC CONTROL ALLOWANCE	LS	1.00	1.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
9	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LF	90.00		\$ 3.00	\$ 270.00	\$ -
10	2574.525	BOULEVARD TOPSOIL BORROW (CV)	CY	20.00	20.00	\$ 42.00	\$ 840.00	\$ 840.00
11	2575.501	SEEDING (MIX 25-151)	ACRE	0.15	0.15	\$ 2,600.00	\$ 390.00	\$ 390.00
12	2575.560	FLEXITERRA HYDROMULCH (HYDRAULIC SOIL STAB. TYPE SPECIAL)	LB	75.00	75.00	\$ 3.00	\$ 225.00	\$ 225.00
13	2582.502	PAVEMENT MARKING	LF	60.00	86.00	\$ 16.00	\$ 960.00	\$ 1,376.00
14	2104.501	REMOVE SEWER PIPE (STORM)	LF	70.00	70.00	\$ 14.00	\$ 980.00	\$ 980.00
15	2104.501	REMOVE STORM STRUCTURE	EACH	1.00	1.00	\$ 365.00	\$ 365.00	\$ 365.00
16	2501.515	18" RC PIPE APRON	EACH	1.00	1.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
17	2503.541	18" RC PIPE SEWER DES 3006 CL III	LF	71.00	71.00	\$ 57.00	\$ 4,047.00	\$ 4,047.00
18	2503.602	CONNECT TO EXISTING STORM STRUCTURE	EACH	1.00	1.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00

Schedule 6 Subtotal:

\$ 23,560.00 \$ 23,098.20

COST SUMMARY

Contract: CP 2016-09E
 Owner: City of Inver Grove Heights
 Project: Bancroft Way Area Reconstruction

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
1	Street Improvements	\$ 983,792.30	\$ 909,543.31
2	Storm Sewer Improvements	\$ 166,039.00	\$ 159,385.00
3	Rain Garden Improvements	\$ 87,932.00	\$ 7,701.50
4	Water Main Improvements	\$ 54,429.00	\$ 54,955.00
5	Sanitary Sewer Improvements	\$ 40,455.00	\$ 30,130.00
6	Babcock Trail Culvert Crossing	\$ 23,560.00	\$ 23,098.20
Total Base Cost		\$ 1,356,207.30	\$ 1,184,813.01
Change Order No. 1		\$ (43,966.00)	
Change Order No. 2		\$ 16,038.00	\$ 16,038.00
Total Contract Amount		\$ 1,328,279.30	
Contract Work Completed To Date			\$ 1,200,851.01
Retainage		1.00%	\$ 12,008.51
Previous Payments			\$ 1,176,378.99
Amount Due This Partial Payment #7			\$ 12,463.61

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order Nos. 5 & 6 and Pay Voucher No. 9 for City Project Nos. 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

Meeting Date: July 22, 2019
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SDT
SD

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 Nos. 5 & 6 and Pay Voucher No. 9 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 Nos. 5 & 6 are for additional traffic control for relocation of the electric service to the cell tower site along with time and material fees associated with the aborted slip lining of the existing 24" CMP under Robert Trail. Pay Voucher No. 9 is for work that occurred through June 30, 2019 and includes erosion control, driveway placement, and restoration for the 65th Street and T.H. 3 intersection improvements and watermain installation.

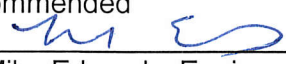
I recommend approval of Change Order Nos. 5 & 6 in the amount of \$46,776.75 for a revised contract amount of \$3,931,440.00 and Pay Voucher No. 9, in the amount of \$ 96,005.08 for work on the 2018 Capital Improvement Program, City Project Nos. 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

TJK/me

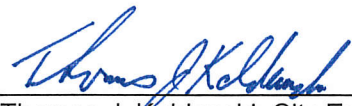
Attachments: Change Order Nos. 5&6
 Pay Voucher No. 9

CHANGE ORDER NO. 5

**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: July 22, 2019
Contractor: Max Steininger, Inc.	Engineer: WSB, Inc.
<u>Purpose of Change Order</u> To pay for costs associated with J barrier installation and removal to allow the relocation of the electric service to the cell tower site located along the east side of Robert Trail and the debris removal from the existing 24" storm sewer pipe under Robert Trail.	
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, & 4 \$ 62,452.13	Net Change from Previous Change Orders: 0
Contract Price Prior to this Change Order \$ 3,884,663.25	Contract Time Prior to this Change Order
Net Increase of this Change Order: \$ 26,624.01	Net Increase of Change Order:
Contract Price with all Approved Change Orders \$ 3,911,287.26	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:

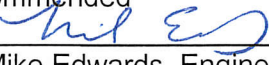
George Tourville, Mayor

Date of Council Action:

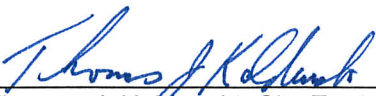
July 22, 2019

CHANGE ORDER NO. 6

**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: July 22, 2019
Contractor: Max Steininger, Inc.	Engineer: WSB, Inc.
<u>Purpose of Change Order</u> To pay time and material costs associated with the aborted slip lining of the existing 24" CMP under Robert Trail.	
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, 4 & 54 \$ 89,076.14	Net Change from Previous Change Orders: 0
Contract Price Prior to this Change Order \$ 3,911,287.26	Contract Time Prior to this Change Order
Net Increase of this Change Order: \$ 20,152.74	Net Increase of Change Order:
Contract Price with all Approved Change Orders \$ 3,931,440.00	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:

July 22, 2019

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

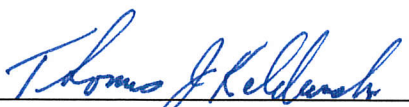
ESTIMATE NO: 8 (eight)
DATE: July 22, 2019
PERIOD ENDING: June 30, 2019
PROJECT NO: City Project Nos. 2017-03 – Watermain Improvements 65th Street Loop
and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

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

Original Contract Amount	\$3,822,211.12
Total Addition	\$109,228.88
Total Deduction	\$0.00
Total Contract Amount.....	\$3,931,440.00
Total Value of Work to Date (includes stored materials).....	\$3,507,746.84
Less Retained (5%).....	\$175,387.34
Less Previous Payment.....	\$3,236,354.42
Total Approved for Payment this Voucher	\$96,005.08
Total Payments including this Voucher.....	\$3,332,359.50

Approvals:

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

Signed by:	 Thomas J. Kaldunski, City Engineer	<u>July 22, 2019</u> Date
Signed by:	_____ Max Steininger, Inc.	_____ Date
Signed by:	_____ George Tourville, Mayor	<u>July 22, 2019</u> Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 7 for City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 Fire Station No. 2 Fiber Optic Improvements

Meeting Date: July 22, 2019

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572

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

Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 7 for City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 Fire Station No. 2 Fiber Optic Improvements.

SUMMARY

City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements are currently under construction. The projects purpose is to extend sanitary sewer, watermain and conduit for fiber optic that will begin at Broderick Blvd, 800 feet north of Concord Blvd, and be extended southwest 800 feet to the expanded MUSA, west of T.H. 52/55, which also includes further extension within the City's recently purchased property to the proposed Fire Station No. 2 building and the adjacent parcel to the south.

I recommend approval of Pay Voucher No. 7, in the amount of \$63,758.49 (\$63,758.49 for work on City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, \$0.00 for work on City Project No. 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements) for work through June 30, 2019.

SWD/mw

Attachments: Pay Voucher No. 7
Bid Abstract

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

ESTIMATE NO: 7 (Seven)
DATE: July 22, 2019
PERIOD ENDING: June 30, 2019
PROJECT NO: 2018-08 – Fire Station No. 2 Sewer and Water Improvements, 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements

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

Original Contract Amount	\$683,979.95
Total Addition (Change Orders Nos. 1, 2,3 and 6)	\$392,505.59
Total Deduction (Change Order No. 4)	(\$196,150.00)
Total Contract Amount.....	\$880,335.54
Total Value of Work to Date	\$841,084.34
Less Retained (5%)	\$42,054.22
Less Previous Payment.....	\$735,271.63
Total Approved for Payment this Voucher.....	\$63,758.49
Total Payments including this Voucher	\$799,030.12

Approvals:

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

Signed by:	 Thomas J. Kaldunski, City Engineer	<u>July 22, 2019</u>
Signed by:	_____ EJM Pipe Services, Inc.	_____ Date
Signed by:	_____ George Tourville, Mayor	<u>July 22, 2019</u>

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

Schedule A : STREETS					E J M PIPE SERVICES		PAY ESTIMATE #7 7/22/2019	
BID DATE: JUNE 15, 2018 - 9:00 a.m.								
Item No.	MnDOT No.	Item Description	Unit	Quantity	Unit Price	Amount	Quantity to Date	Total Cost to Date
1	2021.501	MOBILIZATION	LUMP SUM	1	\$ 18,500.00	\$ 18,500.00	1	\$ 18,500.00
2	2101.505	CLEARING	ACRE	0.34	\$ 5,000.00	\$ 1,700.00	0.34	\$ 1,700.00
3	2101.505	GRUBBING	ACRE	0.34	\$ 5,000.00	\$ 1,700.00	0.34	\$ 1,700.00
4	2101.524	CLEARING	TREE	37	\$ 150.00	\$ 5,550.00	37	\$ 5,550.00
5	2101.524	GRUBBING	TREE	37	\$ 150.00	\$ 5,550.00	37	\$ 5,550.00
6	2104.503	SAVING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	839	\$ 3.00	\$ 2,517.00	670	\$ 2,010.00
7	2104.503	REMOVE CURB AND GUTTER	LIN FT	90	\$ 8.00	\$ 720.00	118	\$ 944.00
8	2104.503	SALVAGE PIPE SEWER	LIN FT	45	\$ 12.00	\$ 540.00	45	\$ 540.00
9	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	1883	\$ 3.00	\$ 5,649.00	1883	\$ 5,649.00
10	2104.521	SALVAGE FENCE	LIN FT	90	\$ 10.00	\$ 900.00	90	\$ 900.00
11	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	625	\$ 14.00	\$ 8,750.00	625	\$ 8,750.00
12	2105.602	OBSTRUCTION REMOVAL	EACH	5	\$ 3,000.00	\$ 15,000.00	5	\$ 15,000.00
13	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	5	\$ 150.00	\$ 750.00	5	\$ 750.00
14	2130.601	WATER USAGE ALLOWANCE	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	0.5	\$ 2,500.00
15	2211.501	AGGREGATE BASE CLASS 5	TON	881	\$ 16.00	\$ 14,096.00	363	\$ 5,808.00
16	2360.501	TYPE WEARING COURSE MIXTURE (3.B)	TON	208	\$ 71.50	\$ 14,872.00	208	\$ 14,872.00
17	2360.501	TYPE NON-WEAR COURSE MIXTURE (3.B)	TON	213	\$ 71.50	\$ 15,229.50	275	\$ 19,662.50
18	2476.601	WASTE COLLECTION AND DISPOSAL ALLOWANCE	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	0.5	\$ 2,500.00
19	2501.571	INSTALL PIPE SEWER	LIN FT	45	\$ 20.00	\$ 900.00	45	\$ 900.00
20	2531.503	CONCRETE CURB AND GUTTER DESIGN 8612	LIN FT	90	\$ 45.00	\$ 4,050.00	118	\$ 5,310.00
21	2533.503	PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	LIN FT	1360	\$ 16.00	\$ 21,760.00		\$ -
22	2557.603	INSTALL FENCE	LIN FT	90	\$ 25.00	\$ 2,250.00	90	\$ 2,250.00
23	2557.603	CONSTRUCTION FENCE	LIN FT	720	\$ 2.50	\$ 1,800.00	545	\$ 1,362.50
24	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$ 8,450.00	\$ 8,450.00	0.5	\$ 4,225.00
25	2571.524	DECIDUOUS TREE 2.5" CAL B&B	TREE	2	\$ 750.00	\$ 1,500.00		\$ -
26	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00
27	2573.502	SILT FENCE, TYPE MS	LIN FT	1851	\$ 2.00	\$ 3,702.00	1131	\$ 2,262.00
28	2573.53	INLET PROTECTION	EACH	9	\$ 200.00	\$ 1,800.00	3	\$ 600.00
29	2573.533	BIOROLL	LIN FT	304	\$ 3.25	\$ 988.00	280	\$ 910.00
30	2573.901	STORM WATER MANAGEMENT ALLOWANCE	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00		\$ -
31	2574.508	FERTILIZER TYPE 3	POUND	43	\$ 1.00	\$ 43.00		\$ -
32	2575.504	SODDING TYPE SALT TOLERANT	SQ YD	202	\$ 16.00	\$ 3,232.00		\$ -
33	2575.504	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	3485	\$ 1.50	\$ 5,227.50	685	\$ 1,027.50
34	2575.505	SEEDING	ACRE	0.72	\$ 5,200.00	\$ 3,744.00		\$ -
35	2575.508	SEED MIXTURE 25-131	POUND	39	\$ 3.25	\$ 126.75		\$ -
36	2575.508	SEED MIXTURE 35-241	POUND	20	\$ 15.50	\$ 310.00		\$ -
37	2575.571	RAPID STABILIZATION METHOD 3	ACRE	0.548	\$ 2,400.00	\$ 1,315.20		\$ -
38	2582.502	4" SOLID LINE WHITE (PAINT)	LIN FT	1180	\$ 2.00	\$ 2,360.00		\$ -
39	2231.507	BITUMINOUS PATCHING MIXTURE	CU YD	10	\$ 290.00	\$ 2,900.00		\$ -

