

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, September 23, 2019 at 7:00 p.m.

A G E N D A

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

4. CONSENT AGENDA

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

- A. i. Minutes from the August 26, 2019 Regular Council Meeting
ii. Minutes from the September 9, 2019 Regular Council
- B. Disbursements for Period Ending September 18, 2019
- C. Approve Group Insurance Plans, Rates, and Contribution Amounts
- D. Request approval of the Pay Application #10 to Jorgenson Construction for Project 2014-10 Fire Station #2 New Construction
- E. Request approval of the authorized Change Orders #7, #8, and #9 for Project 2014-10 Fire Station #2 New Construction
- F. Request approval for the Fire Chief to contract with LVC Companies to install electronic door access system for Project 2014-10 Fire Station #2 New Construction
- G. Request approval to proceed with work in Change Order #10 for Project 2014-10 Fire Station #2 New Construction.
- H. Consider Approval of Proposal with US Aquatics for Consulting Services for the Replacement of the Pool Filtration and Chemical Feed Systems
- I. Jaeger Construction – Case No. 19-36CA; Approve a Resolution relating to a Conditional Use Permit to add two additions onto the existing Inver Grove Ford auto sales building. Property located at 4725 South Robert Trail.
- J. William Krech – Case No. 19-35SPD; Approve the Final Plat, Final PUD Development Plan, Development Agreement and related agreements for the plat of Amberwood. Property located at 2001 120th Street.
- K. City of Inver Grove Heights. Approve Resolution authorizing staff to enter into a Professional Services Agreement with Kimley Horn to prepare an update to the Northwest Expansion Area Alternative Urban Areawide Review (AUAR)
- L. Human Trafficking Task Force Joint Powers Agreement
- M. Consider Pay Voucher No. 3 for City Project No. 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 – NWA Trunk Watermain Improvements, 65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane
- N. Consider Pay Voucher No. 10 for City Project Nos. 2017-03 – Watermain Improvements, 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

- O. Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 5, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2017-09E – 93rd Street and Abigail Court Area Reconstruction
- P. Consider Pay Voucher No. 2 for City Project No. 2018-09D – Atwater Path Pavement Replacement, City Project No. 2018-09F
- Q. Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project No. 2019-10, Raingarden Inlet Retrofits
- R. Consider Resolution Separating City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail) and Establishing one Additional Project: City Project No. 2019-09F
- S. Approve Custom Grading Agreement and Permanent Drainage, Utility and Stormwater Ponding Easement for 10895 Barnes Avenue (Outlot C, Sunvilla)
- T. Consider a Resolution Accepting Quote for Utility Televising Services on City Project No. 2019-09D, 64th Street Area Improvements
- U. 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

7. REGULAR

Administration

- A. Consider Request for Inver Grove Brewing to Grant an Extended Premises Permit of the Existing Liquor License Sales Area to a Designated Outdoor Area, September 29, 2019
- B. Consider Request for Mississippi Pub to Grant an Extended Premises Permit of the Existing Liquor License Sales Area to a Designated Outdoor Area, October 3-4, 2019 and October 5, 2019
- C. Consider Approval of the Second Reading of the Amendment to the Liquor Ordinance, City Code Title 4, Chapter 1, Section 10(B) Relating to Payment of License Fees
- D. Consider Approval of Motor Vehicle Sales Business License Application

Community Development

- E. Update on the STOR Development Project (9725 Robert Trail)

8. EXECUTIVE SESSION

Pursuant to Attorney-Client Privilege and Pursuant to Minn. Stat. § 13D.05, Subd. 3(b) a closed Executive Session to discuss the lawsuit of City of Inver Grove Heights vs. GS Truck & Trailer Repair LLC and GS Transport Express LLC

9. MAYOR 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.

**INVER GROVE HEIGHTS REGULAR CITY COUNCIL MEETING MINUTES
MONDAY, AUGUST 26, 2019 AT 7:00 P.M.**

1. CALL TO ORDER

The City Council of Inver Grove Heights met in regular session on Monday, August 26, 2019, in the City Council Chambers. The Pledge of Allegiance was recited. 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, City Planner Hunting, City Engineer Kaldunski, Fire Chief Thill, Police Chief Chiodo, Police Commander Otis, and Police Sergeant Wiederhoeft.

3. PRESENTATIONS

Fire Safety Commendation

Fire Chief Judy Thill stated due to unforeseen circumstances the scheduled presentation will be discussed another time. She introduced Fire Explorer Post 627 that just received the newly created Art Widerstrom Award during Governor's Fire Prevention Day at the State Fair. Governor's Fire Prevention Day was created 21 years ago by Inver Grove Heights Fire Operations Officer Dan Bernardy. She stated the Award was established in 2018 and presented to the highest scoring public education presentation skill at the Explorer Challenge each year. She congratulated the Inver Grove Heights Fire Explorer Post 627 for their hard work and dedication and for bringing home this prestigious Award. She also thanked the Explorer Advisors who have helped over the years.

She stated if there are any youth between the ages of 14 and 21 interested in learning about fire fighting and want to join the Explorer Post, to contact the Fire Department. She stated ten to twelve of the present paid on-call fire fighters are hired out of the Explorer Program and one has been hired full time.

4. CONSENT AGENDA

- A.** Minutes from the August 12, 2019 City Council Meeting.
- B.** Disbursements for Period Ending August 20, 2019. **Resolution 19-140.**
- 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 – 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 – NWA Trunk Watermain Improvements, 65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane.
- J.** Consider Pay Voucher No. 1 for City Project No. 2018-09D – Atwater Path Pavement Replacement, City Project No. 2018-09F – 55th Street and 55th 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 96th Street.
- L.** **Resolution 19-141** 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.

- 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. **Resolution 19-142.**
- N.** Consider a **Resolution 19-143** Receiving Petition for City Project No. 2019-09D – 64th Street Area Improvements.
- O.** **Resolution 19-144** Accepting Professional Engineering Services Proposal from Bolton & Menk for City Project No. 2019-09D – 64th Street Area Improvements.
- P.** Approve Proposal for Additional Professional Services for Feasibility Study for City Project No. 2016-19 – 65th Street between Trunk Highway 3 and Babcock Trail.
- Q.** Personnel Actions.

Councilmember Dietrich requested to pull Agenda Items 4A and 4H.

Dian Piekarski, 7609 Babcock Trail, requested pulling Agenda Item 4D.

Motion by Bartholomew, seconded by Perry to approve the Consent Agenda except for Consent Agenda Items 4A, 4D, and 4H.

Ayes: 5

Nays: 0 Motion carried.

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

Councilmember Dietrich stated Human Resource Manager Janet Shefchik's name was missing from the August 12, 2019 minutes for her help negotiating the Union Contract under Agenda Item 5 – Public Comments. She was concerned with the minutes being factual and commented the website states it is approved by Staff when it should be approved by Council. She stated that may be something to revisit in the future. Mayor Tourville stated the minutes are pending until approved by Council and then become official.

Motion by Dietrich, seconded by Perry to approve Agenda Item 4A Minutes from the August 12, 2019 City Council Meeting with correction as described.

Ayes: 5

Nays: 0 Motion carried.

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

Dian Piekarski, 7609 Babcock Trail, asked what the yearly cost to maintain the dog park was and if it is budgeted annually. She commented about the Golf Course being mowed in some areas and not in others. She questioned if they cannot take care of what they have, why new things are being added. Mayor Tourville suggested she contact Parks and Recreation Director Eric Carlson about the dog park. He stated trails are on a program and not done yearly.

Motion by Bartholomew, seconded by Perry to approve Agenda Item 4D to Consider Final Pay Request No. 6 to Pember Companies for the Heritage Village Park Dog Park Improvements.

Ayes: 5

Nays: 0 Motion carried.

H. Consider Setting Special Meeting Dates

Councilmember Dietrich stated there have been discussions between herself and City Administrator Lynch about setting special meeting dates. She stated on August 16, 2019 she emailed the City Administrator and asked that his performance review be put back on the August 26, 2019 agenda for a vote in the Executive Session. She stated his response was that “he was setting aside September 23rd as his review date”. She discussed her emailed response and stated the review should be taken care of in a timelier manner than the end of Quarter 3, 2019. She commented a previous discussion between them was that it was a goal to have it completed on time this year. She stated she suggested this still be placed on the agenda for August 26, 2019, and if the Council prefers to wait, then it would be affirmed via vote. On August 22, 2019, after noticing the performance review was not on the upcoming agenda, she emailed the City Administrator asking why. She stated his response was that he had spoken with City Attorney Kuntz who said that notice must be posted for these meetings.

Councilmember Dietrich requested that for future meetings there be a discussion around the process for preparing agendas. She requested a copy of the Council Bylaws so that she can serve to the best of her abilities within the guiding principles.

Mayor Tourville commented that not all Councilmembers were going to be in attendance for the meeting to take place at 5:00 p.m. this evening. Councilmember Dietrich stated all are currently in attendance. Mayor Tourville stated not all would have attended at 5:00 p.m. today. Councilmember Dietrich stated the City Administrator’s performance review was scheduled during a regular Council meeting in the spring and took place after the Council meeting.

Motion by Piekarski-Krech, seconded by Perry to approve Agenda Item 4H to Consider Setting Special Meeting Dates.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT

Frank Rauschnot Jr., Woodville, Wisconsin, spoke regarding his former property located at 6840 Dixie Avenue. He stated that since the property was sold, the City has said that trucking or truck repair was never done on the Industrial site, which it was based on the number of visits by City staff. After the sale of the property, Code Enforcement visited the site and stated trucks were not allowed on the property and the property was not to be sold. He stated before the property was sold, the City Administrator contacted him about selling the property to the City for considerably less than it’s worth and felt like he was being bullied. He asked that the Council step in and allow the current owner to run his business. He stated since he is unemployed, he can take the position of both the City Administrator and the Community Director for the price of one and he would run things honestly and transparently.

Mr. Rauschnot, Jr. stated the City Administrator has misled people about how things were done at Heritage Park and requested the following information:

- GPS coordinates of the areas with asbestos contamination found in the park.
- Dates that Braun Intertec supervised the safe legal removal and disposal of asbestos or asbestos containing debris.
- Name of the Engineer from Braun Intertec who oversaw the asbestos removal process.
- Name of the Contractor who removed and disposed of asbestos from the park.
- Copies of all manifests and bills paid for removal, transportation, and disposal for asbestos and all hazardous materials from Heritage Park.

Grant Robbins, 9432 Tyne Lane, stated he is present along with residents living at 9436 and 9426 Tyne Lane. He stated they were concerned about the self-storage industrial development located at 9725 Robert Trail South. He had been in contact with City employees Heather Rand, Steve Dodge, Nicole Portugal, Tom Kaldunski, and Barr Engineering when the new on-site stormwater pond filled significantly from a minor rain event. Since contacting the City employees, he has received many documents, drawings, future development ideas, and minutes from the December Planning Commission meeting and the January City Council meeting from which a conditional use permit and variances were granted. He stated those plans differ from the plans approved by the Assistant City Engineer from May 24, 2019. He commented those plans may have been reviewed without notification or input from the Planning Commission, City Council, or affected residents. The revised plans include excavation of a new I1 zoned location visible to nearby homes, removal of an additional 0.7 acres of heavily wooded onsite property, which provides the only privacy to residents on Tyne Lane, and significant changes to the site's stormwater plan. He stated the new stormwater pond reaches within 12 inches of his property line and creates a safety hazard.

He requested Council support stopping the development in the area east of the roadway until the issues have been reviewed and resolved. He stated the work is ongoing prior to 7:00 a.m. and after 7:00 p.m. Mayor Tourville asked if he has met with engineering. Mr. Robbins responded that he spoke with City Engineer Kaldunski but has not heard from others. He stated the developer asked to meet with him on Wednesday, but he is not prepared to negotiate the settlement when there are violations of the practices of the City. City Engineer, Tom Kaldunski, stated they should not be working before or after the 7:00 hour.

Mr. Robbins stated he would prefer meeting with the City and neighbors. Councilmember Bartholomew asked if activity could be stopped until they can discuss the issue further. Community Development Director Heather Rand did not believe the work should be stalled. She stated proper notification was given, along with discussions, with residents last week. After speaking with the City Engineering Division, they believe the plans have not changed and the proper process was followed. Ms. Rand stated that if there is any resolution to negotiate above the City's responsibility, the property owner and individuals should discuss them together.

Mayor Tourville asked staff to contact the business owner and tell them they cannot begin work prior to 7:00 a.m. Mayor Tourville agreed with residents speaking with the developer and offered staff to sit in on the meetings as well.

Mr. Robbins stated the plans given to him differ substantially to the plans currently in place and no notifications were given of any changes. Mayor Tourville suggested he meet with developer and the Engineering Division. Mr. Robbins stated the request is not to stop work at the site, it's to stop work on the site east of the road where changes were made to the plans. Mayor Tourville responded the City could relay the message to the developer that there is a difference in opinion on the east side of the road and let them know about what time of day they can begin working.

Councilmember Piekarski-Krech asked staff to notify Council as well. She recalled the trees were going to stay in the project as a buffer and that neighbors at the time were fine with it. She commented she was concerned things may have changed and would have possibly voted differently. Mr. Robbins responded those plans have changed and the trees are gone.

Kevin Sethre, 3650 73rd Street East, referenced articles in the St. Paul Pioneer Press beginning with one dated August 7, 2019. Mr. Sethre commented the article spoke about offensive comments made by City Administrator Joe Lynch. He stated a December 2018 article states that comments by Joe Lynch to an employee as "immature and unprofessional" resulted in disciplinary action. He

commented a June 15, 2019 article states there was an initiative to enhance interactions and communication within the City staff that is not related to any of the aforementioned. He stated there are concerns and questions about whether taxes will increase due to the separation agreement and that he noticed a quote stating “if I had done half of what Mr. Lynch has admitted to at work, they would have been ushered out the door by the employer”. He stated he understands there must be an action to reduce City exposure on personal matters, but this is disappointing.

Kathryn Bauer, 6895 Cain, thanked the City Council for their service and leadership. She stated she believes the perception of the City has been marred by recent negative publicity concerning the City Administrator and she is concerned about his words and actions. She stated the Council found Mr. Lynch to be in violation of the City’s Respectful Workplace Policy twice. Mr. Lynch was not only suspended for three days, but it cost him the respect of City employees and residents. She stated the City needs the City Administrator to be a role model of someone who sets the tone for all City employees and residents, and employees deserve to be treated with dignity and respect. Disrespect should not be tolerated. She stated City Administrator Lynch’s words and actions did not promote the type of respectful workplace environment she wants to see in this City and that the City deserves better.

Regina Barr, 5947 Bryant Lane, read aloud a letter she sent to the Mayor and the City Council. Ms. Barr stated she wrote the letter as a resident to express her dismay about the negative publicity regarding employment matters and actions of City Administrator Joe Lynch. She commented the negative public perception and work culture in the media is with the City Council. She stated that confidentiality does not preclude the City Council and they should improve the work culture and environment, so these matters do not occur again. She stated she looks forward to hearing more about the City Council’s plan to ensure a positive work culture and environment and thanked them for their service to the Community.

Ms. Barr spoke of Councilmember Dietrich’s comment about performance reviews being delayed twice and questioned if it had something to do with the behaviors seen with the negative work environment and work culture. She spoke with Councilmember Bartholomew who informed her that her letter could not be received into record unless she attended the meeting to present it. She asked about the policy concerning letters that are requested to be read into the record and how they are handled. She asked what the City Council does with letters they receive and how they are shared with staff. Mayor Tourville responded that most letters received are attached to an agenda item and added into the record. Ms. Barr asked to see where that information is posted so she knows the policy.

Sue Gliva, 5914 Bryant Lane, stated she sent letters to the City Council and she wanted to read her letter. Ms. Gliva read her letter. To summarize, she stated that as a resident, and School District 199 School Board member, she was disappointed with the actions of City Administrator Joe Lynch. The money and time spent on his actions should warrant thought about his future employment with the City. All costs associated with the employment matter should be accounted for and publicly posted and residents have a right to know where their taxpayer money is being spent. She stated the City and School Board collaborate on many things and for the success of the Community we need the City and schools to represent the community in a positive way. She stated she was not speaking for the entire School Board but personally did not feel that Mr. Lynch is fulfilling expectations in the workplace, and his actions should not be overlooked. She urged the City Council to consider his future employment.

6. PUBLIC HEARING

A. Alcohol Compliance Check Failures

Police Chief Melissa Chiodo discussed youth drinking, stating the Inver Grove Heights Police Department impacts this issue by enhanced enforcement of laws, prohibiting the sale of alcohol to minors, working with schools on policy review, changes, enforcement, and by public awareness and education campaigns. Since 1999, the Police Department has conducted at least one yearly compliance check. Checks are not done to target a business or individual, they are done to help prevent youth from purchasing alcohol, make sure licensed businesses check IDs, and do not sell alcohol to anyone under twenty-one.

Police Commander Josh Otis stated the program uses checks as a tool to verify businesses, with a valid liquor license, are properly selling alcohol to persons age twenty-one or over. This reduces underage access to alcohol, helps the department identify, educate, and hold accountable those in violation of MN Statutes and Ordinances. Checks are currently done annually. Beginning in 2019 there will be a minimum of two City-wide alcohol compliance checks. The compliance check process includes verifying all current license holders that have adult underage participants, aged 18-20, fill out a seven-page participant packet to ensure they can participate with underage sales. He stated that this year there were two teams. The first team consisted of two young adult females who worked with Sergeant Wiederhoeft, the second team had one young adult female working with Officer Mattson.

The process includes presenting their State ID if asked, and if not asked for an ID, they are to go about the sale. If asked for their age, they say twenty-one. When checks are completed a business is notified of a “pass”. This year’s process had changed to a mail merge which allows a spreadsheet of all businesses to be mailed out in separate letters signed by Officer Wiederhoeft. This year there was a clerical error and some businesses that had a failure received a pass letter. Due to the error, Officer Wiederhoeft personally served businesses with a notification and discussed what was needed to attend tonight’s meeting.

City Attorney Tim Kuntz discussed the process for the public hearing and stated he wanted to address each violation separately. A presentation would be given by the Officer on the information contained in the packet. He asked that Council make a motion to receive information and make it part of the public hearing record. He stated that the business has a right to respond, make statements, or produce evidence. The public hearing would end with a motion. He stated if Council finds a violation has occurred, a motion should be made with the following two parts: part one would be to determine and find that a violation of the liquor laws in respect to a sale to a person of less than twenty-one years of age has occurred. Part two determines what the penalty of the violation.

Police Commander Otis stated on June 20, 2019 a bartender from El Azteca viewed the license of the underaged person and served her a beer. Once the underage teen left the business, Sergeant Wiederhoeft presented post-serve-contact procedures. According to records over the last five years, this is the first violation by El Azteca. Staff recommends that the first violation within five years receive a \$750.00 civil penalty.

The El Azteca representative(s) had to leave and before they left, they advised Police Chief Chiodo that the server was sick that day and believes that is why this happened. The server has been through server alcohol training twice.

Motion by Piekarski-Krech, seconded by Perry to receive the documents submitted by the Police Department as part of the public hearing records.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski-Krech, seconded by Perry to close the Public Hearing at 8:04 p.m.

Ayes: 5

Nays: 0 Motion carried.

Police Commander Otis stated on June 20, 2019 a server for Jersey's Bar and Grill viewed the underaged person's drivers license and served them a bottle of beer. Officer Mattson gave post-serve-contact procedures. According to records over the last five years, this is the first violation for Jersey's Bar and Grill. Staff recommends a \$750.00 fine. He stated the Council also needs to consider the server training for the server who failed the compliance check. He stated they were advised the server did not complete server training prior to serving alcoholic beverages which is an additional violation to the Ordinance.

Councilmember Bartholomew asked if there were any guidelines on the penalty for not completing server training. Commander Otis responded there are no guidelines for that, it only states the Council can go above and beyond the outlined civil penalties.

Motion by Piekarski-Krech, seconded by Perry to receive the documents submitted by the Police Department as part of the public hearing records.

Ayes: 5

Nays: 0 Motion carried.

William Ashton, 6449 Concord Boulevard, stated they have changed their policy for Jersey's Bar and Grill. The server in question was a server in training and has been terminated. He stated policy is to have training before beginning shifts on their own. They have now changed that policy to have the training done prior to working.

Motion by Piekarski-Krech, seconded by Perry to close the Public Hearing at 8:11 p.m.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski-Krech, seconded by Perry to approve a \$750.00 fine.

Ayes: 5

Nays: 0 Motion carried.

Police Commander Otis stated on June 20, 2019 an employee for Cameron's Liquor viewed the underaged person's driver's license and sold her a six pack of beer. The buyer was asked by the employee if she was over twenty-one and the buyer responded yes. The teen buyer left the store and Sergeant Wiederhoeft took over with post-buy-contact procedures. According to records from the last five years, this is the second violation for Cameron's Warehouse Liquor with the first violation in July 2015. Staffs recommendation for the second violation in five years

is a \$1,000 civil penalty and a one-day license suspension. The recommendation for suspension would take place on one of the following dates: October 3, November 1, November 27, or December 31, 2019.

Councilmember Bartholomew asked why dates were recommended and how they were picked. Police Chief Chiodo responded the dates were recommended because it's a practice done by other Cities. Businesses who pick their own dates pick a date that they do not want to be open or have the slowest sales. She stated due to that and the violation, Cities pick a date that is usually a busier time, so they understand the impact of serving alcohol to someone under twenty-one. Mayor Tourville stated picking dates has not been the practice in the past. Mayor Tourville suggested this year the owner choose the date; however, notify liquor license holders that in the future, if there is a violation, dates will be recommended by the Police Department. Councilmember Bartholomew agreed.

Councilmember Dietrich asked if this would come before the Council on a future agenda. Police Chief Chiodo responded that could be done.

Motion by Piekarski-Krech, seconded by Perry to receive the documents submitted by the Police Department as part of the public hearing records.

Ayes: 5

Nays: 0 Motion carried.

George Cameron, 2477 79th Street East, discussed what took place on June 20th, the day that Officer Wiederhoeft came in with the underage adult stating the purchase was made by the underage adult. He stated a badge was not shown by the Officer when he introduced himself and he did not have a business card. He stated he didn't hear anything back until he received a letter dated July 12, 2019 stating he and staff successfully passed the alcohol compliance check. He stated the worker, Cherylarae, received a letter from Dakota County called Statement of Probable Cause. He discussed what the letter spoke of regarding the events of the compliance check and stated he has two witnesses that heard and noticed the sale of the beer but did not hear the cashier's statement about making the sale anyway. He stated the letter is inaccurate and it doesn't note the fact that there was another person in the store at the time.

Mr. Cameron stated he asked the City for the protocol for compliance checks and was told there was no protocol. He called the State of MN Liquor Control and asked what their protocol was and was told it is up to the City.

Mr. Cameron stated he called City Administrator Lynch and asked if the City tells the underage buyer to lie about their age or if it was the Officer. He asked to see the certificate of training received by underage buyers. Police Commander Otis responded the individuals are trained the day of compliance checks by both himself and the officer assigned. There is no certificate of completion. Mayor Tourville asked if the underage buyer is told to lie when asked about their age. Commander Otis responded the underage buyers are told when asked about their age without an ID being presented that they should say they are twenty-one. If they are asked to show their ID and are asked if they are twenty-one, they should say yes.

Police Chief Chiodo stated the City Administrator and herself discussed this topic with Mr. Cameron last week. During that discussion she gave Mr. Cameron a copy of the protocol that began in 1997 in the State of Minnesota. On that copy, in Point 13, it states to “instruct the decoy to lie about their age if asked”. She stated the document is a part of the Attorney General Guidelines and the Department of Alcohol and Gambling to set up a real-life situation.

Councilmember Bartholomew asked if the practice was done the same way in the past. Commander Otis responded over the last few years the direction has been the same. Councilmember Piekarski-Krech agreed the practice has been the same over several years.

Mr. Cameron distributed handouts to the Mayor, Councilmembers, and City Administrator. He commented about the content of the letters regarding compliance checks stating they were from the following locations: University of Minnesota, Grand Forks, North Dakota, Oklahoma, State of Missouri, and other locations. All letters state the underage buyer should state their true age when asked. He commented the protocol in Inver Grove Heights is that they do not have to be truthful when answering.

Mr. Cameron distributed a handout about a court case that took place in Little Falls, MN referred to as a “sting”. He asked to see the record for Cherylarae on how many sales she has made illegally for someone under 21. He commented she is being placed under the same rules as a sting and it is entrapment.

Mr. Cameron distributed a handout about compliance checks and sting operations to the Council and quoted, “Compliance checks or sting operations must be conducted without entrapment. Entrapment is inducing people to commit a crime they would not be predisposed to commit or ordinarily commit”. He stated in the eighteen years he has worked with Cherylarae, she has never sold to someone underage, and he would not allow it to happen. He commented that once an ID is asked for, the check should be over and what was done to his employee is illegal. He stated it is a sting. Mr. Cameron handed out an additional handout to the Council and staff.

Councilmember Perry stated the employee had the under aged person’s driver’s license in her hand. Mayor Tourville commented he appreciated the handouts, but this seemed like more of a legal issue outside of the Council’s purview. The City Council cannot stop this from going to court. Councilmember Bartholomew stated an ID was asked for and produced and it resulted in a violation.

Councilmember Piekarski-Krech asked about the witnesses. Mr. Cameron responded there were two underage people sent into the store and there were salesmen in the store working. Commander Otis stated the day shift had two adult underage females and the night shift had one underage adult female. Councilmember Piekarski-Krech asked for clarification on the term “underage adult”. Commander Otis responded all underage buyers are adults under the age of twenty-one with an ID.

Councilmember Dietrich asked if there was a written policy that Mr. Cameron could have. Police Chief Chiodo responded there is protocol in draft form. She stated that could be brought before the Council and made public.

Motion by Piekarski-Krech, seconded by Perry to receive information given by Mr. Cameron.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski-Krech, seconded by Perry to close the Public Hearing at 8:56 p.m.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Bartholomew suggested the liquor license holder pick the date as long as it is served by the end of the year. Councilmember Piekarski-Krech asked that something be written to show that going forward if there is a suspension, a date would be given by City staff. Commander Otis responded they would outline the entire compliance program. Mayor Tourville suggested a draft be put together and brought to the City Council before beginning the second compliance checks.

City Attorney Kuntz requested the motion contain information that the suspension date must be chosen within ten days and reported back to the City Administrator.

Motion by Dietrich, seconded by Perry to show that a fine of \$1,000 has occurred and to impose a penalty of a one-day license suspension. The suspension date must be chosen within ten days and given to the City Administrator.

Ayes: 5

Nays: 0 Motion carried.

City Attorney Kuntz stated there needs to be a clarification under Jersey's Bar and Grill public hearing. The Council imposed a fine of \$750.00, but there were two violations brought forward. He asked if the Council understood the motion was to set a fine for the two violations. Councilmember Piekarski-Krech responded it was just for the underage person being served with the understanding that Mr. Ashton change his procedures. If a server hasn't received training, there would be a fine moving forward. The Council agreed with doing training before serving. Mayor Tourville stated the person doesn't work there anymore and they can't impose a fine for the person not receiving training because the employee no longer works for Jersey's Bar and Grill.

7. REGULAR AGENDA

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.

City Administrator Lynch stated this is for an extended Premise Permit for Drkula's to sell and consume liquor outside the physical building from September 5 to September 7, 2019. He stated on Thursday September 5, there will be a private party from 5:00 to 7:00 p.m. It would be open to the public from 7:00 to 10:00 p.m. with live band music. On Saturday, September 7, the area would be open from noon to 12:30 a.m. There will be a wrestling event and live music. He stated the applicant provided the necessary insurance certificate. The Police Department and Fire Marshal have been notified and will meet the day of the event to review the enclosure and ensure compliance. Staff recommends approval.

Mayor Tourville stated it is a different premise for non-liquor license holders, they get one event per year. City Administrator Lynch responded there is a temporary liquor license granted to organizations that do not hold an existing liquor license in the City. This is part of the Inver Grove Heights Days events.

Motion by Piekarski-Krech, seconded by Perry to approve the 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.

Ayes: 5

Nays: 0 Motion carried.

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 63rd Street. Tabled from August 12. Resolution 19-145.

City Planner Allan Hunting stated this item was tabled at the last meeting due to the applicant's absence. This request is for a detached accessory structure garage with a setback of 16-feet and 6-inches from the Babcock Trail right-of-way. The existing house is twenty-one feet from the property line and the setback from Babcock Trail is forty feet. Staff recommends the structure not be any closer to the roadway as the existing house. Planning Commission recommends approval of the application as presented.

Community Development Director Rand stated there were issues related to building permits, code compliance, and a fire permit, but the applicant is within the confines of meeting the requirements.

Kyle Hannah, 1808 63rd Street East, discussed the layout of the property and the setbacks. Councilmember Piekarski-Krech asked why it couldn't have the same setback as the house with 21 feet. Mr. Hannah responded there is an apron cement slab that would have to be moved from the plan and would offset the front of the garage from the front of the home. The front of the home has an open porch, and this would move it five feet in front of the existing structure.

Councilmember Bartholomew stated the home was built in 1880, additional easements were added over the years moving it closer to Babcock, so he was not opposed to the 16-feet 6-inch setback. Councilmember Piekarski-Krech stated twenty-one feet has been done with other variances and was not in favor of the lesser setback but would agree with twenty-one feet.

Mr. Hannah stated he would have to adjust the plans and resubmit them to the City. The change brings the building five feet in front of the existing house. City Planner Hunting stated if the request is denied the applicant would have to submit a new plan.

Councilmember Bartholomew asked if the next step was to make a motion to approve the variance as listed in the resolution and see if it passes. City Attorney Kuntz responded if it does not pass, they would have to make a motion to deny. Councilmember Bartholomew asked if a motion could be made for twenty-one feet as directed by staff. City Attorney Kuntz responded a motion could be made for twenty-one feet.

Motion by Dietrich, seconded by Bartholomew to approve the sixteen feet, six inch setback as the Planning Commission had set for the Variance and noted by Bartholomew that the increase of easement from Babcock Trail is also a consideration for a Resolution relating to a Variance to allow a detached accessory building within the front yard setback for property located at 1808 63rd Street. Tabled from August 12. Resolution 19-145.

Ayes: 4

Nays: 1 (Piekarski-Krech) Motion carried.

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. Resolution 19-146.

City Planner Hunting stated the applicant is proposing to amend the Arbor Pointe PUD Ordinance to allow the use of a church in the community shopping center district in the old Advanced Auto Parts building. Current ordinance does not allow for churches. He stated they would convert the building to include the worship auditorium, classrooms, offices, and minor changes to the parking lot. He stated this only addresses the Ordinance Amendment. If successful, the applicant would have to come back to review the site plan. He stated staff was concerned with the change of use from retail and recommends leaving the use out of the Ordinance. Staff recommends not changing the Ordinance but would recommend it be allowed as a conditional use which is consistent with how churches are treated in other parts of the City. Planning Commission supported the request.

Councilmember Bartholomew asked who owns the vacant piece of property next to the gas station and tire store. City Planner Hunting responded TCF Bank.

Richard Farrell, 531 12th Avenue South, South St. Paul, Senior Pastor of Gateway, stated they are active within the community and want to continue to do so. They have been looking for a space and understand this space is not zoned for a church. He stated the current building would be a perfect fit on this side of the City.

Rodger Espeseth, 8662 Collin Way, stated the group is doing good things in Inver Grove and lends his support.

William Melin, Cushman and Wakefield, 3500 American Boulevard, Suite 200, Bloomington, stated he is in attendance on behalf of the owner of the property which has been vacant for twelve years. Maintaining it and keeping it nice has been a hardship for the owner. There has not been much activity. He stated the Planning Commission voted in favor of a conditional use permit. He stated having a Church in the area would be a customer draw to businesses around it and an opportunity for a Church to go into an area much like the school.

John Marsden, 7352 Boyd Avenue, stated he and his wife are the founding Pastors of River Heights Vineyard Church on Cahill Avenue. He stated they have been a part of the community for twenty-nine years. Twenty-six years ago, they were given a conditional use permit to meet in the shopping center where the Bierstube is located. He stated businesses and churches can co-exist very well and draw more people into the area. He urged the Council to support this amendment for a conditional use permit for this area.

Jane Michelkamp, 8664 Collin Way, stated she is a Children's Pastor and has taught a Bible Study at Rolling Meadows. Gateway Church has supported the Bible Study and giving the families clothing, coats, mittens, hats, food, and diapers. She stated Gateway Church would be a great asset to the community.

Mary Rekuski, 8740 Brunell Way, stated she supports all churches finding a location within the ordinances of the law and zoning codes. She is opposed to putting a Church in the community shopping area. She stated the church would be tax-exempt and not contributing to the tax base. She asked the Council to consider the separation of church and state when the church may be renting space to a political group. She questioned why the church has moved twice in six years. She asked if considering this request expresses favoritism for this church over others.

Ms. Rekuski stated that as a taxpayer and voter she didn't feel like there was proper notice of this and that it was fast-tracked. She stated she only knew about this topic based off of a sign placed at the business location. She stated the posted notification needed to change and become more citizen friendly.

Ms. Rekuski asked what the risk was to the City to say no to this proposal and allow the building to remain vacant for the possibility of new retail in the area. She asked what the City gains or risks by granting this request. She stated that placing a church in the center of a shopping area to the benefit of a small group of people as opposed to those impacted by the shopping district.

Mayor Tourville stated their organization has never been given tax-free status, they are in a shopping center now, and included in their rent they are paying taxes. Ms. Rekuski stated this proposal is for purchasing the building. Mayor Tourville agreed. She asked what incentives the City offered the previous business owner. She asked if it was the Cities responsibility to market the property for them, and if other buildings deserve the same treatment. Mayor Tourville responded the City does not give preferential treatment. The business came in and filled out an application and they have a right to go through the process.

Vickie Vars, 8755 Coffman Path, discussed the notification process of the proposal and asked how people can find information on who received notices. She attended the Planning Commission meeting and were told twelve notices went out. The neighborhood did not receive notice. Community Development Director Rand responded the information can be given to Ms. Vars. Ms. Vars requested more publicity or publications. She stated that with the new businesses opening in the area more time should be given to attract more business. She stated the church is not a good fit for the area.

Councilmember Bartholomew asked about the notices that were sent out and if any feedback was received. Community Development Director Rand responded twelve notices went out including the Association. City Planner Hunting stated this is a zoning Ordinance Amendment. Ordinances do not require direct notification. He stated notice is always sent to the management company or the master association so they can get the word out. Nothing was heard back from any of the businesses.

Clyde Sherman, Presbyterian Homes, Cahill, stated the church would be good for the City and hopes it can stay here.

Jeremiah Jones, 1143 5th Avenue, Newport, is an Associate Pastor and works at the Church. He displayed photos of the area and stated they are working with a professional architecture company. In response to parking, restriping the lot could get 54 spaces. He stated those that attend church services tend to go out to eat after and having A&W and the Brew Pub in the area would be beneficial. In response to the number of times the church has moved, he stated they began in a living room, then moved to a 1300 square foot facility and outgrew the facility. The church is also outgrowing the current 6,000 square foot facility and the person who owns the space is leasing it out to someone else. He stated they are looking for a permanent home, and would like to stay in this community, and would like the request to pass.

Howard Pince, 6941 Casper Avenue, stated he has been with the church for about a year. The church wants to be a part of this community.

Marcie Sherman Craven, 148 9th Avenue South, South St. Paul, stated she has noticed the positive changes churches can do when entering a community. It improves the community, and can bring a different attitude, spirit, and strength to a City.

Ms. Rekuski stated she is not anti-church, but this would be the wrong location for this community.

Community Development Director Rand stated staff has discussed the pros and cons to the project. This is a City with very limited opportunity for commercial districts. There is momentum going in that area. She stated when she was out for Night to Unite in the newer neighborhoods and was listening to the wants of those in the area and it was not for additional churches, but it was “to-go” food, professional services, and job opportunities. She stated for those reasons, and to preserve limited commercial district, staff does not recommend this change. They are concerned about the message sent to the commercial district and the unintended consequences around the area may not be able to get a future liquor license with mixed uses.

Mayor Tourville commented about the Brew Pub being located next to a possible church and stated that took place prior to this request. He stated there could be a question as to why the church would be allowed in that location. City Administrator Lynch responded it was a previously licensed business and Inver Grove Brewing was granted permission before this application.

Mr. Farrell stated they let City staff know there are other Cities who have allowed churches into commercial areas. Some churches have an agreement with the City that the church would write a check every year for the City’s portion of property taxes. He stated that is something they are willing to do.

Councilmember Bartholomew asked if there were any agreements that an organization pays just the City portion of taxes. He asked if there were any Ordinances that prohibit this in the case of an agreement be reached. City Administrator Lynch responded it is called payment in lieu of taxes. There are none currently existing in the City. He stated a contractual agreement would be needed between the two entities and a legally binding document with terms/

City Attorney Kuntz stated this was explored when the Charter School made application. The City could not impose it unilaterally as a condition. It would have to be a voluntary offering by contract. Negotiations would come forward voluntarily to negotiate rather than an imposition.

Councilmember Bartholomew stated he is not opposed to a church but felt the application is not compatible with the area. It could be a lost opportunity for future growth. He stated a church would have an Ordinance requirement prohibiting liquor licenses within the area. He commented he would vote “no” as he finds it incompatible.

Mr. Melin stated due to allowing the school in the area, the City wouldn’t allow that in the same radius within the same area. Councilmember Bartholomew stated the distance of the school is farther away than this location. City Planner Hunting stated the Ordinance separation distance is 500 feet. Mayor Tourville stated the school is leasing the building.

Mr. Melin asked if the Council would be in favor if a lease was completed. Mayor Tourville responded he would have to consider it, but it would be different than buying and being in institutional forever. Councilmember Piekarski-Krech stated the issue is this is a community shopping center, not B3. Churches are allowed as a conditional use in a B3 zoning district.

She thought it would still require an ordinance change. Once the Ordinance is changed for the zoning, it’s changed for areas with that same zoning. She stated that anywhere there is a community shopping center district there could be a Church. She stated for her that is a great difficulty.

City Administrator Lynch stated that Ruby Tuesday was operating and licensed at the time. The Ordinance states if they are in place and operating and a school or religious organization moves in, it can continue to operate.

Mayor Tourville asked City Planner Hunting if there were other locations that are zoned for churches. City Planner Hunting responded that churches are allowed in the public institutional zoning district or B3 district. There is no vacant land zoned public institutional. He stated the church has approached staff for other locations but has had a difficult time finding something.

City Attorney Kuntz stated the application is for an ordinance amendment to add churches to the commercial shopping center zoning. If a motion is made to deny, the packet does not contain a resolution of denial. He stated those voting in favor of denial would be polled for this reason. He stated Page 2 of the Planning report listed pros and cons. The con section listed the following three points:

1. Takes away possible commercial opportunities for reuse of the building for other retail uses.
2. Church ownership would make the property tax-exempt.
3. The intent of the Arbor Pointe Ordinance was designed heavily on retail and service-oriented businesses to provide shopping opportunities for Arbor Pointe residents and promote retail activity for all businesses in the area.

Mr. Kuntz stated for those thinking denial, those three reasons can be used. If the vote is for denial, information would be brought back to the Council with a resolution at the next meeting memorializing what was stated this evening.

Motion by Piekarski-Krech, seconded by Perry to accept all correspondence associated with this item.

Ayes: 5

Nays: 0

Motion carried.

Motion by Dietrich, seconded by Piekarski-Krech to deny 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. Resolution 19-146.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Piekarski-Krech stated she didn't like the precedence of changing the community shopping center ordinance to includes churches. She was concerned about changing the parking and restriping the parking lot to nine feet. She stated these two reasons are in addition to the three listed by City Attorney Kuntz.

Councilmember Bartholomew stated by placing the church in this location, it makes some businesses incompatible that may want to come into the area and may request an on- or off-sale liquor license. City Attorney Kuntz clarified that Councilmember Bartholomew he was stating that businesses may be deterred from coming into the area. Councilmember

Bartholomew agreed and stated that he agreed with the three reasons listed previously and those listed by Councilmember Piekarski-Krech.

Councilmembers Dietrich, Perry, and Mayor Tourville were all in agreement with the five listed reasons for denial of the resolution and had nothing to add. Councilmember Piekarski-Krech agreed with the suggestion added by Councilmember Bartholomew.

City Attorney Kuntz listed reasons for denial stating they include item numbers 1 through 3 from the Planning report, number 4 from Piekarski-Krech on the precedence, and number 5 the parking area. He stated number 6 from Councilmember Bartholomew about being a deterrent from compatible uses coming to the area in the future.

He asked all Councilmembers individually if they agreed to the six reasons for denial as he listed above:

Councilmember Bartholomew responded yes.

Councilmember Dietrich responded yes.

Mayor Tourville responded yes.

Councilmember Perry responded yes.

Councilmember Piekarski-Krech responded yes.

He stated this would be reflected in the resolution memorializing those being the reasons of the Council and brought back at the next meeting on September 9, 2019.

Mayor Tourville suggested the church group meet with the City Planner again to look at possible areas.

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. Resolution 19-147.

City Planner Hunting stated United Properties would like to begin Phase 1 of the office warehouse project approved in 2008. They are requesting the following changes to the approval:

1. Requesting to change the hours of operation. They are requesting the conditions that restrict idling of truck engines and deliveries. Current hours are between 8:00 p.m. and 7:00 a.m. They would like it to be 10:00 p.m. to 6:00 a.m.
2. Condition that restricts the hours of operation of the building stating that could not be used overnight. They would like that removed.
3. Clarification on a condition of truck terminals. Truck terminals would not be allowed from this location.

City Planner Hunting stated staff does not recommend or propose hours of operation for businesses and have no concerns with the proposed changes. The second part of the request is to add an additional 89 trees to the front of the property. The third part of the request addresses the pedestrian trail to be constructed. He stated the applicant has proposed to construct the trail up front rather than wait to build it later. Discussions have taken place regarding where the trail should be located, on either the north side or the south side. Planning Commission recommends the condition stay the same and the trail not be constructed now, to give it time to see how the development progresses. He stated Parks and Recreation Director Carlson likes the idea of the developer constructing the trail now and that it fits into the trail plan either on the north side or south side.

Councilmember Piekarski-Krech asked if the residents didn't want a trail on the south side near their homes. City Planner Hunting responded some don't like the trail there. Further study would have to be done on the design. Mayor Tourville suggested two plans, one for the south and one for the north.

City Planner Hunting stated there were questions asked at the Planning Commission about signage for the trucks, where they are going, the traffic, and pavement condition. All semi-truck traffic has to use the far eastern entry/exit. There is a requirement that the City post a local traffic only sign at the Annalisa Path intersection and down by Highway 3. He stated the owner is to post internal signage at all three points that state all trucks and vehicles are to head toward Barnes Avenue.

Councilmember Bartholomew asked about a barrier that was requested to be placed at the truck exit that won't allow trucks to go the wrong way. City Planner Hunting responded staff discussed angled curving to make it difficult for anyone turning right. He stated a barrier would restrict access into the site and is not a good idea. He stated another question was asked about adding more signage stating routing trucks through the business park. He stated Public Works Director Scott Thureen has reached out to MnDOT. MnDOT may not allow additional signage but would be fine with local traffic only. Mr. Hunting stated road conditions for Courthouse Boulevard can handle the truck traffic. The Planning Commission supported changes to the hours in the evening but were split on the morning hours of 6:00 a.m. or 7:00 a.m. They supported eliminating the condition restricting use of the building overnight. They agreed with landscape plan changes and felt the pedestrian trail should be left as is as the project begins Phase 1 and then analyze the trail from there.

Councilmember Piekarski-Krech asked which days would be operating at those hours. City Planner Hunting responded the condition doesn't state days of the week, so it would mean every day of the week.

Community Development Director Rand stated there are two representatives from United Properties in attendance. She stated there was a person at the Planning Commission meeting who expressed interest in United Properties constructing sound barriers. Ms. Rand stated that after further discussion, United Properties indicated sound barriers would not be economically feasible. They believe when the buildings are constructed, they will provide some sound barrier value to residents along Courthouse Boulevard.

Brandon Champeau, Senior Vice President with United Properties, stated they have owned the site for over twelve years and has appreciated the time spent with staff and neighbors. The restrictions in the past were causing less interest in the property and changing some of them would help market it more with the hours now being similar to surrounding cities.

Councilmember Piekarski-Krech asked if any businesses would be working on Saturday and Sunday. Mr. Champeau responded it is extremely rare and he stated it would be quieter on weekends but there may be times they have to operate.

Steven Peterson, 2019 86th Court East, stated his property is within vision to Concord Boulevard and that he has attended various meetings on this topic. He displayed a map of the location of his home and the business and stated there are eight homes that would be impacted by the dedicated truck ingress/egress. He was concerned about engine braking and larger diesel engine noise. He stated his request is to find a way to have the situation of the view and sound of trucks going past his house be addressed.

Councilmember Dietrich asked how long he has been in the home and if he was aware it was zoned commercial. Mr. Peterson responded he has lived there since October 2017. He stated he was aware it was zoned that way but there are restrictions the developer is requesting to change such as the time change and traffic. He stated he isn't against the development but was concerned about the noise.

Mr. Champeau stated the truck traffic is dependent on the type of business. The product being built is a 24-foot clear product. This area would attract a mid-size type tenant for production or manufacturing office space needs. He stated it would be extremely unlikely having a truck at every dock every single day and he does not believe there would be a lot of truck traffic. He stated for example, one tenant in a development like this is a media company that has four trucks a week in a 50,000 square foot space.

Mayor Tourville asked City Planner Hunting about the original proposal that contained hourly estimates for trucks. Planner Hunting responded he did not have that information with him.

Mr. Peterson stated he sent out copies of ideas for barriers that were aesthetically pleasing, would block noise effectively, and are low maintenance. He stated speed limits were another issue. He stated the restrictions on truck deliveries were put there for a reason and it's being requested to change.

City Engineer Tom Kaldunski stated if speeding is an issue, they would do a MnDOT speed study. Most of the time the results go higher because people drive faster. Noise walls are extremely expensive. He stated most of the solutions for the homeowner would probably occur on his own property with a fence or a row of trees, but not in the City right-of-way. Mr. Peterson commented he would be fine with that.

