

## INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, August 26, 2019 at 7:00 p.m.

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PRESENTATIONS**

Fire Safety Commendation

**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.** Minutes from the August 12, 2019 City Council Meeting

**B.** Disbursements for Period Ending August 20, 2019

**C.** Consider Approval of Proposal from WSB Inc. for Heritage Village Park

**D.** Consider Final Pay Request No. 6 to Pember Companies for the Heritage Village Park Dog Park Improvements

**E.** Consider Pay Application No. 9 for Fire Station No. 2

**F.** Consider Approval of Change Orders 4, 5, and 6 for Fire Station No. 2

**G.** Consider Authorizing Fire Chief to Proceed with Purchase of Furniture, Fixtures, and Equipment, per Accepted Budget for City Project No. 2014-10, Fire Station No. 2 New Construction

**H.** Consider Setting Special Meeting Dates

**I.** Consider Pay Voucher No. 2 for City Project No. 2015-03 – 65<sup>th</sup> Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 – NWA Trunk Watermain Improvements, 65<sup>th</sup> Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane

**J.** Consider Pay Voucher No. 1 for City Project No. 2018-09D – Atwater Path Pavement Replacement, City Project No. 2018-09F – 55<sup>th</sup> Street and 55<sup>th</sup> Street Court Reconstruction, and City Project No. 2017-07, EVP Site Borrow Placement

**K.** Consider Approving Custom Grading Agreement and Storm Water Facilities Maintenance Agreement (SWFMA) for 1975 96<sup>th</sup> Street

**L.** Resolution Accepting Professional Engineering Services Proposal (IPO 35) from Kimley-Horn and Associates, Inc. for City Project No. 2016-09G – 60<sup>th</sup> Street, 62<sup>nd</sup> Street and Bacon Avenue Improvements

**M.** ISD #199 – Approve Improvement Agreement, Stormwater Facilities Maintenance Agreement, and Drainage, Utility and Stormwater Ponding Easement for Pine Bend Elementary Improvements, 9875 Inver Grove Trail

**N.** Consider a Resolution Receiving Petition for City Project No. 2019-09D – 64<sup>th</sup> Street Area Improvements



- O.** Resolution Accepting Professional Engineering Services Proposal from Bolton & Menk for City Project No. 2019-09D – 64<sup>th</sup> Street Area Improvements
- P.** Approve Proposal for Additional Professional Services for Feasibility Study for City Project No. 2016-19 – 65<sup>th</sup> Street between Trunk Highway 3 and Babcock Trail

**Q.** 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.** Alcohol Compliance Check Failures

**7. REGULAR**

***ADMINISTRATION***

- A.** Consider Request for Drkula's Bowl to Extend the Premise of the Existing Liquor License Sales Area to a Designated Outdoor Area, September 5, 2019 to September 7, 2019

***COMMUNITY DEVELOPMENT***

- B.** Kyle Hannah – Case No. 19-29V – Consider a Resolution relating to a Variance to allow a detached accessory building within the front yard setback for property located at 1808 63<sup>rd</sup> Street. Tabled from August 12.
- C.** Gateway Christian Church – Case No. 19-31PDA – Consider an Amendment to the Arbor Pointe PUD Ordinance to allow churches as an allowed use in the CSC, Community Shopping Center District.
- D.** United Properties – Case No. 19-28PDA – Consider a Preliminary and Final PUD Amendment and Amendment to the Development Contract for Inverpoint Business Park located between Hwy 55 and Courthouse Boulevard Court, west of Barnes Avenue.
- E.** Consider a Resolution Modifying the Permitted Contractor Hours for Construction Relating to the CHS Parking Deck Improvements at 5500 Cenex Drive in Inver Grove Heights (Case No. 19-15PR)
- F.** Abatement and Removal Agreement for Fire Damaged Structure Located at 9185 Inver Grove Trail
- G.** Consider a Resolution Conditionally Approving Contract with Frattalone Companies for Demolition and Removal of Fire-Damaged Structure, Debris, and Abandoned Septic Tank on Property Located at 9185 Inver Grove Trail

**8. EXECUTIVE SESSION – CLOSED DOOR**

None

**9. MAYOR AND COUNCIL COMMENTS**

**10. ADJOURN**

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

Please contact Joe Lynch, City Administrator/Interim Deputy Clerk, at 651.450.2511 or [jlynch@invergroveheights.org](mailto:jlynch@invergroveheights.org).

**INVER GROVE HEIGHTS CITY COUNCIL MEETING MINUTES**  
**MONDAY, AUGUST 12, 2019 - 7:00 p.m.**

**1. CALL TO ORDER**

The City Council of Inver Grove Heights met in regular session on Monday, August 12, 2019, in the City Council Chambers. The Pledge of Allegiance was recited along with Conner S. from Boy Scout Troop 507 in Inver Grove Heights. Mayor Tourville called the meeting to order at 7:00 p.m.

**2. ROLL CALL**

Present were: Councilmembers Piekarski-Krech, Bartholomew, Perry, and Dietrich; City Administrator/Interim Deputy Clerk Lynch, City Attorney Kuntz, Community Development Director Rand, Parks and Recreation Director Carlson, City Planner Hunting, and Public Works Director Thureen.

**3. PRESENTATIONS**

There were no presentations.

**4. CONSENT AGENDA**

- A. Minutes from the July 22, 2019 City Council Meeting.
- B. Disbursements for Period Ending August 7, 2019. **Resolution 19-133.**
- C. Consider Pay Request No. 1 – Heritage Village Park Phase II, City Project No. 2017-07.
- D. Consider Declaration of Property for Heritage Village Park (SG-04273).
- E. Consider Approval of Proposal from McKinstry for a City Facilities Operations Plan.
- F. Consider Pay Request Nos. 1 and 2 for North Valley Pickleball Court Project.
- G. Consider Change Order Nos. 2 and 3 for Fire Station No. 2, City Project No. 2014-10.
- H. Consider Pay Voucher No 8 for Fire Station No. 2, City Project No. 2014-10.
- I. Consider Approval of the 2019-2020 Collective Bargaining Agreement Between the City of Inver Grove Heights and American Federation of State, County, and Municipal Employees (AFSCME), Local 1065, Council 5, AFL-CIO.
- J. Consider **Resolution 19-134** Approving School Resource Officer Contract.
- K. Consider Pay Voucher No. 13 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 – VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.
- L. Consider Pay Voucher No. 1 for City Project No. 2019-09B – Seal Coat.
- M. Consider **Resolution 19-135** Accepting Proposals for Consultant Construction Services from Emmons & Olivier Resources Inc. and Bolton & Menk, Inc. for the Scenic Hills Development, Phase 1 (Suite Living Senior Care Facility).
- N. Consider **Resolution 19-136** Establishing Parking Restrictions in the Intersection of 51st Street and Brent Avenue.
- O. Item 4O was moved to Regular Agenda Item 7B.
- P. Consider a **Resolution 19-137** Receiving Petition, Ordering Feasibility Study, Ordering Assessment Benefit Analysis, and Ordering Geotechnical Investigation for 60th Street, 62nd Street and Bacon Avenue Improvements, City Project No. 2016-09G.
- Q. Consider a **Resolution 19-138** Ordering Feasibility Study and Assessment Benefit Analysis for City Project No. 2019-09D – 64th Street Area Improvement.
- R. Consider **Resolution 19-139** Approving a Special Assessment Deferral for City Project No. 2018-09F – 55th Street and 55th Court Reconstruction.
- S. Approve Custom Grading Agreement and Agreements Related to 1565 82nd Street (NE ¼ of the NW ¼ of Section 18, Township 27, Range 22, Dakota County, Minnesota).
- T. Approve Revisions to Personnel Policies 1-6A-12-1A through 1-6A-12-1D and 1-6A-7E Regarding Vacation Leave and 1-6A-12-3 Regarding Funeral Leave; and Authorize Implementation and Application of Changes as they Relate to Benefits for All Eligible City Staff.

**U. Personnel Actions.**

**Motion by Bartholomew, seconded by Perry to approve the Consent Agenda.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**5. PUBLIC COMMENT**

Georgia Mueller, 2591 80<sup>th</sup> Street, stated her concern about the turnover of fitness instructors at the Grove, especially Yoga instructors. She asked if enough money was being budgeted for instructors pay.

Mayor Tourville stated a letter was received by the Council listing the concerns. He asked Parks and Recreation Director Carlson to come back before the Council with an update on this topic.

Parks and Recreation Director Carlson stated a meeting was held earlier this evening with 6-8 members to try to dispel some of the rumors. Staff is paid within the market range of other community centers. He stated he would meet with those in attendance for further discussion out in the lobby.

Councilmember Piekarski-Krech asked if there was a recruitment issue with obtaining instructors. Parks and Recreation Director Carlson responded there are recruitment issues with all staff at times due to a tight job market.

Kathy Fischer, AFSCME Union President of Local 1065, stated the AFSCME Contract was approved and thanked City Administrator Joe Lynch for his involvement in the 2019-2020 negotiations. The negotiations team appreciated his commitment, input, understanding, and willingness to be engaged. Ms. Fischer also thanked Janet Shefchik for her participation in the 2019-2020 negotiations.

**6. PUBLIC HEARING:**

**A. Consider the Application of a Temporary One to Four Day Liquor License for the Church of St. Patrick for the Premises Located at 3535 72nd Street E., Inver Grove Heights.**

City Administrator Lynch stated St. Patrick's Church is applying for a temporary liquor license for their fall festival taking place on September 14<sup>th</sup> and 15<sup>th</sup>. Notice was published in the July 28<sup>th</sup> 2019 issue of the Southwest Review. Staff recommends approval.

**Motion by Piekarski-Krech, seconded by Perry to close the Public Hearing at 7:11 p.m.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**Motion by Piekarski-Krech, seconded by Perry to approve the Application of a Temporary One to Four Day Liquor License for the Church of St. Patrick for the Premises Located at 3535 72nd Street E., Inver Grove Heights.**

**Ayes: 5**

**Nays: 0      Motion carried.**

## **7. REGULAR AGENDA**

### ***COMMUNITY DEVELOPMENT***

- A. Kyle Hannah – Case No. 19-29V – Consider a Resolution relating to a Variance to allow a detached accessory building within the front yard setback for property located at 1808 63rd Street. Resolution 19-140.**

City Planner Allan Hunting stated the request is for a variance to construct a 576 square foot detached garage on an existing farmstead located at 1808 63<sup>rd</sup> Street. The setback is twenty-one feet from the current property line. The required setback along Babcock Trail is forty feet. He stated there is a non-conformity with the existing house and there is no other detached or attached garages on the property. Staff was concerned with the non-conformity of the twenty-one-foot setback. The proposed garage is at sixteen and one-half feet, bringing it closer to Babcock Trail than the house. Staff suggests a variance be approved at the same setback as the house. The Planning Commission recommended approval as presented. He stated Staff believes there is ample room to get the garage to fit and meet the setback. Staff supports a variance but believes the variance should be at a greater distance from Babcock than proposed. The applicant was not in attendance for questions.

Councilmember Piekarski-Krech asked how close the proposed garage would be to the house and why it was not attached. City Planner Hunting responded it was approximately six feet or more and thought it was not attached due to layout and age of the home.

Councilmember Bartholomew asked if the history of the road easement was known and if the property lost space as a result. Planner Hunting responded additional right-of-way was taken when the lot was a part of the Salem Hills Farm plat. Councilmember Bartholomew commented the original homestead did not encroach and was not a non-conformity until the easement was increased. Planner Hunting agreed.

Mayor Tourville suggested tabling the item until the next regular meeting. The suggestion to the applicant would be to be in attendance and that the variance be the same for the house and garage.

**Motion by Piekarski-Krech, seconded by Dietrich to table the item until the next regular meeting in August, Case No. 19-29V – to Consider a Resolution relating to a Variance to allow a detached accessory building within the front yard setback for property located at 1808 63rd Street. Resolution 19-140.**

**Ayes: 5**

**Nays: 0      Motion carried.**

### ***PUBLIC WORKS***

- B. Consider Receiving the Blaine Avenue/Seidl's Lake Park Pedestrian Crossing Study, City Project No. 2019-03**

Public Works Director Scott Thureen discussed the results of an authorized study that was completed due to concerns raised about park improvements for Seidl's Lake Park. WSB and Associates were hired in May to investigate possible locations for a crosswalk on Blaine Avenue along with vehicle counts and speeds.

Gus Perron, WSB and Associates, discussed the study area along Seidl's Lake Park from Bloomberg to Boatman Streets stating counts were collected during a five-day range via cameras for pedestrian volume and tube counts for speeds and vehicular volumes. The peak number of crossings for an entire day was 30. He stated the recommendation is for a 20 pedestrian per hour rate and falls short. Bisset Lane had 30 weekday crossings and 18 weekend crossings and it does not meet the volume guidance to install a painted pedestrian cross walk. He commented the crossings could be enhanced with signing.

Mr. Perron indicated that 85% of the traffic was traveling at 36 miles per hour with some over 45 miles per hour. After discussion with the Public Works Director it was decided that one plan could be striping the roadway.

He discussed options such as bump outs or curb extensions and recommended placing one at each end and possibly one in the center. He stated for pedestrian crossings there is sidewalk on the north side. There is a private walk along the townhomes leading out to Bisset Lane that could be a point source and looked into further. For accessibility needs it is suggested placing a pedestrian curb ramp along the north and south side. He stated installing a bump out at Bisset Lane would reduce the width of the roadway and could reduce speeds and pedestrian exposure by reducing the size of the crossing. He stated a dynamic display with speeds listed is another way to raise awareness and has good effects on reducing speeds.

Councilmember Piekarski-Krech asked how a bump out works and what it does for traffic configuration. Mr. Perron responded the bump out has a curb coming out into the roadway and then is tapered inward. A pedestrian ramp can be located within. A benefit to striping the roadway brings the curb out and narrows the road bringing speeds down. He stated there is parking on one side, the bump outs could be larger on that side than the other side, or the bump outs could be located on only one side of the road.

Councilmember Perry asked for the dates the study was done. Mr. Perron responded the first set of information was collected for Bisset Lane on May 31<sup>st</sup>. June 1<sup>st</sup> was the weekend count. Boatman Lane was done on June 7<sup>th</sup> and 8<sup>th</sup>. One study was done before school was let out and the other after. Crossing volume during the weekday at Boatman was zero with midblock having two. Bisset Lane, before school let out, had 29 crossings with midblock having 11 crossings. He stated the time of day and video for Bisset Lane could be looked into if that was something the Council was interested in.

Councilmember Perry stated the playground equipment was installed this week and could result in different numbers. Mr. Perron responded they wanted to get preliminary numbers to see if improvements could be installed along with the park improvements. Now that improvements at the park have been made, they may reevaluate the counts.

Councilmember Perry commented the speed sign is a temporary fix. When she lived in the area the sign was out a couple of times and once removed the speeding picked back up. Mr. Perron responded another option would be extra enforcement.

Mayor Tourville asked about those not using the crosswalks. Mr. Perron responded it is only illegal to cross a road between two traffic signal-controlled intersections. Any intersection is a legal crosswalk, every pedestrian has a right to cross at those intersections. Vehicles are legally obligated to stop/yield, it does not need to be striped. He stated that people can cross midblock, but the vehicle has the right of way. He commented a marked crosswalk was what they were trying to establish, but those locations are technically crosswalks today.

Mayor Tourville asked if anything could be done immediately, such as signage, to give a reminder of the playground nearby. Mr. Perron responded there are experimental fixes that could include a study and recording speeds. He stated planters could be placed to mimic what a bump out would be like. Numbers could be evaluated to see if a stop sign would be needed. He stated striping would define the traveled path.

Ed Colon, 4879 Bitterman Path, appreciated the information received from the Public Works Department and WSB. He stated his concern is with the 15% of drivers who drove faster than 36 miles per hour. Over five days there were 393 vehicles exceeding 40 miles per hour in front of the park. Fifty-one exceeded 46 miles per hour. He stated in April he spoke with Sonja Piper, Pedestrian Safety Specialist at MnDOT. She recommended bump outs and a dynamic speed sign. He requested one of those options in addition to marking the lanes. He requested having two dynamic speed signs and asked about the cost. Mr. Perron responded they would need to look at the directions of traffic to see if one or two were needed. Cost is based on size and message on the sign but could cost approximately \$2,000 or more for one.

Mr. Colon commented that due to speeding, Police monitoring would be helpful and requested their presence in the area.

Mayor Tourville suggested having pedestrian crossing signs similar to those on Cahill by Arbor Pointe Park. Public Works Director Thureen responded those could be done.

Councilmember Piekarski-Krech asked if the State helps with temporary measures. Mr. Colon responded this is doable. He asked for attention on 49<sup>th</sup> and Blaine where speeds are also significant. He stated he would be willing to help with education.

Public Works Director Thureen stated they are waiting to stripe until the development is finished with driveway projects. He commented that he would contact MnDOT. He stated temporary measures were done on Blaine by Gertens before something more permanent was put in place. He stated he would get more data and work with Mr. Perron about signage.

Councilmember Piekarski-Krech suggested trying the speed trailer to see if it makes a difference. Another study could be done afterwards.

Mayor Tourville stated school would be starting soon and asked if there were any bus stops in the area. Mr. Perron stated parking should be limited within the devices to allow for better sight lines. Public Works Director Thureen stated he would meet with Mr. Perron and then get back to the Council with an update.

Mr. Perron recommended speeds be measured to quantify the effectiveness if going with something temporary.

**Motion by Bartholomew, seconded by Perry to receive the Blaine Avenue/Seidl's Lake Park Pedestrian Crossing Study, City Project No. 2019-03.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**8. EXECUTIVE SESSION – CLOSED DOOR**

None

**9. MAYOR AND COUNCIL COMMENTS**

Mayor Tourville stated that he attended a District 3 and 2 Congressional Meeting today in Bloomington to discuss Interstate projects. One topic was the Argenta and 494 study and interchange.

Councilmember Perry stated the last food truck event takes place on Wednesday, August 14<sup>th</sup> from 4:30 to 7:00 p.m. at Rich Valley Park.

Mayor Tourville stated the comfort station at 111<sup>th</sup> Street for the Mississippi River Trail takes place on Thursday. People can meet at Pine Bend School between 5:00-5:30 p.m. and bike over. Ribbon cutting takes place at 6:00 p.m. The Chief Medicine Bottle Monument has been found and will be installed on the trail soon.

**10. ADJOURN:**

**Motion by Dietrich, seconded by Perry to adjourn the meeting at 8:11 p.m.**

**Ayes: 5**

**Nays: 0      Motion carried.**

Minutes prepared by Recording Clerk Sheri Yourczek

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: August 26, 2019  
 Item Type: Consent  
 Contact: Shannon Battles 651-450-2488  
 Prepared by: Bill Schroepfer, Accountant  
 Reviewed by: N/A

**Fiscal/FTE Impact:**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input type="checkbox"/>            | None                               |
| <input checked="" type="checkbox"/> | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input type="checkbox"/>            | Other                              |

**PURPOSE/ACTION REQUESTED**

Approve the attached resolution approving disbursements for the period of August 8, 2019 to August 20, 2019.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending August 20, 2019. The detail of these disbursements is attached to this memo.

|                                 |                              |
|---------------------------------|------------------------------|
| General & Special Revenue       | \$123,028.10                 |
| Debt Service & Capital Projects | 1,897,384.85                 |
| Enterprise & Internal Service   | 208,902.25                   |
| Escrows                         | 6,279.53                     |
|                                 | <hr/>                        |
| Grand Total for All Funds       | <u><u>\$2,235,594.73</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 August 8, 2019 to August 20, 2019 and the listing of disbursements requested for approval.



**DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING August 20, 2019**

**WHEREAS**, a list of disbursements for the period ending August 20, 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       | \$123,028.10                 |
| Debt Service & Capital Projects | 1,897,384.85                 |
| Enterprise & Internal Service   | 208,902.25                   |
| Escrows                         | 6,279.53                     |
| Grand Total for All Funds       | <u><u>\$2,235,594.73</u></u> |

Adopted by the City Council of Inver Grove Heights this 26th day of August, 2019.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Joe Lynch, Interim Deputy Clerk



City of Inver Grove Heights

# Expense Approval Report

By Fund

Payment Dates 08/08/2019 - 08/20/2019

| Vendor Name                              | Payable Number         | Post Date  | Description (Item)             | Account Number        | Amount            |
|------------------------------------------|------------------------|------------|--------------------------------|-----------------------|-------------------|
| ASPEN MILLS                              | 241021                 | 08/14/2019 | 55077IGHPD                     | 101.42.4000.421.60045 | 989.00            |
| ASPEN MILLS                              | 241367                 | 08/14/2019 | 55077IGHPD                     | 101.42.4000.421.60045 | 239.00            |
| ASPEN MILLS                              | 241524                 | 08/14/2019 | 55077IGHPD                     | 101.42.4000.421.60045 | 61.95             |
| ASPEN MILLS                              | 241525                 | 08/14/2019 | 55077IGHPD                     | 101.42.4000.421.60045 | 149.40            |
| COLLINS ELECTRICAL CONST.                | 1932005.01             | 08/14/2019 | 7/30/19                        | 101.43.5200.443.40046 | 289.85            |
| COMPASS MINERALS AMERICA INC.            | 475879                 | 08/14/2019 | 7/26/19                        | 101.43.5200.443.60016 | 1,603.77          |
| COMPASS MINERALS AMERICA INC.            | 476350                 | 08/14/2019 | 7/27/19                        | 101.43.5200.443.60016 | 22,674.69         |
| COMPASS MINERALS AMERICA INC.            | 476356                 | 08/14/2019 | 7/27/19                        | 101.43.5200.443.60016 | 6,538.80          |
| COMPASS MINERALS AMERICA INC.            | 476482                 | 08/14/2019 | 7/29/19                        | 101.43.5200.443.60016 | 14,625.73         |
| CULLIGAN                                 | 7/31/19 157-98459100-6 | 08/14/2019 | 157-98459100-6                 | 101.42.4200.423.60045 | 137.13            |
| CULLIGAN                                 | 7/31/19 157-98459118-8 | 08/14/2019 | 157-98459118-8                 | 101.42.4200.423.60065 | 71.65             |
| DAKOTA COMMUNICATIONS CENTER             | IG2019-09              | 08/14/2019 | SEPTEMBER 2019                 | 101.42.4000.421.70502 | 50,680.50         |
| DAKOTA COMMUNICATIONS CENTER             | IG2019-09              | 08/14/2019 | SEPTEMBER 2019                 | 101.42.4200.423.70502 | 6,740.50          |
| DAKOTA CTY PROP TAXATION & RECORDS       | 8/1/19                 | 08/14/2019 | 7/18/19                        | 101.45.0000.3413000   | 506.00            |
| EYEMED                                   | AUGUST 2019            | 08/14/2019 | AUGUST 2019                    | 101.203.2032700       | 232.47            |
| FIRSTSCRIBE                              | 2481441                | 08/14/2019 | 198507                         | 101.43.5100.442.40044 | 250.00            |
| GFOA                                     | 7/29/19 0162001        | 08/14/2019 | 0162001                        | 101.41.2000.415.50070 | 250.00            |
| HEALTHEAST MEDICAL TRANSPORTATION        | 19-32267               | 08/14/2019 | 7/20/19                        | 101.42.4000.421.30700 | 88.40             |
| HILLYARD INC                             | 603527502              | 08/14/2019 | 274086                         | 101.42.4200.423.60011 | 47.54             |
| INNOVATIVE OFFICE SOLUTIONS              | SUM-048792             | 08/14/2019 | S28777                         | 101.41.1100.413.60070 | 404.29            |
| INNOVATIVE OFFICE SOLUTIONS              | SUM-048792             | 08/14/2019 | S28777                         | 101.43.5100.442.60040 | 152.40            |
| INNOVATIVE OFFICE SOLUTIONS              | SUM-048792             | 08/14/2019 | S28777                         | 101.45.3000.419.60010 | 241.62            |
| KENISON, TERRI                           | JULY 2019              | 08/14/2019 | JULY 2019                      | 101.42.4200.423.30700 | 850.00            |
| KIESLER POLICE SUPPLY, INC               | IN108781               | 08/14/2019 | L73524                         | 101.42.4000.421.60018 | 181.00            |
| KIESLER POLICE SUPPLY, INC               | IN109256               | 08/14/2019 | L73524                         | 101.42.4000.421.60018 | 15.00             |
| LEAGUE OF MN CITIES                      | 297070                 | 08/12/2019 | 8/1/19                         | 101.42.4000.421.50080 | 300.00            |
| LOCAL GOVERNMENT INFORMATION SYSTEM (L   | 47442                  | 08/14/2019 | 111541                         | 101.42.4200.423.30700 | 2,962.50          |
| LOCAL GOVERNMENT INFORMATION SYSTEM (L   | 47393                  | 08/14/2019 | 106325                         | 101.42.4000.421.70501 | 1,923.00          |
| LOCAL GOVERNMENT INFORMATION SYSTEM (L   | 47402                  | 08/14/2019 | 111541                         | 101.42.4200.423.30700 | 469.00            |
| MADISON NATIONAL LIFE INSURANCE COMPANY  | 1353993                | 08/14/2019 | GROUP #012439 AUGUST 2019      | 101.203.2031700       | 2,844.43          |
| MADISON NATIONAL LIFE INSURANCE COMPANY  | 1353993                | 08/14/2019 | GROUP #012439 AUGUST 2019      | 101.41.1100.413.20630 | (15.98)           |
| METROPOLITAN COUNCIL                     | JULY 2019              | 08/14/2019 | JULY 2019                      | 101.41.0000.3414000   | (546.70)          |
| MINNESOTA DEPARTMENT OF HUMAN SERVICES   | INV0089622             | 08/16/2019 | JOEL JACKSON FEIN/TAXPAYER     | 101.203.2032100       | 306.89            |
| MINNESOTA DEPARTMENT OF HUMAN SERVICES   | INV0089623             | 08/16/2019 | NEAL ST. ONGE FEIN/TAXPAYER    | 101.203.2032100       | 178.58            |
| MINNESOTA DEPARTMENT OF HUMAN SERVICES   | INV0089625             | 08/16/2019 | JOHN VERDEJA FEIN/TAXPAYER     | 101.203.2032100       | 1,036.08          |
| MN DEPT OF REVENUE                       | INV0089633             | 08/16/2019 | LEVY - ANDREW BRAVO            | 101.203.2031900       | 87.70             |
| MN GLOVE & SAFETY, INC.                  | 315512                 | 08/14/2019 | CTINVE                         | 101.45.3300.419.60045 | 79.98             |
| MN LIFE INSURANCE CO                     | AUGUST 2019            | 08/14/2019 | POLICY #0027324                | 101.203.2030900       | 3,421.35          |
| MN LIFE INSURANCE CO                     | AUGUST 2019            | 08/14/2019 | POLICY #0027324                | 101.41.1100.413.20620 | 36.13             |
| PINE BEND PAVING, INC.                   | 19-376                 | 08/14/2019 | 7/31/19                        | 101.43.5200.443.60016 | 425.55            |
| SENSIBLE LAND USE COALITION              | 200004593              | 08/14/2019 | 8/12/19                        | 101.41.1100.413.50080 | 48.00             |
| SENSIBLE LAND USE COALITION              | 200004593              | 08/14/2019 | 8/12/19                        | 101.45.3000.419.50080 | 48.00             |
| SHERWIN-WILLIAMS                         | 2064-3                 | 08/14/2019 | 6682-5453-5                    | 101.43.5200.443.60016 | 56.71             |
| STREAMLINE DESIGN INC                    | 39381                  | 08/14/2019 | 7/30/19                        | 101.42.4200.423.60045 | 77.00             |
| TEXAS STATE DISBURSEMENT UNIT            | INV0089621             | 08/16/2019 | ANDREW BRAVO FEIN/TAXPAYEF     | 101.203.2032100       | 401.13            |
| TRANSLANGUAGES LLC                       | 190717                 | 08/14/2019 | 7/19/19                        | 101.42.4000.421.50020 | 492.92            |
| TYLER TECHNOLOGIES, INC                  | 025-267046 B           | 08/14/2019 | 41443                          | 101.41.2000.415.40044 | 50.00             |
| UNIFIRST CORPORATION                     | 090 0498667            | 08/14/2019 | 1051948                        | 101.43.5200.443.60045 | 45.99             |
| UNIFIRST CORPORATION                     | 090 0498667            | 08/14/2019 | 1051948                        | 101.44.6000.451.60045 | 25.05             |
| <b>Fund: 101 - GENERAL FUND</b>          |                        |            |                                |                       | <b>122,774.00</b> |
| RIVER HEIGHTS CHAMBER OF COMMERCE        | 10089                  | 08/14/2019 | 5/29/19                        | 201.44.1600.465.50025 | 250.00            |
| <b>Fund: 201 - C.V.B. FUND</b>           |                        |            |                                |                       | <b>250.00</b>     |
| INNOVATIVE OFFICE SOLUTIONS              | SUM-048792             | 08/14/2019 | S28777                         | 205.44.6200.453.60065 | (29.10)           |
| MADISON NATIONAL LIFE INSURANCE COMPANY  | 1353993                | 08/14/2019 | GROUP #012439 AUGUST 2019      | 205.44.6200.453.20630 | 22.32             |
| MN LIFE INSURANCE CO                     | AUGUST 2019            | 08/14/2019 | POLICY #0027324                | 205.44.6200.453.20620 | 10.88             |
| <b>Fund: 205 - COMMUNITY CENTER</b>      |                        |            |                                |                       | <b>4.10</b>       |
| METROPOLITAN COUNCIL                     | JULY 2019              | 08/14/2019 | JULY 2019                      | 404.217.2170000       | 54,670.00         |
| <b>Fund: 404 - SEWER CONNECTION FUND</b> |                        |            |                                |                       | <b>54,670.00</b>  |
| JORGENSEN CONSTRUCTION INC.              | PAY APP #8             | 08/14/2019 | CITY PROJECT NO. 2019-09B      | 434.42.4200.423.80200 | 661,960.00        |
| <b>Fund: 434 - 2014 IMPROVEMENT FUND</b> |                        |            |                                |                       | <b>661,960.00</b> |
| BARR ENGINEERING COMPANY                 | 23191381.00-13         | 08/14/2019 | CITY PROJECT 2017-17           | 437.73.5900.737.30300 | 638.00            |
| DAHN CONSTRUCTION                        | PAY REQUEST #1         | 08/14/2019 | CITY PROJECT NO. 2017-07       | 437.44.5900.737.80300 | 395,096.45        |
| MCNAMARA CONTRACTING INC                 | PAY VO. NO. 13         | 08/14/2019 | CITY PROJECT 2015-09D, 2017-21 | 437.44.5900.737.80300 | 33,249.15         |
| <b>Fund: 437 - 2017 IMPROVEMENT FUND</b> |                        |            |                                |                       | <b>428,983.60</b> |
| MCNAMARA CONTRACTING INC                 | PAY VO. NO. 13         | 08/14/2019 | CITY PROJECT 2015-09D, 2017-21 | 438.42.4200.423.80300 | 1,238.60          |
| SRF CONSULTING GROUP, INC                | 10970.01-12            | 08/14/2019 | 2018-08                        | 438.42.4200.423.30300 | 2,156.75          |
| SRF CONSULTING GROUP, INC                | 10970.02-9             | 08/14/2019 | 1/31/19                        | 438.42.4200.423.30300 | 891.15            |
| <b>Fund: 438 - 2018 IMPROVEMENT FUND</b> |                        |            |                                |                       | <b>4,286.50</b>   |

| Vendor Name                                 | Payable Number        | Post Date  | Description (Item)             | Account Number        | Amount            |
|---------------------------------------------|-----------------------|------------|--------------------------------|-----------------------|-------------------|
| T. A. SCHIFSKY & SONS, INC.                 | PAY REQUEST #1 AND #2 | 08/14/2019 | CITY PROJECT NO 2019-11        | 439.44.5900.739.80300 | 174,325.00        |
| T. A. SCHIFSKY & SONS, INC.                 | PAY REQUEST #1 AND #2 | 08/14/2019 | CITY PROJECT NO 2019-11        | 439.44.5900.739.80300 | 67,108.95         |
| <b>Fund: 439 - 2019 IMPROVEMENT FUND</b>    |                       |            |                                |                       | <b>241,433.95</b> |
| BOLTON & MENK, INC.                         | 0235272               | 08/14/2019 | T18.117400                     | 440.74.5900.740.30300 | 2,767.00          |
| BOLTON & MENK, INC.                         | 0235275               | 08/14/2019 | T18.116599                     | 440.74.5900.740.30300 | 2,932.00          |
| KIMLEY-HORN & ASSOCIATES, INC.              | 13981724              | 08/14/2019 | 160509021.3                    | 440.74.5900.740.30300 | 2,524.71          |
| KIMLEY-HORN & ASSOCIATES, INC.              | 14133349              | 08/12/2019 | 160509021.3                    | 440.74.5900.740.30300 | 188.16            |
| MCNAMARA CONTRACTING INC                    | PAY VO. NO. 13        | 08/14/2019 | CITY PROJECT NO. 2015-09D, 201 | 440.74.5900.740.80300 | 164,993.22        |
| PEARSON BROTHERS, INC.                      | PAY VO. NO. 1         | 08/14/2019 | CITY PROJECT NO. 2019-09B      | 440.74.5900.740.40046 | 321,373.21        |
| RANI ENGINEERING, LLC                       | 18582                 | 08/14/2019 | 6/12/19                        | 440.74.5900.740.30300 | 1,252.50          |
| <b>Fund: 440 - PAVEMENT MANAGEMENT PROJ</b> |                       |            |                                |                       | <b>496,030.80</b> |
| BOLTON & MENK, INC.                         | 0235273               | 08/14/2019 | R18.114763                     | 446.74.5900.746.30300 | 6,365.00          |
| BOLTON & MENK, INC.                         | 0235274               | 08/14/2019 | T18.108658                     | 446.74.5900.746.30300 | 625.00            |
| JOHN M. MCGRANE                             | 198507                | 08/14/2019 | 198507                         | 446.74.5900.746.30700 | 1,200.00          |
| <b>Fund: 446 - NW AREA</b>                  |                       |            |                                |                       | <b>8,190.00</b>   |
| BARR ENGINEERING COMPANY                    | 23190218.00-279       | 08/14/2019 | 7/31/19                        | 451.75.5900.751.30700 | 1,805.00          |
| <b>Fund: 451 - HOST COMMUNITY FUND</b>      |                       |            |                                |                       | <b>1,805.00</b>   |
| COMO LUBE & SUPPLIES                        | 656543                | 08/14/2019 | 100395                         | 454.43.5500.446.40025 | 25.00             |
| <b>Fund: 454 - LANDFILL ABATEMENT</b>       |                       |            |                                |                       | <b>25.00</b>      |
| CITY OF BLOOMINGTON                         | 1900202               | 08/14/2019 | 8/1/19                         | 501.50.7100.512.30700 | 420.00            |
| CORE & MAIN LP                              | K918612               | 08/14/2019 | 099872                         | 501.50.7100.512.60016 | 253.17            |
| CORE & MAIN LP                              | K938697               | 08/14/2019 | 099872                         | 501.50.7100.512.40043 | 78.00             |
| CORE & MAIN LP                              | K942419               | 08/14/2019 | 099872                         | 501.50.7100.512.40043 | 739.72            |
| GLENN LAWN CARE                             | 2056                  | 08/14/2019 | 0002                           | 501.50.7100.512.30700 | 1,168.75          |
| GOPHER STATE ONE-CALL                       | 9070481               | 08/14/2019 | MN00435                        | 501.50.7100.512.30700 | 985.50            |
| HAWKINS, INC.                               | 4550037               | 08/14/2019 | 108816                         | 501.50.7100.512.60019 | 639.80            |
| MADISON NATIONAL LIFE INSURANCE COMPANY     | 1353993               | 08/14/2019 | GROUP #012439 AUGUST 2019      | 501.50.7100.512.20630 | 10.38             |
| MN LIFE INSURANCE CO                        | AUGUST 2019           | 08/14/2019 | POLICY #0027324                | 501.50.7100.512.20620 | 7.14              |
| <b>Fund: 501 - WATER UTILITY FUND</b>       |                       |            |                                |                       | <b>4,302.46</b>   |
| FLEXIBLE PIPE TOOL COMPANY                  | 23891                 | 08/14/2019 | 7/30/19                        | 502.51.7200.514.40042 | 147.50            |
| MADISON NATIONAL LIFE INSURANCE COMPANY     | 1353993               | 08/14/2019 | GROUP #012439 AUGUST 2019      | 502.51.7200.514.20630 | 4.45              |
| METROPOLITAN COUNCIL                        | 0001099195            | 08/14/2019 | 5084                           | 502.51.7200.514.40015 | 163,794.63        |
| <b>Fund: 502 - SEWER UTILITY FUND</b>       |                       |            |                                |                       | <b>163,946.58</b> |
| ADVANCED GRAPHIX, INC.                      | 202397                | 08/14/2019 | 8/6/19                         | 603.00.5300.444.80700 | 165.50            |
| ARROW PEST CONTROL                          | 8/7/19                | 08/14/2019 | 8/7/19                         | 603.00.5300.444.40040 | 72.85             |
| BATTERIES PLUS-WSP                          | P14675624             | 08/14/2019 | C-1034                         | 603.00.5300.444.40041 | 2.99              |
| C.J. SPRAY, INC.                            | 3134643               | 08/14/2019 | 109206                         | 603.00.5300.444.40041 | 344.69            |
| CUMMINS INC.                                | E4-57562              | 08/14/2019 | 21070                          | 603.00.5300.444.40041 | 241.58            |
| DIAMOND MOWERS INC                          | 0163341-IN            | 08/14/2019 | 0122904                        | 603.00.5300.444.40041 | 570.87            |
| FACTORY MOTOR PARTS COMPANY                 | 1-Z18991              | 08/14/2019 | 10799                          | 603.00.5300.444.40040 | 470.52            |
| GRAINGER                                    | 9245784989            | 08/14/2019 | 806460150                      | 603.00.5300.444.60012 | 63.96             |
| GRAINGER                                    | 95253368741           | 08/14/2019 | 806460150                      | 603.00.5300.444.60012 | 9.36              |
| HOSE / CONVEYORS INC                        | 00081881              | 08/14/2019 | CIT300                         | 603.00.5300.444.40041 | 30.68             |
| INVER GROVE FORD                            | 6294541/2             | 08/14/2019 | 7/25/19                        | 603.00.5300.444.40041 | 87.66             |
| LITESYS INC                                 | 15541                 | 08/14/2019 | 7/23/19                        | 603.00.5300.444.40041 | 469.54            |
| MANSFIELD OIL COMPANY                       | 538513                | 08/14/2019 | 23866-01-538513                | 603.140.1450060       | 5,192.54          |
| MANSFIELD OIL COMPANY                       | 538516                | 08/14/2019 | 23866-02-538516                | 603.140.1450060       | 9,523.80          |
| MANSFIELD OIL COMPANY                       | 540832                | 08/14/2019 | 23866-01-540832                | 603.140.1450060       | 1,073.63          |
| METRO JANITORIAL SUPPLY INC                 | 11015108              | 08/14/2019 | 7/31/19                        | 603.00.5300.444.40065 | 839.97            |
| MID CITY SERVICES, INC.                     | 109364                | 08/14/2019 | 8/2/19                         | 603.00.5300.444.40065 | 48.00             |
| MIDWEST LIFT WORKS LLC                      | 2222                  | 08/14/2019 | 7/23/19                        | 603.00.5300.444.40040 | 786.52            |
| MIDWEST LIFT WORKS LLC                      | 2223                  | 08/14/2019 | 7/26/19                        | 603.00.5300.444.40040 | 450.00            |
| MOBILE RADIO ENGINEERING INC                | D5001                 | 08/14/2019 | 60447                          | 603.00.5300.444.40041 | 757.95            |
| MTI DISTRIBUTING CO                         | 1225900-00            | 08/14/2019 | 91180                          | 603.00.5300.444.40041 | 77.49             |
| MTI DISTRIBUTING CO                         | 1225878-00            | 08/14/2019 | 91180                          | 603.00.5300.444.40041 | 93.61             |
| MTI DISTRIBUTING CO                         | 1225876-00            | 08/14/2019 | 91180                          | 603.00.5300.444.40041 | 936.70            |
| MTI DISTRIBUTING CO                         | 1227436-00            | 08/14/2019 | 91180                          | 603.00.5300.444.40041 | 127.32            |
| MTI DISTRIBUTING CO                         | 1227463-00            | 08/14/2019 | 91180                          | 603.00.5300.444.40041 | (93.61)           |
| NORTH AMERICAN TRAILER SALES                | 0304145958            | 07/24/2019 | 10095                          | 603.00.5300.444.40041 | 281.93            |
| NORTH AMERICAN TRAILER SALES                | 0304146151            | 08/14/2019 | 10095                          | 603.00.5300.444.40041 | 109.81            |
| NORTH AMERICAN TRAILER SALES                | 0304146223            | 08/14/2019 | 10095                          | 603.00.5300.444.40041 | 1.56              |
| NORTHERN EXPOSURE ROOFING & SHEET MET/      | 7/23/19               | 08/14/2019 | 7/23/19                        | 603.00.5300.444.40040 | 255.00            |
| NORTHLAND CHEMICAL CORP                     | 3498                  | 08/14/2019 | 6/5/19                         | 603.00.5300.444.60012 | 119.34            |
| O' REILLY AUTO PARTS                        | 1767-415925           | 08/14/2019 | 1578028                        | 603.00.5300.444.40041 | 16.12             |
| O' REILLY AUTO PARTS                        | 1767-416495           | 08/14/2019 | 1578028                        | 603.00.5300.444.40041 | 5.67              |
| O' REILLY AUTO PARTS                        | 17674-416506          | 08/14/2019 | 1578028                        | 603.00.5300.444.40041 | 6.20              |
| O' REILLY AUTO PARTS                        | 1767-416744           | 08/14/2019 | 1578028                        | 603.140.1450050       | 15.80             |
| O' REILLY AUTO PARTS                        | 1767-416747           | 08/14/2019 | 1578028                        | 603.140.1450050       | 47.40             |
| O' REILLY AUTO PARTS                        | 1767-417880           | 08/14/2019 | 1578028                        | 603.00.5300.444.40041 | 44.41             |
| POMP'S TIRE SERVICE, INC.                   | 980061118             | 08/14/2019 | 4502557                        | 603.00.5300.444.60014 | 340.00            |
| POMP'S TIRE SERVICE, INC.                   | 980061222             | 08/14/2019 | 4502557                        | 603.00.5300.444.60014 | 136.00            |
| SHEL'S AUTO ELECTRIC                        | 7/29/19               | 08/14/2019 | 7/29/19                        | 603.00.5300.444.40041 | 145.00            |
| TITAN MACHINERY                             | 1053542               | 08/14/2019 | 6239910                        | 603.00.5300.444.40041 | 6,616.42          |
| TRENCHERS PLUS, INC.                        | IT96272               | 08/14/2019 | R03634                         | 603.00.5300.444.40041 | 390.17            |
| UNIFIRST CORPORATION                        | 090 0498667           | 08/14/2019 | 1051948                        | 603.00.5300.444.40065 | 168.72            |
| UNIFIRST CORPORATION                        | 090 0498667           | 08/14/2019 | 1051948                        | 603.00.5300.444.60045 | 35.35             |

| Vendor Name                          | Payable Number     | Post Date  | Description (Item)           | Account Number        | Amount              |
|--------------------------------------|--------------------|------------|------------------------------|-----------------------|---------------------|
| WORLD FUEL SERVICES                  | 109487217149-41801 | 08/14/2019 | 112741                       | 603.140.1450050       | 115.50              |
| WORLD FUEL SERVICES                  | 109496937865-41801 | 08/14/2019 | 112741                       | 603.00.5300.444.40041 | 138.10              |
| WORLD FUEL SERVICES                  | 109720514333-41801 | 08/14/2019 | 112741                       | 603.140.1450050       | 1,304.87            |
| ZARNOTH BRUSH WORKS                  | 0176396-IN         | 08/14/2019 | INV1669                      | 603.140.1450050       | 1,138.80            |
| <b>Fund: 603 - CENTRAL EQUIPMENT</b> |                    |            |                              |                       | <b>33,776.29</b>    |
| INNOVATIVE OFFICE SOLUTIONS          | SUM-048792         | 08/14/2019 | S28777                       | 604.00.2200.416.60005 | 1,064.94            |
| INNOVATIVE OFFICE SOLUTIONS          | SUM-048792         | 08/14/2019 | S28777                       | 604.00.2200.416.60010 | 1,113.48            |
| US BANK EQUIPMENT FINANCE, INC.      | 391314218          | 08/14/2019 | 923425                       | 604.00.2200.416.40050 | 3,066.00            |
| <b>Fund: 604 - CENTRAL STORES</b>    |                    |            |                              |                       | <b>5,244.42</b>     |
| LONE OAK COMPANIES                   | 8/9/19             | 08/14/2019 | UTILITY BILLING              | 605.00.7500.460.50035 | 1,557.50            |
| <b>Fund: 605 - CITY FACILITIES</b>   |                    |            |                              |                       | <b>1,557.50</b>     |
| MATRIX COMMUNICATIONS, INC.          | 214916             | 08/14/2019 | 6330                         | 606.00.1400.413.30700 | 75.00               |
| <b>Fund: 606 - TECHNOLOGY FUND</b>   |                    |            |                              |                       | <b>75.00</b>        |
| BARR ENGINEERING COMPANY             | 23190328.17-18     | 08/14/2019 | PROJECT REVIEWS              | 702.229.2285702       | 121.50              |
| BARR ENGINEERING COMPANY             | 23190328.18-15     | 08/14/2019 | 2018 PROJECT REVIEWS         | 702.229.2306802       | 632.81              |
| BARR ENGINEERING COMPANY             | 23190328.19-4      | 08/14/2019 | IGH 2019 PROJECT REVIEWS AND | 702.229.2283203       | 1,177.02            |
| BOLTON & MENK, INC.                  | 0235276            | 08/14/2019 | T18.116815                   | 702.229.2292502       | 400.00              |
| EMMONS & OLIVIER RESOURCES           | 00095-0063-1       | 08/14/2019 | 00095-0063                   | 702.229.2282003       | 1,697.50            |
| KAMISH EXCAVATING                    | 7537 CONCORD BLVD  | 08/14/2019 | CITY PROJECT 2017-07         | 702.229.2283603       | 1,500.00            |
| WENCK ASSOCIATES, INC.               | 11904475           | 08/14/2019 | B3619-0009                   | 702.229.2283403       | 750.70              |
| <b>Fund: 702 - ESCROW FUND</b>       |                    |            |                              |                       | <b>6,279.53</b>     |
| <b>Grand Total</b>                   |                    |            |                              |                       | <b>2,235,594.73</b> |

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**Consider Approval of Proposal from WSB Inc. for Heritage Village Park**

Meeting Date: August 26, 2019  
 Item Type: Regular Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by:

**Fiscal/FTE Impact:**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input type="checkbox"/>            | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input checked="" type="checkbox"/> | Other                              |

**PURPOSE/ACTION REQUESTED**

Recommend hiring WSB Inc. in an amount not to exceed \$89,500 to develop final plans for the Heritage Village Park playground area and the restroom/shelter building. Funding for the work is recommended from the Park Acquisition and Development Fund (Fund 402).

**SUMMARY**

The next phase of development planned for Heritage Village Park is to consider the addition of:

- Inclusive play structure
- Restroom and shelter
- Landscaping, site amenities, miscellaneous work around the playground/shelter
- Historical interpretation (being worked on separately by a subcommittee of the PRAC)

To that end, WSB Inc. in cooperation with Alliance Architects has submitted a proposal in the amount not to exceed \$89,500 to complete the required work which includes:

- Final design, construction documents and bidding of the park improvements
- Final design, construction documents and bidding of the restroom/shelter

The Commission established the following members to serve on the sub-committee that will oversee the process:

- Chair Sethre
- Commissioner Schwanz
- Commissioner Freer
- Commissioner Barker

As the Council is aware, to be able to advance the next phase of development we must identify funding sources. We are working with potential partners to secure the necessary funding. Currently the estimated cost for this phase of development is approximately \$2,100,000. The Commission is recommending approval on a 6-2 vote.

**Anticipated Schedule**

|                       |                                                               |
|-----------------------|---------------------------------------------------------------|
| August 14, 2019       | PRAC review/approval of RFP for professional services         |
| August 26, 2019       | City Council review/approval of RFP for professional services |
| January/February 2020 | Bid project                                                   |
| March 2020            | Award project                                                 |
| April – July 2020     | Construction                                                  |
| August 2020           | Ribbon cutting                                                |

### **Future Improvements (Potential)**

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

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



August 12, 2019

Mr. Eric Carlson  
Parks and Recreation Director  
City of Inver Grove Heights  
8055 Barbara Avenue East  
Inver Grove Heights, MN 55076

Re: Professional Services Proposal – Heritage Village Park Inclusive Playground Site  
Improvements Final Design

Dear Mr. Carlson:

I am pleased to submit this letter proposal on behalf of WSB & Associates, Inc. (WSB) to the City of Inver Grove Heights (City) to complete professional consulting services for the development of the Inclusive Playground Site Improvements at Heritage Village Park.

#### **PROJECT UNDERSTANDING**

It is our understanding that this project is to include the final design, bidding and construction of the Heritage Village Park Phase inclusive playground and surrounding site improvements. This will consist of all hardscape around the inclusive play container, including walkways, seating, retaining walls, bench covered shelters, and picnic shelter building with restroom facility. These construction documents will be based off preliminary design development plans for the inclusive playground developed in early 2019 by WSB, Flagship Recreation, the City of Inver Grove Heights, and an inclusive playground steering committee.

#### **SCOPE OF SERVICES**

- A. Programming / Design Development:** WSB shall confirm the scope of work with the City to carry forward into the construction documents at a project start up meeting and develop initial programming considerations for this phase of the project. The design development process will include revised layouts, design themes, materials and methods of construction, integration of historical and theming elements, and programming. The design development process will include the following:
- a. **Playground Design:** Attend up to two (2) meetings with the city, Flagship and the steering committee to develop and finalize the overall playground design, site design, and building design.
  - b. **Building Design:** Alliance Architects (Paul Anderson) will work with the city and stakeholders to develop programming and design of site buildings to be coordinated by WSB to include an open-air picnic shelter with attached restroom facility that can two mini shelters along the playground. The buildings will be designed to fit with the overall heritage theme of the site, playground and Swing Bridge site. Alliance will include materials, sizes, etc. with preliminary construction costs to determine which elements, if any, to carry into final design and implementation.
  - c. **Site Design:** WSB will further develop site plans that will be refined as the building and playground design progresses and ensure a suitable theming effort tying the playground, building and site together with historical theming aspects.

- d. **Historical:** Attend up to two (2) meetings with the city and historical society contacts to ensure integration of historical components are achieved through the site and building design. Actual sign panels and elements are assumed to be designed and/or provided by the city's historical society contacts.
- B. Marketing Materials:** WSB will utilize 3-D capabilities to develop realistic images of the proposed inclusive playground with the surrounding site walks, site features, landscaping, and the proposed buildings for use in preparation of marketing materials. The marketing materials can be used by the steering committee for fund raising efforts and for use by the City to highlight the park development and raise project awareness. WSB will obtain support documents for the proposed playground and building to integrate into the site design files for a comprehensive view of the project area. Up to three (3) views of the project area will be provided.
- C. Additional Services:** Services other than those listed in the Scope of Services above and requested and authorized in writing by the City. These services shall be billed on an hourly basis according to the current Hourly Rate Schedule at the time of request.

#### **ASSUMPTIONS AND EXCLUSIONS**

The scope of services includes the following assumptions and exclusions related to the project fees.

- A. Environmental oversight concerning previous site contamination issues will be conducted separately by the City's environmental consultant (Braun Intertec). If the presence of contamination is found during any excavations or construction work, this may result in extra costs for further investigation, management and disposal, as required. If contamination is found in areas designated for a storm water BMP, infiltration at the BMP will not be allowed and further redesign may be necessary, at an additional cost. If vapor risks are present, the inclusion of vapor barriers under utility trench areas may be necessary to reduce vapor risks and migration.
- B. Bidding and construction administration services will be determined at a future date when the final design has been completed.
- C. Marketing materials does not include animation services, but this can be added as an additional service.

#### **FEES FOR PROFESSIONAL SERVICES**

It is proposed that Tasks be billed on an hourly-not-to-exceed basis according to the following breakdowns:

|                                          |                 |
|------------------------------------------|-----------------|
| Task A (Programming/Design Development): | \$6,500         |
| Task B (Marketing Materials):            | \$ -0-          |
| Task C (Final Design): ..                | \$18,000        |
| Alliance Architecture: ...               | \$65,000        |
| <b>Total: .....</b>                      | <b>\$89,500</b> |

Additional Services: TBD

If you are in agreement with the terms as outlined above, please sign where indicated and return one copy to our office.

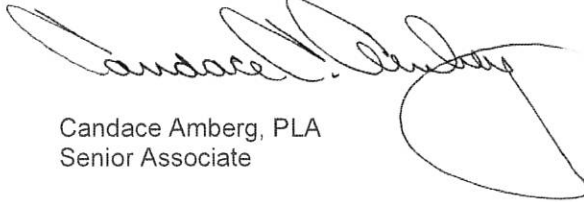


Thank you for this opportunity to propose on this project. If you should have any questions regarding this proposal, please contact me at 763-231-4848.

Sincerely,

*WSB & Associates, Inc.*

*City of Inver Grove Heights*

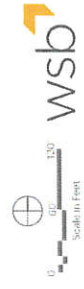
A handwritten signature in black ink, appearing to read "Candace Amberg", is written over a horizontal line. The signature is fluid and cursive.

Candace Amberg, PLA  
Senior Associate

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Name/Title:

\_\_\_\_\_  
Date:

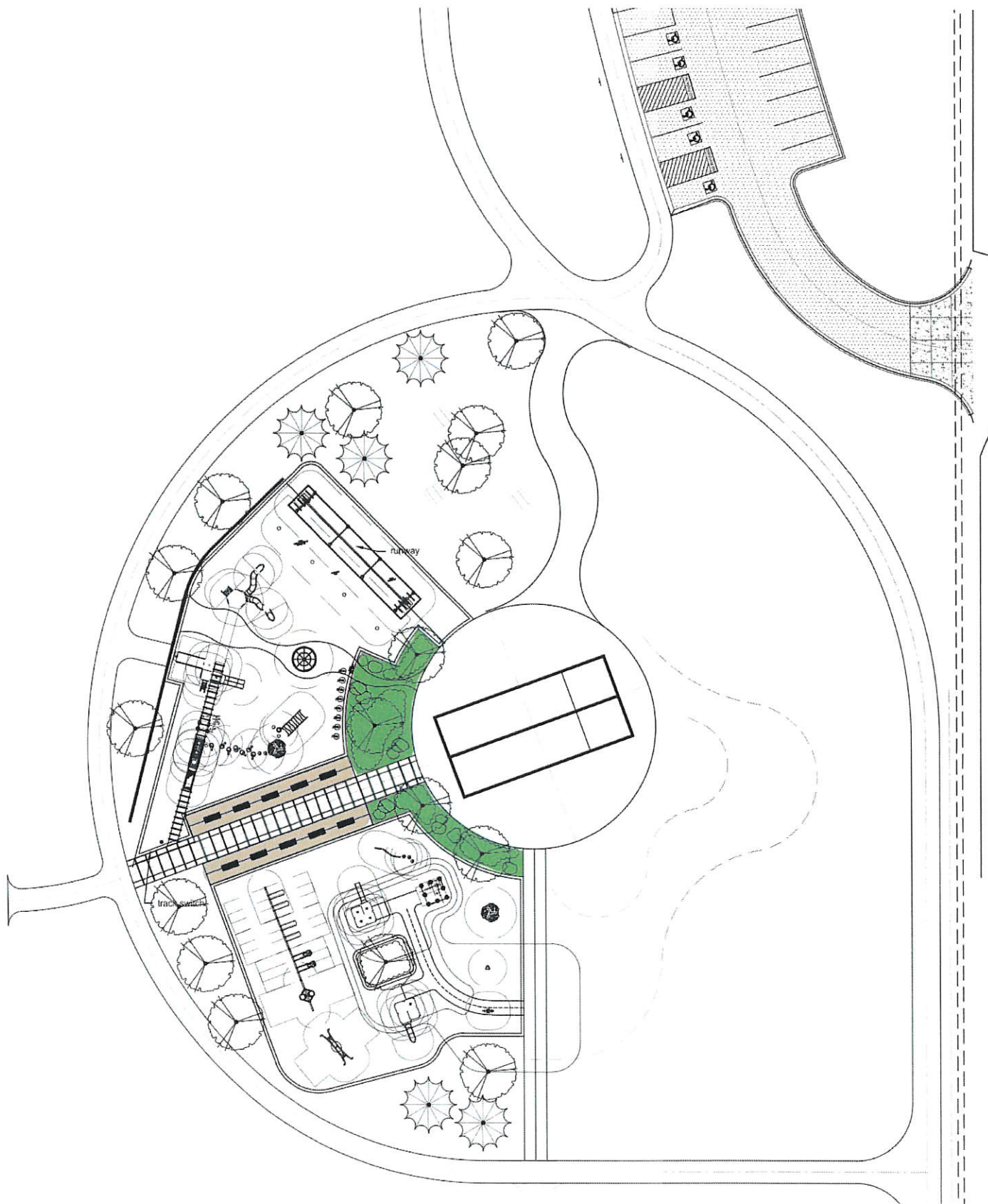


# Heritage Village Park - Phase 2 | Master Plan

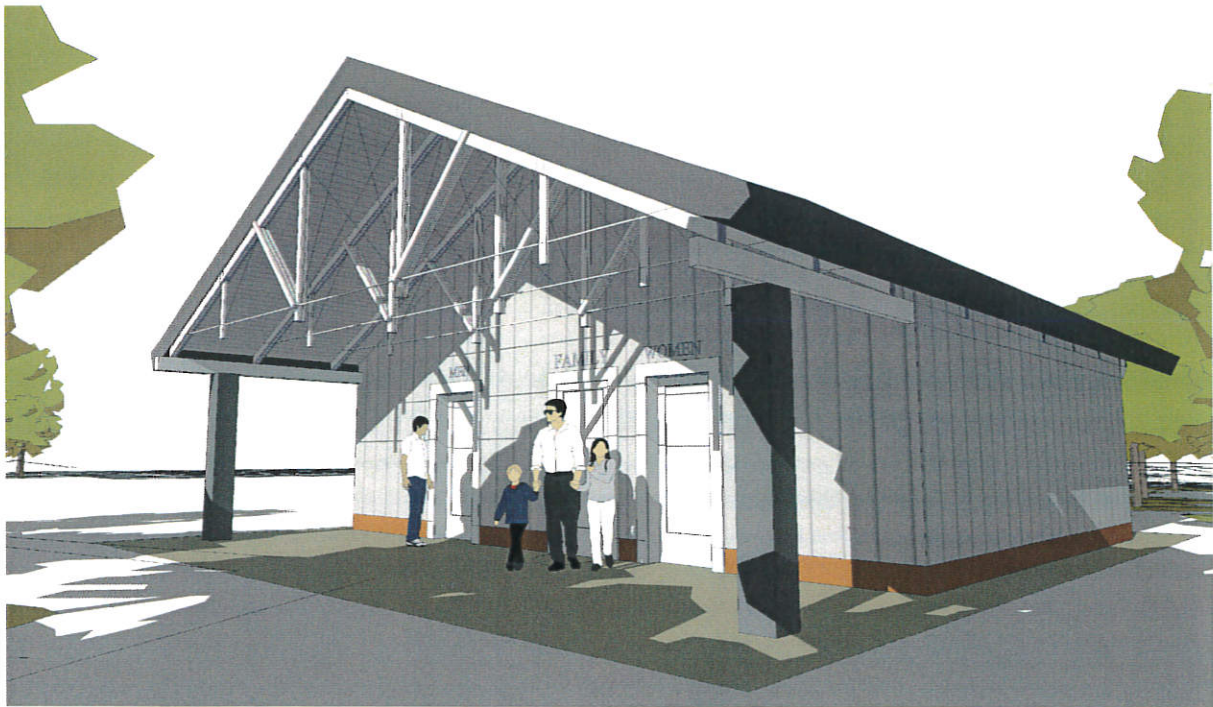
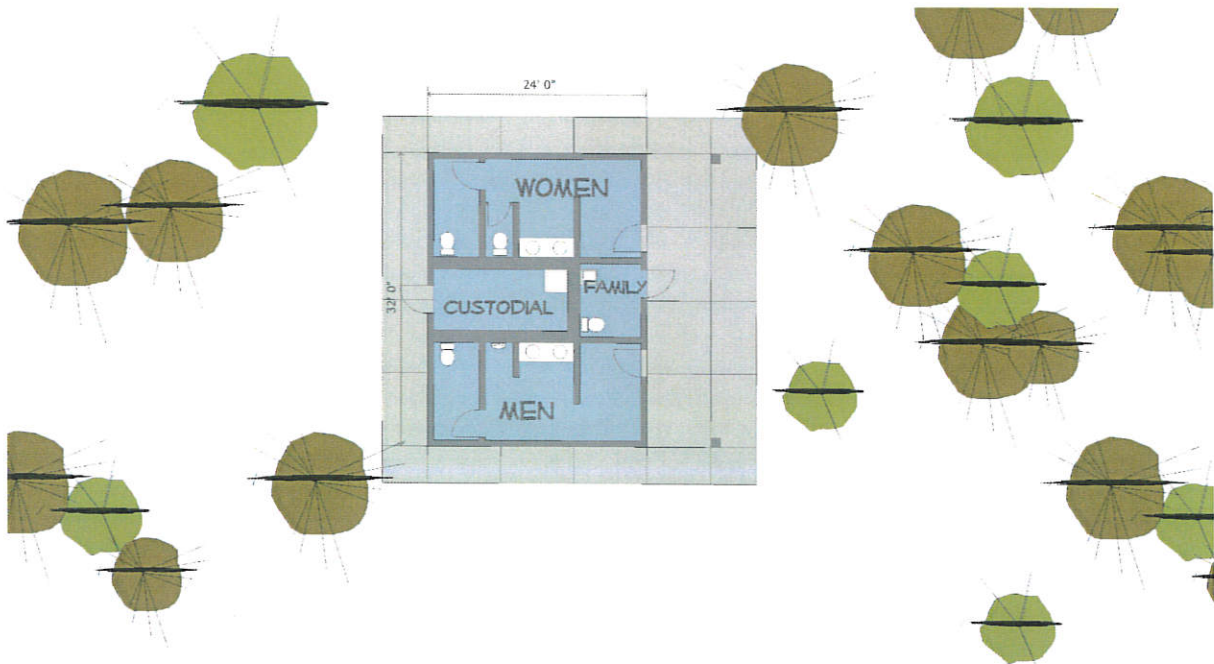
Inver Grove Heights, Minnesota  
December 5, 2018 | WSB Project number: 013050-000





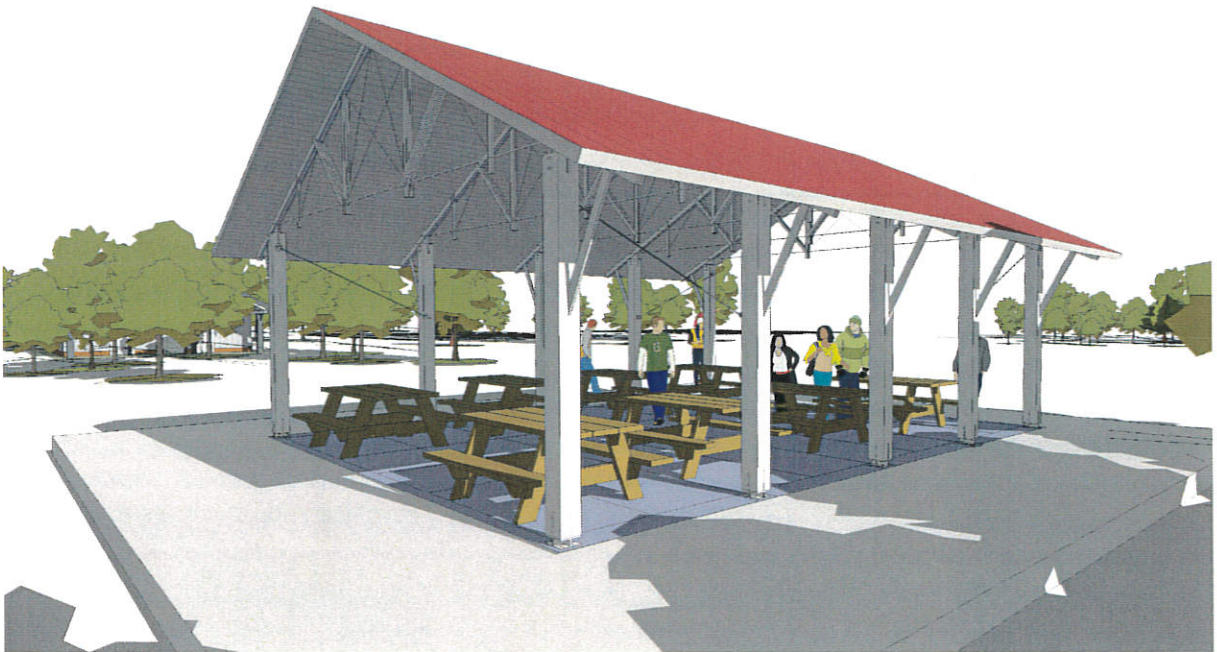
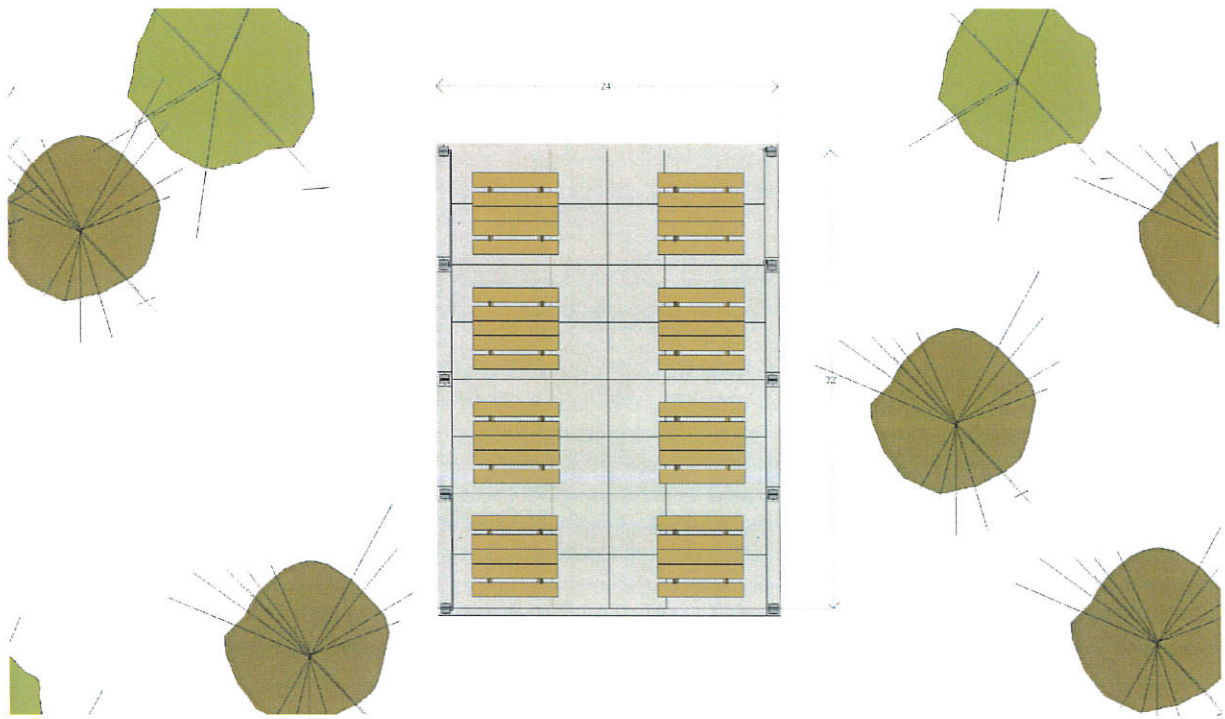


## RESTROOM BUILDING





## PICNIC SHELTER



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Pay Request #6 (Final) to Pember Companies Inc. for the Heritage Village Park Dog Park Improvements**

Meeting Date: August 26, 2019  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Brian Swoboda  
 Shannon Battles

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input type="checkbox"/>            | <b>Fiscal/FTE Impact:</b>          |
| <input type="checkbox"/>            | None                               |
| <input checked="" type="checkbox"/> | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input type="checkbox"/>            | Other                              |

**PURPOSE/ACTION REQUESTED**

The Council is asked to approve Pay Request #6 (Final) which includes the compensating change order to Pember Companies Inc. in the amount of \$167,519.11 for the Heritage Village Park Dog Park. The project is funded by two grants the City has received from the State of MN and the Park Acquisition and Development Fund (Fund 402).