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

E J M PIPE SERVICES				PAY ESTIMATE #7 7/22/2019				
SCHEDULE A SUBTOTAL:				\$ 199,481.95	\$ 132,732.50			
Schedule B : SANITARY								
Item No.	MnDOT No.	Item Description	Unit	Quantity	Amount	Unit Price	Quantity to Date	Total Cost to Date
40	2021.501	MOBILIZATION	LUMP SUM	1	\$ 12,500.00	\$ 12,500.00	1	\$ 12,500.00
41	2451.609	GRANULAR FOUNDATION	TON	70	\$ 1,890.00	\$ 1,890.00	70	\$ 1,890.00
42	2451.609	GRANULAR BACKFILL	CU YD	90	\$ 1,260.00	\$ 1,260.00	90	\$ 1,260.00
43	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
44	2503.602	BORING PIT (SANITARY)	EACH	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00
45	2503.603	8" DIP CL 52 (CERAMIC LINED)	LIN FT	27	\$ 50.00	\$ 1,350.00	26	\$ 1,300.00
46	2503.603	8" PVC SEWER, SDR 26 (10'-15' DEEP)	LIN FT	629	\$ 28.00	\$ 17,612.00	629	\$ 17,612.00
47	2503.603	8" PVC SEWER, SDR 26 (15'-20' DEEP)	LIN FT	351	\$ 28.00	\$ 9,828.00	351	\$ 9,828.00
48	2503.603	8" PVC SEWER, SDR 26 (20'-25' DEEP)	LIN FT	161	\$ 28.00	\$ 4,508.00	162	\$ 4,536.00
49	2503.603	30" STEEL CASING PIPE (JACKED)	LIN FT	210	\$ 475.00	\$ 99,750.00	123	\$ 58,425.00
50	2503.603	8" PVC SDR 26 PIPE SEWER (THROUGH CASING)	LIN FT	210	\$ 55.00	\$ 11,550.00		\$ -
51	2506.502	48" DIA. SANITARY MANHOLE	LIN FT	108	\$ 208.00	\$ 22,464.00	108	\$ 22,464.00
52	2506.516	CASTING ASSEMBLY (SANITARY)	EACH	7	\$ 650.00	\$ 4,550.00	5	\$ 3,250.00
53	2506.603	CONSTRUCT 8" OUTSIDE DROP	LIN FT	12	\$ 390.00	\$ 4,680.00	12	\$ 4,680.00
54	2550.602	MARKING POST	EACH	10	\$ 145.00	\$ 1,450.00	0	\$ -
55	2506.602	EXTERNAL CHIMNEY SEAL	EACH	7	\$ 200.00	\$ 1,400.00	5	\$ 1,000.00
SCHEDULE B SUBTOTAL:					\$ 207,792.00	\$ 151,745.00		
Schedule C : WATERMAIN								
Item No.	MnDOT No.	Item Description	Unit	Quantity	Amount	Unit Price	Quantity to Date	Total Cost to Date
56	2021.501	MOBILIZATION	LUMP SUM	1	\$ 12,500.00	\$ 12,500.00	1	\$ 12,500.00
57	2451.609	GRANULAR FOUNDATION	TON	70	\$ 1,890.00	\$ 1,890.00	70	\$ 1,890.00
58	2451.609	GRANULAR BACKFILL	CU YD	90	\$ 1,260.00	\$ 1,260.00	90	\$ 1,260.00
59	2503.602	BORING PIT (WATERMAIN)	EACH	1	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00
60	2503.608	DUCTILE IRON FITTINGS	POUND	4480	\$ 4.75	\$ 21,280.00	2895	\$ 13,751.25
61	2504.502	48" AIR RELIEF MANHOLE	LIN FT	8	\$ 675.00	\$ 5,400.00		\$ -
62	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	1	\$ 2,150.00	\$ 2,150.00	1	\$ 2,150.00
63	2504.602	HYDRANT	EACH	3	\$ 3,750.00	\$ 11,250.00	3	\$ 11,250.00
64	2504.602	1.5" CORPORATION STOP	EACH	1	\$ 800.00	\$ 800.00		\$ -
65	2504.602	6" GATE VALVE & BOX	EACH	3	\$ 1,150.00	\$ 3,450.00	3	\$ 3,450.00
66	2504.602	10" GATE VALVE & BOX	EACH	1	\$ 2,100.00	\$ 2,100.00	1	\$ 2,100.00
67	2504.602	12" GATE VALVE & BOX	EACH	2	\$ 2,600.00	\$ 5,200.00	2	\$ 5,200.00
68	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	30	\$ 58.00	\$ 1,740.00	39	\$ 2,262.00
69	2504.603	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	96	\$ 50.00	\$ 4,800.00	96	\$ 4,800.00
70	2504.603	10" WATERMAIN DUCTILE IRON CL 52	LIN FT	508	\$ 43.00	\$ 21,844.00	508	\$ 21,844.00
71	2504.603	12" WATERMAIN DUCTILE IRON CL 52	LIN FT	830	\$ 50.00	\$ 41,500.00	809	\$ 40,450.00
72	2504.603	12" DIP WATERMAIN (THROUGH CASING)	LIN FT	200	\$ 59.00	\$ 11,800.00	240	\$ 14,160.00
73	2504.603	30" STEEL CASING PIPE (JACKED)	LIN FT	200	\$ 475.00	\$ 95,000.00		\$ -
74	2506.516	CASTING ASSEMBLY (WATER)	EACH	1	\$ 650.00	\$ 650.00		\$ -
SCHEDULE C SUBTOTAL:					\$ 252,114.00	\$ 144,567.25		
Schedule D : CONDUIT FOR FIBER OPTIC								

BID DATE: JUNE 15, 2018 - 9:00 a.m.				E J M PIPE SERVICES		PAY ESTIMATE #7/22/2019		
Item No.	MnDOT No.	Item Description	Unit	Quantity	Unit Price	Amount	Quantity to Date	Total Cost to Date
75	2021.501	MOBILIZATION	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00
76	2545.503	INSTALL 1.5" NON-METALLIC CONDUIT	LIN FT	612	\$ 8.00	\$ 4,896.00	612	\$ 4,896.00
77	2545.503	INSTALL 4" NON-METALLIC CONDUIT (DIRECTIONAL BOF	LIN FT	200	\$ 50.00	\$ 10,000.00	200	\$ 10,000.00
78	2545.603	INSTALL 1.5" NON-METALLIC CONDUIT (SPECIAL 1)	LIN FT	400	\$ 4.00	\$ 1,600.00	200	\$ 800.00
79	2545.603	INSTALL 1.5" NON-METALLIC CONDUIT (SPECIAL 2)	LIN FT	1016	\$ 6.00	\$ 6,096.00	956	\$ 5,736.00
					SCHEDULE D SUBTOTAL:		\$ 24,592.00	\$ 23,432.00
					CP NO. 2018-08 FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS TOTAL (SCHEDULES A-C):		\$ 659,387.95	\$ 429,044.75
					CP NO. 2018-11 CONDUIT FOR FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS TOTAL (SCHEDULE D):		\$ 24,592.00	\$ 23,432.00
					CP NO. 2018-08 AND CP2018-11 TOTAL (SCHEDULES A-D):		\$ 683,979.95	

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

E J M PIPE SERVICES

PAY ESTIMATE #7 7/22/2019

COST SUMMARY

CONTRACT: CP 2018-08, 2018-11
 OWNER: CITY OF INVER GROVE HEIGHTS
 PROJECT: 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 2018-08 STREETS	\$ 199,481.95	\$ 132,732.50
B	CP 2018-08 SANITARY	\$ 207,792.00	\$ 151,745.00
C	CP 2018-08 WATERMAIN	\$ 252,114.00	\$ 144,567.25
D	CP 2018-11 CONDUIT FOR FIBER OPTIC	\$ 24,592.00	\$ 23,432.00
	TOTAL BASE COST	\$ 683,979.95	\$ 452,476.75
	CP 2018-08 CHANGE ORDER #1 (SCHEDULE A-C)	\$ 2,564.00	\$ 2,564.00
	CP 2018-11 CHANGE ORDER #1(SCHEDULE D)	\$ 1,334.00	\$ 1,334.00
	CP 2018-08 CHANGE ORDER #3 (SCHEDULE A-C)	\$ 345,826.39	\$ 345,826.39
	CP 2018-08 CHANGE ORDER #4 (SCHEDULE A-C) DEDUCTION	\$ (196,150.00)	
	CP 2018-08 CHANGE ORDER #6 (SCHEDULE A-C)	\$ 42,781.20	\$ 42,781.20
	TOTAL CONTRACT AMOUNT	\$ 880,335.54	
	CONTRACT WORK COMPLETED TO DATE		\$ 841,084.34
	RETAINAGE 5%		\$ 42,054.22
	PREVIOUS PAYMENTS		\$ 735,271.63
	AMOUNT DUE THIS PARTIAL PAYMENT #7		\$ 63,758.49

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Permanent Slope Easement Agreements at 1680 and 1690 Atwater Path for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements

Meeting Date: July 22, 2019
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Steve W. Dodge, Assistant City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

SWD

Fiscal/FTE Impact:	
☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Fund, Special Assessments, Sewer and Water Funds, Franchise Fee Fund, Storm Water Utility Fund

PURPOSE/ACTION REQUESTED

Consider resolution approving Permanent Slope Easement Agreements at 1680 and 1690 Atwater Path for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements.

SUMMARY

Staff has worked with the property owners to obtain Permanent Slope Easement Agreements for grading and maintaining the slopes where the retaining walls are being removed and the storm sewer is being extended to Stark Lake. Staff has met with the property owners and came to an agreement on the disturbance, storm improvements and restoration.

The permanent sloping and grading easement agreement identifies the City's obligation to grade, provide native vegetation establishment and maintain the slopes within the easements. The property owners are responsible for re-directing storm water runoff away from the slope and into the private storm system provided. The property owner will be responsible for maintaining the private storm system facilities and the City will be responsible for maintaining the concrete storm facilities installed.

Staff recommends approval of the resolution approving Permanent Slope Easement Agreements at 1680 and 1690 Atwater Path for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements.

SWD/kf

Attachments: Resolution
Permanent Slope Easement Agreements

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

**RESOLUTION APPROVING PERMANENT SLOPE EASEMENT AGREEMENTS AT 1680
AND 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, permanent slope easements are required for grading, vegetative establishment, and maintenance of the slope at 1680 and 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 agreements are hereby approved by Mayor and Council:

1. Permanent Sloping and Grading Easement Agreement with Loel D. Lowary and Mary M. Lowary, husband and wife, 1680 Atwater Path
2. Permanent Sloping and Grading Easement Agreement with Margaret Schmidt, 1690 Atwater Path.

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

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator/Interim Deputy Clerk

PERMANENT SLOPING AND GRADING EASEMENT AGREEMENT
FOR LOT 6, BLOCK 2, BISANZ SOUTHVIEW ESTATES,
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS PERMANENT SLOPING AND GRADING EASEMENT AGREEMENT FOR LOT 6, BLOCK 2, BISANZ SOUTHVIEW ESTATES is made, granted and conveyed this 28th day of June, 2019, by and between Loel D. Lowary and Mary M. Lowary, husband and wife, 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 convey and quitclaim to the City, its successors and assigns, the following:

A permanent easement for sloping, grading, contouring, vegetation establishment, turf establishment, erosion control and stormwater runoff management purposes and for access to the stormwater pipe within the Permanent Easement Area and for all such purposes ancillary, incident or related thereto (hereinafter "Permanent Easement") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "Permanent Easement Area") attached hereto and incorporated herein by reference. The Permanent Easement Area is also depicted on **Exhibit B**.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the purposes of construction, maintenance, repair and replacement of sloping, grading, contouring, vegetation establishment, turf establishment, erosion control and stormwater runoff management and access to the stormwater pipe within the Permanent Easement Area and all facilities, appurtenances and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX

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

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

The City has the obligation to reasonably maintain the slopes within the Permanent Easement Area and to retain the functionality of the Permanent Easement within the Permanent Easement Area and to retain access to the stormwater pipe within the Permanent Easement Area. The maintenance of the slopes shall largely occur through the use of native grasses planted by the City within the Permanent Easement Area. The City shall reasonably make efforts to reduce or eliminate any invasive species within the Permanent Easement Area.

Landowner is responsible for reasonably re-directing stormwater surface runoff away from the Permanent Easement Area. Landowner is responsible to convey roof runoff directly to the stormwater collection system installed by the City within or adjoining the Permanent Easement Area. Once installed by the City, Landowner shall be the owner of and shall be responsible for maintenance of the plastic sump pump basket and plastic pipe which conveys roof runoff to the City maintained concrete stormwater collection system.

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, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

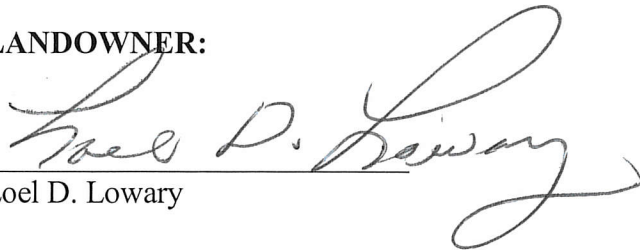
Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described and depicted on Exhibit B and that they have good right to grant and convey the Permanent Easement herein to the City.

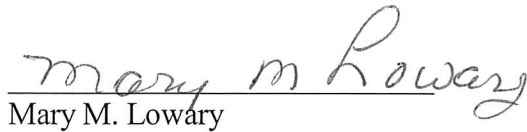
This Permanent Sloping and Grading Easement Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

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

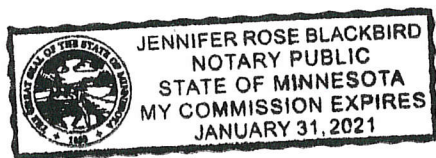
LANDOWNER:


Loel D. Lowary


Mary M. Lowary

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 2nd day of July, 2019, by Loel D. Lowary and Mary M. Lowary, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.




Notary Public

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 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:
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 6, Block 2, Bisanz Southview Estates, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for sloping, grading, contouring, vegetation establishment, turf establishment, erosion control and stormwater runoff management purposes and for access to the stormwater pipe within the Permanent Easement Area and for all such purposes ancillary, incident or related thereto purposes over, under and across that part of Lot 6, Block 2, Bisanz Southview Estates, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said Lot 6; thence on an assumed bearing of South 09 degrees 59 minutes 59 seconds East along the east line of said Lot 6, a distance of 117.34 feet to the point of beginning of the easement to be described; thence continuing South 09 degrees 59 minutes 59 seconds East along said east line, a distance of 40.54 feet; thence South 80 degrees 00 minutes 01 second West, a distance of 11.11 feet; thence North 19 degrees 59 minutes 59 seconds West, a distance of 22.76 feet; thence North 15 degrees 00 minutes 01 second East, a distance of 20.05 feet to the intersection with a line bearing South 80 degrees 22 minutes 35 seconds West from said point of beginning; thence North 80 degrees 22 minutes 35 seconds East, a distance of 6.59 feet to said point of beginning.

BISANZ
5 6 7
BLOCK 1

ATWATER PATH
NE COR. OF LOT 6, BLOCK 2
BISANZ SOUTHVIEW ESTATES

60

10 10

47.117.34
3.65.65.60 S

EXIST. STORM SEWER EASEMENT
PER BISANZ SOUTHVIEW ESTATES

SOUTHVIEW

N 80°22'35" E
6.59

N 15°00'01" E
20.05

POINT OF BEGINNING

3.65.65.60 S
45.04

N 19°59'59" W
22.76

S 80°00'01" W
11.11

BLOCK 2

EAST LINE OF LOT 6, BLOCK 2
BISANZ SOUTHVIEW ESTATES

10 10

ESTATES

EXIST. PONDING EASEMENT PER
BISANZ SOUTHVIEW ESTATES LYING
BELOW ELEV. 944 FT. (NGVD 1929)
(NOTE: EASE. NOT FIELD LOCATED)

0 50
SCALE IN FEET

PROPOSED SLOPE EASEMENT (490 SQ. FT.)

**BOLTON
& MENK**

SHEET 2 OF 2 SHEETS

FILE NO. 5357 S29-T28-R22-42

PERMANENT SLOPING AND GRADING EASEMENT AGREEMENT
FOR LOT 5, BLOCK 2, BISANZ SOUTHVIEW ESTATES,
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS PERMANENT SLOPING AND GRADING EASEMENT AGREEMENT FOR LOT 5, BLOCK 2, BISANZ SOUTHVIEW ESTATES is made, granted and conveyed this 28th day of June, 2019, by and between Margaret M. Schmidt, a single person, 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 convey and quitclaim to the City, its successors and assigns, the following:

A permanent easement for sloping, grading, contouring, vegetation establishment, turf establishment, erosion control and stormwater runoff management purposes and for access to the stormwater pipe within the Permanent Easement Area and for all such purposes ancillary, incident or related thereto (hereinafter "Permanent Easement") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "Permanent Easement Area") attached hereto and incorporated herein by reference. The Permanent Easement Area is also depicted on **Exhibit B**.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the purposes of construction, maintenance, repair and replacement of sloping, grading, contouring, vegetation establishment, turf establishment, erosion control and stormwater runoff management and access to the stormwater pipe within the Permanent Easement Area and all facilities, appurtenances and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX

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

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

The City has the obligation to reasonably maintain the slopes within the Permanent Easement Area and to retain the functionality of the Permanent Easement within the Permanent Easement Area and to retain access to the stormwater pipe within the Permanent Easement Area. The maintenance of the slopes shall largely occur through the use of native grasses planted by the City within the Permanent Easement Area. The City shall reasonably make efforts to reduce or eliminate any invasive species within the Permanent Easement Area.

Landowner is responsible for reasonably re-directing stormwater surface runoff away from the Permanent Easement Area. Landowner is responsible to convey roof runoff directly to the stormwater collection system installed by the City within or adjoining the Permanent Easement Area. Once installed by the City, Landowner shall be the owner of and shall be responsible for maintenance of the plastic sump pump basket and plastic pipe which conveys roof runoff to the City maintained concrete stormwater collection system.

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

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

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

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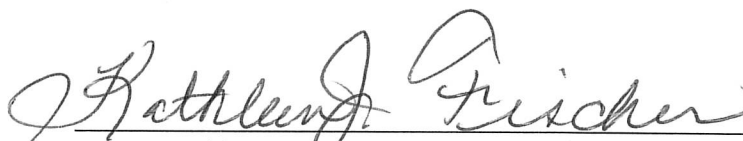
IN TESTIMONY WHEREOF, Landowner and City have caused this Permanent Grading and Sloping Easement Agreement to be executed as of the day and year first above written.