Councilmember Piekarski-Krech stated she would support some trees but not a cement wall. Mr. Peterson referenced a pamphlet from MnDOT stating that trees and vegetation can provide visual screening but provide very little benefit in reducing noise. There must be at least 100 feet of dense trees that are at least 15 feet high. He stated that in his space the only option would be a physical barrier. City Engineer Kaldunski stated the method for checking noise would be to have a sound study that measures the decibels of existing traffic and who is affected. This would not be measured accurately until the project is there.

Jacob Sedlacek, 9250 Avalon Path, stated the United Properties development is good for the City and for the tax base. He stated he was concerned about giving this property special provisions; he hoped this property could do their work as good neighbors and get the best fit for the community.

Greg Lafrance, 8646 April Court, stated he has the same concerns as Mr. Peterson and is directly affected by the proposed changes. He requested the Council consider adopting partial amendments. He asked to hold to the agreement in 2008 for the hours of operation. He stated it was about the ingress/egress of delivery vehicles and times. He stated he purchased the property knowing of development, but also knowing the restrictions. He stated that all agreed in 2008 that the restrictions were acceptable. He stated the property values and quality of life will be affected by these changes. He asked if a compromise could be made to minimize the amount of traffic and the times that the trucks leave. He stated trees would help. He asked that the Council consider the hours of delivery be restricted or stay the same as the original agreement.

Councilmember Bartholomew stated the hours of 8:00 p.m. to 7:00 a.m. are in the existing Ordinance. The request is for hours of 10:00 p.m. to 6:00 a.m. He asked if the biggest concern would be traffic from 8:00 p.m. to 10:00 p.m. Mr. Lafrance responded yes.

Mayor Tourville asked about the landscape plan and if there was a better option for the visual and noise affect.

Mr. Champeau stated the biggest challenge with the restrictions is that they are different than company standards. Mayor Tourville asked if any neighboring communities have 7:00 a.m. as a starting time. Mr. Champeau responded that he was not aware of any. Councilmember Bartholomew asked if they could go to 9:00 p.m. Mr. Champeau responded they wanted to be on par with everyone else. He stated they would be willing to take the extra trees proposed and move them across the street. Mayor Tourville stated they could give the homeowner a credit and give them the option to select their own trees. Mr. Champeau stated they could offer a given number of trees and the landowner can choose to accept it or not.

Councilmember Piekarski-Krech stated 2008 was a different economy and development. It was a nice plan at the time but doesn't fit with today's economy and culture. She stated with Highway 55 being in the area and the airplane noise, trucks down Courthouse Blvd. would not make that much of a difference. She stated she was willing to try this, trees may help, and the buildings would block more noise from Highway 55. She stated she could support having the buildings open but didn't like the weekend hours.

Mr. Lafrance stated a walkway was supposed to go in the area. He asked why those funds can't be used toward noise reduction.

Jennifer Gale, President of the River Heights Chamber of Commerce, 5782 Blackshire Path, stated this development is important to the community. Businesses of this type rely on deliveries in order to operate during the day. She stated it is an industrial zone and an optimal location and urged the Council to not put limitations on the delivery times.

Mr. Peterson stated he liked the tree idea as it breaks the line of sight. He asked about the size of the trees. Mayor Tourville responded if given an allotment, the homeowner picks the size and type of tree. Mr. Champeau stated they are meeting the required landscaping for the City; the additional landscaping puts them over the accepted standard. His preference was to have the vote based on what was approved and stated that he would work with staff about additional trees and allocation.

City Planner Hunting stated the flexibility is in the 89 trees and that the developer has an approved plan. Councilmember Piekarski-Krech suggested being reasonable about where the trees are placed and spread them out.

City Administrator Lynch asked that the Council accept correspondence received this evening as a part of the decision making. The correspondence included: August 26 from Mr. Dennis, August 26 from Greg Lafrance, and August 26 from Mr. Bengston. Mayor Tourville stated Mr. Peterson's information was accepted as a part of the Planning Commission meeting.

Motion by Dietrich, seconded by Piekarski-Krech to accept the correspondence as listed.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Bartholomew stated he agreed with Councilmember Piekarski-Krech about the hours, that times have changed, and the need for the trucks to run. He agreed with the developer that they would not see the noise envisioned, and that Highway 55 would continue to dominate. He stated he doesn't like the 6:00 a.m. start time but could support 10:00 p.m. to 7:00 a.m. His preference is 7:00 a.m. Mayor Tourville stated the tree portion could be worked out between staff, the neighborhood, and the developer.

Mr. Champeau stated the subject of hours of operation and deliveries have never come up with previous tenants in industrial districts. He stated the preference is to have something in line with what is being done elsewhere. Councilmember Bartholomew asked what the remedy was if the noise after 24 months is intolerable. Mr. Champeau responded there are State Statutes in place that limit noise pollution.

Councilmember Perry stated she has received Amazon packages at 6:00 a.m. and that garbage trucks are out at that time, which could be an argument for the 6:00 a.m. versus the 7:00 a.m. start time. Councilmember Bartholomew stated the 7:00 Garbage Truck Ordinance is not adhered to then.

Mr. Lafrance stated there was a Statute that states that garbage trucks and snowplows are only allowed on City streets before 7:00 a.m. He stated this violates that because it is in a residential neighborhood.

City Engineer Kaldunski stated that in contracts the hours are usually 7:00 a.m. to 7:00 p.m. City Administrator Lynch stated the Noise Ordinance was just modified and was not specific on types of vehicles, only hours of operation. City Planner Hunting stated some of those vehicles did have some hours set but were exempt if the Council sets something different.

Mr. Peterson asked if there could be a restriction on engine braking. City Administrator Lynch stated there is not a regulation on engine braking. Councilmember Bartholomew stated it could be addressed in the future if it becomes a problem.

Motion by Bartholomew, seconded by Perry to approve 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 as directed by Staff. Resolution 19-147.

Mayor Tourville stated for the tree portion they can use language similar to what has been used in the past. It can be discussed between staff, the neighborhood, and the developer. Trail options should also be discussed further.

Ayes: 5

Nays: 0 Motion carried.

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). Resolution 19-148.

Community Development Director Rand stated this is a resolution for CHS to modify the permitted contractor hours for construction activities for the parking ramp. Staff suggested approving the resolution to allow CHS's contractor, McGough, to deviate from the City's established hours on up to eight occasions with a start time of 3:00 a.m. to mitigate safety risks

to local pedestrians, and traffic in the area of the project. She noted the 3:00 a.m. start was a concern by staff about what it means to those in the area, so they requested that CHS take decibel readings and discovered at 5:45 a.m. and at 7:45 a.m. the decibel readings were the same. Due to Highway 52 and 494 there is a lot of ambient noise regardless of time of day.

She stated that Ian Ellis, CHS Property Facilities Management, is present as is Travis Brieser who is McGough's Construction Manager. She stated they have said their intent is not to upset the residences in the neighborhood. The eight instances being spoken of would take place on a Tuesday, Wednesday, or Thursday. They are willing to flyer the households to anticipate those pours. They also can turn off the backup beepers on the trucks.

Councilmember Piekarski-Krech suggested sending out flyers for the neighborhood once. They could include information such as the time, possible days, and a number to call for questions or concerns. Community Development Director Rand responded that was the intent.

Motion by Piekarski-Krech, seconded by Perry to approve 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). Resolution 19-148.

Ayes: 5

Nays: 0 Motion carried.

F. Abatement and Removal Agreement for Fire Damaged Structure Located at 9185 Inver Grove Trail. Resolution 19-149.

Community Development Director Rand stated Agenda Items 7F and 7G are relating to the same incident. She stated a fire occurred at the residence on October 7th and 8th and there is significant fire damage to the structure and area. Staff has been working with the property owner for awhile and pursuant to MN Statute Section 65A-50 they were able to create an escrow account to demolish the structure. The property has gone into the ownership of Wells Fargo Bank. She stated the agreement has an amendment, the contract did not include the address of the City and that information has been added.

Steve Cook, 9250 Inver Grove Trail, stated the property is nearby his home. The roof is gone, it has a tarp on it, the door is open, and people have been going in and out. He stated he is in support of this.

Motion by Bartholomew, seconded by Piekarski-Krech to approve Abatement and Removal Agreement for Fire Damaged Structure Located at 9185 Inver Grove Trail. Resolution 19-149.

Ayes: 5

Nays: 0 Motion carried.

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. Resolution 19-150.

Community Development Director Rand stated as noted in the report, the City went out and received two quotes. The low bid is from Frattalone Companies, for an amount of \$34,931. She stated the bank will own and market the property. If the contract is approved, work will commence within 30 to 60 days.

Motion by Dietrich, seconded by Perry to approve 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. Resolution 19-150.

Ayes: 5

Nays: 0 Motion carried.

8. EXECUTIVE SESSION – CLOSED DOOR

None

9. MAYOR AND COUNCIL COMMENTS

City Administrator Lynch stated City Hall is closed on Monday, September 2, 2019 for Labor Day. The next City Council meeting will be held on Tuesday, September 3, 2019 in the EOC room.

Mayor Tourville stated the next City Council meeting will take place after Inver Grove Heights Days.

Mayor Tourville discussed the Best Foundation Golf Tournament.

10. ADJOURN

Motion by Dietrich, seconded by Perry to adjourn the meeting at 12:38 a.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek

**INVER GROVE HEIGHTS CITY COUNCIL MEETING MINUTES
MONDAY, SEPTEMBER 9, 2019 - 7:00 P.M.**

1. CALL TO ORDER

The City Council of Inver Grove Heights met in regular session on Monday, September 9, 2019, in the City Council Chambers. The Pledge of Allegiance was recited along with local Girl Scout Members. 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, Public Works Director Thureen, Interim Finance Director/Senior Accountant Battles, Deputy Police Chief Folmar, and City Planner Hunting.

3. PRESENTATIONS

Proclamation in Honor of Inver Grove Heights Girl Scout Spirit Week (September 16-22, 2019).

Mayor Tourville set the week of September 16th - 22nd as Girl Scout Week in the City of Inver Grove Heights with a Proclamation.

Rachel Rodriguez Schwab, Service Unit Manager for Inver Grove Heights, thanked the City of Inver Grove Heights for recognizing the Girl Scout Program.

4. CONSENT AGENDA

- A.** Disbursements for Period Ending September 4, 2019. **Resolution 19-151.**
- B.** Consider Pay Request No. 3 (Final) – North Valley Park Pickleball Court, City Project 2019-11.
- C.** Consider Approval of VMCC/Grove ID Sign/Message Board.
- D.** Consider Approval of Job Descriptions for Finance Director and City Clerk Positions and Authorization to Advertise.
- E.** Consider Approval of Individual Message Therapist License for Sharon Tully at Health 1st Chiropractic, 2922 Upper 55th Street E.
- F.** Loyal Order of Moose Lodge 1088, 5927 Concord Boulevard – Application to Change Officer.
- G.** Consider Resolution Memorializing the Findings of Fact and Reasons for Denial Related to the Request of Gateway Christian Church. **Resolution 19-152**
- H.** City of Inver Grove Heights – Case No. 19-37V – Consider a Resolution relating to a Variance to exceed the maximum sign size in the P, Institutional District for property located at 8055 Barbara Avenue. **Resolution 19-153**
- I.** Scott & Eva Solomonson – Case No. 19-33ZPC– Consider the following requests for property located at 2660 50th Street:
 - 1.** A Resolution relating to a Comprehensive Plan Amendment to change land use designation from CC, Community Commercial to LI, Light Industrial. **Resolution 19-154**
 - 2.** An Ordinance Amendment to change the zoning of the parcel from B-3, General Business to I-1, Limited Industrial District. **Ordinance 1371**
 - 3.** A Resolution relating to a Conditional Use Permit to allow a contractor's yard with outdoor storage. **Resolution 19-155**
 - 4.** A Resolution related to a Variance to allow the shop building 10 feet from the property line whereas 50 feet is required. **Resolution 19-156**
- J.** Consider Revised Resolution Approving Contract with Frattalone Co. for Demolition and Removal of Fire-Damaged Structure at 9185 Inver Grove Trail. **Resolution 19-157**
- K.** Consider Resolution Approving Revised Demolition, Removal and Abatement Agreement for 9185 Inver Grove Trail. **Resolution 19-158**
- L.** Consider Pay Voucher No. 1 for City Project No. 2019-04 – 68th Street Storm Sewer Outfall Repair.

- M. Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2019-09A – Crackseal. **Resolution 19-159.**
- N. Consider Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and Accepting Work for City Project No. 2019-09B – Sealcoat. **Resolution 19-160.**
- O. Consider a Resolution Providing Support and Authorizing Application to the Minnesota Department of Transportation for a Standalone Noise Barrier for City Project No. 2019-14 – TH 52 Noise Barrier, Bancroft Neighborhood. **Resolution 19-161**
- P. Consider a Resolution Providing Support and Authorizing Application to the Minnesota Department of Transportation for a Standalone Noise Barrier for City Project No. 2019-15 – TH 52 Noise Barrier, Barbara Neighborhood. **Resolution 19-162**
- Q. Accept Proposal for Professional Services for Design, Bid and Construction Administration and Observation for Exterior Wall Rehabilitation for the Public Works Maintenance Building and the Cold Storage Building, City Project No. 2019-17.
- R. Accept Proposal for Professional Services for Design, Bid, and Construction Administration and Observation for Roof Replacement on the Public Works Maintenance Building and the Cold Storage Building, City Project No. 2019-18.
- S. Receiving Professional Appraiser's Benefit Analysis Services Proposal from Metzen Realty for City Project No. 2016-09G – 60th Street, 62nd Street, and Bacon Avenue Improvements. **Resolution 19-163**
- T. Receiving Professional Appraiser's Benefit Analysis Services Proposal from Metzen Realty for City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Carter Path to Inver Grove Trail). **Resolution 19-164**
- U. Resolution Receiving Professional Appraiser's Benefit Analysis Services Proposal from Metzen Realty for City Project No. 2019-09D – 64th Street Area Improvements. **Resolution 19-165**
- V. Consider Resolution Accepting Proposal for Private Stormwater Review at Good Samaritan Society (1301 50th St.). **Resolution 19-166**
- W. Consider Resolution Accepting Proposal for Public Stormwater Modeling of the Stark Lake Watershed, City Project No. 2019-16. **Resolution 19-167**
- X. Consider **Resolution** Authorizing Appraisal for Easement Acquisition at 6302 Robert Trail. **Resolution 19-168**
- Y. Consider Authorizing Fire Chief to Purchase Audio Video Equipment for Fire Station No. 2.
- Z. Personnel Actions.

Councilmember Bartholomew requested pulling Agenda Items 4O and 4P.

Motion by Bartholomew, seconded by Perry to approve the Consent Agenda with the exception of Agenda Items 4O and 4P.

Ayes: 5

Nays: 0 Motion carried.

- O. Consider a Resolution Providing Support and Authorizing Application to the Minnesota Department of Transportation for a Standalone Noise Barrier for City Project No. 2019-14 – TH 52 Noise Barrier, Bancroft Neighborhood. **Resolution 19-161**
- P. Consider a Resolution Providing Support and Authorizing Application to the Minnesota Department of Transportation for a Standalone Noise Barrier for City Project No. 2019-15 – TH 52 Noise Barrier, Barbara Neighborhood. **Resolution 19-162**

Councilmember Bartholomew thanked staff for passing along this request to the Minnesota Department of Transportation Department. He requested a note be sent to the residents, so they are aware action is being taken.

Motion by Bartholomew, seconded by Perry to approve Agenda Item 4O to Consider Providing Support and Authorizing Application to the Minnesota Department of Transportation for a Standalone Noise Barrier for City Project No. 2019-14 – TH 52 Noise Barrier, Bancroft Neighborhood (Resolution No. 19-161) and Agenda Item 4P. to Consider a Resolution Providing Support and Authorizing Application to the Minnesota Department of Transportation for a Standalone Noise Barrier for City Project No. 2019-15 – TH 52 Noise Barrier, Barbara Neighborhood (Resolution No. 19-162).

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT

Robert Veldhuis, 9426 Tyne Lane, stated he and his wife have been residents of Inver Grove Heights for 21 years. He stated he is present with his neighborhood and is concerned about the development taking place next to them. He updated the Council on the project located at 9725 Robert Trail South stating between February and May 2018 there were significant changes made that include the following:

1. Excavation and grading of a new industrial development location east of the roadway is in full view of the residential properties on Tyne Lane.
2. There were dramatic changes to the site stormwater system. The number of ponds on site have increased from one to three.
3. The removal of 357 mature trees on site. Sixty-nine percent or 146 more trees than the plans approved by the City Council. The clearing covers 1.9 acres of the site.

He stated the developer is proceeding with the new plans without amendment to the conditional use permit and no notification of plan changes have been brought to the residents. He stated neighbors held a meeting with Heather Rand, Scott Thureen, and Tim Kuntz last week and reviewed the plan changes and proposed a specific path forward to resolve the issue. He stated they are ready to begin working on a solution with the City and ask that grading and stormwater work east of the roadway on site be stopped immediately until remedies can be confirmed.

Mayor Tourville stated items brought forward in Public Comment cannot be discussed further. He asked if there is another meeting taking place and when. Community Development Director Heather Rand responded there is an internal staff meeting tomorrow morning to review records and ensure conformity with the law. A meeting with the residents will be set up soon. She stated there could be an update or request for action at the September 23rd Council meeting.

Mayor Tourville asked the Council if they were in agreement in placing this item on the Monday, September 23rd Agenda at 7:00 p.m. in the event there are items to discuss. Councilmembers agreed.

Rachel Miller, representative of HeathEast Medical Transportation, stated she is in a new role as the Community Outreach Specialist, and informed the Council of their renewed dedication to the cities in their service area. They have been a part of events in the past and hope to increase their presence in the future to educate citizens about EMS and EMS as a career. She stated they have added an event team and a bike team and is looking forward to a partnership with the City.

6. PUBLIC HEARING

None

7. REGULAR AGENDA***ADMINISTRATION*****A. Spartan End Zone Club, Application for Licensed Premises Permit at 9051 Buchanan Trail. Resolution 19-169.**

City Administrator Joe Lynch stated this is for consideration of the application to Spartan End Zone Club for a Licensed Premises Permit to conduct charitable gambling at 9051 Buchanan Trail, known as Inver Grove Brewing. Application has been submitted and background has been completed. He stated the Gambling Manager was given the Gambling Ordinance and will comply. All fees have been approved and paid. Staff recommends approval of the application. He stated the Applicant was not in attendance due to another commitment.

Motion by Perry, seconded by Bartholomew to approve Spartan End Zone Club, Application for Licensed Premises Permit at 9051 Buchanan Trail. Resolution 19-169.

Ayes: 5

Nays: 0 Motion carried.

B. Consider Approval of First Reading of the Amendment to the Liquor Ordinance, City Code Title 4, Chapter 1.

City Administrator Lynch stated this proposal is to consider the first reading of an Amendment to the Liquor Ordinance. In the past, license holders could make partial payments for their liquor licenses but encountered challenges. He stated this is a change stating that payment shall be paid in full with the submittal of an initial or renewal license application. All license holders have been notified of the potential change.

Motion by Piekarski-Krech, seconded by Perry to approve the First Reading of the Amendment to the Liquor Ordinance, City Code Title 4, Chapter 1.

Ayes: 5

Nays: 0 Motion carried.

FINANCE**C. Consider Resolutions Adopting the Proposed Tax Levy for Payable 2020 (Resolution 19-170), Adopting the Proposed 2020 Budgets (Resolution 19-171), Adopting the Proposed Watershed Management Taxing District Tax Levy for payable 2020 (Resolution 19-172), and Set the Date and Time for the Regularly Scheduled Meeting where the Budget will be Discussed.**

City Administrator Lynch stated the 2020 Tax Levy and 2020 Preliminary Budgets need to be completed on or before September 27th. The following are some points to consider:

- Taxable market values in the City of Inver Grove Heights are up 6.5%
- Net tax capacity is up 6.1%
- Commercial industrial property values are up
- The proposed 2020 Budget results in a 1.03% increase in the tax rate and a 7% increase in the tax levy.

General Fund Budget major impacts and considerations:

- Cost of living adjustment for current Personnel.
- City has directed and added to the budget an additional \$500,000 toward the Pavement Management Program.
- Set \$192,000 as priorities.
- A Network Analyst position, Cadet Program, and a shared position between the Parks and Stormwater Maintenance Program.
- Debt Service is up \$307,989 for 2020.
- First Study Session was held on July 1st.

Interim Finance Director/Senior Accountant Shannon Battles introduced herself.

Motion by Piekarski-Krech, seconded by Perry to approve Resolutions Adopting the Proposed Tax Levy for Payable 2020 (Resolution 19-170), Adopting the Proposed 2020 Budgets (Resolution 19-171), Adopting the Proposed Watershed Management Taxing District Tax Levy for payable 2020 (Resolution 19-172), and Set the Date and Time for the Regularly Scheduled Meeting where the Budget will be Discussed.

City Administrator Lynch requested setting the date and time for the Truth and Taxation Hearing date of December 9, 2019 by separate action.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski-Krech, seconded by Perry to set the date of December 9, 2019 for the City Council Truth and Taxation Public Hearing to Adopt the 2020 Final Budget and Tax Levies.

Ayes: 5

Nays: 0 Motion carried.

POLICE

D. 2019 Bow Hunting Exemption Requests.

Deputy Police Chief Sean Folmar stated there are two bow hunting exemption requests for the following addresses: 3790 89th Street East, Simpson (Applicant No. 1) and 8920 89th Court East, Illetschko (Applicant No. 2).

Deputy Police Chief Folmar stated that when looking at the requests they look at safety and lot size. He stated the Police Department recommends denial due to being outside of the permitted area.

Councilmember Perry asked if the requests were from the property owners. Deputy Police Chief Folmar responded they can be the property owner or someone else. The property owner must give signed permission. He stated in one case the property owner is the requestor. The other case is being requested on behalf of the property owner.

Mayor Tourville stated there were some anonymous emails from residents stating they were not in favor of the bow hunting exemptions and they indicated it is not working out or going well. Deputy Police Chief Folmar responded this issue will be discussed at the October worksession.

Rob Illetschko, 8920 89th Court East, stated he is requesting permission for the fifth year in a row and that permission has been granted for each of those years. His property is 2.5 acres

and heavily wooded, surrounded by other heavily wooded lots. He stated they still have problems with deer. He commented that he is frustrated by the destruction the deer cause to his yard and woods. This request is listed as Applicant No. 2.

Councilmember Dietrich asked if Applicant No. 1 had been granted permission in the past. Deputy Police Chief Folmar responded he recognized the name and while the Applicant may not have hunted on this parcel before, he has been given permission in the past.

Motion by Bartholomew, seconded by Dietrich to deny Applicant No. 1 (3790 89th Street East) a 2019 Bow Hunting Exemption Request due a non-resident status and the request covered multiple parcels.

Ayes: 5

Nays: 0 Motion carried.

Motion by Bartholomew, seconded by Perry to approve Applicant No. 2 (8920 89th Court East) a 2019 Bow Hunting Exemption Request because it is his property and the landowner is present.

Ayes: 5

Nays: 0 Motion carried.

Deputy Police Chief Folmar stated the October worksession would include information about the first reading of the Ordinance Amendment. He stated City Ordinance Chapter 6 under Weapons 5-6-1 has numerous changes that need to be made. The first reading would take place at the first regular meeting in October.

Mayor Tourville commented about a neighborhood that hired a company to help with rodents. The trap used was a kill trap. He stated the City follows the DNR ruling on that subject. He asked if that would be addressed in the updated Ordinance. Deputy Police Chief Folmar responded that topic would be in the Ordinance under Animal Control. Mayor Tourville asked for an update on this topic.

COMMUNITY DEVELOPMENT

E. Gregory Damiani – Case No. 19-30VC – Consider the following requests for property located at 8709 Ann Marie Trail:

- 1. A Resolution relating to a Conditional Use Permit to allow sheet metal siding on an accessory building (Resolution 19-173)**
- 2. A Resolution relating to a Variance to allow an accessory structure larger than 1,600 gross square feet (Resolution 19-174)**

City Planner Allan Hunting stated the Applicant is proposing to add on to their existing 585 square foot garage. The structure would be 2,751 square feet. Lot size is 4.1 acres. Lots less than five acres are limited to one accessory building of no more than 1,600 square feet which results in the request being over by 1,100 square feet. Hunting stated the applicant is requesting metal siding on the sides of the building not facing the house. Staff and Planning Commission do not have concerns with the siding requirement and recommend approval. They do have concerns about the size of the accessory structure. It is over the maximum size with no practical difficulty. He stated staff and the Planning Commission recommend denial of the request.

Councilmember Bartholomew asked what the difficulty was for the variance that was allowed in 2014. City Planner Hunting responded with the following:

- The request is in harmony with the general purpose of the comprehensive plan
- The structure would not be visible from the road
- Site is heavily wooded
- There is excess right-of-way along Ann Marie Trail, and this reduces the overall size of the lot.
- Size of the structure does not appear to have any adverse impacts on neighboring properties.

Gregory Michael Damiani, 8709 Ann Marie Trail, stated he bought his home in 2014 and planned the house with single floor living. The tuck-under garage has been removed. He stated the Planning Commission suggested adding onto the existing structure, but the amount of fill and trees made that difficult. The detached garage on the lot was built in the 70s and was not built with a concern for placement and it does not align with the home or road. He stated he had a variance in 2014 but due to health issues it ended up lapsing. He stated he would use the space for his woodworking equipment and other recreational items.

Mayor Tourville clarified that the original 2,200 square foot request had lapsed, and the current request is for 2,700 square feet. Mr. Damiani stated 20,000 square feet was lost because of the easement, but with the easement his property is approximately 4.1 acres. Mr. Damiani stated the lot is very screened there are no objections from the neighbors.

Councilmember Piekarski-Krech commented that the amount of the request is way over the allowed amount. Councilmember Perry stated if the property was closer to five acres the max would be 2,400 square feet and the request is for 2,700 square feet. Councilmember Piekarski-Krech asked if he could add onto the house garage and make this building smaller. Mr. Damiani responded he would lose some aesthetics that are part of his outdoor living space.

City Planner Hunting stated including the right-of-way, the property is approximately 4.6 total acres and 2,700 square feet is still over the maximum. Mayor Tourville commented he would agree with 2,400 square feet. Councilmember Bartholomew agreed with 2,400 square feet.

Councilmember Piekarski-Krech stated that this building should be used for personal use only and not commercial use. Mr. Damiani agreed. City Planner Hunting stated the wording "structure should not be used for commercial uses, storage related to a commercial use, or a home occupation" is in the conditional use permit but could be added to the variance.

Motion by Bartholomew, seconded by Tourville to approve a variance of 2,400 square feet for Gregory Damiani – Case No. 19-30VC, Consider the following requests for property located at 8709 Ann Marie Trail:

2. **A Resolution relating to a Variance to allow an accessory structure larger than 1,600 gross square feet for a total of 2,400 square feet and the structure should not be used for commercial uses or storage related to commercial use or a home occupation (Resolution 19-174).**

Ayes: 4

Nays: 1 (Perry) Motion carried.

Motion by Bartholomew, seconded by Dietrich to approve Gregory Damiani – Case No. 19-30VC, Consider the following requests for property located at 8709 Ann Marie Trail:

1. A Resolution relating to a Conditional Use Permit to allow sheet metal siding on an accessory building (Resolution 19-173).

Ayes: 5

Nays: 0 Motion carried.

City Attorney Kuntz suggested City Planner Hunting prepare a Resolution memorializing the variance. City Planner Hunting responded he would.

8. EXECUTIVE SESSION – CLOSED DOOR SESSION

None

9. MAYOR AND COUNCIL COMMENTS

Mayor Tourville stated the Council met, discussed the review, and adjourned with an Executive Session at 5:00. He stated there would be follow-up and another meeting to discuss the summary and action steps.

City Attorney Kuntz stated the meeting was not recessed, it was adjourned and would be re-noticed for another date. The evaluation must be completed before it can be summarized.

Mayor Tourville commented that the Inver Grove Heights Days' weekend was busy and attendance was good on Sunday despite the rain. The biggest comment he heard was that the fireworks were the best ever. He stated Thursday evening was well attended. Thanks go out to the Board of Directors of Inver Grove Heights Days, Police, Fire, Public Works, and all the volunteers. Inver Grove Police had a dunk tank that was well received.

Councilmember Piekarski-Krech thanked her fellow Councilwomen for the great time they had at the parade. Councilmember Dietrich agreed it was wonderful.

Mayor Tourville stated the following upcoming events:

- Clean Up Day in Inver Grove Heights begins at 8:00 a.m. on Saturday, September 21st. This also includes the cities of West St. Paul and Sunfish Lake.
- Ribbon Cutting for the pickle ball courts will take place at North Valley Park on September 17th at 5:45 p.m., rain or shine.

Councilmember Perry stated the Beyond the Yellow Ribbon meeting takes place Wednesday, September 11th at the Grove Armory Room B at 6:00 p.m. Residents are welcome to join.

Mayor Tourville stated there would be follow-up regarding the railroad issue soon. The goal is to try to get the Washington DC elected officials to help out.

10. ADJOURN

Motion by Perry, seconded by Piekarski-Krech to adjourn the meeting at 8:21 p.m.

Ayes: 5

Nays: 0 Motion carried.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: September 23, 2019
 Item Type: Consent
 Contact: Shannon Battles 651-450-2488
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of September 5, 2019 to September 18, 2019.

SUMMARY

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

General & Special Revenue	\$536,633.66
Debt Service & Capital Projects	425,997.85
Enterprise & Internal Service	445,276.93
Escrows	7,886.71
Grand Total for All Funds	<u><u>\$1,415,795.15</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 September 5, 2019 to September 18, 2019 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

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

WHEREAS, a list of disbursements for the period ending September 18, 2019 was presented to the City Council for approval;

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

General & Special Revenue	\$536,633.66
Debt Service & Capital Projects	425,997.85
Enterprise & Internal Service	445,276.93
Escrows	7,886.71
 Grand Total for All Funds	 <u><u>\$1,415,795.15</u></u>

Adopted by the City Council of Inver Grove Heights this 23rd day of September, 2019.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Joe Lynch, Interim Deputy Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 09/05/2019 - 09/18/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ABDO, EICK & MEYERS, LLP	419719	09/18/2019	03326	101.41.2000.415.30100	4,100.00
AFSCME COUNCIL 5	INV0090690	09/13/2019	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	953.42
AFSCME COUNCIL 5	INV0090691	09/13/2019	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	94.10
COMCAST	9/5/19 8772 10 591 0359526	09/18/2019	8772 10 591 0359526	101.42.4200.423.30700	10.52
CRAIG A. WALDRON	8/22/19	09/11/2019	8/22/19	101.41.1000.413.30700	2,268.60
CRAWFORD DOOR SALES COMPANY	35473	09/11/2019	4373	101.42.4200.423.40040	295.16
CULLIGAN	8/31/19 157-9849100-6	09/18/2019	157-98459100-6	101.42.4200.423.60065	105.13
DAKOTA COMMUNICATIONS CENTER	IG2019-10	09/18/2019	OCTOBER 2019	101.42.4000.421.70502	50,680.50
DAKOTA COMMUNICATIONS CENTER	IG2019-10	09/18/2019	OCTOBER 2019	101.42.4200.423.70502	6,740.50
DLT SOLUTIONS INC	4772176A	09/11/2019	4772176	101.43.5100.442.60042	8,226.94
EFTPS	INV0090387	09/03/2019	MEDICARE WITHHOLDING	101.203.2030500	5.80
EFTPS	INV0090388	09/03/2019	SOCIAL SECURITY WITHHOLDING	101.203.2030400	24.80
EFTPS	INV0090394	09/03/2019	FEDERAL WITHHOLDING	101.203.2030200	3,387.12
EFTPS	INV0090396	09/03/2019	MEDICARE WITHHOLDING	101.203.2030500	1,626.30
EFTPS	INV0090397	09/03/2019	SOCIAL SECURITY WITHHOLDING	101.203.2030400	6,953.72
EFTPS	INV0090660	09/10/2019	MEDICARE WITHHOLDING	101.203.2030500	0.46
EFTPS	INV0090661	09/10/2019	SOCIAL SECURITY WITHHOLDING	101.203.2030400	2.00
EFTPS	INV0090717	09/13/2019	FEDERAL WITHHOLDING	101.203.2030200	55,562.39
EFTPS	INV0090719	09/13/2019	MEDICARE WITHHOLDING	101.203.2030500	15,692.44
EFTPS	INV0090720	09/13/2019	SOCIAL SECURITY WITHHOLDING	101.203.2030400	43,717.98
EFTPS	INV0090807	09/17/2019	MEDICARE WITHHOLDING	101.203.2030500	5.28
EFTPS	INV0090808	09/17/2019	SOCIAL SECURITY WITHHOLDING	101.203.2030400	22.56
ESS BROTHERS & SONS INC	Z26427	09/11/2019	8/12/19	101.43.5200.443.60016	1,882.00
ESS BROTHERS & SONS INC	ZZ7246	09/11/2019	8/28/19	101.43.5200.443.60016	460.00
EYEMED	164019751	09/11/2019	SEPTEMBER 2019	101.203.2032700	232.47
FERRELLGAS	1107879330	09/18/2019	7754787	101.42.4200.423.60018	3.50
FERRELLGAS	1107879346	09/18/2019	7754787	101.42.4200.423.60018	104.96
FIRE ENGINEERING	2020 RENEWAL	09/11/2019	RENEWAL	101.42.4200.423.50070	39.00
FRATTALONE COMPANIES INC	1908017	09/11/2019	1415	101.43.5200.443.60016	52.00
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0090697	09/13/2019	HSA ELECTION-FAMILY	101.203.2032500	2,787.18
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0090698	09/13/2019	HSA ELECTION-SINGLE	101.203.2032500	4,930.61
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	101.41.1100.413.30550	5.22
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	101.41.1300.413.30550	2.61
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	101.41.2000.415.30550	7.70
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	101.42.4000.421.30550	41.76
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	101.42.4200.423.30550	2.61
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	101.43.5100.442.30550	13.05
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	101.43.5200.443.30550	2.61
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	101.44.6000.451.30550	6.11
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	101.45.3000.419.30550	2.35
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	101.45.3300.419.30550	5.22
GENESIS EMPLOYEE BENEFITS, INC	IN1569311	09/11/2019	7/1/19-7/31/19	101.42.4000.421.30550	43.48
GENESIS EMPLOYEE BENEFITS, INC	IN1578682	09/11/2019	7/1/19-7/31/19	101.42.4000.421.30550	40.00
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Aug-19	101.41.1100.413.30550	37.89
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	101.41.1300.413.30550	7.70
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	101.41.2000.415.30550	73.56
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	101.42.4000.421.30550	276.54
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	101.42.4200.423.30550	32.20
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	101.43.5000.441.30550	12.95
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	101.43.5100.442.30550	58.53
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	101.43.5200.443.30550	39.20
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	101.44.6000.451.30550	50.38
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	101.45.3000.419.30550	13.93
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	101.45.3200.419.30550	21.69
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	101.45.3300.419.30550	29.40
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	101.41.1100.413.30550	38.82
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	101.41.1300.413.30550	7.70
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	101.41.2000.415.30550	77.18
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	101.42.4000.421.30550	279.36
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	101.42.4200.423.30550	39.90
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	101.43.5000.441.30550	12.95
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	101.43.5100.442.30550	59.47
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	101.43.5200.443.30550	39.20
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	101.44.6000.451.30550	51.08
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	101.45.3000.419.30550	13.93
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	101.45.3200.419.30550	22.62
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	101.45.3300.419.30550	29.40
GERTENS	54066/6	09/11/2019	103566	101.44.6000.451.60016	38.30
GERTENS	468269/1	09/18/2019	103566	101.44.6000.451.60065	126.00
GERTENS	55829/6	09/18/2019	103566	101.44.6000.451.60065	306.00
GERTENS	55836/6	09/18/2019	103566	101.44.6000.451.60065	34.50
GERTENS	56204/6	09/18/2019	103566	101.44.6000.451.60065	94.20
GERTENS	56210/6	09/18/2019	103566	101.44.6000.451.60065	51.90
GERTENS	56220/6	09/18/2019	103566	101.44.6000.451.60065	51.90
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11908	09/18/2019	INVRGRV-1	101.42.4200.423.40020	2,043.90
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11908	09/18/2019	INVRGRV-1	101.43.5200.443.40020	161.15
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11908	09/18/2019	INVRGRV-1	101.43.5400.445.40020	1,470.92
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11908	09/18/2019	INVRGRV-1	101.44.6000.451.40020	1,666.49

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GLENN LAWN CARE	2077	09/18/2019	0181	101.44.6000.451.30700	260.00
GLS COMPANIES	177380	09/18/2019	255982	101.41.1300.413.50032	1,040.90
GLS COMPANIES	177380	09/18/2019	255982	101.41.1300.413.50035	2,461.10
ICMA RETIREMENT TRUST - 457	INV0090389	09/03/2019	ICMA-AGE <49 %	101.203.2031400	124.78
ICMA RETIREMENT TRUST - 457	INV0090390	09/03/2019	ICMA-AGE 50+ %	101.203.2031400	143.24
ICMA RETIREMENT TRUST - 457	INV0090689	09/13/2019	457 - ROTH AGE 50+	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0090699	09/13/2019	ICMA-AGE <49 %	101.203.2031400	7,558.95
ICMA RETIREMENT TRUST - 457	INV0090700	09/13/2019	ICMA-AGE <49	101.203.2031400	2,755.00
ICMA RETIREMENT TRUST - 457	INV0090701	09/13/2019	ICMA-AGE 50+ %	101.203.2031400	1,013.06
ICMA RETIREMENT TRUST - 457	INV0090702	09/13/2019	ICMA-AGE 50+	101.203.2031400	6,934.79
ICMA RETIREMENT TRUST - 457	INV0090703	09/13/2019	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	88.57
ICMA RETIREMENT TRUST - 457	INV0090713	09/13/2019	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	2,151.52
ICMA RETIREMENT TRUST - 457	INV0090714	09/13/2019	ROTH IRA (AGE 50 & OVER)	101.203.2032400	920.00
ICMA RETIREMENT TRUST - 457	INV0090715	09/13/2019	ROTH-AGE <49 %	101.203.2032400	43.18
INNOVATIVE OFFICE SOLUTIONS	IN2622970	09/11/2019	S28777	101.44.6000.451.60065	4,085.42
IUOE	INV0090704	09/13/2019	UNION DUES IUOE	101.203.2031000	1,143.42
KENISON, TERRI	AUGUST 2019	09/11/2019	AUGUST 2019	101.42.4200.423.30700	850.00
KINAT, ROB	9/13/19	09/18/2019	MAILBOX REIMBURSEMENT	101.43.5200.443.60016	75.00
LEAGUE OF MN CITIES	297745	09/11/2019	MEMBERSHIP DUES 2019-2020	101.41.1000.413.50070	24,418.00
LELS	INV0090705	09/13/2019	UNION DUES (LELS)	101.203.2031000	1,680.00
LELS SERGEANTS	INV0090716	09/13/2019	UNION DUES (LELS SGT)	101.203.2031000	306.00
LILLIE SUBURBAN NEWSPAPERS	8/31/19 001363	09/18/2019	Advertising/Publishing	101.41.1100.413.50025	14.38
LILLIE SUBURBAN NEWSPAPERS	8/31/19 001363	09/18/2019	Advertising/Publishing	101.42.4000.421.50025	14.38
LILLIE SUBURBAN NEWSPAPERS	8/31/19 001363	09/18/2019	Advertising/Publishing	101.45.3200.419.50025	23.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LO	47516	09/18/2019	106325	101.42.4000.421.70501	1,923.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LO	47525	09/18/2019	111541	101.42.4200.423.30700	469.00
M & J SERVICES, LLC	2069	09/11/2019	8/1/19	101.44.6000.451.40047	325.00
M & J SERVICES, LLC	2070	09/11/2019	8/7/19	101.44.6000.451.40047	1,150.00
M & J SERVICES, LLC	2076	09/18/2019	9/3/19	101.44.6000.451.40047	2,310.00
MADISON NATIONAL LIFE INSURANCE COMPANY	1357853	09/11/2019	SEPTEMBER 2019	101.203.2031700	2,647.60
MADISON NATIONAL LIFE INSURANCE COMPANY	1357853	09/11/2019	SEPTEMBER 2019	101.41.1100.413.20630	(24.38)
MARTIN, FRANKLIN	8/28/19	09/11/2019	REIMBURSEMENT PERMIT BD#2019-11	101.45.3300.419.30700	9,352.66
MARTIN-MCALLISTER	12573	09/18/2019	INV001	101.41.1100.413.30500	5,500.00
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0090693	09/13/2019	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	306.89
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0090694	09/13/2019	NEAL ST. ONGE FEIN/TAXPAYER ID: 4	101.203.2032100	178.58
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0090696	09/13/2019	JOHN VERDEJA FEIN/TAXPAYER ID: 4	101.203.2032100	1,036.08
MN DEPT OF LABOR & INDUSTRY	AUG-19	09/12/2019	AUG-19	101.207.2070100	5,616.29
MN DEPT OF LABOR & INDUSTRY	AUG-19	09/12/2019	AUG-19	101.41.0000.3414000	(25.00)
MN DEPT OF REVENUE	INV0090395	09/03/2019	STATE WITHHOLDING	101.203.2030300	2,052.63
MN DEPT OF REVENUE	INV0090706	09/13/2019	LEVY - ANDREW BRAVO	101.203.2031900	100.70
MN DEPT OF REVENUE	INV0090718	09/13/2019	STATE WITHHOLDING	101.203.2030300	25,435.12
MN GLOVE & SAFETY, INC.	317308	09/11/2019	CTINVE	101.43.5200.443.60045	79.98
MN LIFE INSURANCE CO	SEPTEMBER 2019	09/11/2019	POLICY #0027324	101.203.2030900	3,424.98
MN LIFE INSURANCE CO	SEPTEMBER 2019	09/11/2019	POLICY #0027324	101.41.1100.413.20620	36.13
MN MAYOR'S ASSN	MEMBERSHIP DUES 2019	09/11/2019	2019 MEMBERSHIP DUES	101.41.1000.413.50070	30.00
MULTI REGIONAL TRAINING CENTER	16127	09/18/2019	9/18/19	101.42.4200.423.50070	250.00
NATURE CALLS, INC.	26359	09/11/2019	JULY 2019	101.44.6000.451.40065	1,917.00
NFPA	7565178X	09/18/2019	RENEWAL 116140	101.42.4200.423.50070	1,575.00
NORTHLAND RECREATION LLC	1883	09/18/2019	9/5/19	101.44.6000.451.60065	5,912.00
NORTHLAND RECREATION LLC	1884	09/18/2019	9/5/19	101.44.6000.451.60065	8,450.00
OCCUPATIONAL HEALTH CENTERS OF MINNESOTA	103036838	09/11/2019	n26-1351004654	101.41.1100.413.30500	135.00
OKER INVESTMENTS	000172	09/18/2019	9/9/19	101.45.3000.419.30700	659.00
OXYGEN SERVICE COMPANY, INC	03444806	09/18/2019	04394	101.42.4000.421.60065	50.78
PERA	INV0090392	09/03/2019	PERA COORDINATED PLAN	101.203.2030600	7,069.20
PERA	INV0090393	09/03/2019	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	543.81
PERA	INV0090707	09/13/2019	PERA COORDINATED PLAN	101.203.2030600	42,057.84
PERA	INV0090708	09/13/2019	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,235.24
PERA	INV0090709	09/13/2019	PERA DEFINED PLAN	101.203.2030600	53.46
PERA	INV0090710	09/13/2019	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	53.46
PERA	INV0090711	09/13/2019	PERA POLICE & FIRE PLAN	101.203.2030600	21,111.34
PERA	INV0090712	09/13/2019	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	31,667.02
PERA	INV0090805	09/17/2019	PERA COORDINATED PLAN	101.203.2030600	23.66
PERA	INV0090806	09/17/2019	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	1.82
PETTY CASH	9/16/19	09/18/2019	PETTY CASH REQUEST - CLEAN UP DUES	101.100.1010400	300.00
PETTY CASH - WF PURCHASE CARD FEES	CORA BAUER WF OOP 8/19	09/17/2019	Wells Fargo Out of Pocket Reimbursement	101.41.1100.413.50075	93.95
PETTY CASH - WF PURCHASE CARD FEES	KIM FOX WF OOP 8/19	09/17/2019	Wells Fargo Out of Pocket Reimbursement	101.45.3000.419.50075	82.20
PETTY CASH - WF PURCHASE CARD FEES	WILLIAM SCHROEPFER WF OOP 8/19	09/17/2019	Wells Fargo Out of Pocket Reimbursement	101.41.2000.415.50065	57.30
PRECISE MRM	200-1022321	09/01/2019	000208	101.43.5200.443.30700	38.68
SAFETYFIRST PLAYGROUND SURFACING, LLC	6920	09/18/2019	8/30/19	101.44.6000.451.40047	500.00
ST PAUL STAMP WORKS INC	447837	09/18/2019	INVER003	101.42.4200.423.60045	53.88
STREAMLINE DESIGN INC	39478	09/18/2019	9/10/19	101.42.4200.423.60045	1,813.20
TEXAS STATE DISBURSEMENT UNIT	INV0090692	09/13/2019	ANDREW BRAVO FEIN/TAXPAYER ID: 4	101.203.2032100	401.13
TOTAL CONSTRUCTION & EQUIP.	13347	09/18/2019	40191086	101.44.6000.451.40040	266.18
TYLER TECHNOLOGIES, INC	025-270327	09/18/2019	41443	101.41.2000.415.40044	438.00
UNITED STATES TREASURY	8/30/19	09/11/2019	ANDREW BRAVO - LEVY PROCEEDS	101.203.2031900	125.00
UNITED STATES TREASURY	9/13/19	09/18/2019	ANDREW BRAVO - LEVY PROCEEDS	101.203.2031900	125.00
VERIFIED CREDENTIALS, INC.	297771	09/11/2019	8/31/19	101.41.1100.413.30700	86.25
VERIFIED CREDENTIALS, INC.	297777	09/11/2019	8/31/19	101.41.1100.413.30500	875.50
VICTORY CORPS	1729529	09/18/2019	9/6/19	101.42.4200.423.60065	633.37
WI SCTF (WI SUPPORT COLLECTIONS TRUST FUN	INV0090695	09/13/2019	NEAL ST. ONGE FEIN/TAXPAYER ID: 4	101.203.2032100	336.74