**SUMMARY**

The City awarded a contract to Pember Companies Inc. on July 23, 2018 in the amount of \$843,017. The Council approved change order 1 which is a deduct to the contract for the deletion of base bid item #17, change order 2 which was the addition of a concrete apron, change order 3 included pressure reducing valves, and change order 4 was the tree removal along Doffing Ave. The Final pay request includes a compensating change order in the amount of a deduct of (\$57,026.55).

The contract with Pember Companies Inc. is as follows:

|                       |               |
|-----------------------|---------------|
| Pember Companies      | \$843,017     |
| Change Order #1       | (\$340.00)    |
| Change Order #2       | \$420.75      |
| Change Order #3       | \$688.26      |
| Change Order #4       | \$53,764.75   |
| Final Compensating CO | (\$57,026.55) |
| Total                 | \$840,524.21  |

The overall project costs are as follows:

|                                                                           |                    |                                                              |
|---------------------------------------------------------------------------|--------------------|--------------------------------------------------------------|
| WSB – Preparation of Plans & Specifications                               | \$55,000           | Design and Engineering                                       |
| Braun Intertec – Environmental Coordination                               | \$10,000           | Environmental Engineering                                    |
| WSB – Construction Observation and Administration (estimate at this time) | \$46,800           | Construction observation and administration                  |
| Construction Contract with Pember Companies Inc.                          | \$843,017          | Dog Park contract                                            |
| Change Order #1                                                           | (\$340)            | Deletion of Base Bid Item #17                                |
| Change Order #2                                                           | \$421              | Concrete apron                                               |
| Change Order #3                                                           | \$688              | Pressure reducing valve                                      |
| Change Order #4                                                           | \$53,765           | Tree Removal on Doffing                                      |
| Final Compensating Change Order                                           | (\$57,026.55)      | Compensating Change Order                                    |
| 10% Construction Contingency                                              | \$136,891          | Started at \$84,000, increased by \$54,000 on September 24th |
| Less Unused Contingency                                                   | (\$136,891)        |                                                              |
| Xcel Energy – Bury Overhead Utility Lines (estimate currently)            | \$42,108           | Xcel bury lines                                              |
| Century Link – Bury Overhead Utility Line (estimate currently)            | \$22,096           | Century Link bury lines                                      |
| <b>Total</b>                                                              | <b>\$1,016,528</b> |                                                              |

# REQUEST FOR PAYMENT

From: PEMBER COMPANIES, INC.  
N4449 469th Street  
Menomonie, WI 54751-5436

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

Invoice: 11041  
Draw: 698  
Invoice date: 8/14/2019  
Period ending date: 8/6/2019

Project: 18-0691-01 IGH, MN - HVP DOG PARK

## REQUEST FOR PAYMENT :

|                                     |                     |
|-------------------------------------|---------------------|
| Original Contract Amount:           | \$843,017.00        |
| Net Change Orders:                  | -\$2,492.79         |
| Revised Contract Amount:            | \$840,524.21        |
| Contract Completed to Date:         | \$840,524.21        |
| Retainage:                          | \$0.00              |
| Less Previous Requests:             | \$673,005.10        |
| <b>Current Request for Payment:</b> | <b>\$167,519.11</b> |
| Remaining Contract to Bill:         | \$0.00              |

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the City of Inver Grove Heights relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: PEMBER COMPANIES, INC.

State Of Wisconsin

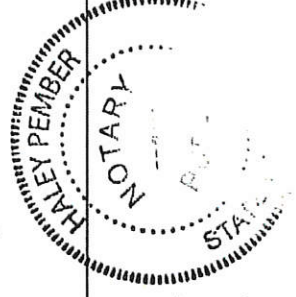
County Of Dunn

By: [Signature]

Subscribed and sworn to before me this 14<sup>th</sup> day of August, 2019

Date: August 14, 2019

Notary Public Halley Pn  
My commission expires: March 13, 2022



## PAYMENT RECOMMENDED:

## PAYMENT APPROVED:

Engineer Signature  
Candace Amberg, PLA  
Printed Name and Title  
Date: 8-15-2019

Owner Signature  
Printed Name and Title  
Date:



## REQUEST FOR PAYMENT DETAIL

Project: 18-0691-01 / GH, MN - HVP DOG PARK Invoice: 11041 Period Ending Date: 8/6/2019 Draw: 698 Detail Page 2 of 6 Pages

[illegible]

# REQUEST FOR PAYMENT DETAIL

Project: 18-0691-01 / IGH, MN - HVP DOG PARK Invoice: 11041 Draw: 698 Period Ending Date: 8/6/2019 Detail Page 3 of 6 Pages

| Item ID | Description                | Unit of Measure | CONTRACTED   |            |            | CURRENT  |            | TOTAL TO DATE |            | Units to Finish |
|---------|----------------------------|-----------------|--------------|------------|------------|----------|------------|---------------|------------|-----------------|
|         |                            |                 | Bid Quantity | Unit Price | Amount     | Quantity | Amount     | Quantity      | Amount     |                 |
| 10      | MOBILIZATION               | LS              | 1.00         | 33,550.00  | 33,550.00  |          |            | 1.00          | 33,550.00  |                 |
| 20      | CONSTRUCTION SURVEYING     | LS              | 1.00         | 15,000.00  | 15,000.00  |          |            | 1.00          | 15,000.00  |                 |
| 30      | CLEARING & GRUBBING TREES  | EA              | 4.00         | 985.00     | 3,940.00   |          |            | 3.00          | 2,955.00   | 1.00            |
| 40      | CLEARING VEGETATION        | ACRE            | 3.00         | 1,300.00   | 3,900.00   |          |            | 3.00          | 3,900.00   |                 |
| 50      | R&R BITUMINOUS PAVEMENT    | SY              | 100.00       | 90.00      | 9,000.00   |          |            | 154.00        | 13,860.00  | -54.00          |
| 60      | REMOVE, RELOCATE BOULDERS  | EA              | 23.00        | 335.00     | 7,705.00   |          |            | 23.00         | 7,705.00   |                 |
| 70      | SITE EARTHWORK             | LS              | 1.00         | 54,000.00  | 54,000.00  |          |            | 1.00          | 54,000.00  |                 |
| 80      | EXPORT EXCESS SOIL (LV)    | CY              | 1,100.00     | 9.00       | 9,900.00   |          |            | 1,100.00      | 9,900.00   |                 |
| 90      | SELECT GRANULAR BORROW     | CY              | 500.00       | 30.00      | 15,000.00  |          |            | 421.00        | 12,630.00  | 79.00           |
| 100     | GEOTEXTILE FABRIC TYPE V   | SY              | 1,500.00     | 1.95       | 2,925.00   |          |            | 1,581.00      | 3,082.95   | -81.00          |
| 110     | CLASS 5 AGGREGATE BASE     | TON             | 760.00       | 23.25      | 17,670.00  |          |            | 645.00        | 14,996.25  | 115.00          |
| 120     | CLASS 2 AGGREGATE BASE     | TON             | 200.00       | 55.55      | 11,110.00  |          |            | 198.00        | 10,998.90  | 2.00            |
| 130     | BITUMINOUS PARKING LOT     | SY              | 1,200.00     | 26.35      | 31,620.00  |          |            | 1,204.00      | 31,725.40  | -4.00           |
| 140     | BITUMINOUS TRAIL           | SY              | 550.00       | 33.15      | 18,232.50  |          |            | 600.00        | 19,890.00  | -50.00          |
| 150     | DRAINAGE STRUCTURE SPECIAL | EA              | 2.00         | 2,885.00   | 5,770.00   |          |            | 2.00          | 5,770.00   |                 |
| 160     | SPLASH BLOCKS              | EA              | 2.00         | 225.00     | 450.00     |          |            | 2.00          | 450.00     |                 |
| 170     | 12" PLASTIC APRON          | EA              | 1.00         | 340.00     | 340.00     |          |            | 1.00          | 340.00     |                 |
| 180     | IRRIGATION CONDUIT         | LF              | 80.00        | 30.00      | 2,400.00   |          |            | 80.00         | 2,400.00   |                 |
| 190     | 12" SOLID HDPE PIPE SEWER  | LF              | 91.00        | 50.00      | 4,550.00   |          |            | 90.00         | 4,500.00   | 1.00            |
| 200     | 4" PERFORATED HDPE PIPE    | LF              | 600.00       | 20.00      | 12,000.00  |          |            | 500.00        | 10,000.00  | 100.00          |
| 210     | 4" PVC PIPE                | LF              | 45.00        | 26.00      | 1,170.00   |          |            | 25.00         | 650.00     | 20.00           |
| 220     | DRAINTILE CLEANOUT         | EA              | 5.00         | 600.00     | 3,000.00   |          |            | 4.00          | 2,400.00   | 1.00            |
| 230     | OUTLET CONTROL STRUCTURE   | EA              | 1.00         | 2,750.00   | 2,750.00   |          |            | 1.00          | 2,750.00   |                 |
| 240     | KNIFE GATE VALVE AND BOX   | EA              | 1.00         | 700.00     | 700.00     |          |            | 1.00          | 700.00     |                 |
| 250     | ELECTRICAL SERVICE         | LS              | 1.00         | 117,700.00 | 117,700.00 | 1.00     | 117,700.00 | 1.00          | 117,700.00 |                 |
| 260     | LIGHT POLES, STEEL         | EA              | 3.00         | 4,825.00   | 14,475.00  |          |            | 3.00          | 14,475.00  |                 |
| 270     | LIGHT POLES, FIBERGLASS    | EA              | 1.00         | 5,300.00   | 5,300.00   |          |            | 1.00          | 5,300.00   |                 |
| 280     | ROCK EXCAVATION            | CY              | 45.00        | 100.00     | 4,500.00   |          |            | 51.00         | 5,100.00   | -6.00           |
| 290     | TRAFFIC CONTROL            | LS              | 1.00         | 2,500.00   | 2,500.00   |          |            | 1.00          | 2,500.00   |                 |
| 300     | 4" THICK CONCRETE PAVEMENT | SF              | 1,800.00     | 8.70       | 15,660.00  |          |            | 1,878.00      | 16,338.60  | -78.00          |
| 310     | 6" THICK CONCRETE PAVEMENT | SF              | 200.00       | 10.25      | 2,050.00   |          |            | 380.00        | 3,895.00   | -180.00         |
| 320     | 6" PEDESTRIAN RAMP & CURB  | SF              | 130.00       | 18.75      | 2,437.50   |          |            | 130.00        | 2,437.50   |                 |
| 330     | 8" THICK CONCRETE APRON    | SF              | 915.00       | 12.60      | 11,529.00  |          |            | 880.00        | 11,088.00  | 35.00           |

# REQUEST FOR PAYMENT DETAIL

Project: 18-0691-01 / IGH, MN - HVP DOG PARK Invoice: 11041 Draw: 698 Period Ending Date: 8/6/2019 Detail Page 4 of 6 Pages

| Item ID | Description                 | Unit of Measure | CONTRACTED   |            |           | CURRENT  |          | TOTAL TO DATE |           | Units to Finish |
|---------|-----------------------------|-----------------|--------------|------------|-----------|----------|----------|---------------|-----------|-----------------|
|         |                             |                 | Bid Quantity | Unit Price | Amount    | Quantity | Amount   | Quantity      | Amount    |                 |
| 340     | 24"CONC MAINTENANCE STRIP   | LF              | 1,300.00     | 43.25      | 56,225.00 | 194.00   | 8,390.50 | 1,244.00      | 53,803.00 | 56.00           |
| 350     | B612 CURB & GUTTER          | LF              | 550.00       | 25.60      | 14,080.00 |          |          | 507.00        | 12,979.20 | 43.00           |
| 360     | DETECTABLE WARNING PLATE    | SF              | 16.00        | 59.50      | 952.00    |          |          | 16.00         | 952.00    |                 |
| 370     | PARKING LOT STRIPING        | LS              | 1.00         | 800.00     | 800.00    |          |          | 1.00          | 800.00    |                 |
| 380     | ADA PARKING SIGN            | EA              | 2.00         | 230.00     | 460.00    |          |          | 2.00          | 460.00    |                 |
| 390     | BASIN SIGN                  | EA              | 4.00         | 230.00     | 920.00    |          |          | 3.00          | 690.00    | 1.00            |
| 400     | DOG PARK SIGN - SMALL       | EA              | 2.00         | 230.00     | 460.00    | 2.00     | 460.00   | 2.00          | 460.00    |                 |
| 410     | DOG PARK SIGN - RULES       | EA              | 1.00         | 550.00     | 550.00    | 2.00     | 1,100.00 | 2.00          | 1,100.00  | -1.00           |
| 420     | DOG PARK MESSAGE BOARD      | EA              | 1.00         | 1,750.00   | 1,750.00  | 1.00     | 1,750.00 | 1.00          | 1,750.00  |                 |
| 430     | WOOD POST & WIRE FENCING    | LF              | 3,900.00     | 11.05      | 43,095.00 | 25.00    | 276.25   | 3,867.00      | 42,730.35 | 33.00           |
| 440     | WOOD POST & FENCE CORNERS   | EA              | 22.00        | 345.00     | 7,590.00  |          |          | 22.00         | 7,590.00  |                 |
| 450     | 4' HIGH CHAINLINK FENCE     | LF              | 1,450.00     | 27.00      | 39,150.00 | 43.00    | 1,161.00 | 1,429.00      | 38,583.00 | 21.00           |
| 460     | CHAINLINK DBL ACCESS GATE   | EA              | 3.00         | 1,260.00   | 3,780.00  | 1.00     | 1,260.00 | 3.00          | 3,780.00  |                 |
| 470     | CHAINLINK MAIN GATE         | EA              | 4.00         | 1,715.00   | 6,860.00  |          |          | 4.00          | 6,860.00  |                 |
| 480     | EROSION CONTROL BLANKET     | SY              | 620.00       | 3.70       | 2,294.00  |          |          | 3,509.00      | 12,983.30 | -2,889.00       |
| 490     | HYDRAULIC SOIL STABILIZER   | ACRE            | 2.60         | 4,210.00   | 10,946.00 |          |          | 2.60          | 10,946.00 |                 |
| 500     | FILTER LOG WOOD FIBER       | LF              | 1,500.00     | 3.00       | 4,500.00  |          |          | 1,440.00      | 4,320.00  | 60.00           |
| 510     | CONSTRUCTION ENTRANCE       | EA              | 1.00         | 715.00     | 715.00    |          |          | 1.00          | 715.00    |                 |
| 520     | EROSION CONTROL SILT FENCE  | LF              | 800.00       | 2.00       | 1,600.00  |          |          | 670.00        | 1,340.00  | 130.00          |
| 530     | TREE PROTECTION             | LF              | 400.00       | 1.95       | 780.00    |          |          | 600.00        | 1,170.00  | -200.00         |
| 540     | INLET PROTECTION            | EA              | 2.00         | 100.00     | 200.00    |          |          | 2.00          | 200.00    |                 |
| 550     | ENGINEERED SOIL (LV)        | CY              | 200.00       | 98.00      | 19,600.00 |          |          | 180.00        | 17,640.00 | 20.00           |
| 560     | DECIDUOUS TREE 2.5" CAL B&B | EA              | 5.00         | 520.00     | 2,600.00  |          |          | 5.00          | 2,600.00  |                 |
| 570     | DECIDUOUS TREE 1.5" CAL B&B | EA              | 3.00         | 425.00     | 1,275.00  |          |          | 3.00          | 1,275.00  |                 |
| 580     | 5-GALLON POTTED SHRUB       | EA              | 10.00        | 73.50      | 735.00    |          |          | 10.00         | 735.00    |                 |
| 590     | 1-GALLON POTTED PERENNIAL   | EA              | 50.00        | 22.80      | 1,140.00  |          |          | 50.00         | 1,140.00  |                 |
| 600     | SHREDDED HARDWOOD MULCH     | SY              | 100.00       | 91.00      | 9,100.00  |          |          | 100.00        | 9,100.00  |                 |
| 610     | TURF SEED RESTORATION       | ACRE            | 0.60         | 2,310.00   | 1,386.00  |          |          | 0.60          | 1,386.00  |                 |
| 620     | TYPE 2 FESCUE TURF SEED     | ACRE            | 2.00         | 1,800.00   | 3,600.00  |          |          | 2.00          | 3,600.00  |                 |
| 630     | TYPE 3 BASIN SEED MIX       | ACRE            | 0.10         | 2,650.00   | 265.00    |          |          | 0.10          | 265.00    |                 |
| 650     | DRINKING FOUNTAIN           | EA              | 2.00         | 10,100.00  | 20,200.00 |          |          | 2.00          | 20,200.00 |                 |
| 660     | LIGHT POLES, FIBERGLASS     | EA              | 17.00        | 3,300.00   | 56,100.00 |          |          | 17.00         | 56,100.00 |                 |
| 680     | 1.5" TYPE K COPPER PIPE     | LF              | 350.00       | 50.00      | 17,500.00 |          |          | 353.00        | 17,650.00 | -3.00           |

# REQUEST FOR PAYMENT DETAIL

Project: 18-0691-01 / IGH, MN - HVP DOG PARK Invoice: 11041 Draw: 698 Period Ending Date: 8/6/2019 Detail Page 5 of 6 Pages

| Item ID | Description                 | Unit of Measure | CONTRACTED   |            |            | CURRENT  |        | TOTAL TO DATE |           | Units to Finish |
|---------|-----------------------------|-----------------|--------------|------------|------------|----------|--------|---------------|-----------|-----------------|
|         |                             |                 | Bid Quantity | Unit Price | Amount     | Quantity | Amount | Quantity      | Amount    |                 |
| 690     | 1.5" CURB STOP AND BOX      | EA              | 1.00         | 600.00     | 600.00     |          |        | 1.00          | 600.00    |                 |
| 700     | 1.5" CORPORATION STOP       | EA              | 1.00         | 500.00     | 500.00     |          |        | 1.00          | 500.00    |                 |
| 710     | 2" DUCTILE IRON PIPE CL 52  | LF              | 50.00        | 70.00      | 3,500.00   |          |        | 45.00         | 3,150.00  | 5.00            |
| 720     | 2" CURB STOP AND BOX        | EA              | 1.00         | 750.00     | 750.00     |          |        | 1.00          | 750.00    |                 |
| 730     | 2" CORPORATION STOP         | EA              | 1.00         | 600.00     | 600.00     |          |        | 1.00          | 600.00    |                 |
| 740     | BLOWOFF VALVE ASSEMBLY      | EA              | 1.00         | 1,500.00   | 1,500.00   |          |        | 1.00          | 1,500.00  |                 |
| 760     | COMMON TOPSOIL BORROW       | CY              | 25.00        | 37.00      | 925.00     |          |        |               |           | 25.00           |
| 770     | DISPOSE OF UNSUITABLE SOILS | CY              | 1,100.00     | 46.00      | 50,600.00  |          |        |               |           | 1,100.00        |
| 780     | DEWATERING                  | LS              | 1.00         | 10,000.00  | 10,000.00  |          |        |               |           | 1.00            |
| 9000    | MOBILIZATION                | LS              | 1.00         | 0.00       | 0.00       |          |        |               |           | 1.00            |
| 9010    | SUPERINTENDENT              | LS              | 1.00         | 0.00       | 0.00       |          |        |               |           | 1.00            |
| 9020    | WARRANTY COSTS              | LS              | 1.00         | 0.00       | 0.00       |          |        |               |           | 1.00            |
| 9910    | CHANGE ORDER NO 1           |                 | 1.00         | 54,533.76  | 54,533.76  |          |        | 1.00          | 54,533.76 |                 |
| 9920    | CHANGE ORDER NO. 2          |                 | 1.00         | -57,026.55 | -57,026.55 |          |        |               |           | 1.00            |

|        |  |  |  |  |            |  |            |  |            |  |
|--------|--|--|--|--|------------|--|------------|--|------------|--|
| Totals |  |  |  |  | 840,524.21 |  | 132,097.75 |  | 840,524.21 |  |
|--------|--|--|--|--|------------|--|------------|--|------------|--|

# REQUEST FOR PAYMENT DETAIL

Project: 18-0691-01 / IGH, MN - HVP DOG PARK Invoice: 11041 Draw: 698 Period Ending Date: 8/6/2019 Detail Page 6 of 6 Pages

| Item ID | Description | CONTRACTED      |              |            | CURRENT  |        | TOTAL TO DATE |        | Units to Finish |
|---------|-------------|-----------------|--------------|------------|----------|--------|---------------|--------|-----------------|
|         |             | Unit of Measure | Bid Quantity | Unit Price | Quantity | Amount | Quantity      | Amount |                 |

CO CO Item and Description CO Amount

1 CHANGE ORDER NO 1 54,533.76  
Total Change Order amount 54,533.76

## Contract Summary Sheet

### Contract Change Order #1 for:

HVP Dog Park Development  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

### Distribution To:

☐ Owner ☐ Field  
☐ Consultant ☐ Other  
☐ Contractor

### To (Contractor):

Pember Companies, Inc.  
4449 - 469th Street  
Menomonie, WI 54751

Date: 15-Aug-19

Consultants Project: 11626-000

### CHANGES TO THE CONTRACT

(The contractor shall make the following changes to the contract)

| #     | DESCRIPTION                                  | ADD       | DEDUCT   |
|-------|----------------------------------------------|-----------|----------|
| CO2.1 | Adjustment for Final Quantities:             |           |          |
|       | #3 Clearing & Grubbing Trees: (1) @ \$985    |           | 985.00   |
|       | #5 R&R Bituminous: +54 @ \$90                | 4,860.00  |          |
|       | #9 Select Granular Borrow: (79) @ \$30       |           | 2,370.00 |
|       | #10 Geo Fabric: +81 @ \$1.95                 | 157.95    |          |
|       | #11 Class 5 Base: (115) @ \$23.25            |           | 2,673.75 |
|       | #12 Class 2 Base: (2) @ \$55.55              |           | 111.10   |
|       | #13 Bituminous Parking: +4 @ \$26.35         | 105.40    |          |
|       | #14 Bituminous Trail: +50 @ \$33.15          | 1,657.50  |          |
|       | #19 12" HDPE: (1) @ \$50                     |           | 50.00    |
|       | #20 4" HDPE: (100) @ \$20                    |           | 2,000.00 |
|       | #21 4" PVC: (20) @ \$26                      |           | 520.00   |
|       | #22 Draintile Cleanout: (1) @ \$600          |           | 600.00   |
|       | #28 Rock Excavation: +6 @ \$100              | 600.00    |          |
|       | #30 4" Concrete: +78 @ \$8.70                | 678.60    |          |
|       | #31 6" Concrete: +180 @ \$10.25              | 1,845.00  |          |
|       | #33 8" Concrete: (35) @ \$12.60              |           | 441.00   |
|       | #34 Conc. Maint. Strip: (56) @ \$43.25       |           | 2,422.00 |
|       | #35 B612 Curb & Gutter: (43) @ \$25.60       |           | 1,100.80 |
|       | #39 Basin Sign: (1) @ \$230                  |           | 230.00   |
|       | #41 Dog Park Rules Sign: +1 @ \$550          | 550.00    |          |
|       | #43 Wood Post Fencing: (33) @ \$11.05        |           | 364.65   |
|       | #45 4' Chainlink Fencing: (21) @ \$27        |           | 567.00   |
|       | #48 Erosion Control Blanket: +2,889 @ \$3.70 | 10,689.30 |          |
|       | #50 Wood Fiber Log: (60) @ \$3               |           | 180.00   |
|       | #52 EC Silt Fence: (130) @ \$2               |           | 260.00   |
|       | #53 Tree Protection: +200 @ \$1.95           | 390.00    |          |
|       | #55 Engineered Soil: (20) @ \$98             |           | 1,960.00 |
|       | #A4 1.5" Copper Pipe: +3 @ \$50              | 150.00    |          |
|       | #A7 2" DIP: (5) @ \$70                       |           | 350.00   |
|       | #A12 Topsoil: (25) @ \$37                    |           | 925.00   |



|                                             |               |           |
|---------------------------------------------|---------------|-----------|
| #A13 Dispose Unsuitable Soil: (1100) @ \$46 |               | 50,600.00 |
| #A14 Dewatering: (1) @ \$10,000             |               | 10,000.00 |
|                                             |               |           |
| TOTAL CHANGE ORDER ADDS AND DEDUCTS:        | 21,683.75     | 78,710.30 |
| NET CHANGE ORDER TOTAL:                     | (\$57,026.55) |           |

| Contract Summary to Date                                         |                     |
|------------------------------------------------------------------|---------------------|
| Original Base Bid Contract Sum:                                  | 843,017.00          |
| Previously Authorized Change Orders:                             | 54,533.76           |
| Net Change of this Change Order:                                 | (57,026.55)         |
| <b>Total Contract Sum (Including all Change Orders to Date):</b> | <b>\$840,524.21</b> |

**Consultant:**

WSB & Associates, Inc.  
701 Xenia Ave. South - Suite 300  
Minneapolis, MN 55416

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Contractor:**

Pember Companies, Inc.  
4449 - 469th Street  
Menomonie, WI 54751

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Owner:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 26, 2019  
 Item Type: Consent  
 Contact: Judy Thill, 651-450-2495  
 Prepared by: Judy Thill, Fire Chief  
 Reviewed by: n/a

**Fiscal/FTE Impact:**

- |                                     |                                                                  |
|-------------------------------------|------------------------------------------------------------------|
| <input type="checkbox"/>            | None                                                             |
| <input type="checkbox"/>            | Amount included in current budget                                |
| <input type="checkbox"/>            | Budget amendment requested                                       |
| <input type="checkbox"/>            | FTE included in current complement                               |
| <input type="checkbox"/>            | New FTE requested – N/A                                          |
| <input checked="" type="checkbox"/> | Other: Sale of General Obligation Capital Improvement Plan Bonds |

**PURPOSE/ACTION REQUESTED** Request approval of the Pay Application #9 for \$1,087,370.00 to Jorgenson Construction for Project 2014-10 Fire Station #2 New Construction.

**SUMMARY**

At the September 10, 2018 Council meeting, Council accepted bids and awarded the contract to Jorgenson Construction in the amount of \$8,665,000.00 for the construction of the new Fire Station #2. Construction began in October 2018. Jorgenson Construction submitted Pay Application #9 in the amount of \$1,087,370.00 for work completed through July 31, 2019.

Project 2014-10 Fire Station #2 New Construction is being funded through the sale of General Obligation Capital Improvement Plan Bonds. After payment of this pay application, the amount remaining on the contract, which includes retainage for completed work and stored materials, is \$2,989,456.00.

Staff recommends payment of Pay Application #9 for the amount of \$1,087,370.00 to Jorgenson Construction for Project 2014-10 Fire Station #2 New Construction.

Attachment: Pay Voucher #9

# CITY OF INVER GROVE HEIGHTS CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 9 (Nine)

DATE: August 26, 2019

PERIOD ENDING: July 31, 2019

PROJECT NO: 2014-10 Fire Station #2 New Construction

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

|                                |                |
|--------------------------------|----------------|
| Original Contract Amount ..... | \$8,665,000.00 |
|--------------------------------|----------------|

|                                                           |             |
|-----------------------------------------------------------|-------------|
| Total Addition (Change Orders No. 1, 2, 3, 4, 5, 6) ..... | \$70,911.00 |
|-----------------------------------------------------------|-------------|

Total Contract Amount.....\$8,735,911.00

Total Value of Work to Date.....\$6,048,900.00

|                          |              |
|--------------------------|--------------|
| Less Retained (5%) ..... | \$302,445.00 |
|--------------------------|--------------|

|                            |                |
|----------------------------|----------------|
| Less Previous Payment..... | \$4,659,085.00 |
|----------------------------|----------------|

Total Approved for Payment this Voucher.....\$1,087,370.00

Total Payments including this Voucher .....\$5,746,455.00

**Approvals:**

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

Signed by: \_\_\_\_\_ Date \_\_\_\_\_  
Judy Smith Thill, Fire Chief

Signed by: \_\_\_\_\_ Date \_\_\_\_\_  
Jorgenson Construction

Signed by: \_\_\_\_\_ Date \_\_\_\_\_  
George Tourville, Mayor

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

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

APPLICATION NO: 9  
PERIOD TO: 7/31/2019

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

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

DISTRIBUTION  
TO:  
- OWNER  
- ARCHITECT  
- CONTRACTOR  
ARCHITECTS  
PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No. 2

CONTRACT DATE: 9/12/2018

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... \$ 8,665,000.00  
2. Net Change by Change Orders ..... \$ 70,911.00  
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 8,735,911.00  
4. TOTAL COMPLETED AND STORED TO DATE ..... \$ 6,048,900.00

### 5. RETAINAGE:

a. 5.00 % of Completed Work ..... \$ 299,370.00  
b. 5.00 % of Stored Material ..... \$ 3,075.00  
Total retainage (Line 5a + 5b) ..... \$ 302,445.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 5,746,455.00  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
(Line 6 from prior Certificate) ..... \$ 4,659,085.00

8. CURRENT PAYMENT DUE ..... \$ 1,087,370.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) ..... \$ 2,989,456.00

| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS |
|----------------------------------------------------|-----------|------------|
| Total changes approved in previous months by Owner | 28,007.00 | 0.00       |
| Total approved this Month                          | 42,904.00 | 0.00       |
| TOTALS                                             | 70,911.00 | 0.00       |
| NET CHANGES by Change Order                        | 70,911.00 |            |

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

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

By: Dave Kane

Date: 8/7/19

State of: MN  
County of: Anoka

Subscribed and Sworn to before me this 7

Notary Public: Scott A Gacek

My Commission Expires: 1/31/22



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 1,087,370.00

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

By: [Signature]

Date: 8.7.19

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



INVOICE NO. 1462

**BILL TO:**

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

**VIA:**

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

| INVOICE DATE | INVOICE NO. | PAYMENT TERMS | PO NUMBER |
|--------------|-------------|---------------|-----------|
| 08/07/19     | 1462        | NET 30 DAYS   |           |

INVER GROVE HEIGHTS FIRE STATION #2

**JCI JOB NUMBER: 6582**

AS PER ATTACHED APPLICATION AND CERTIFICATE FOR  
PAYMENT NUMBER NINE

**\$1,087,370.00**

**AMOUNT NOW DUE: \$1,087,370.00**

9255 East River Road NW • Minneapolis, MN 55433  
763-784-3877 • Fax 763-784-1583 • [www.jorgensonconstruction.com](http://www.jorgensonconstruction.com)

*An Equal Opportunity and Minority-Friendly Employer*



**AIA Type Document**  
Application and Certification for Payment

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

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

**APPLICATION NO:** 9  
**PERIOD TO:** 7/31/2019

**DISTRIBUTION**  
TO:  
- OWNER  
- ARCHITECT  
- CONTRACTOR

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

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

**ARCHITECT'S**  
**PROJECT NO:** 600801

**CONTRACT FOR:** Inver Grove Heights Fire Station No.

**CONTRACT DATE:** 9/12/2018

| ITEM | DESCRIPTION                 | SCHEDULE<br>VALUE | PREVIOUS<br>APPLICATIONS | COMPLETED<br>THIS PERIOD | STORED<br>MATERIAL | COMPLETED<br>STORED | %      | BALANCE   | RETAINAGE |
|------|-----------------------------|-------------------|--------------------------|--------------------------|--------------------|---------------------|--------|-----------|-----------|
| 1    | Mobilization                | 5,000.00          | 5,000.00                 | 0.00                     | 0.00               | 5,000.00            | 100.00 | 0.00      | 250.00    |
| 2    | Bonds                       | 110,000.00        | 110,000.00               | 0.00                     | 0.00               | 110,000.00          | 100.00 | 0.00      | 5,500.00  |
| 3    | Surveying                   | 9,500.00          | 6,790.00                 | 0.00                     | 0.00               | 6,790.00            | 71.47  | 2,710.00  | 339.50    |
| 4    | Supervision                 | 120,000.00        | 96,000.00                | 7,500.00                 | 0.00               | 103,500.00          | 86.25  | 16,500.00 | 5,175.00  |
| 5    | Project Closeout Documents  | 2,500.00          | 0.00                     | 0.00                     | 0.00               | 0.00                | 0.00   | 2,500.00  | 0.00      |
| 6    | Dumpsters                   | 12,000.00         | 8,000.00                 | 1,000.00                 | 0.00               | 9,000.00            | 75.00  | 3,000.00  | 450.00    |
| 7    | Construction Cleanup        | 6,500.00          | 4,700.00                 | 500.00                   | 0.00               | 5,200.00            | 80.00  | 1,300.00  | 260.00    |
| 8    | Final Cleaning              | 9,000.00          | 0.00                     | 0.00                     | 0.00               | 0.00                | 0.00   | 9,000.00  | 0.00      |
| 9    | Safety-Exterior             | 2,800.00          | 2,600.00                 | 100.00                   | 0.00               | 2,700.00            | 96.43  | 100.00    | 135.00    |
| 10   | Safety-Interior             | 2,200.00          | 1,500.00                 | 300.00                   | 0.00               | 1,800.00            | 81.82  | 400.00    | 90.00     |
| 11   | Temp. Water                 | 2,100.00          | 2,025.00                 | 75.00                    | 0.00               | 2,100.00            | 100.00 | 0.00      | 105.00    |
| 12   | Temp. Electric              | 5,000.00          | 3,580.00                 | 450.00                   | 0.00               | 4,030.00            | 80.60  | 970.00    | 201.50    |
| 13   | Temp. Natural Gas           | 14,000.00         | 14,000.00                | 0.00                     | 0.00               | 14,000.00           | 100.00 | 0.00      | 700.00    |
| 14   | Construction Toilet         | 3,500.00          | 2,800.00                 | 200.00                   | 0.00               | 3,000.00            | 85.71  | 500.00    | 150.00    |
| 15   | Job Trailer (Moving/Pickup) | 1,000.00          | 500.00                   | 0.00                     | 0.00               | 500.00              | 50.00  | 500.00    | 25.00     |
| 16   | Storage Container           | 1,200.00          | 1,000.00                 | 0.00                     | 0.00               | 1,000.00            | 83.33  | 200.00    | 50.00     |
| 17   | Phone                       | 1,500.00          | 1,200.00                 | 100.00                   | 0.00               | 1,300.00            | 86.67  | 200.00    | 65.00     |
| 18   | Truck/Fuel                  | 4,000.00          | 2,650.00                 | 400.00                   | 0.00               | 3,050.00            | 76.25  | 950.00    | 152.50    |
| 19   | Equipment/Diesel            | 5,500.00          | 3,950.00                 | 600.00                   | 0.00               | 4,550.00            | 82.73  | 950.00    | 227.50    |
| 20   | Entrance Gates/Fence        | 1,500.00          | 1,500.00                 | 0.00                     | 0.00               | 1,500.00            | 100.00 | 0.00      | 75.00     |
| 21   | Temp. Site Signage          | 850.00            | 850.00                   | 0.00                     | 0.00               | 850.00              | 100.00 | 0.00      | 42.50     |

**AIA Type Document**  
**Application and Certification for Payment**

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

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

**APPLICATION NO:** 9  
**PERIOD TO:** 7/31/2019

**DISTRIBUTION**  
TO:  
- OWNER  
- ARCHITECT  
- CONTRACTOR

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

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

**ARCHITECT'S**  
**PROJECT NO:** 600801

**CONTRACT FOR:** Inver Grove Heights Fire Station No.

**CONTRACT DATE:** 9/12/2018

| ITEM | DESCRIPTION                               | SCHEDULE<br>VALUE | PREVIOUS<br>APPLICATIONS | COMPLETED<br>THIS PERIOD | STORED<br>MATERIAL | COMPLETED<br>STORED | %      | BALANCE    | RETAINAGE |
|------|-------------------------------------------|-------------------|--------------------------|--------------------------|--------------------|---------------------|--------|------------|-----------|
| 22   | Temp. Enclosures                          | 11,500.00         | 11,300.00                | 0.00                     | 0.00               | 11,300.00           | 98.26  | 200.00     | 565.00    |
| 23   | Tools/Fasteners                           | 2,300.00          | 2,020.00                 | 0.00                     | 0.00               | 2,020.00            | 87.83  | 280.00     | 101.00    |
| 24   | Propane/Heaters                           | 4,000.00          | 4,000.00                 | 0.00                     | 0.00               | 4,000.00            | 100.00 | 0.00       | 200.00    |
| 25   | Building Natural Gas                      | 17,500.00         | 17,500.00                | 0.00                     | 0.00               | 17,500.00           | 100.00 | 0.00       | 875.00    |
| 26   | Street Cleaning/Snow Removal              | 3,750.00          | 3,650.00                 | 100.00                   | 0.00               | 3,750.00            | 100.00 | 0.00       | 187.50    |
| 27   | Earthwork/Site Clearing/Erosion Control   | 426,414.00        | 398,591.00               | 8,000.00                 | 0.00               | 406,591.00          | 95.35  | 19,823.00  | 20,329.55 |
| 28   | Site Utilities                            | 149,182.00        | 145,087.00               | 0.00                     | 0.00               | 145,087.00          | 97.26  | 4,095.00   | 7,254.35  |
| 29   | Asphalt Paving                            | 101,360.00        | 0.00                     | 0.00                     | 0.00               | 0.00                | 0.00   | 101,360.00 | 0.00      |
| 30   | Unit Paving                               | 4,500.00          | 0.00                     | 0.00                     | 0.00               | 0.00                | 0.00   | 4,500.00   | 0.00      |
| 31   | Chain Link Fences & Gates                 | 7,026.00          | 0.00                     | 0.00                     | 0.00               | 0.00                | 0.00   | 7,026.00   | 0.00      |
| 32   | Retaining Wall                            | 38,880.00         | 0.00                     | 21,000.00                | 0.00               | 21,000.00           | 54.01  | 17,880.00  | 1,050.00  |
| 33   | Landscaping-Plants/Grass                  | 57,194.00         | 0.00                     | 0.00                     | 0.00               | 0.00                | 0.00   | 57,194.00  | 0.00      |
| 34   | Landscaping-Irrigation                    | 14,522.00         | 0.00                     | 0.00                     | 0.00               | 0.00                | 0.00   | 14,522.00  | 0.00      |
| 35   | Site Concrete-Walks/Paving/Trench Drains  | 217,000.00        | 0.00                     | 0.00                     | 0.00               | 0.00                | 0.00   | 217,000.00 | 0.00      |
| 36   | Site Concrete-Curb & Gutter               | 40,550.00         | 0.00                     | 0.00                     | 0.00               | 0.00                | 0.00   | 40,550.00  | 0.00      |
| 37   | Concrete                                  | 544,200.00        | 397,140.00               | 26,224.00                | 0.00               | 423,364.00          | 77.80  | 120,836.00 | 21,168.20 |
| 38   | Concrete-Winter Conditions                | 58,900.00         | 58,900.00                | 0.00                     | 0.00               | 58,900.00           | 100.00 | 0.00       | 2,945.00  |
| 39   | Precast Concrete Plank-Shop Drawings/Eng. | 6,644.00          | 6,644.00                 | 0.00                     | 0.00               | 6,644.00            | 100.00 | 0.00       | 332.20    |
| 40   | Precast Concrete Plank                    | 159,471.00        | 159,471.00               | 0.00                     | 0.00               | 159,471.00          | 100.00 | 0.00       | 7,973.55  |
| 41   | Masonry/Brick                             | 775,103.00        | 627,303.00               | 59,450.00                | 0.00               | 686,753.00          | 88.60  | 88,350.00  | 34,337.65 |



DISTRIBUTION  
TO:  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

ARCHITECT'S  
PROJECT NO: 600801

CONTRACT DATE: 9/12/2018

[illegible]

DISTRIBUTION  
TO:  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

ARCHITECTS  
PROJECT NO: 600801

CONTRACT DATE: 9/12/2018

[illegible]

**AIA Type Document**  
**Application and Certification for Payment**

Page 6 of 8

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

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

**APPLICATION NO:** 9  
**PERIOD TO:** 7/31/2019

**DISTRIBUTION**  
**TO:**  
- OWNER  
- ARCHITECT  
- CONTRACTOR

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

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

**ARCHITECT'S**  
**PROJECT NO:** 600801

**CONTRACT FOR:** Inver Grove Heights Fire Station No.

**CONTRACT DATE:** 9/12/2018

| ITEM                     | DESCRIPTION                                   | SCHEDULE<br>VALUE | PREVIOUS<br>APPLICATIONS | COMPLETED<br>THIS PERIOD | STORED<br>MATERIAL | COMPLETED<br>STORED | %      | BALANCE   | RETAINAGE |
|--------------------------|-----------------------------------------------|-------------------|--------------------------|--------------------------|--------------------|---------------------|--------|-----------|-----------|
| 82                       | Metal Casework                                | 19,460.00         | 0.00                     | 0.00                     | 0.00               | 0.00                | 0.00   | 19,460.00 | 0.00      |
| 83                       | P Lam Casework/Solid Surface &<br>Quartz Tops | 88,967.00         | 0.00                     | 0.00                     | 0.00               | 0.00                | 0.00   | 88,967.00 | 0.00      |
| 84                       | Elevator-Engineering                          | 27,300.00         | 27,300.00                | 0.00                     | 0.00               | 27,300.00           | 100.00 | 0.00      | 1,365.00  |
| 85                       | Elevator                                      | 50,700.00         | 0.00                     | 0.00                     | 0.00               | 0.00                | 0.00   | 50,700.00 | 0.00      |
| 86                       | Fire Sprinkling                               | 57,962.00         | 51,475.00                | 0.00                     | 0.00               | 51,475.00           | 88.81  | 6,487.00  | 2,573.75  |
| <b>MECHANICAL - HVAC</b> |                                               |                   |                          |                          |                    |                     |        |           |           |
| 87                       | Mobilization                                  | 6,000.00          | 6,000.00                 | 0.00                     | 0.00               | 6,000.00            | 100.00 | 0.00      | 300.00    |
| 88                       | Piping Specialties                            | 12,000.00         | 7,727.00                 | 4,273.00                 | 0.00               | 12,000.00           | 100.00 | 0.00      | 600.00    |
| 89                       | Valves                                        | 6,000.00          | 3,366.00                 | 2,634.00                 | 0.00               | 6,000.00            | 100.00 | 0.00      | 300.00    |
| 90                       | Hangers & Supports                            | 12,000.00         | 11,212.00                | 788.00                   | 0.00               | 12,000.00           | 100.00 | 0.00      | 600.00    |
| 91                       | TAB                                           | 11,000.00         | 0.00                     | 0.00                     | 0.00               | 0.00                | 0.00   | 11,000.00 | 0.00      |
| 92                       | Insulation                                    | 75,000.00         | 0.00                     | 24,334.00                | 0.00               | 24,334.00           | 32.45  | 50,666.00 | 1,216.70  |
| 93                       | Controls                                      | 120,000.00        | 52,139.00                | 38,834.00                | 0.00               | 90,973.00           | 75.81  | 29,027.00 | 4,548.65  |
| 94                       | Hydronic Piping                               | 145,000.00        | 57,500.00                | 37,193.00                | 0.00               | 94,693.00           | 65.31  | 50,307.00 | 4,734.65  |
| 95                       | Pumps                                         | 25,000.00         | 18,652.00                | 4,841.00                 | 0.00               | 23,493.00           | 93.97  | 1,507.00  | 1,174.65  |
| 96                       | Water Treatment                               | 4,000.00          | 0.00                     | 0.00                     | 0.00               | 0.00                | 0.00   | 4,000.00  | 0.00      |
| 97                       | Ducts                                         | 149,500.00        | 111,932.00               | 27,000.00                | 0.00               | 138,932.00          | 92.93  | 10,568.00 | 6,946.60  |
| 98                       | Air Duct Accessories                          | 7,000.00          | 4,306.00                 | 511.00                   | 0.00               | 4,817.00            | 68.81  | 2,183.00  | 240.85    |
| 99                       | Fans                                          | 40,000.00         | 40,000.00                | 0.00                     | 0.00               | 40,000.00           | 100.00 | 0.00      | 2,000.00  |
| 100                      | Air Terminal Units                            | 7,000.00          | 7,000.00                 | 0.00                     | 0.00               | 7,000.00            | 100.00 | 0.00      | 350.00    |
| 101                      | GRDs                                          | 5,000.00          | 722.00                   | 0.00                     | 0.00               | 722.00              | 14.44  | 4,278.00  | 36.10     |

**ALA Type Document**  
Application and Certification for Payment

Page 7 of 8

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

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

**APPLICATION NO:** 9  
**PERIOD TO:** 7/31/2019

**DISTRIBUTION**  
TO:  
- OWNER  
- ARCHITECT  
- CONTRACTOR

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

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

**ARCHITECT'S**  
**PROJECT NO:** 600801

**CONTRACT FOR:** Inver Grove Heights Fire Station No.

**CONTRACT DATE:** 9/12/2018

| ITEM                         | DESCRIPTION              | SCHEDULE<br>VALUE | PREVIOUS<br>APPLICATIONS | COMPLETED<br>THIS PERIOD | STORED<br>MATERIAL | COMPLETED<br>STORED | %      | BALANCE   | RETAINAGE |
|------------------------------|--------------------------|-------------------|--------------------------|--------------------------|--------------------|---------------------|--------|-----------|-----------|
| 102                          | Chimney/Stacks           | 10,000.00         | 4,496.00                 | 0.00                     | 0.00               | 4,496.00            | 44.96  | 5,504.00  | 224.80    |
| 103                          | Boilers                  | 50,000.00         | 0.00                     | 40,000.00                | 0.00               | 40,000.00           | 80.00  | 10,000.00 | 2,000.00  |
| 104                          | Unit Heaters             | 10,500.00         | 0.00                     | 0.00                     | 0.00               | 0.00                | 0.00   | 10,500.00 | 0.00      |
| 105                          | AHU                      | 115,000.00        | 0.00                     | 115,000.00               | 0.00               | 115,000.00          | 100.00 | 0.00      | 5,750.00  |
| 106                          | Heat/Cool Terminal Units | 5,000.00          | 1,682.00                 | 0.00                     | 0.00               | 1,682.00            | 33.64  | 3,318.00  | 84.10     |
| 107                          | Radiation Hydronic Work  | 85,000.00         | 71,930.00                | 3,488.00                 | 0.00               | 75,418.00           | 88.73  | 9,582.00  | 3,770.90  |
| <b>MECHANICAL - PLUMBING</b> |                          |                   |                          |                          |                    |                     |        |           |           |
| 108                          | Specialties              | 101,500.00        | 54,500.00                | 39,000.00                | 0.00               | 93,500.00           | 92.12  | 8,000.00  | 4,675.00  |
| 109                          | Insulation               | 60,000.00         | 22,000.00                | 21,000.00                | 0.00               | 43,000.00           | 71.67  | 17,000.00 | 2,150.00  |
| 110                          | Facility Fuel Piping     | 21,000.00         | 2,500.00                 | 15,000.00                | 0.00               | 17,500.00           | 83.33  | 3,500.00  | 875.00    |
| 111                          | Water Distribution       | 73,000.00         | 35,000.00                | 32,000.00                | 0.00               | 67,000.00           | 91.78  | 6,000.00  | 3,350.00  |
| 112                          | Sanitary Sewage          | 72,000.00         | 54,500.00                | 11,000.00                | 0.00               | 65,500.00           | 90.97  | 6,500.00  | 3,275.00  |
| 113                          | Storm Drainage           | 57,000.00         | 49,000.00                | 4,000.00                 | 0.00               | 53,000.00           | 92.98  | 4,000.00  | 2,650.00  |
| 114                          | Compressed Air           | 16,500.00         | 0.00                     | 0.00                     | 0.00               | 0.00                | 0.00   | 16,500.00 | 0.00      |
| 115                          | Equipment                | 48,000.00         | 0.00                     | 0.00                     | 0.00               | 0.00                | 0.00   | 48,000.00 | 0.00      |
| 116                          | Fixtures                 | 81,000.00         | 0.00                     | 0.00                     | 0.00               | 0.00                | 0.00   | 81,000.00 | 0.00      |
| <b>ELECTRICAL</b>            |                          |                   |                          |                          |                    |                     |        |           |           |
| 117                          | Dakota Electric Service  | 44,775.00         | 44,775.00                | 0.00                     | 0.00               | 44,775.00           | 100.00 | 0.00      | 2,238.75  |
| 118                          | Temp. Electric           | 6,500.00          | 6,500.00                 | 0.00                     | 0.00               | 6,500.00            | 100.00 | 0.00      | 325.00    |
| 119                          | General RI (M)           | 116,100.00        | 44,130.00                | 25,000.00                | 0.00               | 69,130.00           | 59.54  | 46,970.00 | 3,456.50  |
| 120                          | General RI (L)           | 90,343.00         | 83,965.00                | 0.00                     | 0.00               | 83,965.00           | 92.94  | 6,378.00  | 4,198.25  |

**AIA Type Document**  
Application and Certification for Payment

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

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

**APPLICATION NO:** 9  
**PERIOD TO:** 7/31/2019

**DISTRIBUTION**  
TO:  
- OWNER  
- ARCHITECT  
- CONTRACTOR

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

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

**ARCHITECT'S**  
**PROJECT NO:** 600801

**CONTRACT FOR:** Inver Grove Heights Fire Station No.

**CONTRACT DATE:** 9/12/2018

| ITEM                 | DESCRIPTION                | SCHEDULE<br>VALUE     | PREVIOUS<br>APPLICATIONS | COMPLETED<br>THIS PERIOD | STORED<br>MATERIAL | COMPLETED<br>STORED   | %            | BALANCE               | RETAINAGE           |
|----------------------|----------------------------|-----------------------|--------------------------|--------------------------|--------------------|-----------------------|--------------|-----------------------|---------------------|
| 121                  | Light Fixtures (M)         | 108,500.00            | 95,900.00                | 0.00                     | 0.00               | 95,900.00             | 88.39        | 12,600.00             | 4,795.00            |
| 122                  | Light Fixtures (L)         | 60,736.00             | 0.00                     | 15,184.00                | 0.00               | 15,184.00             | 25.00        | 45,552.00             | 759.20              |
| 123                  | Switch Gears (M)           | 28,900.00             | 28,900.00                | 0.00                     | 0.00               | 28,900.00             | 100.00       | 0.00                  | 1,445.00            |
| 124                  | Switch Gears (L)           | 37,960.00             | 18,980.00                | 13,286.00                | 0.00               | 32,266.00             | 85.00        | 5,694.00              | 1,613.30            |
| 125                  | Generator (M)              | 141,270.00            | 0.00                     | 141,270.00               | 0.00               | 141,270.00            | 100.00       | 0.00                  | 7,063.50            |
| 126                  | Generator (L)              | 7,592.00              | 0.00                     | 3,796.00                 | 0.00               | 3,796.00              | 50.00        | 3,796.00              | 189.80              |
| 127                  | Div. 27-Communications (M) | 19,500.00             | 9,000.00                 | 0.00                     | 0.00               | 9,000.00              | 46.15        | 10,500.00             | 450.00              |
| 128                  | Div. 27-Communications (L) | 45,000.00             | 1,000.00                 | 0.00                     | 0.00               | 1,000.00              | 2.22         | 44,000.00             | 50.00               |
| 129                  | Div. 28-Fire Alarms (M)    | 10,000.00             | 9,000.00                 | 0.00                     | 0.00               | 9,000.00              | 90.00        | 1,000.00              | 450.00              |
| 130                  | Div. 28-Fire Alarms (L)    | 10,000.00             | 1,000.00                 | 0.00                     | 0.00               | 1,000.00              | 10.00        | 9,000.00              | 50.00               |
| 131                  | PROFIT & OVERHEAD          | 447,419.00            | 252,977.00               | 56,042.00                | 0.00               | 309,019.00            | 69.07        | 138,400.00            | 15,450.95           |
| 132                  | Change Order #001          | 2,558.00              | 2,558.00                 | 0.00                     | 0.00               | 2,558.00              | 100.00       | 0.00                  | 127.90              |
| 133                  | Change Order #002          | 11,998.00             | 11,998.00                | 0.00                     | 0.00               | 11,998.00             | 100.00       | 0.00                  | 599.90              |
| 134                  | Change Order #003          | 13,451.00             | 4,000.00                 | 0.00                     | 0.00               | 4,000.00              | 29.74        | 9,451.00              | 200.00              |
| 135                  | Change Order #004          | 14,217.00             | 0.00                     | 8,217.00                 | 0.00               | 8,217.00              | 57.80        | 6,000.00              | 410.85              |
| 136                  | Change Order #005          | 14,110.00             | 0.00                     | 14,110.00                | 0.00               | 14,110.00             | 100.00       | 0.00                  | 705.50              |
| 137                  | Change Order #006          | 14,577.00             | 0.00                     | 12,577.00                | 0.00               | 12,577.00             | 86.28        | 2,000.00              | 628.85              |
| <b>REPORT TOTALS</b> |                            | <b>\$8,735,911.00</b> | <b>\$4,904,300.00</b>    | <b>\$1,083,100.00</b>    | <b>\$61,500.00</b> | <b>\$6,048,900.00</b> | <b>69.24</b> | <b>\$2,687,011.00</b> | <b>\$302,445.00</b> |

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 26, 2019  
 Item Type: Consent  
 Contact: Judy Thill, 651-450-2495  
 Prepared by: Judy Thill, Fire Chief  
 Reviewed by: n/a

**Fiscal/FTE Impact:**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input type="checkbox"/>            | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input checked="" type="checkbox"/> | Other                              |

**PURPOSE/ACTION REQUESTED**

Request approval of the authorized Change Order #4 for \$14,217.00, Change Order #5 for \$14,110.00, and Change Order #6 for \$14,577.00 for Project 2014-10 Fire Station #2 New Construction.

**SUMMARY**

Change order #4 for \$14,217.00 was needed to add apparatus bay controllers, room soffit, tile and sill and credit changes in casework. Change Order #5 for \$14,110.00, was needed to add a cage ladder for the outside and change miscellaneous electrical, and credit for casework changes. Change Order #6 for \$14,577.00 was needed for joist revisions, training supports, conduit and mesh partition. Total of all change orders to date is \$70,911.00.

At the October 22, 2018 Council meeting, City Council approved a Resolution allowing the Fire Chief to authorize change orders up to \$15,000.00. The Fire Chief has authorized the work in these change orders. Funding will come out of Contingency Funds for Project 2014-10 Fire Station #2 New Construction. After these change orders, \$195,783.00 of the \$424,940.00 in Contingency Funds is remaining.

Staff recommends approval of the authorized Change Order #4 for \$14,217.00, Change Order #5 for \$14,110.00, and Change Order #6 for \$14,577.00, for a total of \$42,904.00 and a revised contract amount of \$8,735,911.00.

Attachments: Change Orders 4, 5 and 6



# **AIA® Document G701™ – 2001**

## **Change Order**

|                                                                                                                              |                                                                                                                            |                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PROJECT (Name and address):</b><br>Inver Grove Heights Fire Station No. 2<br>Inver Grove Heights, MN                      | <b>CHANGE ORDER NUMBER:</b> 004<br><b>DATE:</b> 7/31/2019                                                                  | <b>OWNER:</b> <input checked="" type="checkbox"/><br><b>ARCHITECT:</b> <input checked="" type="checkbox"/><br><b>CONTRACTOR:</b> <input checked="" type="checkbox"/><br><b>FIELD:</b> <input type="checkbox"/><br><b>OTHER:</b> <input type="checkbox"/> |
| <b>TO CONTRACTOR (Name and address):</b><br>Jorgenson Construction, Inc.<br>9255 East River Road NW<br>Coon Rapids, MN 55433 | <b>ARCHITECT'S PROJECT NUMBER:</b> 600801<br><b>CONTRACT DATE:</b> 09/12/2018<br><b>CONTRACT FOR:</b> General Construction |                                                                                                                                                                                                                                                          |

### **THE CONTRACT IS CHANGED AS FOLLOWS:**

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
See attached.

|                                                                          |                 |
|--------------------------------------------------------------------------|-----------------|
| The original Contract Sum was                                            | \$ 8,665,000.00 |
| The net change by previously authorized Change Orders                    | \$ 28,007.00    |
| The Contract Sum prior to this Change Order was                          | \$ 8,693,007.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 14,217.00    |
| The new Contract Sum including this Change Order will be                 | \$ 8,707,224.00 |

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 08/09/2019.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Wendel SGN Architecture, Inc.

(Wendel)

**ARCHITECT (Firm name)**

401 2<sup>nd</sup> Avenue N, #206  
Minneapolis, MN 55401

**ADDRESS**

**BY (Signature)**

*Nichisha Benjamin*  
(Typed name)

8.1.19

**DATE**

Jorgenson Construction, Inc.

**CONTRACTOR (Firm name)**

9255 East River Road NW  
Coon Rapids, MN 55433

**ADDRESS**

**BY (Signature)**

*SWAGNE KANNE*  
(Typed name)

8/1/19

**DATE**

City of Inver Grove Heights

**OWNER (Firm name)**

8150 Barbara Avenue East,  
Inver Grove Heights, MN 55077

**ADDRESS**

**BY (Signature)**

*Gayle A. Smith*  
(Typed name)

8/6/19

**DATE**



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**Date:** 07/26/19  
**Project:** Inver Grove Heights Fire Station No. 2  
  
**Comm. No.:** 600801  
**Subject:** Change Order No. 004 Tabulation  
**Memo by:** Nickisha Benjamin; Wendel  
**Memo to:** Judy Thill, Eric Bergum; City of Inver Grove Heights  
Paul Oberhaus; CPMI  
Dwayne Kanne; Jorgenson Construction

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| Proposal Request # | Description                | Cost        |
|--------------------|----------------------------|-------------|
| PR-020             | Cast Stone Sill at Tower   | \$1,630.00  |
| PR-023             | Hall #124 Tile             | \$2,970.00  |
| PR-024             | Training Room Soffit       | \$2,325.00  |
| PR-025             | Training Room Floor Boxes  | -\$1,827.00 |
| PR-026             | Apparatus Bay Controllers  | \$9,119.00  |
|                    |                            |             |
|                    | Change Order No. 004 Total | \$14,217.00 |

# **AIA® Document G701™ – 2001**

## Change Order

|                                                                                                                              |                                                                                                                           |                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PROJECT (Name and address):</b><br>Inver Grove Heights Fire Station No. 2<br>Inver Grove Heights, MN                      | <b>CHANGE ORDER NUMBER:</b> 005<br><b>DATE:</b> 7/31/2019                                                                 | <b>OWNER:</b> <input checked="" type="checkbox"/><br><b>ARCHITECT:</b> <input checked="" type="checkbox"/><br><b>CONTRACTOR:</b> <input checked="" type="checkbox"/><br><b>FIELD:</b> <input type="checkbox"/><br><b>OTHER:</b> <input type="checkbox"/> |
| <b>TO CONTRACTOR (Name and address):</b><br>Jorgenson Construction, Inc.<br>9255 East River Road NW<br>Coon Rapids, MN 55433 | <b>ARCHITECT'S PROJECT NUMBER:</b> 600801<br><b>CONTRACT DATE:</b> 9/12/2018<br><b>CONTRACT FOR:</b> General Construction |                                                                                                                                                                                                                                                          |

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
See attached.

|                                                                          |                 |
|--------------------------------------------------------------------------|-----------------|
| The original Contract Sum was                                            | \$ 8,665,000.00 |
| The net change by previously authorized Change Orders                    | \$ 42,224.00    |
| The Contract Sum prior to this Change Order was                          | \$ 8,707,224.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 14,110.00    |
| The new Contract Sum including this Change Order will be                 | \$ 8,721,334.00 |

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 08/09/2019.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Wendel SGN Architecture, Inc.  
(Wendel)

**ARCHITECT (Firm name)**

401 2nd Avenue N, #206  
Minneapolis, MN 55401

**ADDRESS**

**BY (Signature)**

**(Typed name)**

**DATE**

Jorgenson Construction, Inc.

**CONTRACTOR (Firm name)**

9255 East River Road NW  
Coon Rapids, MN 55433

**ADDRESS**

**BY (Signature)**

**(Typed name)**

**DATE**

City of Inver Grove Heights

**OWNER (Firm name)**

8150 Barbara Avenue East,  
Inver Grove Heights, MN 55077

**ADDRESS**

**BY (Signature)**

**(Typed name)**

**DATE**





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**Date:** 07/26/19  
**Project:** Inver Grove Heights Fire Station No. 2  
  
**Comm. No.:** 600801  
**Subject:** Change Order No. 005 Tabulation  
**Memo by:** Nickisha Benjamin; Wendel  
**Memo to:** Judy Thill, Eric Bergum; City of Inver Grove Heights  
Paul Oberhaus; CPMI  
Dwayne Kanne; Jorgenson Construction

---

| Proposal Request #         | Description                      | Cost        |
|----------------------------|----------------------------------|-------------|
| PR-018B                    | Misc. Electrical                 | \$12,658.00 |
| PR-019B                    | Cage Ladder                      | \$1,967.00  |
| PR-019C                    | Owner Requested Casework Changes | -\$515.00   |
|                            |                                  |             |
| Change Order No. 004 Total |                                  | \$14,110.00 |

# **AIA® Document G701™ – 2001**

## **Change Order**

|                                                                                                                              |                                                                                                                            |                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PROJECT (Name and address):</b><br>Inver Grove Heights Fire Station No. 2<br>Inver Grove Heights, MN                      | <b>CHANGE ORDER NUMBER:</b> 006<br><b>DATE:</b> 08/01/2019                                                                 | <b>OWNER:</b> <input checked="" type="checkbox"/><br><b>ARCHITECT:</b> <input checked="" type="checkbox"/><br><b>CONTRACTOR:</b> <input checked="" type="checkbox"/><br><b>FIELD:</b> <input type="checkbox"/><br><b>OTHER:</b> <input type="checkbox"/> |
| <b>TO CONTRACTOR (Name and address):</b><br>Jorgenson Construction, Inc.<br>9255 East River Road NW<br>Coon Rapids, MN 55433 | <b>ARCHITECT'S PROJECT NUMBER:</b> 600801<br><b>CONTRACT DATE:</b> 09/12/2018<br><b>CONTRACT FOR:</b> General Construction |                                                                                                                                                                                                                                                          |

### **THE CONTRACT IS CHANGED AS FOLLOWS:**

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
See attached.

|                                                                          |                 |
|--------------------------------------------------------------------------|-----------------|
| The original Contract Sum was                                            | \$ 8,665,000.00 |
| The net change by previously authorized Change Orders                    | \$ 56334.00     |
| The Contract Sum prior to this Change Order was                          | \$ 8,721,334.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 14,577.00    |
| The new Contract Sum including this Change Order will be                 | \$ 8,735,911.00 |

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 08/09/2019.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### **NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Wendel SGN Architecture, Inc.  
(Wendel)

**ARCHITECT (Firm name)**

401 2<sup>nd</sup> Avenue N, #206  
Minneapolis, MN 55401

**ADDRESS**

**BY (Signature)**

8.2.19  
(Typed name)

**DATE**

Jorgenson Construction, Inc.

**CONTRACTOR (Firm name)**

9255 East River Road NW  
Coon Rapids, MN 55433

**ADDRESS**

**BY (Signature)**

WAYNE KANNE  
(Typed name)

**DATE**

City of Inver Grove Heights

**OWNER (Firm name)**

8150 Barbara Avenue East,  
Inver Grove Heights, MN 55077

**ADDRESS**

**BY (Signature)**

Wayne Kanne  
(Typed name)

**DATE**



---

**Date:** 08/01/19  
**Project:** Inver Grove Heights Fire Station No. 2  
**Comm. No.:** 600801  
**Subject:** Change Order No. 006 Tabulation  
**Memo by:** Nickisha Benjamin; Wendel  
**Memo to:** Judy Thill, Eric Bergum; City of Inver Grove Heights  
Paul Oberhaus; CPMI  
Dwayne Kanne, Jeff Bauer; Jorgenson Construction

---

| Proposal Request # | Description                        | Cost        |
|--------------------|------------------------------------|-------------|
| GCPR-004           | Dakota Electric Additional Conduit | \$2,372.00  |
| PR-004             | Smoke Dampers/Detectors            | \$0.00      |
| PR-019A            | Basement Mesh Partition            | \$1,864.00  |
| PR-022             | Apparatus Bay Joist Revision       | \$9,185.00  |
| PR-027             | Roof Training Supports             | \$1,156.00  |
|                    |                                    |             |
|                    | Change Order No. 006 Total         | \$14,577.00 |



## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

Meeting Date: August 26, 2019  
 Item Type: Consent  
 Contact: Judy Thill, Fire Chief  
 Prepared by: Judy Thill, Fire Chief  
 Reviewed by: n/a

**Fiscal/FTE Impact:**

|                                     |                                                                  |
|-------------------------------------|------------------------------------------------------------------|
| <input type="checkbox"/>            | None                                                             |
| <input type="checkbox"/>            | Amount included in current budget                                |
| <input type="checkbox"/>            | Budget amendment requested                                       |
| <input type="checkbox"/>            | FTE included in current complement                               |
| <input type="checkbox"/>            | New FTE requested – N/A                                          |
| <input checked="" type="checkbox"/> | Other: Sale of General Obligation Capital Improvement Plan Bonds |

**PURPOSE/ACTION REQUESTED:** Consider authorizing the Fire Chief to proceed with the purchase of Furniture, Fixtures and Equipment, per the accepted budget for Project 2014-10 Fire Station #2 New Construction, as proposed and reviewed by Council on August 6, 2018.

**SUMMARY**

At the August 6, 2018 Special Council Meeting, Council was provided with cost estimates for each component of the new Fire Station #2. These estimates included Building Construction, Contingency Fund, Utilities, Furniture, Fixtures and Equipment (FF&E), and Administration. The Budget for FF&E was set at \$650,000 and will not be exceeded. The budget is broken down into these main components: Training, Appliances, Self-Contained Breathing Apparatus (SCBA), Maintenance, Workout, Gear Lockers, Furniture, and Communication.