LANDOWNER:


Margaret M. Schmidt

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 15th day of July, 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:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 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:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

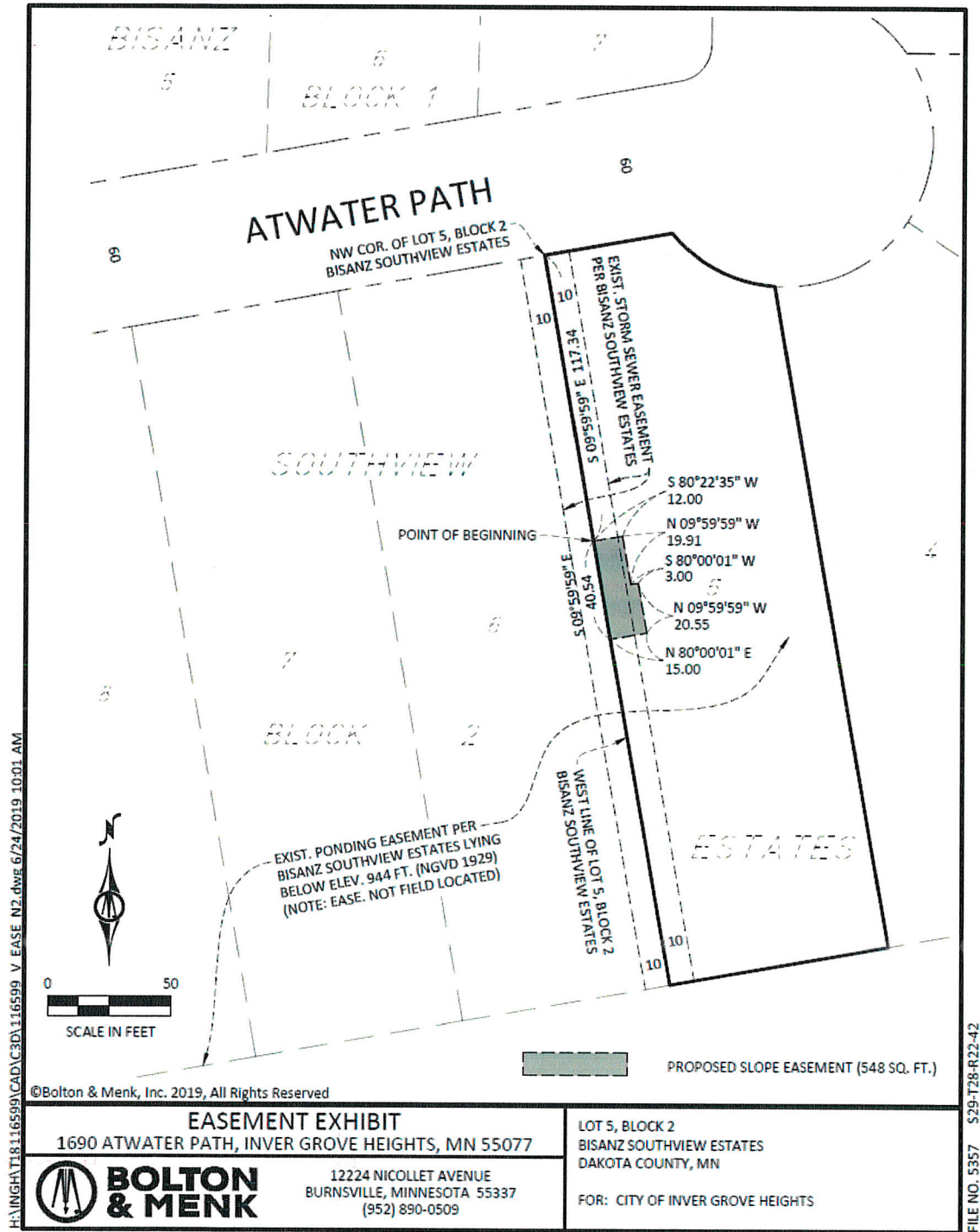
Lot 5, Block 2, Bisanz Southview Estates, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for sloping, grading, contouring, vegetation establishment, turf establishment, erosion control and stormwater runoff management purposes and for access to the stormwater pipe within the Permanent Easement Area and for all such purposes ancillary, incident or related thereto purposes over, under and across that part of Lot 5, Block 2, Bisanz Southview Estates, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said Lot 5; thence on an assumed bearing of South 09 degrees 59 minutes 59 seconds East along the west line of said Lot 5, a distance of 117.34 feet to the point of beginning of the easement to be described; thence continuing South 09 degrees 59 minutes 59 seconds East along said west line, a distance of 40.54 feet; thence North 80 degrees 00 minutes 01 second East, a distance of 15.00 feet; thence North 09 degrees 59 minutes 59 seconds West, a distance of 20.55 feet; thence South 80 degrees 00 minutes 01 second West, a distance of 3.00 feet; thence North 09 degrees 59 minutes 59 seconds West a distance of 19.91 feet to the intersection with a line bearing North 80 degrees 22 minutes 35 seconds East from said point of beginning; thence South 80 degrees 22 minutes 35 seconds West, a distance of 12.00 feet to said point of beginning.

EXHIBIT B (CONTINUED)
DEPICTION OF PERMANENT EASEMENT AREA



H:\INGH\T18116599\CAD\C3D\116599SD\B NUMBER: T18.116599

FIELD BOOK:

DRAWN BY: ERW

SHEET 2 OF 2 SHEETS

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Amendment No. 1 to Agreement Relating to Landowner Improvements within City Easement on Lot 2, Block 2, Cenex Addition

Meeting Date: July 22, 2019
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SST

<table border="1" style="border-collapse: collapse;"> <tr><td style="text-align: center;">X</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>	X						Fiscal/FTE Impact: None Amount included in current budget Budget amendment requested FTE included in current complement New FTE requested – N/A Other:
X							

PURPOSE/ACTION REQUESTED

Approve Amendment No. 1 to Agreement Relating to Landowner Improvements within City Easement on Lot 2, Block 2, Cenex Addition.

SUMMARY

CHS is planning to construct a new parking deck to serve their building at 5500 Cenex Drive. This parking deck will be built above an existing watermain on a City easement on the site. The existing main will not be adversely affected by the parking deck being built in the air space above the easement. The City will be able to operate and maintain its watermain on the site. Approving Amendment No. 1 will allow CHS to improve their facilities and provide additional parking for their corporate facilities.

It is recommended that the City Council authorize the execution of Amendment No. 1 to Agreement Relating to Landowner Improvements within City Easement on Lot 2, Block 2, Cenex Addition as outlined in the memo and attachments.

TJK/kf

Attachments: Site plan
 Amendment No. 1 to Agreement
 Agreement Relating to Landowner Improvements within City Easement (County Document No. T7389654)



City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3412

Approval is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Contractor is responsible for all dimensions, quantities and performance requirements to be confirmed and correlated at the job site, for all information that pertains solely to the fabrication processes or to techniques of construction, for all information of the work of all trades; and for assuring consistency with the Contract Documents.

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

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

Date: 4/19/2019 By: Thomas J. Kolesch

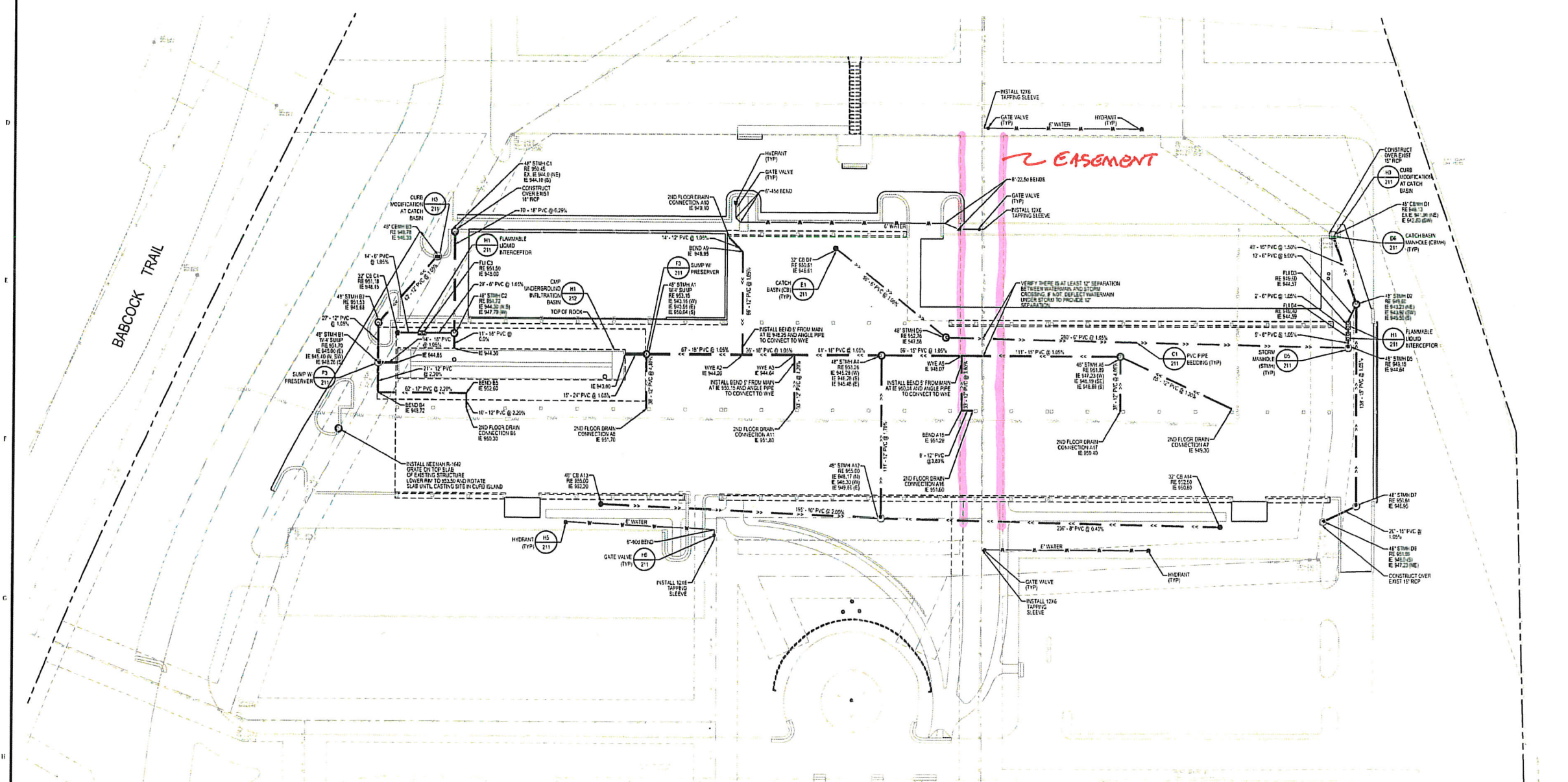
LEGEND

PROPOSED STORM SEWER	PROPOSED WATER MAIN
EXISTING WATER MAIN	EXISTING STORM SEWER
EXISTING SANITARY SEWER	EXISTING ELECTRIC LINE
EXISTING COUNCIL LINE	
STORM MANHOLE (STHM) WITH OPEN GRATE	STORM MANHOLE (STHM) WITH SOLID GRATE
CATCH BASIN (CB)	CATCH BASIN (CB) WITH MANHOLE (CBMH)

UTILITY NOTES

- VERIFY ALL CONNECTIONS TO EXISTING UTILITY SERVICES PRIOR TO CONSTRUCTION. ANY DISCREPANCIES BETWEEN LOCATED UTILITIES AND THE EXISTING CONDITIONS SHALL BE NOTED AND FORWARDED TO THE ENGINEER.
- CONTRACTOR TO PROVIDE ADEQUATE MEANS AND METHODS TO ASSURE ADJACENT PROPERTY IS NOT DAMAGED DURING UTILITY INSTALLATION.
- PIPE LENGTHS SHOWN ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
- PIPE MATERIALS:
 - STORM SEWER: SCH 40 PVC OR SDR 35 PVC
 - WATER: DIP ANVIL C511 OR C500 PVC

*AT LOCATIONS WHERE STORM CROSSES WATERMAIN, STORM PIPE MATERIAL MUST BE APPROVED FOR USE WITHIN BUILDING BY MINNESOTA PLUMBING CODE.
- ALL UTILITY CONSTRUCTION TO CONFORM WITH STATE, CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) AND CITY OF INVER GROVE HEIGHTS STANDARD SPECIFICATIONS.
- ADJUST ALL STRUCTURES, PUBLIC AND PRIVATE, TO PROPOSED GRADES WHERE DISTURBED, COMPLY WITH ALL REQUIREMENTS OF UTILITY OWNERS. STRUCTURES BEING RESET TO PAVED AREAS TO MEET OWNERS REQUIREMENTS FOR TRAFFIC LOADING.
- COORDINATE WITH ELECTRICAL CONTRACTOR TO PROVIDE CONDUITS AS NECESSARY FOR BENEATHING. SEE ELECTRICAL PLAN FOR ADDITIONAL SITE ELECTRICAL INFORMATION. CONDUIT SHOULD BE INSTALLED TO AVOID EXISTING TREES AND STORMWATER FACILITIES.
- INVERT ELEVATIONS REPRESENT BOTTOM OF PIPE AT LOCATION SPECIFIED ON PLANS.
- CONTRACTOR SHALL REPAIR AND REPLACE ANY CURB AND PAVEMENT DAMAGED DURING THE INSTALLATION OF THE WATERMAIN.



H1 UTILITY PLAN
1" = 30'



SCALE 1" = 30'



PARKING DECK



380 St. Peter Street, Ste. 600
Saint Paul, MN 55102
651.222.3701
bwb.com



DF/ DAMON FARMER
LANDSCAPE ARCHITECTS
401 North 2nd Avenue, Suite 410
Minneapolis, MN 55401 p: 612.332.7522



This document is the property of HUNT Electric Corporation. It is to be used only for the project and site for which it was prepared. It is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of HUNT Electric Corporation.

Name: MARCELLE J. WERLOCK

Date: 04/19/2019, Job No. 4357

Sheet No.

Form

DATE FOR E.D.

DATE FOR E.D.

DATE FOR E.D.

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DATE FOR E.D.

**AMENDMENT NO. 1 TO AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 2, BLOCK 2,
CENEX ADDITION, DAKOTA COUNTY, MINNESOTA RECORDED AS DAKOTA
COUNTY DOCUMENT NO. T738965**

THIS AMENDMENT NO. 1 TO AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 2, BLOCK 2, CENEX ADDITION, DAKOTA COUNTY, MINNESOTA RECORDED AS DAKOTA COUNTY DOCUMENT NO. T738965 (Amendment) is made, entered into and effective this 15th day of July, 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and CH INVER GROVE HEIGHTS MN LANDLORD, LLC, a Delaware limited liability company, (hereafter referred to as Landowner).

WHEREAS, the City and CHS, Inc., a Minnesota cooperative corporation, entered into an Agreement Relating to Landowner Improvements Within City Easement on Lot 2, Block 2, Cenex Addition dated September 8, 2014, recorded as Dakota County Document No. T738965 ("Agreement").

WHEREAS, the Agreement encumbers Lot 2, Block 2, Cenex Addition, Dakota County, Minnesota.

WHEREAS, CH INVER GROVE HEIGHTS MN LANDLORD, LLC, a Delaware limited liability company, is the current fee owner of Lot 2, Block 2, Cenex Addition, Dakota County, Minnesota.

WHEREAS, Lot 2, Block 2, Cenex Addition, Dakota County, Minnesota is subject to the recorded Agreement.

WHEREAS, CH INVER GROVE HEIGHTS MN LANDLORD, LLC, a Delaware limited liability company and the City desire to amend the recorded Agreement to allow the construction of a parking ramp and parking lot improvements on Lot 2, Block 2, Cenex Addition, Dakota County, Minnesota per the City approved plans.

NOW, THEREFORE, the parties to this Amendment hereto state, acknowledge and agree as follows:

Section 1. Amendment of Section 1.7 of the Agreement. Section 1.7 of the Improvement Agreement is hereby amended to read as follows:

1.7 Landowner Improvements. “Landowner Improvements” means the access path, driveway and sidewalk located on the Subject Land lying within the City Easement in the locations shown on the Site Layout, Grading and Drainage Plan and Paving Plan prepared by Pierce Pini & Associates dated September 10, 2014, which plans are on file with the City.