Fund: 101 - GENERAL FUND

469,657.96

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RIVER HEIGHTS CHAMBER OF COMMERCE	10156	09/11/2019	AUGUST 2019	201.44.1600.465.30700	5,147.16
RIVER HEIGHTS CHAMBER OF COMMERCE	10156	09/11/2019	AUGUST 2019	201.44.1600.465.30700	333.33
RIVER HEIGHTS CHAMBER OF COMMERCE	10156	09/11/2019	AUGUST 2019	201.44.1600.465.30700	143.33
RIVER HEIGHTS CHAMBER OF COMMERCE	10156	09/11/2019	AUGUST 2019	201.44.1600.465.40065	250.00
ST PAUL ARENA COMPANY, LLC	SPAC0002972	09/11/2019	JULY 2019	201.44.1600.465.50025	200.00
STACY ANN BROOKS	272	09/11/2019	SEPTEMBER 2019	201.44.1600.465.50025	195.00
Fund: 201 - C.V.B. FUND					6,268.82
BENJAMIN GERALD BIGELOW	8/27/19	09/18/2019	IGH DAYS KIDS COURT PHOTO BOOT	204.44.6100.452.30700	65.00
BERGQUIST, INEZ	8/20/19	09/18/2019	CANCELLED LOW ENROLLMENT	204.44.0000.3470000	84.00
BROWN, MICHAEL	8/27/19	09/18/2019	SUMMER 2019 ADULT SOFTBALL CON	204.228.2280100	50.00
BUHL, COLE	8/27/19	09/18/2019	SUMMER 2019 ADULT SOFTBALL CON	204.228.2280100	50.00
BURCH, MARY	9/17/19	09/18/2019	ARCHERY SUMMER SESSION 2019	204.44.6100.452.30700	250.00
CHAMBERLAIN, BRYAN	8/27/19	09/18/2019	SUMMER 2019 ADULT SOFTBALL CON	204.228.2280100	50.00
CHATLEAIN, KELLY	8/13/19	09/18/2019	PARENT RAN CAMP FIRST DAY	204.44.0000.3470000	88.00
DAULTON, JOSH	8/27/19	09/18/2019	SUMMER 2019 ADULT SOFTBALL CON	204.228.2280100	50.00
DAULTON, MATT	8/8/19	09/18/2019	LEAGUE CHAMPION - MENS SOFTBAL	204.44.6100.452.60009	115.00
EAGAN WAVE SOCCER CLUB	8/13/19	09/18/2019	REFUND - OVERPAYMENT	204.44.0000.3471000	90.00
EIDEN CONSTRUCTION	8/27/19	09/18/2019	SUMMER 2019 ADULT SOFTBALL CON	204.228.2280100	50.00
EVANGELISTA, MARIA	8/20/19	09/18/2019	PARENT RAN CAMP FIRST DAY	204.44.0000.3470000	22.00
FOOTH, ALISON	8/20/19	09/18/2019	PARENT RAN CAMP FIRST DAY	204.44.0000.3470000	44.00
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	204.44.6100.452.30550	1.12
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	204.44.6100.452.30550	24.68
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	204.44.6100.452.30550	24.23
GOLDSCHMITZ, MISTY	8/20/19	09/18/2019	CANCELLED LOW ENROLLMENT	204.44.0000.3470000	88.00
HOPKINS, RICK	8/27/19	09/18/2019	SUMMER 2019 ADULT SOFTBALL CON	204.228.2280100	50.00
IGH SENIOR CLUB	8/28/19	09/18/2019	AUGUST 2019	204.227.2271000	282.00
KELLER, KATIE	8/20/19	09/18/2019	CANCELLED LOW REFUND	204.44.0000.3470000	84.00
KLUENDER, DOMINIC	8/27/19	09/18/2019	SUMMER 2019 ADULT SOFTBALL CON	204.228.2280100	50.00
KRUMRIE, MATT	8/27/19	09/18/2019	SUMMER 2019 ADULT SOFTBALL CON	204.228.2280100	50.00
MAYER ARTS INC	3186	09/18/2019	8/9/19	204.44.6100.452.30700	2,688.00
MUSEUS, JOHN	8/27/19	09/18/2019	SUMMER 2019 ADULT SOFTBALL CON	204.228.2280100	50.00
ORTEGA, NICHOLAS	8/27/19	09/18/2019	SUMMER 2019 ADULT SOFTBALL CON	204.228.2280100	50.00
OSWALD, JANELL	8/20/19	09/18/2019	CANCELLED LOW ENROLLMENT	204.44.0000.3470000	88.00
PASSOFARO, JEFF	8/20/19	09/18/2019	REFUND	204.44.6100.452.30700	51.34
PEDERSEN, RYAN	8/27/19	09/18/2019	SUMMER 2019 ADULT SOFTBALL CON	204.228.2280100	50.00
ROONEY, RICK	8/27/19	09/18/2019	SUMMER 2019 ADULT SOFTBALL CON	204.228.2280100	50.00
SOUTH ST PAUL UMPIRES ASSOC	JUL-AUG 19	09/18/2019	JUL-AUG 19	204.44.6100.452.30700	1,563.50
STAPLES, PATTI	8/27/19	09/18/2019	SUMMER 2019 ADULT SOFTBALL CON	204.228.2280100	50.00
STARR, JASON	8/27/19	09/18/2019	SUMMER 2019 ADULT SOFTBALL CON	204.228.2280100	50.00
Fund: 204 - RECREATION FUND					6,352.87
CITY OF APPLE VALLEY	6872	09/18/2019	122196	205.44.6200.453.50090	667.50
EZ FITNESS SOLUTIONS, LLC	19-0003	09/18/2019	JUL-AUG 19	205.44.6200.453.40042	839.00
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	205.44.6200.453.30550	1.30
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	205.44.6200.453.30550	11.04
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	205.44.6200.453.30550	2.61
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	205.44.6200.453.30550	1.30
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	205.44.6200.453.30550	14.35
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	205.44.6200.453.30550	14.35
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	205.44.6200.453.30550	14.35
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	205.44.6200.453.30550	52.03
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	205.44.6200.453.30550	11.20
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	205.44.6200.453.30550	11.20
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	205.44.6200.453.30550	14.35
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	205.44.6200.453.30550	34.76
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	205.44.6200.453.30550	14.35
HUEBSCH SERVICES	4345922	09/18/2019	92965	205.44.6200.453.40040	59.60
HUEBSCH SERVICES	4345922	09/18/2019	92965	205.44.6200.453.40040	238.41
JEFFREY M SCHUPPE	75% DOWN	09/18/2019	DOWNPAYMENT ON VMCC/GROVE SH	205.44.6200.453.80300	47,585.00
MADISON NATIONAL LIFE INSURANCE COMPANY	1357853	09/11/2019	SEPTEMBER 2019	205.44.6200.453.20630	(44.64)
MEDICINE LAKE TOURS	9/7/19	09/18/2019	LITTLE FALLS CRAFT SHOW	205.44.6200.453.50090	784.00
MITCHELL, SELENA	8/13/19	09/18/2019	REIMBURSE - SUPPLIES	205.44.6200.453.60065	39.06
MN LIFE INSURANCE CO	SEPTEMBER 2019	09/11/2019	POLICY #0027324	205.44.6200.453.20620	10.38
PASSOFARO, JEFF	8/20/19	09/18/2019	REFUND	205.207.2070300	3.66
RAMSAY, JUDY	8/21/19	09/18/2019	REFUND ENROLLMENT	205.44.0000.3493501	74.50
REFLECTIONS WINDOW WASHING, LLC	5334	09/18/2019	8/19/19	205.44.6200.453.40040	341.82
REFLECTIONS WINDOW WASHING, LLC	5334	09/18/2019	8/19/19	205.44.6200.453.40040	341.82
SAFE-WAY BUS COMPANY	5561	09/18/2019	8/9/19	205.44.6200.453.70610	875.35
SAFE-WAY BUS COMPANY	5568	09/18/2019	JULY 2019	205.44.6200.453.70610	818.91
VANDUSARTZ, LINDA	8/28/19	09/18/2019	REFUND	205.44.0000.3493501	28.00
Fund: 205 - COMMUNITY CENTER					52,852.21
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	290.45.3000.419.30550	0.26
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	290.45.3000.419.30550	0.77
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	290.45.3000.419.30550	0.77
Fund: 290 - EDA OPERATING					1.80
NITTI ROLLOFF SERVICES, INC.	35251 B	09/18/2019	REMAINING BALANCE	291.45.3000.419.30700	670.00
NITTI ROLLOFF SERVICES, INC.	35252	09/18/2019	12/19/18	291.45.3000.419.30700	830.00
Fund: 291 - EDA ACQUISITIONS					1,500.00
PARAMETERS LTD	10479	09/13/2019	INVE	434.42.4200.423.80600	76,576.93
PROFESSIONAL SERVICE INDUSTRIES INC	00655543	09/18/2019	1197362	434.42.4200.423.30700	520.00
Fund: 434 - 2014 IMPROVEMENT FUND					77,096.93

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMERICAN ENGINEERING TESTING, INC.	906976	09/11/2019	INV001	438.42.4200.423.30340	717.00
SRF CONSULTING GROUP, INC	10970.02-10	09/11/2019	7/31/19	438.42.4200.423.30300	1,456.92
Fund: 438 - 2018 IMPROVEMENT FUND					2,173.92
REPUBLIC SERVICES	0923-004093119	09/11/2019	3-0923-0069137	439.43.5500.446.40025	55.00
T. A. SCHIFSKY & SONS, INC.	PAY REQUEST #3	09/11/2019	CITY PROJECT NO. 2019-11	439.44.5900.739.80300	35,603.05
VALLEY-RICH CO, INC	PAY VO. NO. 1	09/11/2019	CITY PROJECT NO. 2019-04	439.73.5900.739.80300	34,333.00
Fund: 439 - 2019 IMPROVEMENT FUND					69,991.05
AMERICAN ENGINEERING TESTING, INC.	908039	09/11/2019	INV001	440.74.5900.740.30340	510.00
AMERICAN ENGINEERING TESTING, INC.	908108	09/11/2019	INV001	440.74.5900.740.30340	610.75
ASTECH CORP	FINAL PAY VO. NO. 1	09/11/2019	CITY PROJECT NO. 2019-09A	440.74.5900.740.40046	126,056.60
BOLTON & MENK, INC.	0236905	09/11/2019	T18.117400	440.74.5900.740.30300	2,977.50
BOLTON & MENK, INC.	0236909	09/11/2019	t18.116599	440.74.5900.740.30300	6,127.50
PEARSON BROTHERS, INC.	FINAL PAY VO. NO. 2	09/11/2019	CITY PROJECT NO. 2019-09B	440.74.5900.740.40046	29,236.13
Fund: 440 - PAVEMENT MANAGEMENT PROJ					165,518.48
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	441.74.5900.741.30550	1.30
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	441.74.5900.741.30550	3.85
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	441.74.5900.741.30550	3.85
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11908	09/18/2019	INVRGRV-1	441.74.5900.741.40020	912.97
PRAIRIE MOON NURSEY INC.	1921900800	09/18/2019	236535	441.74.5900.741.40066	57.00
Fund: 441 - STORM WATER MANAGEMENT					978.97
HEINFRIED KOLKMANN	19-038	09/11/2019	18-036	444.74.5900.744.30700	4,888.00
Fund: 444 - PARK CAPITAL REPLACEMENT					4,888.00
BOLTON & MENK, INC.	0236906	09/11/2019	t18.114763	446.74.5900.746.30300	2,545.50
BOLTON & MENK, INC.	0236907	09/11/2019	t18.108658	446.74.5900.746.30300	1,026.00
WENCK ASSOCIATES, INC.	11905416	09/11/2019	b3619-0007	446.74.5900.746.30300	1,280.40
WSB & ASSOCIATES, INC.	R-014154-000-3	09/10/2019	8/15/19	446.74.5900.746.30300	74,735.31
WSB & ASSOCIATES, INC.	R-014154-000-3	09/10/2019	8/15/19	446.74.5900.746.30300	8,488.69
Fund: 446 - NW AREA					88,075.90
BARR ENGINEERING COMPANY	23190218.00-280	09/11/2019	8/30/19	451.75.5900.751.30700	11,268.00
INVER HILLS COMMUNITY BAND	2019 SUMMER CONCERTS	09/11/2019	2019 MUSIC IN THE PARK SUMMER CC	451.75.5900.751.70600	1,000.00
JOEL CARLSON	8/15/19	09/11/2019	SEPT. 9 2019	451.75.5900.751.30700	1,000.00
MESSERLI & KRAMER, P.A.	370602	09/11/2019	22369-00004	451.75.5900.751.30700	3,333.00
Fund: 451 - HOST COMMUNITY FUND					16,601.00
LILLIE SUBURBAN NEWSPAPERS	8/31/19 001363	09/18/2019	Advertising/Publishing	453.57.9000.570.50025	51.75
Fund: 453 - SE QUADRANT TIF DIST 4-1					51.75
LIBERTY TIRE RECYCLING, LLC	1650877	09/11/2019	58454	454.43.5500.446.40025	621.85
Fund: 454 - LANDFILL ABATEMENT					621.85
CITY OF BLOOMINGTON	1900242	09/11/2019	9/3/19	501.50.7100.512.30700	420.00
CORE & MAIN LP	L032321	09/11/2019	099872	501.50.7100.512.40043	190.00
CORE & MAIN LP	L009748	09/11/2019	099872	501.50.7100.512.40043	4,845.31
CORE & MAIN LP	L075850	09/11/2019	099872	501.50.7100.512.40043	105.00
CSS	9891	09/11/2019	8/29/19	501.50.7100.512.40043	323.16
FRAMING PLACE & GALLERY, THE	26013	09/11/2019	7179	501.50.7100.512.60016	152.90
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	501.50.7100.512.30550	4.96
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	501.50.7100.512.30550	38.61
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	501.50.7100.512.30550	44.00
GERTENS	469565/1	09/11/2019	103566	501.50.7100.512.40046	71.35
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11908	09/18/2019	INVRGRV-1	501.50.7100.512.40020	24,584.58
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-21908	09/18/2019	INVRGRV-2	501.50.7100.512.40020	9,143.63
GOPHER STATE ONE-CALL	9080481	09/11/2019	MN00435	501.50.7100.512.30700	923.40
GRAINGER	9269794013	09/11/2019	806460150	501.50.7100.512.40040	412.35
HYDRODESIGNS, INC	0053514-IN	09/11/2019	INVERGR	501.50.7100.512.30700	1,247.25
MADISON NATIONAL LIFE INSURANCE COMPANY	1357853	09/11/2019	SEPTEMBER 2019	501.50.7100.512.20630	10.38
METROWIDE PLUMBING LLC	9/5/19	09/11/2019	WORK PERFORMED 8/7/19	501.50.7100.512.40043	1,890.00
MIDWEST SAFETY COUNSELORS, INC.	IVC0058443	09/11/2019	CITY OF INVER GROVE HEIGHTS	501.50.7100.512.50080	485.00
MN DEPT OF HEALTH	7/1/19-9/30/19	09/11/2019	1190014	501.207.2070100	12,588.00
MN GLOVE & SAFETY, INC.	317177	09/11/2019	CTINVE	501.50.7100.512.60045	103.84
MN LIFE INSURANCE CO	SEPTEMBER 2019	09/11/2019	POLICY #0027324	501.50.7100.512.20620	6.88
PIEKARSKI-KRECH, ROSEMARY	9/6/19	09/18/2019	REFUND HYDRANT PERMIT #1914	501.207.2070300	(5.37)
PIEKARSKI-KRECH, ROSEMARY	9/6/19	09/18/2019	REFUND HYDRANT PERMIT #1914	501.50.0000.3813000	(75.30)
VALLEY-RICH CO, INC	27311	09/11/2019	R190456 08/15	501.50.7100.512.40046	3,408.70
Fund: 501 - WATER UTILITY FUND					60,918.63
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	502.51.7200.514.30550	5.47
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	502.51.7200.514.30550	21.25
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	502.51.7200.514.30550	23.56
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11908	09/18/2019	INVRGRV-1	502.51.7200.514.40020	590.14
MADISON NATIONAL LIFE INSURANCE COMPANY	1357853	09/11/2019	SEPTEMBER 2019	502.51.7200.514.20630	4.45
METROPOLITAN COUNCIL	0001100369	09/18/2019	5084	502.51.7200.514.40015	163,794.63
MN GLOVE & SAFETY, INC.	317169	09/11/2019	CTINVE	502.51.7200.514.60045	79.98
Fund: 502 - SEWER UTILITY FUND					164,519.48
BREAKTHRU BEVERAGE MINNESOTA	1091049044	09/18/2019	102294	503.52.8300.524.76150	410.50
COLLEGE CITY BEVERAGE	719-0096	09/18/2019	3592	503.52.8300.524.76150	204.00
COLLEGE CITY BEVERAGE	719-0806	09/18/2019	3592	503.52.8300.524.76150	(59.00)
COVERALL OF THE TWIN CITIES INC	7070267072	09/18/2019	707-2469	503.52.8500.526.40040	1,124.81
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	503.52.8000.521.30550	11.20
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	503.52.8600.527.30550	25.90
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	503.52.8000.521.30550	11.20
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	503.52.8500.526.30550	3.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	503.52.8600.527.30550	25.90
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11908	09/18/2019	INVRGRV-1	503.52.8600.527.40020	102.56
HEGGIES PIZZA	542071853	09/18/2019	C224	503.52.8300.524.76050	82.90
M. AMUNDSON LLP	286403	09/18/2019	902858	503.52.8300.524.76050	202.52
MANSFIELD OIL COMPANY	21437038	09/18/2019	24129	503.52.8400.525.60021	965.11
MTI DISTRIBUTING CO	1232162-00	09/18/2019	402307	503.52.8600.527.40042	1,672.02
PHILLIPS WINE & SPIRITS	2614983	09/18/2019	125656	503.52.8300.524.76150	46.30
US FOODSERVICE	5118887	09/18/2019	3805983	503.52.8300.524.76050	17.13
US FOODSERVICE	3021024	09/11/2019	03805983	503.52.8300.524.60065	135.53
US FOODSERVICE	3021024	09/11/2019	03805983	503.52.8300.524.76050	720.46
US FOODSERVICE	3156498	09/18/2019	03805983	503.52.8300.524.76050	672.17
US FOODSERVICE	3246191	09/18/2019	3805983	503.52.8300.524.76100	20.52
US FOODSERVICE	3281989	09/18/2019	03805983	503.52.8300.524.60065	171.81
US FOODSERVICE	3281989	09/18/2019	03805983	503.52.8300.524.76050	710.69
Fund: 503 - INVER WOOD GOLF COURSE					7,281.23
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	602.00.2100.415.30550	0.13
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	602.00.2100.415.30550	1.50
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	602.00.2100.415.30550	1.58
LEAGUE OF MN CITIES	GL87111	09/11/2019	FILE GL87111	602.00.2100.415.70600	44,800.00
LEAGUE OF MN CITIES INS TRUST	8/22/19 40001322	09/11/2019	40001322	602.00.2100.415.50009	146,906.00
Fund: 602 - RISK MANAGEMENT					191,709.21
ENVIRONMENTAL EQUIPMENT & SERVICES, INC.	15483	09/11/2019	8/20/19	603.00.5300.444.40041	12.92
EVEREST EMERGENCY VEHICLES, INC.	W02560	09/11/2019	INV001	603.00.5300.444.80700	83.20
FACTORY MOTOR PARTS COMPANY	1-6071125	09/11/2019	10799	603.00.5300.444.40041	344.52
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	603.00.5300.444.30550	2.61
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	603.00.5300.444.30550	9.44
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	603.00.5300.444.30550	9.44
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11908	09/18/2019	INVRGRV-1	603.00.5300.444.40020	2,533.35
HEPPNER'S AUTO BODY	45308	09/11/2019	7/31/19	603.00.5300.444.40041	2,041.40
INVER GROVE FORD	6296843/1	09/11/2019	8/20/19	603.00.5300.444.40041	119.99
INVER GROVE FORD	5275873	09/11/2019	8/28/19	603.00.5300.444.40041	164.73
KIMBALL MIDWEST	7351133	09/11/2019	222006	603.00.5300.444.60012	359.70
L.T.G. POWER EQUIPMENT	238783	09/11/2019	5656	603.00.5300.444.40041	139.80
LITTLE FALLS MACHINE INC	355879	09/11/2019	INVER	603.00.5300.444.40041	276.19
LITTLE FALLS MACHINE INC	355889	09/11/2019	INVER	603.00.5300.444.40041	663.16
MANSFIELD OIL COMPANY	21436464	09/11/2019	23866	603.140.1450050	4,379.80
MANSFIELD OIL COMPANY	CM-112172	09/11/2019	23866	603.140.1450050	(2,367.17)
METROWIDE PLUMBING LLC	9/5/19	09/11/2019	WORK PERFORMED 8/7/19	603.00.5300.444.40040	2,200.00
MID CITY SERVICES, INC.	118361	09/11/2019	8/30/19	603.00.5300.444.40065	48.00
MTI DISTRIBUTING CO	1228751-00 B	09/18/2019	91180	603.00.5300.444.40041	86.44
MTI DISTRIBUTING CO	1231351-00	09/11/2019	91180	603.00.5300.444.40041	540.32
NORTH AMERICAN TRAILER SALES	0304147607	09/11/2019	10095	603.140.1450050	31.96
NUSS TRUCK AND EQUIPMENT	4604379P	09/11/2019	38679B	603.00.5300.444.40041	53.21
NUSS TRUCK AND EQUIPMENT	4604380P	09/11/2019	38679B	603.00.5300.444.40041	53.21
O' REILLY AUTO PARTS	1767-421526	09/11/2019	1578028	603.00.5300.444.40041	38.93
O' REILLY AUTO PARTS	1767-422554	09/11/2019	1578028	603.00.5300.444.60012	42.62
O' REILLY AUTO PARTS	1767-422567	09/11/2019	1578028	603.00.5300.444.40041	20.18
SEXTON COMPANY, THE	61529	09/11/2019	4115	603.00.5300.444.60045	97.50
TOTAL CONSTRUCTION & EQUIP.	12668	09/11/2019	40191073	603.00.5300.444.40040	1,012.84
TOWMASTER TRAILERS INC	419300	09/11/2019	2946	603.00.5300.444.40041	154.50
Fund: 603 - CENTRAL EQUIPMENT					13,152.79
US BANK EQUIPMENT FINANCE, INC.	393696711	09/11/2019	923425	604.00.2200.416.40050	2,555.00
Fund: 604 - CENTRAL STORES					2,555.00
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	605.00.7500.460.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	605.00.7500.460.30550	3.50
HUEBSCH SERVICES	4345921	09/18/2019	100075	605.00.7500.460.40065	120.52
LONE OAK COMPANIES	82922	09/11/2019	UTILITY BILLS	605.00.7500.460.50035	400.90
LONE OAK COMPANIES	9/13/19	09/18/2019	UTILITY BILLS	605.00.7500.460.50035	1,550.00
REFLECTIONS WINDOW WASHING, LLC	5334	09/18/2019	8/19/19	605.00.7500.460.40040	1,894.36
TOTAL CONSTRUCTION & EQUIP.	12168	09/13/2019	40191062	605.00.7500.460.40040	219.40
Fund: 605 - CITY FACILITIES					4,192.18
CDW GOVERNMENT INC	TRR2746	09/11/2019	2394832	606.00.1400.413.60041	588.91
CDW GOVERNMENT INC	TSQ8576	09/11/2019	2394832	606.00.1400.413.60041	283.66
GENESIS EMPLOYEE BENEFITS, INC	IN1567163	09/18/2019	Payroll	606.00.1400.413.30550	3.92
GENESIS EMPLOYEE BENEFITS, INC	IN1567158	09/18/2019	Payroll	606.00.1400.413.30550	20.30
GENESIS EMPLOYEE BENEFITS, INC	IN1587989	09/18/2019	Payroll	606.00.1400.413.30550	20.30
PETTY CASH - WF PURCHASE CARD FEES	MARC GADE WF OOP 8/19	09/17/2019	Wells Fargo Out of Pocket Reimburseme	606.00.1400.413.50065	15.66
PETTY CASH - WF PURCHASE CARD FEES	MARC GADE WF OOP 8/19	09/17/2019	Wells Fargo Out of Pocket Reimburseme	606.00.1400.413.50065	15.66
Fund: 606 - TECHNOLOGY FUND					948.41
BARR ENGINEERING COMPANY	23190328.16-30	09/11/2019	8/12/19	702.229.2296102	108.00
BARR ENGINEERING COMPANY	23190328.18-16	09/11/2019	8/12/19	702.229.2306802	460.50
BARR ENGINEERING COMPANY	23190328.19-5	09/11/2019	8/12/19	702.229.2302702	987.50
BARR ENGINEERING COMPANY	23190328.19-5 B	09/18/2019	8/12/19	702.229.2283203	297.50
BLUE PLANET HOLDINGS LLC	8/21/19	09/11/2019	ESCROW RELEASE 9215 RICH VALLE	702.229.2303802	1,388.00
CITY OF SAINT PAUL	IN36738	09/18/2019	77	702.229.2291000	67.50
HENNEPIN COUNTY DISTRICT COURT	19413733	09/11/2019	ENRIQUE ORTIZ	702.229.2291000	78.00
HENNEPIN COUNTY DISTRICT COURT	19411803	09/18/2019	JALEN MARQUE PHAV - LINSTEM	702.229.2291000	78.00
ISD #199	8/20/19	09/11/2019	ESCROW RELEASE 3201 68TH ST E	702.229.2301601	1,829.70
LILLIE SUBURBAN NEWSPAPERS	8/31/19 001363	09/18/2019	Advertising/Publishing	702.229.2284403	28.75

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LILLIE SUBURBAN NEWSPAPERS	8/31/19 001363	09/18/2019	Advertising/Publishing	702.229.2284503	23.00
LILLIE SUBURBAN NEWSPAPERS	8/31/19 001363	09/18/2019	Advertising/Publishing	702.229.2284703	20.13
LILLIE SUBURBAN NEWSPAPERS	8/31/19 001363	09/18/2019	Advertising/Publishing	702.229.2296802	20.13
PIEKARSKI-KRECH, ROSEMARY	9/6/19	09/18/2019	REFUND HYDRANT PERMIT #1914	702.229.2294300	1,500.00
SAFETY SIGNS	192205	09/11/2019	7/15/19	702.229.2285702	350.00
SAFETY SIGNS	192206	09/11/2019	7/15/19	702.229.2296102	400.00
WASHINGTON COUNTY COURT ADMIN	119901511	09/18/2019	JALEN MALIQUE PHAN-LINSTON	702.229.2291000	250.00
Fund: 702 - ESCROW FUND					7,886.71
Grand Total					1,415,795.15

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE GROUP INSURANCE PLANS, RATES, AND CONTRIBUTION AMOUNTS

Meeting Date: September 23, 2019
 Item Type: Consent
 Contact: Janet Shefchik
 Prepared by: Janet Shefchik
 Reviewed by: Joe Lynch

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Approve group insurance plans, rates and contribution amounts for the following plans: Health Insurance (medical and dental), Basic Term Life & AD&D Insurance, Voluntary Life Insurance, Long-Term Disability Insurance, Short-Term Disability Insurance, and Voluntary Vision.

SUMMARY The City provides insurance benefit options to approximately 150 employees. Some benefit plans are required and therefore paid for by the City, other coverage is optional and either contributed to by both the City and the employee or paid entirely by the employee. The City requires and pays for its benefited employees to take a minimum of single medical coverage in one of two available plans and shares the cost for Single + One and Family coverage. The City also pays for its benefited employees to be covered under its Basic Term Life and Long-term Disability Insurance plans. Other plans such as Dental Insurance, Voluntary (supplemental) Life Insurance, Short-term Disability Insurance, and the Vision Plan are entirely employee paid.

The City is required to go out for bids on certain insurance plans once every 60 months (MN Statute 471.6161 regarding group insurance for government units). The City retains NFP as our insurance broker, who tracks the due dates for the required bidding processes. NFP provides specifications and claims history to prospective insurance vendors and coordinates the request for proposals (RFP) process, including posting a public notice in the Southwest Review. Once the responses from the insurance companies come in, NFP conducts an expert analysis, negotiates subsequent plan design changes, and makes recommendations to the City for the upcoming years (the length of the insurance contract quotes vary by vendor and type of insurance). In addition to our existing vendors, over a dozen other companies provided quotes including many large vendors such as Medica, Blue Cross/Blue Shield, Preferred One, United Healthcare, Allina, Delta Dental, Cigna, Principal, Sun Life, Met Life, and VSP.

The City Administrator and Human Resources Manager met with NFP on July 26, 2019, to go over the RFP results and hear the broker's recommendations. Having received generally positive results, it was decided to proceed to the next step in the process. On August 15, 2019, NFP presented the results to the City's Insurance Committee, so that employees and representatives from the City's various unions could hear the same message at the same time and provide their input. [The aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced, unless the

public employer and exclusive representative of the employees of an appropriate bargaining unit, certified under section [179A.12](#), agree to a reduction in benefits.] The proposed benefit plans did not present a reduction in benefits under the existing union contracts, and the Insurance Committee appeared satisfied with the results and in agreement with the broker's recommendations. The Insurance Committee requested additional information regarding the cost to add an Employee + One tier to the dental insurance plan. NFP pursued this option with HealthPartners; however, given the effect to other premiums and deductibles, etc., all were in agreement to leave the dental plan as is, with the two tiers (Employee or Family coverage).

For 2020, HealthPartners' proposed medical insurance premiums that represented an average increase of 4.39% across the City's existing plans. The attached 2020 Medical Plan Designs document shows the renewal premiums and proposed City (and employee) contribution amounts. Additionally, plan design changes such as increased deductibles for the HSA plan (resulting from an IRS regulation change) are highlighted in red. Also, of note are the dental plan rates which increased by 5%; however, as dental premiums are entirely employee paid, this is provided as information only.

The following is a synopsis of the overall results for each of the plans. The City contributes to those plans below that are highlighted by underline:

- ☐ Medical Insurance renewal: Formal RFP was due. HealthPartners' negotiated proposal came in at an overall increase over the current rates of 4.39% with a guarantee not to exceed 7% for 2021.
- ☐ Dental Insurance renewal: Formal RFP was due. HealthPartners' negotiated proposal came in at an overall increase over the current rates of 5%, held through 2021.
- ☐ Basic Term and Voluntary Life Insurance: Formal RFP was not due. Minnesota Life/OCHS' rates for all lines are held at the current rates for now.
- ☐ Long-term Disability Insurance: Formal RFP was not due. Madison Life/NIS' rates are held at the current rates for now. There were also some administrative corrections made to employee benefit 'classifications'.
- ☐ Short-term Disability Insurance: Not a considered a 'group plan', therefore a Formal RFP is not required. Colonial Life rates are held at the current rates for now.
- ☐ Vision Plan: Formal RFP was due. EyeMed's rates are held at the current rates through 12/31/2022.

The final step in the process is for staff to seek Council approval of the plans, rates, and City contribution amounts, such that staff can move forward with preparing for the 2020 Open Enrollment and administration of benefit plans. Staff would like to ensure the Council that the process was conducted in keeping with regulations and best practices, as well as provided a thorough review of available options.

In light of these considerations, staff recommends continuation of the insurance benefit plans currently in place, with some minor plan adjustments and contribution increases as noted above and attached in the 2020 Medical Plan Design draft document. This recommendation includes renewals with HealthPartners as the City's health insurance (medical and dental) provider, MN Life through OCHS, Inc. for Basic Term, AD&D, and Voluntary Life Insurance, Madison National Life/NIS for Long-Term Disability Insurance, Colonial Life for Short-Term Disability Insurance, and EyeMed for Vision.

CITY OF INVER GROVE HEIGHTS 2020 MEDICAL PLAN DESIGNS

Summary of Coverage		\$250-\$25		HRA VEBA		HSA	
City's Annual HRA/HSA Contribution:		N/A	N/A	\$1,332 Single/S+1/Family^		\$1,332 Single/S+1/Family^	
In-Network Benefits							
Annual Deductible:	\$250/person	\$750/family	\$2,000/person	\$4,000/family	\$2,800/person	\$5,600/family	
Out-of-Pocket Max:	\$1,500/person	\$3,000/family	\$2,000/person	\$4,000/family	\$2,800/person	\$5,600/family	
Routine Care:	You pay nothing		You pay nothing		You pay nothing		
Office Visits:	\$25 copay		You pay nothing after deductible		You pay nothing after deductible		
Hospitalization: (Inpatient/Outpatient)	You pay 20% after deductible		You pay nothing after deductible		You pay nothing after deductible		
Prescription Drugs: (Copays listed are for those in the Formulary, purchased via retail. For mail orders refer to Summary of Benefit Coverage booklet.)	\$12 Generic		\$15 Generic		100% after ded		
	\$24 Brand		\$25 Brand				
Urgent Care:	\$25 copay		You pay nothing after deductible		You pay nothing after deductible		
Emergency Care:	\$75 copay		You pay nothing after deductible		You pay nothing after deductible		
Lifetime Maximum:	Unlimited						
Out-of-Network Benefits							
Annual Deductible:	\$500/person	\$1,500/family	\$4,000/person	\$8,000/family	\$5,000/person	\$10,000/family	
Out of Pocket Max:	\$3,500/person	\$6,000/family	\$7,000/person	\$11,000/family	\$10,000/person	\$20,000/family	
Office Visits, Hospital:	You pay 35% after deductible		You pay 45% after deductible		You pay 25% after deductible		
Routine Care:	No Coverage		You pay 45% after deductible		You pay 25% after deductible		
Lifetime Maximum:	Unlimited						
Total Monthly Premiums	2020		2020		2020		
Single	\$864.07		\$787.57		\$689.92		
Single + 1	\$1,943.90		\$1,771.80		\$1,552.12		
Family	\$2,255.29		\$2,055.61		\$1,800.75		
City Contribution	2020	F.C.*	2020	F.C.*	2020	F.C.*	
Single	\$695.44	\$330.20	\$787.57	\$386.10	\$689.92	\$386.10	
Single + 1	\$840.50	\$330.20	\$840.50	\$330.20	\$840.50	\$330.20	
Family	\$851.91	\$330.20	\$851.91	\$330.20	\$851.91	\$330.20	
Employee Cost	2020		2020		2020		
Single	\$168.63		\$0.00	*	\$0.00	*	
Single + 1	\$1,103.40		\$931.30	*	\$711.62	*	
Family	\$1,403.38		\$1,203.70	*	\$948.84	*	

***Flex Comp/Cash Option:** These additional contributions will be used to offset the Employee's portion of pretax benefit premiums; any remaining money will be paid to the employee as taxable compensation. A flat amount of \$578/mo. will be contributed to a City employee in lieu of all other contributions, if the employee is carried by a family member as a dependent (only) under the City's plan and waives all single employee contributions.

HRA & HSA: Can be used to offset out-of-pocket expenses such as deductibles & co-pays. If you also have a medical Flexible Spending Account (FSA), that money should be used first due to the IRS "use it or lose it" rule, which means that FSA money will be forfeited if not used within the (extended) plan year. If you are in the HSA plan, you may only have a limited FSA (i.e. for vision & dental only). ^The annual City's HRA and HSA amounts will be contributed into employee's accounts on a quarterly pro-rated basis: \$333/Qtr. (employees can elect to contribute add'l money to the HSA).

[This is not meant to be a complete plan description. This is a summary meant only for illustrative purposes and is not a guarantee of current or future benefits.]

CITY OF INVER GROVE HEIGHTS

2020 SCHEDULE OF DENTAL BENEFITS

	<u>HealthPartners Dental</u> Open Access Platform	
	HealthPartners Network	Out-of-Network
Calendar Year Deductible	None	\$50 per person \$150 per family
Calendar Year Maximum	\$1,500	\$750
Diagnostic & Preventive	100%	80%
Fillings	100%	80%
Basic Services	80%	50%
Basic Oral Surgery	80%	50%
Basic Endodontics	80%	50%
Non-Surgical Periodontics	80%	50%
Complex Oral Surgery	80%	50%
Crowns and crown repairs	70%	50%
Prosthetics	50%	50%
Orthodontics (for children)	50% to \$1,500* (*lifetime maximum)	50% to \$750
Employee Cost	Monthly Premiums	
Single	\$47.74	
Family	\$152.60	

This is not meant to be a complete plan description. This is a summary meant only for illustrative purposes and is not a guarantee of current or future benefits. Consult the plan booklet for exact details.

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:

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

PURPOSE/ACTION REQUESTED Request approval of the Pay Application #10 for \$831,820.00 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 #10 in the amount of \$831,820.00 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 \$2,197,925.00.

Staff recommends payment of Pay Application #9 for the amount of \$831,820.00 to Jorgenson Construction for Project 2014-10 Fire Station #2 New Construction.

Attachment: Pay Voucher #10

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

ESTIMATE NO: 10 (Ten)
DATE: September 23, 2019
PERIOD ENDING: August 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, 7, 8, 9)	\$111,200.00
Total Contract Amount.....	\$8,776,200.00
Total Value of Work to Date.....	\$6,924,500.00
Less Retained (5%).....	\$346,225.00
Less Previous Payment.....	\$5,746,455.00
Total Approved for Payment this Voucher.....	\$831,820.00
Total Payments including this Voucher	\$6,578,275.00

Approvals:

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

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

Signed by:	_____	_____
	Jorgenson Construction	Date

Signed by:	_____	_____
	George Tourville, Mayor	Date



INVOICE NO. 1495

BILL TO:

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

VIA:

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

INVOICE DATE	INVOICE NO.	PAYMENT TERMS	PO NUMBER
09/09/19	1495	NET 30 DAYS	

INVER GROVE HEIGHTS FIRE STATION #2

JCI JOB NUMBER: 6582

AS PER ATTACHED APPLICATION AND CERTIFICATE FOR
PAYMENT NUMBER TEN

\$831,820.00

AMOUNT NOW DUE: \$831,820.00

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

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

APPLICATION NO: 10
PERIOD TO: 8/31/2019

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

ARCHITECT'S
PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No. 2

CONTRACT DATE: 9/12/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 8,665,000.00
2. Net Change by Change Orders \$ 111,200.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 8,776,200.00
4. TOTAL COMPLETED AND STORED TO DATE \$ 6,924,500.00

5. RETAINAGE:

a. 5.00 % of Completed Work \$ 339,456.20
b. 5.00 % of Stored Material \$ 6,768.80

Total retainage (Line 5a + 5b) \$ 346,225.00

6. TOTAL EARNED LESS RETAINAGE \$ 6,578,275.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 5,746,455.00

8. CURRENT PAYMENT DUE \$ 831,820.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 2,197,925.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	70,911.00	0.00
Total approved this Month	40,289.00	0.00
TOTALS	111,200.00	0.00
NET CHANGES by Change Order	111,200.00	

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

By: Dwayne Kanne Date: 9/19/19
Dwayne Kanne / Vice President

State of: MN

County of: Anoka

Subscribed and Sworn to before me this

Notary Public: [Signature]

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 \$

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

ARCHITECT:

By: _____ Date: _____

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

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	PROJECT: INVER GROVE HGTS FIRE STN #2 9250 COURTHOUSE BLVD INVER GROVE HEIGHTS, MN 55077	APPLICATION NO: 10 PERIOD TO: 8/31/2019	DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR
FROM (CONTRACTOR): Jorgenson Construction Inc. 9255 East River Road NW Minneapolis, MN 55433	VIA (ARCHITECT): Wendel SGN Architecture, Inc. 401 2nd Avenue North Suite 206 Minneapolis, MN 55401	ARCHITECT'S PROJECT NO: 600801	

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Mobilization	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	250.00
2	Bonds	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00	0.00	5,500.00
3	Surveying	9,500.00	6,790.00	0.00	0.00	6,790.00	71.47	2,710.00	339.50
4	Supervision	120,000.00	103,500.00	8,000.00	0.00	111,500.00	92.92	8,500.00	5,575.00
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	9,000.00	1,000.00	0.00	10,000.00	83.33	2,000.00	500.00
7	Construction Cleanup	6,500.00	5,200.00	300.00	0.00	5,500.00	84.62	1,000.00	275.00
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	2,700.00	100.00	0.00	2,800.00	100.00	0.00	140.00
10	Safety-Interior	2,200.00	1,800.00	200.00	0.00	2,000.00	90.91	200.00	100.00
11	Temp. Water	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00	0.00	105.00
12	Temp. Electric	5,000.00	4,030.00	300.00	0.00	4,330.00	86.60	670.00	216.50
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	3,000.00	175.00	0.00	3,175.00	90.71	325.00	158.75
15	Job Trailer (Moving/Pickup)	1,000.00	500.00	500.00	0.00	1,000.00	100.00	0.00	50.00
16	Storage Container	1,200.00	1,000.00	200.00	0.00	1,200.00	100.00	0.00	60.00
17	Phone	1,500.00	1,300.00	100.00	0.00	1,400.00	93.33	100.00	70.00
18	Truck/Fuel	4,000.00	3,050.00	400.00	0.00	3,450.00	86.25	550.00	172.50
19	Equipment/Diesel	5,500.00	4,550.00	400.00	0.00	4,950.00	90.00	550.00	247.50
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: 10 PERIOD TO: 8/31/2019	DISTRIBUTION TO: _ OWNER _ ARCHITECT _ CONTRACTOR
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FROM (CONTRACTOR): Jorgenson Construction Inc.
 9255 East River Road NW
 Minneapolis, MN 55433

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

ARCHITECT'S PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Temp. Enclosures	11,500.00	11,300.00	200.00	0.00	11,500.00	100.00	0.00	575.00
23	Tools/Fasteners	2,300.00	2,020.00	100.00	0.00	2,120.00	92.17	180.00	106.00
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	3,750.00	0.00	0.00	3,750.00	100.00	0.00	187.50
27	Earthwork/Site Cleaning/Erosion Control	426,414.00	406,591.00	6,000.00	0.00	412,591.00	96.76	13,823.00	20,629.55
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	21,000.00	16,000.00	0.00	37,000.00	95.16	1,880.00	1,850.00
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	423,364.00	80,698.00	0.00	504,062.00	92.62	40,138.00	25,203.10
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	686,753.00	63,175.00	0.00	749,928.00	96.75	25,175.00	37,496.40

Application and Certification for Payment

TO: _____ OWNER _____ ARCHITECT _____ CONTRACTOR _____

ARCHITECT'S
PROJECT NO: 600801

CONTRACT DATE: 9/12/2018

[illegible]

Application and Certification for Payment

DISTRIBUTION
TO: **OWNER**
 ARCHITECT
 CONTRACTOR

ARCHITECT'S
PROJECT NO: 600801

CONTRACT DATE: 9/12/2018

[illegible]

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: 10
PERIOD TO: 8/31/2019

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Suite 206
Minneapolis, MN 55401

ARCHITECT'S
PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
82	Metal Casework	19,460.00	0.00	0.00	0.00	0.00	0.00	19,460.00	0.00
83	P Lam Casework/Solid Surface & Quartz Tops	88,967.00	0.00	0.00	0.00	0.00	0.00	88,967.00	0.00
84	Elevator-Engineering	27,300.00	27,300.00	0.00	0.00	27,300.00	100.00	0.00	1,365.00
85	Elevator	50,700.00	0.00	0.00	0.00	0.00	0.00	50,700.00	0.00
86	Fire Sprinkling	57,962.00	51,475.00	0.00	0.00	51,475.00	88.81	6,487.00	2,573.75
MECHANICAL - HVAC									
87	Mobilization	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00	0.00	300.00
88	Piping Specialties	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00	0.00	600.00
89	Valves	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00	0.00	300.00
90	Hangers & Supports	12,000.00	12,000.00	0.00	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	24,334.00	21,085.00	0.00	45,419.00	60.56	29,581.00	2,270.95
93	Controls	120,000.00	90,973.00	0.00	0.00	90,973.00	75.81	29,027.00	4,548.65
94	Hydronic Piping	145,000.00	94,693.00	20,000.00	0.00	114,693.00	79.10	30,307.00	5,734.65
95	Pumps	25,000.00	23,493.00	244.00	0.00	23,737.00	94.95	1,263.00	1,186.85
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	138,932.00	0.00	0.00	138,932.00	92.93	10,568.00	6,946.60
98	Air Duct Accessories	7,000.00	4,817.00	844.00	0.00	5,661.00	80.87	1,339.00	283.05
99	Fans	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00	0.00	2,000.00
100	Air Terminal Units	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00	0.00	350.00
101	GRD's	5,000.00	722.00	0.00	0.00	722.00	14.44	4,278.00	36.10

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: 10
PERIOD TO: 8/31/2019

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S
PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
102	Chimney/Stacks	10,000.00	4,496.00	1,019.00	0.00	5,515.00	55.15	4,485.00	275.75
103	Boilers	50,000.00	40,000.00	8,214.00	0.00	48,214.00	96.43	1,786.00	2,410.70
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	115,000.00	0.00	0.00	115,000.00	100.00	0.00	5,750.00
106	Heat/Cool Terminal Units	5,000.00	1,682.00	2,155.00	0.00	3,837.00	76.74	1,163.00	191.85
107	Radiation Hydronic Work	85,000.00	75,418.00	4,731.00	0.00	80,149.00	94.29	4,851.00	4,007.45
MECHANICAL - PLUMBING									
108	Specialties	101,500.00	93,500.00	4,000.00	0.00	97,500.00	96.06	4,000.00	4,875.00
109	Insulation	60,000.00	43,000.00	5,000.00	0.00	48,000.00	80.00	12,000.00	2,400.00
110	Facility Fuel Piping	21,000.00	17,500.00	0.00	0.00	17,500.00	83.33	3,500.00	875.00
111	Water Distribution	73,000.00	67,000.00	0.00	0.00	67,000.00	91.78	6,000.00	3,350.00
112	Sanitary Sewage	72,000.00	65,500.00	3,000.00	0.00	68,500.00	95.14	3,500.00	3,425.00
113	Storm Drainage	57,000.00	53,000.00	0.00	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	39,000.00	0.00	39,000.00	81.25	9,000.00	1,950.00
116	Fixtures	81,000.00	0.00	0.00	0.00	0.00	0.00	81,000.00	0.00
ELECTRICAL									
117	Dakota Electric Service	44,775.00	44,775.00	0.00	0.00	44,775.00	100.00	0.00	2,238.75
118	Temp. Electric	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00	0.00	325.00
119	General RI (M)	116,100.00	69,130.00	16,000.00	0.00	85,130.00	73.32	30,970.00	4,256.50
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

Page 8 of 8

TO (OWNER): City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	PROJECT: INVER GROVE HGTS FIRE STN #2 9250 COURTHOUSE BLVD INVER GROVE HEIGHTS, MN 55077	APPLICATION NO: 10 PERIOD TO: 8/31/2019	DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR
FROM (CONTRACTOR): Jorgenson Construction Inc. 9255 East River Road NW Minneapolis, MN 55433	VIA (ARCHITECT): Wendel SGN Architecture, Inc. 401 2nd Avenue North Suite 206 Minneapolis, MN 55401	ARCHITECT'S PROJECT NO: 600801	

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
121	Light Fixtures (M)	108,500.00	95,900.00	7,500.00	0.00	103,400.00	95.30	5,100.00	5,170.00
122	Light Fixtures (L)	60,736.00	15,184.00	21,258.00	0.00	36,442.00	60.00	24,294.00	1,822.10
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	32,266.00	3,796.00	0.00	36,062.00	95.00	1,898.00	1,803.10
125	Generator (M)	141,270.00	141,270.00	0.00	0.00	141,270.00	100.00	0.00	7,063.50
126	Generator (L)	7,592.00	3,796.00	2,657.00	0.00	6,453.00	85.00	1,139.00	322.65
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	309,019.00	43,589.00	0.00	352,608.00	78.81	94,811.00	17,630.40
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	8,217.00	0.00	0.00	8,217.00	57.80	6,000.00	410.85
136	Change Order #005	14,110.00	14,110.00	0.00	0.00	14,110.00	100.00	0.00	705.50
137	Change Order #006	14,577.00	12,577.00	0.00	0.00	12,577.00	86.28	2,000.00	628.85
138	Change Order #007	14,420.00	0.00	14,420.00	0.00	14,420.00	100.00	0.00	721.00
139	Change Order #008	13,821.00	0.00	13,821.00	0.00	13,821.00	100.00	0.00	691.05
140	Change Order #009	12,048.00	0.00	12,048.00	0.00	12,048.00	100.00	0.00	602.40
REPORT TOTALS		\$8,776,200.00	\$6,048,900.00	\$740,224.00	\$135,376.00	\$6,924,500.00	78.90	\$1,851,700.00	\$346,225.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: September 23, 2019
 Item Type: Consent
 Contact: Judy Thill, 651-450-2495
 Prepared by: Judy Thill, Fire Chief
 Reviewed by: n/a

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Request approval of the authorized Change Order #7 for \$14,420.00, Change Order #8 for \$13,821.00, and Change Order #9 for \$12,048.00 for Project 2014-10 Fire Station #2 New Construction.