The following includes a summary of items and total costs for each category:

- Training (roof and basement training equipment) = \$90,000
- Appliances (decontamination/basic laundry cleaning and kitchen appliances) = \$62,000
- Self-Contained Breathing Apparatus (air compressor, fill station, test bench) = \$54,650
- Maintenance (SCBA washer, pressure washer, hose and janitorial equipment) = \$65,000
- Workout (all workout equipment for the exercise room) = \$28,000
- Gear Lockers (lockers on the main level that hold firefighter gear) = \$36,000
- Furniture (all office, dormitory, training room and casual furniture) = \$165,000
- Communication (base radio system, station alerting system, cell phone booster) = \$149,350

Total for all FF&E is \$650,000.

Staff recommends authorizing the Fire Chief to proceed with the purchase of Furniture, Fixtures and Equipment, per the accepted budget of \$650,000 for Project 2014-10 Fire Station #2 New Construction, as proposed and reviewed by Council on August 6, 2018.

## CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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**Consider Setting Special Meeting Dates**

Meeting Date: August 26, 2019  
Item Type: Consent  
Contact: Joe Lynch, 651-450-2511  
Prepared by: Joe Lynch, City Administrator  
Reviewed by:

**Fiscal/FTE Impact:**

- |                                     |                                    |
|-------------------------------------|------------------------------------|
| <input type="checkbox"/>            | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input checked="" type="checkbox"/> | Other                              |

**PURPOSE/ACTION REQUESTED**

Council is asked to set Monday, September 9<sup>th</sup> at 5:00 p.m. as a Special Meeting to complete the 2018 performance review of the City Administrator and Monday, September 23<sup>rd</sup> at 5:00 p.m. as a Special Meeting to discuss and determine the goals and priorities for the City and departments for 2020. Notice will be posted for each meeting as required.

JL

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Pay Voucher No. 2 for City Project No. 2015-03 65<sup>th</sup> Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 NWA Trunk Watermain Improvements-65<sup>th</sup> Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane**

Meeting Date: August 26, 2019  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

*TJK*  
*SDT*  
*SB*

**Fiscal/FTE Impact:**

- |                                     |                                                                                    |
|-------------------------------------|------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | None                                                                               |
| <input type="checkbox"/>            | Amount included in current budget                                                  |
| <input type="checkbox"/>            | Budget amendment requested                                                         |
| <input type="checkbox"/>            | FTE included in current complement                                                 |
| <input type="checkbox"/>            | New FTE requested – N/A                                                            |
| <input checked="" type="checkbox"/> | Other: Municipal State Aid Funds, Special Assessments, Developer Funds, City Funds |

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 2 for City Project No. 2015-03 65<sup>th</sup> Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 NWA Trunk Watermain Improvements-65<sup>th</sup> 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. 2 is for work that occurred through July 31, 2019 and includes watermain, storm sewer, material hauling and sub grade placement for the 65<sup>th</sup> Street improvements and watermain installation.

I recommend approval of Pay Voucher No. 2 in the amount of \$ 478,738.15 for work on the 2019 Capital Improvement Program, City Project No. 2015-03 65<sup>th</sup> Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 NWA Trunk Watermain Improvements-65<sup>th</sup> Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane

TJK/me

Attachments: Pay Voucher No. 2

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

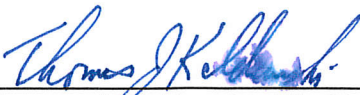
ESTIMATE NO: 2 (two)  
DATE: August 26, 2019  
PERIOD ENDING: July 31, 2019  
PROJECT NO: City Project No. 2015-03 65<sup>th</sup> Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 NWA Trunk Watermain Improvements-65<sup>th</sup> Street Loop (Phase IV of 2015-12) from 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.....             | \$821,723.53   |
| Less Retained (5%) .....                     | \$41,086.18    |
| Less Previous Payment.....                   | \$301,899.20   |
| Total Approved for Payment this Voucher..... | \$478,738.15   |
| Total Payments including this Voucher .....  | \$780,637.35   |

**Approvals:**

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

|            |                                                                                                                           |                                |
|------------|---------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Signed by: | <br>Thomas J. Kaldunski, City Engineer | <u>August 26, 2019</u><br>Date |
| Signed by: | _____<br>Danner, Inc.                                                                                                     | _____<br>Date                  |
| Signed by: | _____<br>George Tourville, Mayor                                                                                          | <u>August 26, 2019</u><br>Date |



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Pay Voucher No. 1 for City Project No. 2018-09D – Atwater Path Pavement Replacement, City Project No. 2018-09F – 55th Street & 55th Street Court Reconstruction, and City Project No. 2017-07, EVP Site Borrow Placement**

Meeting Date: August 26, 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

*Handwritten initials: TK, SWD, SA, SB*

**Fiscal/FTE Impact:**

|                                     |                                                                                                  |
|-------------------------------------|--------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | None                                                                                             |
| <input type="checkbox"/>            | Amount included in current budget                                                                |
| <input type="checkbox"/>            | Budget amendment requested                                                                       |
| <input type="checkbox"/>            | FTE included in current complement                                                               |
| <input type="checkbox"/>            | New FTE requested – N/A                                                                          |
| <input checked="" type="checkbox"/> | Other: Pavement Management Fund, Special Assessments, Utility Funds, Street Reconstruction Bonds |

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 1 for City Project No. 2018-09D – Atwater Path Pavement Replacement, City Project No. 2018-09F – 55th Street & 55th Street Court Reconstruction, and City Project No. 2017-07, EVP Site Borrow Placement.

**SUMMARY**

The improvements were ordered as part of the 2019 Pavement Management Program. The contract was awarded in the amount of \$1,430,292.05 to Veit & Company, Inc., on May 28, 2019 for the 2019 Pavement Management Program, City Project No. 2018-09D – Atwater Path Pavement Replacement, City Project No. 2018-09F – 55th Street & 55th Street Court Reconstruction, and City Project No. 2017-07, EVP Site Borrow Placement.

I recommend approval of Pay Voucher No. 1, in the amount of \$498,303.88 for work on City Project No. 2018-09D – Atwater Path Pavement Replacement, City Project No. 2018-09F – 55th Street & 55th Street Court Reconstruction, and City Project No. 2017-07, EVP Site Borrow Placement.

SWD/nh

Attachments: Pay Voucher No. 1

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

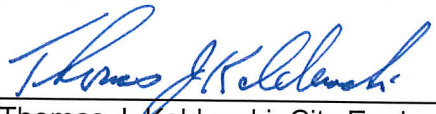
ESTIMATE NO: 1 (One)  
DATE: August 26, 2019  
PERIOD ENDING: July 31, 2019  
CONTRACT: 2019 Pavement Management Program  
PROJECT NO: 2018-09D – Atwater Path Pavement Replacement, City Project No. 2018-09F – 55th Street & 55th Street Court Reconstruction, and City Project No. 2017-07, EVP Site Borrow Placement

TO: Veit & Company, Inc.  
14000 Veit Place  
Rogers, MN 55374

|                                              |                |
|----------------------------------------------|----------------|
| Original Contract Amount .....               | \$1,430,292.05 |
| Total Addition (Change Order No. 2) .....    | \$31,331.10    |
| Total Deduction (Change Order No. 1) .....   | (\$40,000.00)  |
| Total Contract Amount.....                   | \$1,421,623.15 |
| Total Value of Work to Date.....             | \$524,530.40   |
| Less Retained (5%) .....                     | \$26,226.52    |
| Less Previous Payment.....                   | \$0.00         |
| Total Approved for Payment this Voucher..... | \$498,303.88   |
| Total Payments including this Voucher .....  | \$498,303.88   |

**Approvals:**

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through July 31, 2018.

|            |                                                                                                                           |                        |
|------------|---------------------------------------------------------------------------------------------------------------------------|------------------------|
| Signed by: | <br>Thomas J. Kaldunski, City Engineer | <u>August 26, 2019</u> |
| Signed by: | _____<br>Veit & Company, Inc.                                                                                             | _____<br>Date          |
| Signed by: | _____<br>George Tourville, Mayor                                                                                          | <u>August 26, 2019</u> |



PAYMENT DETAIL LIST

Contract: CP 2018-09D, 2018-09F, 2017-07  
 Owner: City of Inver Grove Heights  
 Projects: Atwater Path Pavement Replacement  
 55th Street and 55th Street Court Reconstruction  
 Met Council Grant - Heritage Village Park Soil Borrow Placement

| Schedule: 1.1                                                         |            |                                                    |      |                    |                  |                     |                      |                             |  |
|-----------------------------------------------------------------------|------------|----------------------------------------------------|------|--------------------|------------------|---------------------|----------------------|-----------------------------|--|
| Description: 55th Street and 55th Street Court Reconstruction Streets |            |                                                    |      |                    |                  |                     |                      |                             |  |
| 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             | \$ 19,955.00        | \$ 19,955.00         | \$ 19,955.00                |  |
| 2                                                                     | 2101.524   | CLEARING                                           | TREE | 4.00               | 1.00             | \$ 451.00           | \$ 1,804.00          | \$ 451.00                   |  |
| 3                                                                     | 2101.524   | GRUBBING                                           | TREE | 4.00               | 1.00             | \$ 226.00           | \$ 904.00            | \$ 226.00                   |  |
| 4                                                                     | 2104.502   | SALVAGE SIGN TYPE C                                | EACH | 10.00              | 0.00             | \$ 45.75            | \$ 457.50            | \$ -                        |  |
| 5                                                                     | 2104.503   | REMOVE CURB & GUTTER                               | LF   | 2295.00            | 2,232.00         | \$ 2.55             | \$ 5,852.25          | \$ 5,891.60                 |  |
| 6                                                                     | 2104.504   | REMOVE BITUMINOUS PAVEMENT (P)                     | SY   | 5883.00            | 5,883.00         | \$ 2.85             | \$ 16,766.55         | \$ 16,766.55                |  |
| 7                                                                     | 2104.504   | REMOVE CONCRETE DRIVEWAY PAVEMENT                  | SY   | 73.00              | 0.00             | \$ 8.50             | \$ 620.50            | \$ -                        |  |
| 8                                                                     | 2104.504   | REMOVE BITUMINOUS DRIVEWAY PAVEMENT                | SY   | 498.00             | 0.00             | \$ 2.40             | \$ 1,195.20          | \$ -                        |  |
| 9                                                                     | 2105.504   | GEOTEXTILE FABRIC, TYPE V, WOVEN                   | SY   | 6755.00            | 6,755.00         | \$ 1.15             | \$ 7,768.25          | \$ 7,768.25                 |  |
| 10                                                                    | 2105.607   | COMMON EXCAVATION (P)                              | CY   | 6732.00            | 6,732.00         | \$ 27.05            | \$ 182,100.60        | \$ 182,100.60               |  |
| 11                                                                    | 2105.607   | COMMON EXCAVATION - CONTAMINATED MATERIAL          | CY   | 171.00             | 0.00             | \$ 43.30            | \$ 7,404.30          | \$ -                        |  |
| 12                                                                    | 2105.607   | SUBGRADE EXCAVATION (CORRECTION)                   | CY   | 563.00             | 6.00             | \$ 18.40            | \$ 10,359.20         | \$ 110.40                   |  |
| 13                                                                    | 2105.609   | STABILIZING AGGREGATE                              | TON  | 1013.00            | 0.00             | \$ 26.50            | \$ 26,844.50         | \$ -                        |  |
| 14                                                                    | 2105.609   | SELECT GRANULAR BORROW (P)                         | CY   | 4503.00            | 4,503.00         | \$ 21.30            | \$ 95,913.90         | \$ 95,913.90                |  |
| 15                                                                    | 2123.610   | STREET SWEEPER (WITH PICKUP BROOM)                 | HR   | 30.00              | 0.00             | \$ 127.50           | \$ 3,825.00          | \$ -                        |  |
| 16                                                                    | 2130.501   | WATER                                              | MGAL | 152.00             | 0.00             | \$ 95.00            | \$ 14,440.00         | \$ -                        |  |
| 17                                                                    | 2211.509   | AGGREGATE BASE CLASS 5                             | TON  | 2813.00            | 0.00             | \$ 16.45            | \$ 46,273.85         | \$ -                        |  |
| 18                                                                    | 2232.604   | EDGE MILL BITUMINOUS SURFACE                       | SY   | 95.00              | 0.00             | \$ 6.00             | \$ 570.00            | \$ -                        |  |
| 19                                                                    | 2331.603   | JOINT ADHESIVE (MASTIC)                            | LF   | 2496.00            | 0.00             | \$ 0.75             | \$ 1,872.00          | \$ -                        |  |
| 20                                                                    | 2357.506   | BITUMINOUS MATERIAL FOR TACK COAT                  | GAL  | 435.00             | 0.00             | \$ 5.00             | \$ 2,175.00          | \$ -                        |  |
| 21                                                                    | 2360.509   | TYPE SP 9.5 WEARING COURSE MIXTURE (3.C)           | TON  | 786.00             | 0.00             | \$ 82.85            | \$ 65,120.10         | \$ -                        |  |
| 22                                                                    | 2360.509   | TYPE SP 12.5 NON WEARING COURSE MIXTURE (3.C)      | TON  | 786.00             | 0.00             | \$ 71.00            | \$ 55,806.00         | \$ -                        |  |
| 23                                                                    | 2360.509   | TYPE SP 9.5 WEARING COURSE MIXTURE (2.E), DRIVEWAY | TON  | 90.00              | 0.00             | \$ 145.50           | \$ 13,095.00         | \$ -                        |  |
| 24                                                                    | 2501.602   | EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)      | EACH | 3.00               | 0.00             | \$ 654.00           | \$ 1,962.00          | \$ -                        |  |
| 25                                                                    | 2503.603   | 4" OR 6" SOLID OR PERFORATED PVC PIPE DRAIN        | LF   | 2260.00            | 2,260.00         | \$ 6.95             | \$ 15,707.00         | \$ 15,707.00                |  |
| 26                                                                    | 2521.518   | 6" CONCRETE WALK                                   | SF   | 3050.00            | 0.00             | \$ 5.65             | \$ 17,232.50         | \$ -                        |  |
| 27                                                                    | 2521.518   | PEDESTRIAN CURB RAMP                               | EACH | 2.00               | 0.00             | \$ 1,063.00         | \$ 2,126.00          | \$ -                        |  |
| 28                                                                    | 2531.503   | CONCRETE CURB AND GUTTER DESIGN B618               | LF   | 2363.00            | 0.00             | \$ 16.70            | \$ 39,462.10         | \$ -                        |  |
| 29                                                                    | 2531.503   | CONCRETE CURB AND GUTTER DESIGN SURMOUNTABLE       | LF   | 133.00             | 0.00             | \$ 23.95            | \$ 3,185.35          | \$ -                        |  |
| 30                                                                    | 2531.504   | 6" CONCRETE DRIVEWAY PAVEMENT                      | SY   | 31.00              | 0.00             | \$ 93.50            | \$ 2,898.50          | \$ -                        |  |
| 31                                                                    | 2531.504   | 8" CONCRETE DRIVEWAY PAVEMENT                      | SY   | 141.00             | 0.00             | \$ 98.50            | \$ 13,888.50         | \$ -                        |  |
| 32                                                                    | 2531.601   | DRIVEWAY (SPECIAL) ALLOWANCE                       | LS   | 1.00               | 0.00             | \$ 5,000.00         | \$ 5,000.00          | \$ -                        |  |
| 33                                                                    | 2531.607   | HIGH EARLY STRENGTH CONCRETE SURCHARGE             | CY   | 30.00              | 0.00             | \$ 20.00            | \$ 600.00            | \$ -                        |  |
| 34                                                                    | 2540.601   | MAILBOX MAINTENANCE                                | LS   | 1.00               | 0.00             | \$ 2,866.00         | \$ 2,866.00          | \$ -                        |  |
| 35                                                                    | 2563.601   | TRAFFIC CONTROL                                    | LS   | 1.00               | 0.00             | \$ 1,714.00         | \$ 1,714.00          | \$ 857.00                   |  |
| 36                                                                    | 2564.518   | SIGN PANELS TYPE C                                 | SF   | 16.00              | 0.00             | \$ 57.00            | \$ 912.00            | \$ -                        |  |
| 37                                                                    | 2564.602   | SIGN PANEL TYPE SPECIAL                            | EACH | 2.00               | 0.00             | \$ 457.00           | \$ 914.00            | \$ -                        |  |
| 38                                                                    | 2564.602   | INSTALL SALVAGED SIGN AND POST                     | EACH | 4.00               | 0.00             | \$ 194.00           | \$ 776.00            | \$ -                        |  |
| 39                                                                    | 2564.618   | CONSTRUCTION SIGN - SPECIAL                        | SF   | 48.00              | 0.00             | \$ 22.85            | \$ 1,096.80          | \$ -                        |  |
| 40                                                                    | 2572.610   | TREE PRUNING                                       | HR   | 4.00               | 0.00             | \$ 526.00           | \$ 2,104.00          | \$ -                        |  |
| 41                                                                    | 2573.501   | STABILIZED CONSTRUCTION EXIT                       | LS   | 1.00               | 0.00             | \$ 2,065.00         | \$ 2,065.00          | \$ 2,065.00                 |  |
| 42                                                                    | 2573.501   | EROSION CONTROL SUPERVISOR                         | LS   | 1.00               | 0.50             | \$ 142.00           | \$ 142.00            | \$ 71.00                    |  |
| 43                                                                    | 2573.502   | STORM DRAIN INLET PROTECTION                       | EACH | 10.00              | 16.00            | \$ 175.50           | \$ 1,755.00          | \$ 2,808.00                 |  |
| 44                                                                    | 2573.503   | SEDIMENT CONTROL LOGS, TYPE COMPOST                | LF   | 50.00              | 0.00             | \$ 3.30             | \$ 165.00            | \$ -                        |  |
| 45                                                                    | 2573.601   | STORMWATER MANAGEMENT ALLOWANCE                    | LS   | 1.00               | 0.29             | \$ 5,000.00         | \$ 5,000.00          | \$ 1,450.00                 |  |
| 46                                                                    | 2574.507   | BOULEVARD TOPSOIL BORROW, 4" THICK                 | CY   | 657.00             | 0.00             | \$ 43.00            | \$ 28,251.00         | \$ -                        |  |
| 47                                                                    | 2575.604   | FUTERRA FIBER MAT, SEED 25-151, FERTILIZER         | SY   | 2987.00            | 0.00             | \$ 2.25             | \$ 6,720.75          | \$ -                        |  |
| 48                                                                    | 2582.503   | 12" SOLID LINE WHITE - MULTI COMP                  | LF   | 40.00              | 0.00             | \$ 13.50            | \$ 540.00            | \$ -                        |  |

Schedule 1.1 Subtotal:

\$ 738,206.20 \$ 351,941.30

## Schedule: 1.2

Description: 55th Street and 55th Street Court Reconstruction Sanitary Sewer

| Item No. | Mn/DOT No. | Item Description                                  | Unit | Estimated Quantity | Quantity To-Date | Contract Unit Price | Total Estimated Cost | Total Contract Cost To-Date |
|----------|------------|---------------------------------------------------|------|--------------------|------------------|---------------------|----------------------|-----------------------------|
| 49       | 2104.502   | REMOVE CASTING & RINGS (SANITARY)                 | EACH | 6.00               | 6.00             | \$ 83.50            | \$ 501.00            | \$ 501.00                   |
| 50       | 2503.602   | FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL | EACH | 6.00               | 6.00             | \$ 442.00           | \$ 2,652.00          | \$ 2,652.00                 |
| 51       | 2506.502   | INSTALL NEW RINGS AND CASTING (SANITARY)          | EACH | 1.00               | 3.00             | \$ 1,113.00         | \$ 1,113.00          | \$ 3,339.00                 |
| 52       | 2506.602   | RECONSTRUCT SANITARY MANHOLE                      | EACH | 5.00               | 5.00             | \$ 3,223.00         | \$ 16,115.00         | \$ 16,115.00                |

Schedule 1.2 Subtotal:

\$ 20,381.00 \$ 22,607.00

## Schedule: 1.3

Description: 55th Street and 55th Street Court Reconstruction Water Main

| Item No. | Mn/DOT No. | Item Description                      | Unit  | Estimated Quantity | Quantity To-Date | Contract Unit Price | Total Estimated Cost | Total Contract Cost To-Date |
|----------|------------|---------------------------------------|-------|--------------------|------------------|---------------------|----------------------|-----------------------------|
| 53       | 2104.602   | REMOVE HYDRANT & VALVE                | EACH  | 4.00               | 4.00             | \$ 495.00           | \$ 1,980.00          | \$ 1,980.00                 |
| 54       | 2104.602   | REMOVE CASTING & RINGS (WATER)        | EACH  | 1.00               | 1.00             | \$ 82.50            | \$ 82.50             | \$ 82.50                    |
| 55       | 2504.602   | HYDRANT & GATE VALVE                  | EACH  | 4.00               | 3.00             | \$ 12,600.00        | \$ 50,400.00         | \$ 37,800.00                |
| 56       | 2504.602   | REMOVE AND REPLACE GATE VALVE BOX     | EACH  | 4.00               | 3.00             | \$ 11,110.00        | \$ 44,440.00         | \$ 33,330.00                |
| 57       | 2504.602   | REMOVE AND REPLACE GATE VALVE BOLTS   | EACH  | 4.00               | 4.00             | \$ 360.00           | \$ 1,440.00          | \$ 1,440.00                 |
| 58       | 2504.602   | INSTALL NEW RINGS AND CASTING (WATER) | EACH  | 1.00               | 1.00             | \$ 1,113.00         | \$ 1,113.00          | \$ 1,113.00                 |
| 59       | 2504.608   | DUCTILE IRON FITTINGS                 | POUND | 300.00             | 300.00           | \$ 3.20             | \$ 960.00            | \$ 960.00                   |

Schedule 1.3 Subtotal:

\$ 100,415.50 \$ 76,705.50

## Schedule: 1.4

Description: 55th Street and 55th Street Court Reconstruction Storm Sewer

| Item No. | Mn/DOT No. | Item Description                                       | Unit | Estimated Quantity | Quantity To-Date | Contract Unit Price | Total Estimated Cost | Total Contract Cost To-Date |
|----------|------------|--------------------------------------------------------|------|--------------------|------------------|---------------------|----------------------|-----------------------------|
| 60       | 2104.502   | REMOVE DRAINAGE STRUCTURE                              | EACH | 9.00               | 9.00             | \$ 475.50           | \$ 4,279.50          | \$ 4,279.50                 |
| 61       | 2104.502   | REMOVE CASTING & RINGS (STORM)                         | EACH | 1.00               | 1.00             | \$ 83.00            | \$ 83.00             | \$ 83.00                    |
| 62       | 2104.503   | REMOVE SEWER PIPE (STORM)                              | LF   | 210.00             | 195.00           | \$ 29.50            | \$ 6,195.00          | \$ 5,762.50                 |
| 63       | 2451.609   | GRANULAR BACKFILL (STORM)                              | TON  | 172.00             | 0.00             | \$ 18.85            | \$ 3,242.20          | \$ -                        |
| 64       | 2503.503   | 15" RC PIPE SEWER CLASS V                              | LF   | 187.00             | 187.00           | \$ 56.80            | \$ 10,621.60         | \$ 10,621.60                |
| 65       | 2506.502   | CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3'              | EACH | 6.00               | 6.00             | \$ 2,286.00         | \$ 13,716.00         | \$ 13,716.00                |
| 66       | 2506.502   | CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020            | EACH | 3.00               | 3.00             | \$ 3,740.00         | \$ 11,220.00         | \$ 11,220.00                |
| 67       | 2506.502   | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (SCICLONE) | EACH | 2.00               | 2.00             | \$ 12,070.00        | \$ 24,140.00         | \$ 24,140.00                |
| 68       | 2506.602   | INSTALL NEW RINGS AND CASTING (STORM)                  | EACH | 1.00               | 1.00             | \$ 1,110.00         | \$ 1,110.00          | \$ 1,110.00                 |
| 69       | 2506.602   | CONNECT TO EXISTING STORM SEWER                        | EACH | 6.00               | 6.00             | \$ 990.00           | \$ 5,940.00          | \$ 5,940.00                 |
| 70       | 2506.602   | CONNECT TO EXISTING STORM STRUCTURE                    | EACH | 2.00               | 2.00             | \$ 990.00           | \$ 1,980.00          | \$ 1,980.00                 |
| 71       | 2506.602   | CONSTRUCT DRAINAGE STRUCTURE SUMP BASKET               | EACH | 6.00               | 0.00             | \$ 1,335.00         | \$ 8,010.00          | \$ -                        |

Schedule 1.4 Subtotal:

\$ 90,537.30 \$ 78,842.60  
\$ 949,540.00 \$ 530,096.40



|                     |                                                  |
|---------------------|--------------------------------------------------|
| <b>Schedule:</b>    | <b>3.1</b>                                       |
| <b>Description:</b> | <b>Atwater Path Pavement Replacement Streets</b> |

**Schedule 3.1 Subtotal:**

\$ 253,475.45 \$

|              |                                                  |
|--------------|--------------------------------------------------|
| Schedule:    | 3.2                                              |
| Description: | Atwater Path Pavement Replacement Sanitary Sewer |

**Schedule 3.2 Subtotal:**

\$ 11,938.00 \$

|              |                                              |
|--------------|----------------------------------------------|
| Schedule:    | 3.3                                          |
| Description: | Atwater Path Pavement Replacement Water Main |

**Schedule 3.3 Subtotal:**

|    |           |    |
|----|-----------|----|
| \$ | 40,680.00 | \$ |
|----|-----------|----|

Schedule: 3.4  
Description: Atwater Path Pavement Replacement Storm Sewer

| Item No. | Mn/DOT No. | Item Description                                       | Unit | Estimated Quantity | Quantity To-Date | Contract Unit Price | Total Estimated Cost | Total Contract Cost To-Date |
|----------|------------|--------------------------------------------------------|------|--------------------|------------------|---------------------|----------------------|-----------------------------|
| 123      | 2104.502   | REMOVE DRAINAGE STRUCTURE                              | EACH | 7.00               | 0.00             | \$ 483.00           | \$ 3,381.00          | \$ -                        |
| 124      | 2104.502   | REMOVE CASTING & RINGS (STORM)                         | EACH | 62.00              | 0.00             | \$ 83.00            | \$ 5,146.00          | \$ -                        |
| 125      | 2104.503   | REMOVE SEWER PIPE (STORM)                              | LF   | 38.00              | 0.00             | \$ 19.00            | \$ 722.00            | \$ -                        |
| 126      | 2451.609   | GRANULAR BACKFILL (STORM)                              | TON  | 67.00              | 0.00             | \$ 18.75            | \$ 1,256.25          | \$ -                        |
| 127      | 2503.503   | 15" RC PIPE SEWER CLASS V                              | LF   | 53.00              | 0.00             | \$ 56.75            | \$ 3,007.75          | \$ -                        |
| 128      | 2504.503   | 18" RC PIPE SEWER CLASS V                              | LF   | 20.00              | 0.00             | \$ 60.00            | \$ 1,200.00          | \$ -                        |
| 129      | 2506.502   | CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3'              | EACH | 5.00               | 0.00             | \$ 2,891.00         | \$ 14,455.00         | \$ -                        |
| 130      | 2506.502   | CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020            | EACH | 2.00               | 0.00             | \$ 3,618.00         | \$ 7,236.00          | \$ -                        |
| 131      | 2506.502   | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (SCICLONE) | EACH | 2.00               | 0.00             | \$ 11,886.00        | \$ 23,772.00         | \$ -                        |
| 132      | 2506.602   | INSTALL NEW RINGS AND CASTING (STORM)                  | EACH | 3.00               | 0.00             | \$ 1,113.00         | \$ 3,339.00          | \$ -                        |
| 133      | 2506.602   | CONNECT TO EXISTING STORM SEWER                        | EACH | 7.00               | 0.00             | \$ 990.00           | \$ 6,930.00          | \$ -                        |
| 134      | 2506.602   | CONNECT TO EXISTING STORM STRUCTURE                    | EACH | 1.00               | 0.00             | \$ 990.00           | \$ 990.00            | \$ -                        |

Schedule 3.4 Subtotal: \$ 71,435.00  
Schedule 3 Subtotal: \$ 377,528.45

Schedule: 4  
Description: Atwater Path Slope Stabilization

| Item No. | Mn/DOT No. | Item Description                                             | Unit | Estimated Quantity | Quantity To-Date | Contract Unit Price | Total Estimated Cost | Total Contract Cost To-Date |
|----------|------------|--------------------------------------------------------------|------|--------------------|------------------|---------------------|----------------------|-----------------------------|
| 135      | 2101.524   | CLEARING                                                     | TREE | 4.00               | 0.00             | \$ 451.00           | \$ 1,804.00          | \$ -                        |
| 136      | 2101.524   | GRUBBING                                                     | TREE | 4.00               | 0.00             | \$ 226.00           | \$ 904.00            | \$ -                        |
| 137      | 2105.504   | GEOTEXTILE FABRIC, TYPE V, WOVEN                             | SY   | 11.00              | 0.00             | \$ 3.30             | \$ 36.30             | \$ -                        |
| 138      | 2105.601   | SLOPE GRADING                                                | LS   | 1.00               | 0.00             | \$ 5,800.00         | \$ 5,800.00          | \$ -                        |
| 139      | 2105.607   | COMMON EXCAVATION (P)                                        | CY   | 60.00              | 0.00             | \$ 55.00            | \$ 3,300.00          | \$ -                        |
| 140      | 2451.609   | COARSE FILTER AGGREGATE                                      | TON  | 23.00              | 0.00             | \$ 76.00            | \$ 1,748.00          | \$ -                        |
| 141      | 2501.502   | 27" RC PIPE APRON                                            | EACH | 1.00               | 0.00             | \$ 4,298.00         | \$ 4,298.00          | \$ -                        |
| 142      | 2503.503   | 27" RC PIPE CLASS IV                                         | LF   | 10.00              | 0.00             | \$ 175.00           | \$ 1,750.00          | \$ -                        |
| 143      | 2506.502   | CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020 - SPECIAL        | EACH | 1.00               | 0.00             | \$ 9,394.00         | \$ 9,394.00          | \$ -                        |
| 144      | 2506.602   | CONNECT TO EXISTING STORM SEWER                              | EACH | 1.00               | 0.00             | \$ 990.00           | \$ 990.00            | \$ -                        |
| 145      | 2511.509   | RANDOM RIPRAP, CLASS IV                                      | CY   | 30.00              | 0.00             | \$ 94.75            | \$ 2,842.50          | \$ -                        |
| 146      | 2572.610   | TREE PRUNING                                                 | HR   | 4.00               | 0.00             | \$ 526.00           | \$ 2,104.00          | \$ -                        |
| 147      | 2573.503   | SILT FENCE, TYPE MS                                          | LF   | 200.00             | 0.00             | \$ 3.00             | \$ 600.00            | \$ -                        |
| 148      | 2573.503   | FLOTATION SILT CURTAIN TYPE STILL WATER                      | LF   | 141.00             | 0.00             | \$ 14.75            | \$ 2,079.75          | \$ -                        |
| 149      | 2573.601   | TEMPORARY EROSION CONTROL ALLOWANCE                          | LS   | 1.00               | 0.00             | \$ 7,500.00         | \$ 7,500.00          | \$ -                        |
| 150      | 2574.507   | BOULEVARD TOPSOIL BORROW, 6" THICK                           | CY   | 20.00              | 0.00             | \$ 72.00            | \$ 1,440.00          | \$ -                        |
| 151      | 2575.504   | FUTERRA FIBER MAT, SEED 25-151, FERTILIZER                   | SY   | 252.00             | 0.00             | \$ 6.50             | \$ 1,638.00          | \$ -                        |
| 152      | 2575.504   | EROSION CONTROL BLANKET CATEGORY 3N, NATIVE SEED, FERTILIZER | SY   | 160.00             | 0.00             | \$ 1.65             | \$ 264.00            | \$ -                        |
| 153      | 2575.504   | TURF REINFORCEMENT MAT CATEGORY 3                            | SY   | 160.00             | 0.00             | \$ 16.50            | \$ 2,640.00          | \$ -                        |

Schedule 4 Subtotal: \$ 51,132.55

Schedule: 5  
Description: HVP Soil Borrow Placement

| Item No. | Mn/DOT No. | Item Description                                   | Unit  | Estimated Quantity | Quantity To-Date | Contract Unit Price | Total Estimated Cost | Total Contract Cost To-Date |
|----------|------------|----------------------------------------------------|-------|--------------------|------------------|---------------------|----------------------|-----------------------------|
| 154      | 2021.601   | MOBILIZATION                                       | LS    | 1.00               | 1.00             | \$ 2,789.00         | \$ 2,789.00          | \$ 2,789.00                 |
| 155      | 2123.610   | DOZER WITH OPERATOR                                | HR    | 100.00             | 89.00            | \$ 228.00           | \$ 22,800.00         | \$ 20,292.00                |
| 156      | 2105.607   | SALVAGE, STOCKPILE, AND RESPREAD TOPSOIL, 6" THICK | CY    | 6500.00            | 0.00             | \$ 3.65             | \$ 23,725.00         | \$ -                        |
| 157      | 2573.503   | SILT FENCE, TYPE MS                                | LF    | 500.00             | 600.00           | \$ 2.25             | \$ 1,125.00          | \$ 1,350.00                 |
| 158      | 2575.505   | SEEDING                                            | ACRE  | 0.15               | 0.00             | \$ 6,912.00         | \$ 1,036.80          | \$ -                        |
| 159      | 2575.508   | SEED MIXTURE 22-111                                | POUND | 10.00              | 0.00             | \$ 1.15             | \$ 11.50             | \$ -                        |
| 160      | 2575.508   | HYDRAULIC BONDED FIBER MATRIX                      | POUND | 525.00             | 0.00             | \$ 1.15             | \$ 603.75            | \$ -                        |

Schedule 5 Subtotal: \$ 52,091.05

\$ 24,431.00

COST SUMMARY

Contract: CP 2018-09D, 2018-09F, 2017-07  
Owner: City of Inver Grove Heights  
Project: Atwater Path Pavement Replacement  
55th Street and 55th Street Court Reconstruction  
Met Council Grant - Heritage Village Park Soil Borrow Placement

| Schedule                           | Description                                                     | Total Estimated<br>Cost | Total Contract<br>Cost To-Date |
|------------------------------------|-----------------------------------------------------------------|-------------------------|--------------------------------|
| 1.1                                | 55th Street and 55th Street Court Reconstruction Streets        | \$ 738,206.20           | \$ 351,941.30                  |
| 1.2                                | 55th Street and 55th Street Court Reconstruction Sanitary Sewer | \$ 20,381.00            | \$ 22,607.00                   |
| 1.3                                | 55th Street and 55th Street Court Reconstruction Water Main     | \$ 100,415.50           | \$ 76,705.50                   |
| 1.4                                | 55th Street and 55th Street Court Reconstruction Storm Sewer    | \$ 90,537.30            | \$ 78,842.60                   |
| 3.1                                | Atwater Path Pavement Replacement Streets                       | \$ 253,475.45           | \$ -                           |
| 3.2                                | Atwater Path Pavement Replacement Sanitary Sewer                | \$ 11,938.00            | \$ -                           |
| 3.3                                | Atwater Path Pavement Replacement Water Main                    | \$ 40,680.00            | \$ -                           |
| 3.4                                | Atwater Path Pavement Replacement Storm Sewer                   | \$ 71,435.00            | \$ -                           |
| 4                                  | Atwater Path Slope Stabilization                                | \$ 51,132.55            | \$ -                           |
| 5                                  | HVP Soil Borrow Placement                                       | \$ 52,091.05            | \$ 24,431.00                   |
| Total Base Cost                    |                                                                 | \$ 1,430,292.05         | \$ 554,527.40                  |
| Change Order No. 1:                |                                                                 | \$ (40,000.00)          | \$ (29,997.00)                 |
| Change Order No. 2:                |                                                                 | \$ 31,331.10            | \$ -                           |
| Total Contract Amount              |                                                                 | \$ 1,421,623.15         |                                |
| Contract Work Completed To Date    |                                                                 |                         | \$ 524,530.40                  |
| Retainage                          |                                                                 | 5.00%                   | \$ 26,226.52                   |
| Previous Payments                  |                                                                 |                         | \$ -                           |
| Amount Due This Partial Payment #1 |                                                                 |                         | \$ 498,303.88                  |



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Approving Custom Grading Agreement and Storm Water Facilities Maintenance Agreement (SWFMA) for 1975 96<sup>TH</sup> Street**

Meeting Date: August 26, 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

*SW*

Fiscal/FTE Impact:

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input type="checkbox"/>            | Other                              |

**PURPOSE/ACTION REQUESTED**

Consider approving Custom Grading and Storm Water Facilities Maintenance Agreements (SWFMA) for 1975 96<sup>TH</sup> Street.

**SUMMARY**

The owner of 1975 96<sup>th</sup> St is proposing an improvement on his property in the form of a pole barn. The project is affected by City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to enter into a custom grading agreement and provide information to ensure the development meets current City standards for grading, erosion control and storm water management. The additional impervious surface required a development of a storm water management plan.

The owner, Matthew Rabanus, has provided the required grading and erosion control plans and agreed to convert an existing drainage swale into an infiltration swale/basin. Matthew has also signed the agreements (attached). The owner has provided a \$2,500 engineering escrow to cover City Attorney fees and any costs incurred by the City for review and inspection of the site grading and the swale. The owner has applied for a building permit and will provide a \$10,000 Letter of Credit or cash surety prior to building permit issuance.

It is recommended that the City Council approve the Custom Grading Agreement and the Storm Water Facilities Maintenance Agreement for 1975 96<sup>th</sup> Street.

SWD/kf

Attachments: Custom Grading Agreement  
 Storm Water Facilities Maintenance Agreement



**CUSTOM GRADING AGREEMENT**  
**FOR**  
**LOT 1, BLOCK 3, MARCOTT LAKES ESTATES,**  
**DAKOTA COUNTY, MINNESOTA**

**CUSTOM GRADING AGREEMENT**  
**FOR**  
**LOT 1, BLOCK 3, MARCOTT LAKES ESTATES**  
**DAKOTA COUNTY, MINNESOTA**

**THIS CUSTOM GRADING AGREEMENT** is made and entered into on the 26<sup>th</sup> day of August 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

**RECITALS:**

**WHEREAS**, the Owner has applied to the City for approval of the Development Plans and a building permit for the Property;

**WHEREAS**, in conjunction with the granting of these approvals, the City requires that the Property be improved with grading, drainage and erosion control facilities as well as storm water facilities;

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

1. That the Owner enter into this Custom Grading Agreement, which agreement defines the work which the Owner undertakes to complete; and
2. The Owner shall provide an irrevocable letter of credit or cash deposit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such Improvements within the period specified by the City; and
3. That the Owner agrees to reduce the excess impervious surface from the Property. The excess impervious surface shall be converted to established turf in order to be at or under the 2010 impervious surface amount of 22,833 square feet (which amount is grandfathered in accordance with the ordinance passed by the City at that time).

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

**ARTICLE 1**  
**DEFINITIONS**

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

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

1.3 **OWNER.** "Owner" means Matthew Rabanus, a single person, and his successors and assigns.

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

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

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

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

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

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

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

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

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

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

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

1.12 **PRIOR EASEMENT HOLDERS.** "Prior Easement Holders" means and includes

all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by this Custom Grading Agreement.

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

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

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

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

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

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

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

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

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

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

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

**If to Owner:** Matthew Rabanus  
1975 – 96<sup>th</sup> Street East  
Inver Grove Heights, MN 55077

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

1.19 **PROPERTY.** Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on Exhibit A attached hereto.



**ARTICLE 2**  
**APPROVAL OF DEVELOPMENT PLANS**

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

**2.2 RECORDING.** This Custom Grading Agreement shall be recorded with the County Recorder within thirty (30) days from the date of this Custom Grading Agreement. No building permit shall be issued unless this Custom Grading Agreement has been recorded with the County Recorder.

**ARTICLE 3**  
**IMPROVEMENTS**

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

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

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

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

**3.5 STREET MAINTENANCE, ACCESS AND REPAIR.** The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Property resulting from the grading or building on the land within the Property by the Owner or its agents, and shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

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

**3.7 DRIVEWAY.** If a driveway is proposed to be constructed, the Owner must construct the driveway per City requirements.

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

**3.9 GRADING/DRAINAGE PLAN AND EASEMENTS.** The Owner shall construct drainage facilities adequate to serve the Property in accord with the Development Plans. The Owner agrees to grant to the City all necessary easements for the preservation of the drainage system, for drainage basins, and for utility service. All such easements required by the City shall be on the Property or in writing, in recordable form, and on the standard easement form of the City, and on such other terms and conditions as the City shall determine; such easements shall be delivered to the City contemporaneously with execution of this Agreement. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Owner fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Owner in default pursuant to Article 9.

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

Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions. Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby;

the original information or text shall not be erased.

**3.11 RETAINING WALL.** If a retaining wall will be constructed on the Property as part of the Improvements, then prior to the City issuing a building permit for the Property, a retaining wall permit must be issued by the City. If the Property is to have a retaining wall constructed as part of the Improvements, then prior to the City granting a temporary certificate of occupancy or a final certificate of occupancy for the Property, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.

#### **ARTICLE 4** **OTHER PERMITS**

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

#### **ARTICLE 5** **RESPONSIBILITY FOR COSTS**

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

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

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

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

**ARTICLE 6**  
**OWNER WARRANTIES**

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

**ARTICLE 7**  
**CITY WARRANTIES**

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

**ARTICLE 8**  
**INDEMNIFICATION OF CITY**

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

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

**ARTICLE 9**  
**CITY REMEDIES UPON OWNER DEFAULT**

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

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

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

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

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



## **ARTICLE 10**

### **ESCROW DEPOSIT**

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

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2021. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2021, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

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

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

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

### **10.2 ESCROW RELEASE AND ESCROW INCREASE.**

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

**10.3 ENGINEERING ESCROW AMOUNT.** The Owner shall deposit \$2,500 in cash with the City (hereafter "Engineering Escrow Amount") prior to execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff

review time associated with coordination, review, design, preparation and inspection of the Development Plans, the Improvements, and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

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

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

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$2,500 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

## **ARTICLE 11** **MISCELLANEOUS**

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

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

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

**11.4 RECORDING.** Within 30 days from the date of this Custom Grading Agreement, the Custom Grading Agreement shall be recorded with the County Recorder and the Owner shall provide and execute any and all documents necessary to implement the recording.

**11.5 BINDING AGREEMENT.** The parties mutually recognize and agree that all terms and conditions of this recordable Custom Grading Agreement shall run with the land and shall be binding upon the heirs, successors, administrators and assigns of the Owner.

**11.6 ASSIGNMENT.** The Owner may not assign this Custom Grading Agreement without the written permission of the Council. The Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Property.

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

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

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

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

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

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

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

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA     )  
                                      )     ss.  
COUNTY OF DAKOTA     )

On this 26<sup>th</sup> day of August, 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

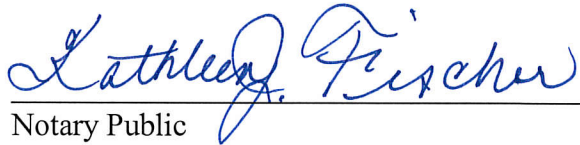
**OWNER:**

  
Matthew Rabanus

STATE OF MINNESOTA     )  
                                          )  
COUNTY OF DAKOTA     )     ss.

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 2019, by Matthew Rabanus, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**

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

**AFTER RECORDING, PLEASE  
RETURN DOCUMENT TO:**

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



**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

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

Lot 1, Block 3, Marcott Lakes Estates, according to the recorded plat thereof,  
Dakota County, Minnesota.

**APPENDIX 1**  
**LIST OF DEVELOPMENT PLANS**

| <b><u>PLAN</u></b> | <b><u>DATE OF PLAN<br/>PREPARATION</u></b> | <b><u>PREPARED<br/>BY</u></b> |
|--------------------|--------------------------------------------|-------------------------------|
|--------------------|--------------------------------------------|-------------------------------|

The Development Plans were approved by the City Engineer on August 19<sup>th</sup>, 2019.

The Development Plans also include the Memo from Assistant City Engineer Steve Dodge to Associate Planner Heather Botten dated August 6, 2019.

**APPENDIX 2**  
**IMPROVEMENTS**

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

| <b><u>CHECKED</u></b> | <b><u>COMPLETION DATE</u></b>                                             | <b><u>IMPROVEMENT</u></b>                                                                                   |
|-----------------------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <u>  X  </u>          | Prior to obtaining building permit<br>or 12-31-19, whichever occurs first | Grading, drainage, and<br>sediment & erosion control,<br>including construction of a<br>stormwater facility |
| <u>  X  </u>          | Prior to Certificate of Occupancy                                         | As-built                                                                                                    |
| <u>  X  </u>          | Within 6 months after Certificate<br>of Occupancy                         | Landscaping                                                                                                 |

**STORM WATER FACILITIES MAINTENANCE AGREEMENT**  
**FOR**  
**LOT 1, BLOCK 3, MARCOTT LAKES ESTATES**  
**DAKOTA COUNTY, MINNESOTA**

**THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT** (Agreement) is made, entered into and effective this 26<sup>th</sup> day of August, 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Matthew Rabanus, a single person (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

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

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

**1.3    Landowner.** “Landowner” means Matthew Rabanus, a single person, and his successors and assigns.

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

Any existing or future infiltration drainage swale and storm water storage areas including related appurtenances lying within the Landowner Property.

**1.5    Storm Water Facility Plan.** “Storm Water Facility Plan” means that certain plan prepared by the City dated August 16, 2019 and approved by the City Engineer on

August 16, 2019. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit B**.

The Storm Water Facility Plan also includes modifications of the above referenced Stormwater Facility Plan as approved from time to time by the City Engineer.

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

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

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

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

## **ARTICLE 2** **RECITALS**

**Recital No. 1.** Landowner owns the Landowner Property.

**Recital No. 2.** Landowner has requested that the City approve plans for construction of a pole barn on the Landowner Property. Due to the additional 5,040 square feet of impervious surface being added to the Landowner Property, a stormwater treatment plan is being required by the City on the Landowner Property.

**Recital No. 3.** The City is willing to approve the plans for construction of a pole barn on the Landowner Property if, among other conditions imposed by the City, Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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



- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

### **ARTICLE 3**

### **RESPONSIBILITY FOR MAINTENANCE**

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

Landowner agrees to reduce the excess impervious surface from the Landowner Property. The excess impervious surface shall be converted to established turf in order to be at or under the 2010 impervious surface amount of 22,833 square feet (which amount is grandfathered in accordance with the ordinance passed by the City at that time).

The Storm Water Facilities shall be completed by December 31, 2019; however, the City Engineer may extend the completion date by subsequent written action of the City Engineer.

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

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability).
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District.

- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.
- d. The Standard of Maintenance shall comply with the Residential Bioretention Basin (STM-15) dated January 2017 and the Bioretention Basin Installation Notes (STM-19) dated March 2015, both attached hereto as **Exhibit C**.
- e. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011.
- f. The Standard of Maintenance shall include but not be limited to each of the following:
  - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
  - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner shall operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Operations & Maintenance Plan is attached hereto as **Exhibit D**. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
  - iii.) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested. The Storm Water Facilities shall be designed to accommodate a 100-year storm event per City requirements. The Storm Water Facilities shall be designed and constructed using Dakota County LID standards.
  - iv.) The Operations & Maintenance Plan shall contain the following information:
    - Detailed inspection requirements;

- Inspection and maintenance schedules;
- Contact information for the Responsible Owner;
- As built plans of the Storm Water Facilities;
- The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
- The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

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

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

forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 4** **ESCROW DEPOSIT**

**4.1 Engineering Escrow Amount.** The Landowner shall deposit \$2,500 in cash with the City (hereafter "Engineering Escrow Amount") prior to execution of this Agreement.

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

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

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

## **ARTICLE 5** **CITY'S COVENANTS**

**5.1 Approval of Development Plans.** The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Engineering Memo dated August 6, 2019 are met and if the conditions in the Custom Grading Agreement between the City and Landowner dated August 26, 2019 are satisfied, the Council will approve the Development Plans for construction of the pole barn on the Landowner Property as referenced in the Custom Grading Agreement.

## **ARTICLE 6** **MISCELLANEOUS**

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

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

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

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

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





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

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA    )  
                                      )       ss.  
COUNTY OF DAKOTA    )

On this 26<sup>th</sup> day of August, 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

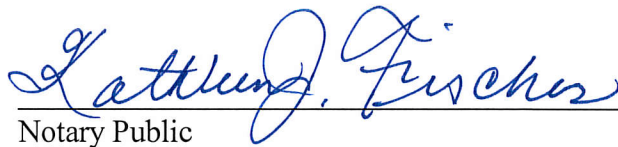
**LANDOWNER:**

  
\_\_\_\_\_  
Matthew Rabanus

STATE OF MINNESOTA    )  
                                      )  
COUNTY OF DAKOTA    )       ss.

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 2019, by Matthew Rabanus, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



  
\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**

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

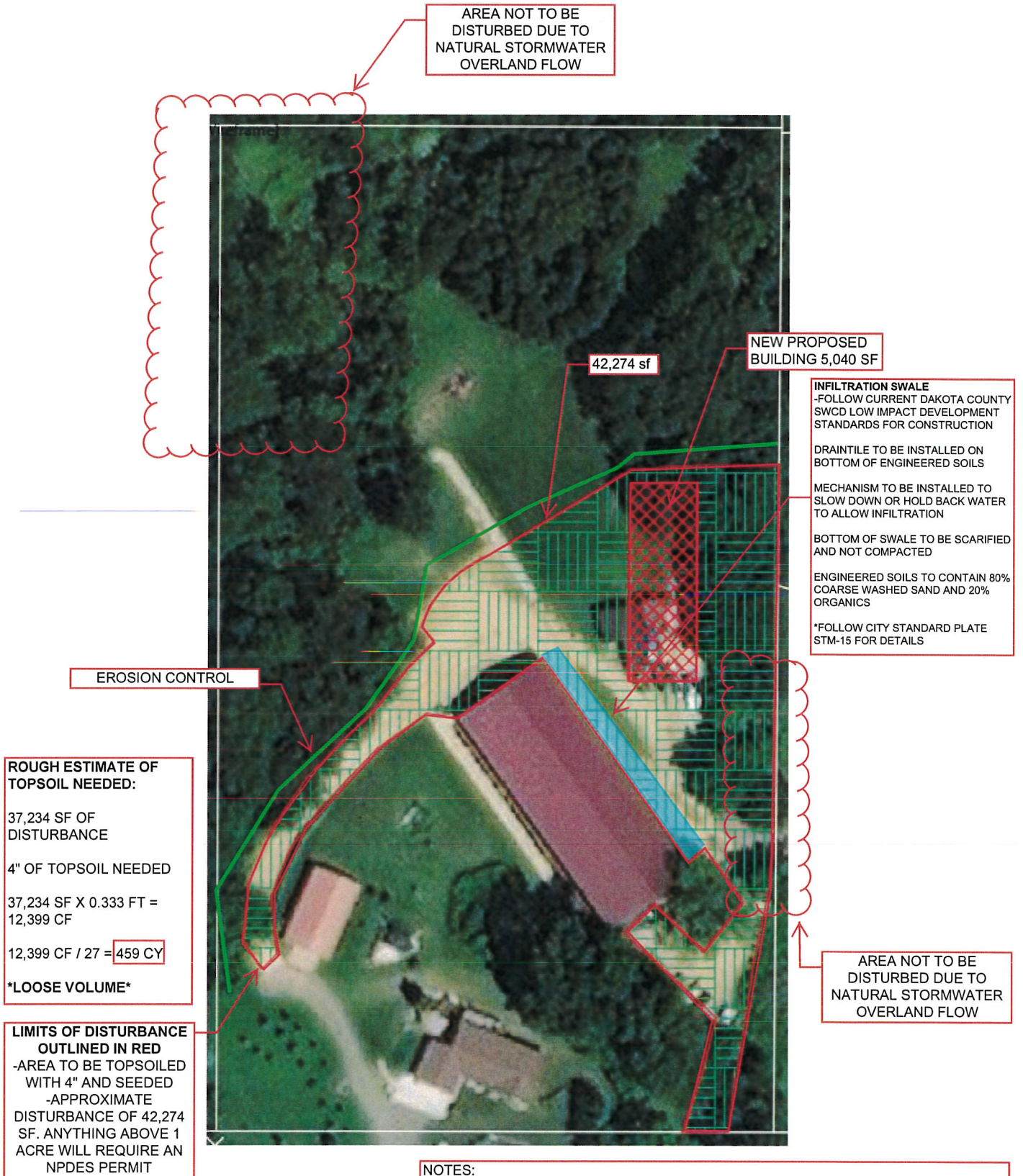
**AFTER RECORDING PLEASE  
RETURN TO:**

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

**EXHIBIT A**  
**LEGAL DESCRIPTION OF LANDOWNER PROPERTY**

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

Lot 1, Block 3, Marcott Lakes Estates, according to the recorded plat thereof,  
Dakota County, Minnesota.



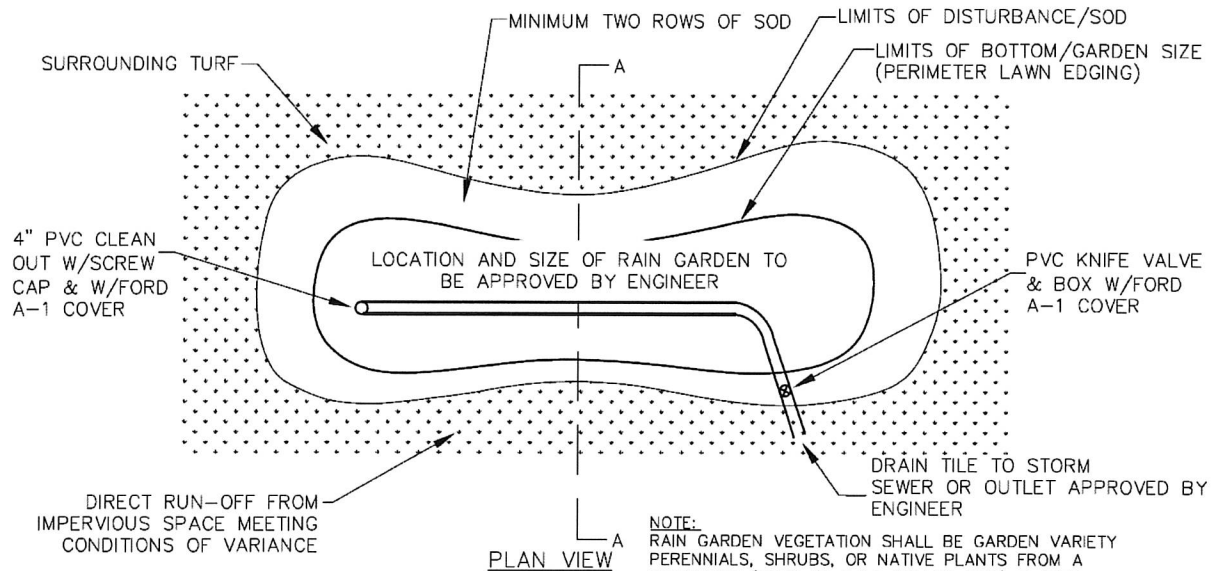
NOTES:

1. \$2,500 ENGINEERING ESCROW NEEDED BEFORE ANY WORK BEGINS
2. PLACE PERIMETER EROSION CONTROL PRIOR TO LAND DISTURBANCE.
3. AFTER ALL EROSION CONTROL MEASURES ARE IN PLACE, BUT PRIOR TO STARTING DEMOLITION, THE CONTRACTOR SHALL SCHEDULE AN INSPECTION OF THE EROSION CONTROL MEASURES WITH THE CITY ENGINEERING DEPT.
4. PLACE TOPSOIL AND SEED OVER ALL DISTURBED AREAS UPON COMPLETION OF DEMOLITION.
5. ENGINEERING ESCROW CANNOT BE RETURNED UNTIL AFTER VEGETATIVE ESTABLISHMENT.
6. RAINGARDEN MUST BE CONSTRUCTED PRIOR TO RELEASE OF ESCROW.



## EXHIBIT C

### RESIDENTIAL BIORETENTION BASIN (STM-15)

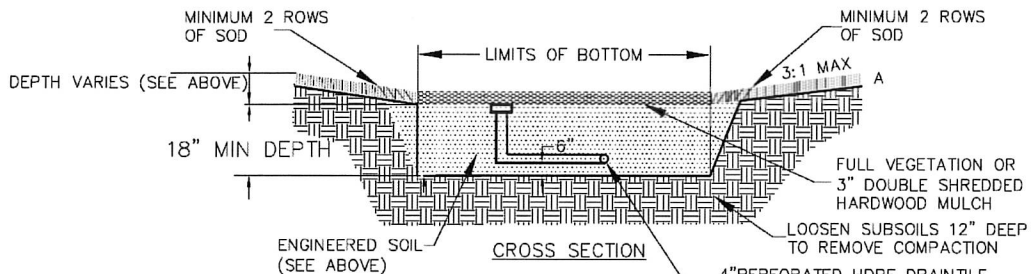


| SUBSOIL TYPE | SUBSOIL TYPE           | RECOM. DEPTH |
|--------------|------------------------|--------------|
| A            | SAND/GRAVEL            | 12"-18"      |
| B            | SAND WITH CLAY OR SILT | 9"-12"       |
| C            | CLAY OR SILT WITH SAND | 6"-9"        |
| D            |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

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

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

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



#### **NOTES**

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



#### RESIDENTIAL BIORETENTION BASIN

CITY OF INVER GROVE HEIGHTS  
ENGINEERING DEPARTMENT

01/17

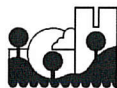
PLATE NO.  
STM-15



**EXHIBIT C (CONTINUED)**  
**BIORETENTION BASIN INSTALLATION NOTES**

**Bioretention Installation Notes**

- 1 ) All work must comply with Dakota County Low Impact Development Standards. (See [www.dakotaswcd.org](http://www.dakotaswcd.org))
- 2 ) The City of Inver Grove Heights Engineering Division is providing quality control and field verifications of the bioretention installations. Call the Engineering Division at (651) 450-2570 to schedule a preconstruction meeting prior to any disturbance in the bioretention area. City of Inver Grove Heights Engineering Division field verification is required prior to burying any work and/or installing any concrete, mulch and/or plant materials.
- 3 ) The bioretention areas must be staked off and marked to keep all construction traffic, equipment and material stockpiles out of the proposed bioretention areas.
- 4 ) Bioretention practices shall not be excavated until the contributing drainage areas with exposed soils have been fully stabilized and bituminous base course installed on contributing pavement areas. Divert upland drainage areas to prevent runoff from entering the excavated cell or into the work area. **DO NOT** use bioretention cells as temporary sediment basins or allow construction runoff into the cell.
- 5 ) Deliver sample materials onsite for city of Inver Grove Heights Engineering prior approval. Prior to beginning the installation, sufficient material quantities shall be onsite to complete the installation and stabilize exposed soil areas without delay.
- 6 ) Care must be taken to avoid contamination of engineered soils with sediment, in-situ or topsoil during and after installation. Materials must be segregated.
- 7 ) Installation with dry soil conditions is critical to prevent smearing and compaction. Schedule work for periods of dry weather. Do not work if soil conditions are wet. Excavation, soil placement and rapid stabilization of perimeter slopes with turf sod must be completed before the next precipitation event. Turf sod placed in flow paths shall be secured with at least 6 stakes per square yard. Place stakes along uphill seam edges to prevent undermining flows until sod roots establish.
- 8 ) Do not leave infiltration areas and/or perimeter slopes exposed overnight. Secure the site from risk of precipitation damages at the end of every work day. In the event of rain, take action to divert stormwater away from the work area and temporarily cover of all exposed soils with filter fabric or impermeable sheeting.
- 9 ) City of Inver Grove Heights Engineering Division field observation of excavation and soil placement is required. Notify the engineering division prior to digging. Use backhoe with tooth bucket for cell excavation to avoid compacting or smearing of soils. (Do not use skid steer for excavation within the cell) Use tooth bucket to scarify (rip) underlying soils 6" to 9" deep to remove compaction. Gently mix the first lift of engineered soils with the loosened underlying soils to avoid stratification and promote permeability. Use excavator bucket to place materials. Construction equipment shall not be allowed into the basin. Leveling and final grading within the cell must be completed by hand.
- 10 ) The side slopes of the bioretention cell shall be 3h:1v or flatter. Lawn edging shall be installed along the outside perimeter of the cell to physically defined the limits of the bioretention cell. Lawn edging shall be securely staked per manufacturers installation requirements or 5 ft O.C. whichever is greater.
- 11 ) Replacement Engineered Soil shall be Minnesota Stormwater Manual 4.1.2 Mix B: Enhanced Filtration Blend (Well blended mixture of 80% ASTM C-33 Coarse Washed Sand (MnDot 3126) and 20% MnDot 3890 Grade 2 Leaf Litter Compost. The material supplier shall provide documentation that the compost has been sampled and tested as required by the Seal of Testing Assurance (STA) Program of the United States Composting Council (USCC) and a gradation sieve analysis for the washed sand. **THE ENGINEERED SOIL SHALL NOT CONTAIN ANY TOPSOIL OR FILTER AGGREGATE WITH FINES.**
- 12 ) Perforated under-drains shall be slotted single wall HDPE with circular knit polymeric filament filter sock per ASTM D6707-01. MnDot 3733 Type sewn seam non-woven fabric shall **NOT** be used.
- 13 ) Notify the City of Inver Grove Heights Engineering Division prior to placing any mulch or installing any plantings. The engineering Division shall field check elevations, soil compaction and permeability. Note: Depending on conditions observed, compaction removal by hand may be needed prior to placing mulch and/or after plantings.
- 14 ) Install Temporary Blocks at Curb and Gutter Openings immediately following curb installation to protect cells from sediment and/or high flow damages. Do not allow water from pavement cleaning operations or runoff from exposed soils into the cell. The Engineering Division will remove the board and stakes after field observations determine the plantings are well established and the cell is ready to accept runoff.
- 15 ) Installed sod and plantings require a total of 1" of water per week and active weed management until well established. Watering costs are considered incidental to sod and planting installations.
- 16 ) Soil certification, delivery tickets, spec sheets and plant tags shall be provided to the City.



**BIORETENTION BASIN  
INSTALLATION NOTES**

**CITY OF INVER GROVE HEIGHTS  
ENGINEERING DEPARTMENT**

**3/15**

**PLATE NO.  
STM-19**

**EXHIBIT D**  
**OPERATIONS & MAINTENANCE PLAN**

**MAINTENANCE PLAN**

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

TABLE 1.1 – MAINTENANCE ACTIVITIES

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

**EXHIBIT E**  
**ANNUAL INSPECTION FORM**

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

- \* Minor Maintenance: i.e. regrout joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe  
 \*\* Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed  
 \*\*\* Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Accepting Professional Engineering Services Proposal (IPO 35) from Kimley-Horn and Associates, Inc. for City Project No. 2016-09G – 60th Street, 62nd Street and Bacon Avenue Improvements**

Meeting Date: August 26, 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

X Other: Pavement Management  
Fund, Special Assessments,  
Franchise Fees, Utility Funds

**PURPOSE/ACTION REQUESTED**

Resolution accepting Professional Engineering Services Proposal (IPO 35) from Kimley-Horn and Associates, Inc. for City Project No. 2016-09G – 60th Street, 62nd Street and Bacon Avenue Improvements.

**SUMMARY**

Council received a valid petition and ordered the preparation of a feasibility study for City Project No. 2016-09G – 60<sup>th</sup> Street, 62<sup>nd</sup> Street and Bacon Avenue Improvements at the August 12, 2019 Council meeting.

A proposal for the preliminary engineering services was requested from a member of the City's municipal consulting engineer pool. The proposal to complete engineering services on the project from Kimley-Horn and Associates, Inc. dated August 20, 2019 in the amount of \$321,150 was reviewed by staff. This proposal includes project management from the feasibility study phase through the construction phase of the project.

The Engineering Division recommends that the proposal from Kimley-Horn & Associates, Inc. be accepted based on being selected from the consultant engineering pool, their project approach, understanding 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 street standards.

Staff recommends that the City Council adopt the resolution accepting the Kimley-Horn & Associates, Inc. proposal dated August 15, 2019 in the amount of \$321,160 for City Project No. 2016-09G – 60th Street, 62nd Street and Bacon Avenue Improvements.

TJK/kf

Attachments: Resolution  
Proposal

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

**RESOLUTION RECEIVING PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FROM  
KIMLEY-HORN & ASSOCIATES, INC. FOR CITY PROJECT NO. 2018-09G – 60TH STREET, 62ND  
STREET AND BACON AVENUE IMPROVEMENTS.**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Inver Grove Heights received a valid petition signed by the owners of twenty-five of the forty-four properties seeking improvements to the streets in the 60<sup>th</sup> Street, 62<sup>nd</sup> Street and Bacon Avenue area; and

**WHEREAS**, at the August 12, 2019 Council meeting the Council ordered the preparation of a feasibility report for City Project No. 2016-09G; and

**WHEREAS**, City staff requested professional engineering services and received a proposal from a member of its municipal engineering consulting pool for City Project No. 2016-09G; and

**WHEREAS**, the proposal from Kimley-Horn & Associates, Inc. provided a strong project approach, a thorough understanding of the required scope of work, presented a project team with the appropriate expertise that has done similar projects in the City and provided a cost of \$321,160 for the proposed services.

**NOW, THEREFORE, BE IT RESOLVED** that City Council of Inver Grove Heights receives and accepts the proposal from Kimley-Horn & Associates, Inc. and authorizes staff to execute an agreement in accordance with the professional engineering services proposal dated August 20, 2019 in the amount of \$321,160 for the requested work.

Approved by the City Council of Inver Grove Heights this 26<sup>th</sup> day of August 2019

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Joe Lynch, Interim Deputy Clerk



## INDIVIDUAL PROJECT ORDER NUMBER 35

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 19, 2011, which is incorporated herein by reference.

Identification of Project: 60<sup>th</sup> Street, 62<sup>nd</sup> Street and Bacon Avenue Improvements  
City Project No. 2016-09G

General Category of Services: Feasibility Study, Preliminary Design, Final Design, Bidding Phase Services, and Construction Phase Services.

Specific Scope of Basic Services: Preparation of feasibility study and report for City Project 2016-09G. Final design and bidding phase services for City Project 2016-09G. Construction phase services for City Project 2016-09G. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time

Schedule: See attached Exhibit C

Deliverables: Feasibility Study and Report, Final Construction Plans, Project Manual/Specifications, Construction Administration, Construction Staking

Method of Compensation To be billed on an hourly (cost plus) basis as detailed in attached Exhibit B

Special Terms of Compensation: None

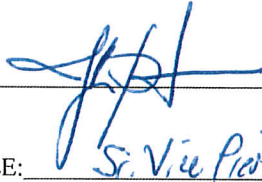
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: *Sr. Vice President* \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: *8/20/19* \_\_\_\_\_



EXHIBIT A  
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 35

60<sup>TH</sup> STREET, 62<sup>ND</sup> STREET AND BACON AVENUE IMPROVEMENTS  
CITY PROJECT NO. 2016-09G

We understand the City is planning to reconstruct the streets within the 62<sup>nd</sup> Street Neighborhood in 2020. This IPO includes feasibility study phase, design phase, bidding phase, and construction phase services for City Project 2016-09G, 60<sup>th</sup> Street, 62<sup>nd</sup> Street and Bacon Avenue Improvements. The project includes the following street segments:

- 60<sup>th</sup> Street East – Between Babcock Trail and Bacon Avenue East
- Bacon Avenue East – North of 62<sup>nd</sup> Street East
- 62<sup>nd</sup> Street East – East of Bacon Avenue East

The scope of services detailed below assumes that the project will include the reconstruction of approximately 3,200 linear feet of roadway.