AND

“Landowner Improvements” also means the parking deck and parking lot improvements (including, among other things, the footings, foundation walls, columns, UG Utilities, dampproofing, architectural precast concrete and precast stairs, concrete supply, PT tendons and rebar) all identified in the plans titled “CHS Parking Deck & Campus Renovation” prepared by BWBR, dated April 19, 2019, and approved by the City Engineer on April 19, 2019.

Section 2. Amendment of Section 1.12 of the Agreement. Section 1.12 of the Agreement is hereby amended to read as follows:

1.12 Construction Plan. “Construction Plan” means the Site Layout (C200), Grading and Drainage Plan (C300) and Paving Plan (C400) dated September 10, 2014 prepared by Pierce Pini & Associates that were approved by the City Engineer on September 17, 2014. The Construction Plan is on file with the City.

AND

“Construction Plan” also means the plans titled “CHS Parking Deck & Campus Renovation” prepared by BWBR, dated April 19, 2019, and approved by the City Engineer on April 19, 2019. The Construction Plan is on file with the City.

Section 3. Incorporation of Amendment Into Agreement. This Amendment is hereby incorporated and made a part of the Agreement.

Section 4. Continuing Effect. The other terms and conditions of the Agreement remain in full force and effect.

Section 5. Recording of Amendment. This Amendment shall be recorded against Lot 2, Block 2, Cenex Addition, Dakota County, Minnesota.

[the remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the Landowner and City have executed this Amendment 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

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 22nd day of July, 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

-4-

Receipt# 352254
TORRENS FEE

\$46.00

T738965



Recorded on: 12/2/2014 03:21:03PM
By: LAS, Deputy
Certificate #: 89353

Return to:
LEVANDER GILLEN & MILLER
633 S CONCORD ST #400
SOUTH ST PAUL, MN 55075

Joel T. Beckman Registrar of Title
Dakota County, MN

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 2, BLOCK 2, CENEX ADDITION
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 2, BLOCK 2, CENEX ADDITION, DAKOTA COUNTY, MINNESOTA (Agreement) is made this 8th day of September, 2014, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and by CHS Inc., a Minnesota cooperative 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 on the attached Exhibit A.

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

The permanent drainage and utility easements on the Subject Land dedicated to the City on the recorded plat of Cenex Addition, Dakota County, Minnesota located north of Cenex Drive.

1.5 **Landowner.** "Landowner" means CHS Inc., a Minnesota cooperative corporation, and its assigns and successors in interest with respect to the Subject Land during the period of time that it or they own fee title to the Subject Land.

RECEIVED

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 City of Inver Grove Heights
Attention: Director of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER:

CHS Inc.
Attn: Ian Ellis, Corporate Facility Manager
5500 Cenex Drive
Inver Grove Heights, MN 55077

WITH COPY TO:

CHS Inc.
Attention Legal Department
P.O. Box 64089
St. Paul, MN 55164-0089

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 access path, driveway and sidewalk located on the Subject Land lying within the City Easement in the locations shown on the Site Layout, Grading and Drainage Plan and Paving Plan prepared by Pierce Pini & Associates dated September 10, 2014, which plans are on file with the City.

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

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

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

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

1.12 Construction Plan. "Construction Plan" means the Site Layout (C200), Grading and Drainage Plan (C300) and Paving Plan (C400) dated September 10, 2014 prepared by Pierce Pini & Associates that were approved by the City Engineer on September 17, 2014. The Construction Plan is on file with the City.

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 construct the Landowner Improvements within the City Easement.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be constructed 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 existing 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 from the City Easement in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the City Easement.

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 Construction and Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the City agrees that the Landowner Improvements may be constructed within the City Easement at the locations shown on the Construction Plan. The Landowner Improvements shall only be at the locations specified in the Construction Plan.

Landowner, at its own expense, shall construct, maintain and repair the Landowner Improvements.

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

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

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

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

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

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 thirty (30) days or such longer period of time as is reasonable under the circumstances from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within such period, 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. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given

the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.6.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to the cure period or to Formal Notice to the Landowner to perform its obligations under Section 3.6, the City shall not be required to give such Formal Notice or to allow a cure period 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. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.7.

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 its 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 thirty (30) days or such longer period of time as is reasonable under the circumstances 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. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.9.

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

- a.) The City may specifically enforce this Agreement.

- b.) If the Landowner fails to make payments under 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.

Nothing in this Section shall be deemed to impair Landowner'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.

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, liabilities; actual losses, costs, expenses and damages; 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.) Installation and maintenance of the Landowner 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 the Landowner Improvements.

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

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

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

3.15 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 on and apply to any title, right and interest of the Landowner in the Subject Land acquired by Landowner after the execution date of this Agreement or after the recording 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 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
George Tourville
Its Mayor

ATTEST:

Melissa Kennedy
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 8th day of September, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Amy Sue Jannetto
Notary Public



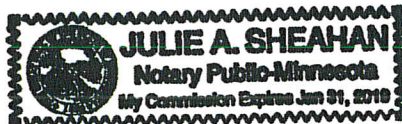
LANDOWNER
CHS INC.

By: Timothy N. Schmae

Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of September, 2014, before me a Notary Public within and for said County, personally appeared Timothy Schmae to me personally known, who being by me duly sworn, did say that he/~~she~~ is the Exec. Vice President of CHS Inc., a Minnesota cooperative corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the Board of Directors and said Exec. Vice President acknowledged said instrument to be the free act and deed of the cooperative corporation.



[Signature]
Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

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

Lot 2, Block 2, Cenex Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving and Accepting a Proposal from Element Materials Technology for Geotechnical Services for the Pavement Management Program

Meeting Date: July 22, 2019
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director



Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution receiving and accepting a proposal from Element Materials Technology for Geotechnical Services.

SUMMARY

City staff made a request for proposals from three geotechnical firms for geotechnical services. The geotechnical services are for testing and evaluating 67.6 centerline miles of urban (curb), and 67.7 centerline miles of rural (no curb) roadways. The geotechnical services will identify appropriate pavement rehabilitation strategies such as mill and overlay, pavement replacement, full depth reclamation, partial reconstruction, and reconstruction for the Pavement Management Program. This work will help the City develop effective City-wide Pavement Management Program strategies.

The following firms submitted a proposal:

Element Materials Technology	\$224,261.00
Braun Intertec Corporation	\$307,495.30
American Engineering Testing	\$502,983.95

The wide range in prices can be attributed to a number of factors; the ambitious work schedule, the available staff at a firm, and the work commitments of a firm. Staff had a lengthy follow-up conversation with Element Materials Technology to confirm that they fully understand the scope of the project. They are a national firm with a local presence. They are confident the work can be completed on the proposed schedule.

The RFP from Element Materials Technology dated July 10, 2019 for geotechnical services in the amount of \$224,261.00 was the lowest cost proposal. The work will be paid for by the Pavement Management Fund. This unit pricing compares to a similar geotechnical project done in 2018 on 23.7 miles of roads.

The proposals have been reviewed by staff and the Engineering Division recommends that the proposal from Element Materials Technology be accepted based on their understanding and familiarity of the project, scope of work, the expertise of their project team, the proposed cost of their services and their knowledge of the City's standards. Element Materials Technology also performed geotechnical services for city project 2015-16 Trunk Utility Extension.

Staff recommends that the Council adopt the resolution accepting the proposal from Element Materials Technology for geotechnical services in the amount of \$224,261.00.

SWD

Attachments: Resolution
 Proposal excerpts

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

**RESOLUTION RECEIVING AND ACCEPTING A PROPOSAL FROM ELEMENT MATERIALS
TECHNOLOGY FOR GEOTECHNICAL SERVICES FOR THE PAVEMENT MANAGEMENT
PROGRAM**

RESOLUTION NO. _____

WHEREAS, a request for proposal was sent to three geotechnical firms for geotechnical services; and

WHEREAS, Element Materials Technology has provided a proposal for geotechnical services as outlined in their July 10, 2019 proposal.

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

1. Element Materials Technology's proposal dated July 10, 2019 is accepted and staff is authorized to enter into an agreement for geotechnical services in the amount of \$224,261.00.
2. The work shall be funded by the Pavement Management Fund.
3. Staff and City Attorney are hereby authorized to draft and execute a services agreement with Element Materials Technology.

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

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator/Interim Deputy Clerk

**EXCERPT FROM
ELEMENT MATERIALS TECHNOLOGY
PROPOSAL**



element

Element Materials Technology
662 Cromwell Avenue
St Paul, MN 55114-1720 USA
P 651 645 3601
F 651 659 7348
T 888 786 7552
info.stpaul@element.com
element.com

Fee Schedule for Geotechnical Survey and Evaluation of Pavements City of Inver Grove Heights - 2019 Pavement Management Program

Task	Project Manager/Sr. Engineer (Hrs.)	Geotechnical Engineer (Hrs.)	Field Supervisor (Hrs.)	Crew Chief Driller (Hrs.)	Driller's Assistant (Hrs.)	Lab Testing (\$)	Sub-Consultants			Expenses (Total Mileage, etc) (\$)	Total Hours	Cost per Task ⁽⁴⁾
							GPS ⁽¹⁾	Traffic Control ⁽²⁾	GPR ⁽³⁾			
Task 1: PM/Client Mgt	30	50	42	--	--	--	--	--	--	--	122	\$12,990.00
Task 2: Staking and Clearing	4	16	8	--	--	--	\$6,000.00	--	--	\$500.00	28	\$9,440.00
Task 3: SPT borings	10	16	60	310	310	--	--	\$28,750.00	--	\$3,535.00	706	\$90,515.00
Task 4: Lab Testing	8	20	--	--	--	\$12,000.00	--	--	--	--	28	\$15,100.00
Task 5: Bit Coring	10	16	40	150	150	--	--	\$11,500.00	--	\$4,116.00	366	\$46,346.00
Task 6: GPR Survey	16	--	--	--	--	--	--	--	\$35,750.00	--	16	\$37,750.00
Task 7: Eng. Summary Report	16	24	80	--	--	--	--	--	--	--	120	\$12,120.00
Total Hours	94	142	230	460	460	--	--	--	--	--	1386	--
Labor cost per Hour	\$125.00	\$105.00	\$95.00	\$88.00	\$72.00	--	--	--	--	--	--	--
Total Cost	\$11,750.00	\$14,910.00	\$21,850.00	\$40,480.00	\$33,120.00	\$12,000.00	\$6,000.00	\$40,250.00	\$35,750.00	\$8,151.00	--	\$224,261.00

(1) AMI Consulting Engineers

(2) Traffic Control Tech's LLC or Safety Signs

(3) Infrance

(4) If boring or coring schedule/quantity changes, Element has the right to review project costs and adjust if needed.

EXCERPT FROM BRAUN'S PROPOSAL

Project Proposal

QTB103313

City of Inver Grove Heights, 2019/2020 PMP [TPAV]

Client:

City of Inver Grove Heights
Steve Dodge
8150 Barbara Ave
Inver Grove Heights, MN 55077
(651) 450-2500

Work Site Address:

Various City Streets
Inver Grove Heights, MN

Service Description:

Pavement and Geotechnical Evaluation

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Pavement Evaluation Services				
Activity 1.1	Ground Penetrating Radar Testing				\$25,675.80
259	GPR Testing, per hour	32.00	Hour	165.00	\$5,280.00
8640	Mobilization	270.00	Each	0.54	\$145.80
118	Staff Engineer - GPR Analysis & Graphs	150.00	Hour	135.00	\$20,250.00
Activity 1.2	Pavement Coring & Hand Auger Borings				\$58,325.00
252	Bituminous Coring & Hand Auger Borings (2 person crew)	220.00	Hour	200.00	\$44,000.00
5903	iPad/R1 Field Data GPS (sub-meter horizontal only), per week	4.00	Each	400.00	\$1,600.00
1862	Trip Charge	27.00	Each	50.00	\$1,350.00
9738	Bituminous patch, per bag	125.00	Each	11.00	\$1,375.00
SUB	Traffic Control (assumes 4 days of flagging)	1.00	Each	10,000.00	\$10,000.00
9920	Right of Way Permit (waived, as per the City)	1.00	Each	0.00	\$0.00
Activity 1.3	Reporting				\$25,680.00
138	Project Assistant	2.00	Hour	85.00	\$170.00
1862	Trip Charge (Meetings)	2.00	Each	50.00	\$100.00
118	Staff Engineer (Core Photo Log and Matrix)	100.00	Hour	135.00	\$13,500.00
126	Project Engineer (Report)	45.00	Hour	145.00	\$6,525.00
125	Project Manager	8.00	Hour	135.00	\$1,080.00
130	Principal Engineer	8.00	Hour	185.00	\$1,480.00
371	CADD/Graphics Operator	25.00	Hour	113.00	\$2,825.00
Phase 1 Total:					\$109,680.80
Phase 2	Geotechnical Evaluation Services				
Activity 2.1	Site Layout - Staking - Utility Clearance - CADD				\$17,510.00
205	Site layout and utility clearance	120.00	Hour	95.00	\$11,400.00
5101	Trimble R8 Rover (horizontal and vertical), per week	2.00	Each	1,195.00	\$2,390.00
371	CADD/Graphics Operator	15.00	Hour	113.00	\$1,695.00
138	Project Assistant	15.00	Hour	85.00	\$1,275.00
1862	Trip Charge	15.00	Each	50.00	\$750.00
Activity 2.2	Truck Mounted Drill Rig and Crew				\$130,967.50
9000	Truck Mounted Drilling Services, per hour	450.00	Each	254.00	\$114,300.00
9510	Overtime addition to two-person crews, per hour	70.50	Each	35.00	\$2,467.50
9738	Bituminous patch, per bag	200.00	Each	11.00	\$2,200.00
SUB	Traffic Control (assumes 6 days of flagging)	1.00	Each	12,000.00	\$12,000.00
Activity 2.3	Soils Test				\$10,500.00

Project Proposal

QTB103313

City of Inver Grove Heights, 2019/2020 PMP [TPAV]

1166	200 wash (ASTM C 117), per sample	150.00	Each	50.00	\$7,500.00
1152	Moisture content (ASTM D 2216), per sample	300.00	Each	10.00	\$3,000.00
Activity 2.4	Engineering				\$38,837.00
138	Project Assistant (806 Boring Logs & Report Editing)	130.00	Hour	85.00	\$11,050.00
371	CADD/Graphics Operator	24.00	Hour	113.00	\$2,712.00
118	Staff Engineer	100.00	Hour	135.00	\$13,500.00
126	Project Engineer	45.00	Hour	145.00	\$6,525.00
130	Principal Engineer	20.00	Hour	185.00	\$3,700.00
125	Project Manager	10.00	Hour	135.00	\$1,350.00
Phase 2 Total:					\$197,814.50

Proposal Total:	\$307,495.30
------------------------	---------------------

EXCERPT FROM AET's PROPOSAL

Project Manager I Project Manager II

Project Manager I

Project Manager II

Principal Engineer	Senior Engineer	Staff Engineer/Geologist
1. Principal Engineer 2. Senior Engineer 3. Staff Engineer/Geologist	1. Principal Engineer 2. Senior Engineer 3. Staff Engineer/Geologist	1. Principal Engineer 2. Senior Engineer 3. Staff Engineer/Geologist

Senior Engineering Technician

Senior Engineering Technician

Total Personnel

[illegible]

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Geophysical Survey Services Proposal from American Engineering Testing, Inc. (AET) for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements

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

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution accepting geophysical survey services proposal from American Engineering Testing, Inc. (AET) for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements

SUMMARY

SRF Consulting Group, Inc. (SRF) is the City's consultant engineer on the project. SRF has been monitoring the ground surface in the corridor where the pipe boring for providing utilities to Fire Station No. 2 occurred. They have identified soil settlement issues in the median of TH 52. AET has been providing geotechnical engineering services on City Project No. 2018-08 and 2018-11 and their expertise of the site soil conditions has been sought by Staff. AET is familiar with the City of Inver Grove Heights, is a part of the City's consultant pool, and has conducted construction testing services on many other projects for the City.