SUMMARY

Change order #7 for \$14,420.00 was for changes to the training tower to include tower opening and sill changes. Change Order #8 for \$13,821.00, was for additional work to the training tower to include hardware changes and tie-offs anchoring and reinforcement. Change Order #9 for \$12,048.00 was needed for plumbing and precast revisions, additional plan review and wall detailing. Total of all change orders is \$40,289.00.

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.

Staff recommends approval of the authorized Change Order #7 for \$14,420.00, Change Order #8 for \$13,821.00, and Change Order #9 for \$12,048.00, for a total of \$40,086.00 and a revised contract amount of \$8,776,200.00.

Attachments: Change Orders #7, #8 and #9

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Inver Grove Heights Fire Station No. 2 Inver Grove Heights, MN	CHANGE ORDER NUMBER: 007 DATE: 08/01/2019	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): Jorgenson Construction, Inc. 9255 East River Road NW Coon Rapids, MN 55433	ARCHITECT'S PROJECT NUMBER: 600801 CONTRACT DATE: 09/12/2018 CONTRACT FOR: 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	\$ 70,911.00
The Contract Sum prior to this Change Order was	\$ 8,735,911.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 14,420.00
The new Contract Sum including this Change Order will be	\$ 8,750,331.00

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)

NEKKITA BENJAMIN
(Typed name)

8.2.19
DATE

Jorgenson Construction, Inc.

CONTRACTOR (Firm name)

9255 East River Road NW
Coon Rapids, MN 55433

ADDRESS

BY (Signature)

Dwayne Kanne
(Typed name)

8/7/19
DATE

City of Inver Grove Heights

OWNER (Firm name)

8150 Barbara Avenue East,
Inver Grove Heights, MN 55077

ADDRESS

BY (Signature)

Stacy Thiv
(Typed name)

8/7/19
DATE



Date: 08/01/19
Project: Inver Grove Heights Fire Station No. 2

Comm. No.: 600801
Subject: Change Order No. 007 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
PR-016A	Training Tower Revisions	\$14,420.00
	Change Order No. 007 Total	\$14,420.00



AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Inver Grove Heights Fire Station No. 2 Inver Grove Heights, MN	CHANGE ORDER NUMBER: 008 DATE: 08/01/2019	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): Jorgenson Construction, Inc. 9255 East River Road NW Coon Rapids, MN 55433	ARCHITECT'S PROJECT NUMBER: 600801 CONTRACT DATE: 09/12/2018 CONTRACT FOR: 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	\$ 85331.00
The Contract Sum prior to this Change Order was	\$ 8,750,331.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 13,821.00
The new Contract Sum including this Change Order will be	\$ 8,764,152.00

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)

Nicki A. Benjamin
(Typed name)

8.2.19
DATE

Jorgenson Construction, Inc.

CONTRACTOR (Firm name)

9255 East River Road NW
Coon Rapids, MN 55433

ADDRESS

BY (Signature)

Dwayne Kanne
(Typed name)

8/7/19
DATE

City of Inver Grove Heights

OWNER (Firm name)

8150 Barbara Avenue East,
Inver Grove Heights, MN 55077

ADDRESS

BY (Signature)

Judy Thill
(Typed name)

8/7/19
DATE



Date: 08/01/19
Project: Inver Grove Heights Fire Station No. 2
Comm. No.: 600801
Subject: Change Order No. 008 Tabulation
Memo by: Nickisha Benjamin; Wendel
Memo to: Judy Thill, Eric Bergum; City of Inver Grove Heights
Paul Oberhaus; CPMI
Dwayne Kanne, Amanda Bass; Jorgenson Construction

Proposal Request #	Description	Cost
PR-016B	Training Tower Revisions	\$13,821.00
	Change Order No. 008 Total	\$13,821.00

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 009	OWNER: ☒
Inver Grove Heights Fire Station No. 2	DATE: 08/28/2019	ARCHITECT: ☒
Inver Grove Heights, MN		CONTRACTOR: ☒
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 600801	FIELD: ☐
Jorgenson Construction, Inc.	CONTRACT DATE: 09/12/2018	OTHER: ☐
9255 East River Road NW	CONTRACT FOR: General Construction	
Coon Rapids, MN 55433		

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	\$ 99,152.00
The Contract Sum prior to this Change Order was	\$ 8,764,152.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 12,048.00
The new Contract Sum including this Change Order will be	\$ 8,776,200.00

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)

Nicholas Benjamin
(Typed name)

8/30/19

DATE

Jorgenson Construction, Inc.

CONTRACTOR (Firm name)

9255 East River Road NW
Coon Rapids, MN 55433

ADDRESS

BY (Signature)

Dwaine Kanne
(Typed name)

9/6/19

DATE

City of Inver Grove Heights

OWNER (Firm name)

8150 Barbara Avenue East,
Inver Grove Heights, MN 55077

ADDRESS

BY (Signature)

May Thiel
(Typed name)

9/6/19

DATE

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: September 23, 2019
 Item Type: Consent
 Contact: Judy Thill, Fire Chief
 Prepared by: Judy Thill, Fire Chief
 Reviewed by: n/a

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Request approval for the Fire Chief to contract with LVC Companies to install electronic door access system in building for Project 2014-10 Fire Station #2 New Construction.

SUMMARY

At the August 26, 2019 City Council Meeting, Council approved the budget for the Furniture, Fixtures and Equipment that was part of the original construction estimate. At the September 9, 2019 City Council Meeting, Council approved Audio Visual Equipment purchases for the new Fire Station #2. that were not originally part of the construction information technology estimate. An electronic door access system was also not part of that estimate, but now needs to be purchased.

One quote for the electronic door access system was received from LVC Companies in the amount of \$35,632.00. No other quotes were requested because LVC Companies is the sole provider of the needed electronic door access equipment. LVC Companies initially installed the electronic door access system in all the other City Facilities and the system for Fire Station 2 will use the existing server and connect to the City system through our network. By staying with this one provider, the City will save money by not having to duplicate costs for a second system. This will also make all City facility access systems compatible for all employees and will allow for efficiencies in use and maintenance by our facility and Information technology personnel.

Staff recommends authorizing the Fire Chief to contract with LVC Companies for \$35,632.00 for Fire Station #2.



June 12, 2019

Scott O'Donnell/Eric Bergum
City of Inver Grove Heights

Re: Fire Station 2 – Electronic Access Control

LVC is pleased to present our proposal for your review and consideration. LVC will provide system devices and labor to perform installation, programming, checkout and testing of the electronic access control system. The access control devices will be connected to the existing Lenel server via a customer provided network. This proposal is based on drawings dated 80/07/2018. All work will be performed during normal business hours and includes the Scope of Work listed below.

LVC Responsibility

1. F&I (Furnish and Install) (1) Lenel LNL-X2220 Dual Reader Intelligent Controller. This controller connects to the server via network connection, has 2 onboard reader ports, and communicated with downstream boards on a 485 connection.
2. F&I (7) LNL-1320 Dual Reader Interface Modules. Each module can control 2 doors and communicates to the LNL-X2220.
3. F&I (7) Multi-technology standard size readers with pinpad.
4. F&I (9) Multi-technology standard size readers.
5. F&I (16) Request to Exit motion detectors.
6. F&I (17) Door position switches (sixteen single and one double door).
7. F&I (1) Multi-voltage power supply and housing. The proposed housing will allow for installation of controllers and modules listed above.
8. F&I cable as required.
9. Provide connection to locking hardware provided and installed by others

Pricing Summary

Electronic Access Control

\$35,632.00

Fire & Life Safety | Fire Suppression | Fire Extinguishers | Video Surveillance | Structured Cable | Access Control | 24 Hour Service

MINNESOTA

Minneapolis 952-835-4600
Rochester 507-281-4600
Hibbing 218-262-2484
International Falls 218-286-1141
Crosby 218-259-2135
Alexandria 320-219-6633

WISCONSIN

Eau Claire

ARIZONA

Tempe

480-967-0800

www.LVCinc.com

Assumptions/Clarifications

- LVC will have access for installations crew between the business hours of 7 a.m. - 4 p.m.
- All work will be done during normal business hours. Overtime premiums have not been included.
- Any scope changes outside this document or in the event additional materials and or labor is required due to unforeseen circumstances beyond our control, LVC reserves the right to generate a change order request to cover additional scope and work. Additional scope, work, and costs will be discussed as soon as identified to keep all parties informed and the project kept on schedule. No additional scope or work will be performed until LVC receives a signed approval.
- LVC Companies is not responsible for any repairs of sheet rock, ceiling tile, tile grid or any superficial material. This includes but is not limited to pain, wall coverings, paneling wood, steel studs, access hatches, or any not-supporting structural material as related to completing the installation of the system(s).
- The pricing included in this proposal has been calculated on the cost of material at the time of execution. A rise in the cost of any specified materials or change to the project timeline that adversely affect the pricing of materials may cause an adjustment to the contract price.
- On acceptance of this proposal, all provisions including general terms and conditions, business clarifications, and fee schedule will be considered a contract.
- Any expansion of an existing system assumes the software and hardware are at the latest version and compatible with the new devices. No upgrades are included in this proposal unless specified in the statement of work.
- LVC is not responsible for delays or defaults that are occasioned by causes of any kind beyond our control, including but not limited to delays or defaults of Architects, the Owner, the Contractor, any Subcontractors, other third parties, civil disorders, labor disputes, and Acts of God. We shall be entitled to equitable adjustment for additional costs caused by any Architect, Engineer, Contractor, or Owner.
- Rough-in conduits and boxes, POE entry sleeves, floor X-rays, surface raceway for low voltage cable pathway, telephone grounding bus bar, plywood phone boards, power poles to be supplied by electrician or others.
- Integration and programming of network and hardware shall be the responsibility of owner/customer.
- Pricing is valid for 30 days from the date of this proposal.
- Any delays experienced due to restricted access and areas not being ready for vendor (moving items, waiting for people to move, etc.) could be subject to added costs.
- Cabling is to be done prior to ceilings being installed. If this cannot be done because ceilings are already installed a change order will incur.

Fire & Life Safety | Fire Suppression | Fire Extinguishers | Video Surveillance | Structured Cable | Access Control | 24 Hour Service

MINNESOTA

Minneapolis 952-835-4600
Rochester 507-281-4600
Hibbing 218-262-2484
International Falls 218-286-1141
Crosby 218-259-2135
Alexandria 320-219-6633

WISCONSIN

Eau Claire

715-688-4600

ARIZONA

Tempe

480-967-0800

- All permits if required.
- Sufficient wall/rack space in Server Room for defined material shall be provided by others.
- All client PCs unless specifically listed above.
- All locking hardware and specialty locks.
- All system software/licenses outside of items outlined above will be the responsibility of the customer if needed.
- LVC will provide 1-year warranty on parts and labor

Fee Schedule:

The customer agrees to pay all invoices in a timely manner per Net 30 terms:

- All materials will be billed 100% at the time of procurement.
- 50% of labor will be billed at project acceptance.
- Remaining 50% of labor will be billed as project progresses.
- All change orders will be billed at time of acceptance.
- Payments Terms are net 30 from invoice date.

LVC is pleased to provide this proposal for your review and consideration. Our proposal is representative of the necessary technology solutions to effectively serve you with the highest regards to quality in products and installation workmanship.

Sincerely,

Gene Schabert

Gene Schaber

System Sales - ISG
LVC Companies
952-278-1064 (direct)
952-292-2216 (mobile)
gschabert@lvcinc.com

Authorization to Proceed

Customer Signature

Printed Name

Date

P.O. and Total Amount

Fire & Life Safety | Fire Suppression | Fire Extinguishers | Video Surveillance | Structured Cable | Access Control | 24 Hour Service

MINNESOTA

Minneapolis 952-835-4600
Rochester 507-281-4600
Hibbing 218-262-2484
International Falls 218-286-1141
Crosby 218-259-2135
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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: September 23, 2019
 Item Type: Consent
 Contact: Judy Thill, 651-450-2495
 Prepared by: Judy Thill, Fire Chief 
 Reviewed by: n/a

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Request approval to proceed with work in Change Order #10 for Project 2014-10 Fire Station #2 New Construction.

SUMMARY

Change order #10 for \$85,693.00 is for further site work changes involving storm water design, minimal impacts into the wetland, perimeter right-of-way grading and other miscellaneous items to be done for the new fire station. This site work includes excavation and removal of various items including the following: existing drive, culvert and vegetation at the northwest part of the property; concrete footings and foundation of old buried structure; and landscape structures near the wetland. The sitework also includes various revisions to the plan such as grading for emergency overflow storm water; grades to reflect revised stormwater sewer changes; storm sewer system at south biofiltration basin, including installation of water quality devices; sanitary sewer connection to public sanitary line; and big block retaining wall and fence per MNDOT requirements.

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 amount of work to be completed in Change Order #10 is over the authorized \$15,000 so Council needs to approve proceeding with the work before it can be started. Funding for this change order once completed will come out of Contingency Funds for Project 2014-10 Fire Station #2 New Construction.

Staff recommends approval of Change Order #10 for \$85,693.00 so work can begin.

Attachments: Change Order #10

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Inver Grove Heights Fire Station No. 2 Inver Grove Heights, MN	CHANGE ORDER NUMBER: 010 DATE: 09/17/2019	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): Jorgenson Construction, Inc. 9255 East River Road NW Coon Rapids, MN 55433	ARCHITECT'S PROJECT NUMBER: 600801 CONTRACT DATE: 09/12/2018 CONTRACT FOR: 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	\$ 111,200.00
The Contract Sum prior to this Change Order was	\$ 8,776,200.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 85,693.00
The new Contract Sum including this Change Order will be	\$ 8,861,893.00

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)

9.17.19
(Typed name)

DATE

Jorgenson Construction, Inc.

CONTRACTOR (Firm name)

9255 East River Road NW
Coon Rapids, MN 55433

ADDRESS

BY (Signature)

Dwight Kame
Dorothy Kame
(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



Date: 09/13/19
Project: Inver Grove Heights Fire Station No. 2

Comm. No.: 600801
Subject: Change Order No. 010 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
-	Change Order #9 Adjustment	\$360.00
PR-001	Site Plan Review Revisions	\$85,333.00
	Change Order No. 001 Total	\$85,693.00



Proposal Request Number 1RR

Date: December 12, 2018 *UPDATE 8/23/19

Architect/Engineer: Wendel

Attention: Nickisha Benjamin

Job Name: Inver Grove Heights Fire Station #2

Jorgenson Job #: 6582

Description: Enclosed is a breakdown cost associated with proposal request number 1RR :

*Site, Plan Review Revisions:- This only includes Excavation, Site Utilities & Bollards.
No landscaping, sod/seed, chain link fencing, retaining wall etc.*

Subcontractor	* Distinctive Iron (Galv. bollards)	\$ 3,236.00
Costs	Johnson & Scofield (Surveying)	\$ 540.00
	Kelleher (Concrete)	\$ 2,187.00
	*Northern Lines	\$ 72,552.00
	Swanson & Youngdale (Painting Bollards)	\$ 540.00
	*Subtotal	\$ 79,055
Jorgenson	Jorgenson Subcontractor Margin 5%	\$ 3,953.00
Costs	Jorgenson Drill & Backfill	\$ 1,155.00
	9 Bollards X \$128.33 Each	
	Jorgenson Self Performance Margin 10%	\$ 116.00
Subtotal		\$ 84,279.00
	Jorgenson Bond 1.25%	\$ 1,054.00
Total add for PR Number 1RR		\$ 85,333.00

Please review and provide direction in writing if we are to proceed with the above referenced item by:

From: Dwayne Kanne
CC: Jeff Bauer

Project Manager
Assistant Project Manager
Project Superintendent

There are 0 page(s) including this page. Please call if you do not receive all of these pages.

Wendel

PROPOSAL REQUEST

401 2nd Avenue North
Suite 206
Minneapolis, MN 55401

Phone: (612) 332-1401

No. 001

TITLE: *Site Plan Review Revisions*

DATE: 10/26/2018

PROJECT: *Inver Grove Heights Fire Station No. 2*

PROJECT NO: 600801

TO: Dwayne Kanne
Jorgenson Construction, Inc.
9255 East River Road
Coon Rapids, MN 55433

An itemized proposal must be submitted for any modification or change in the Contract Sum and/or Contract Time of the Contract Documents described herein. Within Seven (7) days of the date of this Request for Proposal, the Contractor must either (i) submit an itemized proposal or (ii) notify the Architect in writing of the anticipated date on which the itemized proposal will be submitted.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION

Civil

- I. Refer to attached SRF Proposal Request No. 001 dated 10/26/18.

Attachments: SRF PR-001

Cc: Amanda Bass, Jeff Bauer,
Judy Thill, Eric Bergum, Paul Oberhaus

Issued By: Nickisha Benjamin

PROJECT REVISIONS NO. 01

WENDEL / CITY OF INVER GROVE HEIGHTS

FIRE STATION NO. 2 SITE PROJECT

(SRF Summary)

ISSUED: October 26, 2018 (Revised plans dated October 19, 2018)

The additions, revisions, corrections and clarifications herein shall be made to the Drawings: **See summary below.**

Specifications: **See summary below.**

for the project and shall be included in the Scope of Work.

Overall Summary;

Revisions reflect City Engineering comments to provide further changes involving the storm water design, minimal impacts into the wetland, perimeter/ROW grading, fence on top of retaining wall, removals, and other miscellaneous items. Further detail is provided below.

MODIFICATION TO THE DRAWINGS

- C100 – EXISTING CONDITIONS AND REMOVALS PLANS
 - Replace plan sheet.
 - Revisions clouded with Delta 2 (triangle).
 - Remove existing driveway/culvert/vegetation in the northwest area of the project area, primarily in the Courthouse Boulevard ROW.
 - Remove concrete footings and foundation(both visible and buried) and related items in the northeast corner of the project area.
 - Remove landscape structures and related items near the wetland.
 - Construction Limits revised by wetland. Already completed tree/vegetation removal outside of new limits, to remain, without any further disturbance.
 - Additional notes (#16 - #19) added to the Existing Conditions and Removal Notes, reflecting removals.
- C200 – SITE PLAN
 - Replace plan sheet.
 - Revisions clouded with Delta 2 (triangle).
 - Added bollards(Key Note – G) around select unprotected building corners.
 - Revised wetland/storm pond water level information.
- C300 – GRADING DRAINAGE & EROSION CONTROL PLAN
 - Replace plan sheet.
 - Revisions clouded with Delta 2 (triangle).
 - Revised grading to direct any parking lot Emergency Overflow(EOF) storm water to Public Street ROW ditch in the northwest area of the project, including Courthouse Boulevard. Added/revised erosion control devices.
 - Revised grades to reflect revised storm sewer changes, primarily in the Bio-Filtration Basin and Wetland Area.
 - Revised Bio-Filtration Basin FES inlet and Emergency Overflow energy dissipation changed to FLEXAMAT.
 - Construction Limits and erosion control devices revised by wetland, erosion control devices installed outside of new construction limits, may remain, without any further disturbance.
- C400 – UTILITY PLAN
 - Replace plan sheet.
 - Revisions clouded with Delta 2 (triangle).
 - Storm structures renumbered.
 - Revised Storm Sewer System (structures, pipe, draintile, draintile valve) at south driveway, shed driveway, storm bio-filtration basin, and wetland areas.
 - Add SAFL Baffle/Snout Outlet Hood devices in STM 207 and STM

204.

- Revised wetland/storm pond water level information.
- Revised sanitary sewer connection to public sanitary line to include reducer to match City Engineering Standard 6" Wye connection on the public sanitary line.
- Revised Bio-Filtration FES inlet energy dissipation changed to FLEXAMAT.
- Revised Erosion Control Blanket in bottom of Bio-Filtration basin to Category 1 (MNDOT).
- C502 – CIVIL DETAILS
 - Replace plan sheet.
 - Revisions clouded with Delta 2 (triangle).
 - Revise SUMP WITH SAFL BAFFLE detail to include SAFL Baffle and Snout Outlet Hood devices.
- C504 – CIVIL DETAILS
 - Replace plan sheet.
 - Revisions clouded with Delta 2 (triangle).
 - Add Under-drain Valve & Valve Box detail.
 - Add Observation Pipe Detail
 - Revise Residential Biofiltration Basin detail, Drintile Cleanout Profile detail, Pond Outlet Control Structure detail, Amendments to Residential Bioretention Basin Notes, Amendments to Bioretention Basin Installation Notes.
- C505 – CIVIL DETAILS
 - Replace plan sheet.
 - Revisions clouded with Delta 2 (triangle).
 - Revise Big Block Retaining Wall With Reinforcement detail with fence now mounted on top of the wall.
 - Add Chain Link Fence (MNDOT 9322K) detail, and Amendments to Chain Link Fence Steel/Line Posts, for clarity.
- L101 – LANDSCAPE PLAN
 - Replace plan sheet.
 - Revisions clouded with Delta 2 (triangle).
 - Revise seed/sod areas to revised grading.
 - Revise tree species in Plant Schedule.

MODIFICATION TO THE SPECIFICATIONS

- 311000 – SITE CLEARING
 - Add 3.7.C – Demo and remove all structures on site within construction limits and per improvements. This includes both building and foundations (visible and buried) of primary, accessory, landscape, and other miscellaneous structures. Contractor is responsible for verifying any hazardous material, and to dispose of it properly.
- 312010 – BIOFILTRATION
 - Add 1.5.A.4 - Drain tile pipe(solid and perforated) and woven sock. 2-Foot section.
 - Add 1.5.A.5 – Drain tile valve, Observation Pipe, Clean Out. Each.
 - Add 2.1.A.6 – Provide any additional/revised specifications as listed on the plans. Any discrepancy between plans and specifications, contractor to inquire with Civil Engineer for clarity.
 - Add 2.2.B – Provide draitile(solid and perforated) and woven sock as stated on plans, if different than specifications.
 - Add 2.2.C – Provide draitile valve, observation pipe, and clean out, as specified per plans.
 - Add 3.1.A.8 – After testing for proper infiltration of engineered soil, and before installation of vegetation(plants/seed), bioretention basin to be temporarily off line from the storm system until plant establishment. Contractor to provide temporary conditions to re-route storm water, as approved by the Civil Engineer.
 - Add 3.1.B.1 – Install draitile valve, observation pipe, and cleanout, per manufacture's recommendations and per plans.
- 321313 – CONCRETE PAVEMENT
 - Add 1.2.A.5 – Bollards.
 - Add 2.9.A – Bollards: Provide all materials for a bollard, as specified on the plans.
 - Add 3.13 – BOLLARD INSTALLATION – Coordinate installation of bollard with structures and pavement. Verify location, prior to installation, with Owner or Owner's Representative.
- 323113 – CHAIN LINK FENCES AND GATES
 - Revise 2.3.1 – Fence Height: per plan.
 - Add 2.3.A.7 – Post surface mount to include mounting plate integral with bottom of post, complete with four mounting holes for anchor bolts. Include all hardware, including anchor bolts.
 - Add 3.3.N – Install wall surface mount post per retaining wall manufacture's recommendations. Avoid mounting on seams and edges of pavement/block.
- 329200 – TURF AND GRASSES
 - Add 1.4.H – Erosion Control Blanket: For each type of blanket indicated on the plans. Size approximately 1 foot by 1 foot.

- Revise 3.5.D – Apply erosion control blankets after seeding to protect seed areas, as indicated on the plans, or any slopes exceeding a 1:4(V:H) slope. Install and anchor per manufacturer's recommendations.
- 334100 – STORM UTILITY DRAINAGE PIPING
 - Add 2.2.C – Water Quality Devices: Provide water quality devices as indicated on the plans, and installed per manufacturer's recommendation. This includes, be not limited to:
 - Add 2.2.C.1 – SAFL Baffle, by Upstream Technologies, or approved equal.
 - Add 2.2.C.2 – Snout Outlet Hood, Garbage Trappings, by Upstream Technologies, or approved equal.
 - Add 2.5.B – Light Weight Cable Concrete: Provide FLEXAMAT, by FLEXAMAT Permanent Site Solutions, or approved equal.
 - Add 3.4.A.E – Install Water Quality Devices per manufacturer's recommendation.
 - Add 3.6.E – Construct any manufactured products per manufacturer's recommendations.

END OF PROJECT REVISION NO. 01



1 CARLSON PARKWAY N.
SUITE 150
MINNEAPOLIS, MN 55447-4443
PH: 763-249-8796 / paul.schroeder@srfconsulting.com
CONTACT NAME | PHONE NUMBER | EMAIL

OWNER / DEVELOPER
JUDY THILL - FIRE CHIEF
CITY OF INVER GROVE HEIGHTS
INVER GROVE HEIGHTS, MN 55076
PH: 651-450-2495
EMAIL: jthill@invergroveheights.org

CONTACT NAME | PHONE NUMBER | EMAIL

ARCHITECT
ABBY HAMMES
WENDEL
401 2ND AVENUE North, SUITE 206
MINNEAPOLIS, MN 55401
PH: 612-332-1401
EMAIL: ahammes@wendelcompanies.com

CONTACT NAME | PHONE NUMBER | EMAIL

LAND SURVEYOR
BENJAMIN BENDER AND ASSOCIATES
3440 FEDERAL DRIVE, SUITE 110
EAGAN, MN 55122
PH: 612-452-5051
EMAIL: gbender@bender.com

CONTACT NAME | PHONE NUMBER | EMAIL

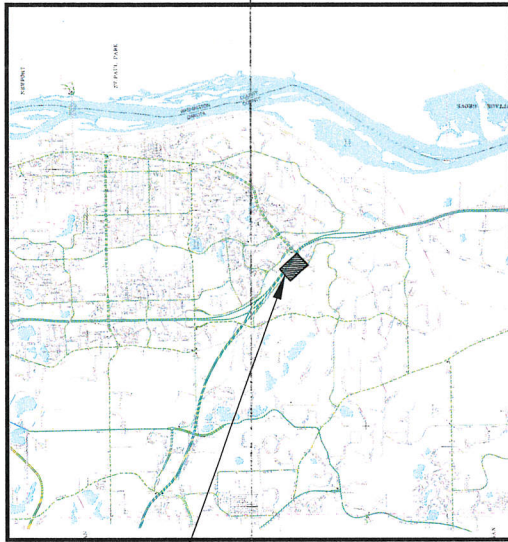
CIVIL ENGINEER / LANDSCAPE ARCHITECT
PAUL SCHROEDER - PROJECT MANAGER
SRE CONSULTING GROUP
CLOUDSLEY PARK NORTH, SUITE 150
PLYMOUTH, MN 55447
PH: 763-249-6796
EMAIL: pschroeder@srfconsulting.com

CONTACT NAME | PHONE NUMBER | EMAIL

NOTE:
1. THESE PLANS AND/OR SPECIFICATIONS WERE PREPARED FOR THIS PROJECT AND ARE NOT TO BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.
2. THE PERSON, AGENCY OR CORPORATION USING THESE PLANS AND/OR SPECIFICATIONS WILL BE HELD LIABLE FOR ANY DUPLICATION OF THIS WORK FOR OTHER PROJECTS.
3. THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY INFORMATION AS DEVELOPED BY THE DESIGNER AND IS NOT TO BE CONSIDERED AS A GUARANTEE OF ACCURACY OR A STANDARD GUARANTEE FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA.

INVER GROVE HEIGHTS FIRE STATION NO. 2 INVER GROVE HEIGHTS, MN

CONSTRUCTION PLANS



VICINITY MAP
(NO SCALE)

SHEET NO.	DESCRIPTION
C001	SITE TITLE SHEET
C100	EXISTING CONDITIONS AND REMOVALS PLAN
C200	SITE PLAN
C300	GRADING, DRAINAGE, & EROSION CONTROL PLAN
C400	STORMWATER POLLUTION PREVENTION PLAN
C500- C505	UTILITY PLAN
L100	CIVIL DETAILS
L200	TREE PRESERVATION PLAN
L300	LANDSCAPE PLAN
L400	LANDSCAPE DETAILS

SHEET INDEX



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FOR A LIST OF PARTICIPATING UTILITIES AND TO REGISTER YOUR PROJECT.
VISIT US AT www.gsocmn.com FOR MORE INFORMATION.



CITY OF INVER GROVE
HEIGHTS

INVER GROVE HEIGHTS
FIRE STATION NO. 2

BID SET



Wendel
ARCHITECTS
401 2ND AVENUE North, SUITE 206
MINNEAPOLIS, MN 55401
PH: 612-332-1401
EMAIL: ahammes@wendelcompanies.com



Five Huges Design
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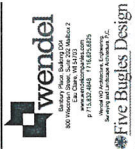
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CITY OF INVER GROVE
HEIGHTS

INVER GROVE HEIGHTS
FIRE STATION NO. 2

BID SET



Five Bugles Design

5100 W. 100th Street, Suite 100
Minnetonka, MN 55345
Phone: 763.536.1111
Fax: 763.536.1112
www.fivebuglesdesign.com

PROJECT: Inver Grove Heights Fire Station No. 2

DATE: 11/15/2018

BY: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]

SCALE: AS SHOWN

NOTES: SEE ALL SHEETS

REVISIONS: [Table]

PROJECT LOCATION: [Map]

PROJECT DESCRIPTION: [Text]

PROJECT OWNER: [Text]

PROJECT MANAGER: [Text]

PROJECT ENGINEER: [Text]

PROJECT ARCHITECT: [Text]

PROJECT CONTRACTOR: [Text]

PROJECT SUBMITTER: [Text]

PROJECT DATE: [Text]

PROJECT STATUS: [Text]

PROJECT COMMENTS: [Text]

PROJECT NOTES: [Text]

PROJECT DETAILS: [Text]

PROJECT SPECIFICATIONS: [Text]

PROJECT MATERIALS: [Text]

PROJECT METHODS: [Text]

PROJECT EQUIPMENT: [Text]

PROJECT TOOLS: [Text]

PROJECT SAFETY: [Text]

PROJECT ENVIRONMENT: [Text]

PROJECT CLIMATE: [Text]

PROJECT SOILS: [Text]

PROJECT VEGETATION: [Text]

PROJECT ANIMALS: [Text]

PROJECT PLANTS: [Text]

PROJECT FUNGI: [Text]

PROJECT INSECTS: [Text]

PROJECT BIRDS: [Text]

PROJECT MAMMALS: [Text]

PROJECT REPTILES: [Text]

PROJECT AMPHIBIANS: [Text]

PROJECT FISH: [Text]

PROJECT MOLLUSKS: [Text]

PROJECT ARACHNIDS: [Text]

PROJECT INVERTEBRATES: [Text]

PROJECT PLANTS: [Text]

PROJECT FUNGI: [Text]

PROJECT INSECTS: [Text]

PROJECT BIRDS: [Text]

PROJECT MAMMALS: [Text]

PROJECT REPTILES: [Text]

PROJECT AMPHIBIANS: [Text]

PROJECT FISH: [Text]

PROJECT MOLLUSKS: [Text]

PROJECT ARACHNIDS: [Text]

PROJECT INVERTEBRATES: [Text]

PROJECT PLANTS: [Text]

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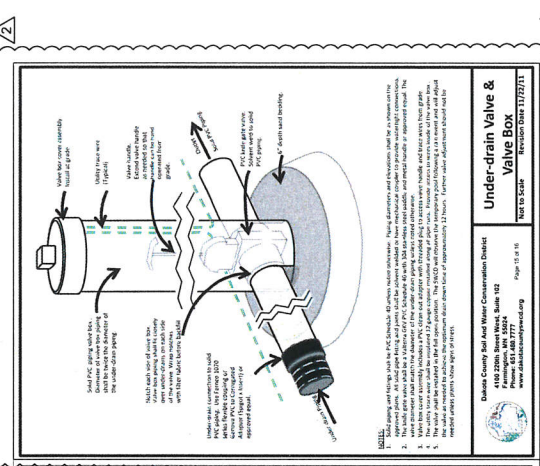
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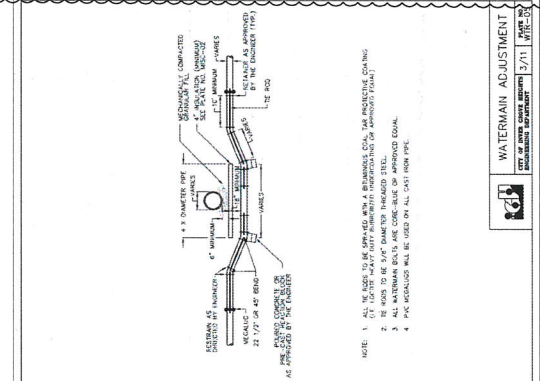
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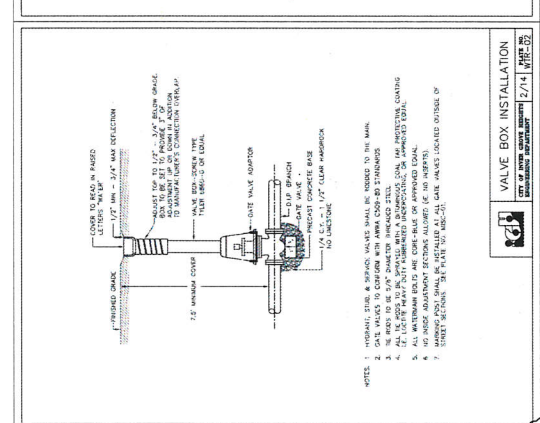
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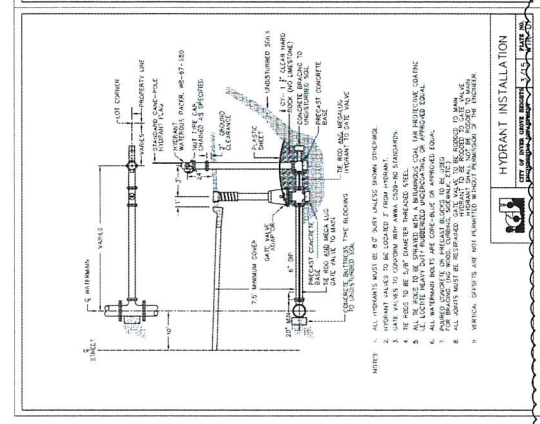
Under-drain Valve & Valve Box
NOT TO SCALE
Revision Date 11/15/2018



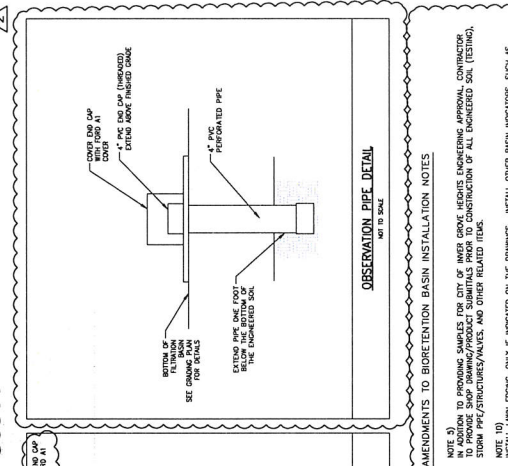
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Revision Date 11/15/2018



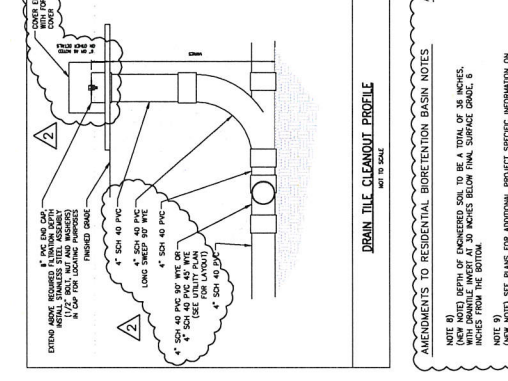
Valve Box Installation
NOT TO SCALE
Revision Date 11/15/2018



Hydrant Installation
NOT TO SCALE
Revision Date 11/15/2018



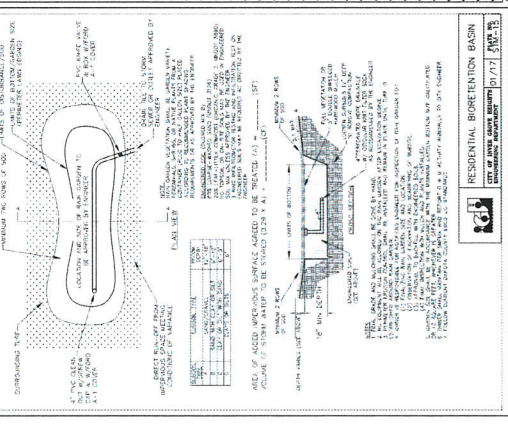
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NOT TO SCALE



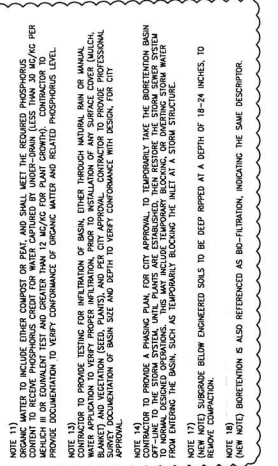
Drain Tile Cleanout Profile
NOT TO SCALE



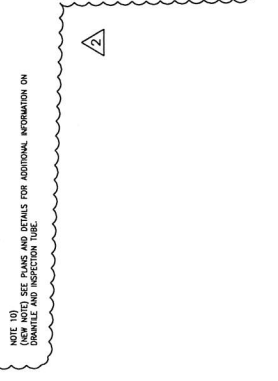
Boreation Installation Notes
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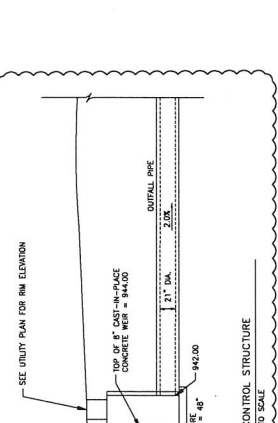
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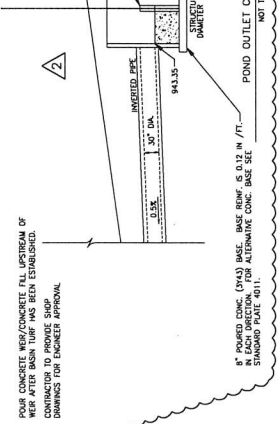
Amendments to Boreation Basin Installation Notes
NOT TO SCALE



Amendments to Residential Boreation Basin Notes
NOT TO SCALE



Boreation Basin Installation Notes
NOT TO SCALE



Residential Boreation Basin
NOT TO SCALE

NOTES: POUR CONCRETE AND CONCRETE FULL UPSTREAM OF WEIR AFTER BASIN TIE HAS BEEN ESTABLISHED. DRAWINGS FOR ENGINEER APPROVAL.

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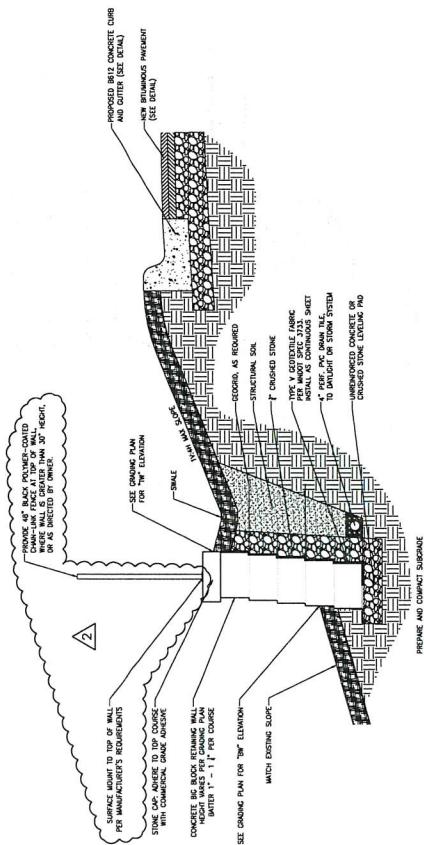
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NO.	RELATIONS	RELATIONSHIP	DATE
1	WIFE		
2	DAUGHTER		
3	SON		
4	GRANDFATHER		
5	GRANDMOTHER		
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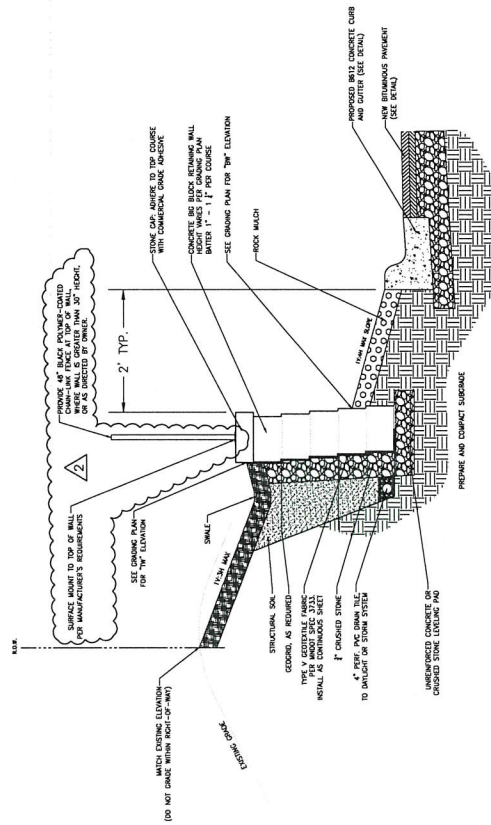
CIVIL DETAILS

DATE	8-28-2018
SCALE	SEE GRAPHICAL SCALE
CHN	BPR JDP CHC MCA
ROLL NO.	6006001 (SRF 15970.00)



IF THIS SERVICE

NOTE: WALLS GREATER THAN 4 FEET HIGH TO BE DESIGNED AND STAMPED BY A LICENSED STRUCTURAL ENGINEER - SUBMIT DRAWINGS FOR OWNER APPROVAL.



REMAINING WALL J2

NOTE: WALLS GREATER THAN 4 FEET HIGH TO BE DESIGNED AND STAMPED BY STRUCTURAL ENGINEER - SUBMIT DRAWINGS FOR OWNER APPROVAL

BIG BLOCK RETAINING WALL WITH REINFORCEMENT

NOT TO SCALE

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Proposal with US Aquatics for Consulting Services for the Replacement of the Pool Filtration and Chemical Feed Systems

Meeting Date: September 23, 2019
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Todd Fredrickson

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve a proposal in the amount of \$27,300 submitted by US Aquatics to assist the city in developing the plans and specifications for the replacement of the pool filtration and chemical feed systems at the VMCC/Grove. Funding for the consulting project comes from the VMCC/Grove budget. Funding for the actual construction project will be proposed in the 2020-2024 CIP.

SUMMARY

The City had US Aquatics perform an assessment of the VMCC/Grove's pool filtration and chemical feed systems in 2018 after we began having problems finding replacement parts for some of the equipment. The assessment pointed out that while our equipment is operating within state guidelines, the age of the equipment is beginning to be problematic to replace parts and is less efficient to maintain and operate as compared to newer equipment.