**1. PROJECT MANAGEMENT**

**A. Project Management**

Kimley-Horn will provide overall project management and utilize internal project management tools to monitor budgets, staff roles, and responsibilities of all team members throughout the project. We will communicate directly with the City's project manager on a regular basis to discuss design decisions and progress throughout the project. We will manage day-to-day activities and milestones within the project. Kimley-Horn will prepare monthly billing invoices and provide a summary of the work tasks completed at the end of each month upon request.

**2. FEASIBILITY STUDY PHASE SERVICES**

**A. Stakeholder Involvement/Meetings**

The feasibility study phase of the project will include meetings with area property owners and stakeholders to gather input on the proposed improvements. We will attend up to two (2) individual meetings with project stakeholders or residents to discuss the project. We will assist City staff with correspondence and coordination with residents and stakeholders within the project area. We have assumed this will include the preparation of up to two (2) letters which will be mailed to residents to inform them of the project. We have assumed we will coordinate mailings to up to 45 residents/stakeholders to notify them of the project. We have assumed the City will provide postage and mail the letters.

**B. Informational Meetings and Public Hearings**

We will prepare for and attend one (1) public open house neighborhood meeting. Kimley-Horn will attend and present at one (1) City Council work session to update the Council on the findings of the feasibility analysis prior to submittal of the final feasibility report if necessary. We will also attend one (1) regular City Council meeting where we have assumed the Council will accept the feasibility report and order the final design of the project.

**C. Meetings**

We will attend up to one (1) project meeting with City staff to discuss the analysis and findings of the feasibility report. We have assumed this meeting to be a draft report review meeting to discuss any comments.

**D. Preliminary Drainage Analysis**

We will identify preliminary options for stormwater treatment facilities and review these options with City staff prior to selecting the preferred system(s)/location(s). Based on the selection of location(s) for treatment facilities, we will review routing options for the storm sewer to maximize the benefits of the systems prior to discharge. We will use the previously prepared SWMM model to evaluate any changes in water levels that may result from proposed routing changes. We will prepare a Preliminary Stormwater Report that summarizes the stormwater system design. The report will include water quality treatment/pollutant load removal estimates to support a grant application submittal to the Dakota County SWCD.

We will review grant program options with City staff for the planned water quality treatment facilities and, if project features are eligible, prepare and submit a grant application to the Dakota County SWCD for proposed facilities.

**E. Report Preparation**

We will prepare a feasibility study and report detailing the recommended roadway, drainage, and utility improvements to be included with the project. It is assumed that the City will provide pavement recommendations through a separate geotechnical contract. We will coordinate with the City's geotechnical consultant regarding pavement recommendations. We will provide the City with three (3) copies of a draft report and up to fifteen (15) copies of the final version of the report. We will also provide the City with an electronic copy of the report at draft and final stages.

**F. Preliminary Cost Estimates**

Included in the feasibility study and report will be a preliminary engineer's opinion of probable cost. We have assumed the cost estimate will be reviewed by City staff during update meetings and following the submittal of the draft report. We will revise the estimates based on input received during those comment periods and include a final preliminary engineer's opinion of probable cost to be included in the feasibility study.

**G. Financing Plan**

We will work with City staff to develop a financing plan for the proposed improvements consistent with MN Statute 429 regarding assessments. We have assumed the City will provide tax identification numbers and street addresses for the properties to be assessed. We have also assumed the City will hire the appraiser to define sustainable assessments by property. We have assumed the City will prepare the assessment roll to be included in the feasibility study.

**3. FINAL DESIGN SERVICES**

**A. Stakeholder Involvement/Meetings**

The final design phase of the project will include meetings with area property owners to coordinate the proposed improvements. We have assumed that attendance at up to five (5) individual meetings with project stakeholders or residents will be necessary. We will assist City staff with correspondence and coordination with residents and stakeholders within the project area. We have assumed this will include the preparation of up to two (2) letters which will be mailed to residents to inform them of the project. We have assumed the City will provide postage and mail the letters.

**B. Informational Meetings and Public Hearings**

We will prepare for and attend two (2) public open house meetings during the final design phase. Kimley-Horn will also attend two (2) City Council meetings for the public improvement and assessment hearings.

**C. Easement Coordination**

Kimley-Horn will be responsible for easement coordination. We have assumed this task will require coordination with up to five (5) property owners, City staff, and the City Attorney. We have assumed all temporary easements will be attained via right of entry and no legal descriptions will be necessary for the project. Kimley-Horn will prepare exhibits for the right-of-entry documents. We have assumed the City Attorney or City staff will draft necessary agreements. Obtaining appraisals and negotiating compensation with the property owners is not included in the scope of work.

**D. Design Team Meetings**

We have assumed we will prepare for and conduct up to four (4) meetings with City staff through the plan development process. We have assumed that the following meetings will be necessary:

- Final design kick-off meeting
- 60% plan review meeting
- 95% plan review and project specifications/special provisions meeting
- Final redlines review meeting

#### **E. Preparation of Construction Plans**

We will prepare final construction plans including plan and profile information for the roadway, utility, and storm water improvements. The plans will be prepared consistent with previous roadway plans completed for the City to include the plan sheets listed below:

- Cover Sheet
- Statement of Estimated Quantities
- Typical Sections and Details
- Alignment Plan
- Staging/Traffic Control
- Removals and Existing Conditions Plan
- Street and Storm Sewer Plan/Profile (includes minor sanitary/watermain work as needed)
- Utility Repair Plans
- Signing Plan
- Turf Establishment and Erosion Control Plan
- Retaining Wall Plans and Details
- Cross Sections (50' Intervals and all Driveways)

We have assumed that up to eighty (80) plan sheets will be necessary to complete the plan set. As part of the plan development, we will provide the City with 60% plans that include plan, profile, and cross section information for the roadway and storm water improvements for review. Comments received at 60% will be included in a 95% submittal of all plans and specifications to City staff for final review. We will provide the City with one full-size set and PDF of the plans for each submittal. We will provide the City with one full-size set and all electronic files at the final plan completion stage containing cross sections at all driveways within the project limits.

#### **F. Retaining Wall Design and Construction Plans**

We will prepare final construction plans that include plan, profile and typical section information for the proposed retaining wall along the south side of 60<sup>th</sup> Street East. We have assumed that the proposed wall will be situated outside of the clear zone and a crash protection barrier will not be warranted. Two geotechnical borings have been attained previously in the area of the proposed wall and we will review up to three (3) wall alternatives based on the borings. These three wall alternatives are assumed to be cantilever sheet pile wall (excludes tie-backs and concrete facing), gravity supported prefabricated modular block wall, and a cast-in-place concrete cantilever retaining wall on a spread or pile supported footing.

We have assumed that the final geotechnical analysis and retaining wall design recommendations will be contracted separately by the City or provided as an amendment to this Contract. Once final wall locations and preliminary design has been established, we will coordinate with the City to hire a geotechnical consultant to complete the necessary analysis.

**G. Detailed Bid Items and Quantities**

Upon completion of final design, we will provide the City with detailed quantities and bid items for all the improvements proposed as part of the project. We have assumed this task will include updated cost estimates at 60%, 90%, and final completion of plans and specs.

**H. Final Construction Specifications and Project Manual**

We will prepare a project manual containing the bidding and technical specifications for the project consistent with City standard documents. We have assumed the City will provide their most recent bidding documents as a go-by.

**I. Final Drainage Analysis**

We will complete the final design of the proposed storm sewer system and water quality treatment BMPs for the project. The final drainage analysis will be summarized in a final drainage report to be submitted to the City and Dakota County SWCD (if applicable).

**J. Private Utility Coordination**

We will utilize the survey of underground utilities to understand the potential private utility conflicts for the project. We will conduct two (2) meetings with private utility companies prior to the pre-construction meeting to discuss the project. We have assumed that the meetings will be held at the 60% and 100% (during bidding phase) plan completion levels.

**K. Wetland Permitting**

Existing wetlands within the project area were delineated previously in 2015 and do not need to be delineated again. Wetland impacts are likely necessary to construct a retaining wall along the south side of 60<sup>th</sup> Street East. We will prepare a joint permit application to the City, MnDNR, and USACE as required. We will conduct a pre-application meeting with the TEP panel and coordinate with the agencies through the permit review process. We have assumed that the City will assist in the identification of potential locations available for wetland replacement on or off-site, if BWSR Roadway Replacement Credits cannot be used for wetland impact mitigation. The permit application task will only be necessary if wetland impacts are proposed as part of the project. Mitigation plans are not included in this scope of services.

**4. BIDDING ASSISTANCE**

We will produce a PDF version of the plans and specifications to be uploaded to QuestCDN. We have assumed that we will reproduce up to four (4) sets of plans and specifications for City staff use and maintain up to two (2) sets of plans and specifications in house for review by contractors during bidding. We will attend up to two (2) meetings during the bidding process, a pre-bid meeting and the bid opening. We will field contractor questions related to the project plans and specifications and prepare any necessary addenda. We will also prepare a bid tabulation and a bid summary letter following the bid opening.

## **5. CONSTRUCTION STAKING**

### **A. Construction Staking**

A Kimley-Horn subconsultant, Gorman Surveying, will provide construction staking for the project. We have assumed the following will be required for staking the proposed improvements:

- i. All staking will be on a one-time basis
- ii. Minimum of three stakes for each run of sanitary and storm sewer
- iii. Offset and reference stakes for each MH or CB (Sanitary and Storm)
- iv. Two (2) reference stakes for each CB casting
- v. Curb stakes every 50' on tangent, 25' in curves, and all grade and alignment changes
- vi. Blue tops for aggregate base grading
- vii. Offset and reference stakes at all hydrants
- viii. Stake construction limits every 50' and all angle points
- ix. Stake sign locations
- x. Watermain offset stakes every 50' and at all bends and connections
- xi. Pond staking at two (2) contour lines
- xii. No staking for water and sanitary service adjustments

### **B. As-Built Survey**

A Kimley-Horn subconsultant, Gorman Surveying, will conduct an as-built survey for the project. We have assumed the following will be required for the survey:

- i. As-built survey information will be collected for the following:
  1. Storm (rims and inverts)
  2. Pond overflows
  3. Watermain (gate valves, curb stops, and hydrants)
  4. Sanitary (rim and inverts)
- ii. As-built plans to be prepared by City staff
- iii. Traffic control will not be required
- iv. Utilities will be accessible and not require entrance into confined space
- v. Survey will be conducted after construction is complete.

## **6. CONSTRUCTION PHASE SERVICES**

### **A. Pre-Construction Meeting/Contract Documents**

We will conduct a pre-construction meeting with the contractor, sub-contractors, City staff, and private utilities and produce meeting minutes. We will also prepare conformed contract documents and coordinate execution of the documents with the contractor and City staff.

### **B. Shop Drawing Review and Coordination**

We will review shop drawings for the project submitted by the contractor. We will also coordinate any necessary shop drawing revisions with the contractor and the City.



**C. Construction Coordination and Retaining Wall Construction Observation**

We will provide construction coordination assistance to City staff. This task will include attendance at weekly construction meetings (up to 18), coordination with City staff, and coordination with the contractor as directed by City staff. We have assumed approximately 12 hours of effort per week for 20 weeks will be necessary to provide these services through final completion of the project.

We will provide construction observation for the construction of the proposed retaining wall. We have assumed this will require up to three (3) days of construction observation during wall construction. Following completion of construction, we will prepare a report summarizing our field observations, compiling geotechnical testing data, and confirming the wall construction was performed per the construction plans and specifications.

**D. Preparation of Change Orders, Budget Summaries, and Construction Closeout Documents**

Upon request by City staff, Kimley-Horn will prepare necessary change orders for the project. We have assumed the preparation of up to three (3) change orders may be necessary. Kimley-Horn will also prepare updated budget summary tabulations for the project. This work will consist of tabulating the partial payments, change orders, and City project activity reports to track the project budget and contingencies. We have assumed preparation of up to three (3) iterations of the budget summaries will be necessary.

We will assist the City with construction closeout documentation and final negotiations with the Contractor following substantial completion of the project. We have assumed up to ten (10) hours for the construction closeout process.

EXHIBIT B  
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 35

60<sup>TH</sup> STREET, 62<sup>ND</sup> STREET AND BACON AVENUE IMPROVEMENTS  
CITY PROJECT NO. 2016-09G

Kimley-Horn proposes to perform all services included within this IPO on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for the services included as a part of this IPO:

| <u>Work Task</u>      |                                  | <u>Estimated Fee</u> |
|-----------------------|----------------------------------|----------------------|
| 1                     | Project Management               | \$ 21,400            |
| 2                     | Feasibility Study Phase Services | \$ 26,450            |
| 3                     | Final Design Services            | \$ 172,600           |
| 4                     | Bidding Assistance               | \$ 7,100             |
| 5                     | Construction Staking             | \$ 32,600            |
| 6                     | Construction Phase Services      | \$ 50,000            |
| Subtotal              |                                  | \$ 310,150           |
| Reimbursable Expenses |                                  | \$ 17,200            |
| Total                 |                                  | \$ 327,350           |

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$327,350 including all labor and reimbursable expenses.

EXHIBIT C  
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 35

60<sup>TH</sup> STREET, 62<sup>ND</sup> STREET AND BACON AVENUE IMPROVEMENTS  
CITY PROJECT NO. 2016-09G

The following is a summary of the proposed schedule for the project:

|                                     |                        |
|-------------------------------------|------------------------|
| Contract Authorization              | August 26, 2019        |
| Order Feasibility Report*           |                        |
| Prepare Draft Feasibility Report    | September 2019         |
| Submit Draft Feasibility Report     | September 25, 2019     |
| Neighborhood Meeting #1             | October 2, 2019        |
| Submit Final Feasibility Report     | October 8, 2019        |
| Council Receives Feasibility Report | October 14, 2019       |
| Call Public Hearing*                |                        |
| Preliminary Design                  | October/November 2019  |
| Public Hearing                      | November 11, 2019      |
| Council Order Project*              |                        |
| Authorize Final Plans and Specs*    |                        |
| Prepare Final Plans and Specs       | November/December 2019 |
| Neighborhood Meeting #2             | November 21, 2019      |
| Submit 95% Plans and Specs          | December 6, 2019       |
| Final Plan Review Meeting           | December 17, 2019      |
| Council Approve Plans and Specs     | January 13, 2020       |
| Authorize Advertisement for Bid*    |                        |
| Plans Uploaded for Bidding          | January 17, 2020       |
| Bid Opening                         | February 19, 2020      |
| City Council Accepts Bids           | February 24, 2020      |
| Call Assessment Hearing*            |                        |
| Neighborhood Meeting #3             | March 4, 2020          |
| Assessment Hearing                  | March 23, 2020         |
| Council Awards Project*             |                        |
| Construction                        | April/May 2020         |

\*Denotes Council Action

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**ISD #199 – Approve Improvement Agreement, Stormwater facilities Maintenance Agreement; and Drainage, Utility and Stormwater Ponding Easement for Pine Bend Elementary Improvements, 9875 Inver Grove Trail**

Meeting Date: August 26, 2019

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572

Prepared by: Jacob Moser, Civil Engineer

Reviewed by: Scott D. Thureen, Public Works Director

**Fiscal/FTE Impact:**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input type="checkbox"/>            | Other:                             |

**PURPOSE/ACTION REQUESTED**

Consider a resolution approving the Improvement Agreement, Stormwater Facilities Maintenance Agreement; and Permanent Drainage, Utility and Stormwater Ponding Easement for the addition to Pine Bend Elementary School at 9875 Inver Grove Trail.

**SUMMARY**

The City Engineer approved the site plans on August 8, 2019. The related development agreements and easement have been reviewed by the applicant and the City.

The agreements address on-site improvements including a building addition and associated sitework; along with stormwater management facilities to address the new impervious surface. The Engineering Division worked with the School District on a stormwater management plan that meets minimum City requirements which are reflected in the approved development plans. Water quality facilities will be installed by the School District. The School District has executed the documents and provided a Certificate of Insurance and surety for the sitework.

Engineering staff recommends approval of Improvement Agreement, Stormwater Facilities Maintenance Agreement; and Permanent Drainage, Utility and Stormwater Ponding Easement as presented.

TJK/jm

Attachments: Resolution

Improvement Agreement

Stormwater Facilities Maintenance Agreement

Permanent Drainage, Utility and Stormwater Ponding Easement

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

**A RESOLUTION APPROVING THE IMPROVEMENT AGREEMENT, STORMWATER  
FACILITIES MAINTENANCE AGREEMENT; AND PERMANENT DRAINAGE, UTILITY AND  
STORMWATER PONDING EASEMENT FOR PINE BEND ELEMENTARY IMPROVEMENTS,  
9875 INVER GROVE TRAIL**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, final site plans and exhibits were approved on August 8, 2019 by the City Engineer to allow a building addition and associated sitework at Pine Bend Elementary School building along with other property improvements for the property located at 9875 Inver Grove Trail; and

**WHEREAS**, conditions of approval require the applicant to enter these agreements with the City prior to any work commencing on site.

**WHEREAS**, ISD #199 has agreed to provide an easement over the existing regional basin at this location.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT:** the Improvement Agreement, Stormwater Facilities Maintenance Agreement; and Permanent Drainage, Utility and Stormwater Ponding Easement are hereby approved and the Deputy Clerk is hereby authorized and directed to record a certified copy of this resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 26th day of August 2019.

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Joe Lynch, Deputy Clerk

**IMPROVEMENT AGREEMENT  
FOR PROPERTY AT  
9875 INVER GROVE TRAIL,  
INVER GROVE HEIGHTS,  
DAKOTA COUNTY, MINNESOTA**



**CITY OF INVER GROVE HEIGHTS  
IMPROVEMENT AGREEMENT FOR PROPERTY AT 9875 INVER GROVE TRAIL,  
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

**THIS IMPROVEMENT AGREEMENT** is made and entered into on the 26<sup>th</sup> day of August, 2019, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City ), and ISD #199 identified herein.

**RECITALS:**

**WHEREAS**, ISD #199 has applied to the City for approval of the Development Plans.

**WHEREAS**, in conjunction with the granting of these approvals, the City requires site grading, drainage and erosion control and associated landscaping as well as sanitary sewer and storm sewer installation.

**WHEREAS**, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the Council has agreed to approve the Development Plans on the following conditions:

1. That ISD #199 enters into this Improvement Agreement, which contract defines the work which ISD #199 undertakes to complete; and

2. ISD #199 shall name the City as co-obligees on the payment and performance bond for the project. ISD #199 will provide a cash escrow to cover engineering, planning and legal fees relating to review, approval and inspection of the ISD #199 Improvements.

**WHEREAS**, ISD #199 has filed four (4) complete sets of the Development Plans with the City.

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

**NOW, THEREFORE**, subject to the terms and conditions of this Improvement Agreement and in reliance upon the representations, warranties and covenants of the parties herein contained, the City and ISD #199 agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

**1.1 Terms.** The following terms, unless elsewhere defined specifically in the Improvement Agreement, shall have the following meanings as set forth below.

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

**1.3    ISD #199.** "ISD #199" means Independent School District #199, a Minnesota public school corporation, and its successors and assigns.

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

**1.5    Development Plans.** "Development Plans" means all the plans, drawings, specifications and surveys identified on the attached **Exhibit B**, and hereby incorporated by reference and made a part of this Improvement Agreement.

**1.6    Improvement Agreement.** "Improvement Agreement" means this instant contract by and between the City and ISD #199.

**1.7    Council.** "Council" means the Council of the City of Inver Grove Heights.

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

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

**1.10   County.** "County" means Dakota County, Minnesota.

**1.11   Other Regulatory Agencies.** "Other Regulatory Agencies" means and includes, individually and collectively, the following:

- a.)    Minnesota Department of Transportation
- b.)    Dakota County
- c.)    Dakota County Highway Department
- d.)    Watershed District
- e.)    Water Management Organization
- f.)    Metropolitan Council
- g.)    any other regulatory or governmental agency or entity affected by,  
         or having jurisdiction over ISD #199 Improvements.

**1.12   Utility Companies.** "Utility Companies" means and includes, jointly and severally, the following:

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

- b.) pipeline companies.

**1.13 Prior Easement Holders.** "Prior Easement Holders" means and includes, jointly and severally, all holders of any easements or other property interests in the Subject Property.

**1.14 ISD #199 Improvements.** "ISD #199 Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached **Exhibit C**.

**1.15 ISD #199 Public Improvements.** "ISD #199 Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit C** that are further labeled "public". ISD #199 Public Improvements are improvements to be constructed by ISD #199 within public right-of-way or public easements and which are to be approved and later accepted by the City. ISD #199 Public Improvements are part of ISD #199 Improvements.

**1.16 ISD #199 Default.** "ISD #199 Default" means and includes, individually and collectively, any of the following or any combination thereof:

- a.) failure by ISD #199 to timely pay the City any money required to be paid under the Improvement Agreement;
- b.) failure by ISD #199 to timely construct ISD #199 Improvements according to the Development Plans and the City standards and specifications;
- c.) failure by ISD #199 to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) breach of ISD #199 Warranties.

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

**1.18 ISD #199 Warranties.** "ISD #199 Warranties" means that ISD #199 hereby warrants and represents the following:

- a.) **Authority.** ISD #199 has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the

authority of ISD #199 to enter into and perform its obligations under this Improvement Agreement.

- b.) **Continuing Compliance With Laws.** ISD #199 will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and ISD #199 Improvements.

- c.) **Warranty on Proper Work and Materials.** ISD #199 warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, ISD #199 shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.

The warranty period for drainage and erosion control improvements made by ISD #199 shall be for two (2) years after completion and acceptance by the City; the warranty for the drainage and erosion control improvements shall also include the obligation of ISD #199 to repair and correct any damage to or deficiency with respect to such improvements.

- d.) **Obtaining Permits.** ISD #199 shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before ISD #199 Improvements may be lawfully constructed.
- e.) **Fee Title.** Independent School District #199, a Minnesota public school corporation, owns fee title to the Subject Property.

**1.19 City Warranties.** “City Warranties” means that the City hereby warrants and represents as follows:

- a.) **Organization.** City is a municipal corporation duly incorporated and validly existing in good standing under the laws of the State of Minnesota.
- b.) **Authority.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement.

**1.20 Formal Notice.** Formal Notice means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United

States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

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

**If to ISD #199:** Independent School District 199  
Attention: School Board Vice Chair & Treasurer  
2990 80<sup>th</sup> Street East  
Inver Grove Heights, MN 55076

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

## **ARTICLE 2** **APPROVAL OF DEVELOPMENT PLANS**

**2.1. Approval of Development Plans.** The Development Plans are hereby approved by the City.

## **ARTICLE 3** **ISD #199 IMPROVEMENTS**

**3.1 ISD #199 Improvements.** ISD #199 shall install, at its own cost, ISD #199 Improvements in accordance with the Development Plans. ISD #199 Improvements shall be completed by the dates shown on **Exhibit C**, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this Improvement Agreement after expiration of time by which ISD #199 Improvements are to be completed shall not waive or release any rights of the City; the City may take action at any time thereafter, and the terms of this Improvement Agreement shall be deemed to be automatically extended until such time as ISD #199 Improvements are completed to the City's reasonable satisfaction. Director of PWD may approve alterations to the Development Plans as long as alterations are minor in nature and do not change the purpose, function or general scope of the ISD #199 Improvements.

**3.2 Ground Material.** ISD #199 shall insure that adequate and suitable ground material shall exist in the areas of the storm water improvements to be made by ISD #199 and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of ISD #199.

**3.3 Grading/Drainage Plan.** ISD #199 shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The grading and drainage plan shall include drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that ISD #199 fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare ISD #199 in default pursuant to Article 11.

**3.4 Area Restoration.** ISD #199 shall restore all areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the ISD #199 shall remove the silt fences after grading and construction have occurred.

**3.5 Erosion Control.** ISD #199 shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. ISD #199 shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. ISD #199 shall be responsible for all damage caused as the result of grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, ISD #199 shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. ISD #199 shall be financially responsible for payment for this extra work.

## **ARTICLE 4** **OTHER PERMITS**

**4.1 Permits.** ISD #199 shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion and incorporated into the Development Plans. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of ISD #199 to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by ISD #199. ISD #199 shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of ISD #199.

## **ARTICLE 5** **OTHER DEVELOPMENT REQUIREMENTS**

**5.1 Miscellaneous Requirements.** Any additional requirements for approval of the Development Plans as specified by the Council are incorporated herein, as set forth in **Exhibit D**.



**ARTICLE 6**  
**ISD #199 PUBLIC IMPROVEMENTS**

**6.1     Construction.** The construction, installation, materials and equipment related to ISD #199 Public Improvements shall be in accord with the Development Plans. ISD #199 shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. ISD #199 shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any ISD #199 Public Improvements.

**6.2     Inspection.** The PWD or its designated representative may periodically inspect the work installed by ISD #199, its contractors, subcontractors or agents.

**6.3     City Acceptance.** ISD #199 shall give Formal Notice to the City within thirty (30) days once ISD #199 Public Improvements have been completed in accord with this Improvement Agreement and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect ISD #199 Public Improvements and notify ISD #199 of any ISD #199 Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, ISD #199 Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, ISD #199 Public Improvements become the property of the City, and ISD #199 shall have no responsibility with respect to maintenance of ISD #199 Public Improvements except as provided in Section 1.18(c) and except as provided in the Storm Water Facilities Maintenance Agreement between the City and ISD #199. If ISD #199 Public Improvements do not conform, Formal Notice shall be given to ISD #199 of the need for repair or replacement or, in its discretion, the City may proceed under Article 11.

**6.4     Engineering Submittals Required.** One (1) copy (in AUTOCAD format), of the detailed record plan "as built" drawings of the ISD #199 Public Improvements shall be provided by ISD #199 in accord with City standards no later than 90 days after completion and acceptance of the ISD #199 Public Improvements by the City, unless otherwise approved in writing by the PWD. If the record plans are not provided to the City within the 90 days, the City may have the work done and pay for it with ISD #199's sureties. In addition, final quantity tabulations shall be required, which must include the following items on the record plans:

1. All as built submittals require a survey to be completed for any improved and adjusted areas within the project extent. All as built survey data collection must be within an accuracy tolerance of 0.10' horizontal and 0.05' vertical, based on the project's horizontal and vertical datum. The as built survey must be completed on current Dakota County Coordinates and NAVD88 and performed by or under the direct supervision of a Registered Land Surveyor.
2. Two ties to all curb boxes and gate valves.
3. All hydrant gate valves tied back to the hydrant.

4. All ties shall be 100 feet or less.
5. Top nut elevation of all hydrants.
6. Rim and invert elevations on all manholes and catch basins.
7. Apron invert elevations on all flared end structures and storm sewer stubs.
8. Invert elevations on all sanitary and water service stubs.
9. Two ties to all sewer and water service locations.
10. Main line stationing for all sanitary sewer wyes and water main corporations.
11. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, side slopes and grade breaks to verify the volume of each pond. The as built must also verify emergency overflow elevations and locations. This as built plan shall be Certified (signature with current date and MN state licensure number) as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 13).
12. Final as built information shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as built drawings must be the approved plans modified to reflect as built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.
13. Survey Coordinates on all stormwater facilities and related appurtenances such as valves.
14. Final as built information shall be submitted in an Esri compliant Geodatabase format compatible with the City's Geographic Information System (GIS). An Esri compliant Geodatabase template will be made available by the City which will specify all features and critical attributes required. All features submitted must adhere to as built survey requirements (see item 1). All features and critical attributes must be complete and consistent with submitted as built plans. The as built submittal must follow the geodatabase template provided by the City for acceptance.

**ARTICLE 7**  
**RESPONSIBILITY FOR COSTS**

**7.1 ISD #199 Improvement Costs.** ISD #199 shall pay for ISD #199 Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.

**7.2 City Miscellaneous Expenses.** ISD #199 shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

**7.3 Enforcement Costs.** ISD #199 shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including engineering and reasonable attorneys' fees.

**7.4 Time of Payment.** ISD #199 shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

**ARTICLE 8**  
**ISD #199 WARRANTIES**

**8.1 Statement of ISD #199 Warranties.** ISD #199 hereby makes and states ISD #199 Warranties.

**ARTICLE 9**  
**CITY WARRANTIES**

**9.1 Statement of City Warranties.** The City hereby makes and states the City Warranties.

**ARTICLE 10**  
**INDEMNIFICATION OF CITY**

**10.1 Indemnification of City.** Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, ISD #199 shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by ISD #199 of ISD #199 Warranties;
- b.) failure of ISD #199 to timely construct ISD #199 Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by ISD #199 to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) failure by ISD #199 to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by ISD #199 to pay for materials;
- f.) failure to obtain the necessary permits and authorizations to construct ISD #199 Improvements;
- g.) construction of ISD #199 Improvements;
- h.) delays in construction of ISD #199 Improvements;
- i.) all costs and liabilities arising because building permits or Certificates of Occupancy were issued prior to the completion and acceptance of ISD #199 Improvements.
- j.) all costs and liabilities arising because building permits were issued prior to ISD #199 obtaining the necessary permits and approval from the Minnesota Department of Transportation relating to grading, drainage and stormwater facilities.

## **ARTICLE 11**

### **CITY REMEDIES UPON ISD #199 DEFAULT**

**11.1 City Remedies.** If an ISD #199 Default occurs, that is not caused by Force Majeure, the City shall give ISD #199 Formal Notice of ISD #199 Default and ISD #199 shall have thirty (30) days to cure the ISD #199 Default. If ISD #199, after Formal Notice to it by the City, does not cure ISD #199 Default within thirty (30) days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;

- c.) the City may suspend or deny building permits for buildings within the Subject Property;
- d.) the City may, at its sole option, perform the work or improvements to be performed by ISD #199, in which case ISD #199 shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and ISD #199 hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property. ISD #199 hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**11.2 No Additional Waiver Implied By One Waiver.** In the event any agreement contained in this Improvement Agreement is breached by ISD #199 and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

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

**11.4 Emergency.** Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to ISD #199 in case of a ISD #199 Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving ISD #199 a thirty (30) day period to cure ISD #199 Default, in the event of an emergency as determined by the Director of PWD, resulting from ISD #199 Default, the City may perform the work or improvement to be performed by ISD #199 without giving any notice or Formal Notice to ISD #199 and without giving ISD #199 the thirty (30) day period to cure ISD #199 Default. In such case, ISD #199 shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and ISD #199 hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing

requirements and any claim that the special assessments exceed benefit to the Subject Property. ISD #199 hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

## **ARTICLE 12** **ENGINEERING ESCROW**

**12.1 Escrow Requirement.** Prior to ISD #199 beginning construction of ISD #199 Improvements and prior to obtaining any permits for grading, foundations or for building, ISD #199 shall deposit with the City a cash deposit for the amount stated in **Exhibit E**.

## **ARTICLE 13** **PAYMENT AND PERFORMANCE BOND**

**13.1 Co-Obligee on Payment and Performance Bond.** ISD #199 agrees to name the City as a co-obligee on the payment and performance bond it obtains in connection with the construction of ISD #199 Improvements. ISD #199 further agrees to name the City as an additional insured on the insurance policy it obtains in connection with the construction of ISD #199 Improvements.

## **ARTICLE 14** **MISCELLANEOUS**

**14.1 City's Duties.** The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any ISD #199 Improvements.

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

**14.3 Recording.** The Improvement Agreement may be recorded with the County Recorder and ISD #199 shall provide and execute any and all documents necessary to implement the recording.

**14.4 Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of ISD #199. This Improvement Agreement shall also run with and be binding upon any after acquired interest of ISD #199 in the Subject Property.

**14.5 Amendment and Waiver.** The parties hereto may by mutual written agreement amend this Improvement Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Improvement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Improvement Agreement, waive compliance by another with any of the covenants contained in this Improvement Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations



under this Improvement Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Improvement Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

**14.8 Headings.** The subject headings of the paragraphs and subparagraphs of this Improvement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

**14.9 Inconsistency.** If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon ISD #199 are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the ISD #199 shall prevail.

**14.10 Access.** ISD #199 hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City during the installation of ISD #199 Improvements.

**[The remainder of this page has been intentionally left blank.]**

IN WITNESS WHEREOF, the parties have executed this Improvement Agreement.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Joe Lynch, City Administrator and Deputy Clerk

STATE OF MINNESOTA    )  
                                  )       ss.  
COUNTY OF DAKOTA    )

On this 26<sup>th</sup> day of August, 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

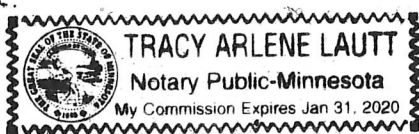
**ISD #199:  
INDEPENDENT SCHOOL DISTRICT #199**

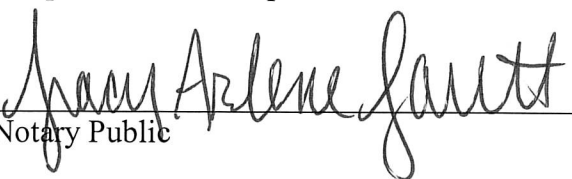
By:   
Cindy Nordstrom  
Its: Vice Chair and Treasurer

By:   
Rachel Hanson  
Its: School Board Clerk

STATE OF MINNESOTA    )  
                                          )       ss.  
COUNTY OF DAKOTA    )

On this 14 day of AUGUST, 2019, before me a Notary Public within and for said County, personally appeared Cindy Nordstrom and Rachel Hanson to me personally known, who being by me duly sworn, did say that they are the Vice Chair and Treasurer and the School Board Clerk of Independent School District #199, a public school corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the School Board and said Cindy Nordstrom and Rachel Hanson acknowledged said instrument to be the free act and deed of the public school corporation.



  
Notary Public

**THIS INSTRUMENT DRAFTED BY AND  
AFTER RECORDING PLEASE RETURN TO:**

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

**EXHIBIT A**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

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

All that part of the Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) in Section 22, Township 27, Range 22, and that part of the Northeast Quarter of the Northwest Quarter (NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) in Section 27, Township 27, Range 22, described as commencing at the Northwest corner of the said Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ), thence East along the North line thereof to its intersection with a line running parallel to and 300 ft. East of the West line of the said SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , which point of intersection is the point of beginning, thence South parallel to the West line of the said Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) and parallel to the West line of the said Northeast Quarter of the Northwest Quarter (NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) to the Northwesternly railroad right-of-way line of the Chicago Great Western Railway Company, thence Northeasterly along said railroad right-of-way line to its intersection with the center line of County Aid Road No. 21, thence Northerly along the center line of County Aid Road No. 21 to the North line of the said Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ), thence West to the point of beginning, Dakota County, Minnesota,

EXCEPT the following:

All that part of the Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) in Section 22, Township 27, Range 22, and that part of the Northeast Quarter of the Northwest Quarter (NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) in Section 27, Township 27, Range 22, described as commencing at the Northwest corner of the said Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ), thence East along the North line thereof to its intersection with a line running parallel to and 300 ft. East of the West line of the said SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , which point of intersection is the point of beginning, thence South parallel to the West line of the said Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) and parallel to the West line of the said Northeast Quarter of the Northwest Quarter (NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) to the Northwesternly railroad right-of-way line of the Chicago Great Western Railway Company, thence Northeasterly along said railroad right-of-way line to its intersection with the center line of County Aid Road No. 21, thence Northerly along the center line of County Aid Road No. 21 to the North line of the said Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ), thence West to the point of beginning, Dakota County, Minnesota, lying westerly of Inver Grove Trail and lying northerly of a line 30 feet northerly of and parallel with said Line A from Point F to Point G.

Line A: Commencing at the South Quarter Corner of Section 22, T27N, R22W; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West; thence North 21 degrees 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds,

to Point A; thence continuing northerly 54.83 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 6 degrees 34 minutes 45 seconds, to Point B; thence continuing northerly 113.14 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 13 degrees 34 minutes 38 seconds, to Point C; thence North 18 degrees 59 minutes 06 seconds East, tangent to last described curve, 330.00 feet to Point D; thence continuing North 18 degrees 59 minutes 06 seconds East, 325.08 feet to Point E; thence continuing North 18 degrees 59 minutes 06 seconds East, 48.00 feet to Point F; thence North 71 degrees 00 minutes 41 seconds West, 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 85.63 feet; thence westerly 154.23 feet, along a tangential curve, concave to the south, having a radius of 460.00 feet, and a central angle of 19 degrees 12 minutes 39 seconds, to the intersection with a line 30 feet southerly of and parallel with the north line of the SE1/4 of the SW1/4 of said Section 22, said intersection being Point G; thence South 89 degrees 46 minutes 31 seconds West, along said parallel line, 467.89 feet to Point H; thence northwesterly 670.27 feet, along a tangential curve, concave to the northeast, having a radius of 460.00 feet, and a central angle of 83 degrees 29 minutes 11 seconds, and said line there terminating.

**EXHIBIT B**  
**LIST OF DEVELOPMENT PLANS**

| <b><u>PLAN</u></b>                             | <b><u>DATE OF PLAN<br/>PREPARATION</u></b> | <b><u>PREPARED<br/>BY</u></b>                              |
|------------------------------------------------|--------------------------------------------|------------------------------------------------------------|
| Site Removals<br>Plan<br>(C1.11)               | 6-7-19*                                    | MLA architects<br>and Anderson-Johnson<br>Associates, Inc. |
| Site Finishing<br>Plan<br>(C1.21)              | 6-7-19*                                    | MLA architects<br>and Anderson-Johnson<br>Associates, Inc. |
| Grading and Drainage<br>Plan<br>(C1.31)        | 6-7-19*                                    | MLA architects<br>and Anderson-Johnson<br>Associates, Inc. |
| Utility and Erosion<br>Control Plan<br>(C1.41) | 6-7-19*                                    | MLA architects<br>and Anderson-Johnson<br>Associates, Inc. |
| Site Details<br>(C2.11)                        | 6-7-19*                                    | MLA architects<br>and Anderson-Johnson<br>Associates, Inc. |

\*final revisions made on 8-2-19

The above-listed Development Plans were approved by the City Engineer on August 8, 2019.

The Development Plans also include compliance by the ISD #199 with the conditions set forth in the following (the "Engineering Memo"):

1. Memo from City Engineer to Chief Building Official dated July 11, 2019.

The Engineering Memo is on file with the City.

The Development Plans also include modifications of the above referenced Development Plans by ISD #199 as approved from time to time by the City Engineer.



**EXHIBIT C**  
**ISD #199 IMPROVEMENTS**

The items checked with an "X" below are ISD #199 Improvements.

The items checked with "Public" below are those ISD #199 Improvements that are ISD #199-Public Improvements.

| <b><u>CHECKED</u></b> | <b><u>COMPLETION DATE</u></b>                                                                  | <b><u>IMPROVEMENT</u></b>                                                      |
|-----------------------|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| X                     | June 15, 2020 or before<br>issuance of building permit,<br>whichever occurs first              | grading, drainage and<br>erosion control<br>(including water quality<br>basin) |
| X                     | June 15, 2020, or before<br>issuance of building permit,<br>whichever occurs first             | sanitary sewer                                                                 |
| X                     | June 15, 2020, or before<br>issuance of building permit,<br>whichever occurs first             | storm sewer<br>(functional to level<br>approved by City Engineer)              |
| X                     | June 15, 2020,<br>or before issuance of<br>certificate of occupancy,<br>whichever occurs first | storm sewer<br>(completed and approved<br>by City Engineer)                    |
| X                     | June 15, 2020,<br>or before issuance of<br>certificate of occupancy,<br>whichever occurs first | parking lot construction                                                       |
| X                     | June 15, 2020,<br>or before issuance of<br>certificate of occupancy,<br>whichever occurs first | lights                                                                         |
| X                     | June 15, 2020,<br>or before issuance of<br>certificate of occupancy,<br>whichever occurs first | landscaping                                                                    |

|   |                                                                                                |                              |
|---|------------------------------------------------------------------------------------------------|------------------------------|
| X | June 15, 2020,<br>or before issuance of<br>certificate of occupancy,<br>whichever occurs first | construction debris clean-up |
| X | June 15, 2020,<br>or before issuance of<br>certificate of occupancy,<br>whichever occurs first | certified as-builts          |

## **EXHIBIT D**

### **MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY**

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CONSTRUCTION OF THE ISD #199 IMPROVEMENTS BEGINS.** Before construction of the ISD #199 Improvements begins, all the following conditions must be satisfied:
- a.) ISD #199 must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow stated on Exhibit E of this Improvement Agreement.
  - b.) ISD #199 must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and ISD #199 must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the engineering inspection escrow made a part of Exhibit E.
  - c.) ISD #199 must execute this Improvement Agreement.
  - d.) ISD #199 must execute a Stormwater Facilities Maintenance Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
  - e.) ISD #199 must execute a Drainage, Utility and Stormwater Ponding Easement Agreement for the Subject Property. The form of the easement is subject to the approval of the City Attorney and the Director of PWD.
  - f.) ISD #199 must show evidence to the City that the City is listed as an additional insured on the insurance certificate being obtained by the ISD #199 in connection with the construction of the ISD #199 Improvements.
  - g.) ISD #199 must show evidence to the City that the following three (3) documents have been recorded:
    - Improvement Agreement
    - Stormwater Facilities Maintenance Agreement
    - Drainage, Utility and Stormwater Easement Agreement
- 2.) **CONDITIONS TO BE SATISFIED ON OR BEFORE JUNE 15, 2020 OR BEFORE ISSUANCE OF A BUILDING PERMIT, WHICHEVER OCCURS FIRST.** On or before June 15, 2020 or before issuance of a building permit, whichever occurs first, all of the following conditions must be satisfied:
- a.) All of the conditions in paragraph 1 of this Exhibit D have been met.

- b.) Grading, drainage and erosion control (including the water quality basin) must be completed for the site.
  - c.) The sanitary sewer must be installed.
  - d.) The storm sewer must be functional as determined by the City Engineer.
- 3.) **CONDITIONS TO BE SATISFIED ON OR BEFORE JUNE 15, 2020 OR BEFORE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, WHICHEVER OCCURS FIRST.** On or before June 15, 2020, or before issuance of a Certificate of Occupancy, whichever occurs first, all of the following conditions must be satisfied:
- a.) Completion of all of the following:
    - Storm sewer
    - parking lot
    - lights
    - landscaping
    - construction debris clean-up
    - ISD #199 shall deliver as-built drawings to the City
- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** During the construction and other improvements within the Subject Property, ISD#199 is responsible for removing any construction debris (including paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, ISD#199 must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.
- 5.) **RETAINING WALL REQUIREMENTS.** Prior to the City issuing a certificate of occupancy for the Subject Property, all retaining wall permits (if required) must be issued by the City. If applicable, prior to the City granting a certificate of occupancy for the Subject Property, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.
- 6.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction within the Subject Property shall comply with the following (Erosion Control Forms):
- a. Silt Fence dated April 2011 and identified as Plate No. EC-02;
  - b. Rock Construction Entrance dated April 2011 and identified as Plate No. EC-03;
  - c. Storm Sewer Inlet Protection dated April 2011 and identified as Plate No. EC-04;

- d. Sediment Log Installation dated March 2015 and identified as Plate No. EC-07.

The Erosion Control Forms are on file with the City. ISD#199 must make the builder aware of the above identified Erosion Control Forms and must provide a copy of the above-described Erosion Control Forms to the contractor. The contractor must execute the Notice of Erosion Control Requirement for Construction (on file with the City) when a building permit is obtained.

- 7.) **PERMITS**. ISD#199 is responsible to obtain all necessary permits for construction of the Improvements within the Subject Property including, but not limited to, the following:

- Mn/DOT – drainage permit, if needed
- MPCA – NPDES General Stormwater permit, if needed
- CITY Building Department permits for the building

**EXHIBIT E**  
**ENGINEERING ESCROW**

ISD #199 shall deposit \$7,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Development Plans, ISD #199 Improvements, and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

The Engineering Escrow Amount shall also be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control, and stormwater facilities, and landscaping on the Subject Property and failures, if any, of ISD #199 to comply with maintenance obligations for stormwater facilities in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return the remaining balance of the Engineering Escrow Amount to ISD #199 when all the following events have occurred:

- a.) Upon satisfactory completion of ISD #199 Improvements as determined by the Director of PWD;
- b.) all of the landscaping and vegetation has been established to the sole satisfaction of the City.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, stormwater facilities or landscaping or maintenance obligations for stormwater facilities exceed the initially deposited \$7,500 Engineering Escrow Amount, ISD #199 is responsible for payment of such excess within thirty (30) days after billing by the City.



**STORM WATER FACILITIES MAINTENANCE AGREEMENT**  
**FOR STORM WATER FACILITIES LOCATED AT**  
**9875 INVER GROVE TRAIL, INVER GROVE HEIGHTS,**  
**DAKOTA COUNTY, MINNESOTA**

**THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT** (Agreement) is made, entered into and effective this 26<sup>th</sup> day of August, 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Independent School District #199, a Minnesota public school corporation (hereafter referred to as “Landowner and “Responsible Owner”).

Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

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

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

**1.3    Landowner.** “Landowner” means Independent School District #199, a Minnesota public school corporation, and its successors and assigns.

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

The fee title owner of the Subject Property identified on Exhibit A, and the successors and assigns of such fee title owner.

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

Any existing and future stormwater quality basins, stormwater ponds, filtration areas, stormwater pipes, inlets, sump manholes, flared end structures, overflow structures, aprons, rip rap, emergency overflow swales, culverts, catch basins, drainage paths, slope stabilization and related stormwater appurtenances lying within the Subject Property.

The existing landlocked regional stormwater basin (identified as “basin XP” in the Storm Water Facility Plan) located on the Subject Property is not included in the definition of Storm Water Facilities. The existing landlocked regional stormwater basin located on the Subject Property will be maintained by the City. The Responsible Owner is not obligated to maintain the existing landlocked regional stormwater basin (identified as “basin XP” in the Storm Water Facility Plan).

**1.6 Storm Water Facility Plan.** “Storm Water Facility Plan” means that certain Utility and Erosion Control Plan (C1.41), Site Details (C2.11), Site Finishing Plan (C1.21), Grading and Drainage Plan (C1.31) prepared by MLA Architects and Anderson-Johnson Associates, Inc. dated June 7, 2019 with final revisions on August 2, 2019 and approved by the City Engineer on August 8, 2019. The Storm Water Facility Plan is on file with the City.

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

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

## **ARTICLE 2** **RECITALS**

**Recital No. 1.** Landowner owns the Subject Property.

**Recital No. 2.** Landowner has requested that the City approve Development Plans in connection with an Improvement Agreement between the City and Landowner dated August 26, 2019.

**Recital No. 3.** The Landowner is constructing and maintaining the Storm Water Facilities on the Subject Property.

**Recital No. 4.** The City is willing to approve the Development Plans identified in the Improvement Agreement for the Subject Property if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

**Recital No. 5.** By this Agreement the parties seek to:

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

### **ARTICLE 3**

#### **RESPONSIBILITY FOR MAINTENANCE**

**3.1 Construction and Maintenance of Storm Water Facilities.** Landowner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Stormwater Facility Plan at the sole expense of Landowner at a location and in a configuration as approved by the City pursuant to the Storm Water Facility Plan.

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

The existing landlocked regional stormwater basin (identified as “basin XP” in the Storm Water Facility Plan) located on the Subject Property is not included in the definition of Storm Water Facilities. The existing landlocked regional stormwater basin located on the Subject Property will be maintained by the City. The Responsible Owner is not obligated to maintain the existing landlocked regional stormwater basin (identified as “basin XP” in the Storm Water Facility Plan).

**3.2 Standard of Maintenance.** The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.2.

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and

- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Subject Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- e. The Standard of Maintenance shall include but not be limited to each of the following:
  - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
  - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The Responsible Owner has prepared an Operations & Maintenance Plan to show how the Responsible Owner will operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Subject Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
  - iii.) The Operations & Maintenance Plan shall contain the following information:
    - a. Detailed inspection requirements;
    - b. Inspection and maintenance schedules;
    - c. Contact information for the Responsible Owner;
    - d. As built plans of the Storm Water Facilities;
    - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;

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

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

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

**3.3 Notice of Non-Compliance with Section 3.2 and 3.3; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.4 and 3.5 with respect to the billing, collection and/or tax certification of such costs.

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

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

**3.5 Certification of Costs Payable With Taxes; Special Assessments.** If payment is not made under Section 3.4 by the Responsible Owner with respect to the Subject Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Subject Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Subject Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.2.

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

The Responsible Owner hereby grants to the City a temporary right and license to enter the Subject Property and the public easements for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance in the event Responsible Owner fails to maintain the Storm Water Facilities.

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this



Agreement;

- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and
- d.) re-construction of the Storm Water Facilities, if needed in the future.

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

#### **ARTICLE 4** **CITY'S COVENANTS**

**4.1 Approval of Development Plans.** The City agrees that if Landowner executes this Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement between Landowner and City are met, the City will approve the Development Plans as identified in the Improvement Agreement between Landowner and City.

#### **ARTICLE 5** **MISCELLANEOUS**

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

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

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

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

**5.5 Consent.** Responsible Owner consents to the recording of this Agreement.

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

**If to City:**

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

**If to Landowner:**

Independent School District 199  
Attention: School Board Vice Chair &  
Treasurer  
2990 80<sup>th</sup> Street E.  
Inver Grove Heights, MN 55076

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

**[Remainder of Page Intentionally Left Blank]**

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

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Joe Lynch, City Administrator and Deputy Clerk

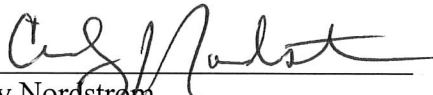
(CITY SEAL)

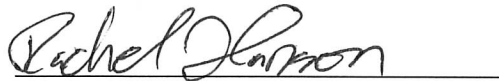
STATE OF MINNESOTA    )  
                                      )       ss.  
COUNTY OF DAKOTA    )

On this 26<sup>th</sup> day of August, 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

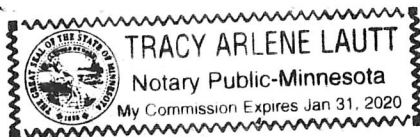
**LANDOWNER:  
INDEPENDENT SCHOOL DISTRICT #199**

By:   
Cindy Nordstrom  
Its: Vice Chair and Treasurer

By:   
Rachel Hanson  
Its: School Board Clerk

STATE OF MINNESOTA    )  
                                      )  
COUNTY OF DAKOTA    )       ss.

On this 14 day of AUGUST, 2019, before me a Notary Public within and for said County, personally appeared Cindy Nordstrom and Rachel Hanson to me personally known, who being by me duly sworn, did say that they are the Vice Chair and Treasurer and the School Board Clerk of Independent School District #199, a public school corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the School Board and said Cindy Nordstrom and Rachel Hanson acknowledged said instrument to be the free act and deed of the public school corporation.



  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**

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

**AFTER RECORDING PLEASE  
RETURN TO:**

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

**EXHIBIT A**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

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

All that part of the Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) in Section 22, Township 27, Range 22, and that part of the Northeast Quarter of the Northwest Quarter (NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) in Section 27, Township 27, Range 22, described as commencing at the Northwest corner of the said Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ), thence East along the North line thereof to its intersection with a line running parallel to and 300 ft. East of the West line of the said SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , which point of intersection is the point of beginning, thence South parallel to the West line of the said Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) and parallel to the West line of the said Northeast Quarter of the Northwest Quarter (NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) to the Northwesterly railroad right-of-way line of the Chicago Great Western Railway Company, thence Northeasterly along said railroad right-of-way line to its intersection with the center line of County Aid Road No. 21, thence Northerly along the center line of County Aid Road No. 21 to the North line of the said Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ), thence West to the point of beginning, Dakota County, Minnesota,

EXCEPT the following:

All that part of the Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) in Section 22, Township 27, Range 22, and that part of the Northeast Quarter of the Northwest Quarter (NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) in Section 27, Township 27, Range 22, described as commencing at the Northwest corner of the said Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ), thence East along the North line thereof to its intersection with a line running parallel to and 300 ft. East of the West line of the said SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , which point of intersection is the point of beginning, thence South parallel to the West line of the said Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) and parallel to the West line of the said Northeast Quarter of the Northwest Quarter (NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) to the Northwesterly railroad right-of-way line of the Chicago Great Western Railway Company, thence Northeasterly along said railroad right-of-way line to its intersection with the center line of County Aid Road No. 21, thence Northerly along the center line of County Aid Road No. 21 to the North line of the said Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ), thence West to the point of beginning, Dakota County, Minnesota, lying westerly of Inver Grove Trail and lying northerly of a line 30 feet northerly of and parallel with said Line A from Point F to Point G.

Line A: Commencing at the South Quarter Corner of Section 22, T27N, R22W; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West; thence North 21 degrees 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds, to Point A; thence continuing northerly 54.83 feet, along the extension of last described curve,

having a radius of 477.46, and a central angle of 6 degrees 34 minutes 45 seconds, to Point B; thence continuing northerly 113.14 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 13 degrees 34 minutes 38 seconds, to Point C; thence North 18 degrees 59 minutes 06 seconds East, tangent to last described curve, 330.00 feet to Point D; thence continuing North 18 degrees 59 minutes 06 seconds East, 325.08 feet to Point E; thence continuing North 18 degrees 59 minutes 06 seconds East, 48.00 feet to Point F; thence North 71 degrees 00 minutes 41 seconds West, 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 85.63 feet; thence westerly 154.23 feet, along a tangential curve, concave to the south, having a radius of 460.00 feet, and a central angle of 19 degrees 12 minutes 39 seconds, to the intersection with a line 30 feet southerly of and parallel with the north line of the SE1/4 of the SW1/4 of said Section 22, said intersection being Point G; thence South 89 degrees 46 minutes 31 seconds West, along said parallel line, 467.89 feet to Point H; thence northwesterly 670.27 feet, along a tangential curve, concave to the northeast, having a radius of 460.00 feet, and a central angle of 83 degrees 29 minutes 11 seconds, and said line there terminating.



**EXHIBIT B**  
**OPERATIONS & MAINTENANCE PLAN**

# Operations & Maintenance Plan Exhibit B

ISD #199: Inver Grove Heights Public Schools  
Pine Bend Elementary School

Prepared by:



Anderson-Johnson Associates, Inc.  
7575 Golden Valley Road – Suite 200  
Minneapolis, MN 55427

July 26, 2019

## Operations and Maintenance Plan for Pine Bend Elementary School Stormwater Treatment Facility

Address: 9875 Inver Grove Trail  
Inver Grove Heights, Minnesota 55076

Contact: Kevin McNamara  
Inver Grove Heights School District  
2990 80th Street E.  
Inver Grove Heights, Minnesota 55076  
mcnamarak@isd199.org

Purpose: The stormwater management feature identified in this plan serves to treat the stormwater runoff for the south hard surface area on the school site.

Maintenance is necessary to the functionality and long-term success of the stormwater management feature at this site. The stormwater management feature identified in this plan is:

1. Proposed Filtration Area (1P) south of the school in the old playground area.

This plan also includes maintenance instructions for slope stabilization and sod.

## FILTRATION AREA (1P)

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The following guidelines shall be used to maintain the Filtration Area post construction.

### Spring Maintenance — Prior to Vegetation Growth

- ☐ Remove trash, litter, and other debris.
- ☐ Remove silt or other soil deposits from the bottom of the Filtration Area.

### Early Summer Maintenance — Early to Mid June

- ☐ Remove trash, litter, and other debris.
- ☐ Remove weeds. Weed removal is critical before weeds go to seed. Weeds should be removed by hand to physically remove and discard the plant and root materials.
- ☐ Repair erosion or rivlets occurring on side slopes to the area. Especially the outlet area and around the turf reinforcement mat.
- ☐ Remove any debris or sediment buildup in drain tile outlet structure CB1.

### End of Season Maintenance

- ☐ Remove trash, litter and other debris.
- ☐ Blow leaves from the Filtration Area. Leaf removal should be done during dry periods to effectively remove leaves.
- ☐ Flush Filtration Area drain tile using cleanouts if drainage is blocked.

## FILTRATION AREA(1P) MAINTENANCE INSPECTION CHECKLIST

Inspector: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Weather: \_\_\_\_\_ Rainfall over previous 2 – 3 days? Y / N

Reading from closest NOAA reporting station: \_\_\_\_\_

Components:

| Items Inspected                                             | Checked |   | Maintenance Needed |   | Inspection Frequency |
|-------------------------------------------------------------|---------|---|--------------------|---|----------------------|
|                                                             | Y       | N | Y                  | N |                      |
| Vegetation surrounding Filtration area                      |         |   |                    |   | M                    |
| Vegetation in Filtration area                               |         |   |                    |   | A                    |
| Evidence of erosion                                         |         |   |                    |   | M / AMS              |
| Evidence of any blockage or damage at drain tile outlet CB1 |         |   |                    |   | M / AMS              |
| Other: _____                                                |         |   |                    |   |                      |

Inspection Frequency Key      A = Annual    M = Monthly    AMS = After Major Storm

Comments:

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**Overall Condition of Facility:**

Maintenance required as detailed above?    Y / N

Compliance with other consent conditions?    Y / N

Comments:

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Inspector's signature: 

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## Pine Bend Elementary School

### ADDITIONAL MAINTENANCE ITEMS

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The following guidelines shall be used to maintain the steep slopes and non-irrigated sodded areas post construction.

#### Slope Stabilization

- ☐ Repair erosion occurring on side slopes.
- ☐ Provide additional erosion control measures as needed.
- ☐ Re-seed or re-sod eroded areas as needed.

#### Sodded Areas Maintenance

- ☐ Repair erosion or rivlets occurring on side slopes to the area.
- ☐ Remove debris from the area.



**EXHIBIT C**  
**ANNUAL INSPECTION FORM**

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

- \* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe  
 \*\* Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed  
 \*\*\* Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

## **PERMANENT DRAINAGE, UTILITY AND STORMWATER PONDING EASEMENT**

THIS PERMANENT DRAINAGE, UTILITY AND STORMWATER PONDING EASEMENT (Easement) is made, granted and conveyed this 26<sup>th</sup> day of August, 2019, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Independent School District #199, a Minnesota public school corporation (hereinafter referred to as Landowner).

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

The Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever, a permanent easement for drainage, utility, stormwater, stormwater ponding, stormwater collection, stormwater control improvements and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of drainage facilities, utilities, stormwater ponding, stormwater collection and stormwater control improvements, under, over, across, through and upon the following described premises (the “**Easement Area**”) situated within Dakota County, Minnesota, to-wit:

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

### **EXEMPT FROM STATE DEED TAX**

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

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

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

d.) to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the City may deem appropriate.

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

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

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

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

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

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

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

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

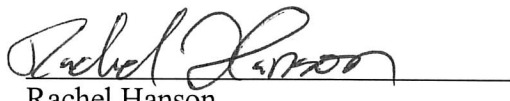
STATE OF MINNESOTA    )  
                                  )       ss.  
COUNTY OF DAKOTA    )

On this 26<sup>th</sup> day of August, 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

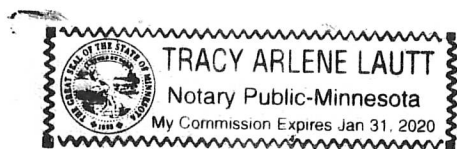
**LANDOWNER:  
INDEPENDENT SCHOOL DISTRICT #199**

By:   
Cindy Nordstrom  
Its: Vice Chair and Treasurer

By:   
Rachel Hanson  
Its: School Board Clerk

STATE OF MINNESOTA    )  
                                      )  
COUNTY OF DAKOTA    )           ss.

On this 14 day of AUGUST, 2019, before me a Notary Public within and for said County, personally appeared Cindy Nordstrom and Rachel Hanson to me personally known, who being by me duly sworn, did say that they are the Vice Chair and Treasurer and the School Board Clerk of Independent School District #199, a public school corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the School Board and said Cindy Nordstrom and Rachel Hanson acknowledged said instrument to be the free act and deed of the public school corporation.



  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**

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

**AFTER RECORDING PLEASE  
RETURN TO:**

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

**EXHIBIT A**  
**LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY**

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

All that part of the Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) in Section 22, Township 27, Range 22, and that part of the Northeast Quarter of the Northwest Quarter (NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) in Section 27, Township 27, Range 22, described as commencing at the Northwest corner of the said Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ), thence East along the North line thereof to its intersection with a line running parallel to and 300 ft. East of the West line of the said SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , which point of intersection is the point of beginning, thence South parallel to the West line of the said Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) and parallel to the West line of the said Northeast Quarter of the Northwest Quarter (NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) to the Northwesterly railroad right-of-way line of the Chicago Great Western Railway Company, thence Northeasterly along said railroad right-of-way line to its intersection with the center line of County Aid Road No. 21, thence Northerly along the center line of County Aid Road No. 21 to the North line of the said Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ), thence West to the point of beginning, Dakota County, Minnesota,

EXCEPT the following:

All that part of the Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) in Section 22, Township 27, Range 22, and that part of the Northeast Quarter of the Northwest Quarter (NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) in Section 27, Township 27, Range 22, described as commencing at the Northwest corner of the said Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ), thence East along the North line thereof to its intersection with a line running parallel to and 300 ft. East of the West line of the said SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , which point of intersection is the point of beginning, thence South parallel to the West line of the said Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) and parallel to the West line of the said Northeast Quarter of the Northwest Quarter (NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) to the Northwesterly railroad right-of-way line of the Chicago Great Western Railway Company, thence Northeasterly along said railroad right-of-way line to its intersection with the center line of County Aid Road No. 21, thence Northerly along the center line of County Aid Road No. 21 to the North line of the said Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ), thence West to the point of beginning, Dakota County, Minnesota, lying westerly of Inver Grove Trail and lying northerly of a line 30 feet northerly of and parallel with said Line A from Point F to Point G.

Line A: Commencing at the South Quarter Corner of Section 22, T27N, R22W; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West; thence North 21 degrees 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to



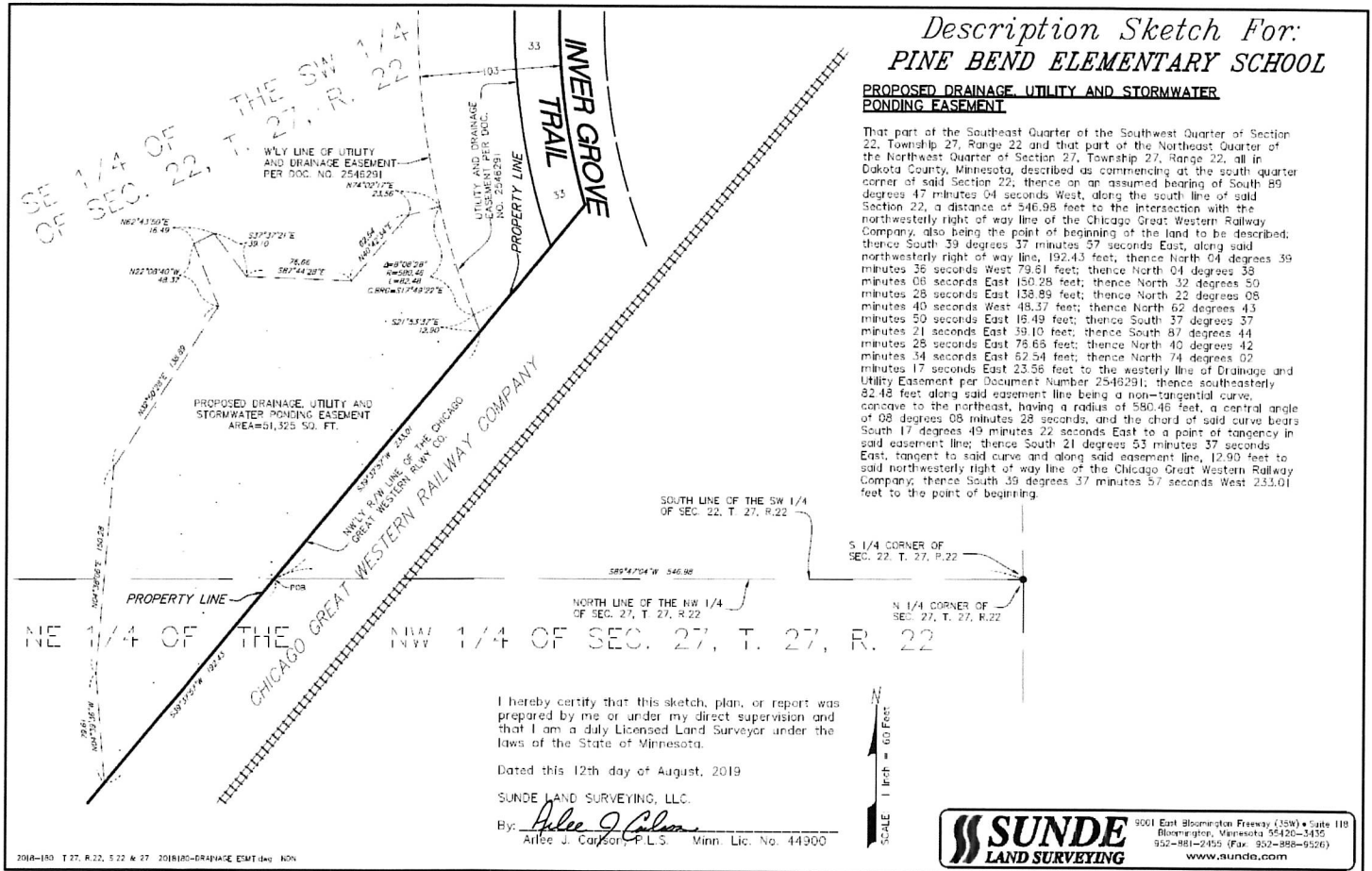
the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds, to Point A; thence continuing northerly 54.83 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 6 degrees 34 minutes 45 seconds, to Point B; thence continuing northerly 113.14 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 13 degrees 34 minutes 38 seconds, to Point C; thence North 18 degrees 59 minutes 06 seconds East, tangent to last described curve, 330.00 feet to Point D; thence continuing North 18 degrees 59 minutes 06 seconds East, 325.08 feet to Point E; thence continuing North 18 degrees 59 minutes 06 seconds East, 48.00 feet to Point F; thence North 71 degrees 00 minutes 41 seconds West, 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 85.63 feet; thence westerly 154.23 feet, along a tangential curve, concave to the south, having a radius of 460.00 feet, and a central angle of 19 degrees 12 minutes 39 seconds, to the intersection with a line 30 feet southerly of and parallel with the north line of the SE1/4 of the SW1/4 of said Section 22, said intersection being Point G; thence South 89 degrees 46 minutes 31 seconds West, along said parallel line, 467.89 feet to Point H; thence northwesterly 670.27 feet, along a tangential curve, concave to the northeast, having a radius of 460.00 feet, and a central angle of 83 degrees 29 minutes 11 seconds, and said line there terminating.