AET has performed an initial field investigation of the soils and has identified sink holes forming on the surface and a concern for potential unknown voids forming below TH 52 grass median. In order to identify the underlying soil conditions to the 23-foot depth of the boring pipe installed, AET is recommending deep ground penetrating radar (GPR) analysis be performed. To complete the GPR to required depths, special equipment and modeling tools are needed from a subcontractor, 3Dgeophysics. The proposal for completing the geophysical investigation and provide a report on underlying soil conditions is \$9,900.00 and it will be paid through the Fire Station No. 2 project fund. Staff recommends performing the geophysical survey in order to manage any risks associated with potential voids from the boring operations.

I recommend approval of the resolution authorizing the City to enter into an agreement with AET, in the amount of \$9,900.00, for geophysical surveying services for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fiber Optic Improvements.

SWD

Attachments: Resolution
 Figure 1 Depicting Potential Sinkhole Locations
 AET Proposal dated July 12, 2019

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION ACCEPTING GEOPHYSICAL SURVEY SERVICES PROPOSAL FROM AMERICAN
ENGINEERING TESTING, INC. (AET) FOR CITY PROJECT NO. 2018-08 – FIRE STATION NO. 2
SEWER AND WATER IMPROVEMENTS AND CITY PROJECT NO. 2018-11 – FIRE STATION NO. 2
FIBER OPTIC IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, on September 24, 2018, City Council accepted geotechnical construction testing services proposal from American Engineering Testing, Inc. for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements; and

WHEREAS, on June 20, 2019, SRF Consulting Group, Inc. (SRF) was monitoring the soil conditions and identified sink holes beginning to form in the TH 52 grass median above the pipe bored on City Project No. 2018-08 and 2018-11.; and

WHEREAS, on July 10, 2019, AET visited the site to inspect and physically investigate the soil conditions from the surface, in which AET personnel identified a need to perform a geophysical survey; and

WHEREAS, AET has submitted a proposal for a geophysical survey to investigate the condition of the underlying soils.

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

1. The Geophysical Survey Proposal dated July 12, 2019 from AET for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements in the amount of \$9,900.00 is hereby approved.
2. Funding for the work will be provided from the Fire Station No. 2 project funds.
3. The City Engineering staff is hereby authorized to execute the AET proposal.

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

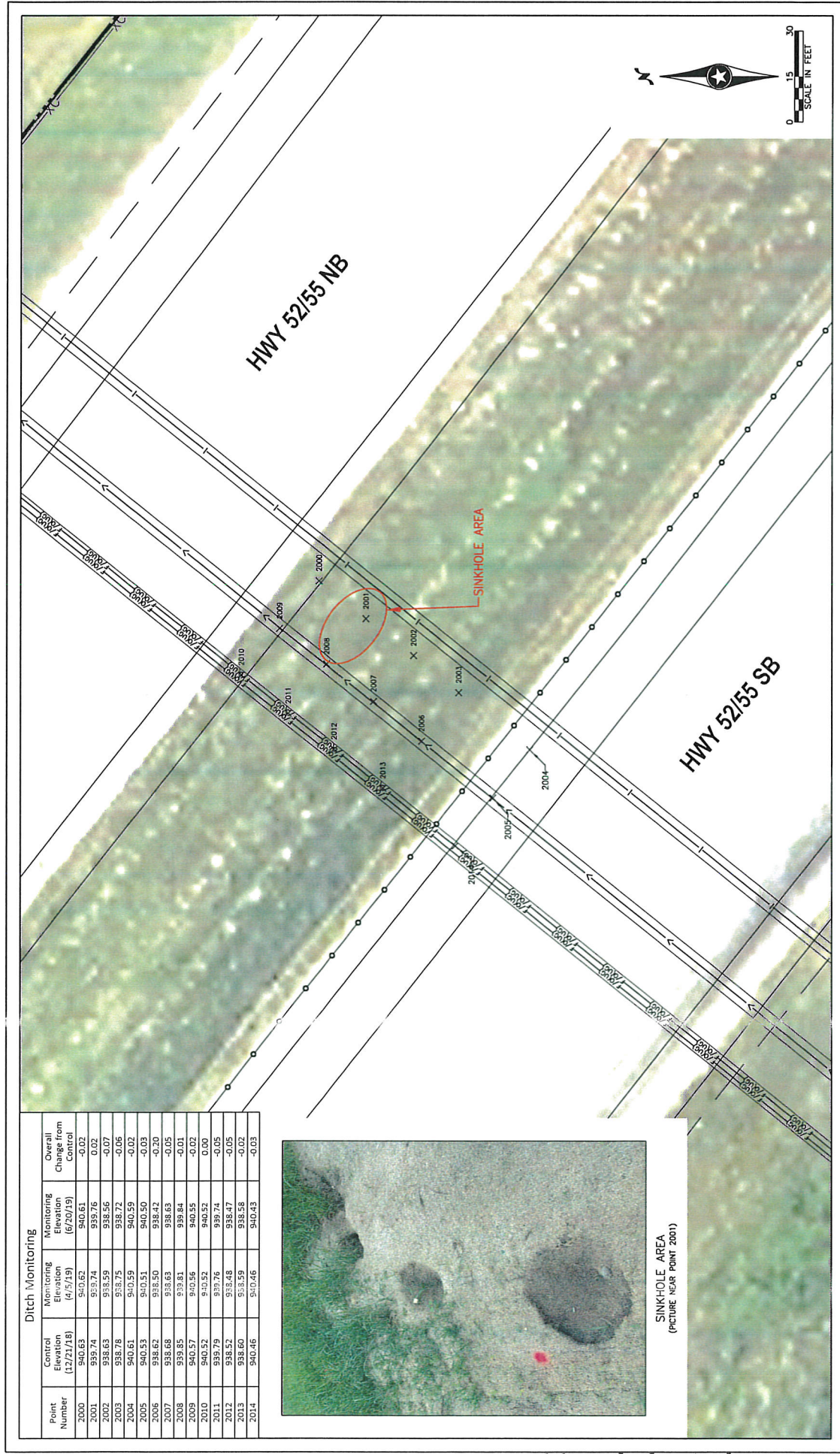
AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator/Interim Deputy Clerk



SRE Ditch Monitoring Inver Grove Heights Fire Station No. 2 - Sewer and Water Improvements Inver Grove Heights, MN

Job # 1097001
6/21/2019 - 11:24AM

Figure 1



CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

July 12, 2019

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

Re: Proposal for Geophysical Survey and Site Observations-Phase 1
Soil Disturbance over Utilities installed below TH55/52
Inver Grove Heights, Minnesota
AET Proposal No. 01-20552

Dear Mr. Dodge:

American Engineering Testing (AET) is pleased to submit a proposal to the City of Inver Grove Heights (City) for geophysical survey, site observations, and consultation for this project. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, a fee schedule, and an estimate of charges for our services.

PROJECT INFORMATION

AET performed soil borings for this project, which were presented in our *Report of Geotechnical Exploration and Review* (AET Report No. 01-20010) dated June 29, 2018. The project included installation of new City sanitary sewer and watermain to the then proposed Fire Station #2, which is currently being constructed. SRF Consulting was the design engineer for the project.

The contractor, EMJ Pipe, used directional drilling and pipe jacking to install two steel casings below Minnesota Trunk Highway (TH) 55/52 for installation of the new utilities below the highway. Soil disturbance and installation difficulties occurred during casing installation. The project was completed in November of 2018. SRF has been surveying elevation monitoring points at the ground surface in the center median of TH55/52 since completion. On June 20, 2019, the SRF surveyors noted and photographed three holes at the surface in the median.



PROPOSED SCOPE OF SERVICES

We propose performing a geophysical survey and site observations as a first attempt at mapping the subsurface conditions creating the holes in the median and also surveying the ditches at the pipe crossing location. In this phase, we will use Ground Penetrating Radar (GPR) to attempt to map the subsurface; however, it is possible this technology may not be able to image deep enough to completely map the conditions creating the observed soil disturbance. Therefore, additional geophysical survey with different methods may ultimately be needed.

SUBCONTRACTOR

AET intends to hire 3Dgeophysics to perform the geophysical survey field work, analysis, and modeling for this project. 3Dgeophysics has experience on hundreds of projects. They also have many different geophysical modeling tools, which could be used in subsequent phases of work if the GPR is unsuccessful or inconclusive.

SCOPE OF SERVICES

Field Work

Based on our discussions with you and 3Dgeophysics, our scope of services will consist of the following at the pipe crossing location:

- Obtain MnDOT permit for working on the right-of-way (ROW).
- Provide traffic control warning signs and baracades as required by MnDOT.
- Perform site visit to observe the surface conditions of the median, ditches, and road surface. Photograph and document any holes, soft depressions, or features of interest found at the surface.
- Assist 3Dgeophysics in defining areas to perform GPR survey transects in the TH52/55 median and shoulder ROWs.

During this phase, no work is proposed on the driving surface of TH55/52.

Report

Upon completion of the GPR survey, 3Dgeophysics will analyze the data and prepare a letter report including a brief methodology description, a discussion of data analysis and results, and full color representations of all collected geophysical data. The digital geophysical data will also be provided in a GIS compatible format.

AET will provide a letter report documenting our surface observations, including photographs and sketches. We will also comment on the results of the GPR survey and provide our opinions regarding the distress observed, additional investigation or monitoring that may be needed, and potential remediation activities, if applicable.

SCHEDULE

AET has visited the site to observe surface conditions and access. The application for MnDOT permit has also been submitted. We can begin the GPR survey work early next week after receiving the permit. The GPR Survey report can be completed within 3 to 4 days after the fieldwork. AET's final report will follow the GPR Survey report within 2 days. AET will provide preliminary results via telephone and email, as they become available.

FEES

Our fees for services will be charged on a time and materials basis in accordance with the attached fee schedule. For the scope of services described above, our charges will not exceed \$9,900. This estimate includes the \$2,570 subcontract fees for 3Dgeophysics.

In the event the scope of our services needs to be revised, we will review such scope adjustments and the associated fees with you and receive your approval before proceeding. Additional services will be charged in accordance with the attached fee schedule. Our fees will be in effect until December 31, 2019, after which they will be subjected to review and possible escalation.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed "Environmental/Geotechnical Service Agreement—Terms and Conditions," which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

City of Inver Grove Heights
AET Proposal No. 01-20552
July 12, 2019
Page 4 of 4

We appreciate the opportunity to provide this service for you and look forward to working with you on this project. If you have questions or need additional information, please contact us.

Sincerely,
American Engineering Testing, Inc.



Megan J. L. Hoppe, PE
Senior Geotechnical Engineer
612-685-6432
mhoppe@amengtest.com



Gregory R. Reuter, PE, PG, D.GE
Principal Engineer/Vice President
651-789-4660
greuter@amengtest.com

Attachments: 2019 AET Geotechnical Fee Schedule
3Dgeophysics Service Quotation
Service Agreement (4 pgs.)

AET PROPOSAL No.: 01-20552

ACCEPTANCE AND AUTHORIZATION

Signature: _____ Date: _____

Typed/Printed Name: _____

Title: _____

Representing: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SOURCE LAND CAPITAL – CASE NO. 19-14ZPD

Meeting Date: July 22, 2019
Item Type: Consent Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Source Land Capital – Case No. 19-14ZPD – Approve action to Table the request to August 12, 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 16, 2019 (extended by applicant)

SUMMARY

By Council action, the item was tabled to the July 22, 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. The applicant is requesting tabling the item to the August 12 meeting because more time is needed to work out details and address comments received from MnDOT.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approving the Amendment of the Resolution for the Inver Grove Heights Housing Committee Composition

Meeting Date: July 22, 2019
 Item Type: Consent Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Approving the Amendment of the Resolution for the Inver Grove Heights Housing Committee Composition.

SUMMARY

The Council wishes to expand the Housing Committee to nine members to be consistent with the size of all other commissions. At the last commission appointment meeting, Council noted there were several more people willing to serve on commissions than available seats. On May 29, 2018, the Council expanded the Committee from five to seven members per Resolution No. 18-101 because of high resident demand to be on the Committee. The action is to expand the Committee to nine members per the attached resolution.

Attachment: Resolution expanding the Committee to nine members.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION AMENDING THE INVER GROVE HEIGHTS HOUSING COMMITTEE
COMPOSITION

WHEREAS, on September 13, 2010, the City Council adopted Resolution No. 10-162 approving the Housing Committee;

WHEREAS, on May 29, 2018, the City Council adopted Resolution No. 18-101 expanding the Housing Committee from five to seven members;

WHEREAS, the City Council chose to expand the Housing Committee composition to the same as all other commissions;

WHEREAS, the current members terms will continue as staggered and set by the three (3) year term limit. The new members terms will be appointed for a three (3) year term limit. The anniversary date of all appointments should be June 1st;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the Inver Grove Heights Housing Committee shall be comprised of nine (9) members appointed by the City Council.

Passed this 22nd day of July, 2019.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joseph Lynch, Interim Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve additional Operating Manager Robert Alexander Harris for Arbor Pointe Liquor at 9084 Buchanan Trail.

Meeting Date: July 22, 2019

Item Type: Consent

Prepared by: Michelle Calvert

Reviewed by: Joe Lynch

Contact: 651-450-2464


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 additional Operating Manager for Arbor Pointe Liquor at 9084 Buchanan Trail.

SUMMARY:

Arbor Pointe Liquor is adding a second Operating Manager for their store location at 9084 Buchanan Trail. The applicant paid the appropriate fee and underwent a background check by the Police Department. The Police Department completed their investigation and found nothing to exclude Robert Alexander Harris from being named an additional Operating Manager.

Staff recommends approval of Robert Alexander Harris as additional Operating Manager at Arbor Pointe Liquor.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Loyal Order of Moose Lodge 1088, 5927 Concord Boulevard – Application to Conduct Excluded Bingo

Meeting Date: July 22, 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 resolution approving application of the Loyal Order of Moose Lodge 1088 to Conduct Excluded Bingo on a temporary basis in the parking lot for the property located at 6500 Block of Cahill Avenue, Inver Grove Heights.

SUMMARY:

The Loyal Order of Moose Lodge 1088 submitted an application for Excluded Bingo on the dates of September 6, 2019, September 7, 2019 and September 8, 2019 for the Inver Grove Heights Days celebration. The Moose Lodge is seeking approval from the City in order to conduct bingo for a civic celebration on a temporary basis.

Staff recommends approval of the application to Conduct Excluded Bingo.

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

RESOLUTION NO. ____

**RESOLUTION APPROVING THE APPLICATION OF
LOYAL ORDER OF MOOSE LODGE 1088
TO CONDUCT EXCLUDED BINGO
AT 6500 BLOCK CAHILL AVENUE**

WHEREAS, Minnesota Statutes require premises on which lawful gambling is conducted to be licensed by the Minnesota Charitable Gambling Control Board, and

WHEREAS, Loyal Order of Moose Lodge 1088 has submitted an application to Conduct Excluded Bingo at 6500 Block of Cahill Avenue Inver Grove Heights on the dates of September 6, 2019, September 7, 2019, and September 8, 2019

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Inver Grove Heights, County of Dakota, State of Minnesota, hereby approves the application of Loyal Order of Moose 1088 to conduct Excluded Bingo.

FURTHER, to direct staff to forward a copy of this resolution to the Minnesota Charitable Gambling Control Board.

Passed by the City Council of Inver Grove Heights this 22nd day of July, 2019.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Joe Lynch, Interim City Clerk/City Administrator

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approving Promotion of Steve Johnson to Chief Building Official

Meeting Date: July 22, 2019
Item Type: Consent Agenda
Contact: Heather Rand (651) 450-2546
Prepared by: Janet Shefchik, HR Manager
Reviewed by: Joe Lynch, City Administrator

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 promotion of Steve Johnson to the position of Chief Building Official for the City.

SUMMARY

The former Chief Building Official, Frank Martin, resigned on April 19, 2019. To ensure continuity of operations for the City's Building Inspections Division, Steve Johnson has been serving in the capacity of Interim Chief Building Official (CBO) since Frank's departure. In addition to performing CBO duties such as plan and site review, the position includes hiring, supervision, and training of building inspectors and office support staff.