Staff is proposing to replace the pool filtration and chemical feed systems at the same time the HVAC equipment is being replaced to limit the disruption these projects will have on our customers. During both the HVAC and filtration project, the pool(s) will need to be shut down for an extended period.

It is anticipated that the filtration/chemical feed project will reduce our usage of electricity, water, and chemicals saving operational investments the city makes in providing our aquatics program. The estimated annual savings is approximately \$23,000 per year.

The overall project costs are as follows:

US Aquatics	\$7,200	Condition Assessment
US Aquatics	\$27,300	Plans and Specifications
TBD	\$472,700	Anticipated Construction Estimate
Total	\$507,200	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

JAEGER CONSTRUCTION – CASE NO. 19-36CA

Meeting Date: September 23, 2019
 Item Type: Consent Agenda
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve a Resolution relating to a Conditional Use Permit Amendment to add two additions onto the existing Inver Grove Ford auto sales building. Property located at 4725 South Robert Trail.

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

SUMMARY

The applicant is requesting a conditional use permit amendment to add a 1,008 square foot carwash addition on the north side of the Ford dealership building and a 1,194 square foot oil change addition on the south side of the building. No additional impervious surface would be added on the property. There will be a loss of five parking stalls with the proposed addition, but the number of parking spaces still exceeds the minimum required by code.

Automobile and off highway vehicle sales are considered a conditional use in the B-3 district. The proposed improvements are consistent with the Comprehensive Plan and meet the conditional use criteria. Access to the property would not be changing. All building and parking lot setbacks would be met. The exterior of the building would match the existing structure, complying with code requirements.

The applicant has been working with the City Engineering Department on stormwater requirements. The applicant shall continue to work with the City to secure final approval of construction drawings.

RECOMMENDATION

Planning Staff: Based on the information provided staff recommends approval of the conditional use permit amendment as presented with the conditions listed in the attached resolution.

Planning Commission: At the September 3, 2019 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolution (7-0).

Attachments: Conditional Use Permit Resolution
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT
TO ADD TWO ADDITIONS TO THE EXISTING AUTO SALES BUILDING**

Jaeger Construction (Ford)
Case No. 19-36CA

WHEREAS, the request is for the property located at 4725 S. Robert Trail and legally described as:

See Attached

WHEREAS, an application for a conditional use permit amendment has been submitted to allow a 1,008 square foot carwash addition to the north side of the building and a 1,194 square foot oil change addition onto the south side of the existing auto sales building;

WHEREAS, the aforescribed property is zoned B-3, General Business;

WHEREAS, an automobile and off highway vehicle sales lot is a conditional use in the B-3 District;

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit amendment to add two additions to the existing building is hereby approved subject to the following conditions:

1. The site 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.

Site Plan	dated 08/22/19
Building Elevations	dated 07/15/19
2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. All signage requires a separate sign permit and shall conform to the sign requirements of the B-3 zoning district.
4. All display pennants, flags, searchlights, balloons, and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices shall require a sign permit.
5. No employee, customer, or sales parking shall be allowed on 50th Street East.
6. Customer and employee parking shall be clearly signed and no display vehicles shall be allowed in this area.
7. All final development plans shall be subject to the review and approval of the City Fire Marshal.
8. Any new rooftop or ground mounted equipment shall be substantially screened from view as seen from a reasonable viewing perspective.
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.
10. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.
11. The developer shall meet the conditions outlined in the City Engineers review memo and any subsequent correspondence.
12. Resolution No. 2000-019 shall become null and void and shall be replaced by the terms of this conditional use permit.

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

Adopted by the City Council of Inver Grove Heights this 23rd day of September, 2019.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Joe Lynch, Deputy Clerk

EXHIBIT A

Lot 9, except the North 277 feet and that part of Lot 8, beginning at the Southeast corner thereof; thence North along the East line of said Lot 8, a distance of 378.0 feet; thence West 78.30 feet; thence South and parallel with the East line of said Lot 8, a distance of 378.06 feet to the South line of said Lot 8; thence East along the South line of said Lot 8, a distance of 78.3 feet to the point of beginning, all in Glenn Clarke Homestead.

Also that part of Lot 16, Auditor's Subdivision No. 41, beginning at the Northeast corner of said Lot 16; thence West along the North line of said Lot 16, a distance of 572.7 feet; thence South 95.45 feet to the Northerly Right-of-Way line of S.T.H. No. 110; thence Southeasterly along said Right-of-Way line 218.73 feet; thence Northerly along said Right-of-Way line 411.4 feet to the point of beginning.

EXCEPTING THEREFROM that part thereof taken for additional highway right-of-way for Trunk Highway No. 110 and Trunk Highway No. 52 as per Minnesota Department of Transportation Right-of-Way Plats Nos. 19-64 & 19-75, according to the recorded plats thereof, Dakota County, Minnesota.

AND ALSO EXCEPT that part thereof described as follows:

That part of the South 60.00 feet of the North 337.00 feet (as measured at a right angle) of Lot 9, Glenn Clarke Homestead, according to the recorded plat thereof, Dakota County, Minnesota, lying Westerly of the Westerly right-of-way line of Trunk Highway No. 52 and Trunk Highway No. 110 as per Minnesota Department of Transportation Right-of-Way Plats Nos. 19-64 & 19-75, according to the recorded plats thereof, Dakota County, Minnesota, and lying Easterly of the following described line:

Commencing at the point of intersection of the South line of said South 60.00 feet of the North 337.00 feet with said Westerly right-of-way line; thence Westerly along said South line, a distance of 195.00 feet to the point of beginning of the line to be described; thence Northerly at a right angle, a distance of 60.00 feet to the North line of said South 60.00 feet of the North 337.00 feet, and said line there terminating.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: September 3, 2019

SUBJECT: **JAEGER CONSTRUCTION – CASE NO. 19-36CA**

Reading of Notice

Commissioner Scales read the public hearing notice to consider the request for a conditional use permit amendment to allow for an addition to the oil change bays and car wash, for the property located at 4725 Robert Trail South. 5 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting a conditional use permit amendment to add a 1,008 square foot carwash addition on the north side of the Ford dealership building and a 1,194 square foot oil change addition on the south side of the building. No additional impervious surface would be added on the property. There will be a loss of five parking stalls with the proposed addition, but the number of parking spaces still exceeds the minimum required by code. Staff recommends approval of the request with the 12 conditions listed in the report. Staff did not hear from any neighbors.

Commissioner Weber asked if they would be restricting the horizontal parking currently in the customer pickup area.

Ms. Botten replied that she assumed the Fire Marshal would require that area to be striped for a fire lane and prohibit parking in that area.

Opening of Public Hearing

Barry Jaeger, 8308 Alverno Avenue, advised he was available to answer any questions.

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

Mr. Jaeger replied in the affirmative.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Scales, to approve the request for a conditional use permit amendment to allow for an addition to the oil change bays and car wash, for the property located at 4725 Robert Trail South, with the conditions listed in the report.

Motion carried (7/0). This item goes to the City Council on September 23, 2019.

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

HEARING DATE: September 3, 2019

CASE NO: 19-36CA

APPLICANT: Jaeger Construction

PROPERTY OWNER: Saxon Management Inc.

REQUEST: A conditional use permit amendment to add an addition to the existing auto sales building.

LOCATION: 4725 S. Robert Trail

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner

HB

BACKGROUND

The applicant is requesting a conditional use permit amendment to add a 1,008 square foot carwash addition on the north side of the building and a 1,194 square foot oil change addition on the south side of the building. No additional impervious surface would be added on the property, the additions would be constructed over existing hard surface.

The specific request consists of the following:

- A.) A Conditional Use Permit Amendment to add two small additions onto the existing auto sales building.

EVALUATION OF THE REQUEST

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

North	Car dealership; zoned B-3; guided RC, Regional Commercial
West	Kremer Services; zoned I-1, Limited Industry; guided RC, Regional Commercial
East	Highway/right-of-way
South	Highway/right-of-way

SITE PLAN REVIEW

Setbacks. The proposed addition is located 32 feet from the closest property line, exceeding setback requirements.

Parking Lot. There will be a loss of five parking stalls with the proposed addition; the number of parking spaces still exceed the minimum required by code.

Access. Access to the site is not changing; there are two access points off 50th Street along the south side of the property.

Landscaping. Landscaping was approved with the previous conditional use permit; additional landscaping is not required with the proposed improvements. If there would be any removal of existing landscaping, it would require replacement or relocation of said plantings.

Lighting. There are no changes proposed to the existing site lighting. 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.

Rooftop Equipment. If there is any new rooftop equipment added or any changes made to existing roof top equipment, all equipment must be substantially screened from the street. Any large-scale ground mechanical equipment must also be screened with adequate landscape material.

Exterior Building Materials. The exterior of the proposed additions would match the existing building, complying with code requirements.

Signage. All signage must comply with the signage allotment for the “B-3” zoning district. There are no new signs proposed with this request.

Fire Marshal Review. All plans shall be subject to the review and approval of the City Fire Marshal for fire lane designation and the signage or marking of the fire lanes at time of building

Engineering. Engineering has reviewed the plans and has been working with the applicant on stormwater requirements. Engineering has made recommendations on conditions; these conditions are included in the list of conditions at the end of this report. The applicant shall continue to work with the City to secure final approval of the construction drawings.

GENERAL CONDITIONAL USE PERMIT REVIEW

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The use is consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Regional Commercial and automobile sales is consistent with the uses envisioned in this district.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

The property is zoned commercial. The land use of auto sales is consistent with the intent of the B-3, general business zoning district.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The proposed addition would not have a detrimental effect on public improvements in the vicinity of the property.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

The proposed improvements do not appear to have any negative effects on City facilities or services. Engineering, Fire, and Inspections would review and approve plans for code compliance prior to any improvements being done on the property.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

- i. Aesthetics/exterior appearance*

The proposed building addition would be constructed with similar materials as the existing building.

- ii. Noise*

The proposed addition would not generate noises that are inconsistent with B-3 zoning

- iii. Fencing, landscaping and buffering*

No changes are being proposed to the landscaping on the site.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

Access to the site is not changing. The proposed additions are for uses accessory to the existing car sales and would not generate additional traffic to the area. Setbacks exceed code requirements and the overall parking configuration is not changing.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

The proposed addition would not generate any additional surface water or groundwater runoff as no additional impervious surface is being added to the property.

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:
- Approval of a **Conditional Use Permit Amendment** for automobile and off highway vehicles sales to allow two additions to the existing building subject to the following conditions:
 1. The site 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.

Site Plan	dated 08/22/19
Building Elevations	dated 07/15/19
 2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
 3. All signage requires a separate sign permit and shall conform to the sign requirements of the B-3 zoning district.
 4. All display pennants, flags, searchlights, balloons, and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices shall require a sign permit.
 5. No employee, customer, or sales parking shall be allowed on 50th Street East.
 6. Customer and employee parking shall be clearly signed and no display vehicles shall be allowed in this area.

7. All final development plans shall be subject to the review and approval of the City Fire Marshal.
8. Any new rooftop or ground mounted equipment shall be substantially screened from view as seen from a reasonable viewing perspective.
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.
10. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.
11. The developer shall meet the conditions outlined in the City Engineers review memo and any subsequent correspondence.
12. Resolution No. 2000-019 shall become null and void and shall be replaced by the terms of this conditional use permit.

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.

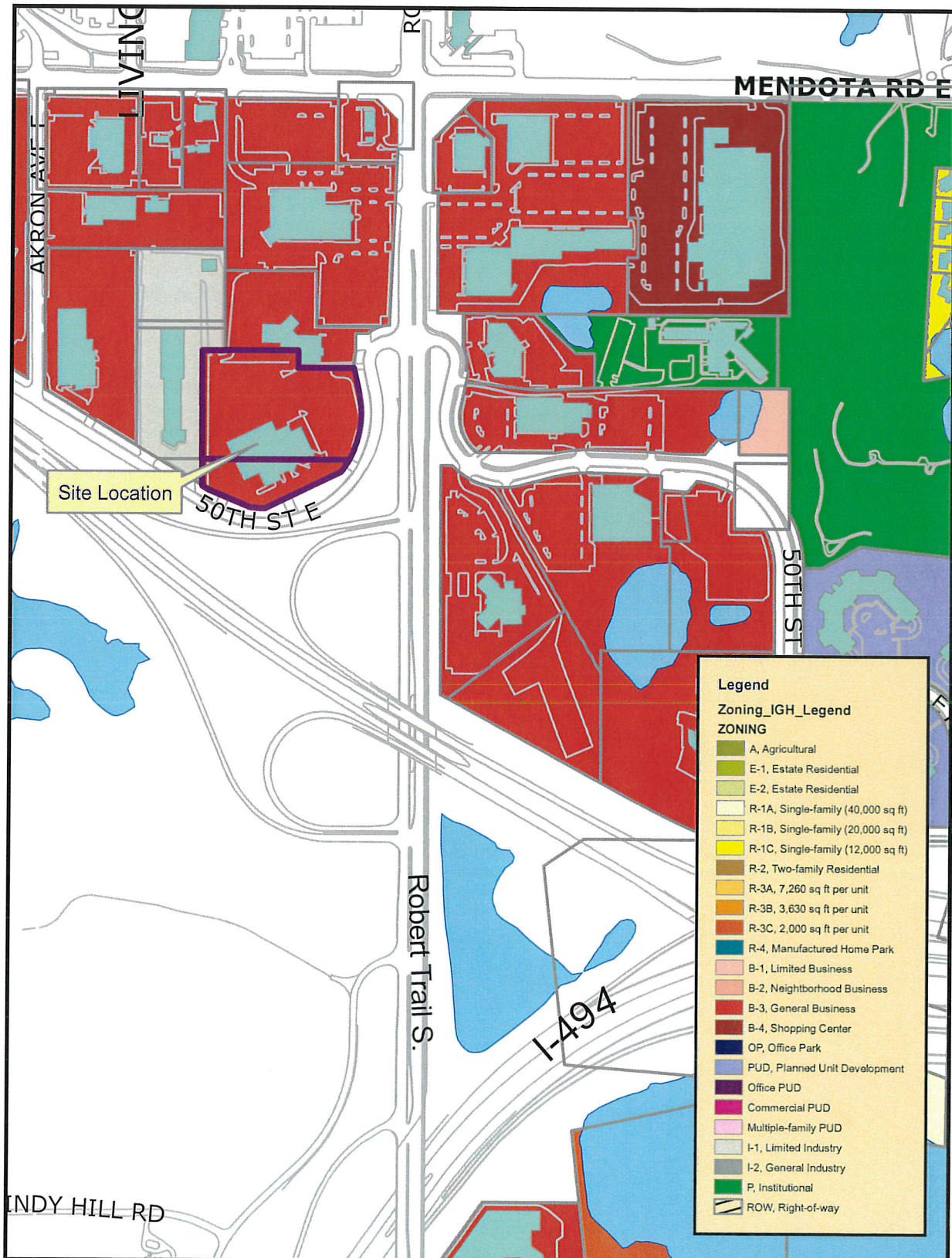
RECOMMENDATION

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

Attachments: A. Zoning/Location Map
B. Narrative
C. Site plan
D. Zoomed in site plan
E. Elevations



4725 S. Robert Trail Case No. 19- 36CA



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

Map not to scale

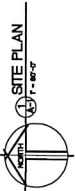
Inver Grove Ford Car wash and Oil Change Addition Conditional Use Permit Application

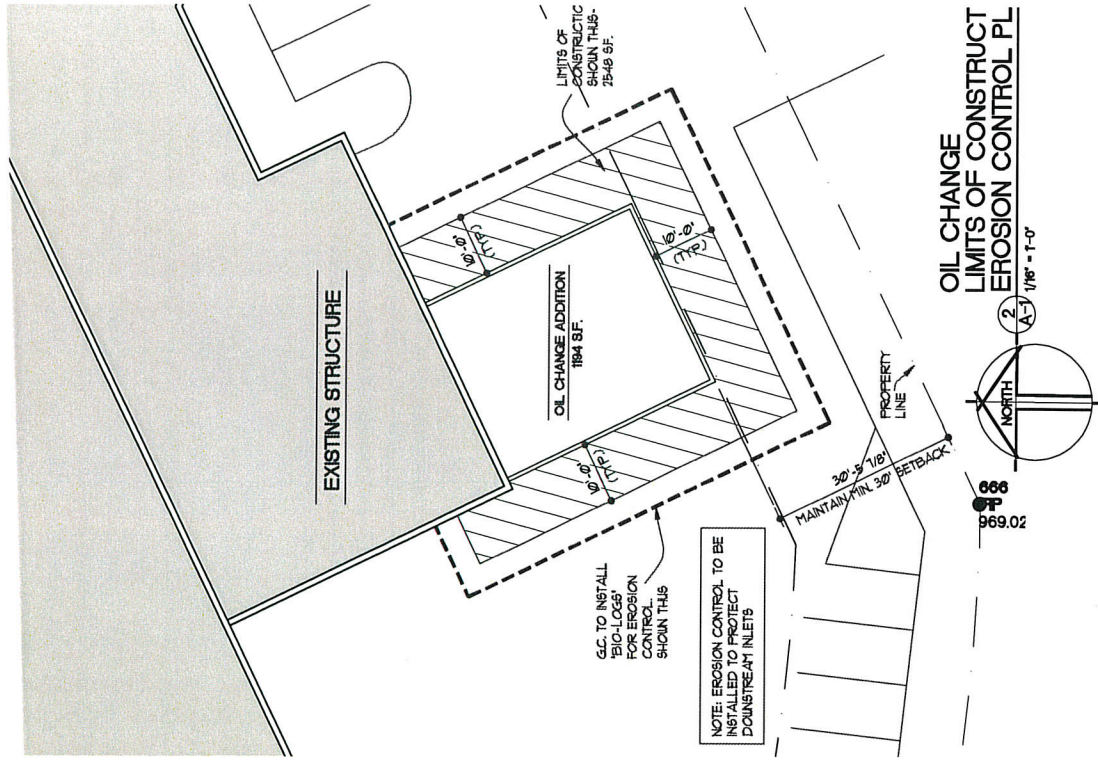
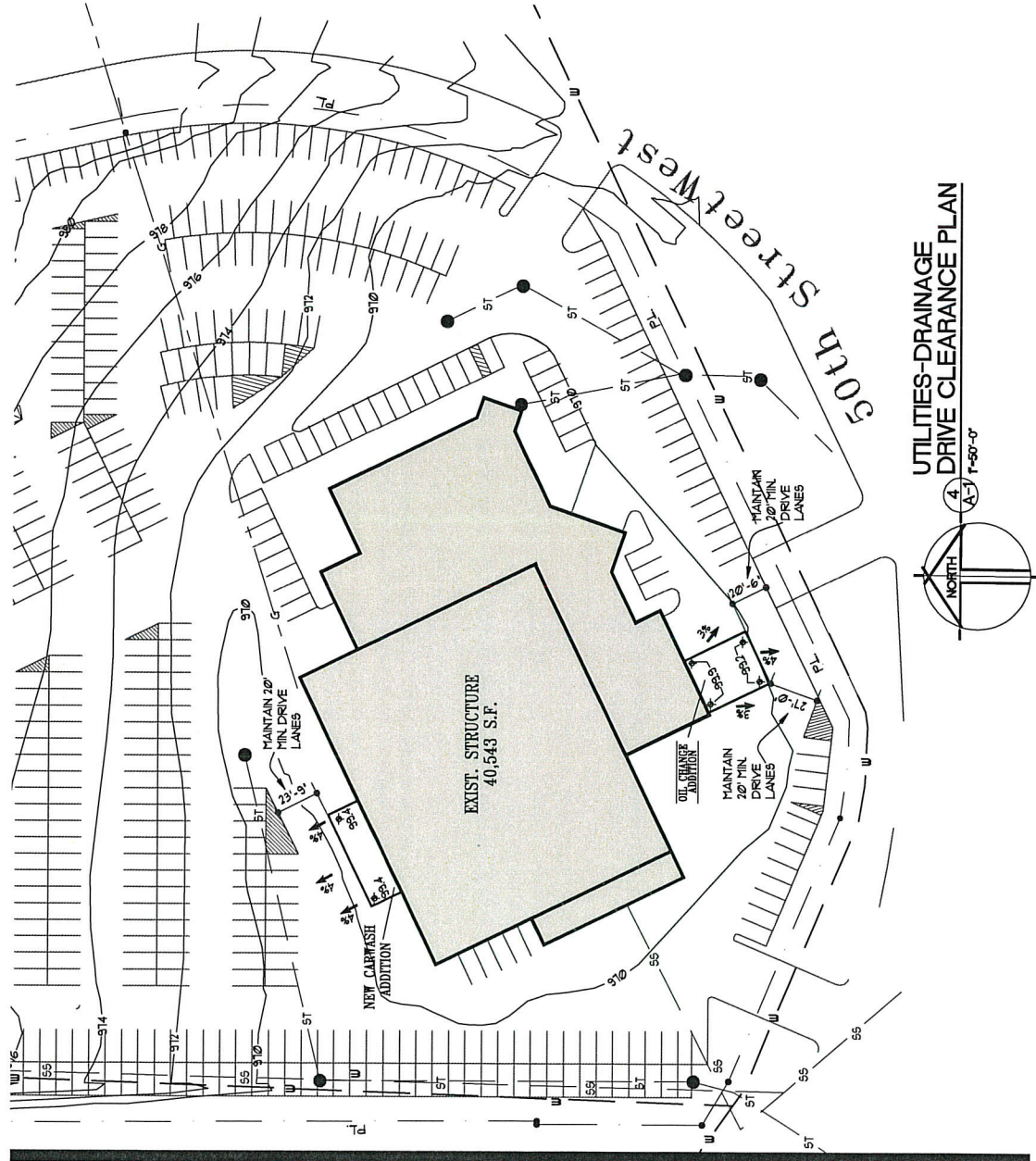
We are submitting to revise a conditional use permit for the Inver Grove Ford car dealership at 4725 S Robert Trail. We are proposing two additions to the Inver Grove Ford car dealership. The first is car wash addition on the north side and the second is an addition to the oil change bays on the south side. Each of the additions are being added in an area that is currently paved. The grades and drainage will remain the same around the addition. Vehicle circulation and curb cuts will remain the same. We are not disturbing any landscaped areas. There will be a loss of 5 parking stalls with the additions. The disturbed area is less than 4000SF.

B

A1 of 5

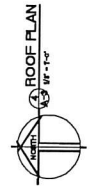
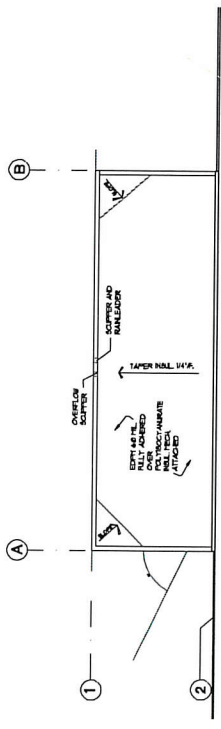
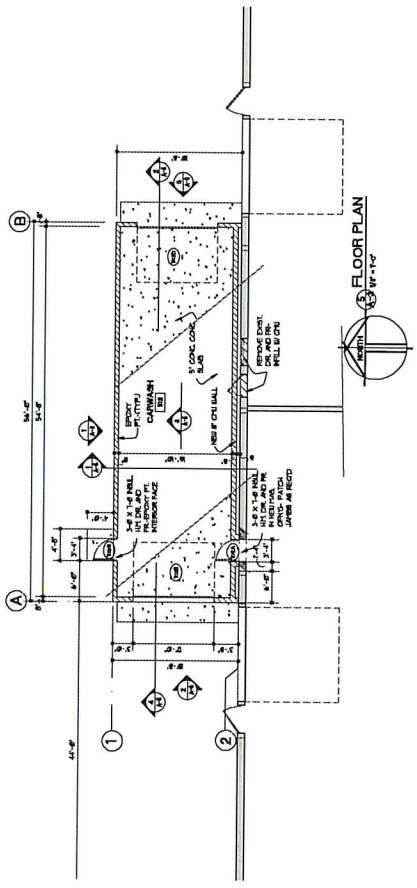
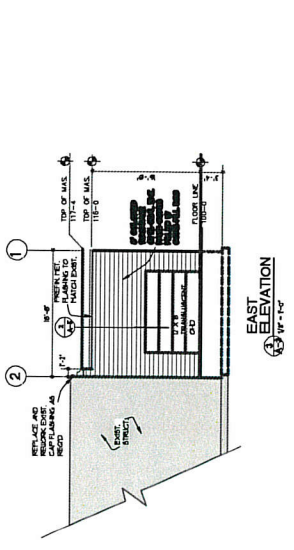
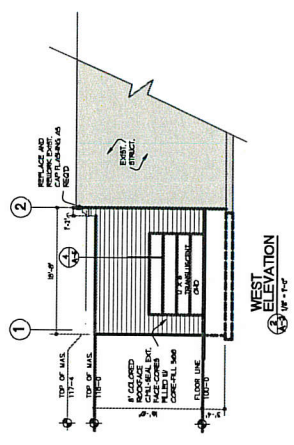
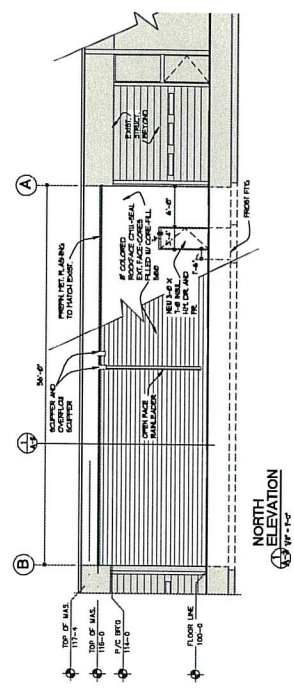
INDEX TO DRAWINGS





Zoomed in site plan

Carwash - north side
E

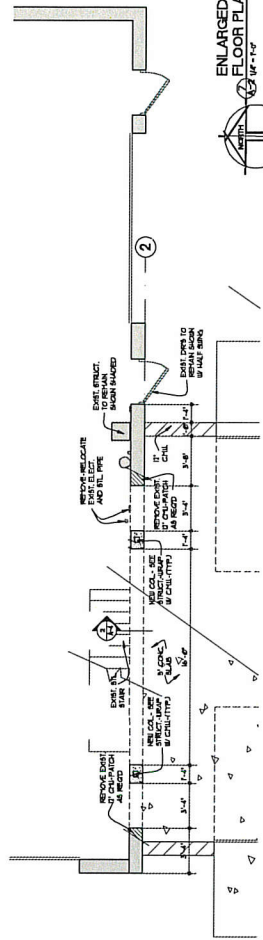
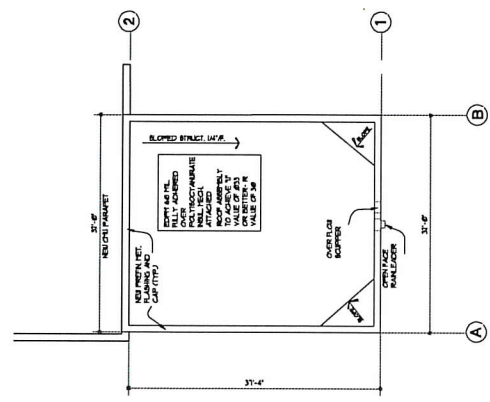
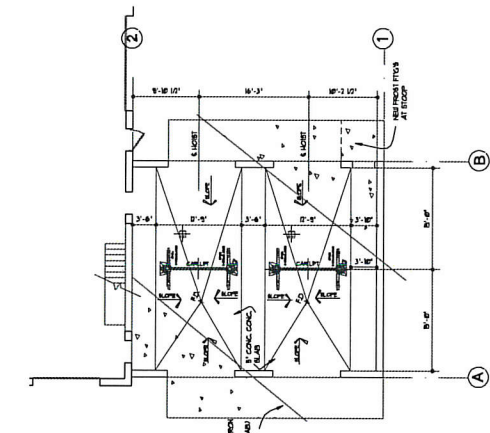
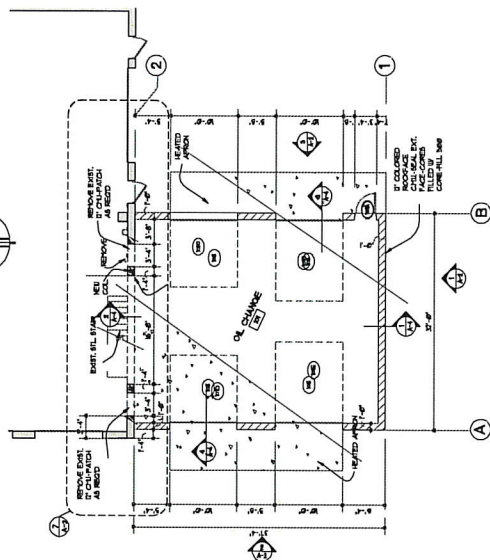
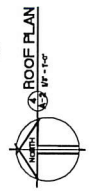
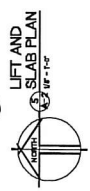
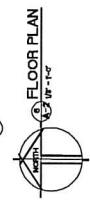
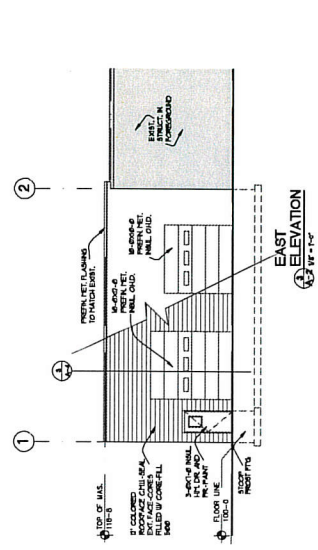
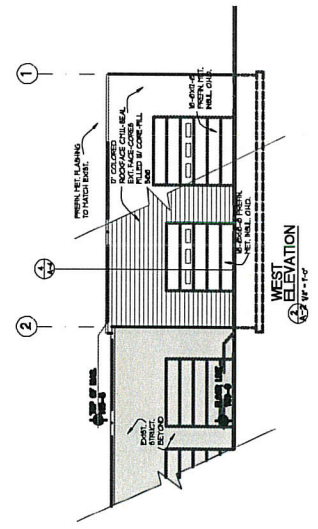
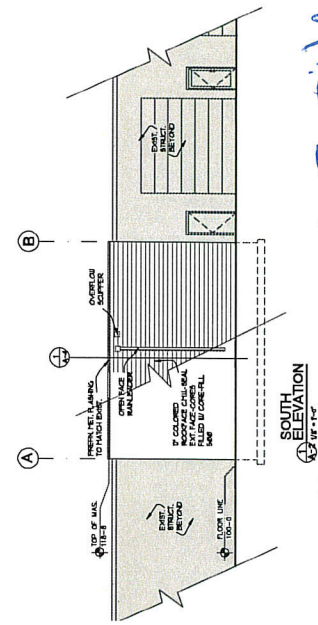


Oil change - south side

RIP ARCHITECTS INC.
 Phone: (951) 831-3727
 Fax: (951) 831-3727
 Email: rip@riparchitects.com
 1000 S. Orange Ave., Suite 100
 Orange, CA 92668

**OIL CHANGE AND CARWASH ADDITION TO:
 NEW
 INVER GROVE HEIGHTS, MN**

Oil Change
Car Wash
Enlarged Floor Plan
Roof Plan
Lift and Slab Plan



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

WILLIAM KRECH – CASE NO. 19-35SPD

Meeting Date: September 23, 2019
 Item Type: Consent Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve a Resolution relating the final plat, final PUD development plan, Development Contract and related agreements for the plat of Amberwood located at 2001 120th Street;

- All Require 3/5th's vote.
- 60-day deadline: October 1, 2019 (first 60 days)

SUMMARY

The applicant is proposing the final PUD development plans for Amberwood, a 20 lot single family development located at the end of Azure Lane. The City Council approved the preliminary plat and PUD on July 8, 2019.

ANALYSIS

The plat and development plans are consistent with the preliminary plans. Engineering has approved the final grading and drainage plans consistent with the preliminary plans. Earth work and tree grubbing has or will begin shortly. The developer expects to begin construction of model homes this fall. The final plan set satisfies the 11 conditions of preliminary approval.

The final grading plan saved a few existing trees. The amount of required replacement went from 599 caliper inches to 419 caliper inches.

RECOMMENDATION

Planning Staff: Recommends approval of the Final plans with the two conditions listed in the attached resolution.

Planning Commission: Reviewed the Final PUD plans on September 3, 2019 and recommended approval (7-0).

Attachments: Resolution approving the Final Plat, Final PUD Development Plans including Development Contract and Related Agreements (9 total documents) for the plat of Amberwood.
 Final Plat and Plan Set.
 Planning Commission Recommendation.
 Planning Report.

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE FINAL PLAT, FINAL PUD DEVELOPMENT PLAN,
DEVELOPMENT CONTRACT, STORM WATER FACILITIES MAINTENANCE
AGREEMENT AND RELATED AGREEMENTS FOR THE PLAT OF AMBERWOOD**

**CASE NO. 19-35SPD
(William Krech)**

**WHEREAS, a Final Plat and Final PUD Development Plan application has been submitted
to the City for property legally described as;**

**The Northwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 31,
Township 27N, Range 22W.**

**WHEREAS, a public hearing concerning the Preliminary Plat was held before the Inver
Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357,
Subdivision 3 on April 19, 2019;**

**WHEREAS, the final plat application satisfies the pertinent conditions of preliminary plat
approval and conforms to all applicable zoning and subdivision regulations (City Code Sections
10-13A and 11-1) 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, the Final Plat and Final PUD Development Plan of Amberwood, Development
Contract, Storm Water Facilities Maintenance Agreement, and related agreements are hereby
approved subject to the following conditions:**

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

Final Plat	No Date
Sanitary and Watermain Plan (2 sheets)	dated 8/28/19
Storm Sewer Plans (3 sheets)	dated 8/28/19
Drain Tile Plan	dated 8/28/19
Street Construction Plan (3 sheets)	dated 8/28/19
Sign and Lighting Plan	dated 8/28/19
Tree Preservation Plan	dated 8/21/19
Landscape Plan	dated 8/21/19

2. The final plat and final PUD approval is subject to execution of a development contract for the plat and subject to execution of the agreements referenced in the development contract. Said contact must be executed prior to release of the final plat for recording.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and Deputy Clerk are hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 23rd day of September, 2019.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Joseph Lynch, Interim Deputy Clerk

DEVELOPMENT CONTRACT
FOR PLAT OF
AMBERWOOD

INDEX TO CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT

RECITALS

ARTICLE 1 - DEFINITIONS

- 1.1 Terms
- 1.2 City
- 1.3 Developer
- 1.4 Owner
- 1.5 Plat
- 1.6 Development Plans
- 1.7 Development Contract
- 1.8 Council
- 1.9 PWD
- 1.10 Director of PWD
- 1.11 County
- 1.12 Other Regulatory Agencies
- 1.13 Utility Companies
- 1.14 Prior Easement Holders
- 1.15 Developer Improvements
- 1.16 City Improvements
- 1.17 Developer Public Improvements
- 1.18 Developer Default
- 1.19 Force Majeure

1.20 Developer Warranties

- A. Authority
- B. No Default
- C. Present Compliance With Laws
- D. Continuing Compliance With Laws
- E. No Litigation
- F. Full Disclosure
- G. Plat Compliance
- H. Warranty On Proper Work And Materials
- I. Obtaining Permits

1.21 Owner Warranties

- A. Authority
- B. No Default
- C. Present Compliance With Laws
- D. Continuing Compliance With Laws
- E. No Litigation
- F. Full Disclosure
- G. Plat Compliance
- H. Fee Title

1.22 City Warranties

- A. Organization
- B. Authority

- 1.23 Formal Notice

ARTICLE 2 - PLAT APPROVAL

- 2.1 Plat Approval
- 2.2 Plat Density
- 2.3 Recording of Plat

ARTICLE 3 - CITY IMPROVEMENTS

- 3.1 City Improvements

ARTICLE 4 - DEVELOPER IMPROVEMENTS

- 4.1 Developer Improvements
- 4.2 Ground Material
- 4.3 Grading - Drainage Plan And Easements
- 4.4 Street Signs
- 4.5 Boulevard And Area Restoration
- 4.6 Erosion Control

ARTICLE 5 - PARK CONTRIBUTION REQUIREMENTS

- 5.1 Park Contribution

ARTICLE 6 - OTHER PERMITS

- 6.1 Permits

ARTICLE 7 - OTHER DEVELOPMENT REQUIREMENTS

- 7.1 Miscellaneous Requirements

ARTICLE 8 - DEVELOPER PUBLIC IMPROVEMENTS

- 8.1 Approval of Contractors and Engineer
- 8.2 Construction
- 8.3 Inspection
- 8.4 Faithful Performance of Construction Contracts
- 8.5 City Acceptance
- 8.6 Engineering Submittals Required

ARTICLE 9 - RESPONSIBILITY FOR COSTS

- 9.1 Developer Improvement Costs
- 9.2 City Miscellaneous Expenses
- 9.3 Enforcement Costs
- 9.4 Time of Payment

ARTICLE 10 - DEVELOPMENT WARRANTIES

- 10.1 Statement of Developer Warranties

ARTICLE 11 - OWNER WARRANTIES

- 11.1 Statement of Owner Warranties

ARTICLE 12 - CITY WARRANTIES

- 12.1 Statement of City Warranties

ARTICLE 13 - INDEMNIFICATION OF CITY

- 13.1 Indemnification of City
- 13.2 Notice
- 13.3 Defense of Claim

ARTICLE 14 - CITY REMEDIES UPON DEVELOPER DEFAULT

- 14.1 City Remedies
- 14.2 No Additional Waiver Implied By One Waiver
- 14.3 No Remedy Exclusive
- 14.4 Emergency

ARTICLE 15 - ESCROW DEPOSIT

- 15.1 Escrow Requirement

ARTICLE 16 - MISCELLANEOUS

- 16.1 City's Duties
- 16.2 Additional Improvements
- 16.3 No Third Party Recourse
- 16.4 Validity
- 16.5 Recording
- 16.6 Binding Agreement
- 16.7 Contract Assignment
- 16.8 Amendment And Waiver
- 16.9 Governing Law
- 16.10 Counterparts
- 16.11 Headings
- 16.12 Inconsistency
- 16.13 Access

EXHIBIT A Legal Description of Plat

EXHIBIT B List of Development Plans

EXHIBIT C	Developer Improvements
EXHIBIT D	City Improvements
EXHIBIT E	Miscellaneous Requirements And Conditions Imposed By The City
EXHIBIT F	Escrow Calculation

CITY OF INVER GROVE HEIGHTS

**DEVELOPMENT CONTRACT
FOR PLAT OF AMBERWOOD**

THIS DEVELOPMENT CONTRACT is made and entered into on the 23rd day of September, 2019, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the OWNER and DEVELOPER identified herein.

RECITALS:

WHEREAS, the DEVELOPER has applied to the CITY for approval of the PLAT;

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

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of streets, public utilities (sewer and water), storm sewer pipes, and other stormwater facilities; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL has agreed to approve the PLAT and DEVELOPMENT PLANS on the following conditions:

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 **DEVELOPER.** "DEVELOPER" means Amberwood L.L.C., a Minnesota limited liability company, and its successors and assigns.

1.4 **OWNER.** "OWNER" means Amberwood L.L.C., a Minnesota limited liability company, and its successors and assigns.

1.5 **PLAT.** "PLAT" means the plat of Amberwood, comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

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

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

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

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

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

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

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

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

- c.) Dakota County Highway Department
- d.) Water Management Organization
- e.) Metropolitan Council
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS
- g.) City of Eagan

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

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

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

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

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

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

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

- a.) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT CONTRACT;

- b.) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS.
- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) breach of the DEVELOPER WARRANTIES.

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

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

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

- E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.
- H. **WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.

The warranty period for street, water main, sanitary sewer, drainage and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the street, drainage and erosion control improvements shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements.

- I. **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.

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

federal laws and regulations, including but not limited to, environmental regulations.

H. **FEE TITLE.** Amberwood L.L.C., a Minnesota limited liability company, owns fee title to the property within the PLAT.

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

A. **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.

B. **AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

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

If to CITY:	City of Inver Grove Heights Attention: Tom Kaldunski Inver Grove Heights City Hall 8150 Barbara Avenue Inver Grove Heights, MN 55077
If to OWNER/ DEVELOPER	Amberwood L.L.C. 9074 Alger Court 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.

ARTICLE 2

PLAT APPROVAL

2.1. **PLAT APPROVAL.** Subject to the terms and conditions of this DEVELOPMENT CONTRACT, the CITY hereby approves the recording of the PLAT. The DEVELOPMENT PLANS are hereby approved by the CITY.

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

2.3 RECORDING OF PLAT. The DEVELOPER shall record the PLAT and this DEVELOPMENT CONTRACT with the COUNTY Recorder within thirty (30) days of release of the PLAT to the DEVELOPER for recording. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the PLAT and this DEVELOPMENT CONTRACT have been recorded with the COUNTY Recorder.

ARTICLE 3
CITY IMPROVEMENTS

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

ARTICLE 4
DEVELOPER IMPROVEMENTS

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

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

4.2 GROUND MATERIAL. The DEVELOPER shall insure that adequate and suitable ground material shall exist in the areas of DEVELOPER PUBLIC IMPROVEMENTS and shall guarantee the removal, replacement or repair of substandard or unstable material in accordance with the DEVELOPMENT PLANS. The cost of said removal, replacement or repair is the responsibility of the DEVELOPER.

4.3 GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities adequate to serve the PLAT in accordance with the DEVELOPMENT PLANS. The OWNER and DEVELOPER agree that the PLAT and DEVELOPMENT PLANS depicted all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the CITY shall be on the PLAT or in writing, in recordable form, and on the standard easement form of the CITY, and on such other terms and conditions as the CITY shall determine; such easements shall be delivered to the CITY contemporaneously with execution of this DEVELOPMENT CONTRACT. The grading of the site

shall be completed in conformance with the DEVELOPMENT PLANS. In the event that the DEVELOPER fails to complete the grading of the site in conformance with the DEVELOPMENT PLANS by the date stipulated in Exhibit C, the CITY may declare the DEVELOPER in default pursuant to Article 14.

4.4 STREET SIGNS. The DEVELOPER shall be financially responsible for the installation of street identification signs and non-mechanical and non-electrical traffic control signs. Street signs will be in conformance with the names as indicated on the PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel.

4.5 BOULEVARD AND AREA RESTORATION. The DEVELOPER shall seed or lay cultured sod in all boulevards to the extent depicted in the DEVELOPMENT PLANS within 30 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan, over the entire PLAT. Upon request of the PWD, the DEVELOPER shall remove the silt fences after grading and construction have occurred.

4.6 EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan has been detailed on the DEVELOPMENT PLANS. The DEVELOPER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS or become necessary subsequent thereto. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded and improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall re-seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. The CITY reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after FORMAL NOTICE by the CITY as stated in Article 14. The DEVELOPER shall be financially responsible for payment for this extra work.

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

5.1 PARK CONTRIBUTION. The DEVELOPER shall comply with the park contribution requirements as stated in Exhibit E.

ARTICLE 6 **OTHER PERMITS**

6.1 PERMITS. The DEVELOPER shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES,

and the PRIOR EASEMENT HOLDERS. Major design requirements of any such entities shall be determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the DEVELOPER. The DEVELOPER shall defend and hold the CITY harmless from any action initiated by the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES and the PRIOR EASEMENT HOLDERS resulting from such failures of the DEVELOPER.

ARTICLE 7

OTHER DEVELOPMENT REQUIREMENTS

7.1 MISCELLANEOUS REQUIREMENTS. Any additional requirements to approval of the PLAT and DEVELOPMENT PLANS as specified by the COUNCIL are incorporated herein, as set forth in Exhibit E.

ARTICLE 8

DEVELOPER PUBLIC IMPROVEMENTS

8.1 APPROVAL OF CONTRACTORS AND ENGINEER. Any contractor or engineer preparing plans and specifications selected by the DEVELOPER to design, construct or install any DEVELOPER PUBLIC IMPROVEMENTS must be approved in writing by the DIRECTOR OF PWD.

8.2 CONSTRUCTION. The construction, installation, materials and equipment related to DEVELOPER PUBLIC IMPROVEMENTS shall be in accord with the DEVELOPMENT PLANS. The DEVELOPER shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The DEVELOPER shall notify the CITY in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any DEVELOPER PUBLIC IMPROVEMENTS.

8.3 INSPECTION. The PWD or its designated representative shall periodically inspect the DEVELOPER PUBLIC IMPROVEMENTS installed by the DEVELOPER, its contractors, subcontractors or agents. The DEVELOPER shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the CITY an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than two (2) working days, to inspect the improvements. Failure to notify the CITY to allow it to inspect said work shall result in the CITY's right pursuant to Article 15 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The

DEVELOPER shall fully and faithfully comply with all terms of any and all contracts entered into by the DEVELOPER for the installation and construction of all of the DEVELOPER PUBLIC IMPROVEMENTS; and the DEVELOPER shall obtain lien waivers. Within thirty (30) days after FORMAL NOTICE, or if not reasonably curable within thirty (30) days, then within such additionally reasonable time to effect the cure, the DEVELOPER shall repair or replace, as directed by the CITY and at the DEVELOPER's sole cost and expense, any work or materials relating to DEVELOPER PUBLIC IMPROVEMENTS that within the warranty periods of Sections 1.20(H) become defective or damaged in the reasonable opinion of the CITY.

8.5 CITY ACCEPTANCE. The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in Sections 1.20 and 10.1 and except as provided in the following documents:

- Street Light Agreement for Plat of Amberwood
- Stormwater Maintenance Agreement for Plat of Amberwood
- Restrictive Use Easement Agreement for Lot 1, Block 1, Amberwood
- Restrictive Use Easement Agreement for Lot 8, Block 1, Amberwood
- Restrictive Use Easement Agreement for Lots 5 and 6, Block 2, Amberwood

If the DEVELOPER PUBLIC IMPROVEMENTS do not conform, FORMAL NOTICE shall be given to the DEVELOPER of the need for repair or replacement or, in its discretion, the CITY may proceed under Article 14.