**EXHIBIT B**  
**LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA**

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

That part of the Southeast Quarter of the Southwest Quarter of Section 22, Township 27, Range 22 and that part of the Northeast Quarter of the Northwest Quarter of Section 27, Township 27, Range 22, all in Dakota County, Minnesota, described as commencing at the south quarter corner of said Section 22; thence on an assumed bearing of South 89 degrees 47 minutes 04 seconds West, along the south line of said Section 22, a distance of 546.98 feet to the intersection with the northwesterly right of way line of the Chicago Great Western Railway Company, also being the point of beginning of the land to be described; thence South 39 degrees 37 minutes 57 seconds East, along said northwesterly right of way line, 192.43 feet; thence North 04 degrees 39 minutes 36 seconds West 79.61 feet; thence North 04 degrees 38 minutes 06 seconds East 150.28 feet; thence North 32 degrees 50 minutes 28 seconds East 138.89 feet; thence North 22 degrees 08 minutes 40 seconds West 48.37 feet; thence North 62 degrees 43 minutes 50 seconds East 16.49 feet; thence South 37 degrees 37 minutes 21 seconds East 39.10 feet; thence South 87 degrees 44 minutes 28 seconds East 76.66 feet; thence North 40 degrees 42 minutes 34 seconds East 62.54 feet; thence North 74 degrees 02 minutes 17 seconds East 23.56 feet to the westerly line of Drainage and Utility Easement per Document Number 2546291; thence southeasterly 82.48 feet along said easement line being a non-tangential curve, concave to the northeast, having a radius of 580.46 feet, a central angle of 08 degrees 08 minutes 28 seconds, and the chord of said curve bears South 17 degrees 49 minutes 22 seconds East to a point of tangency in said easement line; thence South 21 degrees 53 minutes 37 seconds East, tangent to said curve and along said easement line, 12.90 feet to said northwesterly right of way line of the Chicago Great Western Railway Company; thence South 39 degrees 37 minutes 57 seconds West 233.01 feet to the point of beginning.

# **EXHIBIT B (CONTINUED)** **DEPICTION OF EASEMENT AREA**



## *Description Sketch For:* **PINE BEND ELEMENTARY SCHOOL**

### **PROPOSED DRAINAGE, UTILITY AND STORMWATER PONDING EASEMENT**

That part of the Southeast Quarter of the Southwest Quarter of Section 22, Township 27, Range 22 and that part of the Northeast Quarter of the Northwest Quarter of Section 27, Township 27, Range 22, all in Dakota County, Minnesota, described as commencing at the south quarter corner of said Section 22, thence on an assumed bearing of South 89 degrees 47 minutes 04 seconds West, along the south line of said Section 22, a distance of 546.98 feet to the intersection with the northwesterly right of way line of the Chicago Great Western Railway Company, also being the point of beginning of the land to be described; thence South 39 degrees 37 minutes 57 seconds East, along said northwesterly right of way line, 192.43 feet; thence North 04 degrees 39 minutes 36 seconds West 79.61 feet; thence North 04 degrees 38 minutes 08 seconds East 150.28 feet; thence North 22 degrees 05 minutes 28 seconds East 138.89 feet; thence North 22 degrees 05 minutes 40 seconds West 48.37 feet; thence North 62 degrees 43 minutes 50 seconds East 18.49 feet; thence South 37 degrees 37 minutes 21 seconds East 39.10 feet; thence South 87 degrees 44 minutes 25 seconds East 76.65 feet; thence North 40 degrees 42 minutes 34 seconds East 62.54 feet; thence North 74 degrees 02 minutes 17 seconds East 23.56 feet to the westerly line of Drainage and Utility Easement per Document Number 2546291; thence southeasterly 82.48 feet along said easement line being a non-tangential curve, concave to the northeast, having a radius of 580.46 feet, a central angle of 08 degrees 08 minutes 28 seconds, and the chord of said curve bears South 17 degrees 49 minutes 22 seconds East to a point of tangency in said easement line; thence South 21 degrees 53 minutes 37 seconds East, tangent to said curve and along said easement line, 12.90 feet to said northwesterly right of way line of the Chicago Great Western Railway Company; thence South 39 degrees 37 minutes 57 seconds West 233.01 feet to the point of beginning.

I hereby certify that this sketch, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 12th day of August, 2019

SUNDE LAND SURVEYING, LLC.

By: *Arlee J. Carlson*  
 Arlee J. Carlson, P.L.S. Minn. Lic. No. 44900

**SUNDE LAND SURVEYING**  
 9001 East Bloomington Freeway (135W) • Suite 118  
 Bloomington, Minnesota 55420-3435  
 952-881-2455 (Fax: 952-888-9526)  
[www.sunde.com](http://www.sunde.com)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider a Resolution Receiving Petition for City Project No. 2019-09D – 64<sup>th</sup> Street Area Improvements**

Meeting Date: August 26, 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*

**Fiscal/FTE Impact:**

|                                     |                                                                                                 |
|-------------------------------------|-------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | None                                                                                            |
| <input type="checkbox"/>            | Amount included in current budget                                                               |
| <input type="checkbox"/>            | Budget amendment requested                                                                      |
| <input type="checkbox"/>            | FTE included in current complement                                                              |
| <input type="checkbox"/>            | New FTE requested – N/A                                                                         |
| <input checked="" type="checkbox"/> | Other: Special Assessments, Franchise Fund, Pavement Management Fund, Sewer Fund and Water Fund |

**PURPOSE/ACTION REQUESTED**

Consider a resolution receiving petition for City Project No. 2019-09D – 64<sup>th</sup> Street Area Improvements.

**SUMMARY**

On August 12, 2019, City Council ordered a feasibility study and assessment benefit analysis for City Project No. 2019-09D – 64<sup>th</sup> Street Area Improvements.

The project was initiated by Council as part of the Pavement Management Program and Capital Improvement Plan. The project area will include 64<sup>th</sup> Street East, Bowman Avenue, Bowman Circle and Upper 64<sup>th</sup> Court East.

Attached is a petition received by twenty-six residents of 64<sup>th</sup> Street and Bowman Circle in support of having their roads improved. There are 42 parcels on the project plus a City property. These 26 petitioners represent 62 percent of the residents in the project area that are in support of the project. The petition was not circulated on 64<sup>th</sup> Court; however, the City has received emails from two residents on 64<sup>th</sup> Court that were in favor of the project.

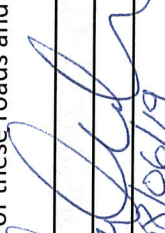
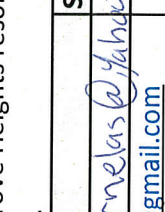
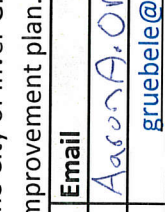
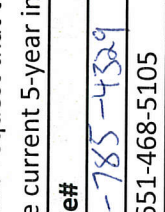
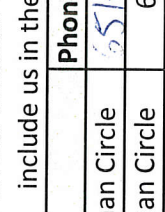
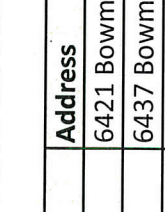
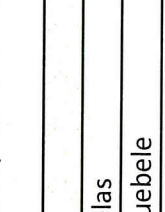
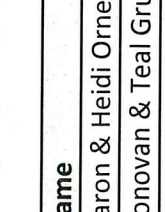
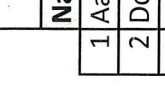
I recommend passage of the resolution receiving the petition from residents of 64<sup>th</sup> Street and Bowman Circle. These streets are included in City Project No. 2019-09D – 64<sup>th</sup> Street Area Improvements.

TJK/kf

Attachments: Petition  
 Map  
 Resolution



The undersigned residents of the intersecting streets of 64th St E & Bowman Circle are in agreement that the condition of our respective roads is a state of disrepair and in dire need of updating and/or replacement. It is evident by the numerous potholes and large amount of crumbling surface asphalt, that a definitive plan is needed. We have contacted IGH City staff numerous times over the past several years and have learned that, currently, the city does not have a solution for these roads included in any road improvement plans for, at least, the next five years. The existing roadway is dangerous for pedestrian traffic, children riding their bicycles, and certainly causes undue stress and wear on our vehicles. We request that the City of Inver Grove Heights resolve the conditions of these roads and include us in the current 5-year improvement plan.

| Name                                 | Address            | Phone#       | Email                               | Signature / Date                                                                    |
|--------------------------------------|--------------------|--------------|-------------------------------------|-------------------------------------------------------------------------------------|
| 1 Aaron & Heidi Ornelas              | 6421 Bowman Circle | 651-785-4329 | Aaron.A.Ornelas@yahoo.com           |     |
| 2 Donovan & Teal Gruebele            | 6437 Bowman Circle | 651-468-5105 | gruebele@gmail.com                  |    |
| 3 Timothy & Barbara Higgins          | 6453 Bowman Circle | 651-455-2181 | TimDH166145@gmail.com               |    |
| 4 Katrina Thomas & Robert Schoonover | 6469 Bowman Circle | 612-521-3030 | boleschoonover@gmail.com            |    |
| 5 Chase White                        | 6483 Bowman Circle | 651-245-2247 | Chase96@frontier.net                |   |
| 6 Robert & Sandra Lissick            | 6490 Bowman Circle | 612-889-6854 | boblissick@comcast.net              |  |
| 7 Gerald & Elizabeth Lang            | 6470 Bowman Circle | 612-615-6307 | Lang95Am1@comcast.net               |  |
| 8 Linda Rivard                       | 6452 Bowman Circle | 673-312-3055 | linda.rivard@aol.com                |  |
| 9 Douglas & Lynne Sovinski           | 6434 Bowman Circle | 651-755-7065 | D.Sovinski@comcast.net              |  |
| 10 Neale Lehnke                      | 6420 Bowman Circle | 309-926-4337 | petrea.lehnke@aol.com               |  |
| 11 James & Mary Beth Backstrom       | 2706 64th St E     | 651-455-3587 | mlbackstrom@comcast.net             |  |
| 12 Ronald & Diane Studer             | 2720 64th St E     | 651-226-8831 | Diane9500@yahoo.com                 |  |
| 13 Austen & Allison Franklin         | 2727 64th St E     |              |                                     |                                                                                     |
| 14 Donald Kuehn                      | 2713 64th St E     | 612-382-0028 | dblue@bellbells.com                 |  |
| 15 Molly Amundson & Derek Vetsch     | 2313 64th St E     | 2695         | dvetsch75@gmail.com                 |  |
| 16 Eric & Diane Swearingen           | 2671 64th St E     | 651-450-9445 | dswearingen@comcast.net             |  |
| 17 Gary Vogt                         | 2649 64th St E     | 651-450-7858 | gvogt@q.com                         |  |
| 18 Steven & Pearl Moore              | 2559 64th St E     | 651-451-1671 | PEARLE52@comcast.net                |  |
| 19 Steven & Ardith Denzer            | 2543 64th St E     | 612-866-6848 | Ardith.Steven@msn.com               |  |
| 20 Jeffrey & Angela Bukovatz         | 2527 64th St E     |              |                                     |                                                                                     |
| 21 Thomas Martian                    | 2509 64th St E     | 763-234-5965 | TMARTIAN@COMCAST.COM                |  |
| 22 Ray Huber & Jane Weber            | 2510 64th St E     | 651-206-9475 | Raymond Huber Huber-web@notmail.com |  |
| 23 William & Linda Krodel            | 2528 64th St E     | 651-815-9787 | WILLIAM@COMCAST.NET                 |  |
| 24 Timothy & Susan Wanzek            | 2544 64th St E     | 651-964-5711 | keznaw@comcast.net                  |  |
| 25 Lucas & Rachel Boehm              | 2560 64th St E     | 651-450-0840 | Rose and Scott@usfamily.net         |  |
| 26 Scott & Rose Elliot               | 2578 64th St E     | 612-908-2483 | LRboehm@gmail.com                   |  |
| 27 Preston & Kelsey Kackman          | 2594 64th St E     | 651-303-5812 | KelseyKackman@gmail.com             |  |
| 28 David Ruckmar                     | 2612 64th St E     | 612-790-0821 |                                     |  |

Notes:





**City Project No. 2019-09D**  
**64th Street Area Improvements**

-  Petitioners
-  Streets in Project

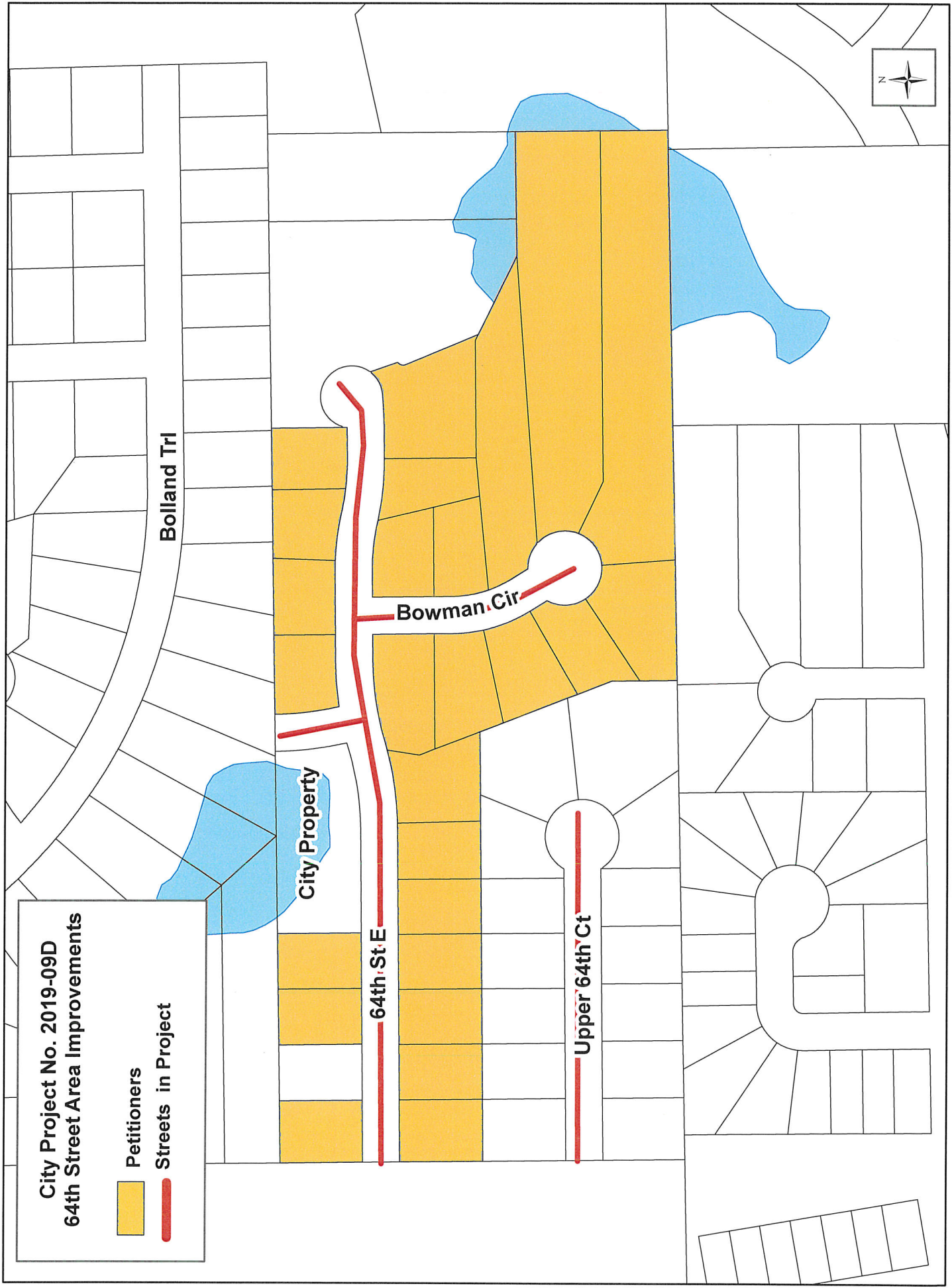
Bolland Trl

City Property

64th St E

Bowman Cir

Upper 64th Ct



**DAKOTA COUNTY  
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION RECEIVING PETITION FOR CITY PROJECT NO. 2019-09D – 64<sup>TH</sup> STREET  
AREA IMPROVEMENTS**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, it is proposed to make improvements and to assess or tax the benefited properties for all or a portion of the cost of said improvement, pursuant to Minnesota Statutes, Section 429.111 to 429.111 (Laws 1953, Chapter 398, as amended) and Section 103B.201 and 103B.251 as follows:

| <u><b>Project No.</b></u> | <u><b>Improvements</b></u>                |
|---------------------------|-------------------------------------------|
| 2019-09D                  | 64 <sup>th</sup> Street Area Improvements |

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

1. The petition for City Project No. 2019-09D is received.

Adopted this 26<sup>th</sup> day of August 2019 by the City Council of Inver Grove Heights

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Joe Lynch, Interim Deputy Clerk



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Resolution Accepting Professional Engineering Services Proposal from Bolton & Menk for City Project No. 2019-09D – 64<sup>th</sup> Street Area Improvements**

Meeting Date: August 26, 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

*[Signature]*

**Fiscal/FTE Impact:**

|                                     |                                                                                     |
|-------------------------------------|-------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | None                                                                                |
| <input type="checkbox"/>            | Amount included in current budget                                                   |
| <input type="checkbox"/>            | Budget amendment requested                                                          |
| <input type="checkbox"/>            | FTE included in current complement                                                  |
| <input type="checkbox"/>            | New FTE requested – N/A                                                             |
| <input checked="" type="checkbox"/> | Other: Pavement Management Fund, Special Assessments, Franchise Fees, Utility Funds |

**PURPOSE/ACTION REQUESTED**

Resolution accepting professional engineering services proposal from Bolton & Menk for City Project No. 2019-09D – 64<sup>th</sup> Street Area Improvements.

**SUMMARY**

On August 12, 2019, the City Council ordered a feasibility study for City Project No. 2019-09D and on August 26, 2019, Council will consider receiving a petition from 64<sup>th</sup> Street and Bowman Circle residents. This is a Council-initiated improvement project for 64<sup>th</sup> Street E., Bowman Circle, Bowman Avenue, and Upper 64<sup>th</sup> Court E.

A proposal for the preliminary engineering services was requested from a member of the City's municipal consulting engineer pool. The proposal to complete engineering services on the project from Bolton & Menk dated August 21, 2019 in the amount of \$66,400 was reviewed by staff. This proposal includes project management for the feasibility study and preliminary design phases of the project in order to identify the appropriate rehabilitation strategy, assessments, and costs. Bolton & Menk and staff will review pavement rehabilitation recommendations from Element Materials Technology based on geotechnical survey findings and apply them to the feasibility study.

The Engineering Division recommends that the proposal from Bolton & Menk be accepted based on their project approach, their understanding 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 street standards.

Staff recommends that the City Council adopt the resolution accepting the Bolton & Menk proposal dated August 21, 2019 in the amount of \$66,400 for City Project No. 2019-09D – 64<sup>th</sup> Street Area Improvements.

SWD/kf

Attachments: Resolution  
 Project Map  
 Proposal

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

**RESOLUTION RECEIVING PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FROM  
BOLTON & MENK FOR CITY PROJECT NO. 2019-09D – 64<sup>TH</sup> STREET AREA IMPROVEMENTS**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, at the August 12, 2019 Council meeting, City Council ordered the preparation of a feasibility report for City Project No. 2019-09D; and

**WHEREAS**, the City of Inver Grove Heights received a petition signed by the owners of twenty-six of the single-family properties seeking improvements to the streets in the 64<sup>th</sup> Street and Bowman Circle area; and

**WHEREAS**, the City requested professional engineering services and received a proposal from a member of its municipal engineering consulting pool for City Project Nos. 2019-09D; and

**WHEREAS**, the proposal from Bolton & Menk provided a strong project approach, a thorough understanding of the required scope of work, presented a project team with the appropriate expertise that has done similar projects in the City at a cost of \$66,400 for the proposed services.

**NOW, THEREFORE, BE IT RESOLVED** that City Council of Inver Grove Heights receives and accepts the proposal from Bolton & Menk and authorizes staff to execute an agreement in accordance with the professional engineering services proposal dated August 21, 2019 in the amount of \$66,400 for the requested work.

Approved by the City Council of Inver Grove Heights this 26<sup>th</sup> day of August 2019

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

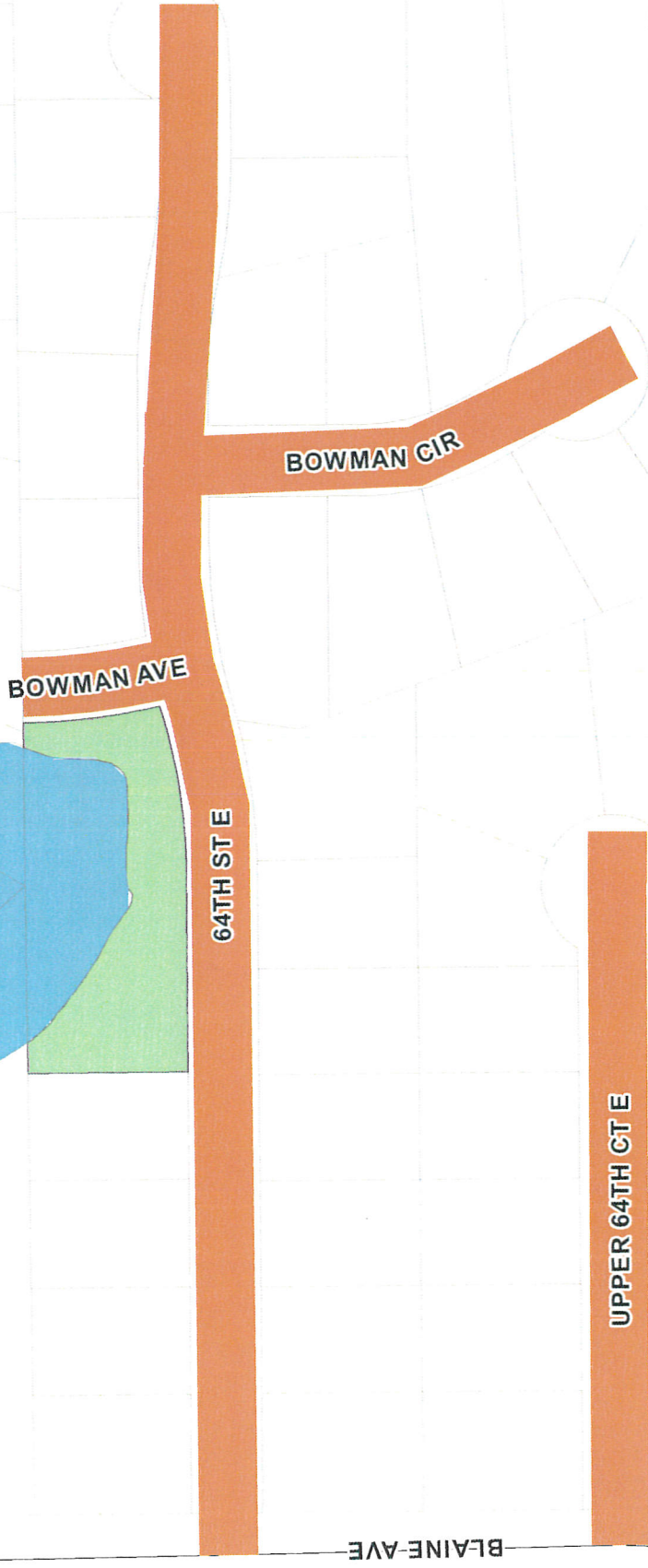
ATTEST:

\_\_\_\_\_  
Joe Lynch, Interim Deputy Clerk



**City of  
Inver Grove Heights  
64th Street Area Improvements  
Project Map**

2019-09D Streets



BLAINE-AVE-

UPPER 64TH CT E

**BONNER-CT-N**



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

Map produced by the City of Inver Grove Heights  
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Real People. Real Solutions.

12224 Nicollet Avenue  
Burnsville, MN 55337-1649

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

August 21, 2019

Mr. Tom Kaldunski, P.E.  
City Engineer  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

Re: 64<sup>th</sup> Street Area Improvements Project  
City Project No. 2019-09D  
Professional Services Proposal

Dear Mr. Kaldunski:

The City of Inver Grove Heights has initiated the 64<sup>th</sup> Street Area Improvements Project to address aging street and utility infrastructure. This project is council initiated with support from the property owners in the neighborhood. These improvements are part of a larger pavement management plan that focuses on building cost-effective and long-lasting improvements to serve the residents of Inver Grove Heights. Bolton & Menk takes pride in working with our local partners to design and build great projects. Our previous work with the City and our understanding of the City's details and processes will be the backbone for success on this project.

The City has retained Element Materials Technology to perform a geotechnical investigation and report for the 64<sup>th</sup> Street Area. The results of this report will influence the pavement rehabilitation measure that is selected. At the time of this proposal, there is ongoing discussion regarding the type of pavement rehabilitation that is required. As such, we have assembled a work plan that includes pavement recommendations, limited field work, public utility review and coordination, cost alternatives, and a feasibility report.

### Utility Review

**\$2,600**

Bolton and Menk staff will review available watermain, sanitary sewer, and storm sewer inspection records. Lines that have been televised by City staff will be thoroughly reviewed for deficiencies and documented. For utilities that cannot be televised by City staff, Bolton & Menk staff will prepare a Request for Quote (RFQ) that outlines the size, type, and quantity of additional lines that require televising. This document will be solicited to local televising companies for consideration by the City. After all utilities have been reviewed, a recommendation will be prepared and incorporated into the feasibility report. The condition of existing utilities may have an impact on the selected pavement rehabilitation measure.

### Wetland Delineation & Report

**\$1,700**

We will visit the site to delineate all aquatic resource boundaries within the designated study area. The delineation will include performing transects and sampling in the vicinity of those wetlands, placing 3-foot pin flags at the limits of any wetlands found. Our delineator will use a sub-meter GPS unit to accurately locate and map each point and prepare a written report of our findings.

### Topographic Survey & Existing Conditions \$35,550

Work under this task includes gathering pertinent field information on city infrastructure, adjacent buildings, right-of-way, contours, and private small utilities. Underground utility information will be located and described per available as-builts, field markings, and private utility map information facilitated through Gopher State One Call. Manhole reports will also be completed for located manholes and catch basins. Right-of-way and property lines will be illustrated based on found field monumentation and plat information received from the city. This task also includes surveying the inlet and outlets to the adjacent basins, as well as the rear yard areas between Bowman Circle and Upper 64<sup>th</sup> Street Court. These areas contain storm and sanitary sewer infrastructure and are also experiencing significant erosion.

### Preliminary Design & Feasibility Report \$23,450

A Feasibility Report is required by Minnesota Statutes Chapter 429 when special assessments are utilized by the City as a funding mechanism. As such, we will prepare a Feasibility Report outlining the proposed improvements, properties to be specially assessed, and proposed assessment rate in accordance with the City of Inver Grove Heights' Assessment Policy. Subtasks include:

- Identify the preferred pavement rehabilitation measure
- Identify the preferred stormwater best management practices (BMPs) based on topography, soil conditions, and pavement rehabilitation measure
- Develop preliminary base drawing showing curbs, pavement, water and sanitary sewer improvements, stormwater improvements, and approximate construction limits
- Submit base drawing to City for review and comment
- Finalize 2D layout
- Identify possible right-of-way acquisition needs and include in the Feasibility Report. Actual right-of-way acquisition will occur during final design.
- Develop Opinion of Probable Construction Cost
- Coordinate with City staff to develop a Preliminary Assessment Roll
- Develop GIS-based figures (Improvements Map, Assessment Map, 1 additional TBD)
- Submit draft Feasibility Report to City for review and comment
- Finalize Feasibility Report

### Meetings & Public Outreach and Engagement \$3,100

Work under this task includes project management, preparation of meeting materials, attendance at meetings, and preparation of meeting notes and minutes.

- Project kickoff meeting and routine progress meetings
- Prepare and send the Resident Questionnaire Survey. Document the results and include in the Feasibility Report.
- Attendance at one stakeholder meeting
- Attendance at the feasibility report open house

Name: Tom Kaldunski, P.E.  
Date: August 20, 2019  
Page: 3

### Project Schedule

We are committed to following a Project Schedule that meets and exceeds the City's expectations. Through conversations with City staff, we understand the Project Schedule will need to follow standard Minnesota Statute Chapter 429 rules and will be approximately as follows:

|                                                           |                   |
|-----------------------------------------------------------|-------------------|
| Contract Authorization, Order Feasibility Report*         | August 26, 2019   |
| Feasibility Report Open House                             | October 2019      |
| Receive Feasibility Report, Call for Improvement Hearing* | October 28, 2019  |
| Improvement Hearing Open House                            | November 2019     |
| Improvement Hearing, Order Plans and Specifications*      | November 25, 2019 |
| Approve Plans and Specifications, Authorize Bidding*      | January 13, 2020  |
| Bid Opening                                               | February 19, 2020 |
| Assessment Hearing Open House                             | Early March 2020  |
| Assessment Hearing, Award Project*                        | March 23, 2020    |
| Begin Construction                                        | May 2020          |
| Substantial Completion                                    | October 2020      |

\* Denotes Council Action

### Proposed Fee

**\$66,400**

In accordance with the City of Inver Grove Heights' project requirements, Bolton & Menk proposes to complete the scope of work as described above for a not-to-exceed hourly fee of **\$66,400**.

Thank you for inviting Bolton & Menk to offer you this proposal, as well as your continued consideration of our services to the City of Inver Grove Heights. We look forward to working with you and the City on this project. If you have any questions regarding our proposal, please do not hesitate to call us.

Sincerely,

**Bolton & Menk, Inc.**



**Eric Seaburg, P.E.**  
Project Manager



**Brian Hilgardner, P.E.**  
Principal

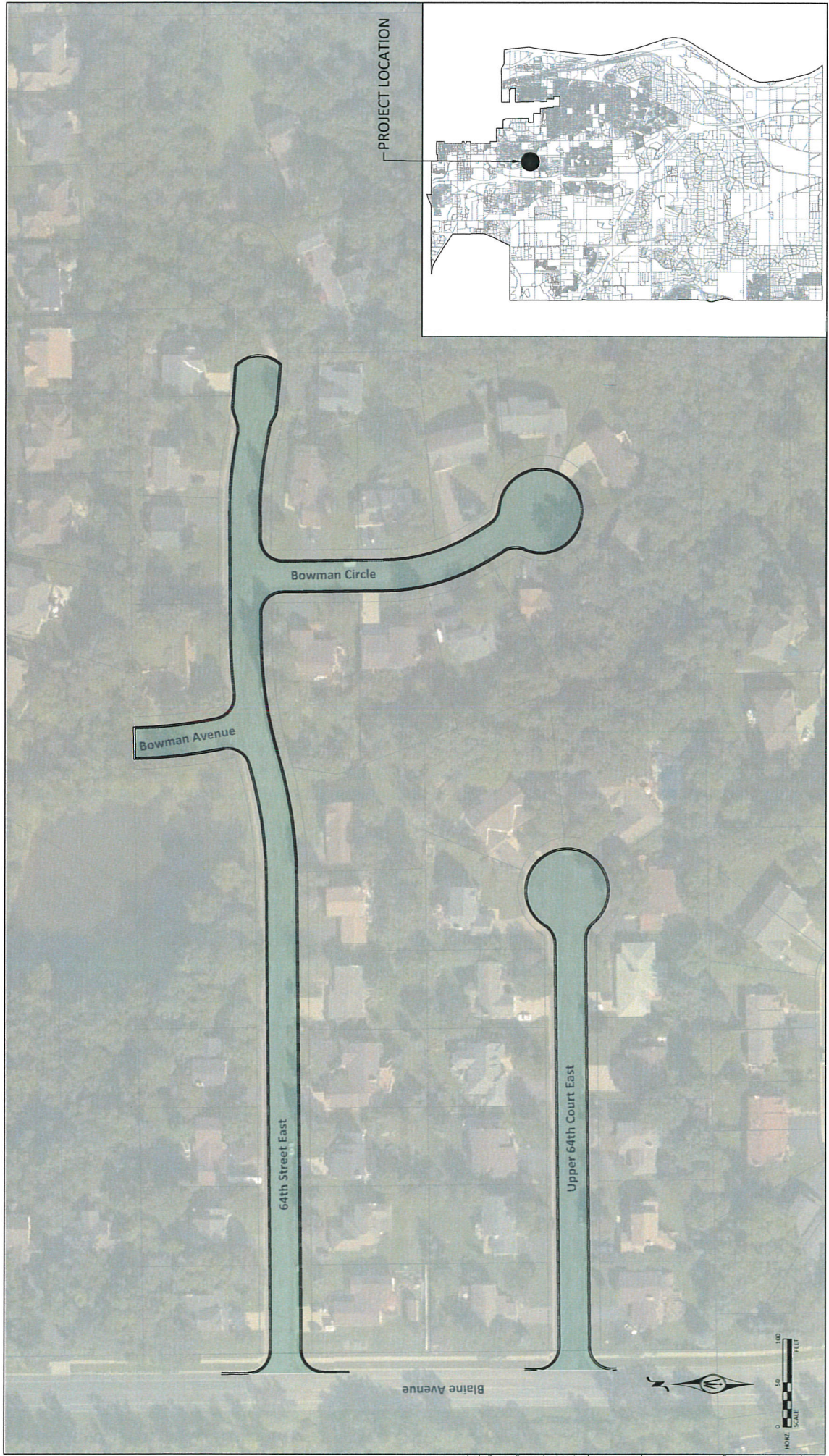
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City Representative  
City of Inver Grove Heights





**64th Street Area Improvements (2019-09D)**  
Inver Grove Heights, MN



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Approve Proposal for Additional Professional Services for Feasibility Study for City Project No. 2016-19 – 65th Street between Trunk Highway 3 and Babcock Trail**

Meeting Date: August 26, 2019  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

*SDT*

**Fiscal/FTE Impact:**

|                                     |                                                 |
|-------------------------------------|-------------------------------------------------|
| <input type="checkbox"/>            | None                                            |
| <input type="checkbox"/>            | Amount included in current budget               |
| <input type="checkbox"/>            | Budget amendment requested                      |
| <input type="checkbox"/>            | FTE included in current complement              |
| <input type="checkbox"/>            | New FTE requested – N/A                         |
| <input checked="" type="checkbox"/> | Other: Capital Improvement Revolving Fund (408) |

**PURPOSE/ACTION REQUESTED**

Approve proposal for additional professional services for Feasibility Study for City Project No. 2016-19 – 65th Street between Trunk Highway 3 and Babcock Trail.

**SUMMARY**

The feasibility study for 65th Street between Trunk Highway 3 and Argenta Trail is underway. One of the outstanding issues is the alignment at its intersection with Babcock Trail. Development concepts for property on the west side of Babcock Trail (current Thomas and Deborah Fee site and former Sandkamp property) could affect that recommendation.

WSB is currently preparing the feasibility study for 65th Street from T.H. 3 to Argenta Trail. WSB has requested an additional services budget to review the 65<sup>th</sup> Street alignment due to the development concepts and how they would impact the County's requirements for improvements at the intersection with Babcock Trail.

I recommend that the City Council approve the proposal for additional services in the amount of \$17,194. Funding for the study would come from the Capital Improvement Revolving Fund (408). The fund would be reimbursed once a project advances.

SDT/kf

Attachment: Proposal from WSB





August 20, 2019

Mr. Scott Thureen  
Public Works Director  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

**Re: Request for Authorization to  
Provide additional Professional Services for Feasibility Study  
65th Street Improvements  
Between Trunk Highway 3 and Babcock Trail  
City Project 2016-19**

Dear Mr. Thureen:

This letter is a scope of work for City requested additional services for the feasibility study of the 65th Street improvements between Trunk Highway 3 (Robert Trail South) and Babcock Trail (CSAH 73) in the northwest area of the City of Inver Grove Heights.

WSB will work with City staff to further evaluate and create preliminary layouts for the intersection of 65th Street and Babcock Trail in Inver Grove Heights. Evaluation will include feasibility and cost assumptions for the intersection design at Babcock Trail. WSB will provide preliminary layouts for the designs and a cost estimate for two intersection alternatives and includes up to 2 meetings with the County and City to discuss each alternative in detail.

This proposal represents our complete understanding of the work needed to complete the feasibility study as requested. The total cost for the described work above is **\$17,194**.

We appreciate the opportunity to share this proposal with you, and look forward to working with the City of Inver Grove Heights on this project. If you are in agreement with the scope of services and proposed fee, please sign in the appropriate space below and return one copy to us.

Please contact me at (612)214-7053 or [breifsteck@wsbeng.com](mailto:breifsteck@wsbeng.com) if you have any questions regarding this proposal. Thank you.

Sincerely,

**WSB & Associates, Inc.**

Brad A. Reifsteck, PE  
Sr. Project Manager

BR/jmh

701 XENIA AVENUE S  
SUITE 300  
MINNEAPOLIS, MN 55416  
763.541.4800  
WSBENG.COM

---

**ACCEPTED BY: CITY OF INVER GROVE HEIGHTS, MINNESOTA**

**The City of Inver Grove Heights hereby accepts the WSB & Associates, Inc. proposal to complete the Feasibility Study on an hourly basis not to exceed \$17,194 for the services outlined above.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Budgeted Hours**  
**65th Street Improvements - Robert Trail to Babcock Trail**  
**Inver Grove Heights, MN**



| Task                            | Description                                   | Base Estimated Hours |                         |                   |                 |             | Cost               |
|---------------------------------|-----------------------------------------------|----------------------|-------------------------|-------------------|-----------------|-------------|--------------------|
|                                 |                                               | Project Manager      | Transportation Engineer | Graduate Engineer | CADD Technician | Total Hours |                    |
| <b>1</b>                        | <b>Project Management</b>                     |                      |                         |                   |                 |             | \$ 1,170           |
|                                 | Administration/General Coordination           | 2                    |                         |                   |                 | 2           | \$ 390             |
|                                 | Quality Assurance and Quality Control (QA/QC) | 4                    |                         |                   |                 | 4           | \$ 780             |
| <b>7</b>                        | <b>Design Layouts</b>                         |                      |                         |                   |                 |             | \$ 16,024          |
|                                 | Layout and Preliminary Design                 | 4                    | 16                      | 32                | 60              | 112         | \$ 14,332          |
|                                 | Cost estimate                                 | 2                    | 4                       |                   |                 | 6           | \$ 998             |
|                                 | Meetings                                      | 2                    | 2                       |                   |                 | 4           | \$ 694             |
| <b>Total Hours</b>              |                                               | <b>14</b>            | <b>22</b>               | <b>32</b>         | <b>60</b>       | <b>128</b>  | <b>\$ 17,194</b>   |
| <b>Hourly Costs</b>             |                                               | 195.00               | 152.00                  | 85.00             | 140.00          |             |                    |
| <b>Total Direct Labor Costs</b> |                                               | <b>\$2,730</b>       | <b>\$3,344</b>          | <b>\$2,720</b>    | <b>\$8,400</b>  |             | <b>\$17,194.00</b> |
| <b>Expenses</b>                 |                                               |                      |                         |                   |                 |             |                    |
| <b>TOTAL COST</b>               |                                               |                      |                         |                   |                 |             | <b>\$17,194</b>    |

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

---

**PERSONNEL ACTIONS**

Meeting Date: August 26, 2019  
Item Type: Consent Agenda  
Contact &  
Reviewed by: Janet Shefchik, HR Manager  
Prepared by: Cora Bauer

**Fiscal/FTE Impact:**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input type="checkbox"/>            | Other                              |

**PURPOSE/ACTION REQUESTED**

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

**Full-Time Employment:**

Matthew Geiger, IT Specialist

**On-Call Fire Fighter:**

Abbott, Jesse  
Baker, Joseph  
Haefemeyer, Lauren  
Hathaway, Joseph  
McNamara, Jacob  
Nicknam, Arianna  
Overlund, Thomas  
Schmidt, Elisabetham  
Willhite, Johnathon  
Yengistic, Francis

**Parks/Recreation/VMCC:**

Drake Nordenstrom, Aquatics

**Voluntary Resignations and/or Terminations:**

Jenna Staloch, Fitness Staff



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**ALCOHOL COMPLIANCE CHECK FAILURES**

Meeting Date: August 26, 2019  
Item Type: Public Hearing  
Prepared by: Joshua Otis, Commander  
Reviewed by: Melissa Chiodo, Police Chief  
Contact: 651-450-2528

**Fiscal/FTE Impact:**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input type="checkbox"/>            | Other                              |

**PURPOSE/ACTION REQUESTED**

Per City of Inver Grove Heights Ordinance 4-1-19 Subd C, a public hearing is needed before revocation or suspension of a liquor license is ordered by the council.

**SUMMARY**

On Thursday, June 20th, 2019 the Inver Grove Heights Police Department conducted alcohol compliance checks of all available liquor license holders. As a result of this compliance check three (3) current liquor license holders sold, furnished, or delivered an intoxicating liquor to a person under the age of twenty-one (21) years in violation of MN State Statute and Inver Grove Heights City Ordinance.

The three (3) liquor license holders were;

Jersey Bar & Grill  
6449 Concord Blvd  
Inver Grove Heights, MN 55076

El Azteca  
5816 Blaine Ave  
Inver Grove Heights, MN 55076

Cameron's Warehouse Liquors  
6533 Concord Blvd  
Inver Grove Heights, MN 55076

The public hearing is scheduled for tonight, August 26, to discuss the violations. A police department representative served all three (3) businesses with the failure notification and notice of the hearing date. The Interim Deputy Clerk published the notice of a public hearing in the South-West Review local paper on August 11, 2019.

Upon a finding by the City Council that a violation occurred, the City Council may impose penalties exceeding the minimum penalty as outlined in City of Inver Grove Heights Ordinance 4-1-19: Civil Penalties and Sanctions; Subd A and Subd B.

Subd A. Civil Sanctions Imposed: Upon a finding by the council that a licensee has committed any of the following violations:

6. Failed to comply with any provisions of this chapter, the council may revoke the license, suspend the license for up to sixty (60) days, impose a civil penalty of up to two thousand dollars (\$2,000.00) for each violation, or impose any combination of these sanctions. If the council imposes a suspension, the council shall set the dates relating to the suspension.

Subd B. Minimum Penalties: The following are the minimum penalties that the council shall impose upon a licensee for a violation listed in subsection A of this section. Based upon the nature, type, severity, and circumstances of the violation, the council may impose penalties exceeding those stated in this subsection. The determination of whether to impose penalties above the minimum penalties and the level and order of the penalties above the minimum penalties will be at the sole discretion of the council.

- First violation within the last five (5) years: Seven hundred fifty dollars (\$750.00) civil penalty.
- Second violation within the last five (5) years: One Thousand dollars (\$1000.00) civil penalty and one-day license suspension.

According to our records, within the last five (5) years, this is **the first violation for:**

Jersey Bar & Grill  
6449 Concord Blvd  
Inver Grove Heights, MN 55076

El Azteca  
5816 Blaine Ave  
Inver Grove Heights, MN 55076

According to our records, within the last five (5) years, this is **the second violation for;**

Cameron's Warehouse Liquors  
6533 Concord Blvd  
Inver Grove Heights, MN 55076

Cameron's Warehouse Liquors first violation occurring within the last five (5) years was on July 28, 2015.

### **STAFF RECOMMENDATION**

Issue and administer the presumptive penalty pursuant to City Code Section 4-1-19 Subd B.

For the first violation within the last five (5) years, the Seven hundred fifty dollars (\$750.00) civil penalty to:

Jersey Bar & Grill  
6449 Concord Blvd  
Inver Grove Heights, MN 55076

El Azteca  
5816 Blaine Ave  
Inver Grove Heights, MN 55076

For the second violation within the last five (5) years, the One thousand-dollar (\$1,000.00) civil penalty and a one (1) day license suspension (recommending the 1-day suspension to be from the following; 10-31-19, 11-1-19, 11-27-19, or 12-31-19) to:

Cameron's Warehouse Liquors  
6533 Concord Blvd  
Inver Grove Heights, MN 55076

**ATTACHMENTS**

1. City Code Sections 4-1-19 (Civil Penalties and Sanctions)
2. Police Department incident report 19-01966 for Cameron's Warehouse Liquor
3. Cameron's Warehouse Liquors Failure Notification and Public Hearing Notice
4. Police Department incident report 19-01971 for El Azteca
5. El Azteca Failure Notification and Public Hearing Notice
6. Police Department incident report 19-01974 for Jersey's Bar & Grill
7. Jersey's Bar & Grill Failure Notification and Public Hearing Notice

#### **4-1-19: CIVIL PENALTIES AND SANCTIONS:**

**A. Civil Sanctions Imposed: Upon a finding by the council that a licensee has committed any of the following violations:**

1. Sold alcoholic beverages to another retail licensee for the purpose of resale;
2. Purchased alcoholic beverages from another retail licensee for the purpose of resale;
3. Conducted or permitted the conduct of gambling on the licensed premises in violation of the law;
4. Failed to remove or dispose of alcoholic beverages when ordered by the chief of police to do so under Minnesota statutes section 340A.508, subdivision 3;
5. Failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages; or
6. Failed to comply with any provisions of this chapter, the council may revoke the license, suspend the license for up to sixty (60) days, impose a civil penalty of up to two thousand dollars (\$2,000.00) for each violation, or impose any combination of these sanctions. If the council imposes a suspension, the council shall set the dates relating to the suspension.

**B. Minimum Penalties: The following are the minimum penalties that the council shall impose upon a licensee for a violation listed in subsection A of this section. Based upon the nature, type, severity and circumstances of the violation, the council may impose penalties exceeding those stated in this subsection. The determination whether to impose penalties above the minimum penalties and the level and order of the penalties above the minimum penalties will be at the sole discretion of the council.**

1. First violation within the last five (5) years: Seven hundred fifty dollar (\$750.00) civil penalty.
2. Second violation within the last five (5) years: One thousand dollar (\$1,000.00) civil penalty and a one day license suspension.
3. Third violation within the last five (5) years: Two thousand dollar (\$2,000.00) civil penalty and a three (3) day license suspension.
4. More than three (3) violations in the last five (5) years: Two thousand dollar (\$2,000.00) civil penalty and a suspension of more than three (3) days or the council shall revoke the license.

**C. Hearing And Notice: The licensee shall be granted a hearing upon at least ten (10) days' notice before revocation or suspension is ordered by the council. For purposes of this subsection, "notice" shall mean written notice served upon the licensee personally or by leaving the same at the licensee's usual place of abode with some person of suitable age and discretion then residing therein or by leaving the same at the licensed premises with the person in charge thereof. The notice shall state the time and place of the hearing and shall state the nature of charges against the licensee. No suspension or revocation shall take effect until the licensee has been afforded an opportunity for a hearing**



# INCIDENT

Inver Grove Heights  
8150 Barbara Ave  
Inver Grove Heights, MN 55077  
Telephone: 651-450-2525

Case Number: 19001966  
Title: Illegal Alcohol Sale  
Case Disposition: Adult Arrest

## INCIDENT INFORMATION

|                   |                  |                       |                                                                       |
|-------------------|------------------|-----------------------|-----------------------------------------------------------------------|
| Charges/Citation: | 340A.503.2(1)    | Address:              | 6533 Concord Boulevard<br>Inver Grove Heights, MN<br>55076; Dakota US |
| Incident Type:    | Other            | Location Description: | Cameron's Warehouse Liquor                                            |
| Start Date:       | 2019-06-20 11:29 | Parties Involved:     | <b>Breakfield, Cherylarae Karen</b> [REDACTED] Suspect                |
| End Date:         | 2019-06-20 11:35 |                       |                                                                       |
| Reported Date:    | 2019-06-20 11:30 |                       |                                                                       |

Photos:  
Yes

Statements:  
Yes

## OFFICER INFORMATION

|                  |                     |       |         |
|------------------|---------------------|-------|---------|
| Name             | Agency              | Badge | Role    |
| Adam Wiederhoeft | Inver Grove Heights | 3609  | Primary |

## SYNOPSIS OF EVENTS

On 06/20/19 at about 1130 hours an alcohol compliance check was conducted in the 6500 block of Concord Boulevard. One adult female was charged with illegal alcohol sales

## NARRATIVE

On 06/20/19 at about 1130 hours I, Sergeant Wiederhoeft, was conducting alcohol compliance checks with two underage females, Natalee and Lauren, both of whom were 19 years old. Upon arriving at 6533 Concord Boulevard, Cameron's Warehouse Liquor's, both female's entered to attempt to purchase alcohol. I entered shortly after to observe the interaction surreptitiously.

Lauren selected a six pack of Michelob Golden Light cans and brought them to the counter where a female, later identified as Cherylarae Karen Breakfield [REDACTED] asked for her identification. Lauren produced her real identification, which indicated that she was under 21. Breakfield viewed the identification and looked at some paperwork under the counter. Breakfield made at least one comment about Lauren's identification not being "98", referring to the year of birth. She eventually asked Lauren if she was 21 and Lauren replied in the affirmative. Breakfield appeared confused and then said "oh what the hell" and completed the purchase. She took money from Lauren, made change and gave her a receipt. Lauren exited the store with the alcohol.

I met her outside where I retrieved the alcohol, receipt and change. I went back inside and spoke with Breakfield. I identified myself and explained that she failed an alcohol compliance check. She was obviously upset. I read her the Miranda warning and she agreed to speak with me. She ultimately admitted to the sale. I



# INCIDENT

Inver Grove Heights  
8150 Barbara Ave  
Inver Grove Heights, MN 55077  
Telephone: 651-450-2525

Case Number: 19001966  
Title: Illegal Alcohol Sale  
Case Disposition: Adult Arrest

explained that she would be charged via formal complaint. The owner was present and made aware of the failed check. He provided me with a copy of Breakfield's Minnesota Alcohol Seller-Server certification dated October 27th, 2015.

Statements and pictures were stored electronically.

Breakfield should be charged by formal complaint with the sale of alcohol to a person under 21 (340A.503.2(1)).

Nothing further.

## PARTIES INVOLVED

### PERSON 1

Role(s): Suspect

Last: Breakfield First: Cherylarae Middle: Karen Date of Birth: [REDACTED] (75)

Sex: Female Race: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Hair: [REDACTED]  
Eyes: [REDACTED] Is Juvenile?: No Ethnicity: [REDACTED] Build: [REDACTED] Complexion: [REDACTED]

Residence: [REDACTED]

Residence Type: [REDACTED]

Cell Phone: [REDACTED] Description:

### EMPLOYMENT INFORMATION

Name: [REDACTED] Type: [REDACTED]

Occupation: [REDACTED] Shift:

Address: [REDACTED]

Address Type

[REDACTED]

Address Description: [REDACTED]

### CHARGES/ORDINANCES

Type: Statute Charge: 340A.503.2(1)  
Level: Gross Misdemeanor UOC: Enh. Factor:

Description: Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr

CASE #: 19001966

INCIDENT REPORT





# SUPPLEMENT

Inver Grove Heights  
8150 Barbara Ave  
Inver Grove Heights, MN 55077  
Telephone: 651-450-2525

Case Number: 19001966  
Title: Illegal Alcohol Sale  
Case Disposition: Adult Arrest

## INCIDENT INFORMATION

|                   |                       |                                                                       |
|-------------------|-----------------------|-----------------------------------------------------------------------|
| Charges/Citation: | Address:              | 6533 Concord Boulevard<br>Inver Grove Heights, MN 55076;<br>Dakota US |
| Incident Type:    | Location Description: | Cameron's Warehouse Liquor                                            |
| Start Date:       | Parties Involved:     | Cameron, George William [REDACTED] Mentioned                          |
| End Date:         |                       |                                                                       |
| Reported Date:    |                       |                                                                       |

Body Cam:  
Yes

## OFFICER INFORMATION

|                  |                     |       |            |
|------------------|---------------------|-------|------------|
| Name             | Agency              | Badge | Role       |
| Adam Wiederhoeft | Inver Grove Heights | 3609  | Supervisor |

## NARRATIVE

On 7/27/19 at about 1242 hours I, Sergeant Wiederhoeft, responded to 6533 Concord Boulevard, Cameron's Liquor Warehouse, and spoke with the owner, George William Cameron (DOB [REDACTED]) regarding this incident.

He was provided with the alcohol compliance failure letter which contained information regarding the relevant ordinances and when the council would convene regarding this issue. Cameron expressed confusion and showed me an alcohol compliance pass letter. He was advised that the pass letter was sent in error and he should refer to the failure letter going forward. Other questions were answered. My body worn camera captured our conversation and was stored electronically.

Nothing further.

## PARTIES INVOLVED

### PERSON 1

Role(s): Mentioned

|               |                  |                       |                |                        |
|---------------|------------------|-----------------------|----------------|------------------------|
| Last: Cameron | First: George    | Middle: William       | Date of Birth: | [REDACTED]             |
| Sex: Male     | Race: [REDACTED] | Height:               | Weight:        | Hair:                  |
| Eyes:         | Is Juvenile?: No | Ethnicity: [REDACTED] | Build:         | Complexion: [REDACTED] |
| Residence:    | [REDACTED]       |                       |                |                        |



# SUPPLEMENT

Inver Grove Heights  
8150 Barbara Ave  
Inver Grove Heights, MN 55077  
Telephone: 651-450-2525

Case Number: 19001966  
Title: Illegal Alcohol Sale  
Case Disposition: Adult Arrest

Residence Type: [REDACTED]

Home Phone: [REDACTED]

Description:

CASE #: 19001966

SUPPLEMENT REPORT



## City of Inver Grove Heights Police Department

8150 Barbara Ave, Inver Grove Heights, MN 55077

(651) 450-2525

Fax (651) 450-2543

July 25, 2019

Cameron's Warehouse Liquors  
6533 Concord blvd  
Inver Grove Heights, MN 55076

Dear Cameron's Warehouse Liquors:

On June 20<sup>th</sup>, 2019 the Inver Grove Heights Police Department conducted an alcohol sales compliance check at your business. Your business **failed** the alcohol sales compliance check. Your employee sold and/or furnished an alcoholic beverage to a person under 21 years of the age.

This is a violation of City of Inver Grove Heights Ordinance 4-1-14: Conditions of License; Subsection D:

Sales to Certain Persons Prohibited: No intoxicating liquor shall be sold, furnished or delivered for any purpose to any person under the age of twenty-one (21) years or to any person obviously intoxicated or to any other persons to whom sale is prohibited by state law.

This is your **NOTICE** regarding the City Council hearing from the Interim Deputy Clerk and Police Department about the violation of City of Inver Grove Heights Ordinance 4-1-14: Conditions of License; subsection D.

The hearing is scheduled to occur at the August 26, 2019, City Council meeting. The meeting starts at 7:00 P.M. and is held at the following location;

Inver Grove Heights City Hall Council Chambers  
8150 Barbara Ave  
Inver Grove Heights, MN 55077

Upon a finding by the City Council that a violation occurred, the City Council may impose penalties exceeding the minimum penalty as outlined in City of Inver Grove Heights Ordinance 4-1-19: Civil Penalties and Sanctions; Subsections A and Subsection B.

Subsection A. Civil Sanctions Imposed: Upon a finding by the council that a licensee has committed any of the following violations:

6. Failed to comply with any provisions of this chapter, the council may revoke the license, suspend the license for up to sixty (60) days, impose a civil penalty of up to two thousand dollars (\$2,000.00) for each violation, or impose any combination of these sanctions. If the council imposes a suspension, the council shall set the dates relating to the suspension.

July 25, 2019

Subsection B. Minimum Penalties: The following are the minimum penalties that the council shall impose upon a licensee for a violation listed in subsection A of this section. Based upon the nature, type, severity and circumstances of the violation, the council may impose penalties exceeding those stated in this subsection. The determination whether to impose penalties above the minimum penalties and the level and order of the penalties above the minimum penalties will be at the sole discretion of the council.

1. Second violation within the last five (5) years: One Thousand dollar (\$1000.00) civil penalty and one day license suspension.

According to our records, within the last five (5) years, this is **your second violation** which carries a minimum civil penalty of \$1000.00. Your first violation occurred within the last five (5) years on July 28, 2015.

If you have any questions regarding our alcohol compliance program please contact me, through the Inver Grove Heights Police Department at 651-450-2526.

Respectfully,

A handwritten signature in dark ink, appearing to read 'MChiodo', with a long horizontal flourish extending to the right.

Melissa Chiodo, Chief of Police



# INCIDENT

Inver Grove Heights  
8150 Barbara Ave  
Inver Grove Heights, MN 55077  
Telephone: 651-450-2525

Case Number: 19001971  
Title: Illegal Alcohol Sale  
Case Disposition: Adult Arrest

## INCIDENT INFORMATION

Charges/Citation: 340A.503.2(1)

Address: 5816 Blaine Avenue E  
Inver Grove Heights, MN  
55076; Dakota US

Incident Type: Other

Location Description: El Azteca

Start Date: 2019-06-20 15:10

Parties Involved:

End Date: 2019-06-20 15:30

**Orellana-Santos, Maria Del Carmen (no middle name)** [REDACTED] Suspect

Reported Date: 2019-06-20 15:10

Photos:

Yes

## OFFICER INFORMATION

| Name             | Agency              | Badge | Role    |
|------------------|---------------------|-------|---------|
| Adam Wiederhoeft | Inver Grove Heights | 3609  | Primary |

## SYNOPSIS OF EVENTS

On 06/20/19 at about 1510 hours an alcohol compliance check was conducted in the 5800 block of Blaine Avenue. One adult female was charged with illegal alcohol sales.

## NARRATIVE

On 06/20/19 at about 1515 hours I, Sergeant Wiederhoeft was conducting alcohol compliance checks with two underage females, Natalee and Lauren, both of whom were 19 years old. Upon arriving at 5816 Blaine Avenue, El Azteca, both females entered and sat at the bar to attempt to purchase alcohol. I entered shortly after them to observe the interaction surreptitiously.

I heard the bartender, later identified as Maria Del Carmen Orellana-Santos (DOB [REDACTED]), come over and take their order. Natalee ordered a water and Lauren ordered a Michelob Golden Light beer. Orellana-Santos asked for Lauren's identification. She provided her real identification, which indicated she was under 21 years old. Orellana-Santos viewed the identification and gave it back to her. She then poured the beer and set it in front of Lauren for consumption. At that point both girls got up and left. I approached the bar, identified myself to Orellana-Santos and explained that she had failed an alcohol compliance check. She appeared upset. She did not speak much English but acknowledged what I told her. I learned that the owner and manager were on vacation and not available. I informed a senior co-worker who stated he could handle the situation. He was unsure of what training records may be on file for Orellana-Santos. I took a picture of the alcohol served which was stored electronically. No statement was attempted due to the language barrier.

CASE #: 19001971

INCIDENT REPORT



# INCIDENT

Inver Grove Heights  
8150 Barbara Ave  
Inver Grove Heights, MN 55077  
Telephone: 651-450-2525

Case Number: 19001971  
Title: Illegal Alcohol Sale  
Case Disposition: Adult Arrest

Orellana-Santos should be charged by formal complaint with the sale of alcohol to a person under 21 (340A.503.2(1)).

Nothing further.

## PARTIES INVOLVED

### PERSON 1

Role(s): Suspect

Last: Orellana-Santos First: Maria Del Carmen Middle: (no middle name) Date of Birth: [REDACTED] (29)

Sex: Female Race: [REDACTED] Height: Weight: Hair:

Eyes: Is Juvenile?: No Ethnicity: [REDACTED] Build: Complexion: [REDACTED]

Residence: [REDACTED]

Residence Type: [REDACTED]

Cell Phone: [REDACTED] Description:

### EMPLOYMENT INFORMATION

Name: [REDACTED] Type: [REDACTED]

Occupation: [REDACTED] Shift:

Address: [REDACTED]

Address Type

[REDACTED]

Address Description: [REDACTED]

Work Phone: [REDACTED] Description:

### CHARGES/ORDINANCES

Type: Statute Charge: 340A.503.2(1)

Level: Gross Misdemeanor UOC: Enh. Factor:

Description: Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr

CASE #: 19001971

INCIDENT REPORT





# SUPPLEMENT

Inver Grove Heights  
8150 Barbara Ave  
Inver Grove Heights, MN 55077  
Telephone: 651-450-2525

Case Number: 19001971  
Title: Illegal Alcohol Sale  
Case Disposition: Adult Arrest

## INCIDENT INFORMATION

|                   |                       |                                                                     |
|-------------------|-----------------------|---------------------------------------------------------------------|
| Charges/Citation: | Address:              | 5816 Blaine Avenue E<br>Inver Grove Heights, MN 55076;<br>Dakota US |
| Incident Type:    | Location Description: | Other<br>El Azteca                                                  |
| Start Date:       | Parties Involved:     | 2019-06-20 15:10<br>Barroso, Luis Alberto [REDACTED] Mentioned      |
| End Date:         |                       | 2019-06-20 15:30                                                    |
| Reported Date:    |                       | 2019-08-11 16:00                                                    |

Statements:  
Yes

## OFFICER INFORMATION

|                  |                     |       |            |
|------------------|---------------------|-------|------------|
| Name             | Agency              | Badge | Role       |
| Adam Wiederhoeft | Inver Grove Heights | 3609  | Supervisor |

## NARRATIVE

On 08/11/19 at about 1600 hours I, Sergeant Wiederhoeft, made contact via telephone with Luis Alberto Barroso (DOB [REDACTED]), the owner of El Azteca, to confirm that he received the alcohol compliance failure letter I left with an employee on 7/27/19 at about 1515 hours. I knew Barroso had been on vacation and wanted to answer any questions that he may have.

Barroso acknowledged the receipt of the failure letter and did not have any questions for me. I also asked Barroso if Orrelana Santos had completed training related to serving alcohol. He said she had and would make the relevant training certificates available on 8/12/19. Our conversation was recorded and stored electronically. Nothing further.

## PARTIES INVOLVED

### PERSON 1

Role(s): Mentioned

|               |                  |                       |                |                  |
|---------------|------------------|-----------------------|----------------|------------------|
| Last: Barroso | First: Luis      | Middle: Alberto       | Date of Birth: | [REDACTED]       |
| Sex: Male     | Race: [REDACTED] | Height:               | Weight:        | Hair: [REDACTED] |
| Eyes:         | Is Juvenile?: No | Ethnicity: [REDACTED] | Build:         | Complexion:      |
| Residence:    | [REDACTED]       |                       |                |                  |

CASE #: 19001971

SUPPLEMENT REPORT



# SUPPLEMENT

Inver Grove Heights  
8150 Barbara Ave  
Inver Grove Heights, MN 55077  
Telephone: 651-450-2525

Case Number: 19001971  
Title: Illegal Alcohol Sale  
Case Disposition: Adult Arrest

Residence Type: [REDACTED]

Cell Phone: [REDACTED]

Description:

CASE #: 19001971

SUPPLEMENT REPORT



## City of Inver Grove Heights Police Department

8150 Barbara Ave, Inver Grove Heights, MN 55077

(651) 450-2525

Fax (651) 450-2543

July 25, 2019

El Azteca  
5816 Blaine Ave  
Inver Grove Heights, MN 55076

Dear El Azteca:

On June 20<sup>th</sup>, 2019 the Inver Grove Heights Police Department conducted an alcohol sales compliance check at your business. Your business **failed** the alcohol sales compliance check. Your employee sold and/or furnished an alcoholic beverage to a person under 21 years of the age.

This is a violation of City of Inver Grove Heights Ordinance 4-1-14: Conditions of License; Subsection D:

Sales to Certain Persons Prohibited: No intoxicating liquor shall be sold, furnished or delivered for any purpose to any person under the age of twenty-one (21) years or to any person obviously intoxicated or to any other persons to whom sale is prohibited by state law.

This is your **NOTICE** regarding the City Council hearing from the Interim Deputy Clerk and Police Department about the violation of City of Inver Grove Heights Ordinance 4-1-14: Conditions of License; subsection D.

The hearing is scheduled to occur at the August 26, 2019, City Council meeting. The meeting starts at 7:00 P.M. and is held at the following location;

Inver Grove Heights City Hall Council Chambers  
8150 Barbara Ave  
Inver Grove Heights, MN 55077

Upon a finding by the City Council that a violation occurred, the City Council may impose penalties exceeding the minimum penalty as outlined in City of Inver Grove Heights Ordinance 4-1-19: Civil Penalties and Sanctions; Subsections A and Subsection B.

Subsection A. Civil Sanctions Imposed: Upon a finding by the council that a licensee has committed any of the following violations:

6. Failed to comply with any provisions of this chapter, the council may revoke the license, suspend the license for up to sixty (60) days, impose a civil penalty of up to two thousand dollars (\$2,000.00) for each violation, or impose any combination of these sanctions. If the council imposes a suspension, the council shall set the dates relating to the suspension.

July 25, 2019

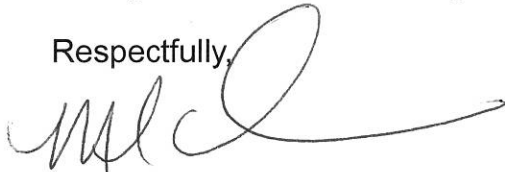
Subsection B. Minimum Penalties: The following are the minimum penalties that the council shall impose upon a licensee for a violation listed in subsection A of this section. Based upon the nature, type, severity and circumstances of the violation, the council may impose penalties exceeding those stated in this subsection. The determination whether to impose penalties above the minimum penalties and the level and order of the penalties above the minimum penalties will be at the sole discretion of the council.

1. First violation within the last five (5) years: Seven hundred fifty dollar (\$750.00) civil penalty.

According to our records, within the last five (5) years, this is **your first violation** which carries a minimum civil penalty of \$750.00.

If you have any questions regarding our alcohol compliance program please contact me, through the Inver Grove Heights Police Department at 651-450-2526.

Respectfully,

A handwritten signature in dark ink, appearing to read 'Mel Chiodo', with a long, sweeping horizontal line extending to the right.

Melissa Chiodo, Chief of Police



# INCIDENT

Inver Grove Heights  
8150 Barbara Ave  
Inver Grove Heights, MN 55077  
Telephone: 651-450-2525

Case Number: 19001974

Title: Alcohol Compliance Check

Case Disposition: Adult Arrest

## INCIDENT INFORMATION

|                   |                  |                                           |                                                                |
|-------------------|------------------|-------------------------------------------|----------------------------------------------------------------|
| Charges/Citation: | 340A.503.2(1)    | Address:                                  | 6449 CONCORD Boulevard<br>INVER GROVE HEIGHTS,<br>MN 55076; US |
| Incident Type:    | Other            | Location Description:                     | Jerseys Bar and Grill                                          |
| Start Date:       | 2019-06-20 18:05 | Parties Involved:                         |                                                                |
| End Date:         | 2019-06-20 18:20 | <b>Lusty, Nicole Renee</b> [REDACTED]     | Suspect                                                        |
| Reported Date:    | 2019-06-20 18:05 | <b>Ashton, William Michael</b> [REDACTED] | Mentioned                                                      |
|                   |                  | <b>Jerseys Bar and Grill</b>              |                                                                |

Statements:

Yes

## OFFICER INFORMATION

|                        |                            |             |                |
|------------------------|----------------------------|-------------|----------------|
| Name                   | Agency                     | Badge       | Role           |
| <b>Matthew Mattson</b> | <b>Inver Grove Heights</b> | <b>3629</b> | <b>Primary</b> |

## SYNOPSIS OF EVENTS

On 6/20/2019 at 1805 hours, IGHPD officers conducted an alcohol compliance check in the 6400 block of Concord Blvd. One female age 30, is being charged by formal complaint.