Steve began employment with the City as a Combination Building Inspector in June of 2015. Prior to coming to the City, Steve had many years of experience in commercial and residential construction management and sales. Steve holds a Bachelor's degree in Business Management and most importantly, a Chief Building Official's license. Licensure as a CBO is a requirement under State building codes in order to approve certain projects.

The Community Development Director conducted a performance review to assess Steve's progress in his interim role. Steve is performing well despite recent staffing and technology challenges faced by the department. Staff also regularly receives positive feedback from residents and contractors regarding his knowledge, fairness and approachability.

The Community Development Director has requested, and the City Administrator has agreed to recommend, that Council approve the promotion of Steve Johnson to the position of Chief Building Official for the City, effective July 22, 2019. His pay will be determined, and an offer made in accordance with the grade assigned to the CBO position under the City's classification plan and in conformance with the Community Development Department's existing budget. If approved, Steve will serve a one-year probationary period in this new role.

HR

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: July 22, 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:

Ryan Boris, Utilities

Voluntary Resignations and/or Seasonal Terminations:

Angie Syverson, Fitness Staff

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider the application of a Station License and 3.2% Off-sale Liquor License for Casey's Retail Company for the premises located at 9981 Diffley Court Inver Grove Heights, MN 55076 (new construction).

Meeting Date: July 22, 2019

Item Type: Public Hearing

Prepared by Michelle Calvert

Reviewed by: Joe Lynch

Contact: 651-450-2464



Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider the application of a Station License and 3.2% Off-sale Liquor License for Casey's Retail Company for the premises located at 9981 Diffley Court Inver Grove Heights, MN 55076 (new construction).

SUMMARY:

Casey's Retail Company has applied for a Station License and 3.2% Off-sale Liquor License for Casey's Retail Company for the premises located at 9981 Diffley Court. The Police Department conducted the requisite background investigations on the applicants and found no basis for the denial of the request. The fees and certificate of insurance has been received. The public hearing notice was published in the July 7, 2019 issue of the Southwest Review.

RECOMMENDATION:

Staff recommends approval of both licenses; however, actual issuance of the license(s) would be contingent upon fulfilling all requirements to hold a 3.2% Off-sale liquor license through the Minnesota Alcohol & Gambling Enforcement Division, and the satisfactory and inspections and approvals from the Fire and Building Departments.

ACTION REQUIRED:

Conduct public hearing and if Council concurs with the staff recommendation they should pass a motion approving the Station License and the liquor license application for Casey's Retail Company, dba Casey's General Store #3825 for a 3.2% Off-sale liquor license and authorize the issuance of the liquor license upon fulfilling all requirements to hold an the above liquor license through the Minnesota Alcohol & Gambling Enforcement Division, and the satisfactory inspections and approvals from the Fire and Building Departments.

**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
TONA T. DOVE
AARON S. PRICE
DAVID L. SIENKO
CASSANDRA C. WOLFGAM
DEBRA M. NEWEL
CASSANDRA J. BAUSTISTA
MATTHEW K. BROKL

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: July 15, 2019
RE: Settlement Agreement between the City of Inver Grove Heights and
Ace In The Hole relating to City Project No. 2015-03 & 2018-03 (65th Street
Projects); July 22, 2019 Council Meeting

Section 1. Background. The City is the Petitioner in a condemnation matter for the temporary and permanent easement rights required by the City relating to City Project No. **2015-03** (65th Street Roadway and Drainage and Utility Improvements between T.H. 3 and future Argenta Trail) and City Project No. **2018-03** (NWA Trunk Watermain Improvements 65th Street Loop Phase 4 of 2015-12 from Agate Trail to Future Argenta Trail Right-of-Way).

Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership; John N. Simons and Jeanne L. Simons, husband and wife; Francis Todd Foster and Karen Marie Foster, husband and wife and Heather Foster Sarazen and Gene Sarazen III, wife and husband (Landowner) is the Respondent in the condemnation matter.

Section 2. Settlement Agreement relating to Condemnation Matter. The City and Landowner seek to resolve and settle the condemnation matter under the terms and conditions of the attached Settlement Agreement. The Administration and Engineering Departments have negotiated a settlement with the Landowner and recommend the settlement.

The salient terms and conditions of the Settlement Agreement are:

- The City will make payment to Landowner in the amount of \$185,000.
- The City has already deposited \$125,400 pursuant to the condemnation matter and the Landowner has withdrawn \$125,400. The remaining balance owed of \$59,600 (\$185,000 - \$125,400 = \$59,600) shall be paid by the City to Landowner within 10 days after the execution of the Settlement Agreement.
- Landowner waives any claim for interest on the \$185,000.

- Landowner waives any claim for attorneys fees.
- Landowner acknowledges receipt of the \$5,000 reimbursement made by the City for Landowners appraisal cost.
- Landowner agrees upon the City making the payment of \$59,600 to the Landowner, the City may proceed to file the final certificate in the condemnation matter.
- The City agrees that at its expense it will update the trunk sanitary sewer line extension plan into the Development Land (as defined in the Settlement Agreement) owned by Landowner.
- Landowner has the right to grade the Temporary Easement Area (as defined in the Temporary Construction Easement between the City and Landowner) should Landowner develop the Development Land during the term of the Temporary Easement.
- The City agrees that when Landowner develops the Development Land, the provisions of City Code Section 10-13J-5(D)(6) will be reasonably applied by the City in its review of the natural area/open space plan and stormwater management plan for the Development Land. The Development Land is within the Northwest Area Overlay District and is subject to the requirements of the Northwest Area Overlay District codified as City Code Sections 10-13J-1 through 10-13J-7. Under City Code Section 10-13J-5(D), an amount of land equal to 20% of the net developable area must be preserved as natural area/open space. Under City Code Section 10-13J-5(D)(6), up to 50% of designated required natural area/open space may be used for the location of stormwater management features subject to the approval of the City. Landowner anticipates that when it develops the Development Land it will request under City Code Section 10-13J-5(D)(6) that a portion of the designated required natural area/open space (but not more than 50% of such required natural area/open space) may be used for the location of stormwater management features. The timing of the development of the Development Land is uncertain. The Landowner seeks assurance that the provisions of City Code Section 10-13J-5(D)(6) will be available to Landowner at the time the Development Land is developed. The City agrees that when Landowner develops the Development Land, the provisions of City Code Section 10-13J-5(D)(6) will be reasonably applied by the City in its review of the natural area/open space plan and stormwater management plan for the Development Land.
- In the preparation and review of a stormwater management plan for the Developed Land, the Landowner and the City shall explore opportunities for the Landowner, the City, the State and Dakota County to share the physical surface space and capacity of stormwater ponds without reducing the capacity needs or other requirements of the entities that require stormwater ponding.
- The City agrees that the developer and owner of Tax Parcel No. 20-00600-05-010 will be responsible only for one-half the costs of those segments of Agate Trail where the easterly right-of-way line of future Agate Trail coincides with the easterly boundary of Tax Parcel No. 20-00600-05-010.

Section 3. Deferment of Special Assessment. On May 13, 2019, the City levied a special assessment against property owned by Landowner for City Project No. 2015-03 in the principal amount of \$208,213.

By way of the Settlement Agreement, the City will agree to defer the payment of a special assessment for City Project No. 2015-03 under the terms and conditions of the Deferment Resolution attached hereto as Exhibit B, which includes the Landowner waiving any objection to the special assessment and appeal rights under Minn. Stat. § 429.081.

The salient terms and conditions of the attached Deferment Resolution are:

- Payment of the principal amount of \$208,213 is deferred. This deferred amount shall not accrue interest during the deferral period.
- The deferment shall cease upon the occurrence of any of the following events or dates, whichever occurs first:
 - i. The Property is platted and a final plat is recorded; or
 - ii. The Property is subdivided within the meaning of Minn. Stat. § 462.352, Subd. 12; or
 - iii. The date of January 1, 2043 is reached.
- If the deferment ceases because the Property either (i) has been platted and a final plat has been recorded or (ii) has been subdivided within the meaning of Minn. Stat. § 462.352, Subd. 12, the deferred amount shall become payable and shall be collected pursuant to the following terms and conditions:
 - a. The principal amount previously deferred shall begin to accrue interest at the rate of 5.15% from January 1 of the year following the date the deferment ceased. The interest rate shall be 5.15% on the unpaid principal balance.
 - b. The principal amount previously deferred shall be payable in five (5) equal annual principal installments beginning in the calendar year following the date the deferment ceased.
 - c. The principal installments, together with accrued interest on the unpaid principal balance, shall be due and payable with real estate taxes over five (5) calendar years. The first calendar year for payment shall be the calendar year that follows the year when the deferment ceased.
- If the deferment ceases because the date of January 1, 2043 has been reached, the deferred amount shall become payable and shall be collected pursuant to the following terms and conditions:
 - a. The principal amount previously deferred shall begin to accrue interest at the rate of 5.15% from January 1, 2043. The interest rate shall be 5.15% on the unpaid principal balance.
 - b. The principal amount previously deferred shall be payable in five (5) equal annual principal installments beginning in 2043.

- c. The principal installments, together with accrued interest on the unpaid principal balance, shall be due and payable with real estate taxes over five (5) calendar years. The first calendar year for payment shall be 2043.

Section 4. Council Action. At the July 22, 2019 Council meeting, the Council will consider the attached Resolution which will approve the Settlement Agreement with Ace In The Hole and which will also approve the deferment of the special assessment against the Ace In The Hole property.

The Administration and Engineering Departments have negotiated a settlement with the Landowner and recommend the settlement.

Attachments

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

RESOLUTION NO. 19-_____

A RESOLUTION APPROVING A SETTLEMENT AGREEMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS AND ACE IN THE HOLE REAL ESTATE LIMITED PARTNERSHIP, A MINNESOTA LIMITED PARTNERSHIP; JOHN N. SIMONS AND JEANNE L. SIMONS, HUSBAND AND WIFE; FRANCIS TODD FOSTER AND KAREN MARIE FOSTER, HUSBAND AND WIFE AND HEATHER FOSTER SARAZEN AND GENE SARAZEN III, WIFE AND HUSBAND, RELATED TO THE CONDEMNATION OF TEMPORARY AND PERMANENT EASEMENT RIGHTS REQUIRED BY THE CITY FOR CITY PROJECT NO. 2015-03 AND CITY PROJECT NO. 2018-03

AND

A RESOLUTION APPROVING A RESOLUTION AND CERTIFICATE PURSUANT TO MINNESOTA STATUTES § 429.061, SUBD. 2, MEMORIALIZING DEFERMENT OF SPECIAL ASSESSMENT BY THE CITY OF INVER GROVE HEIGHTS FOR PROPERTY OWNED BY ACE IN THE HOLE REAL ESTATE LIMITED PARTNERSHIP, A MINNESOTA LIMITED PARTNERSHIP; FRANCIS TODD FOSTER AND KAREN MARIE FOSTER, HUSBAND AND WIFE; HEATHER FOSTER SARAZEN AND GENE SARAZEN, III, WIFE AND HUSBAND; AND JOHN N. SIMONS AND JEANNE L. SIMONS, HUSBAND AND WIFE

WHEREAS, the City of Inver Grove Heights (City) is the Petitioner in a condemnation matter for the temporary and permanent easement rights required by the City relating to City Project No. **2015-03** (65th Street Roadway and Drainage and Utility Improvements between T.H. 3 and future Argenta Trail) and City Project No. **2018-03** (NWA Trunk Watermain Improvements 65th Street Loop Phase 4 of 2015-12 from Agate Trail to Future Argenta Trail Right-of Way).

WHEREAS, Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership; John N. Simons and Jeanne L. Simons, husband and wife; Francis Todd Foster and Karen Marie Foster, husband and wife and Heather Foster Sarazen and Gene Sarazen III, wife and husband (hereafter Landowner) is the Respondent in the condemnation matter.

WHEREAS, the City and Landowner seek to resolve and settle the condemnation matter under the terms and conditions of the Settlement Agreement attached hereto as **Exhibit A**.

WHEREAS, the salient terms and conditions of the attached Settlement Agreement are:

- The City will make payment to Landowner in the amount of \$185,000.

- The City has already deposited \$125,400 pursuant to the condemnation matter and the Landowner has withdrawn \$125,400. The remaining balance owed of \$59,600 (\$185,000 - \$125,400 = \$59,600) shall be paid by the City to Landowner within 10 days after the execution of the Settlement Agreement.
- Landowner waives any claim for interest on the \$185,000.
- Landowner waives any claim for attorneys fees.
- Landowner acknowledges receipt of the \$5,000 reimbursement made by the City for Landowners appraisal cost.
- Landowner agrees upon the City making the payment of \$59,600 to the Landowner, the City may proceed to file the final certificate in the condemnation matter.
- The City agrees that at its expense it will update the trunk sanitary sewer line extension plan into the Development Land (as defined in the Settlement Agreement) owned by Landowner.
- Landowner has the right to grade the Temporary Easement Area (as defined in the Temporary Construction Easement between the City and Landowner) should Landowner develop the Development Land during the term of the Temporary Easement.
- The City agrees that when Landowner develops the Development Land, the provisions of City Code Section 10-13J-5(D)(6) will be reasonably applied by the City in its review of the natural area/open space plan and stormwater management plan for the Development Land.
- In the preparation and review of a stormwater management plan for the Developed Land, the Landowner and the City shall explore opportunities for the Landowner, the City, the State and Dakota County to share the physical surface space and capacity of stormwater ponds without reducing the capacity needs or other requirements of the entities that require stormwater ponding.
- The City agrees that the developer and owner of Tax Parcel No. 20-00600-05-010 will be responsible only for one-half the costs of those segments of Agate Trail where the easterly right-of-way line of future Agate Trail coincides with the easterly boundary of Tax Parcel No. 20-00600-05-010.

WHEREAS, on May 13, 2019, the City levied a special assessment against property owned by Landowner for City Project No. 2015-03 in the principal amount of \$208,213.

WHEREAS, by way of the Settlement Agreement attached as Exhibit A, the City will agree to defer the payment of a special assessment for City Project No. 2015-03 under the terms and conditions of the Deferment Resolution attached hereto as **Exhibit B**, which includes the Landowner waiving any objection to the special assessment and appeal rights under Minn. Stat. § 429.081.

WHEREAS, the salient terms and conditions of the attached Deferment Resolution are:

- Payment of the principal amount of \$208,213 is deferred. This deferred amount shall not accrue interest during the deferral period.

- The deferment shall cease upon the occurrence of any of the following events or dates, whichever occurs first:
 - i. The Property is platted and a final plat is recorded; or
 - ii. The Property is subdivided within the meaning of Minn. Stat. § 462.352, Subd. 12; or
 - iii. The date of January 1, 2043 is reached.
- If the deferment ceases because the Property either (i) has been platted and a final plat has been recorded or (ii) has been subdivided within the meaning of Minn. Stat. § 462.352, Subd. 12, the deferred amount shall become payable and shall be collected pursuant to the following terms and conditions:
 - a. The principal amount previously deferred shall begin to accrue interest at the rate of 5.15% from January 1 of the year following the date the deferment ceased. The interest rate shall be 5.15% on the unpaid principal balance.
 - b. The principal amount previously deferred shall be payable in five (5) equal annual principal installments beginning in the calendar year following the date the deferment ceased.
 - c. The principal installments, together with accrued interest on the unpaid principal balance, shall be due and payable with real estate taxes over five (5) calendar years. The first calendar year for payment shall be the calendar year that follows the year when the deferment ceased.
- If the deferment ceases because the date of January 1, 2043 has been reached, the deferred amount shall become payable and shall be collected pursuant to the following terms and conditions:
 - a. The principal amount previously deferred shall begin to accrue interest at the rate of 5.15% from January 1, 2043. The interest rate shall be 5.15% on the unpaid principal balance.
 - b. The principal amount previously deferred shall be payable in five (5) equal annual principal installments beginning in 2043.
 - c. The principal installments, together with accrued interest on the unpaid principal balance, shall be due and payable with real estate taxes over five (5) calendar years. The first calendar year for payment shall be 2043.