8.6 ENGINEERING SUBMITTALS REQUIRED. One (1) copy (in AUTOCAD format) of the detailed record plan "as built" drawings of the DEVELOPER PUBLIC IMPROVEMENTS shall be provided by the DEVELOPER in accord with CITY standards no later than 90 days after completion and acceptance of the DEVELOPER PUBLIC IMPROVEMENTS by the CITY, unless otherwise approved in writing by the PWD. In addition, final quantity tabulations shall be required, which must include the following items:

1. Two ties to all curb boxes and main-line gate valves.
2. All hydrant gate valves tied back to the hydrant.
3. All ties shall be 100 feet or less.

4. Top nut elevation of all hydrants.
5. Rim and Invert elevations on all Manholes and Catch basins.
6. Apron invert elevations on all Flared End Structures and storm sewer stubs.
7. Invert elevations on all sanitary and water service stubs.
8. Two ties to all sewer and water service locations.
9. Main line stationing for all sanitary sewer wyes and water main corporations.
10. Copy of final plat shall be submitted in an electronic format (see item 12).
11. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom and on the side slopes to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be signed by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).
12. Final as-built information shall be submitted in an electronic format compatible with the CITY'S Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF or .PDF files on compact disk. Note: All corrected links, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

ARTICLE 9

RESPONSIBILITY FOR COSTS

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

9.2 CITY MISCELLANEOUS EXPENSES. The DEVELOPER shall reimburse the CITY for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the CITY in connection with this DEVELOPMENT CONTRACT, and PLAT approval and acceptance and authorization of improvements. Such expenses shall be itemized on reasonably

detailed invoices describing services, rates, time, person performing the services and the date of such expenses. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

9.3 ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT CONTRACT, including reasonable engineering and reasonable attorneys' fees.

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

ARTICLE 10 **DEVELOPER WARRANTIES**

10.1 STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby makes and states the DEVELOPER WARRANTIES.

ARTICLE 11 **OWNER WARRANTIES**

11.1 STATEMENT OF OWNER WARRANTIES. The OWNER hereby makes and states the OWNER WARRANTIES.

ARTICLE 12 **CITY WARRANTIES**

12.1 STATEMENT OF CITY WARRANTIES. The CITY hereby makes and states the CITY WARRANTIES.

ARTICLE 13 **INDEMNIFICATION OF CITY**

13.1 INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim, loss or damage, DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b.) if commenced, failure of the DEVELOPER to timely construct the

DEVELOPER PUBLIC IMPROVEMENTS according to the DEVELOPMENT PLANS;

- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the DEVELOPER to pay for materials;
- f.) approval by the CITY of the PLAT;
- g.) approval by the CITY of the DEVELOPMENT PLANS;
- h.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- i.) if commenced, construction of the DEVELOPER IMPROVEMENTS;
- j.) delays in construction of the DEVELOPER PUBLIC IMPROVEMENTS;
- k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

13.2 NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 13.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim, or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

13.3 DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Sections 13.1 and 13.2 above, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the DEVELOPER will pay all costs and expenses including

reasonable attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 14

CITY REMEDIES UPON DEVELOPER DEFAULT

14.1 CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT within thirty (30) days, or such other reasonable time, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;
- b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY to the extent reasonably related to the DEVELOPER DEFAULT;
- c.) the CITY may collect on the irrevocable letter of credit or cash deposit pursuant to Article 15 hereof to the extent reasonably necessary to cure the DEVELOPER DEFAULT;
- d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the DEVELOPER DEFAULT;
- e.) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom; including, but not limited to, notice and hearing requirement and any claim that the special assessments

exceed benefit to the PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

14.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT CONTRACT is breached by the DEVELOPER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

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

14.4 EMERGENCY. Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER a thirty (30) day period to cure the DEVELOPER DEFAULT, in the event of an emergency resulting from a DEVELOPER DEFAULT presenting an immediate threat to health or safety or presenting an immediate threat that will likely result in property damage unless immediately addressed as reasonably determined by the DWP, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the thirty (30) day period to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom; including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 15 **ESCROW DEPOSIT**

15.1 ESCROW REQUIREMENT. Prior to the CITY allowing the PLAT to be recorded and prior to the DEVELOPER beginning construction of the DEVELOPER

IMPROVEMENTS and prior to obtaining any building permits, the DEVELOPER shall deposit with the City an irrevocable letter of credit or cash deposit to the City for the amount stated in **Exhibit F**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached **Exhibit F**. The bank and form of the irrevocable letter of credit or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2022. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2022, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the DEVELOPER with the terms of this Agreement. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

- a.) a DEVELOPER DEFAULT; or
- b.) upon the CITY receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2022.

The CITY shall use the letter of credit proceeds or cash deposit proceeds to reimburse the CITY for its costs and to cause the DEVELOPER IMPROVEMENTS listed on Exhibit C to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such DEVELOPER IMPROVEMENTS listed on **Exhibit C** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 15.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 15.2 from time to time as financial obligations are paid.

15.2 ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS. Periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific DEVELOPER IMPROVEMENTS, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the CITY and expiration of the warranty period under Section 1.20(H) hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post a irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the CITY deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 16

MISCELLANEOUS

16.1 CITY'S DUTIES. The terms of this DEVELOPMENT CONTRACT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS, if the DEVELOPER fails to complete the DEVELOPER IMPROVEMENTS.

16.2 ADDITIONAL IMPROVEMENTS. If the DEVELOPER requests the CITY to construct the DEVELOPER PUBLIC IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER PUBLIC IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or may draw the irrevocable letter of credit or cash deposit. If the CITY specially assesses the cost of any portion thereof and if the amount assessed is in an amount no more than agreed to in writing by the DEVELOPER prior to commencement of the DEVELOPER PUBLIC IMPROVEMENTS, then the OWNER and DEVELOPER hereby waive any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the PLAT. The OWNER and DEVELOPER waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The OWNER and DEVELOPER acknowledge that the benefit from the improvements equal or exceed the amount of the special assessments.

16.3 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the CITY or OWNER or DEVELOPER under this DEVELOPMENT CONTRACT.

16.4 VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this DEVELOPMENT CONTRACT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT CONTRACT.

16.5 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded with the COUNTY Recorder and the OWNER and DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

16.6 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT CONTRACT shall run with the land in the PLAT and shall be binding upon the successors and assigns of the OWNER and DEVELOPER.

This DEVELOPMENT CONTRACT shall also run with and be binding upon any after acquired interest of the OWNER and DEVELOPER in the land made the subject of the PLAT.

16.7 CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT without the written permission of the COUNCIL. The DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

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

16.9 GOVERNING LAW. This DEVELOPMENT CONTRACT shall be governed by and construed in accordance with the laws of the State of Minnesota.

16.10 COUNTERPARTS. This DEVELOPMENT CONTRACT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

16.11 HEADINGS. The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT CONTRACT are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

16.12 INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT CONTRACT, then the DEVELOPMENT PLANS shall prevail.

16.13 ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to perform all inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to complete DEVELOPER PUBLIC IMPROVEMENTS if the DEVELOPER fails to cure the DEVELOPER DEFAULT as required by this DEVELOPMENT CONTRACT.

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IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT CONTRACT.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of September, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**OWNER AND DEVELOPER:
AMBERWOOD L.L.C.**

By: _____
William D. Krech
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared William D. Krech, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Amberwood, L.L.C., a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Amberwood L.L.C. by authority of the Boards of Governors of Amberwood L.L.C.

Notary Public

This Instrument Was Drafted By:

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

**After Recording, Please Return This
Instrument To:**

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

EXHIBIT A

LEGAL DESCRIPTION
OF PLAT OF AMBERWOOD

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

Lots 1 through 10, inclusive, Block 1, Amberwood, Dakota County, Minnesota
Lots 1 through 10, inclusive, Block 2, Amberwood, Dakota County, Minnesota
Outlot A, Amberwood, Dakota County, Minnesota
Outlot B, Amberwood, Dakota County, Minnesota

according to the recorded plat thereof on file and of record with the office of the Dakota County Recorder, Dakota County, Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Cover Sheet (1.0 of 17)	7-25-19	Pioneer Engineering
Sanitary Sewer & Watermain (2.1 of 17)	7-25-19	Pioneer Engineering
Sanitary Sewer & Watermain (2.2 of 17)	7-25-19	Pioneer Engineering
Storm Schedule (3.0 of 17)	7-25-19	Pioneer Engineering
Storm Sewer (3.1 of 17)	7-25-19	Pioneer Engineering
Storm Sewer (3.2 of 17)	7-25-19	Pioneer Engineering
Storm Sewer (3.3 of 17)	7-25-19	Pioneer Engineering
Drain tile Plan (3.4 of 17)	7-25-19	Pioneer Engineering
Street Construction (4.1 of 17)	7-25-19	Pioneer Engineering
Street Construction (4.2 of 17)	7-25-19	Pioneer Engineering
Sign & Lighting Plan (5.1 of 17)	7-25-19	Pioneer Engineering
Details (6.1 through 6.5 of 17)	7-25-19	Pioneer Engineering

The above-listed Development Plans had final revisions made on August 28, 2019. The above-listed Development Plans were approved by the City Engineer on August 28, 2019.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of Amberwood (the "City Engineer Memos"):

1. Memo from City Engineer Tom Kaldunski to Associate City Planner Heather Botten dated July 5, 2019;
2. E-mail from City Engineer Tom Kaldunski to Associate City Planner Heather Botten dated July 8, 2019;
3. Memorandum from Greg Fransen of Barr Engineering Co. to City Engineer Tom Kaldunski dated July 9, 2019;
4. Memo from City Engineer Tom Kaldunski to Associate City Planner Heather Botten dated July 17, 2019;
5. Letter to from City Engineer Tom Kaldunski to Bill Krech dated July 18, 2019.

The City Engineer Memos are on file with the City.

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

EXHIBIT C
DEVELOPER IMPROVEMENTS

The items checked with an "X" below are the DEVELOPER IMPROVEMENTS. The items checked with "PUBLIC" below are those DEVELOPER IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit or October 31, 2019, whichever occurs first	general site grading, drainage and erosion control
X PUBLIC	prior to obtaining a building permit or May 15, 2020, whichever occurs first	sanitary sewer
X PUBLIC	prior to obtaining a building permit or May 15, 2020, whichever occurs first	watermain
X PUBLIC	prior to obtaining a building permit or May 15, 2020, whichever occurs first	storm sewer pipes
X PUBLIC	prior to obtaining a building permit or October 31, 2019, whichever occurs first	storm water facilities functional to level approved by City Engineer
X PUBLIC	prior to obtaining a building permit or October 31, 2020, whichever occurs first	base course bituminous
X PUBLIC	October 31, 2020 or prior to issuance of certificate of occupancy for any lot, whichever occurs first	storm water facilities to level of total completion

X	prior to issuance of certificate of occupancy for the individual subject lot	plat landscaping
X	prior to issuance of certificate of occupancy for the individual subject lot	lot landscaping
X PUBLIC	See Section 4.4	street signage
X PUBLIC	October 31, 2020	final wear course of bituminous for streets ** and street lights

**Note: DEVELOPER may install the wear course before October 31, 2020 if such early installation is approved by the City Engineer.

EXHIBIT D

CITY IMPROVEMENTS

The City is not required to make any CITY IMPROVEMENTS.

EXHIBIT E

MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES PLAT TO BE RECORDED.** Before the CITY releases the PLAT for recording with Dakota County, all of the following conditions must be satisfied:
- a.) DEVELOPER and Owner must execute this DEVELOPMENT CONTRACT.
 - b.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the respective amounts stated in Article 15 and on Exhibit F of this DEVELOPMENT CONTRACT.
 - c.) DEVELOPER must provide to the CITY the sealcoating payment of \$6,650 as required under paragraph 12 of Exhibit E.
 - d.) Developer must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT; and DEVELOPER must further escrow with the CITY an amount determined by the CITY for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F.
 - e.) DEVELOPER and OWNER must provide title evidence in the form of a title insurance policy that shows that the OWNER owns the property within the PLAT.
 - f.) DEVELOPER AND OWNER must execute and deliver the documents listed in paragraph 10 of this Exhibit E. The form of the documents shall be subject to the approval of the City Attorney.
 - g.) DEVELOPER must provide to the CITY the cash deposit for the Engineering Escrow and Vegetation Escrow stated on Exhibit F of this Development Contract.
 - h.) All grading plans must be approved by the City Engineer.
 - i.) The PLAT must be approved by Dakota County.
 - j.) Park dedication fees shall be paid pursuant to paragraph 6 of Exhibit E.
 - k.) Payment of energy costs for the first three (3) years for the street lights.
 - l.) DEVELOPER and OWNER must pay the City of Eagan the various charges and fees identified in paragraphs 4, 5 and 6.

- m.) DEVELOPER and OWNER must pay the CITY the future street and utility extension fees identified in paragraph 18 of Exhibit E.
 - n.) DEVELOPER and OWNER must pay the CITY the temporary cul-de-sac removal fee identified in paragraph 20 of Exhibit E.
 - o.) OWNER must provide signed copies of the Amberwood Homeowners Association documents referenced in paragraph 15 of Exhibit E.
- 2.) **BUILDING PERMIT FOR LOTS.** Prior to issuance of a building permit, the following conditions must be met:
- a.) All the conditions in Paragraph 1 of this Exhibit E have been met.
 - b.) The PLAT is recorded with the Dakota County Recorder.
 - c.) The DEVELOPMENT CONTRACT and all of the documents listed in paragraph 14 of this Exhibit E have been recorded and the DEVELOPER has provided evidence to the CITY of such recording.
 - d.) By October 31, 2020 or prior to issuance of a building permit, whichever occurs first, the base course of bituminous for the streets within the PLAT must be installed.
 - e.) By May 15, 2020, or prior to issuance of a building permit, whichever occurs first, all utilities (sewer, watermain and storm sewer) must be installed.
 - f.) By October 31, 2020 or prior to issuance of a building permit, whichever occurs first, grading, drainage, and erosion control must be substantially completed or, in the judgment of the Director of PWD, the grading, drainage and erosion control have been completed to the point that the commencement of building will not cause adverse effects with respect to storm water runoff or storm water detention.
 - g.) By October 31, 2020 or prior to issuance of a building permit, whichever occurs first, all storm water facilities must be functional to a level reasonably approved by the City Engineer.

The CITY may issue a building permit for construction of a model home on the PLAT if the CITY determines that satisfactory progress is being made with respect to the conditions stated above.

- 3.) **CERTIFICATE OF OCCUPANCY.** Prior to the issuance of any certificate of occupancy for any lot in the PLAT, the following conditions must be met:
- a.) All the conditions in Paragraph 1 and 2 of this Exhibit E have been met.
 - b.) All grading, drainage and erosion control must be completed.

- c.) Plat landscaping must be installed prior to issuance of the certificate of occupancy for the individual lot affected by the landscaping.
- d.) Lot landscaping must be completed; provided, however, if the request for the temporary certificate of occupancy is made in the months of October through April and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the CITY shall issue the temporary certificate of occupancy and the DEVELOPER is then required to complete the landscaping no later than the following June 15th.
- e.) As-built plans per City standard must be submitted after project completion and prior to release of the Engineering Escrow referenced in Exhibit F.

By October 31, 2020, the final wear course of bituminous for the streets must be installed; however, the City Engineer may allow the Developer to complete installation of the final wear course of bituminous prior to October 31, 2020. By October 31, 2020 the street lights shall be installed.

- 4.) **JOINT POWERS AGREEMENT BETWEEN CITY OF INVER GROVE HEIGHTS AND CITY OF EAGAN.** The trunk water and sanitary sewer facilities that will serve the PLAT are being extended from the City of Eagan and the core facilities for water and sanitary sewer are in the City of Eagan. To enable the extension to occur and to enable the PLAT to be served with water and sanitary sewer from Eagan, the cities of Inver Grove Heights and Eagan are relying on the terms of a 1997 Joint Powers Agreement between the two cities, hereafter referred to as the JPA.

The DEVELOPER and OWNER acknowledge and agree that the JPA benefits the PLAT and that the PLAT, DEVELOPER PLANS and DEVELOPER PUBLIC IMPROVEMENTS are subject to the JPA. DEVELOPER and OWNER hereby assume and agree to pay all the financial obligations of the City of Inver Grove Heights under the JPA relating to storm water fees, park fees, or park development or park conveyance, trunk area charges, approval of the DEVELOPER PLANS, construction of DEVELOPER PUBLIC IMPROVEMENTS and connection fees. Without limiting the foregoing, DEVELOPER and OWNER agree as follows:

- a.) Prior to release of the PLAT for recording, and prior to commencing any DEVELOPER PUBLIC IMPROVEMENTS, the DEVELOPER and OWNER shall obtain the written approval of Eagan for DEVELOPER PUBLIC IMPROVEMENTS pursuant to Article 13 of the JPA.
- b.) The DEVELOPMENT PLANS shall comply with Section 3.1 of the JPA; the construction of DEVELOPER PUBLIC IMPROVEMENTS shall comply with Section 3.2 of the JPA; and the DEVELOPER and OWNER shall obtain all necessary easements for construction and for the permanent DEVELOPER PUBLIC

IMPROVEMENTS. The DEVELOPER and OWNER are responsible for the costs of constructing the DEVELOPER PUBLIC IMPROVEMENTS and do hereby assume and relieve the City of Inver Grove Heights from all costs identified in Sections 3.3 and 3.4 of the JPA.

- c.) Any costs and expenses incurred by the City of Inver Grove Heights under Section 3.7 of the JPA shall instead be paid by DEVELOPER and OWNER to Eagan.
- d.) Prior to release of the PLAT for recording, DEVELOPER shall provide the City of Inver Grove Heights with evidence of general risk liability insurance and workers compensation insurance, naming the City of Inver Grove Heights as an additional insured, covering all work to be performed within the City of Inver Grove Heights. The filing and procurement of such insurance shall be in lieu of the obligation of the City of Inver Grove Heights relating to insurance as referred in Section 3.9 of the JPA.
- e.) Prior to release of the PLAT for recording and prior to commencing any DEVELOPER PUBLIC IMPROVEMENTS, the DEVELOPER and OWNER, instead of the City of Inver Grove Heights, shall pay to the City of Eagan the PLAT trunk area charges identified in Section 5.1 of the JPA.
- f.) At the time of obtaining building permits, the OWNER, DEVELOPER and their assigns, instead of the City of Inver Grove Heights, shall pay to Eagan the connection fees identified in Sections 6.1 and 6.2 of the JPA.
- g.) The OWNER and its successors and assigns agree to comply with any restriction, conservation or other regulation of water usage as adopted from time-to-time by the City of Eagan, of which the City of Eagan informs the City of Inver Grove Heights.

The City of Inver Grove Heights reserves the right to charge water and sanitary sewer user rates based either on the Eagan or Inver Grove Heights rates, whichever is higher.

- h.) Any storm water fees or charges imposed by the City of Eagan, including those under Sections 7.2, 13.2 and 14.3 of the JPA, shall be paid by the OWNER and DEVELOPER and their assigns as they become due.

5.) **PLAT NOT TO BE RELEASED UNTIL DEVELOPER PAYS THE EAGAN SEWER AND WATER CHARGES.** The PLAT shall not be released for recording until the DEVELOPER pays to the City the following:

- a.) A check in the amount of \$33,152 payable to the City of Eagan for sanitary sewer oversize

- b.) A check in the amount of \$34,582 payable to the City of Eagan for watermain oversize

These above-stated fees shall be paid by DEVELOPER to the CITY at the time the PLAT is released to DEVELOPER. The CITY will then forward the checks to the City of Eagan.

- 6.) **PARK CONTRIBUTION FEE.** DEVELOPER must pay the City of Inver Grove Heights the park contribution fee for the 20 lots in Inver Grove Heights based on the Inver Grove Heights per lot rate. In addition, DEVELOPER must pay the City of Inver Grove Heights the park contribution fee for the 20 lots in Inver Grove Heights based on the Eagan per lot rate.

The Inver Grove Heights park contribution fee is based on a per lot amount of \$2,850, multiplied by the number of new lots in the PLAT. There are 20 new lots in Inver Grove Heights and as a result, the park contribution for Inver Grove Heights is \$57,000 (20 lots multiplied by the Inver Grove Heights per lot rate of \$2,850). The park dedication fee of \$57,000 must be paid by DEVELOPER to Inver Grove Heights before the CITY signs the PLAT.

In addition, DEVELOPER shall also pay a park contribution fee to the City of Inver Grove Heights of \$71,580 based on the current Eagan per lot rate for the 20 lots in Inver Grove Heights (20 lots multiplied by the Eagan per lot rate of \$3,579). The park dedication fee of \$71,580 for the Eagan per lot rate must be paid by DEVELOPER to Inver Grove Heights before the CITY signs the PLAT.

- 7.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F includes an appropriate amount as determined by the Director of Public Works to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.

- 8.) **PAYMENT FOR SEALCOATING.** The CITY agrees to sealcoat the bituminous pavement within the PLAT to protect and enhance the lifespan of the streets. The sealcoating will be completed by the CITY approximately three (3) years after the installation of the final wear course of bituminous pavement. The CITY will perform the work associated with the sealcoating. The DEVELOPER shall pay the CITY the amount of \$6,650 for the work.

The amount of \$6,650 is due and payable by the DEVELOPER to the CITY at the time

the PLAT is executed by the CITY under paragraph number one of this Exhibit E. The CITY will complete the work associated with the sealcoating approximately three (3) years after the installation of the final wear course of bituminous pavement. The DEVELOPER and OWNER agree that the sealcoating benefits the PLAT.

- 9.) **STREET LIGHTING.** DEVELOPER at its own expense shall install street lights at the locations shown on the approved street plan. The location and number of street lights will be to be determined by the local electric company. Prior to release of the PLAT for recording, the OWNER shall enter into a separate recordable agreement that sets forth the terms, conditions and covenants relating to street lighting; the street lighting agreement shall then be recorded with the PLAT. The energy costs for the street lights shall be paid by the owners of the buildable lots within the PLAT, except that the energy costs for the first three (3) years shall be paid by the DEVELOPER.

- 10.) **OTHER AGREEMENTS.** The DEVELOPER and OWNER must comply with the following requirements and execute the agreements set forth below:

- a. DEVELOPER and OWNER must execute this Development Contract for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- b. OWNER must execute a Street Light Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- c. OWNER must execute a Warranty Deed conveying Outlot A, Amberwood to the CITY.

The above-listed Warranty Deed must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- d. OWNER must convey access to and from Outlot A, Amberwood by way of an access easement to the CITY as follows:

- By Permanent Access Easement, OWNER must convey access to the City over Lots 5 and 6, Block 2, Amberwood to and from Outlot A, Amberwood.

The above-listed Permanent Access Easement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- e. OWNER must execute Restrictive Use Easement Agreements for the following lots within the PLAT:

- Lot 1, Block 1, Amberwood
- Lot 8, Block 1, Amberwood
- Lots 5 and 6, Block 2, Amberwood

The above-listed agreements must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- f. OWNER shall provide to the CITY an executed Conservation and Open Space Easement Agreement in a form acceptable to the CITY.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- g. OWNER must execute a Storm Water Facilities Maintenance Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- h. OWNER must execute a Temporary Cul-De-Sac Easement Agreement relating to the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- i. DEVELOPER and OWNER must provide signed copies of the Amberwood Homeowners Association documents described in paragraph 15 of Exhibit E.

The documents must be executed and provided to the CITY before the PLAT is released for recording.

- 11.) **MODEL HOMES/ SALES HOMES.** DEVELOPER intends to construct model homes or sales homes within the PLAT. However, if model homes or sales homes are constructed, the lots must first be approved by the City Planner, the Chief Building Official and the Public Works Department. Before use of the model homes or sales homes by the public, the DEVELOPER shall install a gravel drive for access to the lots and the gravel drive shall be inspected and approved by the CITY Fire Marshall. The model homes shall not be occupied for residential use and shall only be used as display models until the other requirements of this DEVELOPMENT CONTRACT relating to certificate of occupancy are fulfilled.

12.) **RETAINING WALL REQUIREMENTS.** Prior to the City issuing a building permit for the PLAT all retaining wall permits (if required) must be issued by the City. If applicable, prior to the City granting a certificate of occupancy for the PLAT, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.

13.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction within the PLAT shall comply with the following (Erosion Control Forms):

- a. Silt Fence dated April 2011 and identified as Plate No. EC-02;
- b. Rock Construction Entrance dated April 2011 and identified as Plate No. EC-03;
- c. Storm Sewer Inlet Protection dated April 2011 and identified as Plate No. EC-04;
- d. Sediment Log Installation dated March 2015 and identified as Plate No. EC-07.

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

14.) **DEMARCATON OF PROTECTED AREAS.** DEVELOPER shall have the obligation to install "Protected Area" signs on the perimeters of Outlot A and Outlot B, Amberwood. The signs will be provided by the CITY to the DEVELOPER. The DEVELOPER will pay the CITY for the signs. The DEVELOPER will install 4 x 4 treated wood or galvanized steel posts for the signs at locations approved by the CITY. The CITY will attach the signs to the 4 x 4 posts after installation of the posts by the DEVELOPER. The signs should be set at 4' above grade with a 42" minimum bury.

15.) **HOMEOWNERS ASSOCIATION.** Before the PLAT is released for recording, DEVELOPER must create a Homeowners Association for all of the lots within the PLAT (except for Outlot A, Amberwood, which will be owned by the CITY). The documents prepared by the DEVELOPER in connection with the formation of the Homeowners Association must be approved by the CITY and recorded with the Dakota County Recorder's office prior to the release of the PLAT by the CITY to the DEVELOPER.

16.) **MONUMENT AT ENTRYWAY.** DEVELOPER is constructing a monument and associated landscaping at the entryways to the PLAT. The monument and associated landscaping will be located within the right-of-way with the CITY granting a permit to the DEVELOPER with the responsibilities for maintenance outlined in the permit. The Homeowners Association will maintain the monuments and associated landscaping. If the Homeowners Association fails to maintain the monument and associated landscaping per the terms of the permit issued by the CITY, then the CITY may revoke the permit and the Homeowners Association at its cost shall remove the monument and associated

landscaping as directed by the CITY. The monuments and associated landscaping shall not adversely impact the sight triangles. DEVELOPER shall follow the CITY height restrictions.

- 17.) **STORMWATER FACILITIES - PURPOSE AND OWNERSHIP.** There are many stormwater facilities located within the PLAT. The location, ownership and purpose for each stormwater facility is described below:

- **Outlot A, Amberwood:** Outlot A will be conveyed by OWNER to the CITY. Outlot A will contain a pre-treatment basin to be owned and maintained by the Homeowners Association. Outlot A will contain an infiltration basin to be maintained by the CITY. Outlot A will contain stormwater pipes into the pre-treatment basin to be maintained by the Homeowners Association. Outlot A will contain stormwater pipes from the pre-treatment basin to the infiltration basin and from the infiltration basin onto an adjoining property to be maintained by the CITY.
- **Outlot B, Amberwood:** Outlot B will be conveyed from the OWNER to the Homeowners Association. Outlot B will contain three wetlands to be owned and maintained by the Homeowners Association. Outlot B will contain surface run-off paths to be maintained by the Homeowners Association.
- **Lot 1, Block 1, Amberwood:** Lot 1, Block 1 will contain a stormwater pipe to be maintained by the Homeowners Association.
- **Lot 2, Block 1, Amberwood:** Lot 2, Block 1 will contain a stormwater pipe to be maintained by the Homeowners Association.
- **Lot 5, Block 1, Amberwood:** Lot 5, Block 1 will contain a surface ponding drainage way to be maintained by the Homeowners Association; the homeowners association must also maintain the existing overflow.
- **Lot 9, Block 1, Amberwood:** Lot 9, Block 1 will contain ponding on the catch basin, a surface ponding drainage way to be maintained by the Homeowners Association; the homeowners association must also maintain the existing overflow.
- **Lots 6 through 8, inclusive, Block 1, Amberwood:** Lots 6 through 8, inclusive, Block 1 will each contain a stormwater pipe to be maintained by the Homeowners Association.
- **Lots 7 and 8, Block 2, Amberwood:** Lots 7 and 8, Block 2, Amberwood will contain a raingarden over both lots. The raingarden shall be maintained by the homeowners association.
- **Lots 9 and 10, Block 2, Amberwood:** Lots 9 and 10, Block 2, Amberwood will contain a raingarden over both lots. The raingarden shall be maintained by the homeowners association.

- **Lots 5 and 6, Block 2, Amberwood:** Lots 5 and 6, Block 2 will contain a stormwater pipe and access path to be maintained by the Homeowners Association.
- **Lots 3 through 6, inclusive, Block 2, Amberwood:** Lots 3 through 6, inclusive, Block 2 will contain high water ponding to be maintained by the Homeowners Association.

- 18.) **PAYMENT FOR UTILITY AND STREET EXTENSIONS.** There is a public street within the PLAT identified as Azure Lane which abuts property not owned by the DEVELOPER. The DEVELOPER will leave unbuilt a portion of the utilities and street adjoining the abutting parcel. The CITY wants to assure that the CITY has funds available to build this segment of street and utilities when the adjoining land is platted and developed.

The estimate for the utility and street extensions for Azure Lane is \$18,738. The CITY will issue a credit to DEVELOPER in the amount of \$9,489 from funds the CITY received relating to the Woodland Preserve development to extend sewer and water utilities and street to the property line of the plat of Amberwood.

Therefore, DEVELOPER shall pay to the CITY a cash payment in the amount of \$9,249 (\$18,738 total cost - \$9,489 credit = \$9,249). The cash payment of \$9,249 shall be paid by DEVELOPER to CITY at the time the PLAT is released to DEVELOPER. The amount of \$9,249 is to compensate the CITY for the utility and street extension with respect to the segment of the utilities and street within the PLAT that will not be extended until a future date when the abutting property adjacent to the PLAT is developed. With regard to the cash payment, no interest shall be paid on the cash payment. The DEVELOPER has no claim to the cash payment that is kept by the CITY and no refund will be given to DEVELOPER. The CITY will keep the cash payment and the CITY shall have the responsibility at a future date to extend the utilities and streets.

- 19.) **BUILDING PERMIT FEES.** The utility connection fees associated with obtaining a building permit are as follows:

- Sewer connection fee
- Sewer core connection fee
- Water connection fee
- Water treatment plant fee
- Water core connection fee
- M.C.E.S. SAC Unit Fee

The DEVELOPER understands and agrees that the DEVELOPER is responsible to pay the City for the per lot building permit connection fees at the time of building permit. Payment shall be made on a per lot basis as a building permit is obtained for each lot.

- 20.) **TEMPORARY CUL-DE-SAC REMOVAL FEE.** DEVELOPER is installing a temporary cul-de-sac on Azure Lane adjacent to Lot 10, Block 1, Amberwood and Lot 10, Block 2, Amberwood. The CITY wants to assure that it has funds available to remove the cul-de-sac when the adjoining land is platted and developed. Therefore, at the time the PLAT is released to DEVELOPER, DEVELOPER shall pay to the CITY a cash payment in the amount of \$2,541 to compensate the CITY for the removal of the temporary cul-de-sac when Azure Lane is extended beyond the PLAT at a future date. With regard to the cash payment, no interest shall be paid on the cash payment. The DEVELOPER has no claim to the cash payment that is kept by the CITY and no refund will be given to DEVELOPER. The CITY will keep the cash payment and the CITY shall have the responsibility at a future date to remove the cul-de-sac.
- 21.) **PEDESTRIAN TRAILS AND SIDEWALKS.** There are no pedestrian trails or sidewalks being constructed by DEVELOPER as part of the DEVELOPER IMPROVEMENTS.

EXHIBIT F
ESCROW CALCULATION

1.)	Site Grading, Drainage and Erosion Control	\$-0-**
2.)	Sanitary Sewer	\$145,030
3.)	Watermain	\$102,300
4.)	Storm Sewer	\$163,700
5.)	Stormwater Facilities	\$-0-**
6.)	Street Construction	\$254,725
7.)	Street lights	\$24,000
8.)	Landscaping	\$45,000
9.)	Construction Debris Clean-up	\$10,000
10.)	Certified as-builts	\$10,000
SUBTOTAL:		\$754,755
MULTIPLIED BY:		x 1.25
TOTAL ESCROW AMOUNT:		\$943,443.75

** Developer Improvement is covered in a separate letter of credit provided with site grading.

Vegetation Escrow

Developer shall also make a cash deposit of \$15,000 with the City (hereafter "Vegetation Escrow Amount") to ensure the vegetation installed within and around the infiltration basins and pre-treatment basin and raingardens are maintained and established for a 3-year period from the date of satisfactory installation of all of the stormwater facilities. The Vegetation Escrow Amount shall be available to the City to pay for deficiencies and problems related to the vegetation installed within and around the stormwater facilities within the PLAT in the event such problems and deficiencies arise after the City has approved the DEVELOPER IMPROVEMENTS.

After the 3-year period has expired and upon approval by the City Engineer, the City shall return to

the Developer any of the remaining Vegetation Escrow Amount.

Upon receipt of paid invoices or approval of the City Engineer, a portion of the Vegetation Escrow can be released, but no more than one-third per year. If the vegetation is not properly maintained, the City can withdraw the necessary escrow funds to perform the annual vegetation maintenance with a 30-day written advance notice to the Owner.

To the extent the amount needed to correct the deficiencies and problems relating to the vegetation within and around the stormwater facilities exceeds the initially deposited Vegetation Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

Engineering Escrow

In addition to the Escrow Amount for Developer Improvements set forth above and the Vegetation Escrow Amount, the Developer shall also deposit the following amounts in cash with the City (hereafter "**Engineering Escrow Amount**") contemporaneously with execution of this Development Contract:

• \$42,000	City fees for inspection and engineering services (20 lots x \$2,100 per lot)
• \$3,470	Barr Engineering stormwater review
• \$12,500	Barr Engineering erosion control and construction services
\$57,970	TOTAL (DEVELOPER responsibility)

This Engineering Escrow Amount shall be used to pay the CITY for engineering inspection, attorney's expenses, staff review time, assurance for sediment/erosion control compliance and maintenance requirements at the CITY's standard rates charged for such tasks; the CITY shall keep records of the tasks performed and the hours spent in performing the tasks and the personnel that performed the tasks.

Subject to the following paragraph, upon satisfactory completion of the DEVELOPER IMPROVEMENTS, the CITY shall return to the DEVELOPER any remaining portion of the Engineering Escrow Amount not otherwise charged the DEVELOPER for engineering inspection performed by the CITY.

Twenty-five percent (25%) of this Engineering Escrow Amount shall be retained by the CITY (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the CITY to pay for the cost of any corrections for deficiencies or problems related to DEVELOPER IMPROVEMENTS listed on Exhibit C or Exhibit F or related to turf establishment, grading, drainage and erosion control, landscaping and maturation of raingardens and to pay to protect against further deficiencies or problems.

The CITY shall return to the DEVELOPER any remaining Escrow Retainage of the original

\$57,970 when all the following events have occurred:

- a.) All of the lots in the PLAT have been built upon; and
- b.) All of the lawn or vegetative cover has been established to the sole satisfaction of the CITY on each of the individual lots in the PLAT; and
- c.) All of the raingardens have been established to the sole satisfaction of the CITY.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to the DEVELOPER IMPROVEMENTS listed on Exhibit C or Exhibit F or related to turf establishment, grading, drainage, erosion control, landscaping and maturation of raingardens exceed the initially deposited \$57,970 Engineering Escrow Amount, the DEVELOPER is responsible for payment of such excess within thirty (30) days after billing by the CITY.

STORMWATER FACILITIES MAINTENANCE AGREEMENT
FOR THE PLAT OF AMBERWOOD, CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 23rd day of September, 2019, by and among the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Amberwood L.L.C., a Minnesota limited liability company (hereafter referred to as “Landowner”) and Amberwood Homeowners Association, a Minnesota non-profit corporation (hereafter referred to as “Association”). 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 Amberwood L.L.C., a Minnesota limited liability company, and its successors and assigns.

1.4 Association. Association means Amberwood Homeowners Association, a Minnesota non-profit corporation and its successors and assigns.

1.5 Storm Water Facilities. Storm Water Facilities means each and all of the following, individually and collectively located on the following lots within the plat of Amberwood:

- The pre-treatment basin on Outlot A, Amberwood

- The stormwater pipes from the pre-treatment basin to the infiltration basin on Outlot A, Amberwood and from the infiltration basin on Outlot A, Amberwood off of Outlot A, Amberwood
- The stormwater pipes into the pre-treatment basin on Outlot A, Amberwood
- The three wetlands on Outlot B, Amberwood
- The surface runoff paths on Outlot B, Amberwood
- The stormwater pipe on Lot 1, Block 1, Amberwood
- The stormwater pipe on Lot 2, Block 1, Amberwood
- The stormwater pipe on Lot 6, Block 1, Amberwood
- The stormwater pipe on Lot 7, Block 1, Amberwood
- The stormwater pipe on Lot 8, Block 1, Amberwood
- The storm sewer pipe on Lot 5, Block 2, Amberwood
- The surface drainage way located on Lot 5, Block 1, Amberwood
- The ponding on the catch basin and surface drainage way on Lot 9, Block 1, Amberwood
- The highwater ponding on Lots 3, 4, 5 and 6, Block 2, Amberwood
- The raingarden on Lot 7 and Lot 8, Block 2, Amberwood
- The raingarden on Lot 9 and Lot 10, Block 2, Amberwood

1.6 Responsible Party. Responsible Party means the following:

- a. From the date hereof through December 31, 2019, the Responsible Party is Landowner and its successors and assigns.
- b. From and after January 1, 2020, the Responsible Party is the Association and its successors and assigns.

1.7 Residential Lots. Residential Lots means individually and collectively all of the lots described on the attached **Exhibit A**.

1.8 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.9 Raingarden Lots. Raingarden Lots means the following lots within the plat of Amberwood on which the raingardens exist:

- a. Lot 7, Block 2, Amberwood
- b. Lot 8, Block 2, Amberwood
- c. Lot 9, Block 2, Amberwood
- d. Lot 10, Block 2, Amberwood

1.10 Raingarden Lot Owners. Raingarden Lot Owners means the fee title owners of the Raingarden Lots.

1.11 Stormwater Facility Plan. “Stormwater Facility Plan” means the Storm Schedule (3.0 of 17), Storm Sewer (3.1, 3.2 and 3.3 of 17), Drantile Plan (3.4 of 17), Details

(6.3 and 6.4 of 17) and Grading Plan (2.1 of 9) dated July 25, 2019 and prepared by Pioneer Engineering and stamped approved by the City Engineer on August 28, 2019.

The Storm Water Facility Plan also includes the Storm Water Management Plan prepared by Pioneer Engineering dated February 1, 2019 and revised March 13, 2019.

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.

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

1.13 Development Contract. “Development Contract” means that certain contract between Landowner and City dated September 23, 2019.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Residential Lots, including the Raingarden Lots.

Recital No. 2. The Storm Water Facilities benefit and will serve the Residential Lots.

Recital No. 3. Landowner will be conveying or caused to be conveyed Outlot A, Amberwood, to the City. Landowner will be conveying or caused to be conveyed Outlot B, Amberwood, to the Association.

Recital No. 4. The City is willing to allow the plat of Amberwood to be recorded if Landowner complies with the requirements contained in Exhibit E of the Development Contract, of even date herewith between the City and Landowner, and if Landowner and the Association execute this Storm Water Facilities Maintenance Agreement.

Recital No. 5. The Residential Owners will be members of the Association.

Recital No. 6. By this Agreement the parties seek to:

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

Recital No. 7. Because Landowner currently owns all the Residential Lots, Landowner is currently the only Residential Owner. Because Landowner currently owns all the Raingarden Lots, Landowner is currently the only Raingarden Lot Owner.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Stormwater Facilities. Landowner agrees that the Stormwater 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 Development Contract.

3.2 Maintenance of Stormwater Facilities. Responsible Party is obligated at its expense to perpetually maintain the Stormwater Facilities in accordance with the Standard of Maintenance set forth in Section 3.4 hereof. The Responsible Party shall not modify, alter, remove, eliminate or obstruct the Stormwater Facilities for as long as the Stormwater Facilities exist. The Responsible Party shall also ensure that the Stormwater Facilities always remain in compliance with the Stormwater Facility Plan. The responsibility of the Responsible Party for maintaining the Stormwater Facilities exists even though the event or omission which caused the need for maintenance of the Stormwater Facilities may arise on property outside of the plat of Amberwood.

3.3 Maintenance of Stormwater Facilities on Outlot A, Amberwood. Responsible Party is obligated to maintain the following Stormwater Facilities on Outlot A, Amberwood:

- The pre-treatment basin on Outlot A, Amberwood

City, not Landowner, Association or Responsible Party, is obligated to maintain the following Stormwater Facilities on Outlot A, Amberwood:

- The infiltration basin on Outlot A, Amberwood
- The stormwater pipes from the pre-treatment basin to the infiltration basin on Outlot A, Amberwood and from the infiltration basin on Outlot A, Amberwood off of Outlot A, Amberwood

3.4 Standard of Maintenance. The Responsible Party must meet the Standard of Maintenance set forth in this Section 3.4.

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;

- 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 Watershed Management Plan of the Watershed Management Organization for the Watershed District within which the plat of Amberwood is located.
- e.) The Standard of Maintenance shall include but not be limited to each of the following:
 - i. The Responsible Party shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii. Responsible Party must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Party must prepare an Operations & Maintenance Plan to show how the Responsible Party plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the plat of Amberwood. The Responsible Party has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Party and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii. The final Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Party;
 - d. As built plans of the Stormwater Facilities;
 - e. A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;

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

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

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

3.5 Notice of Non-Compliance with Section 3.2 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Party has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Party of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Party will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Party to cure the default, in which case the Responsible Party shall be given a reasonable time, as reasonably determined by the DPW, to cure the default provided the Responsible Party 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 Party to comply with the Standard of Maintenance, in the event of an emergency as reasonably determined by the DPW, the City may perform the work to be performed by the Responsible Party without giving any notice to the Responsible Party Maintenance. If the City performs emergency service work, the Responsible Party and the City shall follow those procedures set forth in Sections 3.6 and 3.7 with respect to the billing, collection and/or tax certification of such costs.

3.6 Payment of Costs Incurred by City. If the Responsible Party 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 reasonably 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 Stormwater 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 Party.

The amount of costs charged by the City to the Responsible Party 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 Party shall make payment directly to the City within thirty (30) days after invoicing ("Due Date") by the City.

Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.6 by the Responsible Party, the City may certify to Dakota County the amounts due as payable for the Residential Lots 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 amount due shall be allocated equally among the Residential Lots. The Responsible Party and the Residential Owners waive any and all procedural and substantive objections to the imposition of such usual and customary charges on the Residential Lots.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Party, the City, without notice and without hearing, may specially assess the Residential Lots for the costs and expenses incurred by the City. The Responsible Party and the Residential Owners hereby waive 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 Residential Lots. The Responsible Party and Residential Owners waive any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Responsible Party and Residential Owners acknowledge 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 Residential Lots.

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

The City hereby grants to the Responsible Party 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 Stormwater Facilities for the duration of the performance of the maintenance.

Landowner and Association hereby grant to the City a temporary right and license to access and enter the lands on which the Storm Water Facilities exist for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

The Residential Owners and the Raingarden Lot Owners hereby grant to the Association and to the City a temporary right and license to access and enter the Raingarden Lots for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

3.9 Indemnification of City. Responsible Party 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 Party to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement and failure to cure the same within any applicable cure period;
- b.) failure by the Responsible Party to pay contractors, subcontractors, laborers, or material men;
- c.) failure by the Responsible Party to pay for any materials that may be used by the Responsible Party to maintain the Stormwater Facilities; and
- d.) any act or negligence of the Responsible Party, its agents, employees or contractors in connection with construction of the Stormwater Facilities.

3.10 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 and Association execute this Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the Development Contract between Landowner and City are met, the City will approve the Development Plans as defined in the Development Contract for the plat of Amberwood.

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 Storm Water Facilities Lots and shall run with the Residential Lots 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 Landowner in the Residential Lots 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. Landowner and Association consent to the recording of this Agreement.

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

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

If to Landowner: Amberwood L.L.C.
9074 Alger Court
Inver Grove Heights, MN 55077

If to Association: Amberwood Homeowners Association
Attention: President
9074 Alger Court
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.

IN WITNESS WHEREOF Landowner, Association and City have entered into this Stormwater Facilities Maintenance 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

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of September, 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:
AMBERWOOD L.L.C.

By: _____
William D. Krech
Its Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared William D. Krech, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Amberwood L.L.C., a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Amberwood L.L.C. by authority of the Boards of Governors of Amberwood L.L.C.

Notary Public

**ASSOCIATION:
AMBERWOOD HOMEOWNERS ASSOCIATION**

By: _____

Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the President of Amberwood Homeowners Association, a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Amberwood Homeowners Association by authority of the Board of Directors of said non-profit 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 RESIDENTIAL LOTS

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

Lots 1 – 10, inclusive, Block 1, Amberwood
Lots 1 – 10, inclusive, Block 2, Amberwood

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

Note: Although there are Stormwater Facilities located on Outlot A, Amberwood and Outlot B, Amberwood, the Outlots are not included with the Residential Lots.