## NARRATIVE

On 6/20/2019 at 1805 hours, I, Officer Mattson #3629, was conducting alcohol compliance checks in the city of Inver Grove Heights. I was assisted in this by an underage buyer, Karlie. During the checks I was in plain clothes and driving an unmarked police vehicle.

Karlie and I entered Jerseys Bar and Grill (6449 Concord Blvd). We sat ourselves at a table near the stage on the east side of the business. An employee/server later identified as Nicole approached us and asked what we would like to drink. Karlie ordered a Bud Light, and I ordered a water. Nicole asked to see Karlie's ID and Karlie provided it. I watched Nicole look at the ID then hand it back to Karlie. Nicole returned a short time later and placed the Bud Light bottle on the table in front of Karlie.

I took the bottle and had Karlie leave the establishment. I spoke to the owner of Jerseys, identified as William. I identified myself as an Inver Grove Heights Police Officer, showing my badge and police ID. I informed William that his server had failed the alcohol compliance check, and asked to speak to him and Nicole in private. I took down both Nicole and William's information for the report. I read Nicole her Miranda Advisory, she stated she understood and would speak to me. She admitted that it was her fault and that she was unfamiliar with the ID

CASE #: 19001974

INCIDENT REPORT



# INCIDENT

Inver Grove Heights  
8150 Barbara Ave  
Inver Grove Heights, MN 55077  
Telephone: 651-450-2525

Case Number: 19001974

Title: Alcohol Compliance Check

Case Disposition: Adult Arrest

format. Nicole said it is one of her first days working as a server. I walked through what happened and the events that took place, such as what was purchased and that she did look at Karlie's ID.

I later went back to Jerseys without Karlie to request any training files for Nicole. William said that she had not yet completed her Alcohol training because she was still being trained in as a server and had not done it yet. William said that Nicole had just moved up to Minnesota from Texas and it was her third day working at the establishment.

I request that Nicole be charged by formal complaint for the attached charge.

A check of her criminal history showed no prior convictions.

Case cleared by adult arrest.

## PARTIES INVOLVED

### PERSON 1

Role(s): Suspect

Last: Lusty First: Nicole Middle: Renee Date of Birth: (30)  
Sex: Female Race: Height: Weight: Hair:  
Eyes: Is Juvenile?: No Ethnicity: Build: Complexion:  
Residence:  
Residence Type:  
Cell Phone: Description:

### CHARGES/ORDINANCES

Type: Statute Charge: 340A.503.2(1)  
Level: Gross Misdemeanor UOC: Enh. Factor:  
Description: Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr

### PERSON 2

Role(s): Mentioned

Last: Ashton First: William Middle: Michael Date of Birth:  
Sex: Male Race: Height: Weight: Hair:  
Eyes: Is Juvenile?: No Ethnicity: Build: Complexion:  
Residence:  
Cell Phone: Description:





# INCIDENT

Inver Grove Heights  
8150 Barbara Ave  
Inver Grove Heights, MN 55077  
Telephone: 651-450-2525

Case Number: 19001974

Title: Alcohol Compliance Check

Case Disposition: Adult Arrest

Work Phone: [REDACTED] Description:

Is US Citizen: Immigration Checked: [REDACTED] DNA Collected: [REDACTED] Special Needs: [REDACTED]

## EMPLOYMENT INFORMATION

Name: [REDACTED] Type: [REDACTED]

Occupation: [REDACTED] Shift:

Address: [REDACTED]

Address Type

[REDACTED]

Address Description: [REDACTED]

Work Phone: [REDACTED] Description:

## BUSINESS 1

Role(s): Mentioned Business Name: Jerseys Bar and Grill

Location: 6449 CONCORD Boulevard; INVER GROVE HEIGHTS, MN 55076; US

Work Phone: (612)867-4871 Description:

CASE #: 19001974

INCIDENT REPORT



## City of Inver Grove Heights Police Department

8150 Barbara Ave, Inver Grove Heights, MN 55077

(651) 450-2525

Fax (651) 450-2543

July 25, 2019

Jersey Bar & Grill  
6449 Concord Blvd  
Inver Grove Heights, MN 55076

Dear Jersey Bar & Grill:

On June 20<sup>th</sup>, 2019 the Inver Grove Heights Police Department conducted an alcohol sales compliance check at your business. Your business **failed** the alcohol sales compliance check. Your employee sold and/or furnished an alcoholic beverage to a person under 21 years of the age.

This is a violation of City of Inver Grove Heights Ordinance 4-1-14: Conditions of License; Subsection D:

Sales to Certain Persons Prohibited: No intoxicating liquor shall be sold, furnished or delivered for any purpose to any person under the age of twenty-one (21) years or to any person obviously intoxicated or to any other persons to whom sale is prohibited by state law.

This is your **NOTICE** regarding the City Council hearing from the Interim Deputy Clerk and Police Department about the violation of City of Inver Grove Heights Ordinance 4-1-14: Conditions of License; subsection D.

The hearing is scheduled to occur at the August 26, 2019, City Council meeting. The meeting starts at 7:00 P.M. and is held at the following location;

Inver Grove Heights City Hall Council Chambers  
8150 Barbara Ave  
Inver Grove Heights, MN 55077

Upon a finding by the City Council that a violation occurred, the City Council may impose penalties exceeding the minimum penalty as outlined in City of Inver Grove Heights Ordinance 4-1-19: Civil Penalties and Sanctions; Subsections A and Subsection B.

Subsection A. Civil Sanctions Imposed: Upon a finding by the council that a licensee has committed any of the following violations:

6. Failed to comply with any provisions of this chapter, the council may revoke the license, suspend the license for up to sixty (60) days, impose a civil penalty of up to two thousand dollars (\$2,000.00) for each violation, or impose any combination of these sanctions. If the council imposes a suspension, the council shall set the dates relating to the suspension.

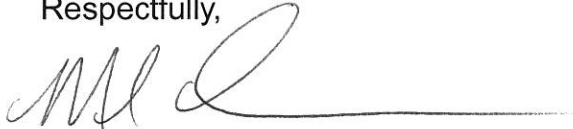
Subsection B. Minimum Penalties: The following are the minimum penalties that the council shall impose upon a licensee for a violation listed in subsection A of this section. Based upon the nature, type, severity and circumstances of the violation, the council may impose penalties exceeding those stated in this subsection. The determination whether to impose penalties above the minimum penalties and the level and order of the penalties above the minimum penalties will be at the sole discretion of the council.

1. First violation within the last five (5) years: Seven hundred fifty dollar (\$750.00) civil penalty.

According to our records, within the last five (5) years, this is **your first violation** which carries a minimum civil penalty of \$750.00.

If you have any questions regarding our alcohol compliance program please contact me, through the Inver Grove Heights Police Department at 651-450-2526.

Respectfully,

A handwritten signature in dark ink, appearing to read 'Melissa Chiodo', with a long horizontal line extending to the right.

Melissa Chiodo, Chief of Police

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider request for Drkula's Bowl to extend the premise of the existing liquor license sales area to a designated outdoor area September 5, 2019 and September 7, 2019**

Meeting Date: August 26, 2019  
 Item Type: Regular  
 Prepared by: Michelle Calvert  
 Reviewed by: Joe Lynch  
 Contact: 651-450-2464

**Fiscal/FTE Impact:**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input type="checkbox"/>            | Other                              |

**PURPOSE/ACTION REQUESTED:**

Consider request of Drkula's Bowl to extend the premise of the existing liquor license sales area to a designated outdoor area September 5 and September 7, 2019 in conjunction with IGH Days.

**SUMMARY:**

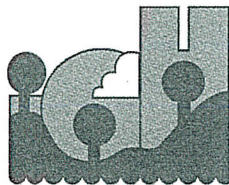
Tim Drkula has made a request to extend the liquor sales area to the Drkula's Bowl parking lot in conjunction with IGH Days, for September 5 and September 7, 2019. There will be bands on Thursday, September 5 and Saturday, September 7, 2019. A tent will be set up by a professional company, following all codes required by the Fire Marshal. Beer, wine, and non-alcoholic beverages will be served. No alcoholic beverages will be consumed outside of the enclosed area, and all service of alcoholic beverages will be completed in strict compliance of the law.

On Thursday, September 5, 2019, there will be a private party from 5:00 pm to 7:00 pm in the extended area, and then the extended area will be open to the public from 7:00 pm to 10:00 pm. Music will stop at 10:00 pm.

On Saturday, September 7, 2019 there will be a professional wrestling event under the tent after the parade. The extended area will be open from 12:00 pm Saturday, September 7, 2019 to 12:30 am Sunday, September 8, 2019.

The applicant has provided insurance certification that shows their parking lot is covered in their insurance policy, and the Police Department and Fire Marshal have been notified and approved the planned events.

Staff is recommending that the application for extended liquor license be approved.



# City of Inver Grove Heights

www.ci.inver-grove-heights.mn.us

## LIQUOR LICENSE EXTENSION APPLICATION

### Business Information:

Name: Dokula's Bowl  
Address: 6710 Cahill Ave E.  
Business Contact Number: 651-451-1717

### Contact Information:

Name (Last): Dokula (First): Tom  
Address: 7598 63rd St. Coon Sa  
City: Cottage Grove State: MN Zip Code: 55016  
Contact Number: (Business): 651-451-1717 (Cell): 651 329-0416

### Event Information:

Date(s) of event: Sept. 5 and 7th

Reason for Event: IGH Days

**Insurance:** Enclose a copy of your businesses Certificate of Insurance stating your insurance covers the extended area of the premise.

### Event Affiliation:

Is the event affiliated with organization (corporate, community, nonprofit, etc...)?

☒ Yes ☐ No

If yes, please list those affiliation(s): IGH Days Committee

### Previous Events:

Has the City of Inver Grove Heights approved for this type of event before?

☒ Yes ☐ No

If yes, please provide the date of the previous event:

1. Sept. 8 2018

By signing this application, I have completed this application document and agree the information provided is accurate to the best of my ability. I also understand that the application can be denied:

[Signature]  
Applicant's Signature

7-22-19  
Date

Drkula's Bowl  
6710 Cahill Ave E.  
Inver Grove Heights., MN  
(651) 451-1717

6-26-19

To Whom It May Concern,

This is a request to temporary extend our liquor license to the parking lot. I am requesting the liquor license to be extended on Thursday Sept. 5<sup>th</sup> from 5:00pm to 10:00pm.

This event is put on by Joe Atkins. He has a private gathering from 5:00 to 7:00 and then open's it to the community from 7:00 to 10pm. From previous years, we are estimating about 75 to 100 people in attendance. He will be hiring a different restaurant to provide the food service.

There will be live music from 7:00 and stopping at 10pm sharp. They will be playing on a smaller sound system than the Saturday night's bands play on.

This is an all age's event and the carding process is at the point of sale, just like we do inside the bowling center. We also have security staff observing.

We will be using the tent that is used for IGH Day's. Apres Event & Tent Rental would professionally set up the tent. The entire tent will be enclosed by 8' metal barricades with required emergency exits. These exist area's will be marked with a lighted exit sign.

We will be serving a combination of beer & wine and non-alcoholic beverages. Our security and bar staff will be checking ID's, monitoring the crowd's and watching the tent barricades. The security personnel we hire are current and former security staff at Drkula's or they have experience with event security.

We will also be submitting a copy of the extension of the liquor liability insurance to the parking lot for this event. Any questions or concerns you can contact me at  
(651) 329-0416.

Yours Truly,



Drkula's Bowl  
6710 Cahill Ave E.  
Inver Grove Heights., MN  
(651) 451-1717

6-26-19

To City Council & Staff,

This is a request to temporary extend our liquor license to the parking lot. I am requesting the liquor license to be extended on Saturday Sept. 7th from 12:00pm to 12:30am.

We are planning to have a professional wrestling event under the tent on Saturday after the parade.

The band would play from 7:30pm to 12:00am on Saturday. There is a half a hour difference between the band and the liquor sales time for a buffer time to clear the audience from the parking lot. This time would help the flow of traffic from the parking lot.

This year again we are getting a tent for the street dance. Apres Event & Tent Rental would professionally set up the tent. With the tent, weather would not be an issue. I will work with the Fire Marshall and will follow all the codes that are required with a tented event.

We will also be submitting a copy of the extension of the liquor liability insurance to the parking lot for this event. All plans for this event will be submitted to the Public Safety Director, Fire Marshall and City Attorney. Any questions or concerns you can contact me at (651) 329-0416.

Yours Truly,

Tim Drkula  
Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2018

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).

|                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                         |                                 |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>PRODUCER</b><br>Twin City Group<br>4500 Park Glen Rd. ste 400<br><br>Minneapolis MN 55416                               | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b><br><br><b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> The Cincinnati Insurance Co<br><b>INSURER B:</b> Travelers of Rhode Island (TRI)<br><b>INSURER C:</b> Illinois Casualty Company<br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> | <b>NAIC #</b><br>10677<br>25682 |
| <b>INSURED</b><br>Drkula's Grove Bowl INC DBA Drkula's 32 Bowl<br>6710 Cahill Ave<br><br>Inver Grove Heights MN 55076-2027 |                                                                                                                                                                                                                                                                                                                                                                         |                                 |

**COVERAGES****CERTIFICATE NUMBER:** 19/20 GL WC LIQR**REVISION NUMBER:**

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 INSD                                      | SUBR WVD                                             | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY)             | LIMITS                                                                          |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------------------------|---------------|-------------------------|-------------------------------------|---------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                                |                                                      | EPP 0512663   | 01/01/2019              | 01/01/2022                          | EACH OCCURRENCE \$ 1,000,000                                                    |
|          |                                                                                                                                                                                                                                                                                                                            |                                                | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 |               |                         |                                     |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                            |                                                | MED EXP (Any one person) \$ 5,000                    |               |                         |                                     |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                            |                                                | PERSONAL & ADV INJURY \$ 1,000,000                   |               |                         |                                     |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                            |                                                |                                                      |               |                         | GENERAL AGGREGATE \$ 2,000,000      |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                            |                                                |                                                      |               |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000 |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                            |                                                |                                                      |               |                         | Network Security Liab \$ 50,000     |                                                                                 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                          |                                                |                                                      |               |                         |                                     | COMBINED SINGLE LIMIT (Ea accident) \$                                          |
|          |                                                                                                                                                                                                                                                                                                                            |                                                |                                                      |               |                         |                                     | BODILY INJURY (Per person) \$                                                   |
|          |                                                                                                                                                                                                                                                                                                                            |                                                |                                                      |               |                         |                                     | BODILY INJURY (Per accident) \$                                                 |
|          |                                                                                                                                                                                                                                                                                                                            |                                                |                                                      |               |                         |                                     | PROPERTY DAMAGE (Per accident) \$                                               |
|          |                                                                                                                                                                                                                                                                                                                            |                                                |                                                      |               |                         |                                     | \$                                                                              |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                                         |                                                |                                                      |               |                         |                                     | EACH OCCURRENCE \$                                                              |
|          |                                                                                                                                                                                                                                                                                                                            |                                                |                                                      |               |                         |                                     | AGGREGATE \$                                                                    |
|          |                                                                                                                                                                                                                                                                                                                            |                                                |                                                      |               |                         |                                     | \$                                                                              |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                              | Y / N<br><input checked="" type="checkbox"/> N | N / A                                                | UB8J502550    | 01/01/2019              | 01/01/2020                          | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|          |                                                                                                                                                                                                                                                                                                                            |                                                | E.L. EACH ACCIDENT \$ 500,000                        |               |                         |                                     |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                            |                                                | E.L. DISEASE - EA EMPLOYEE \$ 500,000                |               |                         |                                     |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                            |                                                | E.L. DISEASE - POLICY LIMIT \$ 500,000               |               |                         |                                     |                                                                                 |
| C        | Liquor Liability                                                                                                                                                                                                                                                                                                           |                                                |                                                      | LL105677      | 01/01/2019              | 01/01/2020                          | Ea Common Cause 1,000,000                                                       |
|          |                                                                                                                                                                                                                                                                                                                            |                                                | Aggregate 1,000,000                                  |               |                         |                                     |                                                                                 |

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

Covers entire premises at 6710 Cahill Ave East, Inver Grove Heights, MN 55075, including parking lot and outdoor areas.

**CERTIFICATE HOLDER****CANCELLATION**City of Inver Grove Heights  
8150 Barbara Avenue

Inver Grove Heights

MN 55077

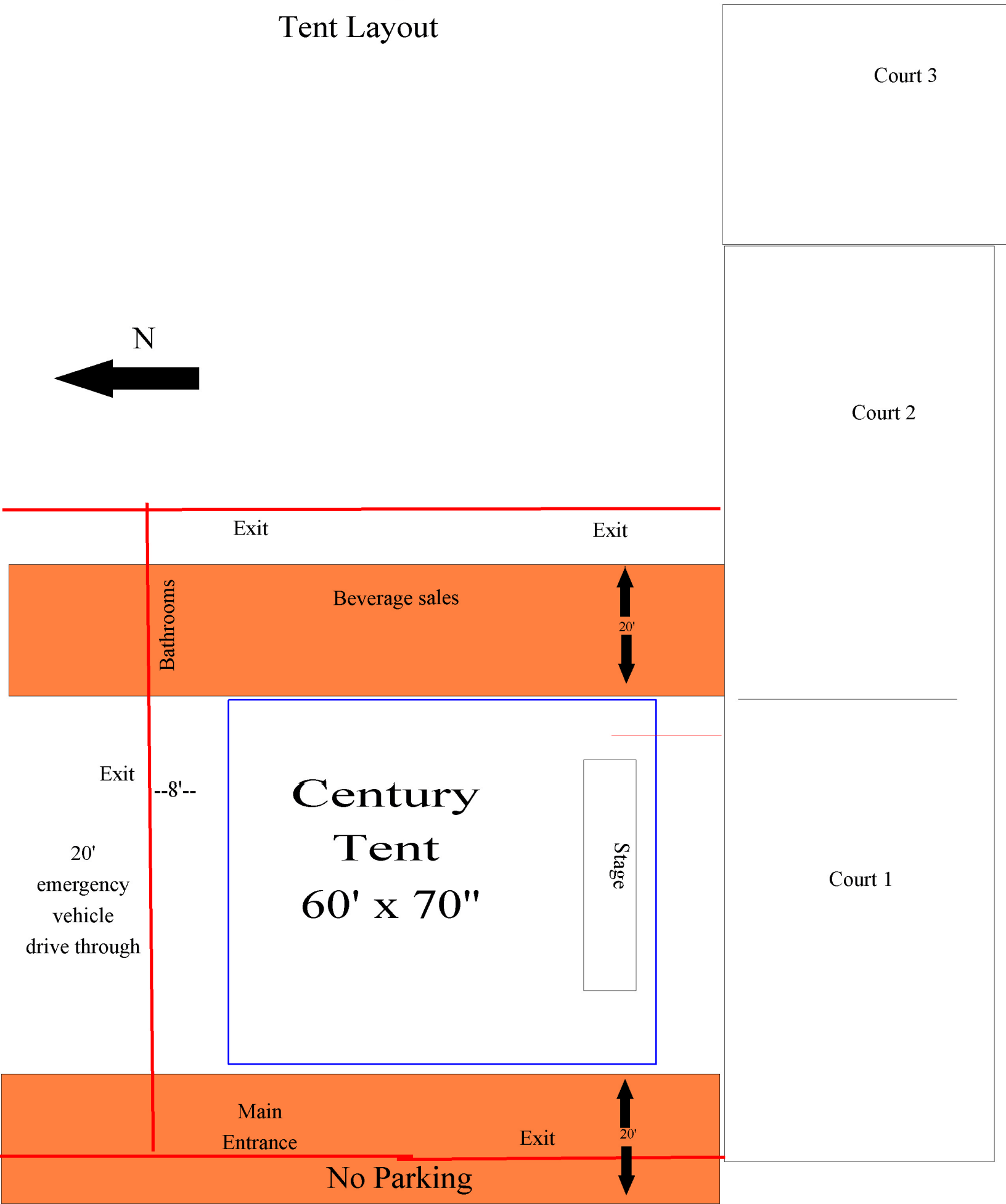
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

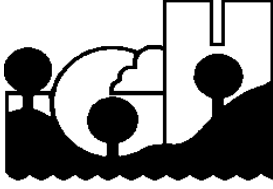
AUTHORIZED REPRESENTATIVE

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IGH Days

Tent Layout





**CITY OF INVER GROVE HEIGHTS**

**MEMORANDUM**

TO: Interim Deputy Clerk Joe Lynch

FROM: Commander J. Otis

SUBJECT: Review of Drkula's 2019 Liquor License Extension Application

DATE: August 6, 2019

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The Police Department has reviewed Drkula's Bowl liquor license extension application and found Drkula's Bowl has met the requirements for the Police Department. The Police Department has no issue for this request to be presented to the City Council for approval for the following dates;

- Thursday, September 5<sup>th</sup> starting at 5:00 P.M. and ending at 10:00 P.M.
- Saturday, September 7<sup>th</sup> starting at 12:00 P.M. and ending at 12:30 A.M. on Sunday, September 8<sup>th</sup>

Reminder for Drkula's Bowl, on the first day of their events; September 5<sup>th</sup>, 2019, a Police Department representative will conduct an inspection before the event start time to verify Drkula's Bowl followed the plans they submitted.

If issues are found, those issues must be corrected before the event starts. If the issues are not corrected, the Police Department will shut the event down until the issues are corrected.

The Police Department will periodically patrol the event as it is occurring to make sure no violations are occurring. If violations are observed during the event, the event may be shut down and/or citations may be issued.

# Item 6A

At almost all purchase attempts an officer will observe the buy and will also identify the seller. However, in some cases it will be necessary for the buyer to return to the store with the law enforcement officer to identify the clerk, then return to the car while the officer completes the violator interview.

## **PURCHASE ATTEMPT:**

The specific buy procedure will vary depending on the availability of a plainclothes officer as an observer inside the business.

## **OFF-PREMISE COMPLIANCE CHECKS**

Before starting the first check the officer(s) will review the procedure and will identify a major brand of beer to be purchased. To keep checks the same for all sites checked, purchase the same type of beer at each site. If they don't stock the selected type, pick the most similar type available.

Where feasible the officer will monitor the establishment with the buyer. Avoid initiating the buy attempt during a very busy period. Generally avoid extenuating circumstances to deny the server or seller the defense of extraordinary circumstances.

- 1) Plainclothes officer enters the establishment and positions himself/herself where purchase can be observed.
- 2) Buyer enters the establishment and goes directly to the beer cooler.
- 3) Buyer selects a six-pack of a pre-determined major brand of beer.
- 4) Buyer observes the sales counter and determines if anything unusual is occurring. (If there is an unusual line at the counter, a dispute in progress between the clerk and a customer, or any other unusual situation, buyer waits briefly for the situation to clear; if situation hasn't cleared within five minutes, buyer leaves without making a buy attempt.)
- 5) Buyer selects the least busy checkout (if business has more than one salesclerk on duty) and places beer on counter. If the wait is the same at all checkouts, buyer selects the checkout staffed by the youngest looking person.

## **If asked for age or date of birth:**

- 6) Buyer answers truthfully by giving his/her real date of birth. This tests the sellers ability to calculate age from date of birth. If a seller asks how old that makes the buyer the buyer should honestly state their age in years.

## **If asked for an ID: (no ID protocol)**

- 7) Buyer states that he or she is not carrying an ID.

## **If seller hesitates, or refuses sale:**

- 8) Buyers states "My license is out in the car" or "I left my license at home" or some alternative excuse for not having the license with him or her. Vary excuses from wave to wave so that a standard line does not become recognized as a sign that the young person is a police buyer. Buyer makes no additional statements to encourage a sale.

## General Guidelines and Training Requirements

Police officers shall accompany all buyers during under-age buying of alcohol products for the enforcement of city and state codes. It is desirable to work in teams of at least one buyer, a plain clothed police officer and a uniformed police officer.

The buyers participating in the compliance checks will be given instructions and training prior to attempting any purchases. Plain-clothed and uniformed officers participating in the compliance checks will be assigned an under-age buyer and will be in direct contact with the buyer from start to finish throughout the compliance check period.

The buyers will be searched and the vehicles in which the buyers and officers will be using will be searched prior to the tests. The only items allowed to be on the persons will be a valid drivers license or identification card and the funds used to purchase alcohol, which funds shall be provided by the department. The officer will document the funds spent and any property obtained on the ICR report immediately after the purchase.

The plain clothed police officer will enter the establishment prior to the buyer entering. The officer will observe that the business is operating under normal working conditions and that the test will be conducted in a fair and reasonable manner based on the nature of the business. If at any time the officer feels the test would not be fair to the business, or that sending in the buyer would jeopardize the buyer's safety, the officer is to leave and the business will be checked at a later date or time.

If the officer inside feels it is safe to test and does not leave the business, the uniformed officer outside in the car is to send the minor into the business. The buyer is to sit or stand in a place in which he/she is in view of the plain clothed officer without compromising the identity of the officer.

When the buyer attempts to purchase alcohol he/she will under **no** circumstances lie about their age or attempt to convince the seller to sell to them. They will, upon request, state their **TRUE** age and produce a valid drivers license or identification card if asked. If possible the plain clothed officer should attempt to see and/or hear the transaction of the sale and document in reports the events that transpired.

Upon returning to the vehicle, if a sale was made, the buyer will notify the uniformed officer and that officer will then proceed into the establishment to get identification of the seller. The plain clothed officer should stay inside the establishment, if possible, in the event the uniformed officer needs help in identifying the seller. An ICR number will be assigned for each business that failed the check. The buyer is then to fill out a buyer's report and written statement. The officer will follow up with the proper paper work and ICR. A buyer's report is taken at every business whether they pass or fail.

If an off-sale purchase is made, the product shall be logged into evidence along with the receipt, if possible. Any alcohol in an open condition, such as in a restaurant or bar, should be left on-scene and the brand, cost, and container of the item shall be documented in the report.

### Follow up and reporting

The results of the Alcohol Compliance Checks will be forwarded to the city prosecutors office. The city prosecutors office will contact businesses that violated city and state code. Businesses that have passed the checks will be sent a letter, by the Grand Forks Police Department, congratulating them on a successful check.



## Oklahoma Alcohol Compliance Check Protocol

- ◆ Use age testing to make sure that underage buyers look underage. Age perception tests or using a focus group to determine age perception should be conducted for each underage buyer at least every 6 months.
- ◆ Underage buyers should look between the ages of 18 and 19 but be between the ages of 16 and 20. Also consider utilizing underage buyers who appropriately fit into the target community in regards to demographics.

### Youth Volunteer (Underage Buyer) Instruction:

- ◆ Instruct underage buyers not to dress in ways that make them appear older.
- ◆ Use underage buyers in areas where they are not known.
- ◆ Provide specific instructions on how the underage buyer is to act, what they are to say, and what they are to purchase.
- ◆ Instruct underage buyers to answer questions truthfully and provide photo identification when asked.
- ◆ Instruct underage buyers to avoid situations that seem dangerous and not to buy if people in the retail outlet know them.
- ◆ Instruct underage buyers to not purchase anything along with the alcohol.
- ◆ To help them get over their fears or concerns it is a good idea to give your underage buyers some interactive experience by “practice buying” in a safe non-licensed environment.
- ◆ This type of training can calm nervous buyers and give them some confidence that they can perform this role effectively.
- ◆ Documentation of Underage Buyers (See 2M2L sample forms below)
  - ◆ Agreement of Understanding
  - ◆ Copy of Driver’s License
  - ◆ Age Verification Form
  - ◆ Record of compliance checks conducted
  - ◆ Personal history form
  - ◆ Photograph of underage buyer
  - ◆ Driving and criminal checks
  - ◆ Injury waivers



## DIVISION OF ALCOHOL AND TOBACCO CONTROL

### ALCOHOL COMPLIANCE BUY CHECKLIST

**11 CSR 70-2.280. Guidelines for Using Minors in  
Intoxicating Liquor or Nonintoxicating Beer Investigations**

The following shall constitute State Supervisor's standards for the use of minors in intoxicating liquor or nonintoxicating beer investigations by a state, county, municipal or other local law enforcement authority. All boxes must be checked for the Division to take administrative action against a licensee:

- ☐ The minor shall be eighteen (18) or nineteen (19) years of age;
  
- ☐ The minor shall have a youthful appearance and the minor, if a male, shall not have facial hair or a receding hairline; if a female, shall not wear excessive makeup or excessive jewelry. The minor, male or female, shall not wear headgear that will obstruct a clear view of the face or hairline.
  
- ☐ The minor shall carry his or her own identification showing the minor's correct date of birth and shall, upon request, produce such identification to the seller of the intoxicating liquor or nonintoxicating beer at the licensed establishment; and the state, county, municipal or other local law enforcement agency shall search the minor prior to the operation to ensure that the minor is not in possession of any other valid or fictitious identification;
  
- ☒ The minor shall answer truthfully any questions about his or her age and shall not remain silent when asked questions regarding his or her age, nor misrepresent anything in order to induce a sale of intoxicating liquor or nonintoxicating beer.
  
- ☐ The state, county, municipal or other local law enforcement agency shall make a photocopy of the minor's valid identification showing the minor's correct date of birth;
  
- ☐ Any attempt by such minor to purchase intoxicating liquor or nonintoxicating beer products shall be videotaped or audiotaped with equipment sufficient to record all statements made by the minor and the seller of the intoxicating liquor or nonintoxicating beer product;
  
- ☐ The minor shall not be employed by the state, county, municipal or other local law enforcement agency on an incentive or quota basis;
  
- ☐ If a violation occurs, the state, county, municipal or other local law enforcement agency shall, within two (2) hours, make reasonable efforts to confront the seller, if practical, and further, within forty-eight (48) hours, contact or take all reasonable steps to contact the owner or manager of the establishment;
  
- ☐ The state, county, municipal or other local law enforcement agency shall maintain records of each visit to an establishment where a minor is used by the state, county, municipal or other local law enforcement agency for a period of at least one (1) year following the incident, regardless of whether a violation occurs at each visit, and such records shall, at a minimum, include the following information:

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# Volunteer Training

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Training provides underage volunteers with the knowledge and skills necessary to conduct the compliance checks with confidence. During the formal training process, volunteers should be provided with information about what to wear, what to say, and how to act. Every attempt is made to limit the volunteer's discretion and ensure that the process is accomplished in a safe and expeditious manner.

## Court Processes

If criminal complaints or administrative sanctions will be sought, explain the criminal court and licensing sanction processes. Ensure that the buyer understands that they may be called upon to be a witness and may have to testify in public before a judge, jury, or city council regarding the particular details of a compliance check.

## Protocol

A walk through of protocols and expectations will prepare youth for a successful buy attempt. During training, volunteers should be provided with clear guidance on exactly how to attempt the sale. The use of a role-play scenario is a great way to build confidence and reduce nervousness. Setting the stage and putting all players through the steps of a compliance check will ensure that everyone is on the same page before entering the retail environment.

A checklist or list of "do's" and "don'ts" can also help prepare volunteers for the check. For example, volunteers should be advised not to loiter in the establishment, not to engage in any unnecessary conversation with the clerk or patrons, to discontinue the check and leave the store if they recognize the clerk or a patron, and to answer any questions posed by the clerk truthfully. To avoid allegations of entrapment, the volunteer should never say or do anything to entice the clerk to sell them alcohol.

## Appearance

It is important that underage volunteers do nothing to enhance their appearance during compliance checks. They should not dress in a manner that confuses or tricks retailers. Buyers should be instructed to wear clothing that is age appropriate and that fits the geographic area. Buyers should not wear dated clothing or items signifying a college, fraternity/sorority, etc. Gentlemen should shave before reporting to work and should not wear a ball cap or sunglasses. Ladies should not wear excessive make-up, jewelry, or revealing clothing.

- Criminal justice programs in local colleges and high schools (including Explorers and cadets)
  - Responders to advertisements in college and community newspapers
  - Underage volunteers from past compliance checks
  - TI teams
  - Venture Crews or Explorers from a Boy Scout troop
4. **SELECTION:** The following should be *factors in selection* of the youth to be involved in the compliance checks:
- Preferably, the youth *should not* be from the actual community where the checks are being done, so it is unlikely the youth and retailer will cross paths in the future.
  - However, they should look like they would likely be from that community (race/ethnicity, etc.)
  - They must be underage and look underage
  - Use age-testing to ensure they look underage. Procedure: Take the youth to a public place (mall, etc.) and ask 10 random adults to guess their age. The average guess should fall between 17.5 and 19.5 for alcohol checks and 14.5 and 16.5 for tobacco.
  - Use both male and female volunteers (when using a female volunteer, be sensitive about having another female on the trip)
  - Use volunteers in areas where they are not well known
  - Instruct volunteers not to dress in ways that make them appear older

### Training youth for the checks

The following should be *key points of training* for the volunteers:

#### 1. BEHAVIOR

- Act normally.
- Answer any questions truthfully.
- Provide his or her real ID if asked.
- Avoid any situation that seems dangerous.
- Do not attempt to buy if he or she knows anyone in the store, including the person behind the counter.

#### 2. ATTITUDE

- It is important to remember that no one is trying to “trick” the salesperson.
- When referring to compliance checks, avoid the word “sting.” This word implies a “set up to catch” someone. The youth volunteers are simply “testing” store employees in a real world situation on whether they comply with the relevant laws.

ID supports the fairness of the investigation. Many times retail clerks simply ask for ID as part of a routine and do not actually examine it to determine if it is altered, current, or even belongs to the presenter. The use of a proper ID also tests the clerk's ability to accurately check the date of birth on the ID.

If the volunteers do not carry identification and they are asked for it, the volunteers should state that they do not have ID. Some clerks will still sell to them. If the volunteer's identification is carried and produced, there is a risk of temporarily identifying the buyer; however this procedure provides a more realistic test

#### Truthful Answers

The volunteers should be instructed to be truthful in encounters with clerks. If asked for identification, the volunteers should present identification. If asked their age, the volunteers should answer truthfully. The same is true if the clerk asks whom the alcohol is for. It is important that the volunteer not do anything to induce the clerk to make the sale. Stating that it is for someone else might cause the clerk to believe that the alcohol was for someone of legal age, creating a defense for the action later in court.

Remind the buyers that success is not measured by the number of people arrested but by the fairness of investigation.

#### Number of Volunteers

One underage volunteer buyer is sufficient for most retail compliance investigations. There are times and situations, however, when consideration should be given to the use of two volunteers as part of a team. Using two buyers can make the volunteers feel more comfortable and act more natural in their attempt to make a purchase.

#### What Should the Buyer Attempt To Purchase?

Beer is the alcoholic beverage of choice for young people. It is inexpensive and readily available. Most underage drinkers prefer the major advertised popular brands of beer. You should give consideration to selecting a brand that is popular with young people in your

## CRITERIA

Courts have addressed the appropriateness of such sting operations and provided guidance for law enforcement agencies. The AGED should follow such procedures in order to withstand judicial challenge.

Initially, the AGED should have a belief that sales are in fact being made to persons under the age of 21. In addition, the AGED should state that undercover operations are a common practice and are the most effective method for detecting illegal sales to minors. Disciplinary Actions Against the On-Sale Liquor Licenses of: Roger M. Pedley d/b/a Little Falls Morrison County Bowling Center, County of Morrison Inv. No. \_\_\_\_, OAH No. \_\_ 1, 2 (June 10, 1992).

A proper undercover operation for detecting sales to underage persons should include all of these procedures:

1. Courts have suggested that the agency conduct a preliminary visit undercover in an effort to determine the bar's layout, situation and investigate any other violations.
2. Decoys must be under the age of 21.
3. Use male and female decoys.
- ④ 4. Decoys must dress as they normally would.
- ⑤ 5. Decoys must not wear a disguise or any special makeup.
6. Have a law enforcement official take up a position inside the retail liquor establishment where he/she may observe the decoys purchase an alcoholic beverage.
7. The law enforcement official who takes up a position inside the establishment should be in plainclothes.
8. Decoys must enter the retail liquor establishment without a law enforcement official.
9. Instruct the decoys to act normally.
10. No audio or visual recording of the sale is necessary.
11. Instruct the decoys to ask to be served an alcoholic beverage.
12. Instruct the decoys not to offer any identification.
13. Instruct the decoys to lie about their age, if asked.
14. Instruct the decoys not to attempt to persuade the bartender to serve them.
15. Instruct the decoys to pay close attention to who serves them the alcoholic beverage.



16. Instruct the decoys not to consume the alcoholic beverage.
17. Give the decoys the money necessary to purchase the alcoholic beverage.
18. Instruct the decoys to bring a sample of the alcoholic beverage they purchase out of the bar, either in the original container or in a sample bottle [violation] provided by the law enforcement agency conducting the operation.
19. Instruct the decoys to give the sample to a law enforcement official who should be waiting a short distance from the establishment.
20. Do not immediately confront the sellers; it may impair the effectiveness of the continuing operation. This would tip off other establishments. Just compile the evidence and keep detailed and exacting records. Establish a secure chain of custody.
21. Take notes from the decoys on the physical description of the person who served them.
22. Bring the decoys back to each establishment several days later to identify the person who allegedly sold them the alcoholic beverage.

The procedures listed above were used successfully by the Morrison County Sheriff's Department. This list is not necessarily exhaustive, but these procedures have passed judicial review.

## BURDEN OF PROOF

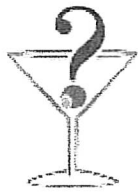
The law enforcement agency bears the burden of proving by a preponderance of the evidence that the retail liquor establishment sold alcoholic beverages to persons under the age of 21.<sup>2</sup>

If a law enforcement agency conducts an undercover operation according to the procedures listed in Section II above, and a retail liquor establishment sells an alcoholic beverage to a decoy, the agency will have the necessary proof to meet the burden.

- 
2. Minn. R. 1400.7300, subp. 5 (1995) provides:

"The party proposing that certain action be taken must prove the facts at issue by a preponderance of the evidence, unless the substantive law provides a different burden or standard."

Substantive law does not provide a different burden or standard. In the Matter of the Disciplinary Actions Against the On-Sale Liquor Licenses of: Roger M. Pedley, d/b/a Little Falls Morrison County Bowling Center, 1993 Minn. App. LEXIS 315, at 5 (Minn. Ct. App. March 23, 1993).



# Alcohol

## Problems and Solutions

Online Since 1997

Custom Search

### **Underage Alcohol Sales Entrapment Stings**

A recent sheriff's department sting operation against alcohol retailers was illegal entrapment. That's the conclusion of a jury in Florida.

Entrapment is illegal because it is an attempt to induce law-abiding citizens into engaging in crimes that they would not otherwise have committed. It tricks and deceives the innocent into breaking the law and is a federal offense. In the words of the U.S. Supreme Court, entrapment "deserves the severest condemnation."

Charges have now been dropped against a cashier, Reese Nickells, accused of selling alcohol to a minor who was an undercover operative, and prosecutors say other cases resulting from an undercover sting operation will have to be dropped as well.

A similar sting operation resulted in the earlier arrest of bartender Robin Scocozza after she served a beer to the same undercover operative who was several months shy of his 21st birthday, has a receding hairline and was wearing a beard in both operations.

Ms. Scocozza was acquitted in a jury trial last week, and jurors later said they believed she had been set up. The bartender had previously refused to serve another undercover minor. Deputies then sent in the "older-looking" operative to entrap her. Although she was an innocent victim, the illegal law enforcement operation cost her time, anxiety, and a large amount of money.

The operative, who looks much older than his actual age, served as an undercover informant in 16 other sting operations that resulted in arrests and fines as high as \$300. Apparently, his work led to 16 illegal entrapments for which people may have lost their jobs and reputations and for which they were forced to pay heavy fines.

The U.S. Attorney General's guidelines for the FBI are based on U.S. Supreme Court decisions and exist in order to protect the rights of the innocent while convicting the guilty. Those guidelines insist, for example, that sting operations can only be conducted against the "unwary guilty," not the "unwary innocent."

To prevent illegal entrapment retail establishments should not be randomly selected. That would not prevent entrapping a clerk who sells "innocently due to a momentary lapse in judgment" as a result of being rushed, from becoming distracted, or other reasonable cause.

"The only way to ensure that only the "unwary guilty" are caught in the trap is to create a history of the cashier in question with the use of surveillance or repeated compliance checks which are not also sting operations." Since many, if not most of those caught in these sting operations have passed previous compliance checks, which clearly proves that they have no criminal predisposition to make underage sales, they are the "unwary innocent" if induced by law enforcement to sell to an underage person.

It's important to enforce the law, but it's also important to follow the law in doing so. Unfortunately, many law enforcement agencies fail to protect the rights of innocent citizens and illegally entrap them in underage alcohol sales stings.

A highly successful alternative to alcohol stings is to provide alcohol vendors an economic incentive to confiscate false ID's and to impose civil fines of \$1,000 on anyone under the age of 21 who attempts to purchase alcohol from them. Such a voluntary program was so successful in Anchorage that it has been expanded throughout the entire state of Alaska.

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**Reference:**

Oldfather, Geoff. Charge dropped after alcohol sting. *Sun-Sentinel*, December 25, 2004; Compliance Checks and the Issue of Entrapment ([http://www.geocities.com/uthurs\\_alcove/stings/Entrapment.html](http://www.geocities.com/uthurs_alcove/stings/Entrapment.html)); Sorrells v. U.S., 287 U.S. 435.

This page does not provide legal advice or opinion and none should be inferred. Always consult a qualified lawyer for legal advice or help.

**See Also**

- [Preventing Underage Alcohol Purchases](#)
- [Compliance Checks or Sting Operations](#)

Written and edited by:

[Prof. David J. Hanson, Ph.D.](#)

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### **Compliance Checks or Sting Operations**

In order to be legal, compliance checks or sting operations must be conducted without entrapment. Basically, entrapment is inducing people to commit a crime they are not “predisposed” to commit and would not ordinarily commit. <sup>1</sup>

To avoid losing cases because defendants successfully claim entrapment, the standard compliance check specifies that if a cashier asks for identification, the under age person assisting the sting operation is to immediately cease the attempt to purchase alcohol and leave the establishment. The under age person is not to present a false identification card, give an excuse for not having any I.D., produce an ID that shows the correct age, or otherwise try to obtain an illegal sale after being asked for identification.

Because of legal requirements, sting operations may not be as successful as we might hope. This is because clerks quickly learn how to avoid entrapment, and under age purchasers learn how to demonstrate that they are not part of a sting operation. That is, an under age purchaser need only present a false I.D., make an excuse for not having an I.D., or even present his or her own legitimate I.D. The clerk then realizes that the sale can safely be made because the purchaser isn't involved in a sting operation. <sup>2</sup>

Some law enforcement offices follow different policies to avoid charges of entrapment or might even cross the line and be guilty of illegal entrapment. In some cases, they may permit the under age operatives to offer an excuse or otherwise persist to some degree. However, underage purchasers and clerks quickly become aware of what is locally done in sting operations and adjust their actions accordingly. <sup>3</sup>

In spite of their low effectiveness, sting operations are popular. They satisfy public desire to “clamp down.” They satisfy law enforcement desire to demonstrate that it's taking action and generates public and tax support. They satisfy parental desires to have community support in helping “control and protect” their young people. But what they don't do is satisfy the need to significantly reduce the perceived problem.

Fortunately, there is an effective and inexpensive way to reduce the use and abuse of alcohol by young people. It's called social norms marketing and is based on the fact that most young people incorrectly think that most other young people are drinking and doing so frequently and heavily. Therefore, they feel pressured to engage in

these behaviors to “fit in.” When credible surveys are conducted and the results widely promoted or “marketed,” young people no longer feel the need to consume alcohol or to consume it so frequently or heavily. Study after study has demonstrated the dramatic effectiveness of this technique.

Another advantage of using this approach is that it releases law enforcement officers to engage in other crime prevention and apprehension activities.

To learn more, visit the National Social Norms Resource Center at [www.socialnorm.org](http://www.socialnorm.org), the Alcohol Education Project at <http://academic.hws.edu/alcohol>, or the Montana Social Norms Project at [www.mostofus.org](http://www.mostofus.org).

This page does not provide legal advice or opinion and none should be inferred. For legal advice, always consult a qualified lawyer.

---

## References

1. For a detailed explanation of entrapment, visit Compliance Checks and the Issue of Entrapment at [http://www.geocities.com/uthurs\\_alcove/stings/Entrapment.html](http://www.geocities.com/uthurs_alcove/stings/Entrapment.html)
2. Stings Have Failed. [http://www.geocities.com/uthurs\\_alcove/stings/Failed.html](http://www.geocities.com/uthurs_alcove/stings/Failed.html)
3. *Alcohol Compliance Checks: A Procedures Manual for Enforcing Alcohol Age-of Sale Law*. University of Minnesota. Alcohol Epidemiology Program, 2000. The anti-alcohol Robert Wood Johnson Foundation paid for the preparation and writing of this manual. That may explain why it recommends that the buyer give an excuse for not having identification, even if the clerk refuses to sell the alcohol. The procedure appears to be perilously close to entrapment, if it doesn't actually constitute illegal entrapment. For more on the Robert Wood Johnson Foundation, visit [The Robert Wood Johnson Foundation: Financier of Temperance](#).

Written and edited by:

Prof. David J. Hanson, Ph.D.  
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## Sociology Department

State University of New York  
Potsdam, NY 13676

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

KYLE HANNAH – CASE NO. 19-29V

Meeting Date: August 26, 2019

Item Type: Regular

Contact: Heather Botten 651.450.2569

Prepared by: Heather Botten, Associate Planner

Reviewed by:

**Fiscal/FTE Impact:**

|                                     |
|-------------------------------------|
| <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            |
| <input type="checkbox"/>            |
| <input type="checkbox"/>            |
| <input type="checkbox"/>            |

None

Amount included in current budget

Budget amendment requested

FTE included in current complement

Other

**PURPOSE/ACTION REQUESTED**

Consider a Resolution relating to a Variance to allow a detached accessory building within the required setback of Babcock Trail for property located at 1808 63<sup>rd</sup> Street.

- Requires a 3/5<sup>th</sup>'s vote.
- 60-day deadline: September 9, 2019 (first 60-days)

**SUMMARY**

This item was tabled at the August 12, 2019 City Council meeting due to the applicant not being in attendance.

The applicant would like to construct a 576 square foot detached accessory building 16'6" from the property line along Babcock Trail. The property abuts 63<sup>rd</sup> Street along the front property line and Babcock Trail along the rear property line. 40-feet is the required setback for residential structures as Babcock Trail is a community collector street. The existing home on the property was constructed in 1880 and is located 21 feet from the property line along Babcock Trail. The applicant's property does have some challenging topography, the proposed location provides the least amount of land alteration while meeting the needs of the property owner.

Staff believes adding an accessory building to the site to be a reasonable use of the property. The proposed building does not appear to alter the essential character of the neighborhood as there currently is not an attached or detached garage on the property. The proposed building would comply with other zoning code requirements such as impervious surface, size, number of accessory buildings, and exterior building material requirements.

Engineering has reviewed the request and noted that a storm water management plan would be required for land disturbances over 1,000 square feet. The applicant shall continue to work with the Engineering Department to make sure there would be no adverse effect to the abutting property owners regarding drainage, grading, and erosion control.

Planning Staff: Staff recommends denial of the proposed 16'6" setback variance as staff believes the location to be a convenience to the applicant not a practical difficulty. Staff would support a 21-foot setback based on the location of the existing home and the topographical challenges that limit the buildable area.

Planning Commission: At the August 7, 2019 public hearing, the Planning Commission recommended approval of the 16'6" setback request, with the practical difficulty being the topography on the property (8-0). The applicant was in attendance, no one else spoke at the public hearing.

Attachments: Resolution  
PC Recommendation  
Staff report



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

**RESOLUTION NO. 19-\_\_\_\_\_**

**RESOLUTION APPROVING A VARIANCE TO ALLOW A DETACHED ACCESSORY  
BUILDING WITHIN THE REQUIRED SERBACK FOR BABCOCK TRAIL**

**CASE NO. 19-29V**  
Kyle Hannah

Property located at 1808 63<sup>rd</sup> Street and legally described as follows:

**Lot 12, Block 1, Salem Hills Farm, according to the recorded plat, Dakota County, Minnesota**

**WHEREAS**, the afore described property is zoned R-1C, Single-family Residential;

**WHEREAS**, 63<sup>rd</sup> Street is located at the front of the applicant's property and Babcock Trail is located along the rear of the property;

**WHEREAS**, Babcock Trail is a community collector roadway that requires a 40-foot setback for residential structures;

**WHEREAS**, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

**WHEREAS**, the City of Inver Grove Heights Planning Commission reviewed the request on August 7, 2019 in accordance with City Code Section City Code 10-3-3 C;

**WHEREAS**, a practical difficulty or uniqueness was found to exist based on the following findings:

- a. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.

- b. The location of the accessory building does not appear to have any adverse impacts on the neighboring properties.
- c. The property is unique in that there is about a 15-foot grade change from the front of the home to the front property line making it difficult to access and construct an accessory building in this area.
- d. The property is unique in that there is currently not an attached or detached garage on the site.
- e. The existing home on the property, built in 1880, is currently located 21 feet from the rear property line.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS,** that the variance to allow an accessory building to be located \_\_\_\_-feet from the property line abutting Babcock Trail is hereby approved subject to the following conditions:

- 1. The accessory building shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
- 2. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.

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

Adopted by the City Council of Inver Grove Heights this 26<sup>th</sup> day of August, 2019.

\_\_\_\_\_  
George Tourville, Mayor

Ayes:

Nays:

ATTEST:

\_\_\_\_\_  
Joe Lynch, City Administrator /Deputy Clerk

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights

**FROM:** Planning Commission

**DATE:** August 12, 2019

**SUBJECT:** **KYLE HANNAH – CASE NO. 19-29V**

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a variance to allow a detached accessory building to be located within the front setback requirement, for the property located at 1808 – 63<sup>rd</sup> Street. 4 notices were mailed.

**Presentation of Request**

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the property abuts 63<sup>rd</sup> Street on the front and Babcock Trail along the back. The applicant would like to construct a 576-square foot garage 16.6 feet from the property line along Babcock Trail whereas 40 feet is required. The existing house is setback 21 feet from the property line along Babcock Trail and is considered a legal non-conforming use. Additionally, the site does not have an attached or detached accessory building and the property has topographical challenges that limit the area an accessory building could be constructed without moving a lot of earth. Staff does not support the 16 ½ foot setback being requested but would support a 21-foot setback based on the current established setback of the home. Staff recommends approval of the 21-foot setback with the two conditions listed in Alternative A.

Chair Maggi asked if staff's recommendation for a 21-foot setback was discussed with the applicant and, if so, was he agreeable.

Ms. Botten replied that it was discussed with the applicant, but Mr. Hannah preferred to move forward with his proposed location.

Commissioner Robertson asked for clarification of the right-of-way.

Ms. Botten replied that the property line is 30 feet from Babcock Trail. The applicant is requesting to build a garage 16.6 feet from the property line, or approximately 46 feet from Babcock Trail.

Commissioner Weber asked why the subject property had a larger right-of-way than many of the neighboring properties.

Ms. Botten stated the right-of-way was likely taken by the County or City during platting process. Even though it appeared as if some property lines went to the center of the road, there would still be an easement.

**Opening of Public Hearing**

Kyle Hannah, 2942 Union Ave S, Minneapolis, advised that he was available to answer any questions.

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

Mr. Hannah replied in the affirmative. He advised that he wants to construct a 24' x 24' garage that is even with the front of the home, which is why he is requesting to be 16.6 feet from the property line. He asked if there was any reason this would not be approved.

Chair Maggi replied that from a planning commission perspective the challenge is always to find a practical difficulty because of the rules they are bound by. She noted that City Council; however, has more latitude.

Commissioner Simon asked if the small outbuilding shown on the Dakota County website has been removed.

Mr. Hannah replied in the affirmative, stating he demolished the small shed.

Ms. Botten advised that the photo was from 2017 and the 10' x 10' structure has since been removed.

Commissioner Robertson noted that tree removal was being done elsewhere on the property and asked if there were any other projects taking place on the property.

Mr. Hannah replied that no additional buildings were being constructed, just landscape improvements.

Chair Maggi closed the public hearing.

#### **Planning Commission Discussion**

Chair Maggi asked if anyone could define a practical difficulty.

Commissioner Niemioja believed the topography to be a practical difficulty, in addition to the fact that you would not necessarily want to attach a garage to the historical home.

Commissioner Scales agreed that topography was a practical difficulty.

Commissioner Niemioja did not believe there was much difference between 16.6 feet and 21 feet in terms of any obstruction of visual traffic on Babcock.

Commissioner Scales asked Ms. Botten the reason for staff recommending 21 feet versus 16 ½ feet.

Ms. Botten replied that 21 feet was an established setback that was grandfathered in with the existing house.

Commissioner Robertson asked how the garage would be impacted if they removed five feet to meet the 21-foot setback.

Commissioner Scales replied it would make it unusable.

#### **Planning Commission Recommendation**

Motion by Commissioner Weber, second by Commissioner Scales, to approve the request for a 16 ½ foot variance to allow a detached accessory building to be located within the front setback requirement, for the property located at 1808 – 63<sup>rd</sup> Street, with the conditions listed in the report and the practical difficulty being the topography.

Motion carried (8/0). This item goes to the City Council on August 12, 2019.

# PLANNING REPORT CITY OF INVER GROVE HEIGHTS

---

**HEARING DATE:** August 7, 2019

**CASE NO.:** 19-29V

**APPLICANT & PROPERTY OWNER:** Kyle Hannah

**REQUEST:** Variance from the setback along Babcock Trail

**LOCATION:** 1808 63<sup>rd</sup> Street

**COMPREHENSIVE PLAN:** LDR, Low Density Residential

**ZONING:** R-1C, Single-family residential

**REVIEWING DIVISIONS:** Planning  
Engineering

**PREPARED BY:** Heather Botten  
Associate Planner



---

## **BACKGROUND**

The applicant is proposing to construct a 576 square foot detached garage 16'6" from the property line along Babcock Trail whereas 40 feet is required. Currently there is not an attached or detached garage on the property. The property is .58 acres in size and located in a developed residential neighborhood. The property abuts 63<sup>rd</sup> Street along the front property line and Babcock Trail along the back property line. All property lines that abut a road shall comply with the front yard setback requirements; additionally, roads classified as Collector Roadways such as Babcock Trail, shall have a 40-foot structure setback. The existing house, built in 1880, is setback 21 feet from the property line along Babcock Trail and is considered a legal non-conforming use.

The following specific application is being requested:

- a.) A **Variance** from the setback requirements along Babcock Trail to construct a detached accessory building 16'6" from the property line whereas 40 feet is required.

## **SURROUNDING USES**

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

- North - Residential; zoned R-1C, Single Family Residential; guided LDR, Low density residential
- East - Residential; zoned R-1C, Single Family Residential; guided LDR, Low density residential
- West - Harmon Park; zoned P, Public/Institutional; guided Public Open Space
- South - Residential; zoned R-1C, Single Family Residential; guided LDR, Low density residential

### ENGINEERING

Engineering has reviewed the request and noted that a storm water management plan would be required for land disturbances over 1,000 square feet. The applicant shall work with the City to secure final approval of the construction plans.

### EVALUATION OF THE REQUEST

#### VARIANCE

City Code Title 11, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variance, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

With the exception of the park to the west, the surrounding properties are zoned and developed residential. Allowing an accessory building on the property would be in harmony with the general purpose and intent of the comprehensive plan which is a single-family housing neighborhood. The proposed structure would meet all other zoning code requirements including number and size of accessory buildings, impervious surface and exterior building material requirements.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The applicant is proposing the building within the most reasonable area of the property that provides the least amount of land alteration while meeting the needs of the applicant. The accessory building does not appear to conflict with any other performance standards of the zoning ordinance such as size, impervious surface or building materials.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The property is abutting two streets, 63<sup>rd</sup> Street and Babcock Trail. The proposed structure exceeds the setback requirements from 63<sup>rd</sup> Street and the side property lines. Babcock Trail runs along the back side of the applicants property; the right-of-way from Babcock Trail to the property line is about 30 feet. The property is unique in that due to the location of the home built in 1880, the topography of the property, existing trees, the parcel abutting two streets and the large right-of-way along Babcock Trail the site has some design challenges.



4. *The variance will not alter the essential character of the locality.*

The proposed accessory building does not appear to alter the essential character of the area. The property does not have an existing attached or detached garage. The proposed garage would be located along the side of the existing home; overall the essential character of the locality would not change as most single family homes have an attached or detached garage on the property.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

### **ALTERNATIVES**

The Planning Commission has the following actions available for the proposed requests:

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

- Approval of a **Variance** to allow a detached accessory building to be located within the required setback from Babcock Trail subject to the following conditions:
  1. The accessory building shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
  2. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.

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

### **RECOMMENDATION**

Based on the existing setback established by the legal non-conforming home, staff is recommending denial of the proposed request to locate the accessory building 16'6" from the property line along Babcock Trail. The facts presented do not satisfy the criteria needed to show a practical difficulty to support granting a variance at the proposed location which may be considered a convenience to the applicant, not a practical difficulty.

Staff believes adding a 576 square foot accessory building to be a reasonable use of the residential property. Staff would be in support of a 21-foot setback based on the current established setback of the home. Additionally, the site does not have an attached or detached

accessory building and the property has topographical challenges that limit the area an accessory building could be constructed without moving a lot of earth.

Staff recommends approval of the 21-foot setback with the two conditions listed in Alternative A.

Attachments: Location/Zoning Map  
Applicant Narrative  
Site Plan  
Building Elevations

Re: New Garage construction at 1808  
63<sup>rd</sup> St. E Inner Grove Heights 55077.

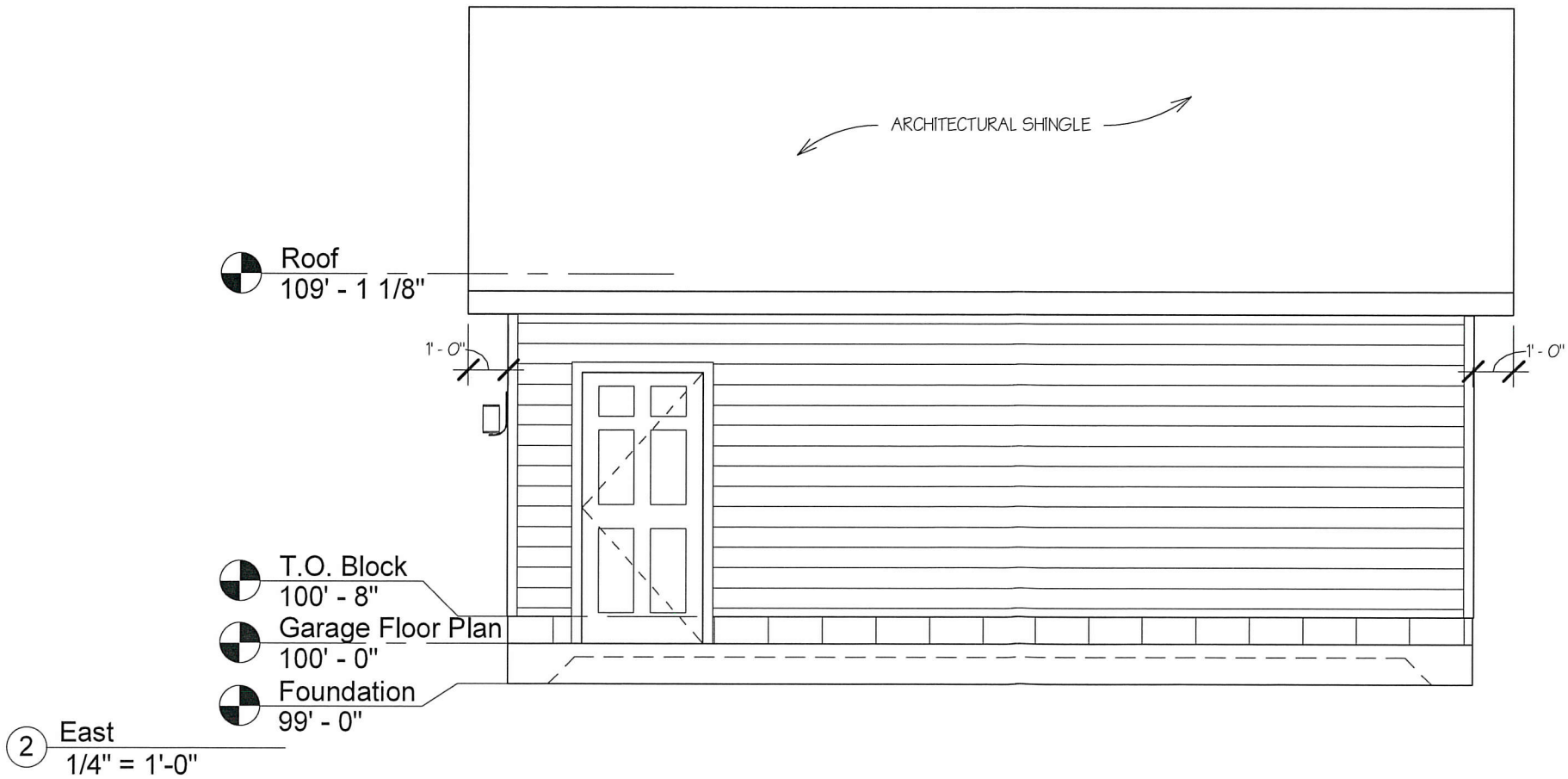
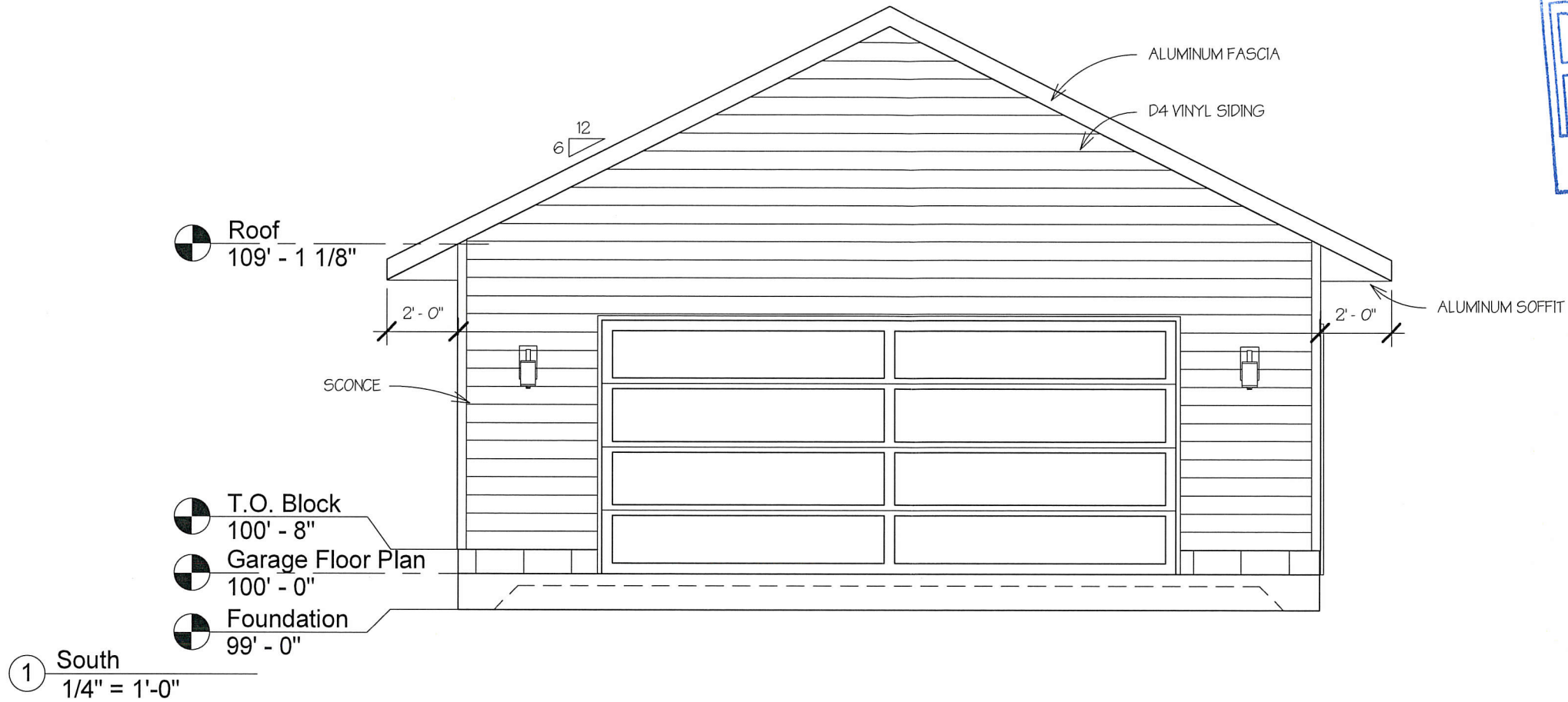
The lot size at 1808 is approximately .63  
acres and the proposed site plan puts the  
garage adjacent to the front of the SFH,  
~~garage~~

Relocation of the garage from the proposed  
site would be a significant investment,  
including: major landscaping, gravel and moving  
earth near 63<sup>rd</sup> St E that would greatly  
increase the budget and timeline of the  
project.

I am submitting this variance asking  
kindly for an approval of the proposed  
site plan.

Thank You,

Kyle Hannah



Elevations

Project number Project Number

Date 12/13/2018

Drawn by SWK

Checked by Checker

Scale 1/4" = 1'-0"

HANNAH

1808 63RD STREET E.

K.D.S.

612-483-4593

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**GATEWAY CHRISTIAN CHURCH - Case No. 19-31PDA**

Meeting Date: August 26, 2019  
 Item Type: Regular Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by:

**Fiscal/FTE Impact:**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | Other                              |

**PURPOSE/ACTION REQUESTED**

Consider an amendment to the Arbor Pointe PUD Ordinance to allow churches as an allowed use in the CSC, Community Shopping Center District.

- Requires a 3/5<sup>th</sup>'s vote.
- 60-day deadline: September 21, 2019 (first 60 days)

**SUMMARY**

Gateway Christian Church would like to operate a church from the vacant Advanced Auto Parts building in Arbor Pointe. Arbor Pointe has its own ordinance governing the development. Churches are not listed as an allowed use in the PUD. The applicant is proposing to amend the ordinance to allow churches in the CSC commercial district.

**ANALYSIS**

The Arbor Pointe retail area along Concord and Broderick had seen a number of vacant retail buildings over the last few years. Recently, there has been a resurgence with businesses moving into the old Rainbow, Ruby Tuesday and Walgreens sites. Staff is concerned that allowing churches in the Arbor Pointe commercial districts may not be in the best interest of the City by limiting commercial re-use of the building for other retail uses. Church ownership would make the property tax exempt.

In areas outside Arbor Pointe, churches are allowed in the public institutional district and as a conditional use in the B-3 District. Gateway Church currently occupies space in the Salem Square shopping center.

**RECOMMENDATION**

Planning Staff: Staff does not support the ordinance change based on the points raised above. If Planning Commission and Council support the request, staff would recommend the amendment be to allow churches as a conditional use in the Arbor Pointe CSC district. That way, all churches would be treated the same if located in commercial zoning districts and provides an opportunity for public comment and review as part of the conditional use permit process.