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

1. The City approves the Settlement Agreement attached as Exhibit A and authorizes the Mayor and City Administrator and Deputy Clerk to sign the attached Settlement Agreement.

2. The City approves the Deferment Resolution attached as Exhibit B and authorizes the Mayor and City Administrator and Deputy Clerk to sign the attached Deferment Resolution.

Passed this 22nd day of July, 2019.

George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

EXHIBIT A
SETTLEMENT AGREEMENT

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

COURT FILE No. 19HA-CV-19-611

City of Inver Grove Heights,
a Minnesota municipal corporation,

Petitioner,

v.

SETTLEMENT AGREEMENT

Case Type: Condemnation

Ace in the Hole Real Estate Limited Partnership,
a Minnesota limited partnership;
Francis T. Foster; Heather F. Sarazen;
John N. Simons and Jeanne L. Simons,
husband and wife; State of Minnesota;
County of Dakota; and all other parties unknown
having any right, title or interest in the property
described in Petitioner's Petition,
together with the unknown heirs or devisees,
if any, of the parties that may be deceased,
and including unknown spouses, if any, and all others
claiming any interest in the property
described in Petitioner's Petition,

Respondents.

**IN THE MATTER OF CONDEMNATION OF TEMPORARY AND PERMANENT
EASEMENT RIGHTS FROM PRIVATE PROPERTY OWNERS,
LOCATED IN THE CITY OF INVER GROVE HEIGHTS, COUNTY OF DAKOTA,
MINNESOTA, AS REQUIRED FOR CITY PROJECT NO. 2015-03 – 65TH STREET
ROADWAY AND DRAINAGE AND UTILITY IMPROVEMENTS (BETWEEN T.H. 3
AND FUTURE ARGENTA TRAIL) AND CITY PROJECT NO. 2018-03 – NWA TRUNK
WATERMAIN IMPROVEMENTS – 65TH STREET LOOP (PHASE 4 OF 2015-12) FROM
AGATE TRAIL TO FUTURE ARGENTA TRAIL RIGHT-OF-WAY (65TH STREET
WATERMAIN IMPROVEMENTS)**

This **SETTLEMENT AGREEMENT** ("Settlement Agreement") is made, entered into and effective this 22nd day of July, 2019 by and between Landowner (as hereafter defined) and the City (as hereafter defined). 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 individually and collectively the following:

- Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership
- John N. Simons and Jeanne L. Simons, husband and wife
- Francis Todd Foster and Karen Marie Foster, husband and wife
- Heather Foster Sarazen and Gene Sarazen III, wife and husband

1.4 **Development Land.** “Development Land” means the three tax parcels located in the City of Inver Grove Heights, County of Dakota, State of Minnesota identified as follows and legally described on the attached **Exhibit A**:

- Tax Parcel 20-00600-05-010
- Tax Parcel 20-00600-25-015
- Tax Parcel 20-00600-52-011

1.5 **Assessed Parcel.** “Assessed Parcel” means the one parcel located in the City of Inver Grove Heights, County of Dakota, State of Minnesota identified as follows and legally described on the attached **Exhibit B**:

- Tax Parcel 20-00600-05-010

1.6 **Project.** “Project” means City Project No. 2015-03 (65th Street Roadway and Drainage Improvements).

1.7 **Condemnation Matter.** “Condemnation Matter” means the matter of City of Inver Grove Heights, a Minnesota municipal corporation (Petitioner) v. Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership; Francis T. Foster; Heather F. Sarazen; John N. Simons and Jeanne L. Simons, husband and wife; State of Minnesota; County of Dakota; and all other parties unknown having any right, title or interest in the property described in Petitioner’s Petition, together with the unknown heirs or devisees, if any, of the parties that may be deceased, and including unknown spouses, if any, and all others claiming any interest in the property described in Petitioner’s Petition (Respondents) filed as Dakota County District Court File No. 19HA-CV-19-611.

1.8 **Deferment Resolution.** “Deferment Resolution” means that certain resolution and certificate attached hereto as **Exhibit C** labeled *Resolution and Certificate Pursuant to Minnesota Statutes § 429.061, Subd. 2, Memorializing Deferment of Special Assessments by the*

City of Inver Grove Heights for Property Owned By Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership; Francis Todd Foster and Karen Marie Foster, husband and wife; Heather Foster Sarazen and Gene Sarazen III, wife and husband, and John N. Simons and Jeanne L. Simons, husband and wife.

ARTICLE 2

RECITALS

Recital No. 1. Landowner is the Respondent in the Condemnation Matter. The City is the Petitioner in the Condemnation Matter. By the Condemnation Matter, through use of the “quick-take procedure” under Minn. Stat. § 117.042, the City, by Court Order dated June 5, 2019, has acquired a permanent public street, roadway, highway, right-of-way, drainage and utility easement and a temporary construction easement.

Recital No. 2. By this Settlement Agreement, the parties seek to resolve and settle how much Landowner will be paid by the City for the easements acquired through the Condemnation Matter.

Recital No. 3. On May 13, 2019, the City levied a special assessment against the Assessed Parcel for the Project. The principal of the assessment was \$208,213.

Recital No. 4. By this Settlement Agreement, the City will agree to defer the payment of the special assessment under the condition and terms set forth in the Deferment Resolution.

Recital No. 5. Landowner will waive any objection to the special assessment and will waive any appeal rights under Minn. Stat. § 429.081.

ARTICLE 3

AGREEMENTS

3.1 Settlement of Condemnation Matter. With regard to the Condemnation Matter, Landowner and City agree that the rights, interest and claims of Landowner in the Condemnation Matter are fully settled by the City making payment to Landowner in the manner set forth below in the total amount of \$185,000. The City agrees to make payment of \$185,000 in the manner set forth below.

The City and Landowner shall stipulate that the Court appointed Commissioners in the Condemnation Matter shall make and file a Commissioners’ Award in the amount of \$185,000. Landowner and City waive any appeals from such Commissioners’ Award. By way of quick-take deposit under Minn. Stat. § 117.042, the City has already deposited \$125,400 and the Landowner has withdrawn \$125,400. The remaining balance owed of \$59,600 (\$185,000 - \$125,400 = \$59,600) shall be paid by the City to Landowner within 10 days after the execution of this Settlement Agreement.

Landowner waives any claim for interest on the \$185,000 including any claims for interest under Minn. Stat. § 117.195. Landowner waives any claim for attorneys fees, including any claims under Minn. Stat. § 117.031.

Pursuant to Minn. Stat. § 117.036, the City has already reimbursed Landowner the sum of \$5,000 for an appraisal obtained by Landowner. This payment of \$5,000 is not a part of the \$185,000 payment obligation owed by the City but is an addition thereto. Landowner acknowledges receipt of the \$5,000 reimbursement for the Landowner appraisal and Landowner hereby waives any claims for appraisal reimbursement including claims under Minn. Stat. § 117.036.

Landowner waives any objections and any appeals to the Court Orders entered in the Condemnation Matter that were filed prior to the date of the Settlement Agreement.

Landowner agrees that upon the City making the payment of \$59,600 to the Landowner, the City may proceed to file the final certificate in the Condemnation Matter pursuant to Minn. Stat. § 117.205.

3.2 Trunk Sanitary Sewer Study. The development of the Development Land will require the extension of City trunk sanitary sewer lines into the Development Land. In the past, the City has studied how the trunk lines may be extended. Due to other developments occurring on land surrounding or in proximity to the Development Land, Landowner and City agree that it is appropriate to update the trunk sewer line study in order to determine whether there are opportunities to reduce the costs of such trunk sanitary sewer line extensions. The City agrees that, at its expense, it will update the trunk sanitary sewer line extension plan into the Development Land and examine among other items the following:

- The depth and capacity of the extensions
- Whether a portion of the Development Land can be served with utilities from the City of Eagan
- Whether lateral line extensions rather than trunk line extensions can be used in certain instances
- The location of the trunk sanitary sewer lines
- An evaluation as to whether lift stations need to be used or can be eliminated
- The relationship of the Joint Powers Agreement with the city of Eagan to the utility requirements of the Development Land

The City shall complete the update no later than one year after the date of this Settlement Agreement. The City is responsible for the cost of the update.

3.3 Use of Temporary Construction Easement. Per the Condemnation Matter, the Temporary Construction Easement acquired by the City has a duration of approximately 18 months. If during the duration of the Temporary Construction Easement Landowner proceed to develop the Development Land, then the City will allow Landowner to grade the Temporary Easement Area (as defined in the Temporary Construction Easement) in a manner that would meet the grading plan for the development of the Development Land as approved by the City Council. In no event, however, shall Landowner be allowed to compromise or undermine any embankment

slopes or other slopes within the Temporary Easement Area or alter the Temporary Easement Area in any way that would de-stabilize the slopes established by the City.

3.4 Use of Stormwater Management Features for Open Space Requirements. The Development Land is within the Northwest Area Overlay District and is subject to the requirements of the Northwest Area Overlay District codified as City Code Sections 10-13J-1 through 10-13J-7. Under City Code Section 10-13J-5(D), an amount of land equal to 20% of the net developable area must be preserved as natural area/open space. Under City Code Section 10-13J-5(D)(6), up to 50% of designated required natural area/open space may be used for the location of stormwater management features subject to the approval of the City. Landowner anticipates that when it develops the Development Land it will request under City Code Section 10-13J-5(D)(6) that a portion of the designated required natural area/open space (but not more than 50% of such required natural area/open space) may be used for the location of stormwater management features. The timing of the development of the Development Land is uncertain. The Landowner seeks assurance that the provisions of City Code Section 10-13J-5(D)(6) will be available to Landowner at the time the Development Land is developed. The City agrees that when Landowner develops the Development Land, the provisions of City Code Section 10-13J-5(D)(6) will be reasonably applied by the City in its review of the natural area/open space plan and stormwater management plan for the Development Land.

3.5 Possibility of Shared Stormwater Ponds. In the preparation and review of a stormwater management plan for the Developed Land, the Landowner and the City shall explore opportunities for the Landowner, the City, the State and Dakota County to share the physical surface space and capacity of stormwater ponds without reducing the capacity needs or other requirements of the entities that require stormwater ponding.

3.6 Extension of Neighborhood Collector Street Agate Trail. Tax Parcel No. 20-00600-05-010 is part of the Development Land. Agate Trail is a neighborhood collector street that currently lies to the south and east of Tax Parcel No. 20-00600-05-010. It is anticipated that Agate Trail will be extended northerly through Tax Parcel No. 20-00600-05-010. If the City approved plat for Tax Parcel No. 20-00600-05-010 locates Agate Trail on the easterly boundary of Tax Parcel No. 20-00600-05-010 such that the easterly right-of-way line of future Agate Trail coincides with the easterly boundary of Tax Parcel No. 20-00600-05-010, the City agrees that the developer and owner of Tax Parcel No. 20-00600-05-010 will be responsible only for one-half the costs of those segments of Agate Trail where the easterly right-of-way line of future Agate Trail coincides with the easterly boundary of Tax Parcel No. 20-00600-05-010.

3.7 Deferment Resolution. With respect to the special assessment against Tax Parcel No. 20-00600-05-010 for the Project, the City agrees that within 30 days after execution of this Settlement Agreement, the City Council will pass the Deferment Resolution and record the Deferment Resolution with the Dakota County Recorder and file the Deferment Resolution with the Dakota County Auditor-Treasurer. With respect to the special assessment made the subject of the deferment resolution, Landowner hereby waives any assessment appeal under Minn. Stat. § 429.081.

ARTICLE 4 MISCELLANEOUS

4.1 Entire Agreement, Modification, Waiver, and Severability. This Settlement Agreement constitutes the entire agreement between the parties, and fully supersedes any and all prior or contemporaneous understandings, representations, warranties and agreements made by the parties hereto or their representatives pertaining to the subject matter hereof. No modifications of this Settlement Agreement shall be binding unless set forth in writing and signed by all of the parties hereto. If any provision of this Settlement Agreement is determined to be invalid or unenforceable, then, to the fullest extent possible, such clause or provision shall be deleted, and all of the remaining provisions of this Settlement Agreement shall remain in full force and effect.

4.2 Duration and Binding Effect. This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, agents, servants, employees, members, managers, governors, elected officials, contractors, officers, representatives, attorneys, predecessors and all affiliated companies, entities, divisions, subsidiaries, parent companies, sister companies, partners, joint ventures and corporations, and all parties who may claim under a party to this Settlement Agreement. The terms and provisions of this Settlement Agreement shall survive the execution and filing of the Final Certificate in the Condemnation Matter. This Settlement Agreement shall run with and be binding upon the Development Land and the Assessed Parcel.

4.3 Governing Law. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any suits or actions by any party regarding its validity, interpretation, or enforcement shall be venued in the Dakota County District Court, State of Minnesota. Dakota County District Court shall maintain jurisdiction over the enforcement of this Settlement Agreement.

4.4 Execution of Additional Documents. Each of the parties agrees to execute and deliver to the other party, as requested, any additional documents and/or instruments that may reasonably be determined as necessary to consummate this transaction.

4.5 Authorized Execution. Each person executing this Settlement Agreement represents that he or she has been duly authorized to execute this Settlement Agreement and bind the party on whose behalf he or she has executed this Settlement Agreement.

4.6 Acknowledgment, Knowing and Voluntary. Each of the undersigned parties has read this Settlement Agreement, knows its contents, and signs it as a free and voluntary act, having had an adequate opportunity to consider its terms and conditions. The parties hereby affirm and acknowledge that they have read this Settlement Agreement and have been advised to consult with an attorney prior to signing this Settlement Agreement.

4.7 Reliance. The parties represent to each other that no promise or inducement has been offered or made except as contained in this Settlement Agreement and that no statement or representation has been made by anyone except as contained in this Settlement Agreement.

4.8 No Presumption Against Drafting Party. The parties to this Settlement Agreement acknowledge that: (a) this Settlement Agreement and its reduction to final written form is the result of extensive good-faith negotiations among the parties through themselves and/or their respective legal counsel; (b) said parties and/or their legal counsel have carefully reviewed and examined this Settlement Agreement prior to execution; and (c) any statute, common law, or rule of construction which provides that ambiguities are to be resolved against the drafting party(ies) shall not be employed in the interpretation of this Settlement Agreement.

4.8 Obligations. The parties represent to each other that each will perform all duties and obligations of this Settlement Agreement and shall comply with every term and provision of this Settlement Agreement.

4.9 Counterparts. This Settlement Agreement may be executed in any number of counterparts, each of which, when so executed shall be deemed to be an original and the counterparts shall together constitute one and the same agreement.

4.10 Waiver. No waiver of any provision of this Settlement Agreement shall be binding unless it is in writing and executed by the parties hereto. No waiver of any of the provisions of this Settlement Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Settlement Agreement. The waiver by any party hereto of a breach of any provision of this Settlement Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

4.11 Recording. This Settlement Agreement may be recorded with the Dakota County Recorder's office.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of July, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
ACE IN THE HOLE REAL ESTATE LIMITED PARTNERSHIP

By: _____

Its: General Partner

STATE OF _____)

SS.

COUNTY OF _____)

On this ____ day of July, 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/she is a general partner of Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership, and that the foregoing instrument was executed on behalf of Ace in the Hole Real Estate Limited Partnership by authority of the partners of the limited partnership.

Notary Public

LANDOWNER:

Francis Todd Foster

Karen Marie Foster

STATE OF _____)

_____)

COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me this _____ day of July, 2019, by Francis Todd Foster and Karen Marie Foster, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

LANDOWNER:

Heather Foster Sarazen

Gene Sarazen, III

STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me this ____ day of July, 2019, by Heather Foster Sarazen and Gene Sarazen, III, wife and husband, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

LANDOWNER:

John N. Simons

Jeanne L. Simons

STATE OF _____)
)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me this ____ day of July, 2019, by John N. Simons and Jeanne L. Simons, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

This instrument 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
DEVELOPMENT LAND

20-00600-05-010:

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

The West One-half of the Northeast Quarter (W-1/2 of NE-1/4) of Section Six (6), Township Twenty-seven (27), Range Twenty-two (22), except the North 400 feet of the West 668.65 feet thereof, according to the Government Survey thereof, Dakota County, Minnesota.