EXHIBIT B
FINAL OPERATIONS & 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 January 1st of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance Plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures associated with Stormwater Facilities	Annually in spring and fall as needed	Remove trash and/or debris. Pruning and weeding, mow filter strip.	Responsible Party
2. Sediment, trash and debris removal from Stormwater Facilities	Annually in spring and fall as needed	Remove sediment and restore to capacity.	Responsible Party
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.	Responsible Party
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch.	Responsible Party
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress.	Responsible Party
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants.	Responsible Party
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations.	Responsible Party

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM									
STRUCTURE ID:			INSPECTION DATE/TIME:				INSPECTOR(S):		
LOCATION:							POND ID:		
EASEMENT									
ACCESSIBLE	Y	N							
STRUCTURES IN ESMT.	Y	N	DESCRIPTION						
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)						
STRUCTURE	FES	PIPE	CB	SPCD			OTHER		
ATTRIBUTES	TRASH GUARD		WEIR		SURGE BASIN			OTHER	NONE
CONDITION*	ACCEPTABLE		MINOR MAINTENANCE		MAJOR MAINTENANCE			INACCESSIBLE	
END SECTION EROSION	Y	N							
FLOW CONDITION	FLOW PRESENT		NO FLOW		SUBMERGED				
COMMENTS									
VEGETATION/DEBRIS	WEEDS, ETC.		BRUSH, TREES, ETC.		GARBAGE/DEBRIS			NONE	
RESTRICTING FLOW	Y	N							
COMMENTS									
SEDIMENT									
CONDITION**	NONE		MINOR MAINTENANCE			MAJOR MAINTENANCE			
COMMENTS									
RIP RAP	PRESENT:		Y	N					
CONDITION**	OK		MINOR MAINTENANCE			MAJOR MAINTENANCE			
COMMENTS									
ILLICIT DISCHARGE	DATE OF LAST RAINFALL EVENT:								
ODOR	Y	N	COMMENTS:						
COLOR	Y	N	COMMENTS:						
FLOATABLES IN DISCHARGES	Y	N	COMMENTS:						
STAINS/DEPOSITS IN STRUCT.	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

**RESIDENTIAL STREET LIGHT AGREEMENT FOR
PLAT OF AMBERWOOD
DAKOTA COUNTY, MINNESOTA**

THIS RESIDENTIAL STREET LIGHT AGREEMENT (Agreement) is made this 23rd day of September, 2019, by and between Amberwood L.L.C., a Minnesota limited liability company, hereafter referred to as “Owner”, and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City”. Based on the recitals, covenants, agreements, warranties and representations hereafter made and for and in good and valuable consideration received by the parties, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby declare, state and agree:

ARTICLE 1
TERMS

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 Owner. “Owner” means Amberwood L.L.C., a Minnesota limited liability company, the current fee title owner of the Residential Lots, and its successors and assigns.

1.4 Residential Lots. “Residential Lots” means the lots described on the attached **Exhibit A**. The Residential Lots are located in the City of Inver Grove Heights, Dakota County, Minnesota within the recorded plat of Amberwood.

1.5 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.6 Street Lights. Street Lights means all the existing or future street lights installed on the public right-of-way within the plat of Amberwood.

ARTICLE 2
OWNER AND RESIDENTIAL OWNER OBLIGATIONS

2.1 Street Light Plan Must Be Approved. The Owner agrees that a Street Light Plan shall be approved by the Director of Public Works before the installation of any Street Lights. The Street Light Plan shall show the design, type, size and location of all Street Lights to be located within and along the public right-of-way in the plat of Amberwood.

2.2 Installation of Street Lights. The Owner, at its own expense, shall install the Street Lights as provided in the Street Light Plan. The Street Lights shall be installed no later than the time that the public streets within the plat of Amberwood are constructed.

2.3 Payment of Energy Costs for First Three Years. Before recording of the plat of Amberwood, the Owner shall prepay the City for the energy costs of the Street Lights for the first three (3) calendar years of 2020, 2021 and 2022 by paying the City the amount of \$150.00 per Street Light per year.

2.4 Responsibility of Residential Owners. Beginning with calendar year 2023, and continuing thereafter, the Residential Owners shall be responsible for payment of the maintenance, repair, replacement and energy costs of the Street Lights.

The City will invoice such Residential Owners on a quarterly basis; such invoice will be shown as part of the utility billing that is sent quarterly to the Residential Owners. The total cost for maintenance, repair, replacement and energy expenses for the Street Lights shall be evenly allocated among the Residential Lots.

The Residential Owners shall make payment directly to the City within thirty (30) days after the sending of the invoice. If payment is not made, the City may certify to Dakota County the amounts due as payable with real estate taxes in the next calendar year for the Residential Lot owned by the Residential Owner who has not paid the City; the parties agree that such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

The Residential Owners and their successors and assigns thereof waive any and all procedural and substantive objections to the imposition of such charges on the respective Residential Lots. Further, the Residential Owners and their successors and assigns thereof hereby waive any and all procedural and substantive objections to special assessments for the costs of the Street Lights including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The Residential Owners and their successors and assigns waive any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Residential Owners and their successors and assigns acknowledge that the benefit from the Street Lights equal or exceed the amount of the charges and assessments for the maintenance, repair, replacement and energy costs that are being imposed under this Agreement.

The Residential Owners agree that the standard of maintenance shall conform to the same standards that the City's Director of Public Works utilizes for other street lights that the City maintains, as those standards are from time to time amended.

The Residential Owners agree that the obligation to pay for the maintenance of the Street Lights exists notwithstanding the fact that the Street Lights may lie within the public road right-of-way in the plat of Amberwood.

2.5 Warranty of Ownership. The Owner warrants that on the date of this Agreement the Owner owns fee title to all the Residential Lots and that the Owner on the date of this Agreement is the only Residential Owner.

ARTICLE 3 **CITY'S COVENANTS**

3.1 Allowing Plat To Be Recorded. The City agrees that if the conditions set forth in the Development Contract between the parties of even date herewith are met, the City will allow the plat of Amberwood to be recorded with the Dakota County Recorder. One requirement in the Development Contract is that the Owner enter into this Residential Street Light Agreement. By execution of this Agreement, that condition has been met.

ARTICLE 4 **MISCELLANEOUS**

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

4.2 Recording. Owner shall record this Agreement with the Dakota County Recorder after the plat of Amberwood is recorded, and Owner shall present evidence to the City that this Agreement has been recorded.

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

4.4 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or

waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement.

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

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

4.6 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.

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

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

IN WITNESS WHEREOF, Owner and the City have executed this Residential Street Light Agreement as of the day and year aforementioned.

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 23rd day of September, 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:
AMBERWOOD L.L.C.

By: _____
William D. Krech
Its Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared William D. Krech, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Amberwood L.L.C., a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Amberwood L.L.C. by authority of the Boards of Governors of Amberwood L.L.C.

Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 through 10, inclusive, Block 1, Amberwood, Dakota County, Minnesota

Lots 1 through 10, inclusive, Block 2, Amberwood, Dakota County, Minnesota

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 1, BLOCK 1, AMBERWOOD,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 1, BLOCK 1, AMBERWOOD (Easement Agreement) is made this 23rd day of September, 2019, by and between Amberwood L.L.C., a Minnesota limited liability company (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in Exhibit B, attached hereto (hereinafter referred to as the “Restricted Easement Area”), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor 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 Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor 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 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement 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 Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor 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 terms and provisions of this Easement Agreement. The Grantor 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.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor 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 Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive 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 Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

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

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

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

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

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

13. **Counterparts.** This Easement 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. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 1, Block 1, Amberwood to be executed as of the day and year aforesaid by its duly authorized representatives.

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 23rd day of September, 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

GRANTOR:
AMBERWOOD L.L.C.

By: _____
William D. Krech
Its Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared William D. Krech, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Amberwood L.L.C., a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Amberwood L.L.C. by authority of the Boards of Governors of Amberwood L.L.C.

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 PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

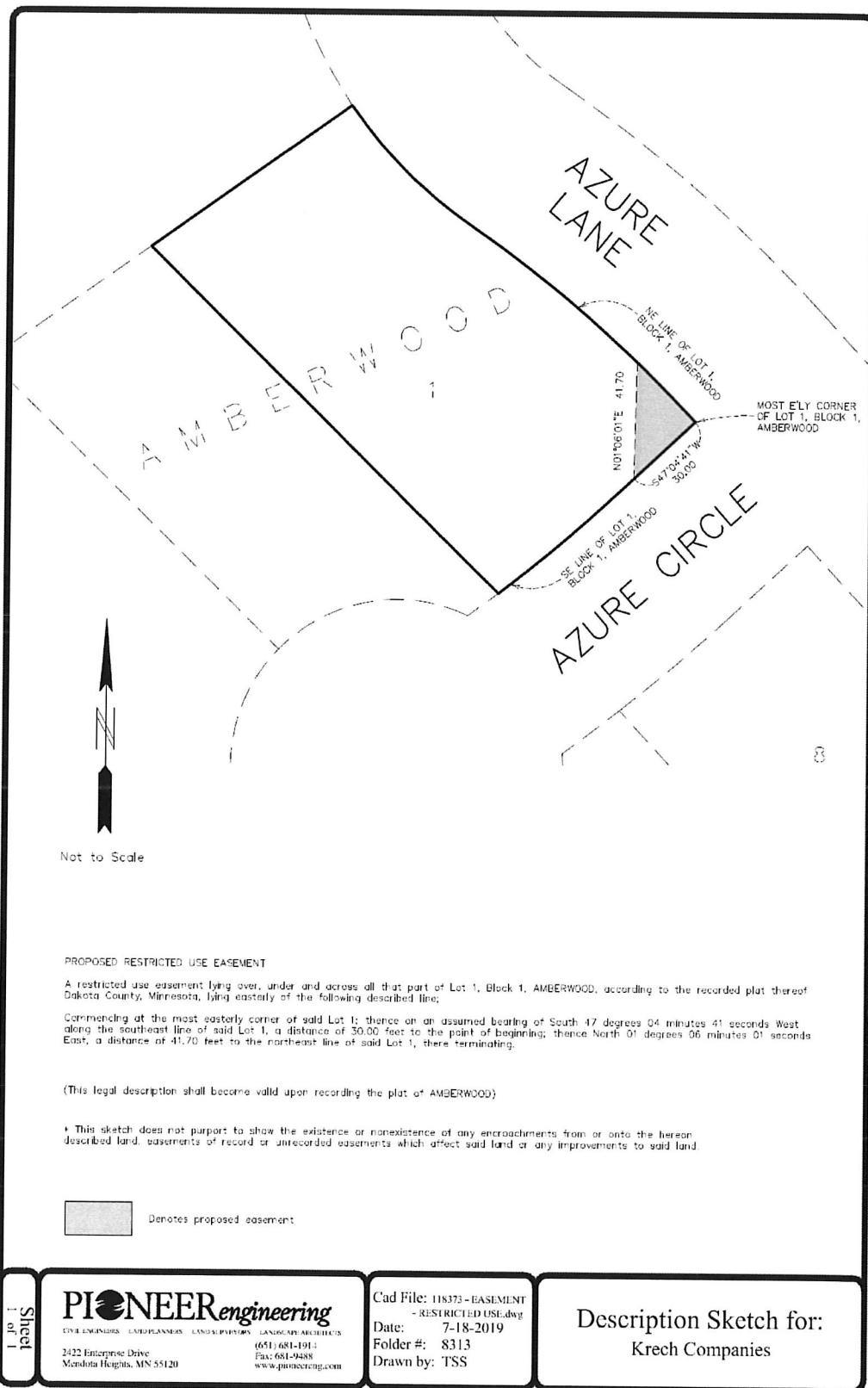
Lot 1, Block 1, Amberwood, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across all that part of Lot 1, Block 1, Amberwood, according to the recorded plat thereof Dakota County, Minnesota, lying easterly of the following described line:

Commencing at the most easterly corner of said Lot 1; thence on an assumed bearing of South 47 degrees 04 minutes 41 seconds West along the southeast line of said Lot 1, a distance of 30.00 feet to the point of beginning; thence North 01 degrees 06 minutes 01 seconds East, a distance of 41.70 feet to the northeast line of said Lot 1, there terminating.

Depiction of Easement Area (Part of Exhibit B)



RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 8, BLOCK 1, AMBERWOOD,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 8, BLOCK 1, AMBERWOOD (Easement Agreement) is made this 23rd day of September, 2019, by and between Amberwood L.L.C., a Minnesota limited liability company (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in Exhibit B, attached hereto (hereinafter referred to as the “Restricted Easement Area”), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor 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 Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor 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 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement 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 Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor 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 terms and provisions of this Easement Agreement. The Grantor 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.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor 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 Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive 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 Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.
9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.
10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.
11. **Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Easement 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 Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Easement 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 Easement 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.
12. **Governing Law.** This Easement Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.
13. **Counterparts.** This Easement 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. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 8, Block 1, Amberwood to be executed as of the day and year aforesaid by its duly authorized representatives.

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 23rd day of September, 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

GRANTOR:
AMBERWOOD L.L.C.

By: _____
William D. Krech
Its Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared William D. Krech, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Amberwood L.L.C., a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Amberwood L.L.C. by authority of the Boards of Governors of Amberwood L.L.C.

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 PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

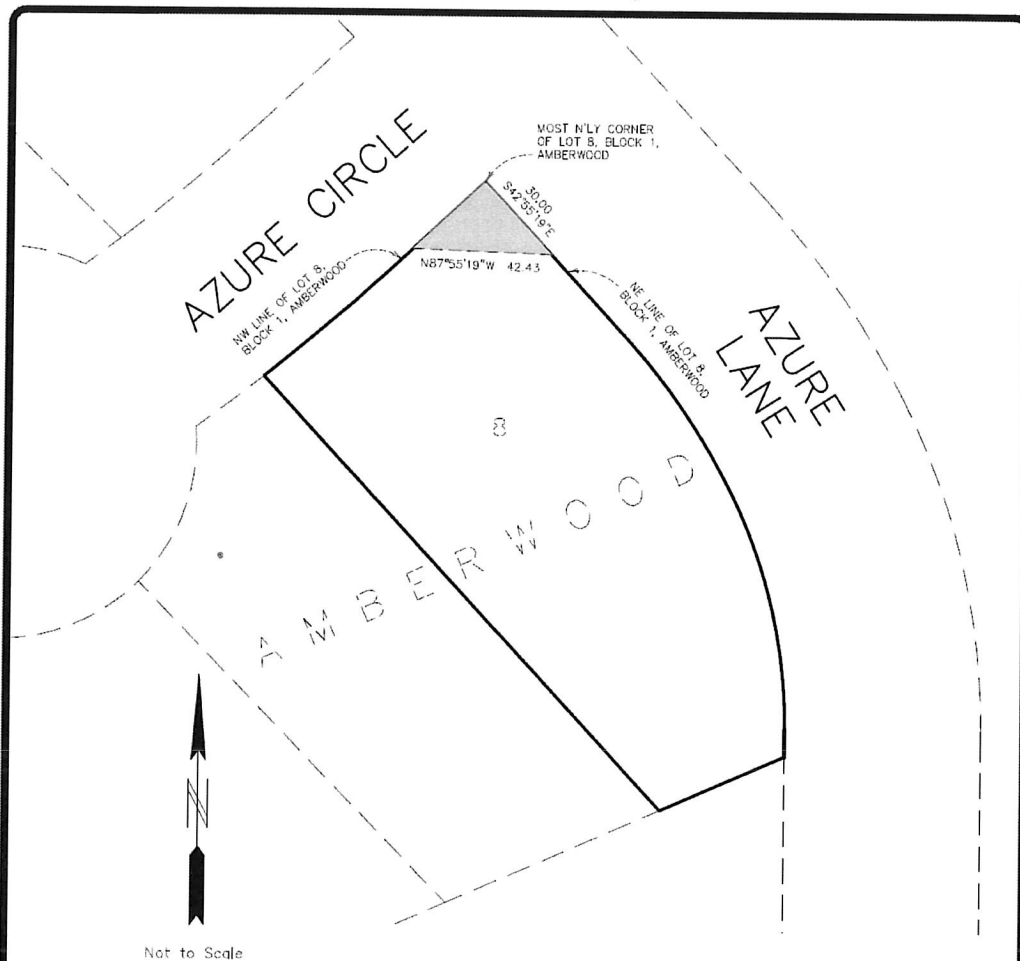
Lot 8, Block 1, Amberwood, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across all that part of Lot 8, Block 1, Amberwood, according to the recorded plat thereof Dakota County, Minnesota, lying northerly of the following described line:

Commencing at the most northerly corner of said Lot 8; thence on an assumed bearing of South 42 degrees 55 minutes 19 seconds East along the northeast line of said Lot 8, a distance of 30.00 feet to the point of beginning; thence North 87 degrees 55 minutes 19 seconds West, a distance of 42.43 feet to the northwest line of said Lot 8, there terminating.

Depiction of Easement Area (Part of Exhibit B)



PROPOSED RESTRICTED USE EASEMENT

A restricted use easement lying over, under and across all that part of Lot 8, Block 1, AMBERWOOD, according to the recorded plat thereof Dakota County, Minnesota, lying northerly of the following described line;

Commencing at the most northerly corner of said Lot 8; thence on an assumed bearing of South 42 degrees 55 minutes 19 seconds East, along the northeast line of said Lot 8, a distance of 30.00 feet to the point of beginning; thence North 87 degrees 55 minutes 19 seconds West, a distance of 42.43 feet to the northwest line of said Lot 8, there terminating.

(This legal description shall become valid upon recording the plat of AMBERWOOD)

* This sketch does not purport to show the existence or nonexistence of any encroachments from or onto the hereon described land, easements of record or unrecorded easements which affect said land or any improvements to said land



Denotes proposed easement

Sheet
1 of 1

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1911
Fax: (651) 681-9888
www.pioneereng.com

Cad File: 118373-EASEMENT
- RESTRICTED USE.dwg
Date: 7-18-2019
Folder #: 8313
Drawn by: TSS

Description Sketch for:
Krech Companies

© 2019 Pioneer Engineering, P.A.

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOTS 5 AND 6, BLOCK 2, AMBERWOOD,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOTS 5 AND 6, BLOCK 2, AMBERWOOD (Easement Agreement) is made this 23rd day of September, 2019, by and between Amberwood L.L.C., a Minnesota limited liability company (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as "the Property").

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent the City from traveling on the access easement granted to the City on the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon over that portion of the Property described and depicted in Exhibit B, attached hereto (hereinafter referred to as the "Restricted Easement Area"), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as

determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor 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 Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor 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 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement 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 Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor 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 terms and provisions of this Easement Agreement. The Grantor 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.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor 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 Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive 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 Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the

City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.
9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.
10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.
11. **Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Easement 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 Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Easement 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 Easement 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.
12. **Governing Law.** This Easement Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.
13. **Counterparts.** This Easement 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. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

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 23rd day of September, 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

GRANTOR:
AMBERWOOD L.L.C.

By: _____
William D. Krech
Its Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared William D. Krech, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Amberwood L.L.C., a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Amberwood L.L.C. by authority of the Boards of Governors of Amberwood L.L.C.

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 PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 5, Block 2, Amberwood and Lot 6, Block 2, Amberwood, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

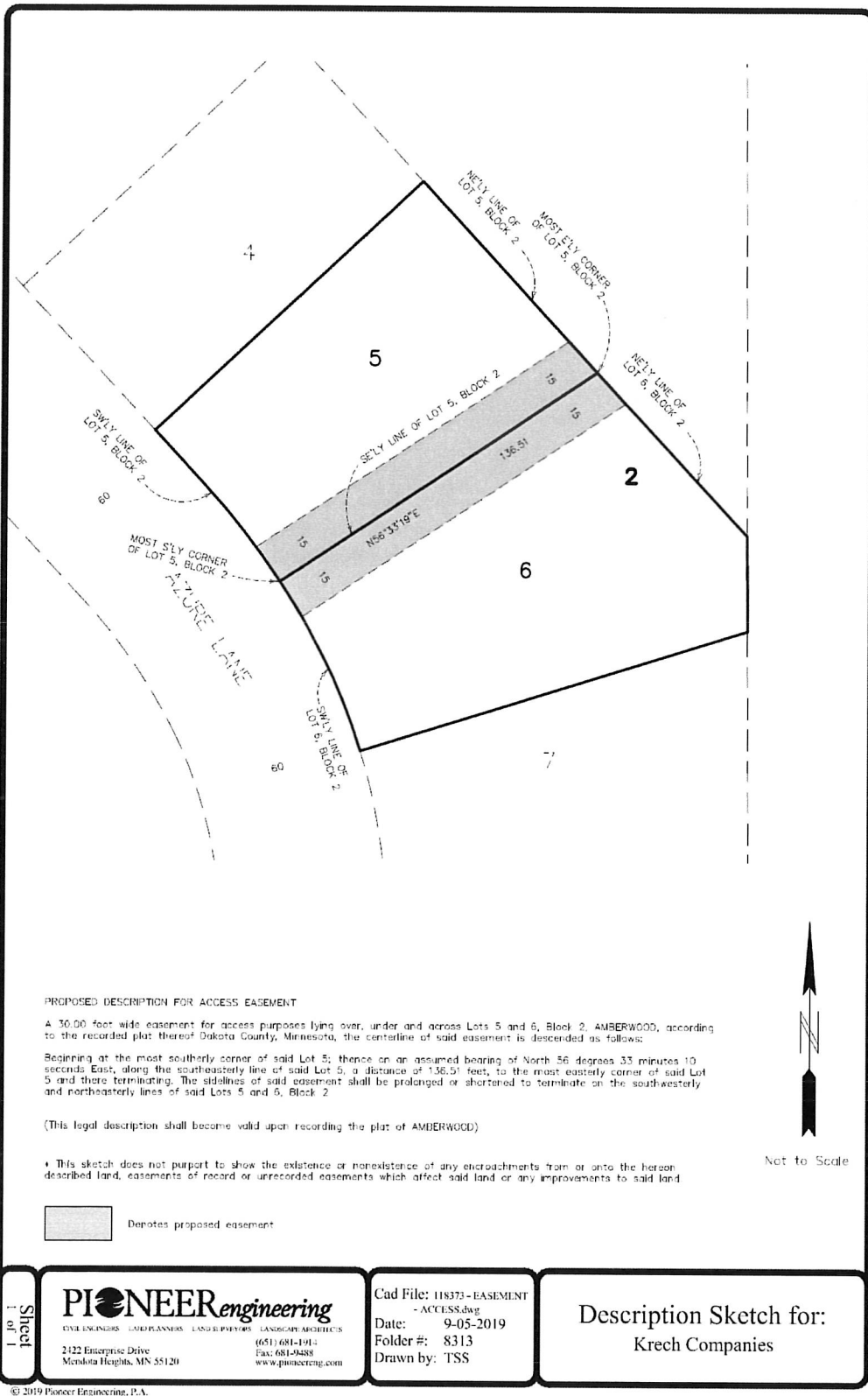
EXHIBIT B
RESTRICTED EASEMENT AREA

A 30.00 foot wide restricted use easement lying over, under and across Lots 5 and 6, Block 2, Amberwood, according to the recorded plat thereof Dakota County, Minnesota, the centerline of said easement is descended as follows:

Beginning at the most southerly corner of said Lot 5; thence on an assumed bearing of North 56 degrees 33 minutes 10 seconds East, along the southeasterly line of said Lot 5, a distance of 136.51 feet, to the most easterly corner of said Lot 5 and there terminating.

The sidelines of said easement shall be prolonged or shortened to terminate on the southwesterly and northeasterly lines of said Lots 5 and 6, Block 2.

Depiction of Easement Area (Part of Exhibit B)



ACCESS EASEMENT AGREEMENT
FOR LOT 5 AND LOT 6, BLOCK 2, AMBERWOOD
DAKOTA COUNTY, MINNESOTA

THIS ACCESS EASEMENT AGREEMENT FOR LOT 5 AND LOT 6, BLOCK 2, AMBERWOOD, DAKOTA COUNTY, MINNESOTA (“Agreement”) is made, executed and effective the 23rd day of September, 2019, by and between Amberwood L.L.C., a Minnesota limited liability company (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

WHEREAS, Grantor owns certain real property (hereinafter defined as the “Servient Parcel”) located in the City of Inver Grove Heights, County of Dakota, State of Minnesota, legally described on the attached **Exhibit A**.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City an easement for access and ingress and egress over the Servient Parcel.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the undersigned agree to the creation of the easement (the “Easement”) as herein set forth:

1. **Servient Parcel:**

The Servient Parcel means and is defined as follows:

The real property described on the attached Exhibit A.

2. **Easement Area:**

The Easement Area means and is defined as follows:

The real property described and depicted on the attached Exhibit B.

3. **Grant of Easement:**

Grantor hereby conveys and grants to City and its successors, permitted assigns and contractors a non-exclusive Easement for access and ingress and egress on

and over the Easement Area according to the terms hereof. The City hereby accepts such Easement and the duties and restrictions contained herein.

4. **Purposes and Uses of Easement:**

The City owns Outlot A, Amberwood, Dakota County, Minnesota. There is no direct access to Outlot A, Amberwood from the public street (Azure Lane) located in the plat of Amberwood. In order for the City to access Outlot A, Amberwood, the City needs an access easement from Lot 5 and Lot 6, Block 2, Amberwood. The purpose of this Easement is to permit the City and its successors, permitted assigns, and contractors to use the Easement Area as an access route from Azure Lane over Lot 5 and Lot 6, Block 2, Amberwood to Outlot A, Amberwood so that City may access the infiltration basin and related appurtenances located on Outlot A, Amberwood in the event the City needs to inspect, maintain and repair the infiltration basin.

5. **Restrictions on Use:**

The City shall only use the Easement Area if and when the City has the need to inspect, maintain, or repair the infiltration basin and related appurtenances or restore the Easement Area. Only vehicles owned by the City or owned by contractors hired by the City may travel on the Easement Area. This Easement does not create a public right of way; it only creates a limited access route for the City and its contractors for the purposes above stated.

6. **Benefited Parties:**

The Easement created herein is for the sole benefit of the City, its successors, permitted assigns and contractors. The City agrees to adhere to the terms and conditions stated herein, and the City shall cause its successors, permitted assigns and contractors to adhere to the terms and conditions stated herein.

7. **No Pavement or Gravel Base:**

The City will not install any bituminous or concrete pavement in the Easement Area.

8. **Inspections:**

If the City needs to use the Easement Area as an access route for inspection of the infiltration basin and related appurtenances, and if no construction, maintenance, repair or restoration otherwise needs to be done by the City at that time, then access over the Easement Area shall be limited to pedestrian travel only, and vehicles shall not be employed. City owned vehicles and vehicles owned by contractors hired by the City may travel over the Easement Area only when from

time to time the City needs to construct, maintain, or repair the infiltration basin or appurtenances or restore the Easement Area.

9. **Duration of Easement:**

The Easement created hereby is perpetual and runs with the Servient Parcel and shall be binding upon the Servient Parcel.

10. **No Unreasonable Interference:**

The City's use of the Easement Area shall not unreasonably interfere with Grantor's ability to use the Easement Area.

11. **Binding Effect:**

The terms and conditions of this Agreement shall be binding upon the parties, their successors and permitted assigns. This Agreement shall run with the Servient Parcel.

12. **Indemnification of Grantor:**

The City hereby agrees to indemnify, defend and hold Grantor and its trustees, employees, students, agents and invitees harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that Grantor or its trustees, employees, students, agents and invitees incur or suffer, which arise out of, result from or relate to the use of the Easement Area for Easement purposes by the City and its successors, assigns and contractors, except to the extent the claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies arise out of, result from or relate to Grantor's negligence.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year aforesaid by their duly authorized representatives.

CITY:
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 23rd day of September, 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

GRANTOR:
AMBERWOOD L.L.C.

By: _____
William D. Krech
Its Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared William D. Krech, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Amberwood, L.L.C., a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Amberwood L.L.C. by authority of the Boards of Governors of Amberwood L.L.C.

Notary Public

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

**AFTER RECORDING, PLEASE
RETURN 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 SERVIENT PARCEL

Lot 5, Block 2, Amberwood and Lot 6, Block 2, Amberwood, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

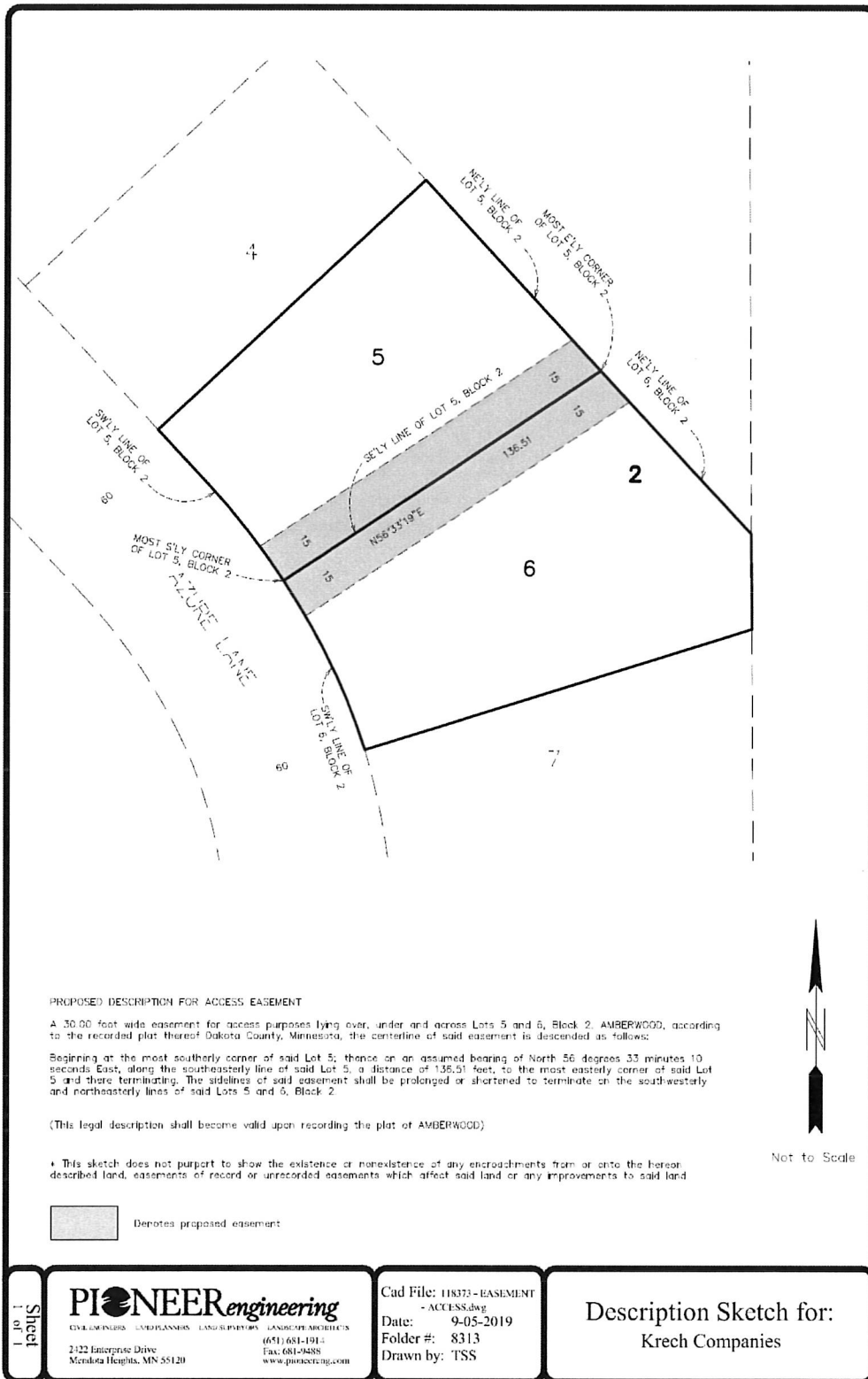
EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

A 30.00 foot wide non-exclusive easement for access, ingress and egress purposes lying over, under and across Lots 5 and 6, Block 2, Amberwood, according to the recorded plat thereof Dakota County, Minnesota, the centerline of said easement is descended as follows:

Beginning at the most southerly corner of said Lot 5; thence on an assumed bearing of North 56 degrees 33 minutes 10 seconds East, along the southeasterly line of said Lot 5, a distance of 136.51 feet, to the most easterly corner of said Lot 5 and there terminating.

The sidelines of said easement shall be prolonged or shortened to terminate on the southwesterly and northeasterly lines of said Lots 5 and 6, Block 2, Amberwood.

EXHIBIT B (CONTINUED)
DEPICTION OF EASEMENT AREA



© 2019 Pioneer Engineering, P.A.

TEMPORARY CUL-DE-SAC
EASEMENT AGREEMENT

THIS TEMPORARY CUL-DE-SAC EASEMENT AGREEMENT (Agreement) is made this 23rd day of September, 2019, between Amberwood L.L.C., a Minnesota limited liability company (“Landowner”) and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (“City”).

Landowner for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, does grant and convey to the City, its successors and assigns, a temporary easement for street, drainage and utility purposes over, under, across and through real property located in Dakota County, Minnesota, legally described and depicted on the attached **Exhibit A** (hereafter referred to as the “Easement Area”), including the right of the City, its contractors, agents and servants to enter upon the Easement Area at all reasonable times for purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration purposes and all such purposes ancillary thereto, and to maintain the above Easement Area, any improvements and any underground pipes, conduits, or mains together with the right of City, its contractors, agents and servants to remove from the Easement Area trees, brush, undergrowth and other obstructions, as well as the right to deposit earthen materials in and upon the Easement Area.

This temporary easement shall expire when Azure Lane is extended southerly (south of Lot 10, Block 1, Amberwood and Lot 10, Block 2, Amberwood) and opened for public vehicular traffic.

Within 30 days after expiration of this Easement, the City, at its own expense, will record with the Dakota County Recorder, a release of this Agreement.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys’ fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants, which may have existed on, or which relate to the Easement Area or property prior to the date hereof.

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

Landowner, for itself and its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises described on Exhibit A and has good right to grant and convey the easement herein to the City.

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

IN WITNESS WHEREOF, Landowner and the City have executed this Temporary Cul-de-sac Easement Agreement the day and year aforementioned.

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 23rd day of September, 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:
AMBERWOOD L.L.C.

By: _____
William D. Krech
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared William D. Krech, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Amberwood L.L.C., a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Amberwood L.L.C. by authority of the Boards of Governors of Amberwood L.L.C.

Notary Public

This Instrument Was Drafted By:

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

After Recording, Please Return This

Instrument To:

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

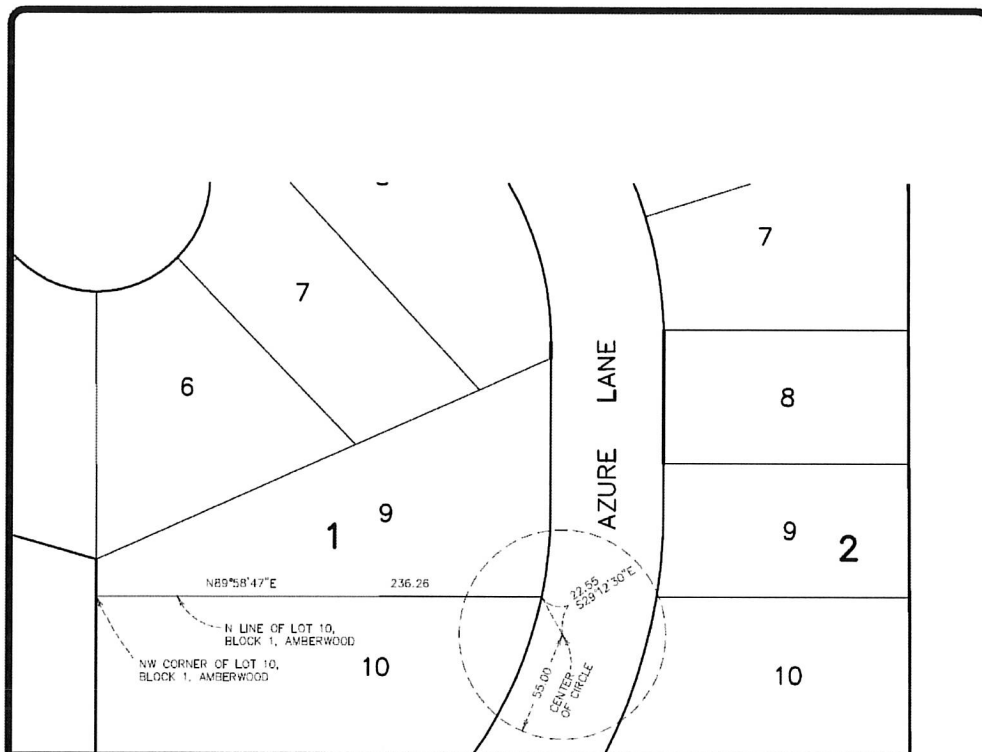
EXHIBIT A
DESCRIPTION AND DEPICTION OF EASEMENT AREA

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

A temporary easement for turnaround purposes lying over, under and across those parts of Lots 9 and 10, Block 1 and Lot 10, Block 2, Amberwood, according to the recorded plat thereof Dakota County, Minnesota, which lie within the circumference of a circle, having a radius of 55.00 feet, the center of said circle is described as follows:

Commencing at the northwest corner of said Lot 10; thence on an assumed bearing of North 89 degrees 58 minutes 47 seconds East along the north line of said Lot 10, a distance of 236.26 feet to the westerly right of way line of Azure Lane as delineated on said plat of Amberwood; thence South 29 degrees 12 minutes 30 seconds East, a distance of 22.55 feet to the center of said temporary easement.

EXHIBIT A (CONTINUED)
Depiction of Easement Area



Not to Scale

PROPOSED DESCRIPTION FOR A TEMPORARY TURNAROUND EASEMENT

A temporary easement for turnaround purposes lying over, under and across those parts of Lots 9 and 10, Block 1 and Lot 10, Block 2, AMBERWOOD, according to the recorded plat thereof Dakota County, Minnesota, which lie within the circumference of a circle, having a radius of 55.00 feet, the center of said circle is described as follows;

Commencing at the northwest corner of said Lot 10; thence on an assumed bearing of North 89 degrees 58 minutes 47 seconds East along the north line of said Lot 10, a distance of 236.26 feet to the westerly right of way line of Azure Lane as delineated on said AMBERWOOD; thence South 29 degrees 12 minutes 30 seconds East, a distance of 22.55 feet to the center of said temporary easement.

Said temporary easement shall expire on _____.

(This legal description shall become valid upon recording the plat of AMBERWOOD)

* This sketch does not purport to show the existence or nonexistence of any encroachments from or onto the hereon described land, easements of record or unrecorded easements which affect said land or any improvements to said land.

Sheet
1 of 1

PIONEEREngineering

CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
 2422 Enterprise Drive
 Mendota Heights, MN 55120
 (651) 681-1911
 Fax: 681-9488
 www.pioneereng.com

Cad File: 118373 -
 EASEMENT -
 TEMP TURN.dwg
 Date: 7-18-2019
 Folder #: 8313
 Drawn by: TSS

Description Sketch for:
 Krech Companies

© 2019 Pioneer Engineering, P.A.

WARRANTY DEED

Corporation, Partnership or Limited Liability Partnership
to Corporation, Partnership or Limited Liability Partnership

DEED TAX DUE: \$ 1.65

Date: September 23, 2019

FOR VALUABLE CONSIDERATION, Amberwood L.L.C., a Minnesota limited liability company, ("Grantor"), hereby conveys and warrants to City of Inver Grove Heights, a municipal corporation under the laws of Minnesota, ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

Outlot A, Amberwood, according to the plat thereof on file and of record in the office of the County Recorder, Dakota County, Minnesota.

total consideration for this transfer is less than \$500.00.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: Easements, restrictions and reservations of record, if any.

Check box if applicable:

- ☐ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document.
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

AMBERWOOD L.L.C.

By: _____
William D. Krech
Its: Chief Manager

STATE OF MINNESOTA)

COUNTY OF DAKOTA)

On this ____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared William D. Krech, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Amberwood L.L.C., a Minnesota limited liability company and that the foregoing instrument was executed on behalf of Amberwood L.L.C. by authority of the Board of Governors of said limited liability company.

NOTARIAL STAMP OR SEAL

SIGNATURE OF NOTARIAL OFFICER _____

Title (and Rank): Notary Public

My commission expires: _____

Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for real property described in this instrument
should be sent to: (include name and address of Grantee)

City of Inver Grove Heights

ATTN: Finance Director

8150 Barbara Avenue

Inver Grove Heights, MN 55077

This Instrument Was Drafted By:

Timothy J. Kuntz

LeVander, Gillen & Miller, P.A.

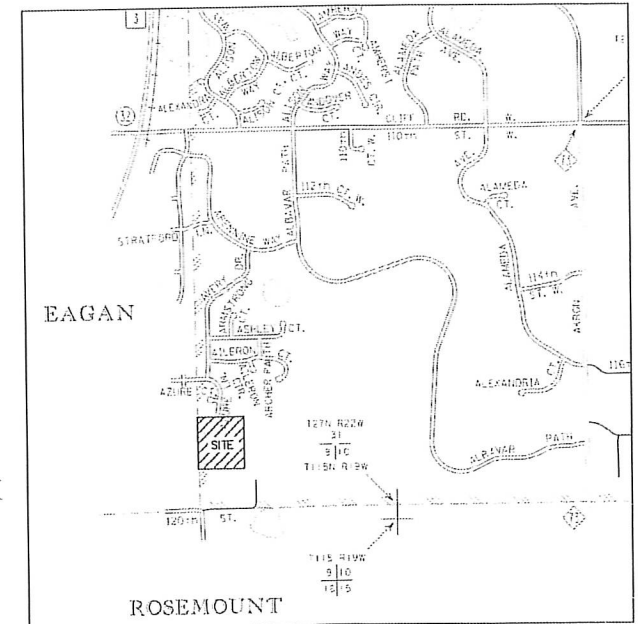
633 South Concord Street, Suite 400

South St. Paul, MN 55075

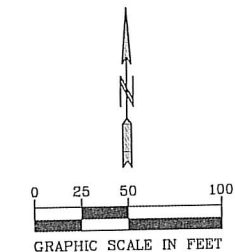
Ph: 651-451-1831 / Fax: 651-450-7384

#58993

AMBERWOOD UTILITY & STREET CONSTRUCTION PLAN INVER GROVE HEIGHTS, MINNESOTA



LOCATION MAP



BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV. = 980.18

- SHEET INDEX**
- 1.0 COVER SHEET
 - 1.1 LEGEND SHEET
 - 2.1-2.2 SANITARY SEWER & WATERMAIN
 - 3.0 STORM SCHEDULE
 - 3.1-3.3 STORM SEWER
 - 3.4 DRAINTILE PLAN
 - 4.1-4.2 STREET CONSTRUCTION
 - 5.1 SIGN & LIGHTING PLAN
 - 6.1-6.5 DETAILS

PRINTED

AUG 28 2019

PIONEER
ENGINEERING, P.A.

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

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

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

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

Date: 8/28/2019



Know what's below.
Call before you dig.

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CIVIL ENGINEERS LAND PLANNERS LAND SERVICES LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

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.