Planning Commission: The Commission raised some concerns about if the lot and existing parking lot can accommodate the needs of the church. The Commission felt that the church would be a benefit by filling a long standing vacant building and that it brings people into the area on Sundays who would then patronize the stores and restaurants after service. The Commission recommended that the ordinance be changed to allow churches as a conditional use (8-0).

Attachments: Arbor Pointe PUD Ordinance Amendment  
 Planning Staff Report

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

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS ORDINANCE NUMBER 789, AND AS AMENDED FROM TIME TO TIME, TO ALLOW "CHURCH" AS A CONDITIONAL USE IN THE CSC, COMMUNITY SHOPPING CENTER DISTRICT, INCLUDING AMENDED ORDINANCES 809, 826, 843, 846, 921, 922, 979, 980, 981, 982, 1045, 1066, 1085, 1095, 1105 AND 1346.**

The City Council of Inver Grove Heights hereby ordains as follows:

**SECTION I. Ordinance 789, SECTION VI. Land Use Regulations, Permissible Uses, B. Commercial Uses, is hereby amended to add the following as a Conditional Use in the CSC, Community Shopping Center District:**

**CHURCH**

**SECTION II. EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this 26<sup>th</sup> day of August, 2019.

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

AYES:

NAYS:

\_\_\_\_\_  
Joseph Lynch, Interim Deputy Clerk



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

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**CASE NO:** 19-31PDA

**APPLICANT:** Gateway Christian Church

**REQUEST:** Arbor Pointe PUD Ordinance Amendment

**HEARING DATE:** August 20, 2019

**LOCATION:** 9079 Buchanan Trail

**COMPREHENSIVE PLAN:** RC, Regional Commercial

**ZONING:** Arbor Pointe PUD/CSC, Community Shopping Center District

**REVIEWING DIVISIONS:** Planning

**PREPARED BY:** Allan Hunting  
City Planner

---

**BACKGROUND**

An application has been received to amend the Arbor Pointe PUD Ordinance to allow churches to be added to the list of allowed uses in the CSC district. Currently, churches or places of worship are not allowed in the Arbor Pointe PUD.

The applicant would purchase the building and property and remodel the existing 6,972 square foot building to include a worship auditorium, classrooms and offices. The building would be used primarily for Sunday worship but would also have other evening church event use.

The applicant is requesting only an ordinance amendment at this time. If successful, site plan approvals would be required and would go through the public hearing process as well.

The commercial area of Arbor Pointe generally located along Concord Boulevard between Broderick Boulevard and Cahill Avenue has experienced a large vacancy rate with the closures of Rainbow Foods, Walgreens, Advanced Auto Parts and low vacancy in the retail buildings. Over the last couple of years, the area has experienced new activity with the Rainbow Foods building occupied by Intermediate School District 917, Dollar Tree moving into the old Walgreens and Inver Grove Brewing moving into the old Ruby Tuesday site. More businesses have moved into the strip center building along Buchanan Trail.

## **EVALUATION OF THE REQUEST**

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

North -Commercial development; zoned CSC; guided Community Commercial.  
East - Commercial development; zoned CSC; guided Community Commercial  
West - Commercial development; zoned CSC; guided Community Commercial  
South -Commercial; zoned CSC; guided Regional Commercial.

## **ORDINANCE AMENDMENT**

The property is governed by the Arbor Pointe Planned Unit Development. It was approved with a master land use plan and ordinance. Each area was zoned a particular land use based on the plan. In this case, this parcel has been designated CSC since the PUD was approved in 1992. Any change to a land use requires an amendment to the Arbor Pointe Ordinance. The land use table for the CSC district currently does not allow for any type of church or worship use.

The property has been vacant since Advanced Auto Parts closed about 10 years ago.

With that in mind, Staff has prepared some bullet points suggesting pros and cons for the project:

### **PROS**

- Project would fill a building that has been vacant for some time.
- There would be some investment in the building creating offices and worship space.

### **CONS**

- Takes away possible commercial opportunities for a re-use of the building for other retail uses.
- Church ownership would make the property tax exempt.
- Intent of Arbor Pointe Ordinance appears to be designed heavily on retail and service oriented businesses to provide shopping opportunities for the Arbor Pointe residents and promote retail activity for all businesses in the area.

## **ALTERNATIVES**

The Planning Commission has the following actions available on the following requests:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- o Approval of An **Ordinance Amendment** to the Arbor Pointe PUD Ordinance #789 to allow “churches” as an allowed use within the CSC, Community Shopping Center District.
- B. **Denial.** If the Planning Commission does not favor the proposed application, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

### **RECOMMENDATION**

Churches were originally allowed as a permitted use only in the P district, but at some point, the code was changed to allow as a conditional use in the B-3 zoning district. There have been one or two churches that have located in existing multi-tenant commercial buildings. In those cases, the tax exempt issue did not apply as the land was still owned by a separate entity and the church only leased the portion of the building. In this case, the church would like to own the building, thus creating the tax issue. The applicant has indicated a willingness to work with the City to address the tax exempt issue.

Staff does not support the ordinance change based on the points raised above. If Planning Commission and Council support the request, staff would recommend the amendment be to allow churches as a conditional use in the Arbor Pointe CSC district. That way, all churches would be treated the same if located in commercial zoning districts and provides an opportunity for public comment and review as part of the conditional use permit process.

Attachments: Location Map  
Applicant Narrative





# Location Map

## Case No. 19-31PDA







July 22, 2019

City of Inver Grove Heights  
Attn: Allan Hunting, City Planner  
8150 Barbara Ave  
Inver Grove Heights, MN 55077

RE: Request for an Amendment to the PUD at  
Arbor Pointe Planned Unit Development For:  
Gateway Christian Church – 9079 Buchanan Trail

Gateway Christian Church is seeking a request for an Amendment to the PUD at Arbor Point Planned Unit Development to allow a church on this property. Gateway Christian currently has a purchase agreement on this site and is excited about this location for their new home

**HISTORY NARRATIVE:**

Gateway Christian Church was planted by God as a seed in Pastors Richard and Sarah Farrell, and Pastor Jeremiah and Katelyn Jones', hearts in early 2013. Upon meeting and discussing what God had placed in their hearts, they decided to move forward and start the process of planting a new church in the southern Twin Cities Metro area. Sunday, September 8, 2013 Gateway Christian Church was born. Our first service was held in Pastors Richard and Sarah Farrell's living room and 11 people attended. God has been blessing us greatly since that first Sunday. He has provided everything that we have needed to continue His work. Gateway moved from a living room to a retail space on Blaine Avenue in Inver Grove Heights. The space was 1,500 square feet and there was room for 50 people. We held our first Christmas Eve Service and Easter Sunday Service in that building, many lives were changed. God continued to move and it was becoming obvious that a new building was necessary. In July of 2014, Gateway moved to its current location on South Robert Trail in Inver Grove Heights. The larger space gave us a bigger worship space, a children's church room, nurseries, a youth room, a Sunday School room and offices. In January of 2019, we received notice that we would have to move out of our South Robert Trail Location.

**PROPOSED USES:**

The proposed plan for Gateway Christian Church on this site consists of remodeling the existing new 6,972 sf facility. The remodeled facility would include a lobby space as you enter the building, a worship auditorium, classrooms, administrative offices, as well as toilets, storage and utility spaces. The building would be used primarily on Sunday Mornings with 9:00am Christian Education and a 10:00am service and fellowship. Office hours would be kept during the week from 8 am to 5 pm. Holiday Services, Worship Nights, Community Meetings and Events, and other special services will be held in the building.

## Agenda Item 7C

**Gateway Christian Church – Case No. 19-31PDA – Consider an Amendment to the Arbor Pointe PUD Ordinance to Allow Churches as an Allowed Use in the CSC, Community Shopping Center District**

**Attached are four emails regarding this agenda item.**

— RECEIVE INTO RECORD. —



Date: August 25, 2019

To: Inver Grove Heights City Council Members

Subject: Case No. 19-31PDA Gateway Christian Church

Dear Council,

I am writing to voice my opposition to the proposed planned unit development amendment to allow a church to be an allowed use in the CSC district within the Arbor Pointe PUD. I would ask the Council to consider very seriously Planning Staff's recommendation to not support the amendment change.

I believe very strongly that the Arbor Pointe Commercial Shopping Center District is not an appropriate area for the location of a church. I am opposed to the location of a church in that area for the following reasons:

1. Allowing a church to purchase the property will make it tax exempt. As a resident of Inver Grove Heights I do not want any property that has the potential to generate revenue for the City and benefit all Inver Grove residents to be removed from the tax rolls. It is my understanding that there are areas of the city that are zoned to allow a church without an amendment being necessary. It is my opinion that the Church should look for a location in an area already zoned for that use.
2. Recently there has been a resurgence of activity in the area with new businesses opening and the vacant store fronts beginning to fill up again. These businesses are taking a chance and investing in the area. The owners of Inver Grove Brewing in particular are investing a great deal of time and money to create a destination that is particularly interesting and has the potential to draw business from all over the Twin Cities. I personally have mentioned it to friends, family and co-workers from all over the area and their immediate response is "I can't wait to try it." I believe Inver Grove Heights owes it to these businesses to have the opportunity to establish and grow their businesses. I also believe that business draws more business and there is the possibility that the property could become an income generating location once again adding to the vitality of the area. Allowing a storefront church in this area will have a negative impact and appearance not a positive one.
3. The property in question is not appropriate for a church. I have the same concerns expressed by some members of the Planning Commission regarding the building and parking area. Parking is limited in that area and will become an issue. There is also access from the street through that parking lot into the Dollar Tree location that could present a danger.
4. During the Planning Commission meeting August 22<sup>nd</sup>, I was upset to see the Planning Commission seemingly disregard the advice and opinion of the professional Planning Staff. The decision to move ahead seemed more rooted in nostalgia than a realistic assessment of the situation. I heard a couple of the Planning Commission members waxing nostalgic about what

(2ND page on back)

their parents did or where they went on Sunday after church or Wednesday night and appeared to make their decision based on that. Well, I'm nostalgic too. I'm nostalgic for 2004 when I moved into my home in Ashwood Ponds. I'm nostalgic for the days when Walmart, my two banks, grocery store, gas station and pharmacy were all within walking distance. I believe we can have some of that again if we give the new businesses a chance establish themselves, prosper and keep that location available for its original intended purpose. I am opposed to any church of any denomination being located in Arbor Pointe but I believe this church is an especially poor fit for the area and will not bring the desired results envisioned by the Planning Commission. This is a congregation of approximately 50 people whose beliefs do not allow them to drink alcohol or use tobacco thus precluding them from patronizing the Inver Grove Brewery, Arbor Pointe Liquor or essentially any of the neighboring businesses. During the Planning Commission meeting the Pastor also noted that among the activities at the church political speakers are invited to their congregation which for me raises a whole other level of concern about the legitimacy of their tax exempt status and why the Council would approve letting this property be removed from the tax base.

I believe it will be a grave error and a slippery slope this city does not want to go down if this amendment is allowed to pass. I do not believe it is fair to the 1000 plus families of Arbor Pointe (most of whom have no idea this coming at them due to a lack of notification), the businesses that are investing in the future of Arbor Pointe and the community at large to allow this amendment to pass, change the property to tax exempt and alter the character of the area forever for a small number of people who are unlikely to patronize the neighboring businesses and contribute financially to the success of Arbor Pointe.

Thank you for your time.

Respectfully,

Linda J. Vizenor

8740 Concord Court

Inver Grove Heights, MN 55076

## Kathy Fischer

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**From:** Joe Lynch  
**Sent:** Monday, August 26, 2019 7:58 AM  
**To:** Heather Rand; Kathy Fischer  
**Subject:** FW:

Another email for th record tonight. I will print these out and have a hard copy at the meeting. Kathy, can you make copies for the Council and Attorney?

**From:** Kara Perry <kperry@invergroveheights.org>  
**Sent:** Sunday, August 25, 2019 3:24 PM  
**To:** Joe Lynch <jlynch@invergroveheights.org>  
**Subject:** Fw:

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**From:** Katie Lowe <katielowe74@gmail.com>  
**Sent:** Sunday, August 25, 2019 10:04 AM  
**To:** George Tourville <[gtourville@invergroveheights.org](mailto:gtourville@invergroveheights.org)>; Tom Bartholomew <[tbartholomew@invergroveheights.org](mailto:tbartholomew@invergroveheights.org)>; Rosemary Piekarski-Krech <[rpiekarskikrech@invergroveheights.org](mailto:rpiekarskikrech@invergroveheights.org)>; Kara Perry <[kperry@invergroveheights.org](mailto:kperry@invergroveheights.org)>; Brenda Dietrich <[bdietrich@invergroveheights.org](mailto:bdietrich@invergroveheights.org)>  
**Subject:**

Good Morning Mayor Tourville and Councilmembers,

Thank you for the time and energy you put into serving the City of Inver Grove Heights!

We are Inver Grove Heights residents. We live at 7553 Alpine Ct, which is in the planned community across from Target.

We're writing in support of the planned unit development amendment for Inverpointe Business Park. As residents who lives close to a business which has delivery trucks traveling to and from their business each day, we can attest that the trucks have never bothered us. In fact, we've never been aware of when delivery trucks have come and gone. From what we know, our home is in a similar location to what the homes next to the current Inverpointe Business Park are.

(2nd page on back)

In addition, the additional revenue provided by this development would support and improve local projects and services that are vital to the City of Inver Grove Heights and its residents. This would help ensure the City of Inver Grove Heights continues to thrive into the future.

Thank you for taking all the information into account and thinking about how this decision affects all residents, the growth of the City and the residual effects it will have, either positive or negative, for the years to come.

Katie and David Lowe



## Kathy Fischer

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**From:** Joe Lynch  
**Sent:** Monday, August 26, 2019 7:59 AM  
**To:** Heather Rand; Kathy Fischer  
**Subject:** FW: Request to amend the Arbor Pointe PUD to allow a church as a permitted use

More emails for the record tonight.

**From:** Kara Perry <[kperry@invergroveheights.org](mailto:kperry@invergroveheights.org)>  
**Sent:** Sunday, August 25, 2019 3:24 PM  
**To:** Joe Lynch <[jlynch@invergroveheights.org](mailto:jlynch@invergroveheights.org)>  
**Subject:** Fw: Request to amend the Arbor Pointe PUD to allow a church as a permitted use

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**From:** VICKIE VARS <[vvatashwoodponds@msn.com](mailto:vvatashwoodponds@msn.com)>  
**Sent:** Sunday, August 25, 2019 1:47 PM  
**To:** Kara Perry <[kperry@invergroveheights.org](mailto:kperry@invergroveheights.org)>  
**Subject:** Request to amend the Arbor Pointe PUD to allow a church as a permitted use

Councilwoman Perry,

I am a 20 year resident of the Arbor Pointe area and I am strongly opposed to the proposed amendment to allow a church to be a permitted use. The area has recently benefitted from an upswing in tenants and I believe the addition of the Dollar Tree store as well as the brew pub currently under construction will draw new customers to the area and help attract more new businesses. I know the auto parts store has been empty for years, but I don't understand how losing the tax base will benefit the city as a whole. Introducing a church into that area will forever change the character of the site. Parking will become an issue, there is no outside space for families and children to gather as is common with most church locations, and in general is simply not a good fit for the area.

I am also disappointed in the notice, or rather lack of notice, to the 1000 households in Arbor Pointe. The residents have been very responsive to efforts by the city council to improve the business climate in the area. Meetings with residents have been well attended, the Arbor Pointe Master Association consistently works to improve the appearance of the area, and many of our residents use the services of local businesses.

The commercial area in question is in our neighborhood and I believe our voices should be heard.

Thank you for your consideration,  
Vickie Vars  
8755 Coffman Path  
IGH

Sent from [Mail](#) for Windows 10

## Kathy Fischer

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**From:** Joe Lynch  
**Sent:** Monday, August 26, 2019 7:59 AM  
**To:** Heather Rand; Kathy Fischer  
**Subject:** FW: Church in Arbor Point

And... another email on the Church for tonight.

**From:** Kara Perry <kperry@invergroveheights.org>  
**Sent:** Saturday, August 24, 2019 5:27 PM  
**To:** Joe Lynch <jlynch@invergroveheights.org>; Heather Rand <hrand@invergroveheights.org>  
**Subject:** Fw: Church in Arbor Point

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**From:** Sandy DeRocker <sandyderock@gmail.com>

**Sent:** Saturday, August 24, 2019 2:24 PM  
**To:** Kara Perry  
**Subject:** Church in Arbor Point

Hello,

I attended the planning committee meeting on August 20th. I was so impressed by Heather Rand's commitment to try for new business to come to the area and not specifically a store front church.

Something that bothered me was when the gentleman that runs the church said it will be used for weddings, funerals and political events. I was not sure why they would want to hold political events there. Also he said at the beginning of his speech that it would basically be used on Sundays. Then he stated that something would be going on there seven days a week. He also stated that it would add so much business to the eateries in the area. If you read on their web site they plan pot luck meals for themselves. Another church member stood up and said they would love to all go to breakfast on Sundays. Where would that be in Inver Grove Heights? So I was curious as to what he was talking about.

I think most people would like a business to move in. And the two new establishments need time to get their businesses going. Maybe offer new businesses a tax break. But please NO church. Inver Grove Heights has enough.

Thank you,  
Sandy DeRocker  
8744 Concord Ct



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**UNITED PROPERTIES - Case No. 19-28PDA**

Meeting Date: August 26, 2019  
 Item Type: Regular Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by:

**Fiscal/FTE Impact:**

- |                                            |                                    |
|--------------------------------------------|------------------------------------|
| <input checked="checked" type="checkbox"/> | None                               |
| <input type="checkbox"/>                   | Amount included in current budget  |
| <input type="checkbox"/>                   | Budget amendment requested         |
| <input type="checkbox"/>                   | FTE included in current complement |
| <input type="checkbox"/>                   | Other                              |

**PURPOSE/ACTION REQUESTED**

Consider a Preliminary and Final PUD Amendment and Amendment to the Development Contract for Inverpoint Business Park located between Hwy 55 and Courthouse Boulevard Court, west of Barnes Avenue.

- Requires a 3/5<sup>th</sup>'s vote.
- 60-day deadline: September 7, 2019 (first 60 days)

**SUMMARY**

The applicant has submitted an application which consists of an amended preliminary and final PUD development plan for the Inverpoint Business Park. The amendment addresses a request to; 1) alter the conditions relating to allowed hours of operation, 2) Modifying the landscape plan to add additional plantings along Courthouse Boulevard, including allowing plantings within the road right-of-way, 3) constructing a public trail along the south side of Courthouse Boulevard Court with phase 1 of the project.

**ANALYSIS**

- 1) Hours of Operation. The applicant is requesting;
- a) the restriction on both idling of truck engines and deliveries be restricted only between 10:00 p.m. and 6:00 a.m.
  - b) The hours restricting hours of operation for the building overnight be removed.
  - c) Modify language to clarify truck terminals shall not be allowed.

*Staff has no concerns with the requested time changes. Staff does not typically recommend limited hours of operation and did not recommend such with the original approval.*

- 2) Modify the approved landscape plan by adding an additional 89 trees at the front of complex along Courthouse Boulevard Court. This will enhance the landscaping and provide additional buffer from the residents across the street

*The additional trees would be placed far enough away from the road surface that they would not pose traffic or road maintenance problems.*

- 3) Construct the pedestrian trail along the south side of Courthouse with phase 1. Applicant is proposing to construct this amenity with phase 1.

*The 2040 Comprehensive Plan identifies a trail segment along Courthouse Boulevard Court at this location to be constructed at some point in time. This overall guidance plan does not specify which side of the road a trail should be placed. The Parks and Recreation Director supports the trail being constructed at this time and would support the trial being constructed on either side of Courthouse Boulevard.*

### Signage/Traffic Issues

During discussion at the Planning Commission meeting, residents raised concerns about truck traffic using Annalisa Path as a route to the site. Condition #28 from the preliminary PUD approval already addresses restricting truck traffic on Annalisa Path. The condition states “The City shall post a “local traffic only” sign in the vicinity of the Courthouse Boulevard Court/Annalisa Path intersection and at the Ann Marie Trail/Hwy 3 intersections.” There is also a condition stating the developer must post internal signage at each exit point indicating semi-truck traffic to turn left and use Courthouse to Barnes Avenue.

There was further discussion asking if specific signage referencing “no access to Inverpoint Business Park” could be added to the sign on Hwy 3. The Public Works Director has noted that in order to install a sign that would be visible before a truck turned on to Ann Marie Trail, we would need MnDOT approval for installation of a sign in their right-of-way. Staff is waiting for a response from MnDOT concerning this request. These types of sign warnings are difficult to control and may not be enforceable. There are many other trucks making deliveries for goods and services needed by tenants in the business park that might use Ann Marie Trail as access. Trying to control semi-truck traffic on Ann Marie Trail from Hwy 3 could have other unintended consequences.

Concerns about the condition of Courthouse Boulevard Court and the potential impact due to traffic associated with the planned development were also voiced at the Planning Commission meeting. As part of the original approval for the development, the developer agreed to pay for a mill and overlay at Courthouse Boulevard Court. That was completed in 2008 and it included the reconstruction of a segment of Courthouse Boulevard Court to bring the entire road up to a nine-ton per axle spring load rating. This meets the highest strength rating for streets in the City’s system.

### **RECOMMENDATION**

Planning Staff: Staff has no concerns with the requested time changes. Staff does not typically recommend limited hours of operation and did not recommend such with the original approval. Staff supports the changes to the landscape plan enhancing tree plantings at the main entrances. Staff supports construction of the trail and is also flexible on timing and location on either side of the road.

Planning Commission: The Planning Commission made recommendations on the three main change requests. The Commission supported changing the evening hour restriction to 10:00 pm, but were split on allowing the change to 6:00 a.m. They also supported the condition restricting hours of operation for the building overnight be removed.

The Commission supported the change to the landscape plan.

The Commission also recommended that condition #6 relating to the timing of the pedestrian trail remain as is and leave it as an option for the City to install once the first phase of the development is constructed rather than install with phase 1. Their concerns reflected the split support for the trail by the nearby residents.

Attachments: Arbor Pointe PUD Ordinance Amendment  
Resolution approving the PUD Amendment  
Planning Staff Report

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AMENDMENTS TO THE PRELIMINARY AND FINAL  
PUD AND DEVELOPMENT AGREEMENT FOR THE INVERPOINT BUSINESS PARK**

**CASE NO. 19-28PDA  
(United Properties)**

**WHEREAS**, a Planned Unit Development (PUD) amendment application has been submitted to the City for property legally described as;

**Lot 1, Block 1, Outlots A and B, Inverpoint Business Park, Dakota County, Minnesota**

**WHEREAS**, a public hearing concerning the PUD amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on August 7, 2019;

**WHEREAS**, changes to Resolution #08-39, Preliminary Conditions of approval changes include:

- #1. Amending list of approved plans to include new landscape plans dated 7/27/19.
- #29. Between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., trucks and trailers shall not be allowed to idle their engines on the property and trucks and trailers shall not be allowed to stop or park on the property with engines, air-conditioning units or refrigeration units running except for a fifteen (15) minute interval when initially arriving and parking at the parking lots or docks. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage that states such restrictions. The Owner of the property is responsible to enforce such restrictions.
- #30. Between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., there shall be no deliveries by trucks and trailers and there shall be no loading or unloading of trucks and trailers. The word "truck" shall have the same meaning as defined in Minnesota Stat.

169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage stating that no deliveries by truck will be accepted or will occur and that no loading or unloading will occur between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m. The Owner of the property is responsible to enforce such restrictions.

- #31. ~~Between the hours of 11:00 p.m. and 7:00 a.m., the businesses on the property shall not be in operation, except for building interior maintenance, security monitoring, and employee office use; in no event shall product and material distribution, warehousing, loading and unloading, deliveries or operation of warehouse equipment and machinery take place between 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.~~
- #34. No ~~over the road trucking or shipping operations and no~~ truck terminals, as defined as a specialized distribution building for redistributing goods from one truck to another, serving an intermediate transfer point, and used primarily for staging loads (rather than long-term storage), shall be allowed to operate from the property.

WHEREAS, changes to Resolution #08-189, Final Conditions of approval changes include:

- #1. Amending list of approved plans to include new landscape plans dated 7/27/19.
- #4. Between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., trucks and trailers shall not be allowed to idle their engines on the property and trucks and trailers shall not be allowed to stop or park on the property with engines, air-conditioning units or refrigeration units running except for a fifteen (15) minute interval when initially arriving and parking at the parking lots or docks. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage that states such restrictions. The Owner of the property is responsible to enforce such restrictions.
- #5. ~~Between the hours of 11:00 p.m. and 7:00 a.m., the businesses on the property shall not be in operation, except for building interior maintenance, security monitoring, and employee office use; in no event shall product and material distribution, warehousing, loading and unloading, deliveries or operation of warehouse equipment and machinery take place between 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.~~
- #6. Between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., there shall be no deliveries by trucks and trailers and there shall be no loading or unloading of trucks and trailers. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage stating that no deliveries by truck will be accepted or will occur and that



no loading or unloading will occur between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m. The Owner of the property is responsible to enforce such restrictions.

- #7. No ~~over the road trucking or shipping operations and no~~ truck terminals, as defined as a specialized distribution building for redistributing goods from one truck to another, serving an intermediate transfer point, and used primarily for staging loads (rather than long-term storage), shall be allowed to operate from the property.

**WHEREAS**, changes to the Development Contract for Inverpoint Business Park include:

Exhibit B - change landscaping plan dates to 7/27/19.

Exhibit E - changes to item #5.

- d. Between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., trucks and trailers shall not be allowed to idle their engines on the property and trucks and trailers shall not be allowed to stop or park on the property with engines, air-conditioning units or refrigeration units running except for a fifteen (15) minute interval when initially arriving and parking at the parking lots or docks. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage that states such restrictions. The Owner of the property is responsible to enforce such restrictions.
- e. ~~Between the hours of 11:00 p.m. and 7:00 a.m., the businesses on the property shall not be in operation, except for building interior maintenance, security monitoring, and employee office use; in no event shall product and material distribution, warehousing, loading and unloading, deliveries or operation of warehouse equipment and machinery take place between 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.~~
- f. Between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., there shall be no deliveries by trucks and trailers and there shall be no loading or unloading of trucks and trailers. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage stating that no deliveries by truck will be accepted or will occur and that no loading or unloading will occur between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m. The Owner of the property is responsible to enforce such restrictions.
- g. No ~~over the road trucking or shipping operations and no~~ truck terminals, as defined as a specialized distribution building for redistributing goods from one truck to another, serving an intermediate transfer point, and used primarily for staging loads (rather than long-term storage), shall be allowed to operate from the property.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS** that, Resolution No's 08-39 and 08-139 and the Development Contract for the Plat of Inverpoint Business Park are hereby approved as stated above.

Passed this 26th day of August, 2019.

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Joseph Lynch, Interim Deputy Clerk



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

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**CASE NO:** 19-28PDA

**APPLICANT:** United Properties

**REQUEST:** Preliminary and Final PUD Development Plan Amendment

**HEARING DATE:** August 7, 2019

**LOCATION:** Between Hwy 55 and Courthouse Boulevard Court, west of Barnes Avenue

**COMPREHENSIVE PLAN:** Industrial Office Park

**ZONING:** IOP, Industrial Office Park

**REVIEWING DIVISIONS:** Planning  
Engineering

**PREPARED BY:** Allan Hunting  
City Planner

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**BACKGROUND**

The applicant has submitted an application which consists of an amended preliminary and final PUD development plan for the Inverpointe Business Park. The amendment addresses a request to; 1) alter the conditions relating to allowed hours of operation, 2) Modifying the landscape plant to add additional plantings along Courthouse Boulevard, including allowing plantings within the road right-of-way, 3) constructing a public trail along the south side of Courthouse Boulevard Court with phase 1 of the project.

**EVALUATION OF THE REQUEST**

**PRELIMINARY AND FINAL PUD DEVELOPMENT PLAN AMENDMENT**

In 2007, The City approved a preliminary PUD for a 3 lot, 5 building 470,620 square foot office/warehouse development.

In 2008, the City approved a final PUD for phase 1 consisting of one lot, 2 building 200,000 square feet office/warehouse.

The landowner has graded the site, installed utilities, constructed retaining walls and storm water improvements. At the same time, the recession hit slowing the economy and as a result no building permits have been ever issued. The applicant is now proposing to continue with development of the parcel and develop phase 1. The applicant is requesting some modifications to the approved

conditions relating to the hours of operation restrictions and one use condition that were approved. In order to make the site more palatable to tenants, some of the hour restrictions need modification.

1. Hours of Operation/Use. The City Council approved the preliminary plat and PUD with conditions that limited hours of operation. These were conditions #29, 30, 31.

**Condition No. 29.** The applicant is requesting the hours restricting idling of engines be changed from 8:00 p.m. and 7:00 a.m. to *10:00 p.m. and 6:00 a.m.*

**Condition No. 30.** The applicant is requesting the hours of deliveries be changed from 8:00 p.m. and 7:00 a.m. to *10:00 p.m. and 6:00 a.m.*

**Condition No. 31.** The applicant is requesting the condition limiting use of the building overnight be removed.

Staff has no concerns with the requested time changes. Staff does not typically recommend limited hours of operation and did not recommend such with the original approval. City Council added the conditions during their review of the application.

**Condition No. 34.** The applicant is requesting a re-wording of the condition to be more specific that truck terminals are not allowed.

Staff has no concerns with this language change.

These same conditions were carried over to the Final PUD approval for phase 1. These would be conditions #4, 5, 6, 7. The applicant is requesting the proposed changes be made to the Final PUD as well.

Staff has no concerns with the changes to the final PUD approval.

2. Landscape Plan Enhancements. The applicant is proposing to add additional trees along the front of the property to enhance and screen the project. The trees, however, would be planted within the right-of-way of Courthouse Boulevard. The Engineering department has reviewed the plan and makes comment because the trees would be within the public right-of-way. City policy is “No trees in ROW” for primarily safety and maintenance. If an exception is made, the following conditions would apply:

- 1) No trees near sight triangles of Public streets AND COMMERCIAL OR PRIVATE DRIVEWAYS
- 2) A maintenance agreement holding the Property Owner responsible for maintenance and or future removals.
- 3) Minimum distance from centerline of 35’.

- a. This is about 5' inside ROW adjacent to InverPoint site, or about 23' from the edge of pavement (7/3/19 Landscape plan submittal shows some trees located within 10' of the edge of pavement.)

A modification to the planting location policy could be handled through the PUD process. The Arbor Pointe PUD was approved with boulevard trees, so this has been allowed in the past.

The applicant has provided a revised landscape plan that provides for additional boulevard plantings meeting the requirements set forth by Engineering. These would become the approved landscape plan for this phase and future phases. A maintenance agreement would be prepared and approved by Council.

3. Pedestrian Trail. Condition #6 of the preliminary PUD approval discusses a trail along the south side of Courthouse Boulevard Court. The condition stated the City may install the trail after the first 200,000 square feet of project was occupied. United Properties is now proposing to pay for and construct the trail as originally intended with the project. The applicant has held two neighborhood meetings in 2019 as they were ramping up the project again. The neighborhood appears to be in support of the trail but there were many opinions. If the Planning Commission and City Council approve the changes to the conditions, the applicant would then begin some detailed design and meet with the neighbors to address any concerns they may have regarding location in the boulevard.

The Parks and Recreation Director and Planning Staff are in favor of the applicant constructing the trail on the south side with the development of the first phase of the project.

## **ALTERNATIVES**

The Planning Commission has the following actions available for the request:

- A. Approval. If the Planning Commission finds the application to be acceptable, the following action should be taken:

Approval of the following:

1. Amendments to the Preliminary PUD and Final PUD conditions of approval; specifically, conditions #29, 30, 31 and 34 from Resolution #08-39, and conditions #4, 5, 6, and 7 from Resolution #08-189 relating to hours of operation.
2. Amendment to the overall landscape plan adding plantings along the front of the property and in the right-of-way with the following conditions:
  - a) No trees near sight triangles of Public streets AND COMMERCIAL OR PRIVATE DRIVEWAYS.
  - b) A maintenance agreement holding the Property Owner responsible for maintenance and or future removals.
  - c) Minimum distance from centerline of 35'.

- d) This is about 5' inside ROW adjacent to InverPoint site, or about 23' from the edge of pavement (7/3/19 Landscape plan submittal shows some trees located within 10' of the edge of pavement.)
- 3. Amendment to condition #6 of Resolution 08-39 that United Properties will install the trail with this phase of the development. If Council approves the concept of a trail on the south side of Courthouse Boulevard, the applicant will be required to work with the landowners while preparing detailed plans of the trail alignment and construction. Final trail designs to be approved by the City Council.
- B. **Denial.** If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

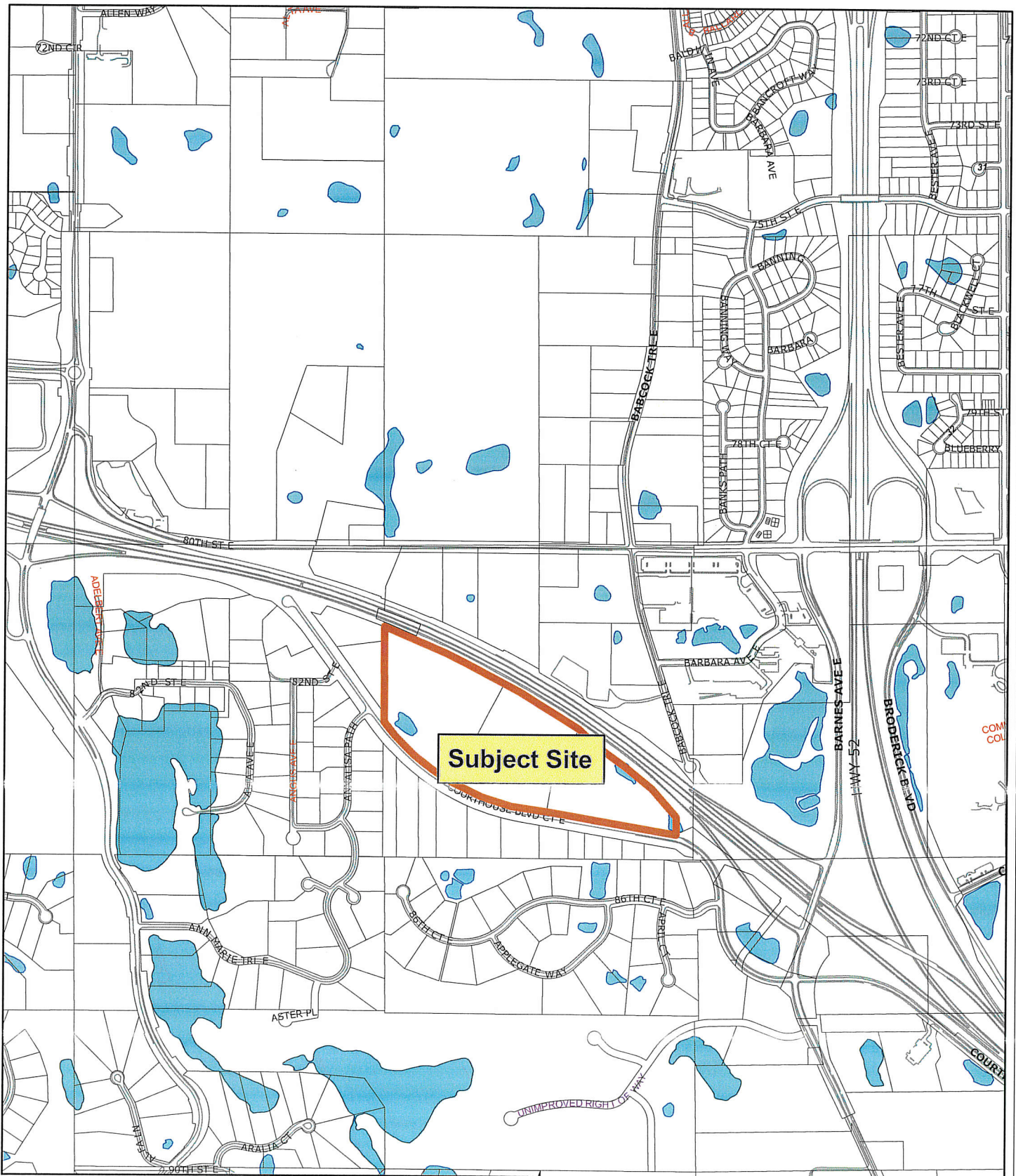
### **RECOMMENDATION**

Staff supports the changes to the conditions of approval, landscape plan and proposed trail. At time of City Council review, the conditions in the development agreement would be changed and a boulevard landscape maintenance agreement would be prepared and approved. The direction of the trail alignment will be finalized by City Council.

### **ATTACHMENTS:**

- Location Map
- Applicant Narrative
- Approved Phase 1 Site Plan
- Preliminary Conditions of Approval
- Final Phase 1 Conditions of Approval
- Revised Landscape Plan (3 sheets) dated 7/27/19
- Illustrative Plan of Proposed Enhancements





**PUD AMENDMENT**  
**UPDATED SUBMITTAL NARRATIVE**

**INVERPOINT BUSINESS PARK**  
**INVER GROVE HEIGHTS, MINNESOTA**  
**July 25, 2019**

In 2008, United Properties purchased approximately 48 acres of land to develop an office/warehouse business park and had their development plans approved through the City Council. The Development Contract between United Properties and the City of Inver Grove Heights included certain language that restricted business operations within the approved business park. Over the past 10+ years of marketing efforts, it has been proven that the intensity of these operating restrictions has caused the site to be unmarketable for business operations. In 2018, United Properties approached city staff about relaxing these operating restrictions. As a first step, city staff guided United Properties to engage the surrounding neighborhood of the proposed development. A set of neighborhood meetings were held in which the community shared their comments about the development plans and proposed Development Contract language changes; the recurring theme of neighbor comments involved safety (Courthouse Boulevard driving speeds), noise, and light pollution. After hearing their feedback, United Properties revised their development plans to add a sidewalk/biking trail and additional landscaping/screening – these revised plans are what is being submitted as part of this PUD Amendment. Although many of the neighbors said they would rather the site remain vacant, we believe our willingness to work with them and come together for a collaborative positive outcome was appreciated. We also believe they view United Properties' office/warehouse plans as the preferred land use over multi-family, self-storage, or other similar uses because of its limited traffic use in the evenings and on weekends. The following revised plans were presented and discussed:

DEVELOPMENT PLAN CHANGES:

- Install a sidewalk/**trail** (8.5' wide, asphalt) on the south side of Courthouse Boulevard Court at the time of phase I building development
  - Install lighting alongside the walking/biking path (pole lighting, 1 pole every 200 linear feet)
- Work with neighbors to formulate a plan-of-action about a speed limit change on Courthouse Boulevard Court, help weigh risks of triggering a MnDOT traffic study
- Provide additional landscaping/screening from the business park
  - 89 additional trees have been added to the landscape plan
    - Mix of evergreen, overstory (oak, elm, hickory, sugar maple, etc.), and ornamental (dogwood, Japanese maple, lilac) trees
  - Targeted fencing for additional screening at driveway entrance locations
  - **Per review with the City the following guidelines are contemplated in the updated plans:**



- No trees near sight triangles of Public streets AND COMMERCIAL OR PRIVATE DRIVEWAYS
- A maintenance agreement holding the Property Owner responsible for maintenance and or future removals.
- Minimum distance from centerline of 35'.
  - This is about 5' inside ROW adjacent to InverPoint site, or about 23' from the edge of pavement (7/3/19 Landscape plan submittal shows some trees located within 10' of the edge of pavement.)

Final construction design plans and details will be submitted after Council approval of the Amended PUD.

#### DEVELOPMENT CONTRACT LANGUAGE PROPOSED CHANGES:

- **Restrictions Regarding Idling [5(d)]:** Between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., trucks and trailers shall not be allowed to idle their engines on the property and trucks and trailers shall not be allowed to stop or park on the property with engines, air-conditioning units or refrigeration units running except for a fifteen (15) minute interval when initially arriving and parking at the parking lots or docks. The word “truck” shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage that states such restrictions. The Owner of the property is responsible to enforce such restrictions.
- **Restrictions Regarding Deliveries [5(e)]:** Between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., there shall be no deliveries by trucks and trailers and there shall be no loading or unloading of trucks and trailers. The word “truck” shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage stating that no deliveries by truck will be accepted or will occur and that no loading or unloading will occur between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m. The Owner of the property is responsible to enforce such restrictions.
- ~~**Restrictions Regarding Hours of Operation [5(f)]:** Between the hours of 11:00 p.m. and 7:00 a.m., the businesses on the property shall not be in operation, except for building interior maintenance, security monitoring, and employee office use; in no event shall product and material distribution, warehousing, loading and unloading, deliveries or operation of warehouse equipment and machinery take place between 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.~~
- **Restrictions Regarding Trucks [5(g)]:** No ~~over the road trucking or shipping operations and no~~ truck terminals, as defined as a specialized distribution building for

redistributing goods from one truck to another, serving an intermediate transfer point, and used primarily for staging loads (rather than long-term storage), shall be allowed to operate from the property.

### **CONCLUSION/REQUEST**

We are seeking city approval of the revised development contract language in exchange for the proposed development plan changes. In addition to these proposed development plan changes, United Properties' approved office/warehouse building plans already include landscaping and building image considerations that are "above market standard." United Properties' proposed development plans reflect a carefully proportioned project that is marketable to the business community. The 470,000 square foot business park is made up of five (5) buildings that are right-sized for multi-tenant flexibility and will serve tenants in the 25% finish range. United Properties estimates 870 jobs and \$25,000,000 in taxable value (\$900,000 in annual real estate taxes) will be created with this development. The southeast Twin Cities, and Inver Grove Heights in particular, is primed for new, Class-A, office/warehouse development. Tenant and investor demand are at an all time high for developable land sites near communities with good labor, proximity to Minneapolis and Saint Paul's downtown districts, and connectivity to highway systems. This development will catch the interest of businesses located in cities such as Burnsville, Eagan, and Mendota Heights, and will bring additional daytime population to Inver Grove Heights to eat, shop, and bring activity to local business. United Properties believes the proposed development plans are a fair exchange to bring the site back to a marketable development project. Inverpoint Business Park will bring investment, tax revenue, and employment to the city of Inver Grove Heights and will likely become one of the premier Class-A, high-image business parks of the southeast metropolitan area.

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Twin City Area 651-454-0002  
Min. Toll Free 1-800-252-1166

| BUILDING PARKING STALL SUMMARY |               |               |          |       |
|--------------------------------|---------------|---------------|----------|-------|
|                                | MAX. REQUIRED | MIN. REQUIRED | PROVIDED | PROF. |
| FUTURE BUILDING 1              | 149           | 112           | 129      | 14    |
| BUILDING 2                     | 159           | 119           | 124      | 32    |
| BUILDING 3                     | 179           | 134           | 134      | 27    |
| FUTURE BUILDING 4              | 216           | 162           | 165      | 28    |
| FUTURE BUILDING 5              | 80            | 60            | 72       | 20    |
| TOTAL                          | 783           | 587           | 624      | 121   |

#### Parking Summary

REQUIRED: 587 MIN, 783 MAX

PROVIDED: 741 (624 + 121 PROF)

NET BUILDING AREA: 423,805 (470,672 S.F. • 90%)  
OFFICE: 423,805 X 30% = 127,082 S.F.\*  
WAREHOUSE: 423,805 X 70% = 296,523 S.F.\*

REQUIRED PARKING  
OFFICE: 127,082/200 = 635 STALLS\*\*  
WAREHOUSE: 296,523/2000 = 148 STALLS\*\*  
TOTAL = 783 STALLS (MAX)  
MIN REQUIRED: 783+75% = 587 STALLS (MIN)\*\*\*

PERVIOUS PARKING REQUIRED  
TOTAL STALLS PROVIDED = 624  
MIN. STALLS REQUIRED = 587  
= 37 STALLS\*\*\*\*

PERVIOUS PARKING PROVIDED 36

\* BASED ON 30% OFFICE, 70% WAREHOUSE  
\*\* 1 STALL PER 200 S.F. OFFICE  
1 STALL PER 2000 S.F. WAREHOUSE  
\*\*\* 75% OF TOTAL MAX. STALLS REQUIRED FOR MIN.  
\*\*\*\* ALL PROOF OF PARKING STALLS TO BE PERVIOUS PAVEMENT

#### General Site Notes

- SITE CONDITIONS AND UTILITY LOCATIONS ARE TO BE FIELD VERIFIED PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES ARE NOTED, THE ENGINEER SHOULD BE IMMEDIATELY NOTIFIED.
- REFER TO BOUNDARY SURVEY FOR LOT BEARINGS, DIMENSIONS AND AREAS.
- THE CONTRACTOR IS TO CONTACT GOPHER STATE "ONE CALL" FOR UTILITY LOCATIONS AT 1-800-252-1166 AT LEAST 48 HOURS BEFORE ANY EXCAVATION ON SITE.
- ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF EXITS, RAMPS, AND TRUCK DOCKS.
- ALL CURB RADI ARE TO BE A MINIMUM OF 3.0 FEET (TO FACE OF CURB) UNLESS OTHERWISE NOTED.
- BITUMINOUS PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- CONTRACTOR TO MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION.
- SITE LIGHTING SHOWN ON PLAN IS FOR REFERENCE ONLY. REFER TO LIGHTING PLAN PREPARED BY OTHERS FOR SITE LIGHTING DETAILS AND PHOTOMETRICS.
- CONTRACTOR TO COORDINATE THE LOCATION OF "NO PARKING, FIRE LANE" SIGNS WITH THE FIRE MARSHAL.
- PARKING LOT STRIPING TO BE 4" WIDE COLOR WHITE, TWO COATS OF PAINT.

#### Site Legend

- (66) INDICATES NUMBER OF PARKING STALLS  
PAINT STRIPING SHALL CONFORM TO MNDOT STANDARDS
- [T] TRANSFORMER
- O-O SITE LIGHTING
- [CONCRETE] CONCRETE

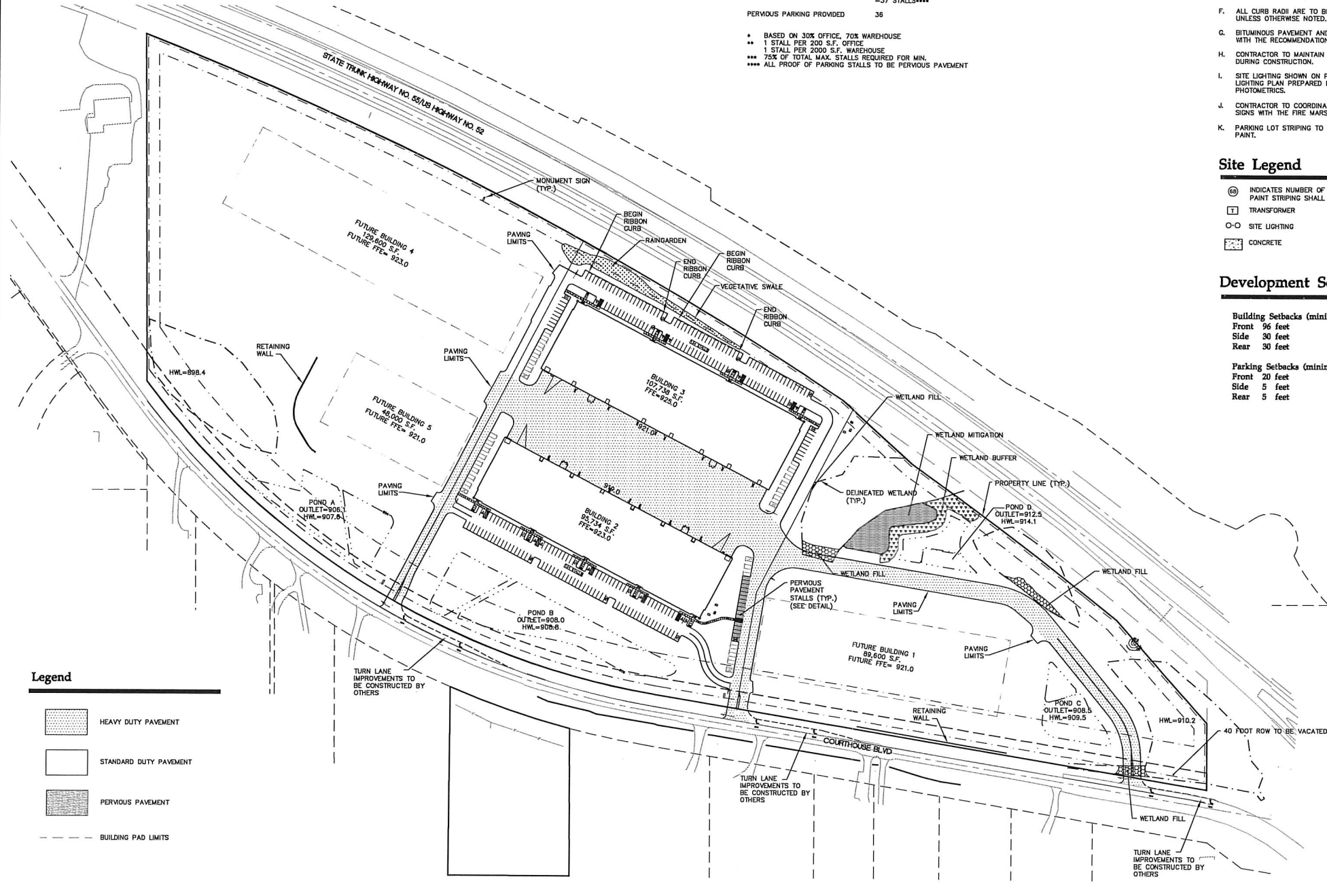
#### Development Setbacks

Building Setbacks (minimum)  
Front 96 feet  
Side 30 feet  
Rear 30 feet

Parking Setbacks (minimum)  
Front 20 feet  
Side 5 feet  
Rear 5 feet

#### Legend

- [HEAVY DUTY PAVEMENT] HEAVY DUTY PAVEMENT
- [STANDARD DUTY PAVEMENT] STANDARD DUTY PAVEMENT
- [PERVIOUS PAVEMENT] PERVIOUS PAVEMENT
- BUILDING PAD LIMITS



**POPE**  
ARCHITECTS

1251 ENERGY PARK DRIVE  
ST. PAUL, MN 55108-9118  
PH: (651) 642-9200  
FAX: (651) 642-1101

**UNITED PROPERTIES**

**RJRyan**  
Commercial Design and Construction  
R.J. Ryan Construction, Inc.  
1720 Marquette Heights Road  
Marquette Heights, IL 60151  
PH: (815) 681-6252 FAX: (815) 681-6255

**Westwood**  
Westwood Professional Services, Inc.  
7000 Arundel Drive  
Eden Prairie, MN 55344  
PHONE: 952-937-9100  
FAX: 952-937-9822  
TOLL FREE: 1-888-937-9100  
www.westwoodps.com

**InverPoint**  
Business  
Park  
INVER GROVE HEIGHTS, MINN.

Issues and Revisions:

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Michael Jackson, Owner  
Date: 04/21/08 License No. 262354

Designed by: CRY  
Checked by: TWP  
Drawn by: KSL  
Revised Drawing by/Date:

Overall Civil Site Plan

Date: 04/21/08 Sheet: 3 OF 31

20051172.01 SPFD.DWG

PHASE I FINAL PUD PLAN



2/23/08

PRELIMINARY  
CONDITIONS

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 08-39

A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD  
DEVELOPMENT PLAN FOR A THREE (3) LOT SUBDIVISION AND A FIVE (5)  
BUILDING 470,620 SQUARE FOOT OFFICE/WAREHOUSE DEVELOPMENT

CASE NO. 07-33PUD  
(United Properties)

WHEREAS, a preliminary plat and preliminary PUD development plan application has been submitted to the City for property by Inverwood Business Park, LLC (hereinafter the Developer and/or Owner) legally described as;

SEE EXHIBIT A  
(hereinafter the Property)

WHEREAS, the City Council adopted Ordinance #1150 on May 29, 2007 that enacted regulations for a new zoning district entitled Industrial Office Park District;

WHEREAS, the Developer/Owner has made application as the developer of the proposed project and the owner of the Property;

WHEREAS, the subject property shall be governed by and the uses allowed shall be consistent with the Industrial Office Park District zoning regulations;

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on August 21 and September 18, 2007;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT, the Preliminary Plat and Preliminary PUD development plan for a three (3) lot and a five (5) building 470,620 square foot office/warehouse development is hereby approved subject to the following conditions:

1. The final plat and accompanying site plans shall substantially conform with the Preliminary Site Plan attached to this Resolution (hereafter Site Plan), subject to the approval of the Plans set forth below, modifications thereto and plans listed below to be filed(\*\*), by the City's Engineering and Planning Departments to assure compliance and consistency with the Site Plan and applicable City and other regulations and ordinances, and all subject to modifications as set forth by the conditions in this Resolution.

|                                                  |               |
|--------------------------------------------------|---------------|
| Preliminary Plat                                 | dated 9/6/07  |
| Preliminary Overall Civil Site Plan              | dated **      |
| Preliminary Civil Site Plan (West)               | dated **      |
| Preliminary Civil Site Plan (East)               | dated **      |
| Preliminary Grading and Drainage Plan            | dated 9/6/07  |
| Preliminary Grading and Drainage Plan (West)     | dated 9/6/07  |
| Preliminary Grading and Drainage Plan (East)     | dated 9/6/07  |
| Preliminary Overall Utility Plan                 | dated 9/6/07  |
| Preliminary Utility Plan (West)                  | dated 9/6/07  |
| Preliminary Utility Plan (East)                  | dated 9/6/07  |
| Preliminary Landscape Plan                       | dated 9/6/07  |
| Preliminary Landscape Plan (West)                | dated 9/6/07  |
| Preliminary Landscape Plan (East)                | dated 9/6/07  |
| Preliminary Tree Inventory and Preservation Plan | dated 9/6/07  |
| Stormwater Pollution Prevention Plan             | dated 9/6/07  |
| Survey of Right-of-way Vacation                  | dated 4/23/07 |
| Building Elevations                              | dated 6/18/07 |

2. Lots 1 and 3 shown on the preliminary plat shall be outlots on the final plat.
3. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
4. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
5. The ownership of all of the natural area/open space shall be privately owned by the property owner.
6. The City may install a pedestrian/biking trail along the south-side of Courthouse Boulevard Court (hereinafter Trail Improvement) within one year of the issuance of certificates of occupancy for the first 200,000 square feet of the Project. The location, size and design of the Trail Improvement shall be within the discretion of the City. In the event such Trail Improvement is installed, the Developer agrees that the cost of the Trail Improvement shall be specially assessed against the Property in equal installments over 10 years. The interest shall be the rate then being charged by the City for similar assessment projects at the time of assessment against the Property. The Developer shall sign, or cause to be signed, all necessary documents presented by the City to waive its rights to a hearing and appeal or any other challenge to the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. For purposes of waiver of its rights to appeal and pursuant to Minn. Stat. § 462.3531, the estimated cost of the Trail Improvements shall be no greater than \$ 175,000.

7. All rooftop equipment shall be completely screened from view from the public streets. Screening materials shall be compatible with the building's overall design. If the mechanical equipment is found to be visible after construction, the applicant shall provide screening subject to City approval.
8. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.
9. All parking lot and building lighting on site shall be a down cast "shoe-box" style and the bulb shall not be visible from property lines. The design of the fixtures shall be subject to further staff review prior to final plan approval.
10. All plans shall be subject to the review and approval of the Fire Marshal.
11. The approval of the preliminary Plat is subject to the review and comment from MnDOT.
12. The utility plans shall be modified to reflect; 1) the location of the western trunk water main crossing under Hwy 55 being shifted to the east, 2) the trunk water main traversing the development being brought out to Courthouse Boulevard Court (most likely at the west driveway), 3) the trunk sanitary sewer traversing the development being brought out to Courthouse Boulevard Court (most likely at the west driveway).
13. The preliminary plans shall be modified to address all four (4) issues listed in the Emmons and Olivier report dated September 13, 2007.
14. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the Owner of Lots 1-3, Block 1 shall be responsible for the maintenance of storm water improvements on such lots and other lots on the south-side of Courthouse Boulevard Court used for wetland mitigation, storm water or water retention purpose.

The Agreement shall provide that the following storm water improvements shall be maintained by the following entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

| Type of Storm Water Improvement | Location of Storm Water Improvement | Responsible Party |
|---------------------------------|-------------------------------------|-------------------|
| Regional Basins                 | East and West ends                  | City of IGH       |



|                                       |                    |                     |
|---------------------------------------|--------------------|---------------------|
| Infiltration/<br>Bio-retention Basins | Throughout Project | Landowner/Developer |
| Wetland Mitigation                    | Throughout Project | Landowner/Developer |
| Rain Gardens                          | Throughout Project | Landowner/Developer |

15. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Boulevard Maintenance Agreement with the City whereby the owner of Lots 1-3, Block 1 shall be responsible for the maintenance of boulevard improvements on such lots; the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.
16. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Conservation and Open Space Easement over portions of Lots 1-3, Block 1. The easement shall provide that the area must be retained in a natural and scenic state with no removal of vegetation and no mowing of the vegetation except to the extent identified in the easement. The vegetation management practices, such as vegetation removal and vegetation mowing, shall be subject to approval of the City's Planning Department before the final plat. The easement shall be in favor of the City and enforceable by the City. Implementation of the vegetation management plan shall be the responsibility of landowner. In instances where the City is not responsible for maintenance, the City shall nonetheless have the right to maintain the Conservation and Open Space Easement if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on identified property in the plat if the responsible party fails to pay the costs.
17. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City the following plat connection fees:

| IGH Code Provision | Type of Fee                                             | Amount of Fee |
|--------------------|---------------------------------------------------------|---------------|
| 1010.03, Subd. 5   | Plat Connection Fee<br>Water Utility System             | \$ 48,292.40  |
| 1010.03, Subd. 6   | Plat Connection Fee<br>Sanitary Sewer Utility System    | \$ 73,743.80  |
| 1010.03, Subd. 7   | Plat Connection Fee<br>Storm Water Sewer Utility System | \$ 357,036.45 |

In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing.

18. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

| Site Plan Element                                | Consent Required By    |
|--------------------------------------------------|------------------------|
| Building Location                                | City Council           |
| Driveways and Private Roads                      | City Council           |
| Landscaping                                      | Planning Department    |
| Location of Utilities                            | Engineering Department |
| Location of Conservation Easement and Open Space | City Council           |
| Parking Areas                                    | City Council           |

19. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.
20. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.
21. The Development Contract shall provide that parking lots associated with specific buildings are completed before a Certificate of Occupancy is issued.
22. The following documents shall be recorded when the plat is recorded:
- Development Contract;
  - Storm Water Facilities Maintenance Agreement;
  - Conservation Open Space Easement; and
  - Acknowledgement of PUD Zoning.
  - Waivers of Assessment Appeals
23. The City is in the process of planning or constructing sanitary sewer and water trunk lines to provide trunk service for the platted area. The Developer is responsible for constructing the lateral lines and the service lines. The Development Contract shall provide that the Developer and Owner release and hold the City harmless from any claim resulting from the delay in completing construction of the City trunk utility lines.

24. At least 33 parking stalls shall be required to be constructed of pervious pavement based on 620 parking stalls being constructed. The balance of the 121 proof of parking stalls are required to be constructed of pervious pavement.
25. The landscape plan shall be modified to relocate the boulevard row of trees to meet the required five foot setback from the front property line.
26. Right turn lanes shall be constructed for all three entries into the site from Courthouse Boulevard Court. The City shall construct the right turn lanes as a special assessment project and shall use its best efforts to complete the work in 2008 and shall assess 100% of the cost to the Property and the Owner. The Developer and Owner shall waive its rights to appeal from the assessment by signing, or causing to be signed, all necessary documents as presented by the City to waive its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. Four purposes of the waiver of the rights to appeal pursuant to the requirements of Minn. Stat. 462.3531, the estimated cost of the project shall be the cost of the Feasibility Report prepared by the a consulting engineer, chosen by the City, plus the costs of the project as estimated by the Feasibility Report, plus typical contingencies for such a project, plus the legal, administrative, engineering, financial contingencies and fiscal costs estimated by the City for the project; if the project is delayed until 2009 then the estimated amount of the total project costs for purposes of the waiver shall be increased to reflect increased additional costs. The design of the turn lanes shall be subject to the recommendation of the Director of Public Works.
27. The Developer and Owner shall be responsible for the financial obligation to complete a right turn lane for southbound traffic on Barnes Avenue at Courthouse Boulevard Court. The right turn lane shall be constructed by the City which shall use its best efforts to complete the same in 2008 as a special assessment project with 100% of the cost assessed against the Owner and the Property. The Developer and Owner shall waive its rights to appeal from the assessment by signing, or causing to be signed, all necessary documents as presented by the City to waive its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. Four purposes of the waiver of the rights to appeal pursuant to the requirements of Minn. Stat. 462.3531, the estimated cost of the project shall be the cost of the Feasibility Report prepared by the a consulting engineer, chosen by the City, plus the costs of the project as estimated by the Feasibility Report, plus typical contingencies for such a project, plus the legal, administrative, engineering, financial contingencies and fiscal costs estimated by the City for the project; if the project is delayed until 2009 then the estimated amount of the total project costs for purposes of the waiver shall be increased to reflect increased additional costs. The design of the right turn lane will be subject to the recommendation of the of the Director of Public Works.

28. The Developer shall post the three entrance/exit points with signage that directs vehicles to make left turns only as they exist the site. In addition, signage shall be posted by the Developer designating the east entrance as the exclusive entrance for all semi-truck traffic. Signs prohibiting semi-truck use of the other two entrances shall also be posted by the Developer, with the signs being subject to review and approval by the City Public Works department. The City shall post a "local traffic only" sign in the vicinity of the Courthouse Boulevard Court/Annalisa Path intersection and at the Ann Marie Trail/Hwy 3 intersection. The Developer shall be responsible for the cost of the two City posted signs.
29. Between the hours of 8:00 p.m. and 7:00 a.m., trucks and trailers shall not be allowed to idle their engines on the property and trucks and trailers shall not be allowed to stop or park on the property with engines, air-conditioning units or refrigeration units running except for a fifteen (15) minute interval when initially arriving and parking at the parking lots or docks. The word "truck" shall have the same meaning as defined in Minn. Stat. § 169.01, subd. 49; i.e. a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage that states such restrictions. The Owner of the property is responsible to enforce such restrictions.
30. Between the hours of 8:00 p.m. and 7:00 a.m., there shall be no deliveries by trucks and trailers and there shall be no loading or unloading of trucks and trailers. The word "truck" shall have the same meaning as defined in Minn. Stat. § 169.01, subd. 49; i.e. a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage stating that no deliveries by truck will be accepted or will occur and that no loading or unloading will occur between the hours of 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.
31. Between the hours of 11:00 p.m. and 7:00 a.m., the businesses on the property shall not be in operation, except for building interior maintenance, security monitoring and employee office use; in no event shall product and material distribution, warehousing, loading and unloading, deliveries or operation of warehouse equipment and machinery take place between 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.
32. The City complete the street restoration to a 9-ton spring loaded rating (consisting of a two inch bituminous overlay with necessary subgrade repairs) of Courthouse Boulevard Court from the general area West of Barnes Avenue where restoration ended, to the cul-de-sac as a special assessment project with 100% of the cost being assessed to the Property and the Owner. The Developer and Owner shall waive its rights to appeal from the assessment by signing, or

causing to be signed, all necessary documents as presented by the City to waive its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. Four purposes of the waiver of the rights to appeal pursuant to the requirements of Minn. Stat. 462.3531, the estimated cost of the project shall be the cost of the Feasibility Report prepared by the a consulting engineer, chosen by the City, plus the costs of the project as estimated by the Feasibility Report, plus typical contingencies for such a project, plus the legal, administrative, engineering, financial contingencies and fiscal costs estimated by the City for the project; if the project is delayed until 2009 then the estimated amount of the total project costs for purposes of the waiver shall be increased to reflect increased additional costs. The design of the street restoration shall be subject to the recommendation of the Director of Public Works and the work will be done in conjunction with the right turn lanes described in paragraph 26.

33. At the time the City signs the plat, the Owner must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees (excluding any legal fees and cost incurred by the City in connection with the litigation and settlement of the action brought by the Developer in connection with the Project) that have been incurred up to the date the City signs the final plat, and the Owner must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of the Development Agreement. Further, at the time of final plat application, the owner must pay the City the fees prescribed by the ordinance (to be enacted prior to final plat) to defray the costs incurred by the City in preparation of the planning studies, engineering analysis, storm water analysis, environmental review, alternative urban areawide review and natural resource inventory as such studies, analysis, reviews, inventories and modeling relate to the review, investigation and administration of the Owner's applications.
34. No over the road trucking or shipping operations and no truck terminals shall be allowed to operate from the property.
35. Approval of the Preliminary Plat and PUD Development Plans shall be subject to the conditions and recommendations listed in the Traffic Report prepared by SRF dated November 6, 2007. In addition, traffic control and geometric improvements may be made to the site in accordance with the following:
  - (a) Geometric Intersection Improvements. The City shall commission a traffic study as soon as possible, by SRF or another qualified traffic engineer, which study shall be limited to a determination of what, if any, additional roadway or

geometric improvements are needed to the intersection of Barnes Avenue and Courthouse Boulevard Court (hereinafter the "Intersection") to accommodate semi and other truck turning movements projected to be generated by the Project as approved under the Amended Application (Initial Traffic Study). The Developer shall pay the cost of the Initial Traffic Study, within 30 days of billing by the City.

In the event the Initial Traffic Study finds that additional road or geometric improvements are necessary (Physical Intersection Improvements), the City shall cause the Physical Intersection Improvements to be made with all of the costs related to the Physical Intersection Improvements assessed against the Property as a special assessment under Minn. Stat. Chpt. 429, payable over 10 years with interest at the rate then being charged by the City for similar assessment projects at the time of the assessment against the Property. The Developer shall sign, or cause to be signed, all necessary documents as presented by the City to waive its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. For purposes of waiver of its rights to appeal and pursuant to the requirements of Minn. Stat. § 462.3531, the estimated cost of the Physical Intersection Improvements shall be no greater than \$100,000. The Physical Intersection Improvements shall be installed within a reasonable time after the City's approval of the Project and the completion of the Initial Traffic Study.

(b) Traffic Control Improvements. When 200,000 square feet of the Project's floor space has been built and issued certificates of occupancy, the City may conduct a traffic count in the area along Courthouse Boulevard Court between the Intersection and the access points to the Project. If the traffic count shows at least 10% more traffic in either the a.m. or p.m. trips than had been projected by SRF in its November 6, 2007 traffic study for the Project, then the City may commission a traffic study by a qualified traffic engineer to determine if additional traffic control devices are warranted at the Intersection as the result of the traffic generated by the Project and as projected to be generated by the Project. (Second Traffic Study) The City shall pay the cost of the Second Traffic Study, subject to the Developer paying the cost through an assessment as set forth, below.