Except

Parcel 14A of Minnesota Department of Transportation Right of Way Map 19-59.

Abstract Property

20-00600-25-015:

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

20-00600-25-015 and 26-011()*

The East one-half of the Northwest Quarter (E $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section Six (6), Township Twenty-seven (27), Range Twenty-two (22).

20-00600-52-011:

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

The North 21.50 acres of that part of the East one-half of the Southwest one-quarter (E $\frac{1}{2}$ of SW $\frac{1}{4}$) of Section Six (6), Township Twenty-seven (27), Range Twenty-two (22), lying easterly of the center line of Sun Fish Lake Road.

EXHIBIT B
ASSESSED PARCEL

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

The West One-half of the Northeast Quarter (W-1/2 of NE-1/4) of Section Six (6), Township Twenty-seven (27), Range Twenty-two (22), except the North 400 feet of the West 668.65 feet thereof, according to the Government Survey thereof, Dakota County, Minnesota.

Except

Parcel 14A of Minnesota Department of Transportation Right of Way Map 19-59.

Abstract Property

EXHIBIT C
DEFERMENT RESOLUTION

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

RESOLUTION NO. _____

**RESOLUTION AND CERTIFICATE PURSUANT TO
MINNESOTA STATUTES § 429.061, SUBD. 2,
MEMORIALIZING DEFERMENT OF SPECIAL ASSESSMENT
BY THE CITY OF INVER GROVE HEIGHTS FOR PROPERTY
OWNED BY ACE IN THE HOLE REAL ESTATE LIMITED PARTNERSHIP, A
MINNESOTA LIMITED PARTNERSHIP; FRANCIS TODD FOSTER AND KAREN
MARIE FOSTER, HUSBAND AND WIFE; HEATHER FOSTER SARAZEN AND GENE
SARAZEN, III, WIFE AND HUSBAND; AND JOHN N. SIMONS AND JEANNE L.
SIMONS, HUSBAND AND WIFE**

WHEREAS, Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership; Francis Todd Foster and Karen Marie Foster, husband and wife; Heather Foster Sarazen and Gene Sarazen, III, wife and husband; and John N. Simons and Jeanne L. Simons, husband and wife (“Landowners”) own certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Dakota County Property Tax Parcel Number 20-00600-05-010 and legally described as shown in Exhibit A attached hereto (the “Property”).

WHEREAS, with respect to Project No. 2015-03 - 65th Street Roadway and Drainage Improvements (the “Project”), the City specially assessed the Property pursuant to Minnesota Statutes Chapter 429.

WHEREAS, on May 13, 2019, by Council Resolution, the City levied a \$208,213 principal special assessment against the Property for the benefit received from the Project, together with interest at the rate of 5.15%.

WHEREAS, the Property has the possibility to be platted, subdivided and further improved.

WHEREAS, the City has determined to defer \$208,213 of the total principal special assessment of \$208,213, together with a deferment of interest, pursuant to the terms of the deferral described below.

WHEREAS, Minnesota Statutes § 429.061, Subd. 2, provides a procedure whereby a city may levy special assessments against benefited property, but defer payment of certain amounts of

special assessments because the property is unimproved and can be further platted, subdivided and improved.

WHEREAS, Minnesota Statutes § 429.061, Subd. 2 specifically provides that if special assessments have been deferred, then the City shall record with the county recorder a certificate containing the legal description of the affected property and the amount of the deferred special assessment.

NOW THEREFORE, the City Council of Inver Grove Heights does hereby resolve, certify and memorialize for recording the following:

1. Upon due notice and after hearing, on May 13, 2019, the City Council, acting pursuant to Minnesota Statutes Chapter 429, levied a special assessment for the Project in the original principal amount of \$208,213 against benefited property, identified as Dakota County Property Tax Parcel Number 20-00600-05-010, and legally described in Exhibit A, which is attached hereto and made a part hereof (herein referred to as the "Property").
2. The Council determines that the Property is unimproved within the meaning of Minn. Stat. § 429.061, Subd. 2 and that the assessments are subject to the deferral.
3. The City Council does hereby defer payment of \$208,213 of the principal special assessment pursuant to the following terms and conditions:
 - a. Payment of the principal amount of \$208,213 is hereby deferred. This deferred amount shall not accrue interest during the deferral period.
 - b. The deferment shall cease upon the occurrence of any of the following events or dates, whichever occurs first:
 - i. The Property is platted and a final plat is recorded; or
 - ii. The Property is subdivided within the meaning of Minn. Stat. § 462.352, Subd. 12; or
 - iii. The date of January 1, 2043 is reached.
4. If the deferment ceases because the Property either (i) has been platted and a final plat has been recorded or (ii) has been subdivided within the meaning of Minn. Stat. § 462.352, Subd. 12, the deferred amount shall become payable and shall be collected pursuant to the following terms and conditions:
 - a. The principal amount previously deferred shall begin to accrue interest at the rate of 5.15% from January 1 of the year following the date the deferment ceased. The interest rate shall be 5.15% on the unpaid principal balance.

- b. The principal amount previously deferred shall be payable in five (5) equal annual principal installments beginning in the calendar year following the date the deferment ceased.
 - c. The principal installments, together with accrued interest on the unpaid principal balance, shall be due and payable with real estate taxes over five (5) calendar years. The first calendar year for payment shall be the calendar year that follows the year when the deferment ceased.
5. If the deferment ceases because the date of January 1, 2043 has been reached, the deferred amount shall become payable and shall be collected pursuant to the following terms and conditions:
- a. The principal amount previously deferred shall begin to accrue interest at the rate of 5.15% from January 1, 2043. The interest rate shall be 5.15% on the unpaid principal balance.
 - b. The principal amount previously deferred shall be payable in five (5) equal annual principal installments beginning in 2043.
 - c. The principal installments, together with accrued interest on the unpaid principal balance, shall be due and payable with real estate taxes over five (5) calendar years. The first calendar year for payment shall be 2043.

Pursuant to Minnesota Statutes § 429.061, Subd. 2, this Resolution and Certificate shall be recorded with the Dakota County Recorder.

Passed this 22nd day of July, 2019.

George Tourville, Mayor

Attest:

Joe Lynch, City Administrator and Deputy Clerk

This instrument was drafted by:

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

After recording, please return to:

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

The West One-half of the Northeast Quarter (W-1/2 of NE-1/4) of Section Six (6), Township Twenty-seven (27), Range Twenty-two (22), except the North 400 feet of the West 668.65 feet thereof, according to the Government Survey thereof, Dakota County, Minnesota.

Except

Parcel 14A of Minnesota Department of Transportation Right of Way Map 19-59.

Abstract Property

EXHIBIT B
DEFERMENT RESOLUTION

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

RESOLUTION NO. _____

**RESOLUTION AND CERTIFICATE PURSUANT TO
MINNESOTA STATUTES § 429.061, SUBD. 2,
MEMORIALIZING DEFERMENT OF SPECIAL ASSESSMENT
BY THE CITY OF INVER GROVE HEIGHTS FOR PROPERTY
OWNED BY ACE IN THE HOLE REAL ESTATE LIMITED PARTNERSHIP, A
MINNESOTA LIMITED PARTNERSHIP; FRANCIS TODD FOSTER AND KAREN
MARIE FOSTER, HUSBAND AND WIFE; HEATHER FOSTER SARAZEN AND GENE
SARAZEN, III, WIFE AND HUSBAND; AND JOHN N. SIMONS AND JEANNE L.
SIMONS, HUSBAND AND WIFE**

WHEREAS, Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership; Francis Todd Foster and Karen Marie Foster, husband and wife; Heather Foster Sarazen and Gene Sarazen, III, wife and husband; and John N. Simons and Jeanne L. Simons, husband and wife (“Landowners”) own certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Dakota County Property Tax Parcel Number 20-00600-05-010 and legally described as shown in Exhibit A attached hereto (the “Property”).

WHEREAS, with respect to Project No. 2015-03 - 65th Street Roadway and Drainage Improvements (the “Project”), the City specially assessed the Property pursuant to Minnesota Statutes Chapter 429.

WHEREAS, on May 13, 2019, by Council Resolution, the City levied a \$208,213 principal special assessment against the Property for the benefit received from the Project, together with interest at the rate of 5.15%.

WHEREAS, the Property has the possibility to be platted, subdivided and further improved.

WHEREAS, the City has determined to defer \$208,213 of the total principal special assessment of \$208,213, together with a deferment of interest, pursuant to the terms of the deferral described below.

WHEREAS, Minnesota Statutes § 429.061, Subd. 2, provides a procedure whereby a city may levy special assessments against benefited property, but defer payment of certain amounts of special assessments because the property is unimproved and can be further platted, subdivided and improved.

WHEREAS, Minnesota Statutes § 429.061, Subd. 2 specifically provides that if special assessments have been deferred, then the City shall record with the county recorder a certificate containing the legal description of the affected property and the amount of the deferred special assessment.

NOW THEREFORE, the City Council of Inver Grove Heights does hereby resolve, certify and memorialize for recording the following:

1. Upon due notice and after hearing, on May 13, 2019, the City Council, acting pursuant to Minnesota Statutes Chapter 429, levied a special assessment for the Project in the original principal amount of \$208,213 against benefited property, identified as Dakota County Property Tax Parcel Number 20-00600-05-010, and legally described in Exhibit A, which is attached hereto and made a part hereof (herein referred to as the "Property").
2. The Council determines that the Property is unimproved within the meaning of Minn. Stat. § 429.061, Subd. 2 and that the assessments are subject to the deferral.
3. The City Council does hereby defer payment of \$208,213 of the principal special assessment pursuant to the following terms and conditions:
 - a. Payment of the principal amount of \$208,213 is hereby deferred. This deferred amount shall not accrue interest during the deferral period.
 - b. The deferment shall cease upon the occurrence of any of the following events or dates, whichever occurs first:
 - i. The Property is platted and a final plat is recorded; or
 - ii. The Property is subdivided within the meaning of Minn. Stat. § 462.352, Subd. 12; or
 - iii. The date of January 1, 2043 is reached.
4. If the deferment ceases because the Property either (i) has been platted and a final plat has been recorded or (ii) has been subdivided within the meaning of Minn. Stat. § 462.352, Subd. 12, the deferred amount shall become payable and shall be collected pursuant to the following terms and conditions:
 - a. The principal amount previously deferred shall begin to accrue interest at the rate of 5.15% from January 1 of the year following the date the deferment ceased. The interest rate shall be 5.15% on the unpaid principal balance.
 - b. The principal amount previously deferred shall be payable in five (5) equal annual principal installments beginning in the calendar year following the date the deferment ceased.
 - c. The principal installments, together with accrued interest on the unpaid principal balance, shall be due and payable with real estate taxes over five (5)

calendar years. The first calendar year for payment shall be the calendar year that follows the year when the deferment ceased.

5. If the deferment ceases because the date of January 1, 2043 has been reached, the deferred amount shall become payable and shall be collected pursuant to the following terms and conditions:
 - a. The principal amount previously deferred shall begin to accrue interest at the rate of 5.15% from January 1, 2043. The interest rate shall be 5.15% on the unpaid principal balance.
 - b. The principal amount previously deferred shall be payable in five (5) equal annual principal installments beginning in 2043.
 - c. The principal installments, together with accrued interest on the unpaid principal balance, shall be due and payable with real estate taxes over five (5) calendar years. The first calendar year for payment shall be 2043.

Pursuant to Minnesota Statutes § 429.061, Subd. 2, this Resolution and Certificate shall be recorded with the Dakota County Recorder.

Passed this 22nd day of July, 2019.

George Tourville, Mayor

Attest:

Joe Lynch, City Administrator and Deputy Clerk

This instrument was drafted by:

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

After recording, please return to:

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

The West One-half of the Northeast Quarter (W-1/2 of NE-1/4) of Section Six (6), Township Twenty-seven (27), Range Twenty-two (22), except the North 400 feet of the West 668.65 feet thereof, according to the Government Survey thereof, Dakota County, Minnesota.

Except

Parcel 14A of Minnesota Department of Transportation Right of Way Map 19-59.

Abstract Property

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Loyal Order of Moose Lodge 1088, 5927 Concord Blvd. – Application for Licensed Premises Permit

Meeting Date: July 22, 2019

Item Type: Regular

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 resolution approving application of the Loyal Order of Moose Lodge 1088 for a Licensed Premises Permit.

SUMMARY:

The Loyal Order of Moose Lodge 1088 submitted an application a Licensed Premises Permit. The Gambling Manager, Darrell Peerboom, has been provided a copy of the local gambling ordinance and believes their organization will comply with the ordinance. He has submitted all fees associated and underwent the necessary background investigation. The Police Department completed their background investigation of the applicant and found nothing to exclude them from obtaining a license.

Staff recommends approval of the application for a Licensed Premises Permit.

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

RESOLUTION NO. ____

**RESOLUTION APPROVING THE APPLICATION OF
LOYAL ORDER OF MOOSE LODGE 1088
FOR A LICENSED PREMISES PERMIT TO CONDUCT
LAWFUL PURPOSE GAMBLING AT
5927 CONCORD BOULEVARD, INVER GROVE HEIGHTS, MINNESOTA**

WHEREAS, Minnesota Statutes require premises on which lawful gambling is conducted to be licensed by the Minnesota Charitable Gambling Control Board, and

WHEREAS, Loyal Order of Moose Lodge 1088 has submitted an of Lawful Gambling Premises Permit at Loyal Order of Moose Lodge 1088, 5927 Concord Boulevard, Inver Grove Heights, and

WHEREAS, the City of Inver Grove Heights has conducted the required background investigation on the application which has not developed any facts that would constitute the basis for denial,

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Inver Grove Heights, County of Dakota, State of Minnesota, hereby approves the application for a lawful gambling premises permit at Loyal Order of Moose Lodge 1088, located at 5927 Concord Boulevard, Inver Grove Heights, subject to compliance with the provisions of the City's Gambling Ordinance or Minnesota Statutes relating to charitable gambling.

FURTHER, to direct staff to forward a copy of this resolution to the Minnesota Charitable Gambling Control Board.

Passed by the City Council of Inver Grove Heights this 22nd day of July, 2019.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Joe Lynch, Interim City Clerk/City Administrator

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

August 5th special hearing for license revocation

Meeting Date:	July 22, 2019		Fiscal/FTE Impact:
Item Type:	Consent Agenda	X	None
Contact:	Melissa Chiodo, Chief of Police		Amount included in current budget
Prepared by:	Melissa Chiodo, Chief of Police		Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Request for a special meeting on August 5th, 2019 at 1730 hours to discuss the revocation of a massage license issued by the city.

SUMMARY

The Police Department received a complaint of inappropriate conduct occurring at Herb Spa, which is located at 9086 Buchanan Tr. in Inver Grove Heights and licensed by the city. An investigation led to the arrest and charging of the owner for various criminal acts.

3-2-10: REVOCATION, DENIAL OR SUSPENSION OF LICENSE:

A. Grounds: A license issued or to be issued by the city may be denied, suspended or revoked by the council for any of the following causes:

1. Fraud, misrepresentation, or incorrect statement contained in the application for license, or made in carrying on the licensed activity.
2. Conviction of any crime or misdemeanor pertaining to the license held or for which applied.
3. Conducting such licensed activity in such manner as to constitute a breach of the peace, or a menace to the health, safety and welfare of the public, or a disturbance of the peace or comfort of the residents of the city, upon recommendation of the public health authorities or other appropriate city official.
4. Expiration or cancellation of any required bond or insurance, or failure to notify the city within a reasonable time of changes in the terms of the insurance or the carrier.
5. Actions authorized or beyond the scope of the license granted.
6. Violation of any regulation or provisions of this code applicable to the activity for which the license has been granted, or any regulation or law of the state so applicable.
7. Failure to continuously comply with all conditions required as precedent to the approval of the license. (1974 Code § 1005.21)

B. Hearing: No license may be suspended or revoked until after a hearing is granted to the licensee; such hearing to be held before the city council upon due notice to the licensee stating the time and place of such hearing, together with a statement of the violation alleged to be the cause for the revocation or suspension of the license. (1974 Code § 1005.23)

The owner was served with notice of the hearing date/time/location on 7-19-19.