In the event that the Second Traffic Study recommends that additional traffic controls are needed at the Intersection (Traffic Control Improvements) and the Second Traffic Study finds that without the Traffic Control Improvements the Intersection's Level of Service (hereinafter LOS) will decline by at least one grade, the Traffic Control Improvements meet the applicable Warrants under the Minnesota Manual on Uniform Traffic Control Devices and Dakota County approves the installation of the Traffic Control Improvements, the City shall install the same. The cost of the Traffic Control Improvements shall be specially assessed against the Property in equal installments over 10 years with interest at



the rate then being charged by the City for similar assessment projects at the time of assessment against the Property. The Developer shall sign, or cause to be signed, all necessary documents as presented by the City to waive its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. For purposes of waiver of its rights to appeal and pursuant to Minn. Stat. § 462.3531, the estimated cost of the Traffic Control Improvements shall be no greater than \$ 400,000. The Traffic Control Improvements shall be installed within a reasonable time following completion of the Second Traffic Study. In the event Traffic Control Improvements are installed, the cost of the Second Traffic Study shall be included in the assessment against the Property.

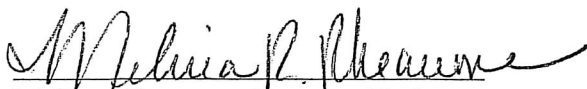
36. The design of the three entrance/exit driveways on the site shall be modified to be consistent with the design prepared by SRF entitled DRIVEWAY CONCEPT TO RESTRICT RIGHT-TURNING TRUCK TRAFFIC, dated 11-06-07. Final design of the driveways shall be approved by the Director of Public Works and reflected on the final plans.
37. The Developer shall make all applications for such other permits and approvals as are necessary for the Project including, without limitation, application for final plat approval, applications for approval of a wetland replacement plan under the Minnesota Wetland Conservation Act (hereinafter WCA Wetland Replacement Plan) county approvals for Physical Intersection or Traffic Control Improvements, building and other necessary permit applications. The City shall process all applications in good faith and in accordance with its ordinary procedures. The City agrees that it will review the WCA Wetland Replacement Application under applicable regulations and ordinances and shall approve the same if it is compliant with all applicable criteria in the WCA and City Ordinances.

Passed this 25th day of February, 2008.

AYES: 5

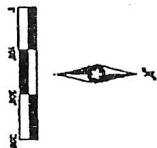
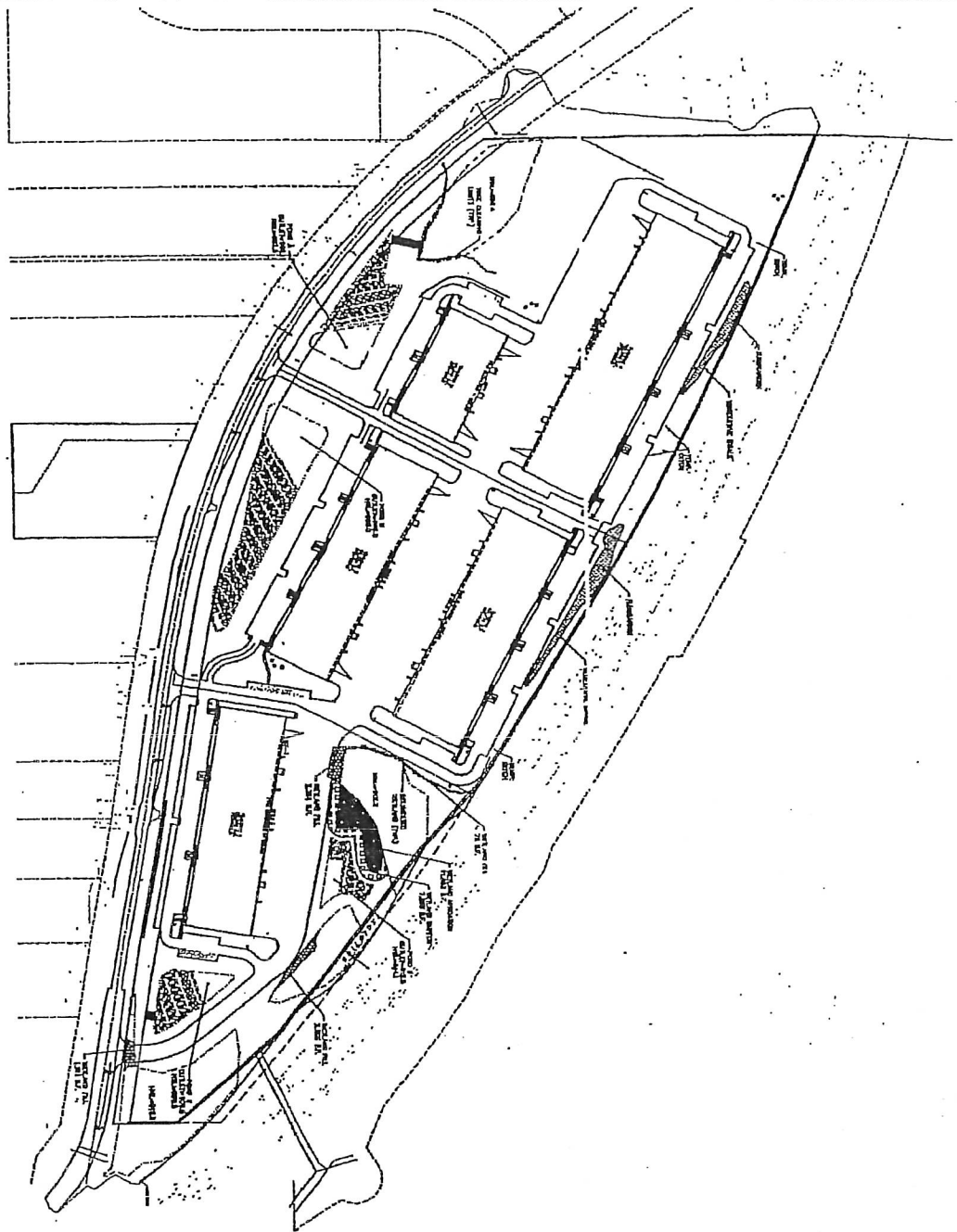
NAYS: 0

ATTEST:

  
Melissa Rheume, Deputy Clerk

  
George Tourville, Mayor

WILLIAM J. DUNN, JR.  
1000 17th St. N.E.  
Washington, D.C. 20002

[illegible]

**INVERPARK**

BUSINESS

**CENTRE**

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**Orrall  
Sims & Cradley**

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## EXHIBIT A

That part of the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 17, Township 27N, Range 22W, Beginning 609.68 feet West of Southeast Corner East 283.68 feet North Parallel with East line 343.13 feet to Southerly R/W Co Rd 28-A, Northwesterly on Southerly line to intersection with Line Bearing North from point of beginning, South 438.00 feet to Beginning and Part of West  $\frac{1}{2}$  of Northeast  $\frac{1}{4}$  lying South of new State Trunk Highway #55 and North of old State Trunk Highway #55 and the Center of new State Trunk Highway #52/55 AND that part of of the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 17, Township 27N, Range 22W, lying South of new State Trunk Highway #55 and North of old State Trunk Highway #55 except Parcel 203A of State Trunk Highway Right-of-Way Plat 19-111.

FINAL  
CONDITIONS

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 08-189

A RESOLUTION APPROVING A FINAL PLAT WITH A DEVELOPMENT CONTRACT  
FOR THE PLAT OF INVERPOINT BUSINESS PARK AND FINAL PUD DEVELOPMENT  
PLAN FOR PHASE 1

CASE NO. 08-24PUD  
(United Properties)

WHEREAS, a final plat and final PUD development plan application has been  
submitted to the City for property legally described as;

Real property in Dakota County, State of Minnesota, described as:

That part of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 17, Township 27,  
Range 22, Dakota County, Minnesota, lying between the centerline of old  
State Highway No. 52-55 (presently C.S.A.H. 28A) and the centerline of new  
State Highway No. 52-55; and

That part of the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 17, Township 27, Range  
22, Dakota County, Minnesota, lying between the centerline of Old State  
Highway No. 52-55 (presently C.S.A.H. 28A) and the centerline of New State  
Highway No. 52-55;

Except that part of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 17,  
Township 27, Range 22, shown as Parcel 203A on Minnesota Department of  
Transportation Right of Way Plat No. 19-111 as the same is on file and of  
record in the office of the County Recorder in and for Dakota County,  
Minnesota.

pt. NWNE, NENE, SENE, SWNE, 17-27-22 (A) bv  
(20-01700-010-06, 010-04)

**WHEREAS**, a public hearing concerning the preliminary and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on August 21 and September 18, 2007;

**WHEREAS**, the final plat application satisfies the 37 conditions of preliminary plat and preliminary PUD approval and conforms to all applicable zoning and subdivision regulations (City Code Sections 510 and 515) and other standards applied by the City in the platting of property.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, a Final Plat with a development contract for the plat of InverPoint Business Park and Final PUD Development Plan for phase 1 is hereby approved subject to the following conditions:**

1. The project shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

|                                                   |               |
|---------------------------------------------------|---------------|
| Emmons & Olivier Memo on final plans              | dated 5/29/08 |
| Letter from MnDOT on final plat                   | dated 5/15/08 |
| Natural area/open space and undisturbed area plan | dated 4/21/08 |
| Final Plat                                        | dated 4/21/08 |
| Overall Civil Site Plan                           | dated 7/30/08 |
| Overall Grading Drainage and Erosion Control Plan | dated 7/30/08 |
| Overall Utility Plan                              | dated 7/30/08 |
| Mass Grading Landscape Plan                       | dated 7/08/08 |
| Phase 1 Landscape Plan                            | dated 7/08/08 |
| Tree Inventory and Preservation Plan              | dated 6/26/08 |
| Wetland Plan                                      | dated 4/21/08 |
| Architectural Plans (2 sheets)                    | dated 4/21/08 |
| Rooftop Screening Perspective Drawing             | dated 4/21/08 |
| Civil Site Plan (West)                            | dated 7/30/08 |
| Civil Site Plan (East)                            | dated 7/30/08 |
| Grading and Drainage Plan (West)                  | dated 7/30/08 |
| Grading and Drainage Plan (East)                  | dated 7/30/08 |
| Utility Plan                                      | dated 7/30/08 |
| Utility Plan (West)                               | dated 7/30/08 |
| Utility Plan (East)                               | dated 7/30/08 |
| Landscape Plan                                    | dated 7/08/08 |
| Landscape Plan (West)                             | dated 7/08/08 |
| Landscape Plan (East)                             | dated 7/08/08 |
| Storm water Pollution Prevention Plan             | dated 7/08/08 |
| Survey of Right-of-Way Vacation                   | dated 4/23/07 |

2. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this PUD.
3. The Developer shall post the three entrance/exit points with signage that directs vehicles to make left turns only as they exist the site. In addition, signage shall be posted by the Developer designating the east entrance as the exclusive entrance for all semi-truck traffic. Signs prohibiting semi-truck use of the other two entrances shall also be posted by the Developer, with the signs being subject to review and approval by the City Public Works department.
4. Between the hours of 8:00 p.m. and 7:00 a.m., trucks and trailers shall not be allowed to idle their engines on the property and trucks and trailers shall not be allowed to stop or park on the property with engines, air-conditioning units or refrigeration units running except for a fifteen (15) minute interval when initially arriving and parking at the parking lots or docks. The word "truck" shall have the same meaning as defined in Minn. Stat. § 169.01, subd. 49; i.e. a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage that states such restrictions. The Owner of the property is responsible to enforce such restrictions.
5. Between the hours of 8:00 p.m. and 7:00 a.m., there shall be no deliveries by trucks and trailers and there shall be no loading or unloading of trucks and trailers. The word "truck" shall have the same meaning as defined in Minn. Stat. § 169.01, subd. 49; i.e. a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage stating that no deliveries by truck will be accepted or will occur and that no loading or unloading will occur between the hours of 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.
6. Between the hours of 11:00 p.m. and 7:00 a.m., the businesses on the property shall not be in operation, except for building interior maintenance, security monitoring and employee office use; in no event shall product and material distribution, warehousing, loading and unloading, deliveries or operation of warehouse equipment and machinery take place between 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.
7. No over the road trucking or shipping operations and no truck terminals shall be allowed to operate from the property.

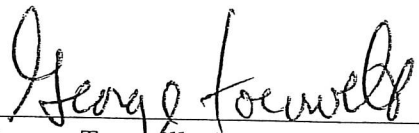


**BE IT FURTHER RESOLVED BY THE CITY COUNCIL**, that the Mayor and Deputy Clerk are hereby authorized to execute the Final Plat and Development Contract.

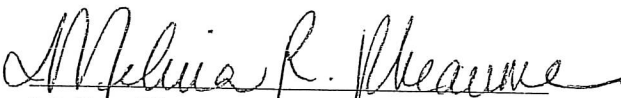
Passed this 11th day of August, 2008.

AYES: 5

NAYS: 0

  
George Tourville, Mayor

ATTEST:

  
Melissa Rheaume, Deputy Clerk



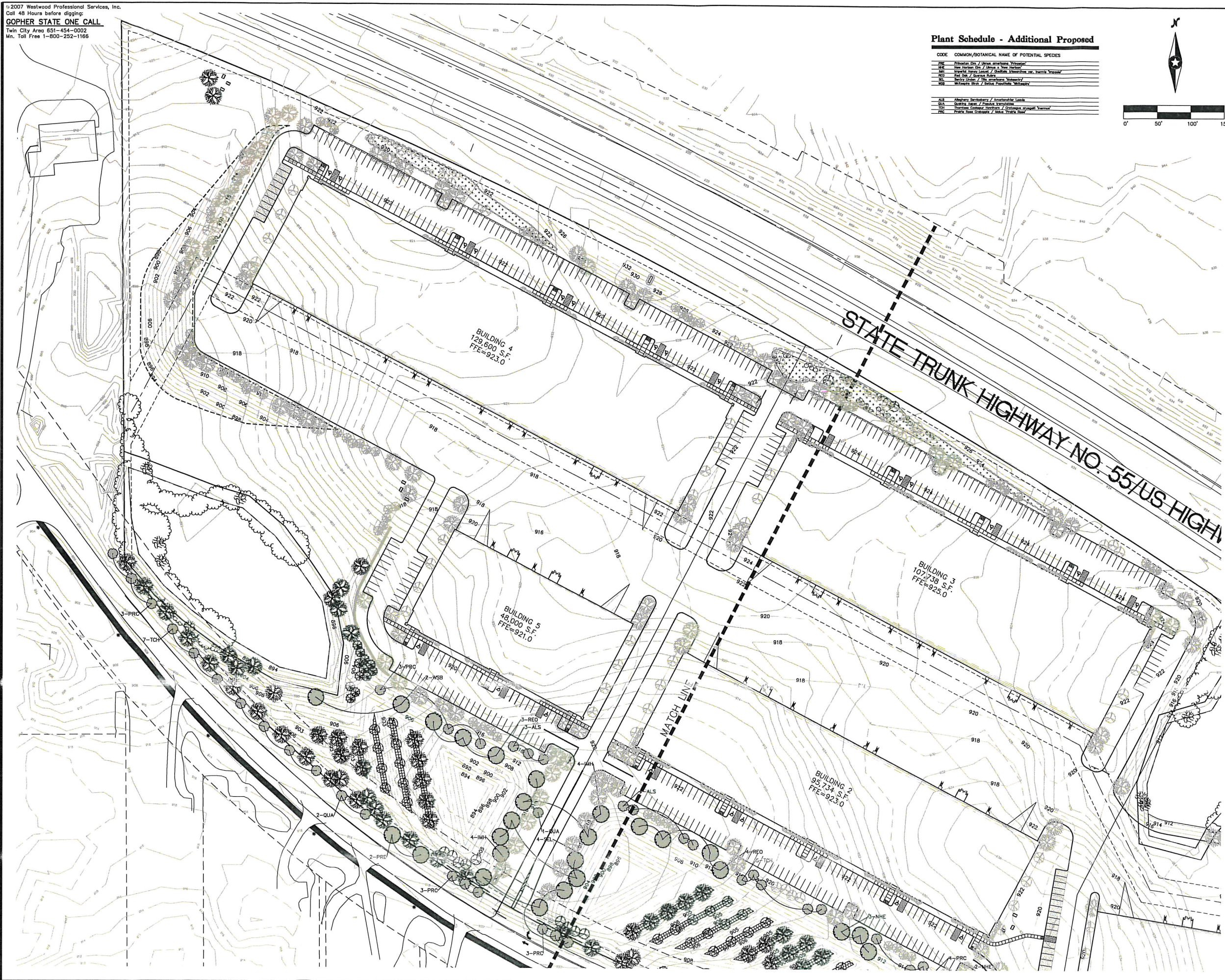
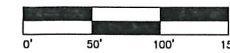




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Call 48 Hours before digging:  
**GOPHER STATE ONE CALL**  
Twin City Area 651-454-0002  
Mn. Toll Free 1-800-252-1166

### Plant Schedule - Additional Proposed

| CODE | COMMON/BOTANICAL NAME OF POTENTIAL SPECIES |
|------|--------------------------------------------|
| 900  | Arbutus / Dogwood / Redbud                 |
| 901  | Red Maple / Norway Spruce                  |
| 902  | Red Maple / Norway Spruce                  |
| 903  | Red Maple / Norway Spruce                  |
| 904  | Red Maple / Norway Spruce                  |
| 905  | Red Maple / Norway Spruce                  |
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| 1000 | Red Maple / Norway Spruce                  |



**POPE**  
ARCHITECTS

1255 ENERGY PARK DRIVE  
ST. PAUL, MN 55108-5118  
PH: (651) 642-9200  
FAX: (651) 642-1101



UNITED PROPERTIES

**RJRyan**  
Commercial Design and Construction

R.J. Ryan Construction, Inc.  
1120 Mendota Heights Road  
Mendota Heights, MN 55120  
PH: (651) 681-0200 Fax: (651) 681-0235

**Westwood**

Phone: (651) 937-5150 12701 Whitestar Drive  
Fax: (651) 937-5822 Suite 400  
Toll Free: (888) 937-5150 Minneapolis, MN 55443  
www.westwood.com

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**INVERPARK  
BUSINESS  
CENTER**

INVER GROVE HEIGHTS, MINN.

Notes to Review:  
07/27/07 City Comments (C27)  
08/06/07 City Comments (C27)  
08/06/07 BM Documents (C27)  
07/24/07 PUD Submittal - Landscaping  
07/24/07 PUD Submittal - Residential Landscaping

I hereby certify that this plan was prepared by me or under my  
direct supervision, and that I am a duly Licensed LANDSCAPE  
ARCHITECT under the laws of the State of Minnesota.

Jeffrey B. Westwood  
Date: 07/03/07 License No. 44018

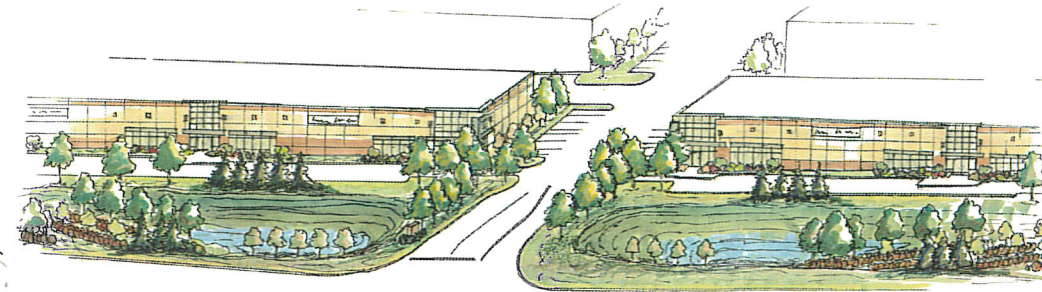
Designed: CWP/KCL  
Checked: KCL  
Drawn: CWP  
Revised: Drawing by/Date:

**Landscape Plan  
(West)**

Date: 07/27/07 Sheet: 14 OF 22

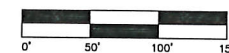
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### Plant Schedule - Additional Proposed

| CODE  | COMMON/BOTANICAL NAME OF POTENTIAL SPECIES              |
|-------|---------------------------------------------------------|
| PAE   | Arctostaphylos Uva / Uva-ursi, American Hawthorn        |
| SAE   | New Haven Ash / Uva-ursi, New Haven                     |
| RAE   | Spiny Red Hawthorn / Uva-ursi                           |
| REL   | Red Oak / Quercus Rubra                                 |
| RA    | Scrub Laurel / Sassafras, American Sassafras            |
| WLA   | Whitelaps Birch / Betula Populifolia, Whitelaps         |
| <hr/> |                                                         |
| ALA   | Allegheny Sassafras / Amelanchier Laxa                  |
| QA    | Quaking Aspen / Populus Tremuloides                     |
| QSA   | Shagbark Dogwood Hawthorn / Quercus virginica, Shagbark |
| PSA   | Prickly Elm, Cockspur / Hicoria                         |



**POPE**  
ARCHITECTS

1255 ENERGY PARK DRIVE  
ST. PAUL, MN 55108-5118  
PH. (651) 642-9200  
FAX (651) 642-1101



UNITED PROPERTIES



**Commercial Design and Construction**  
R.J. Ryan Construction, Inc.  
1100 Mendota Heights Road  
Mendota Heights, MN 55120  
Ph. (651) 681-0200 Fax (651) 681-0235

## Westwood

Phone (952) 937-5150 12701 Whilewater Drive  
Fax (952) 937-5822 Suite #300  
Toll Free (888) 937-5150 Minnetonka, MN 55343  
westwoodps.com

**Westwood Professional Services, Inc.**

**INVERPARK  
BUSINESS  
CENTER**

INVER GROVE HEIGHTS, MINN.

07/22/19 City Comments (C27)  
07/24/19 City Comments (C27)  
08/28/19 IMA Documents (C27)  
07/05/19 PUD Submittal - Landscape  
07/22/19 PUD Submittal - Residential Landscapes

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed LANDSCAPE ARCHITECT under the laws of the State of Minnesota.

Jeffrey R. Weisandorf  
Date 07/03/19 License No. 44018

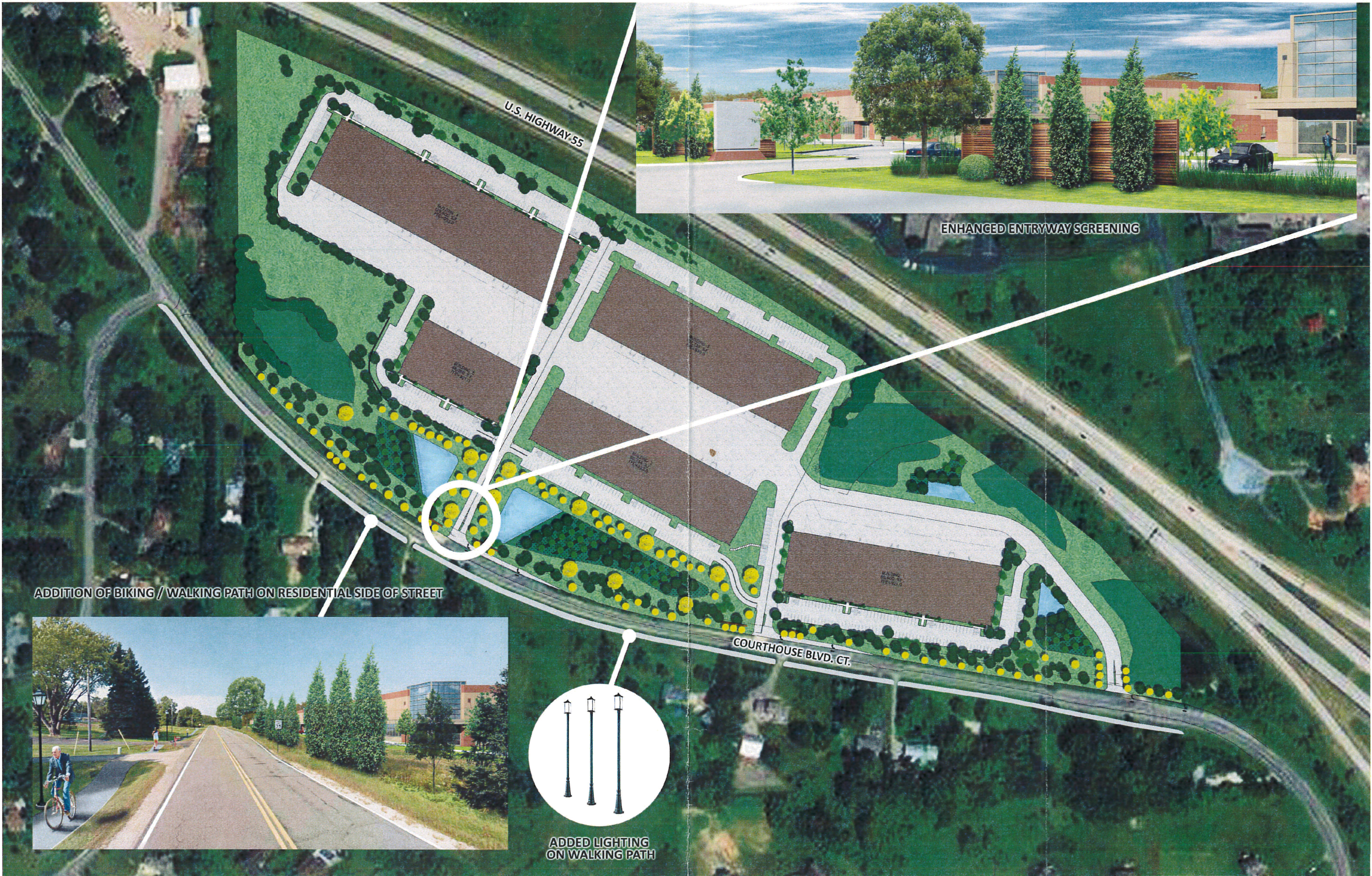
Designed \_\_\_\_\_ Off/On \_\_\_\_\_  
 Checked \_\_\_\_\_ Off/On \_\_\_\_\_  
 Drawn \_\_\_\_\_ Off/On \_\_\_\_\_  
 Record Drawing by/date \_\_\_\_\_

Landscape Plan  
(East)

Date: 07/27/07 Sheet: 15 OF 22

20051172PLP03.dwg





U.S. HIGHWAY 55

ENHANCED ENTRYWAY SCREENING

ADDITION OF BIKING / WALKING PATH ON RESIDENTIAL SIDE OF STREET

COURTHOUSE BLVD. CT.

ADDED LIGHTING  
ON WALKING PATH



Item 7D

**Joe Lynch**

---

**From:** Kara Perry  
**Sent:** Monday, August 26, 2019 5:37 PM  
**To:** Joe Lynch; Heather Rand  
**Subject:** Fw: Inverpointe Business Park

- UNITED. -

---

**From:** Greg Dennis <gregd@keycommunitybank.com>  
**Sent:** Monday, August 26, 2019 1:42 PM  
**To:** George Tourville <gtourville@invergroveheights.org>; Tom Bartholomew <tbartholomew@invergroveheights.org>; Rosemary Piekarski-Krech <rpiekarskikrech@invergroveheights.org>; Kara Perry <kperry@invergroveheights.org>; Brenda Dietrich <bdietrich@invergroveheights.org>  
**Subject:** Inverpointe Business Park

Mayor Tourville and Councilmembers,

Thank you for the time and energy you put into serving the City of Inver Grove Heights! Key Community Bank is a single office community bank located at 5684 Bishop Avenue within the city.

I am writing in support of the planned unit development amendment for Inverpointe Business Park. As a small bank with its sole location in Inver Grove Heights, we see this as an excellent opportunity for the city to promote the growth and expansion of the business community. An increase in workers during the day will provide increased business to the city's current retail and restaurant businesses, which is a desire of the residents of the city. In addition, this will provide additional revenue to support and improve local projects and services that are vital to the City of Inver Grove Heights and its residents.

I fully support the recommendation to decrease the restrictions on truck traffic so that goods may be delivered for more hours during the day in support of the Inverpointe Business Park.

Thank you for taking all the information into account and thinking about how this decision affects all residents, the growth of the City and the residual effects it will have, either positive or negative, for the years to come.

Sincerely,

**Greg Dennis** | President/CEO | NMLS # 411590



5684 Bishop Avenue | Inver Grove Heights, MN 55076  
D: 651-379-3512 P: 651-457-7539 F: 651-457-2229

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Item 7D

**Joe Lynch**

---

**From:** Greg LaFrance <GLaFrance@htg-architects.com>  
**Sent:** Monday, August 26, 2019 5:41 PM  
**To:** George Tourville; Allan Hunting; Amy Looze; Joe Lynch  
**Subject:** United Properties 19-28 PDA

Mr. Mayor, Allan, Joe and Amy,

- UNITED -

I am emailing regarding the proposed Amendment to the Development Contract at Inverpoint Business Park.

I am not sure I able to make the City Council meeting tonight but I wanted to share my thoughts as a concerned Inver Grove Heights resident and a property owner that is adjacent to Courthouse Blvd . I would like to ask that you DO NOT accept the extended hours of delivery that are being proposed for the new development. The hours were established as an agreement with the other property owners along Courthouse Blvd. These hours of delivery were established and put in place to protect and prevent excess traffic and noise from infiltrating the quiet neighborhood.

I understand that maybe extended hours of operation could be part of the amendment and could help lure some new businesses. We would ask, however, that delivery hours be restricted to the original agreement. We currently hear traffic from Wagner's Sod but they are pretty good about holding to a typical work day schedule of 8 AM- 5 PM. We are very concerned the additional traffic, and late hours with the new business park will adversely affect the quality of life and lower property values in our Orchard Trail Développement.

Alternative ideas to mitigate noise and unsightly trucks could be the addition of a physical sound wall or evergreen trees installed by the developers.

Thank you for your consideration.



**Greg LaFrance**

VP Development

p: 952-278-8880 | m: 612-816-2675

9300 Hennepin Town Road Eden Prairie, MN 55347



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## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**A RESOLUTION MODIFYING THE PERMITTED CONTRACTOR HOURS FOR CONSTRUCTION RELATING TO THE CHS PARKING DECK IMPROVEMENTS AT 5500 CENEX DRIVE IN INVER GROVE HEIGHTS - CASE NO. 19-15PR**

Meeting Date: August 26, 2019

Item Type: Regular Agenda

Prepared by: Heather Rand, CD Director

Reviewed by: Heather Rand, CD Director

Contact: 651-450-2546

**Fiscal/FTE Impact:**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input type="checkbox"/>            | Other                              |

**PURPOSE/ACTION REQUESTED**

Approve the attached resolution allowing CHS, Inc's parking deck construction contractor McGough Construction to deviate from the city's regularly established construction hours of 7 am -7 pm on up to 8 occasions, such start time being 3 am, so that contractor may mitigate safety risks to local pedestrians and automobiles and avoid rush hour traffic congestion during the pouring of the project's large concrete decks.

**SUMMARY**

CHS, Inc. and their construction contractor McGough Construction are nearing the final completion stages on the construction of the new 283 stall parking deck that will serve CHS corporate headquarters employees, vendors and visitors. CHS and McGough have determined that up to 8 days of concrete pours and related concrete surface finishing and post tension cable work must be performed to complete the construction of the concrete decks. This owner and their contractor have requested a modification from standard city construction hours for these concrete parking deck pours.

More specifically, they are requesting modification of construction hours from a 7 am start to a 3 am start, on up to 8 occasions on a Tuesday, Wednesday or Thursday, between August 27 and October 15, 2019.

The owner and their contractor believe this modification is necessary to preserve the safety of CHS employees and other pedestrians and vehicle traffic in the immediate vicinity of the parking deck construction site as the 3 am start time would enable the concrete delivery trucks to complete most of their work prior to 7 am when pedestrian and auto traffic increases dramatically. Also, the owner and contractor believe this modification is necessary to provide more efficient concrete truck delivery so as to avoid weekday morning rush hour commuter congestion.

When evaluating this request, city staff had some initial concerns about noise impacts on residential properties in the immediate area. As such, decibel meter readings were taken mid-week at 5:45 am the construction site prior to heavy construction work commencing for the day, and also mid-week at 7:45 am during heavy construction work. The readings were very consistent for both of these time slots due to the already somewhat high levels of ambient city noise at the site due to airplanes, truck and other vehicles on Hwy 52 and 494 and Hwy 3. McGough maintains that the concrete pours will be very similar noise level not greatly impacting residences at 3 am. As such, city staff including city engineering, building inspection and planning recommend approval of this request for the modified construction activity start for up to 8 weekdays.

Attachments: Resolution

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

**RESOLUTION NO. 19-\_\_\_\_\_**

**A RESOLUTION MODIFYING THE PERMITTED CONTRACTOR HOURS FOR  
CONSTRUCTION RELATING TO THE CHS PARKING DECK IMPROVEMENTS AT  
5500 CENEX DRIVE IN INVER GROVE HEIGHTS**

**CASE NO. 19-15PR**

**WHEREAS**, an application for a major site plan review was submitted for a 283 space parking deck on the CHS main campus located at 5500 Cenex Drive in Inver Grove Heights.

**WHEREAS**, as part of the preliminary and final plan approval, the City Engineering Department provided written comments which were incorporated into the preliminary and final plans for the project.

**WHEREAS**, one of the written comments provided that the owner or its contractor only operate between the permitted hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday.

**WHEREAS**, the parking ramp construction project is nearing its scheduled late September early October completion date and there now exists the need for scheduling up to 8 large concrete pours of parking deck surfaces to complete the project.

**WHEREAS**, the owners construction contractor McGough maintains that safety risks to pedestrians in the immediate area including CHS employees and autos is best mitigated if the concrete pours occur prior to morning rush hour traffic congestion and as such, CHS and their construction contractor McGough have requested the hours for construction be modified on a very limited basis.

**WHEREAS**, city staff have recently reviewed decibel readings taken at the construction site during heavy construction activity and also readings at 5:55 am before morning construction hours at the site, and found due to a steady stream of ambient noise from vehicles on interstate, highway 52 and overhead plane noise, there was very little difference in the decibel readings for this site.

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

1. The City Council hereby permits the owner or its contractor to operate between the hours of 3 a.m. and 7:00 p.m., Tuesday through Thursday on a total of eight (8) different dates between August 27, 2019 and October 15, 2019.
2. Owner or its contractor shall provide notice to the City's Engineering Department and the City's Chief Building Official at least twenty-four (24) hours before each date of planned construction activity that will occur between the hours of 3 a.m. and 7:00 am.
3. Owner and its contractors shall take reasonable steps to minimize noise generation from construction activities during such extended hours of operation.

Resolution No. \_\_\_\_\_

Passed this 26<sup>th</sup> day of August, 2019.

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

AYES:

NAYS:

\_\_\_\_\_  
Joe Lynch, Interim Deputy Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Resolution Approving Demolition, Removal, and Abatement Agreement for 9185 Inver Grove Trail Pursuant to Minnesota Statutes Chapter 463 and Section 65A.50**

|               |                                                     |                                     |                                    |
|---------------|-----------------------------------------------------|-------------------------------------|------------------------------------|
|               |                                                     | <b><u>Fiscal/FTE Impact:</u></b>    |                                    |
| Meeting Date: | August 26, 2019                                     | <input checked="" type="checkbox"/> | None                               |
| Item Type:    | Regular Agenda                                      | <input type="checkbox"/>            | Amount included in current budget  |
| Prepared by:  | Heather Rand, CD Director<br>Judy Thill, Fire Chief | <input type="checkbox"/>            | Budget amendment requested         |
| Reviewed by:  | Heather Rand, CD Director                           | <input type="checkbox"/>            | FTE included in current complement |
| Contact:      | 651-450-2546                                        | <input type="checkbox"/>            | New FTE requested – N/A            |
|               |                                                     | <input type="checkbox"/>            | Other                              |

**PURPOSE/ACTION REQUESTED:**

Approve a resolution authorizing the proper City officials to enter into a Demolition, Removal, and Abatement Agreement pursuant to Minnesota Statutes Chapter 463 and Section 65A.50 as it applies to a fire-damaged property located at 9185 Inver Grove Trail.

**SUMMARY:**

On October 7 and 8, 2018, a fire occurred at a single-family residence located at 9185 Inver Grove Trail. Since that time, the fire damaged structure, debris and abandoned septic tank, as well as various other items of personal property have remained on the site in violation of local and state public health, safety and welfare codes.

During the last year, the City has been in contact with the property owner Pam Losie, to remedy the situation and a fire escrow account has been established per state law (M.S. Section 65A..50) from the property owner's homeowner insurance policy claim proceeds to cover the cost of demolishing the fire damaged structure and removing it and other fire damaged debris and the abandoned septic tank on the property. Property ownership has recently been converted to Wells Fargo Bank and the City is now in the process of entering into agreements with the current property owner and previous property owner, so that the City and its contractor may legally enter onto the property premises and secure, repair, or demolish the damaged and destroyed structure so that the property at 9185 Inver Grove Trail is once again in compliance with all City code requirements.

The City has solicited and received two quotes for the completion of the demolition and removal work from Kamish Excavating (\$35,373) and Frattalone Companies (\$34,931) and City staff recommend that the City conditionally approve entering into a contract with Frattalone Companies as qualified low bidder for the demolition and removal work as delineated in City bid specs and their July 18, 2019 bid proposal, conditioned upon the City entering into an agreement with the current and previous property owners to allow for the City and its contractor to legally enter onto the property and perform the demolition and removal work and utilize the fire escrow proceeds of up to \$34,931 as a payment source to complete such work. The City council's authorization for appropriate City officials to enter into a Demolition, Removal, and Abatement Agreement will legal clarify roles and responsibilities of parties involved. Upon council approvals being granted, the agreement and contact may then be executed, and demolition work can then commence within 30-60 days.

HR



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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING DEMOLITION, REMOVAL, AND ABATEMENT  
AGREEMENT FOR 9185 INVER GROVE TRAIL PURSUANT TO MINNESOTA  
STATUTES CHAPTER 463 AND SECTION 65A.50**

**WHEREAS**, on October 7 and 8, 2018, a fire occurred in the single-family residence located at 9185 Inver Grove Trail in the City of Inver Grove Heights, Dakota County, Minnesota (the “Property”), which significantly damaged the residence.

**WHEREAS**, since that time, the fire-damaged structure, debris, now-abandoned septic tank as well as various items of personal property have remained on the property and have not been removed and the demolition of the structure, removal of items listed above, and restoration of the real property to a safe condition, in compliance with all City code requirements, is required to protect the public health, safety and welfare.

**WHEREAS**, the City of Inver Grove Heights has, pursuant to Minnesota Statutes, Section 65A.50, received payment of a portion of the insurance proceeds from Allstate Property and Casualty Insurance Company under Policy 932486531, related to the loss to the insured real Property, in the amount of \$70,244.47 (the “Escrow Funds”), which funds, pursuant to Minnesota Statutes, Section 65A.50, subd. 8, shall be used to secure, repair, or demolish the damaged or destroyed structure and clear the property in question, so that the structure and property are in compliance with all applicable City Code requirements (the “Demolition and Removal Work”).

**WHEREAS**, the City seeks to enter into an agreement with the current owner of the property, Wells Fargo Bank, N.A., as Indenture Trustee under the Indenture Relating to IMPAC CMB Trust Series 2005-6, and previous owner of the property and named insured under Allstate Property and Casualty Insurance Company Policy 932486531, Pamela Losie, to authorize the City and its contractors to enter onto the Property and to complete the Demolition and Removal Work so that the Property is restored to full compliance with all applicable City Code requirements, utilizing the Escrow Funds to pay for the completion of the Demolition and Removal Work and the City’s administrative expenses directly related to the actions authorized under Minnesota Statutes, Section 65A.50, subd. 8, and to provide for the return of any remaining Escrow Funds to Pamela Losie following completion of the Demolition and Removal Work.

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

1. The City hereby approves the attached Demolition, Removal, and Abatement Agreement Pursuant to Minnesota Statutes Chapter 463 and Section 65A.50.

2. The Mayor and City Administrator/Deputy City Clerk are hereby authorized to execute the attached Demolition, Removal, and Abatement Agreement Pursuant to Minnesota Statutes Chapter 463 and Section 65A.50.

Passed this 26<sup>th</sup> day of August, 2019.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Joe Lynch, City Administrator and Interim Deputy Clerk

**CITY OF INVER GROVE HEIGHTS  
DEMOLITION, REMOVAL, AND ABATEMENT AGREEMENT PURSUANT TO  
MINNESOTA STATUTES CHAPTER 463 AND SECTION 65A.50**

**THIS AGREEMENT FOR DEMOLITION, REMOVAL, AND ABATEMENT PURSUANT TO MINNESOTA STATUTES CHAPTER 463 AND SECTION 65A.50** ("Agreement") is entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 ("Agreement Date"), by and among the City of Inver Grove Heights, a Minnesota municipal corporation (the "City"), Pamela Losie, a single Person ("Losie"), and Wells Fargo Bank, N.A., as Indenture Trustee under the Indenture Relating to IMPAC CMB Trust Series 2005-6 (the "Owner").

**WITNESSETH:**

**WHEREAS**, the Owner owns Property addressed as 9185 Inver Grove Trail, Inver Grove Heights, Minnesota 55076, and identified as Dakota County Property Tax Parcel ID No. 20-02300-28-030 and legally described in Exhibit A which is attached hereto and made a part hereof (the "Property"); and

**WHEREAS**, the Property was improved with a single-family residence which was significantly damaged by a fire on October 7 and October 8, 2018; and

**WHEREAS**, at the time of the fire, Losie was residing in the single-family residence located on the Property, which was insured by Allstate Property and Casualty Insurance Company (Allstate) under Policy 932486531 with Losie a named insured under the policy; and

**WHEREAS**, following the fire and pursuant to Minn. Stat. § 65A.50, Allstate advised the City that it was withholding the sum of \$70,244.47 (the "Escrow Amount") from the final settlement with Losie pending receipt from the City of an affidavit, pursuant to Minn. Stat. § 65A.50, that the Property violates existing health and safety issues; and

**WHEREAS**, following the fire, the structure on the Property remained undemolished, and currently constitutes a Hazardous Building and a Hazardous Property as those terms are defined in Minn. Stat. § 463.15 and the Property remains in violation of various city code health, safety, and nuisance codes; and

**WHEREAS**, the City subsequently completed the required Affidavit regarding the Property which was sent to Allstate, Losie, and Ocwen Loan Serving LLC at the address provided to the City by Allstate, outlining the health and safety standards that were being violated and requesting a deposit with the city of the Escrow Amount to secure the removal of the damaged structure and to clear the Property so that the structure and Property are in brought into compliance with local code requirements and applicable ordinances of the City; and

**WHEREAS**, the City is in receipt of the amount of \$70,244.47 from Allstate pursuant to the provisions of Minn. Stat. § 65A.50, and desires to obtain the permission of the Owner to enter onto the Property, demolish the fire-damaged structure, remove the various items of fire-damaged and other personal property from the Property, remove the abandoned septic tank, complete necessary grading, and all such other work necessary to restore the Property to full compliance with all City code requirements and applicable ordinances of the City (collectively, the “Demolition and Removal Work”); and

**WHEREAS**, the Owner acknowledges and agrees that the Personal Property and fire-damaged structure located on the Property constitute a Hazardous Building and Hazardous property; and

**WHEREAS**, the City has the statutory authority pursuant to Minn. Stat. Cha. 463 and Minn. Stat. § 65A.50 to abate the Hazardous Building and Hazardous Property and bring the property into full compliance with all applicable City Code requirements and to utilize the Escrow Amount for this purpose; and

**WHEREAS**, the Parties wish to memorialize their agreement authorizing the City and its contractors and agents to enter onto the Property, complete the Demolition and Removal Work, and return the remaining Escrow Amount, less the cost of the Demolition and Removal Work and the City’s administrative expenses which are directly related to the actions authorized under Minn. Stat. § 65A.50, subd. 8, to Losie following completion of the Demolition and Removal work.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

## **ARTICLE I** **THE AGREEMENT**

**Section 1.01 Purpose.** The purpose of this Agreement is to memorialize the covenants and agreements by and among the Owner, Losie, and the City with regard to the Property, the completion of the Demolition and Removal Work, and the return of the remaining Escrow Amount to Losie following completion of Demolition and Removal Work.

**Section 1.02 Cooperation.** The City, Losie, and the Owner shall cooperate and use their respective best efforts to ensure the most expeditious implementation of the various provisions of this Agreement.

**Section 1.03 Term.** The term of this Agreement shall commence on the Agreement Date.

**Section 1.04 Recitals.** The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

## **ARTICLE II** **DEFINITIONS**

**Section 2.01 Definitions.** The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) Agreement: This agreement for Demolition, Removal, and Abatement Pursuant to Minnesota Statutes Chapter 463 and Section 65A.50.
- (b) Agreement Date: The date written in the first paragraph of the Agreement.
- (c) City: The City of Inver Grove Heights, a Minnesota municipal corporation.
- (d) Owner: Wells Fargo Bank, N.A., as Indenture Trustee under the Indenture Relating to IMPAC CMB Trust Series 2005-6.
- (e) Losie: Pamela Losie, a single person.
- (f) Property: The property located at 9185 Inver Grove Trail, Inver Grove Heights, Minnesota, and identified as Dakota County Property Tax Parcel ID No. **20-02300-28-030**, and legally described in Exhibit A which is attached hereto and made a part hereof.
- (g) Personal Property: All debris, junk, vehicles, and all other moveable property located on the Property.

## **ARTICLE III** **COVENANTS AND AGREEMENTS**

**Section 3.01 Covenants and Agreements of the Owner and Losie.** The Owner and Losie covenant and agree with the City as follows:

- (a) Demolition and Removal Work: Owner and Losie hereby authorize the City to contract with a private contractor for the completion of the Demolition and Removal work on the property. Owner and Losie agree that the cost of the Demolition and Removal Work shall be paid from the Escrow Account.

The Owner and Losie hereby grant a Right of Entry to City staff and the City's private Contractor and authorizes City staff and said private contractor the right to enter the Property for purposes of completion of the Demolition and Removal Work and Owner and Losie hereby authorize the City to enter upon the Property at reasonable times for purposes of inspecting Demolition and Removal Work.



- (b) Refund of Remaining Escrow Amount: Owner and Losie hereby agree that, following completion of the Demolition and Removal work, City shall reimburse itself for 1) the cost of the Demolition and Removal work completed by the City or its contractor(s); and 2) its actual administrative expenses which are directly related to the actions authorized under Minn. Stat. § 65A.50, subd. 8, including but not limited to staff costs and attorney's fees and costs, from the Escrow Amount, and that any remaining Escrow Amount shall be refunded to Losie. Owner specifically disclaims any claim to any remaining Escrow Amount.

The Owner and Losie hereby waive any and all rights to any notice, hearing, or other procedural rights that may be applicable under Minn. Stat. Cha. 463 or Minn. Stat. Sec. 65A.50.

- (d) Owner Covenant Not to Sue the City: Owner hereby covenants with the City not to appeal or sue the City for any reason related to the Demolition and Removal work, the return of any remaining Escrow Amount to Losie, or any other cause of action that may exist related to the Property and the terms of this Agreement.
- (e) Losie Covenant Not to Sue the City: Losie hereby covenants with the City not to appeal or sue the City for any reason related to the Demolition and Removal Work, including the use of the Escrow Amount for the Demolition and Removal Work or the return of any remaining Escrow Amount to Losie, or any other cause of action that may exist related to the Property and the terms of this Agreement.
- (f) Owner Covenant that Owner is the Property Fee Owner: Owner hereby covenants and warrants with the City that Owner is seized in fee of the Property and has good right to enter into this Agreement with the City. Owner further covenants and warrants with the City that owner is the Owner of the Personal Property located on the Property and has good right to enter into this Agreement with the City for the removal and disposal of the Personal Property and fire-damaged structure, abandoned septic system, and Personal Property located on the Property.
- (g) Losie Agreement for Removal and Disposal of Personal Property: Losie hereby covenants and warrants with the City that Losie is the owner of all Personal Property located on the Property that is not Owner's Personal Property and hereby and has good right to enter into this Agreement with the City for the removal and disposal of the Personal Property located on the Property.
- (h) Owner Indemnification of City: Owner hereby agrees to defend, indemnify, and hold harmless the City and its officials, employees, consultants, contractors, and agents from any liabilities, judgments, losses, costs, or charges (including

attorney's fees) incurred by the City or any of its officials, employees, consultants, contractors, and agents as a result of any claim, demand, action or suit challenging the validity or enforceability of this Agreement or related to any bodily injury (including death), loss of property, or property damages caused by, arising out of, or related to or associated with the Demolition and Removal Work, including but not limited to the removal and disposal of the Personal Property from the Property, as well as the use of the Escrow Amount for the Demolition and Removal Work, except to the extent caused by the sole negligence, gross negligence, or willful misconduct of the City or its officials, employees, consultants, contractors or agents.

- (i) Losie Indemnification of City: Losie hereby agrees to defend, indemnify, and hold harmless the City and its officials, employees, consultants, contractors, and agents from any liabilities, judgments, losses, costs, or charges (including attorney's fees) incurred by the City or any of its officials, employees, consultants, contractors, and agents as a result of any claim, demand, action or suit challenging the validity or enforceability of this Agreement, including any claim by any third party for any portion of the Escrow Amount utilized by the City for completion of the Demolition and Removal Work and payment of permitted administrative expenses or returned to Losie, or related to any bodily injury (including death), loss of property, or property damages caused by, arising out of, or related to or associated with the Demolition and Removal Work, including but not limited to the removal and disposal of the Personal Property from the Property, except to the extent caused by the sole negligence, gross negligence, or willful misconduct of the City or its officials, employees, consultants, contractors or agents.
  
- (f) Owner Responsible for Maintenance of Property Following Abatement of Nuisance: The Owner acknowledges and agrees that the completion of the Demolition and Removal Work, Owner and future owners of the Property shall be responsible for the maintenance of the Property and shall ensure that the Property remains free and clear of any hazardous buildings, hazardous conditions, or public nuisance.

#### **ARTICLE IV** **DEFAULT**

**Section 4.01 Default.** If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a thirty (30) day cure period within which the specified default or defaults must be cured. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity,

including specific performance.

**Section 4.02 Attorneys' Fees, Costs and Expenses.** Owner and Losie, individually and together, agree to pay the City for any City's attorneys' fees, costs and expenses arising from a breach of the Owner's or Losie's covenants, including the covenants to indemnify and not to sue the City pursuant to this Agreement.

## **ARTICLE V** **CITY REMEDIES UPON PROPERTY OWNER DEFAULT**

**Section 5.01 City Remedies.** If the Owner or Losie, after notice of default served by the City, do not cure the default within thirty (30) day cure period, then the City may avail itself of any remedy afforded by law and in equity, and any of the following remedies:

- (a) the City may specifically enforce this Agreement;
- (b) the City may suspend completion of the Demolition and Removal Work;
- (c) the City may suspend or deny building permits or certificates of occupancy for buildings within the Property;
- (d) the City may, at its sole option, certify against the Property, pursuant to Minnesota Statutes, § 444.075, Sub. 3e., any unpaid Demolition and Removal Work costs, and the Dakota County Auditor/Property Tax Assessor shall collect said unpaid charges in the year following the said certification as the other Property taxes are collected.

**Section 5.02 No Remedy Exclusive.** No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under 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.

## **ARTICLE VI** **RELEASE**

**Section 6.01 Release by Owner.** The Owner agrees that the City shall not be liable to the Owner, or any subsequent owner of the Property, for any damage to the Property or Owner's personal property or any other personal property located on the Property from any cause arising directly or indirectly from the terms of this Agreement, and the Owner waives all claims and hereby

releases the City, its officials, contractors, attorneys, and employees of and from all claims for injury to person(s) or damage to real or personal property arising for any reason from the transaction or actions contemplated by this Agreement. Furthermore the Owner agrees that the City shall not be liable to the Owner, or any subsequent owner of the Property, for any costs, expenses, or damage arising directly or indirectly from the completion of the Demolition and Removal Work, and the Owner waives all claims and hereby releases the City, its officials, contractors, attorneys, and employees of and from all claims for injury to person(s) or damage to real or personal property arising from the Demolition and Removal Work.

**Section 6.02 Release by Losie.** Losie agrees that the City shall not be liable to Losie for any damage to the Property or Losie's personal property or any other personal property located on the Property from any cause arising directly or indirectly from the terms of this Agreement, and Losie waives all claims and hereby releases the City, its officials, contractors, attorneys, and employees of and from all claims for injury to person(s) or damage to real or personal property arising for any reason from the transaction or actions contemplated by this Agreement. Furthermore the Owner agrees that the City shall not be liable to Losie or any subsequent owner of the Property, for any costs expense or damage arising directly or indirectly from the completion of the Demolition and Removal Work, and Losie waives all claims and hereby releases the City, its officials, contractors, attorneys, and employees of and from all claims for injury to person(s) or damage to real or personal property arising from the Demolition and Removal Work.

## **ARTICLE VII** **GENERAL PROVISIONS**

**Section 7.01 Notices.** All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and delivery shall be deemed to be sufficient if delivered personally or by registered or certified mail, return receipt accepted, postage prepaid, addressed as follows:

|                 |                                                                                                                 |
|-----------------|-----------------------------------------------------------------------------------------------------------------|
| If to the City: | City of Inver Grove Heights<br>Attn: City Administrator<br>8150 Barbara Avenue<br>Inver Grove Heights, MN 55077 |
|-----------------|-----------------------------------------------------------------------------------------------------------------|

|                  |                                                                                                               |
|------------------|---------------------------------------------------------------------------------------------------------------|
| If to the Owner: | Wells Fargo Bank, N.A., as Indenture Trustee under the<br>Indenture Relating to IMPAC CMB Trust Series 2005-6 |
|------------------|---------------------------------------------------------------------------------------------------------------|

\_\_\_\_\_  
\_\_\_\_\_

|              |              |
|--------------|--------------|
| If to Losie: | Pamela Losie |
|--------------|--------------|

\_\_\_\_\_  
\_\_\_\_\_

**Section 7.02 Non-Assignability.** Neither the City nor the Owner or Losie shall assign any interest in this Agreement nor shall either party transfer any interest in the same without the prior written consent of the other party.

**Section 7.03 Binding Effect.** This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

**Section 7.04 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 7.05 Amendments, Changes and Modifications.** This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City, Losie, and the Owner.

**Section 7.06 Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 7.07 Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

**Section 7.08 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any dispute regarding the terms of this Agreement shall be venued in Dakota County District Court.

**Section 7.09 Cautions.** The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

**Section 7.10 Governmental Immunity.** 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 Owner, its successors or assigns, or Losie shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.



**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)**

**IN WITNESS WHEREOF**, the City, Losie and the Owner have caused this Agreement to be executed by its duly authorized representatives.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Mayor

ATTEST:

\_\_\_\_\_  
Joe Lynch  
City Administrator and Deputy City Clerk

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 the City Administrator and Deputy City Clerk of the City of Inver Grove Heights, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Notary Public

**OWNER**

**Wells Fargo Bank, N.A., as Indenture Trustee under the Indenture Relating to IMPAC CMB Trust Series 2005-6**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me a Notary Public within and for said County, personally appeared \_\_\_\_\_ to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as said \_\_\_\_\_ by authority of its \_\_\_\_\_; and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**LOSIE**

Pamela Losie

STATE OF MINNESOTA )

) ss.

COUNTY OF \_\_\_\_\_

)

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me a Notary Public within and for said County, personally appeared Pamela Losie, a single person, 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

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

Real property located in Dakota County, Minnesota legally described as follows:

That part of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 23, Township 27 North, Range 22 West, beginning at a point on the South line of said quarter quarter, said point being 120.8 feet East of the Southwest corner thereof, thence North and parallel to the West line of said quarter quarter a distance of 424.8 feet, thence deflecting to the right 82 degrees 34 minutes a distance of 275.4 feet to the center line of C.A.R. No. 21, thence Southwesterly on a line which forms an angle of 76 degrees 39 minutes with the last described line, 103.0 feet to the beginning of a 12 degrees 45 minutes curve to the right, said curve having a central angle of 69 degrees 12 minutes a distance of 458.0 feet to its intersection with the South line of said quarter quarter, thence West along said quarter quarter line 10.3 feet to the point of beginning, Dakota County, Minnesota.

Abstract Property.



## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**A Resolution Conditionally Approving Contract with Frattalone Companies for Demolition and Removal of Fire-Damaged Structure, Debris, and Abandoned Septic Tank on Property Located at 9185 Inver Grove Trail**

Meeting Date: August 26, 2019  
 Item Type: Regular Agenda  
 Prepared by: Heather Rand, CD Director  
 Judy Thill, Fire Chief  
 Reviewed by: Heather Rand, CD Director  
 Contact: 651-450-2546

**Fiscal/FTE Impact:**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |

**PURPOSE/ACTION REQUESTED:**

Approve a resolution that conditionally approves a contract with Frattalone Companies for completion of demolition and removal work at a fire damaged site and structure located at 9185 Inver Grove Trail. The contract total is \$34,931 and the funding source is from fire escrow proceeds established per state law by the funds originating from the former homeowner's insurance proceeds paid by Allstate Insurance Company.

**SUMMARY:**

On October 7 and 8, 2018, a fire occurred at a single-family residence located at 9185 Inver Grove Trail. Since that time, the fire damaged structure, debris and abandoned septic tank, as well as various other items of personal property have remained on the site in violation of local and state public health, safety and welfare codes.

During the last year, the city has been in contact with the property owner Pam Losie, to remedy the situation and a fire escrow account has been established per state law (M.S. Section 65A..50) from the property owner's homeowner insurance policy claim proceeds to cover the cost of demolishing the fire damaged structure and removing it and other fire damaged debris and the abandoned septic tank on the property. Property ownership has recently been converted to Wells Fargo Bank and the city is now in the process of entering into agreements with the current property owner and previous property owner, so that the city and its contractor may legally enter onto the property premises and secure, repair, or demolish the damaged and destroyed structure so that the property at 9185 Inver Grove Trail is once again in compliance with all city code requirements.

The city has solicited and received two quotes for the completion of the demolition and removal work from Kamish Excavating (\$35,373) and Frattalone Companies (\$34,931). The city's chief building official, fire chief and community development director have reviewed the bid proposals and related considerations and recommend that the city conditionally approve entering into a contract with Frattalone Companies as qualified low bidder for the demolition and removal work as delineated in city bid specs and their July 18, 2019 bid proposal that is attached to the proposed resolution. The contract would be conditioned upon the city entering into an agreement with the current and previous property owners to allow for the city and its contractor to legally enter onto the property and perform the demolition and removal work and utilize the fire escrow proceeds of up to \$34,931 as a payment source to complete such work. Upon council approvals, work will be scheduled to commence within 30-60 days.

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION CONDITIONALLY APPROVING CONTRACT WITH FRATTALONE  
COMPANIES FOR DEMOLITION AND REMOVAL OF FIRE-DAMAGED  
STRUCTURE, DEBRIS, AND ABANDONED SEPTIC TANK ON PROPERTY  
LOCATED AT 9185 INVER GROVE TRAIL**

**WHEREAS**, on October 7 and 8, 2018, a fire occurred in the single-family residence located at 9185 Inver Grove Trail in the City of Inver Grove Heights, Dakota County, Minnesota (the "Property"), which significantly damaged the residence.

**WHEREAS**, since that time, the fire-damaged structure, debris, now-abandoned septic tank as well as various items of personal property have remained on the property and have not been removed and the demolition of the structure, removal of items listed above, and restoration of the real property to a safe condition, in compliance with all City code requirements, is required to protect the public health, safety and welfare.

**WHEREAS**, the City of Inver Grove Heights has, pursuant to Minnesota Statutes, Section 65A.50, received payment of a portion of the insurance proceeds from Allstate Property and Casualty Insurance Company under Policy 932486531, related to the loss to the insured real Property, in the amount of \$70,244.47, which funds, pursuant to Minnesota Statutes, Section 65A.50, subd. 8, shall be used to secure, repair, or demolish the damaged or destroyed structure and clear the property in question, so that the structure and property are in compliance with all City code requirements (the "Demolition and Removal Work").

**WHEREAS**, the City is in the process of entering into an agreement with the current owner of the property, Wells Fargo Bank, N.A., as Indenture Trustee under the Indenture Relating to IMPAC CMB Trust Series 2005-6, and previous owner of the property and named insured under Allstate Property and Casualty Insurance Company Policy 932486531, Pamela Losie, to authorize the City and its contractors to enter onto the property and to secure, repair, or demolish the damaged or destroyed structure and clear the property in question, so that the structure and property are in compliance with all City code requirements.

**WHEREAS**, the City has solicited and received two quotes for completion of the Demolition and Removal work as follows:

Kamish Excavating                      **\$35,373.00**

Frattalone Companies:                      **\$34,931.00**

**WHEREAS**, the City seeks to approve a contract with Frattalone Companies for completion of the Demolition and Removal Work, contingent upon execution by the current property owner and previous property owner and named insured of an agreement for the City to

enter onto the property and complete the Demolition and Removal Work and distribute the remaining escrow amounts following completion of the same.

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

1. The City hereby approves the attached Agreement with Frattalone Companies for the completion of the Demolition and Removal Work in the amount of \$34,931.00, which is to be paid for from the Fire Escrow proceeds from Allstate Property and Casualty Insurance Company under Policy 932486531, held by the City pursuant to Minnesota Statutes, Section 65A.50, contingent upon the execution of the Agreement for the Demolition, Removal, and Abatement of the fire-damaged property and related items on the Property by Wells Fargo Bank, N.A., as Indenture Trustee under the Indenture Relating to IMPAC CMB Trust Series 2005-6 and Pamela Losie.
2. Approval of the attached Agreement for the Demolition and Removal Work is expressly contingent upon the execution of the Demolition, Removal, and Abatement Agreement by the current owner of the property, Wells Fargo Bank, N.A., as Indenture Trustee under the Indenture Relating to IMPAC CMB Trust Series 2005-6, and previous owner of the property and named insured on Allstate Property and Casualty Insurance Company Policy 932486531, Pamela Losie, and should either the current or previous owner of the property fail to execute the Demolition, Removal, and Abatement Agreement, this conditional approval of the Agreement for Demolition and Removal Work shall be null and void.

Passed this 26<sup>th</sup> day of August, 2019.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Joe Lynch, City Administrator and Deputy Clerk



July 18, 2019

• Earthwork • Demolition • Utilities

### DEMOLITION PROPOSAL

**To:** Judy Thill  
Fire Chief  
City of Inver Grove Heights

**Project:** 9185 Inver Grove Trail  
Inver Grove Heights, MN

**Plans Dated:** None

**Addenda:** None

**Start Date:** TBD

#### DEMOLITION

- \* Mobilization
- \* MPCA Demolition Notification
- \* Municipal Demolition Permit
- \* Perimeter bio-rolls
- \* Building demolition
  
- \* Debris disposal in a Licensed Sanitary Landfill (Debris assumed to be asbestos containing)
- \* Removal of driveway and sidewalk
- \* Grade site with on-site material to safe slopes
- \* Import and place topsoil at disturbed areas
- \* Hydroseed disturbed areas

- \* Bid breakdown is attached

Demolition Price \$ 32,431.00

septic to +2500.00  
\$34,931

**The following are not included in our proposal:**

Bonds, permits other than listed above, site removals other than noted, utility disconnect fees, site maintenance, well or septic abandonment

see  
attached  
on septic

\*\*\* **This quote is valid for 30 days from proposal date.**

It is the mission of Frattalone Companies to be "the trusted civil site construction contractor" for our clients – always delivering quality, commitment and creative solutions. We continually challenge ourselves to exceed our client's expectations for value, quality, safety and on-time performance. Please contact me if you have any further questions or concerns.

Sincerely,

Chris Niemand  
Project Manager  
[ChrisN@Frattaloneco.com](mailto:ChrisN@Frattaloneco.com)  
Cell: 952.607.5163

## Judy Thill

---

**Subject:** FW: Demolition Proposal

**From:** Ben Eiler <[bene@frattaloneco.com](mailto:bene@frattaloneco.com)>  
**Sent:** Tuesday, August 20, 2019 2:58 PM  
**To:** Judy Thill <[jthill@invergroveheights.org](mailto:jthill@invergroveheights.org)>  
**Subject:** RE: Demolition Proposal

Judy,

Please use \$2,500 to pump and remove the septic tank.

Please let me know if you have any other questions or concerns.

Thanks,

Ben Eiler  
Project Manager  
*Frattalone Companies, Inc.*  
3205 Spruce St  
St. Paul, MN 55117  
P: (651) 484-0448  
F: (651) 484-7839



**BID PROPOSAL**

| <b>Biditem</b> | <b>Description</b>                   | <b>Quantity</b> | <b>Units</b> | <b>Unit Price</b> | <b>Bid Total</b>   |
|----------------|--------------------------------------|-----------------|--------------|-------------------|--------------------|
| 10             | Mobilization                         | 1.000           | LS           | 1,489.90          | 1,489.90           |
| 20             | Supervision                          | 1.000           | LS           | 2,426.36          | 2,426.36           |
| 30             | Demolition Permits                   | 1.000           | LS           | 472.00            | 472.00             |
| 35             | Erosion Control                      | 1.000           | LS           | 1,890.00          | 1,890.00           |
| 40             | Building Demolition                  | 1.000           | LS           | 7,724.46          | 7,724.46           |
| 50             | Debris Trucking & Disposal           | 1.000           | LS           | 15,182.70         | 15,182.70          |
| 60             | Removal of Hard Surface Improvements | 1.000           | LS           | 650.62            | 650.62             |
| 70             | Import Topsoil & Grading             | 1.000           | LS           | 1,785.65          | 1,785.65           |
| 80             | Seeding                              | 1.000           | LS           | 810.00            | 810.00             |
|                | <b>Base Bid</b>                      |                 |              |                   | <b>\$32,431.69</b> |
| 100            | Alternate for Well Abandonment       | 1.000           | LS           | 3,780.00          | 3,780.00           |
|                | <b>Bid Total</b>                     |                 |              |                   | <b>\$36,211.69</b> |



1301 South Concord Street  
South St. Paul, MN 55075  
Direct: 651.457.3600  
Fax: 651.731.7794  
[www.kamishexcavating.com](http://www.kamishexcavating.com)

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## PROPOSAL

**To:** City of Inver Grove Heights  
c/o Judy Thill  
651-450-2495 phone #  
[jthill@invergroveheights.org](mailto:jthill@invergroveheights.org)

**Job:** 9185 Inver Grove Trail

**From:** Brad Ensrude

**Date:** 07/19/19

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### **INCLUDES:**

Complete demolition, removal, and disposal of the fire damaged home, garage, and shed, located at 9185 Inver Grove Trail, in Inver Grove Heights, MN. This would include the proper MN Dept. of Health or MPCA notifications and permits if required, asbestos / hazardous materials inspection report, erosion control permit, demolition permit, septic pumping and abandonment, coordination of utility disconnects, removal of interior MSW debris, backfilling the foundation with on-site soil to create a safe slope, removal of the driveway to the road ROW, removal of the lean-to storage shed and misc. debris, installation of erosion control silt fence or log as necessary to meet City requirements, and hydro-seeding the lot upon completion.

**TOTAL        \$35,373.00**

### **NOT INCLUDED:**

- 1.) Import of fill material or topsoil for backfilling.
- 2.) Payment of any outstanding utilities or taxes if applicable.
- 3.) Well abandonment. If required, add \$2,640.00
- 4.) Removal or disposal of asbestos or regulated wastes if encountered.

**Submitted by:** \_\_\_\_\_ (Brad Ensrude - 651.775.0848 cell)

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**Accepted By:** \_\_\_\_\_ **Date:** \_\_\_\_\_