Name: Paul J. Chene
Reg. No.: 19869
Date: 7-25-2019

Revisions:
1. 8/16/2019 City Comments
2. 8/28/2019 City Comments

Date: 7-25-2019
Designed: PIC
Drawn: MHC

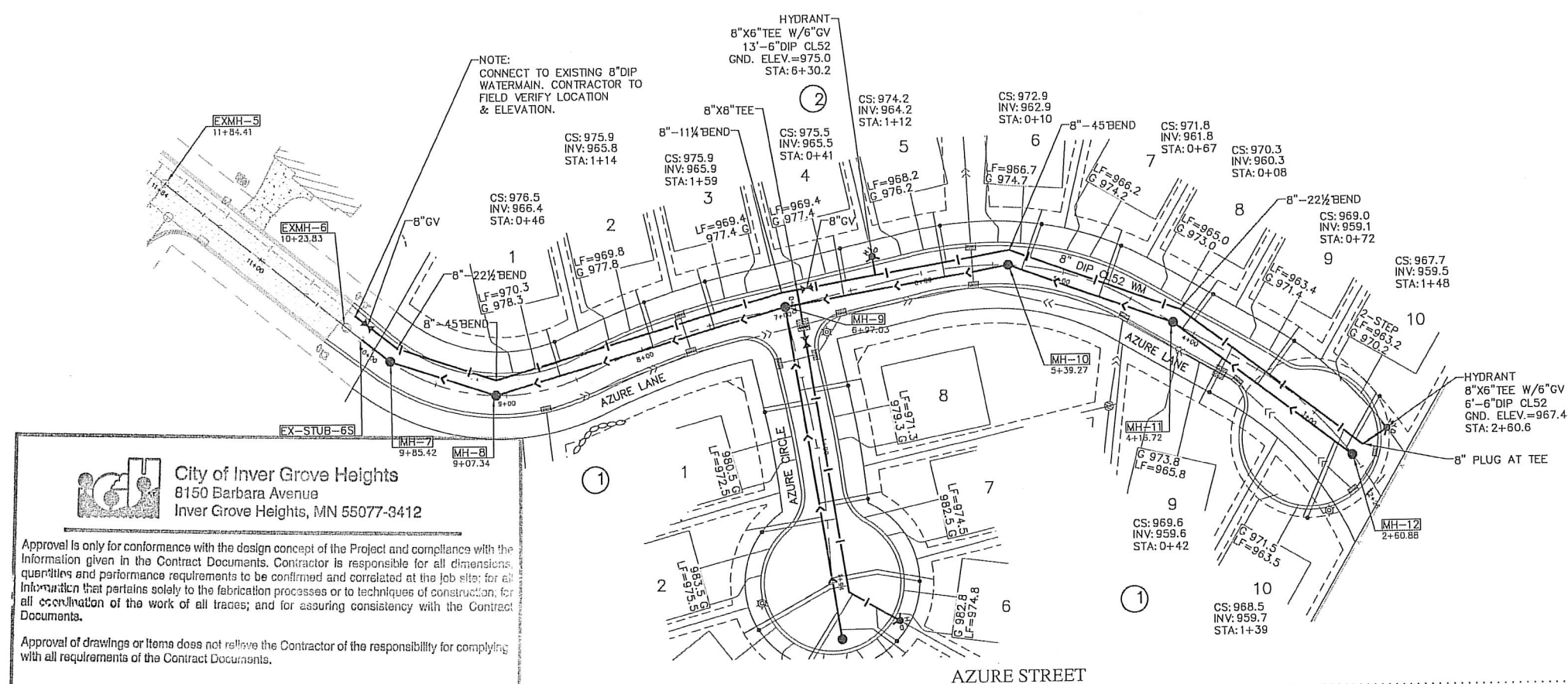
COVER SHEET

AMBERWOOD, LLC
5866 BLACKSHIRE PATH
INVER GROVE HEIGHTS, MN 55076

AMBERWOOD
INVER GROVE HEIGHTS, MINNESOTA

1.0 OF 17

OUTLOT A



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

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

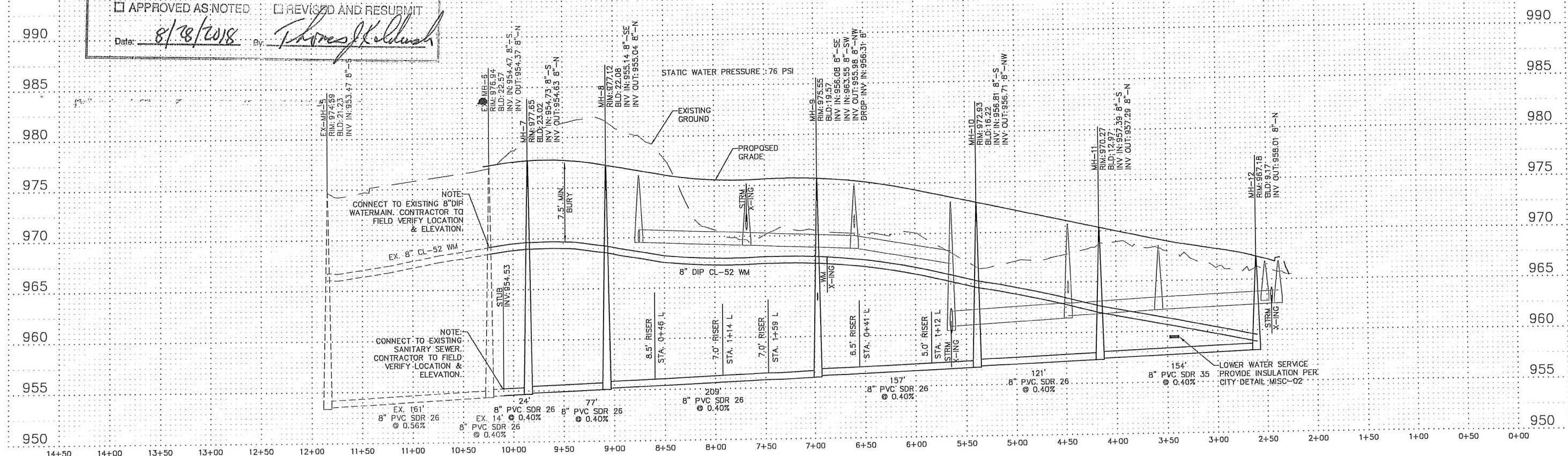
☒ APPROVED ☐ DISAPPROVED
☐ APPROVED AS NOTED ☐ REVISED AND RESUBMIT

Date: 8/28/2018 By: Thomas J. Kildush

SANITARY & WATERMAIN CONSTRUCTION NOTES

1. SANITARY SEWER SERVICE WYES ARE STATIONED FROM DOWNSTREAM MANHOLE.
2. WATER MAIN SERVICES SHALL TERMINATE AT THE ROW
3. SANITARY SERVICES SHALL EXTEND 10' PAST ROW
3. SANITARY SEWER TRACER WIRE BOX SHALL BE PLACED AT ROW
4. IF SEWER SERVICE CONDUCTIVITY BOX OR WATER CURB BOX IS PLACED IN DRIVEWAY A FORD A-1 COVER OR EQUAL MUST BE PROVIDED. BOX MUST BE MARKED WITH SEWER OR WATER RESPECTIVELY.
5. ALL SANITARY SEWER SERVICES AND RISERS SHALL BE 4" P.V.C. (SDR 26), UNLESS OTHERWISE NOTED, WITH A MINIMUM SERVICE GRADE OF 2%.
6. WATER SERVICES ARE 3' UP STREAM FROM SANITARY SERVICE WITH A MIN 7.5' BURY.
7. ALL WATER SERVICES SHALL BE 1" (TYPE "K") COPPER UNLESS OTHERWISE NOTED.
8. ALL D.I.P. WATER MAIN SHALL BE CLASS 52 UNLESS OTHERWISE NOTED.
8. ALL HYDRANTS SHALL BE PLACED 4' BEHIND CURB. ALL HYDRANT G.V. SHALL BE 1' BEHIND CURB.
10. SANITARY SEWER PIPE SDR 35 & 26 SHALL BE ASTM D-3034A.
11. ALL UTILITY CONFLICTS SHALL BE RESOLVED ACCORDING TO CITY STANDARD SPECIFICATIONS.
12. CONTRACTOR RESPONSIBLE FOR ALL TRENCH DESIGN AND MEETING ALL OSHA REGULATIONS.
13. MAINTAIN 10' HORIZONTAL AND 1.5' VERTICAL SEPARATION BETWEEN SANITARY SEWER AND WATERMAIN.
14. SANITARY SEWER INVERT ELEVATIONS ARE AT END OF SERVICE.
15. ACTIVATION OF WATERMAIN SYSTEM SHALL BE PERFORMED BY CITY PERSONNEL ONLY.
16. DEFLECTION TESTING FOR ALL NON-RIGID PIPE SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE FOR 30 DAYS.
17. THE SEWER AND WATER SERVICES SHALL BE INCLUDED IN THE PRESSURE AND LEAKAGE TESTING REQUIREMENTS FOR THE MAIN LINES.
18. ALL DIP SANITARY SEWER SHALL HAVE CERAMIC EPOXY LINING.

BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV. = 980.18



PIE NEER *engineering*

CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

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.

Name Paul J. Cherne
Paul J. Cherne
Reg. No. 19860 Date 7-25-2019

Revisions
1. 8/16/2019 City Comments
2. 8/28/2019 City Comments

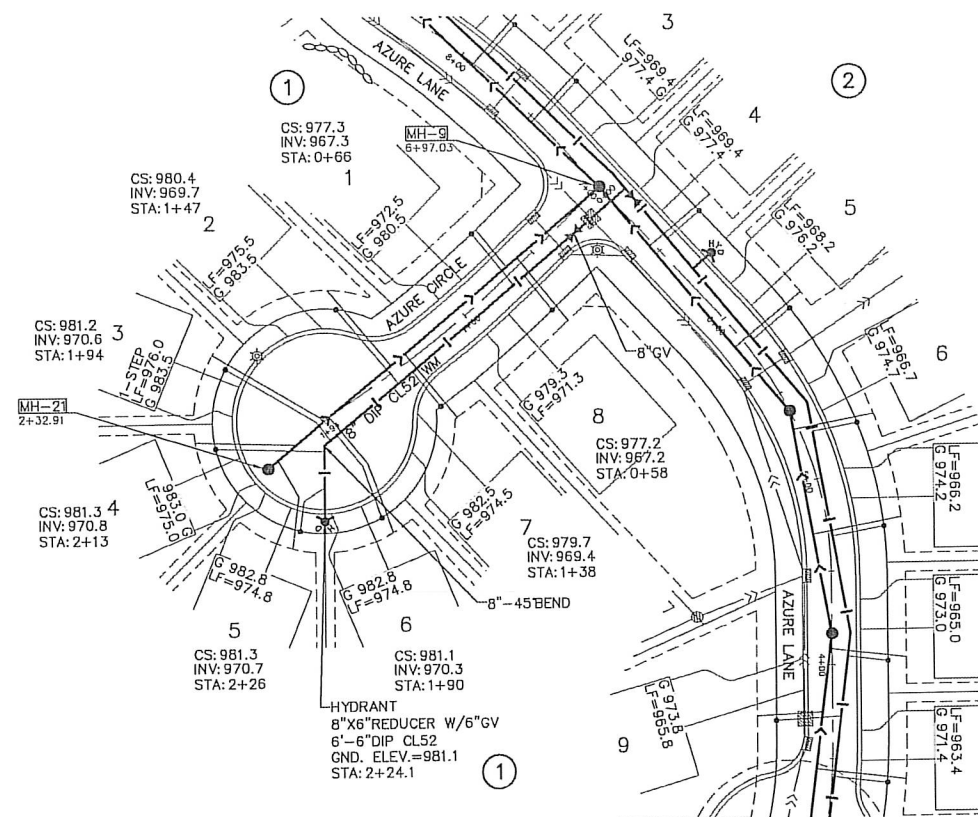
Date	7-25-2019
Designed	PJC
Drawn	MPC

SANITARY SEWER & WATERMAIN

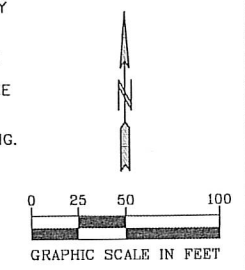
AMBERWOOD, LLC
5866 BLACKSHIRE PATH
INVER GROVE HEIGHTS, MN 55076

AMBERWOOD
INVER GROVE HEIGHTS, MINNESOTA

2.1 OF 17

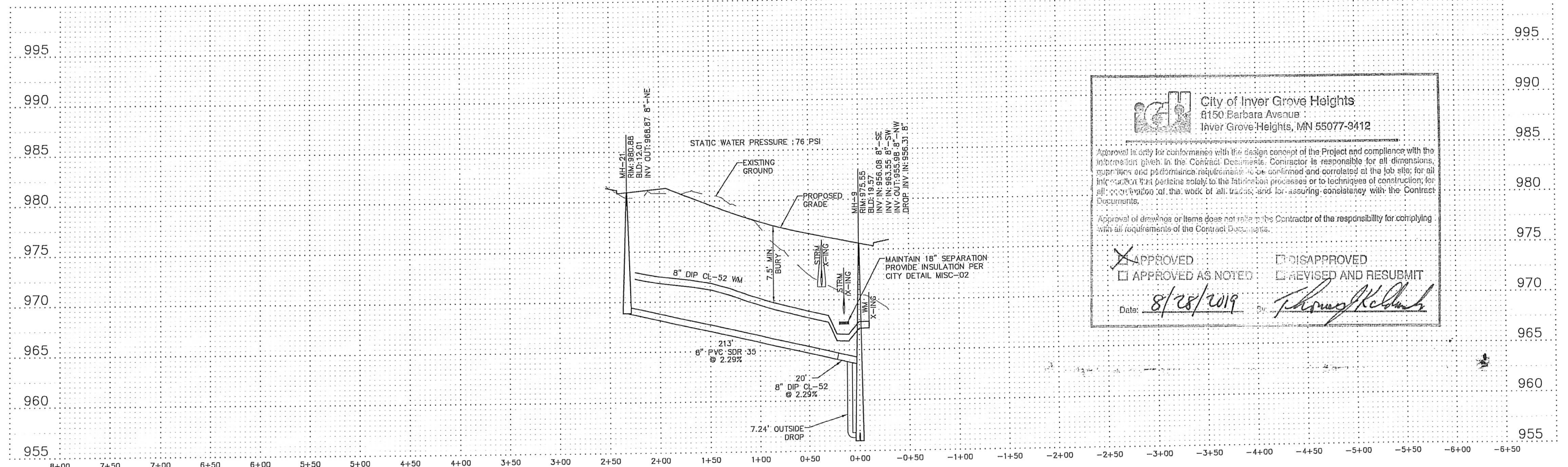


- SANITARY & WATERMAIN CONSTRUCTION NOTES**
1. SANITARY SEWER SERVICE WYES ARE STATIONED FROM DOWNSTREAM MANHOLES.
 2. WATER MAIN SERVICES SHALL TERMINATE AT THE ROW. SANITARY SERVICES SHALL EXTEND 10' PAST ROW.
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BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV.= 980.18

AZURE CIRCLE



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

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

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

☒ **APPROVED**

☐ **APPROVED AS NOTED**

Date: 8/28/2019

☐ **DISAPPROVED**

☐ **REVISED AND RESUBMIT**

By: [Signature]



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

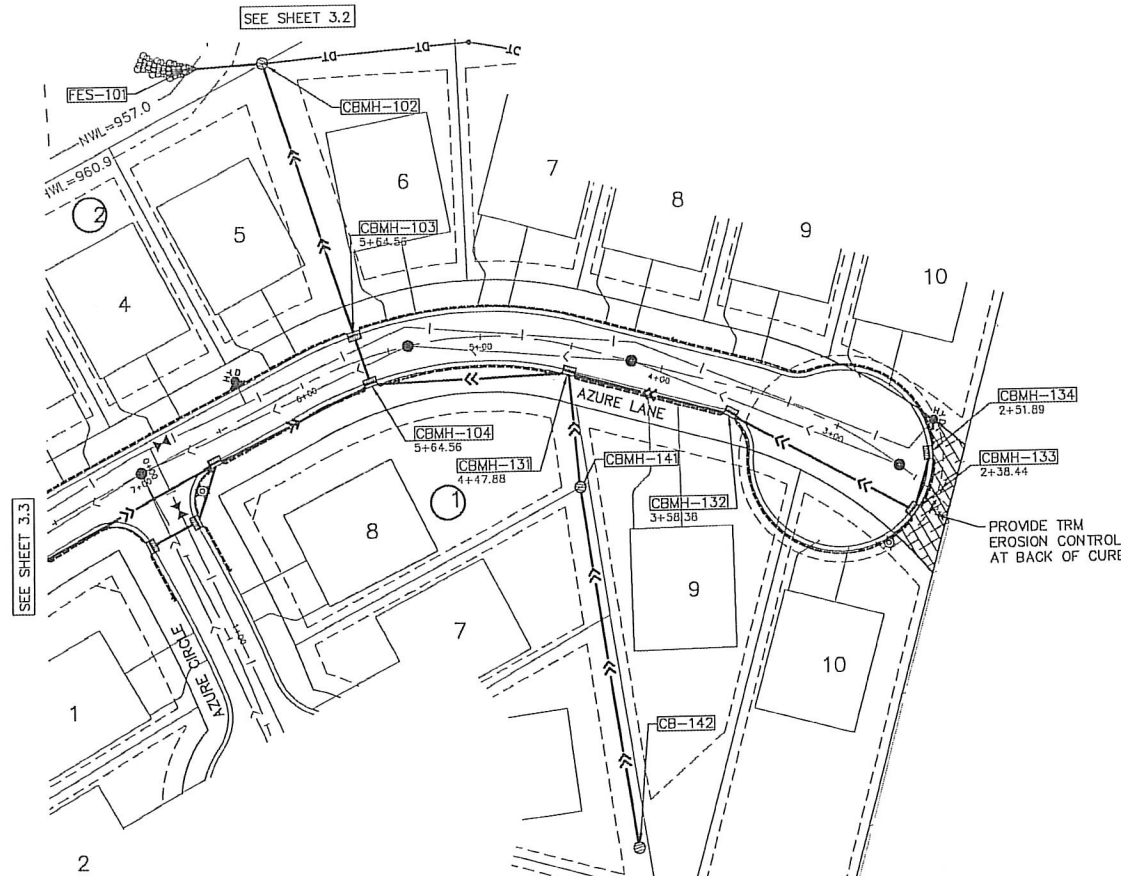
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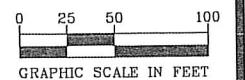
☒ APPROVED ☐ DISAPPROVED
☐ APPROVED AS NOTED ☐ REVISED AND RESUBMIT

Date: 8/28/2019

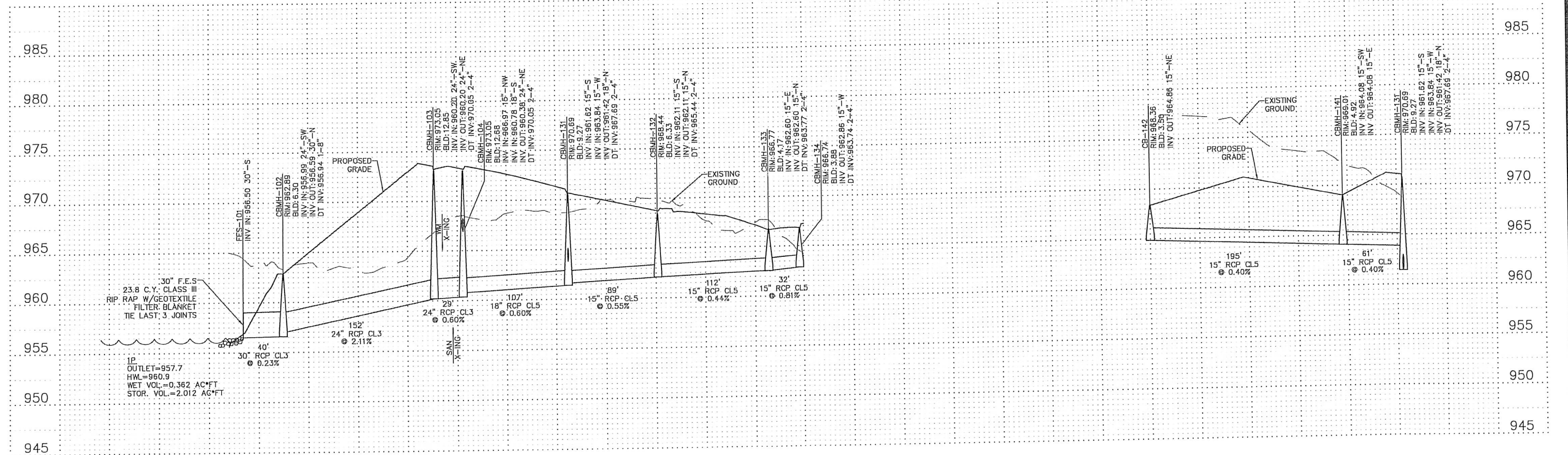
By: Thomas J. Kellum



- STORM SEWER CONSTRUCTION NOTES**
1. FINAL STRUCTURE OFF-SET TO BE VERIFIED BY CONTRACTOR AND INSPECTOR BASED ON MATERIAL SUPPLIED TO PROJECT. FIELD STAKING SET ACCORDING TO BACK OF CURB.
 2. INSTALL SEDIMENT CONTROL BARRIER INSERTS ON ALL CATCH BASINS (SEE DETAIL EC-04)
 3. SEE SHEET 3.4 FOR DRAINILE INFORMATION
 4. R-4342 CASTING SHALL HAVE CONCRETE FRAME (SEE DETAIL STM-07)
 5. PLACE ANTI-SEEPAGE COLLAR AROUND STORM PIPE THAT IS PLACED IN EMBANKMENTS THAT WILL HOLD WATER & ON STEEP PIPE. ENSURE EMBANKMENT MATERIAL HAS CHARACTERISTICS TO CONTAIN WATER (SCS STANDARDS)



BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV.= 980.18



PIONEERengineering

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2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

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
Name: Paul J. Kellum
Reg. No.: 19860
Date: 7-25-2019

Revisions:
1. 8/16/2019 City Comments
2. 8/28/2019 City Comments

Date: 7-25-2019
Designed: PJC
Drawn: MFC

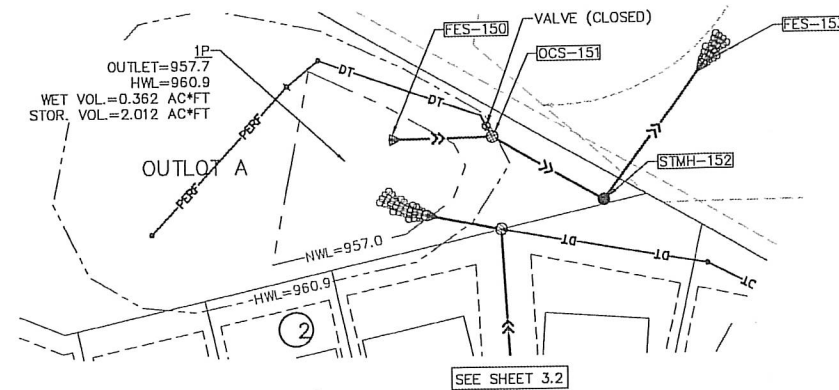
STORM SEWER

AMBERWOOD, LLC
5866 BLACKSHIRE PATH
INVER GROVE HEIGHTS, MN 55076

AMBERWOOD
INVER GROVE HEIGHTS, MINNESOTA

01-ENG-118373-SHEET-STRM
3.1 OF 17

- STORM SEWER CONSTRUCTION NOTES**
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BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV.= 980.18

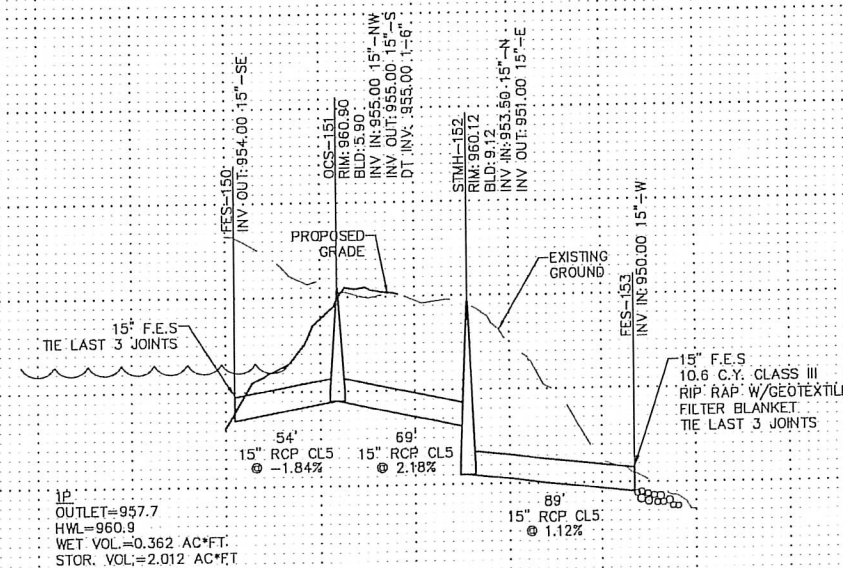
City of Inver Grove Heights
8100 Belmont Avenue
Inver Grove Heights, MN 55077-3412

Approved for construction with the design and compliance with the technical specifications of the Contract. The Contractor is responsible for all dimensions and construction requirements. The Engineer is responsible for the design and construction of the work of the Contractor, ensuring consistency with the Contract documents.

Approved of drawings or items does not release the Contractor of the responsibility for complying with all requirements of the Contract documents.

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

Date: 8/28/2019 By: Thomas J. Kellum



PIONEER Engineering

CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
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Fax: 681-9488
www.pioneereng.com

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.

Name: Paul J. Chome
Reg. No. 1980 Date: 7-25-2019

Revisions:
1. 8/14/2019 City Comments
2. 8/28/2019 City Comments

Date: 7-25-2019
Designed: JPC
Drawn: MPC

STORM SEWER

AMBERWOOD, LLC
5866 BLACKSHIRE PATH
INVER GROVE HEIGHTS, MN 55076

AMBERWOOD
INVER GROVE HEIGHTS, MINNESOTA

3.2 OF 17



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

Approval is only for performance with intent and contract of the Project and compliance with the City of Inver Grove Heights, Minnesota. Contractor is responsible for all dimensions, quantities and performance requirements as shown and correlated at the job site for all the work shown herein solely to the intent and contract of the Project and compliance with the City of Inver Grove Heights, Minnesota. Approval of drawings or items does not relieve the Contractor of the responsibility for complying with all requirements of the Contract Documents.

☒ APPROVED

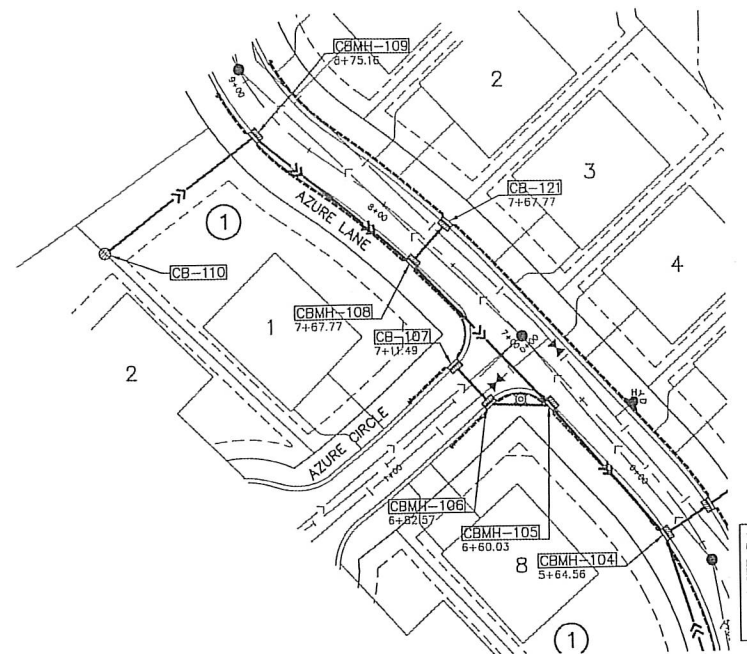
☐ APPROVED AS NOTED

☐ DISAPPROVED

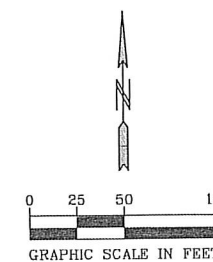
☐ REVISED AND RESUBMIT

Date: 8/28/2019

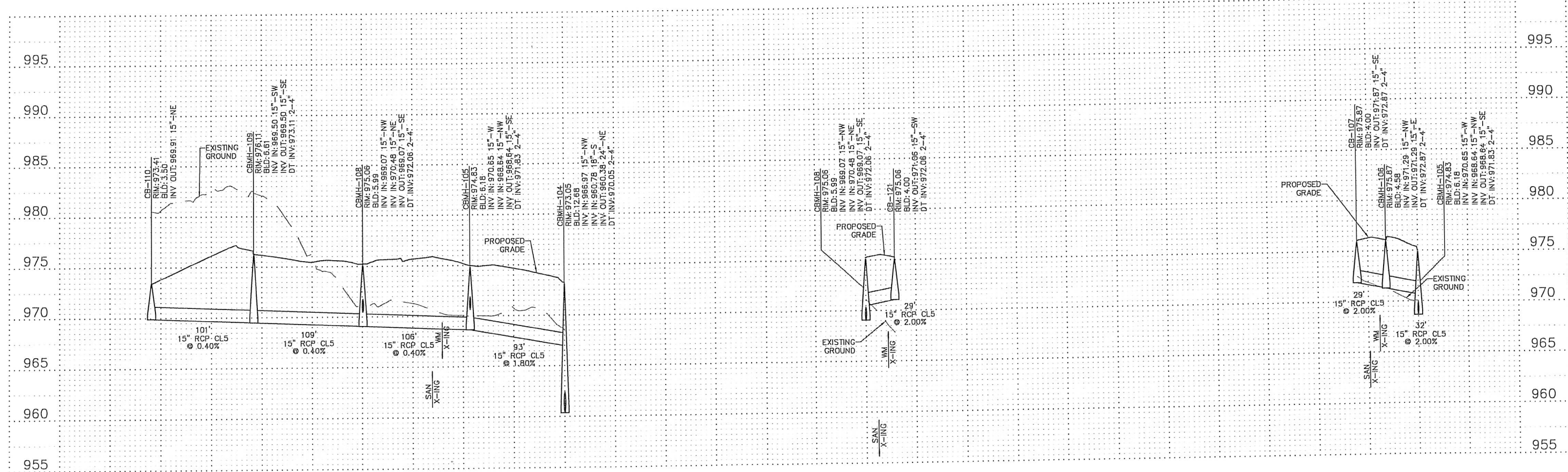
By: Thomas J. Kellert



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BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV. = 980.18



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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.

Name: Paul J. Chene
Rep. No.: 19860
Date: 7-25-2019

Revisions
1. 8/16/2019 City Comments
2. 8/28/2019 City Comments

Date: 7-25-2019
Designed: PIC
Drawn: MPC

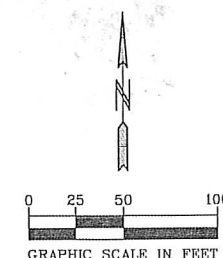
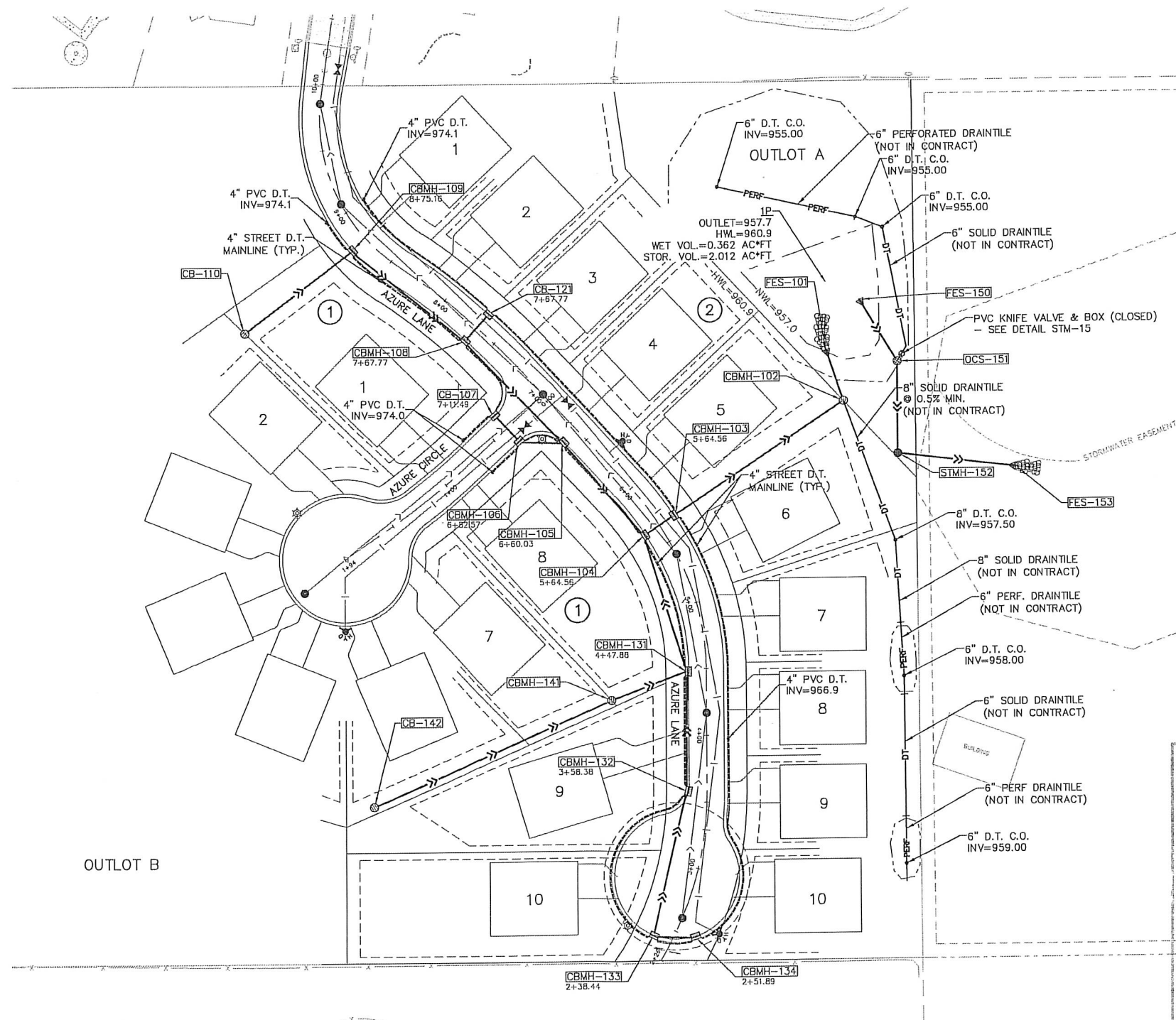
STORM SEWER

AMBERWOOD, LLC
3866 BLACKSHIRE PATH
INVER GROVE HEIGHTS, MN 55076

AMBERWOOD
INVER GROVE HEIGHTS, MINNESOTA

3.3 OF 17

- DRAINTILE NOTES:**
1. INFILTRATION BASIN DRAINTILE TO BE 4-INCH WITH KNIT SOCK, VALVES, AND SCREW CAP CLEANOUTS.
 2. ALL DRAINTILE TO DAYLIGHT INTO MANHOLE, CATCHBASIN OR INTO A HEADWALL STRUCTURE.
 3. CLEANOUTS SHALL BE PROTECTED WITH A FORD A-1 COVER.
 4. ALL BASINS SHALL HAVE A 4-INCH INSPECTION TUBE INSTALLED WITH SCREW CAP. (SEE DETAIL STM-14)



BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV.= 980.18

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

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

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

☒ APPROVED ☐ DISAPPROVED
☐ APPROVED AS NOTED ☐ REVISED AND RESUBMIT
 Date: 8/28/2019 By: Thomas J. Kolden

PIONEERengineering
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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.
Name: Paul J. Chene
Reg. No.: 19850
Date: 7-25-2019

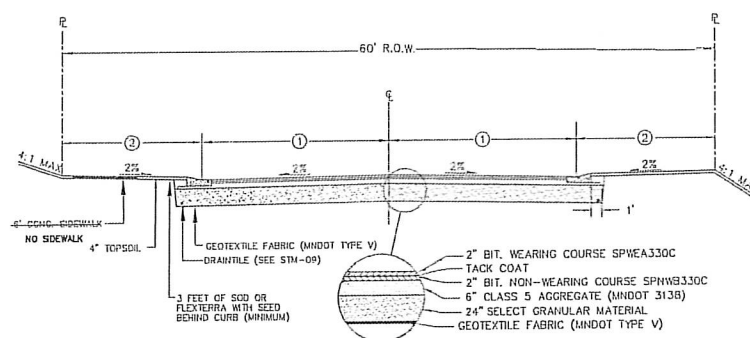
Revisions:
1. 8/16/2019 City Comments
2. 8/28/2019 City Comments

Date: 7-25-2019
Designed: PJC
Drawn: MPC

DRAINTILE PLAN

AMBERWOOD, LLC
5866 BLACKSHIRE PATH
INVER GROVE HEIGHTS, MN 55076

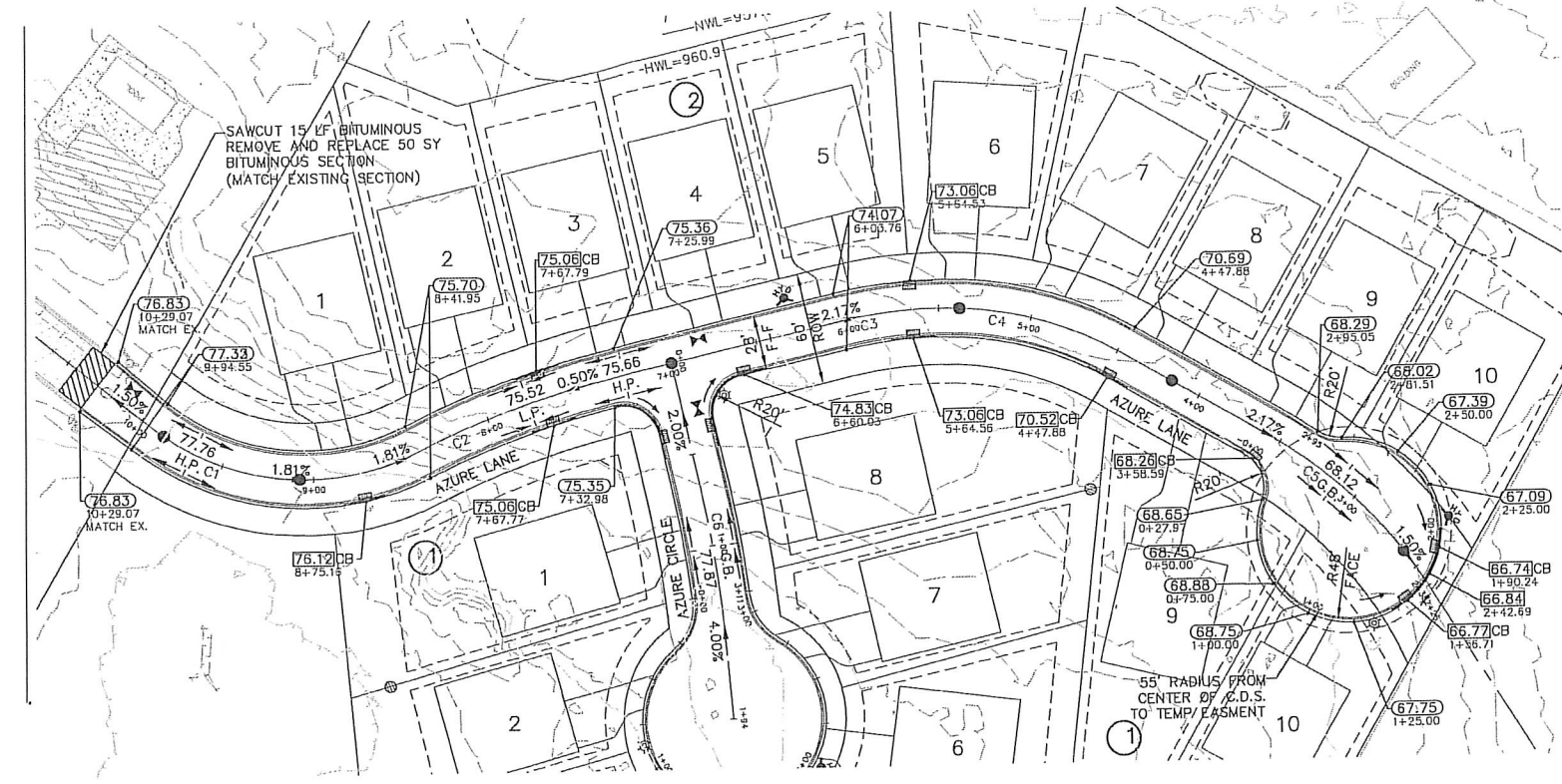
AMBERWOOD
INVER GROVE HEIGHTS, MINNESOTA



- ① 18' FOR PARKING ON BOTH SIDES OF STREET
14' FOR PARKING ON ONE SIDE OF STREET
- ② 12' FOR PARKING ON BOTH SIDES OF STREET
16' FOR PARKING ON ONE SIDE OF STREET

1. ALL RADI SHALL BE 68 CURB AND GUTTER WITH 10' TRANSITIONS FROM EACH SIDE OF RADIUS.
2. FOR CATCHBASIN TRANSITIONS SEE STR-07
3. DRAINAGE SHALL BE INSTALLED AT ALL CATCHBASINS AND AS DIRECTED BY THE ENGINEER
4. BOTH CONCRETE SIDEWALK AND BITUMINOUS TRAIL TO BE INSTALLED ON URBAN COLLECTOR STREETS.
5. TRAIL SHALL BE INSTALLED ON THE NORTH AND EAST SIDE OF STREET.
6. SIDEWALK TO BE INSTALLED ON THE SOUTH AND WEST SIDE OF STREET.
7. SIDEWALK IS FOR TRAIL AND SIDEWALK SECTIONS
8. SIDEWALK AND TRAIL TYPICALLY PLACED 1' FROM PROPERTY LINE
9. MUST MAINTAIN A MINIMUM OF 6' BOWLEND FOR SNOW STORAGE
10. IF STREET IS PLACED ON A 50' RIGHT OF WAY A SIDEWALK EASEMENT WILL BE REQUIRED TO MAINTAIN THE 6' BOWLEND FOR SNOW STORAGE

URBAN STREET SECTION
LOCAL STREET (R.T.S.)

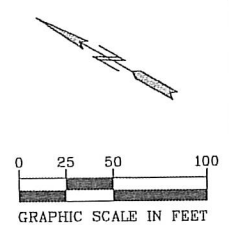


CURB LEGEND

- 08.15 = GUTTER LINE ELEVATION FOR D428 SURMOUNTABLE CURB
- 08.32 = GUTTER LINE ELEVATION FOR B618 CURB
- 07.82 = BITUMINOUS ELEVATION
- ===== SURMOUNTABLE D428 CURB & GUTTER (CITY PLATE STR-06)
- ===== B618 CURB & GUTTER (CITY PLATE STR-06)
- ===== BITUMINOUS EDGE

CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC	PT
C1	64°46'49"	152.63	135.00	85.64	8+41.95	9+94.58
C2	13°17'16"	115.96	500.00	58.24	7+25.99	8+41.95
C3	15°50'38"	65.54	237.00	32.98	5+38.22	6+03.76
C4	27°03'28"	90.35	191.32	46.03	4+47.88	5+38.22
C5	30°52'11"	133.08	247.00	68.20	2+25.52	3+58.59



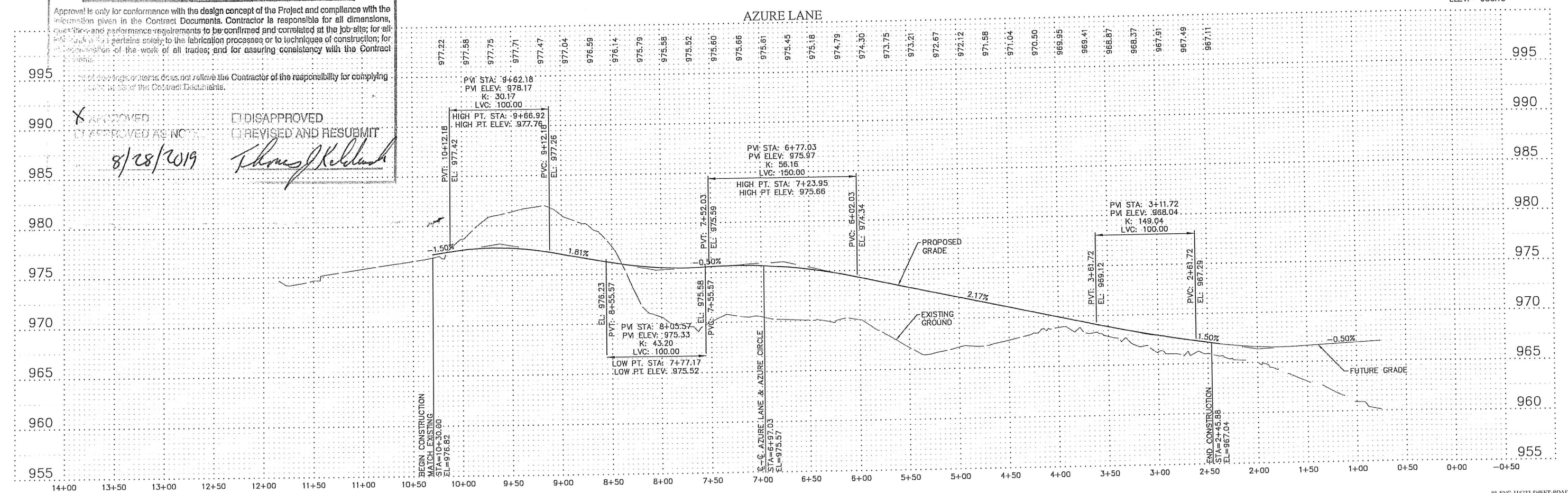
BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV. = 980.18

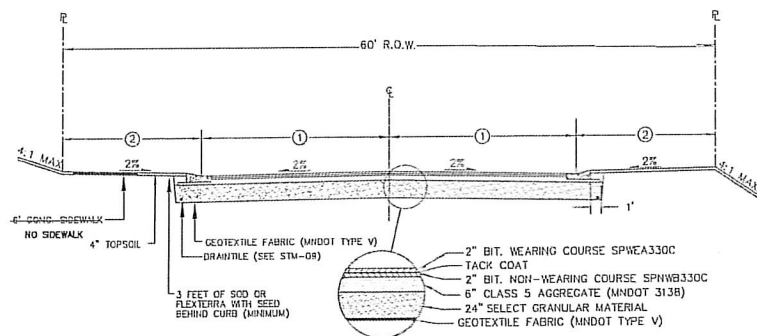
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3412

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Approval does not relieve the Contractor of the responsibility for complying with the Contract Documents.

APPROVED
8/28/2019
DISAPPROVED
REVISED AND RESUBMIT

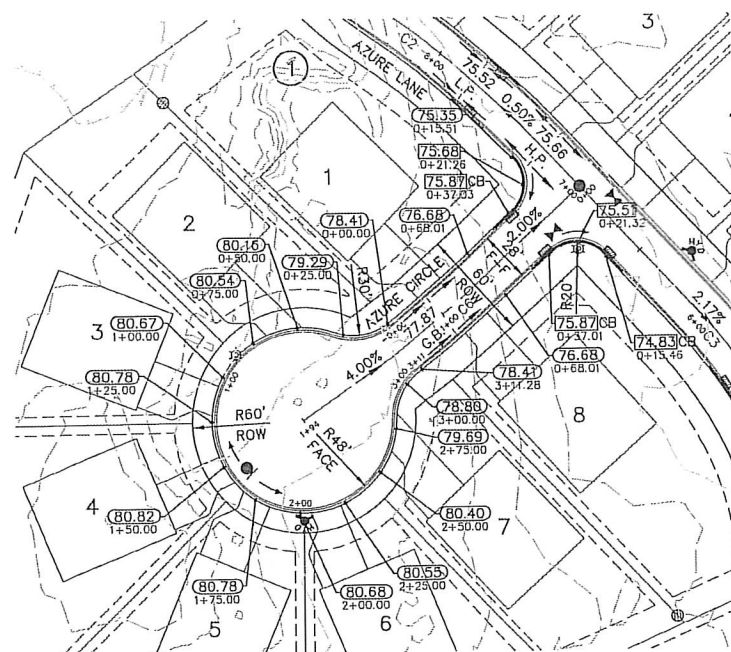




- ① 10' FOR PARKING ON BOTH SIDES OF STREET
14' FOR PARKING ON ONE SIDE OF STREET
- ② 12' FOR PARKING ON BOTH SIDES OF STREET
16' FOR PARKING ON ONE SIDE OF STREET

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9. MUST MAINTAIN A MINIMUM OF 6' BOULEVARD FOR SNOW STORAGE.
10. IF STREET IS PLACED ON A 50' RIGHT OF WAY A SIDEWALK EASEMENT WILL BE REQUIRED TO MAINTAIN THE 6' BOULEVARD FOR SNOW STORAGE.

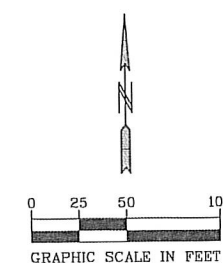
URBAN STREET SECTION LOCAL STREET (N.T.S.)



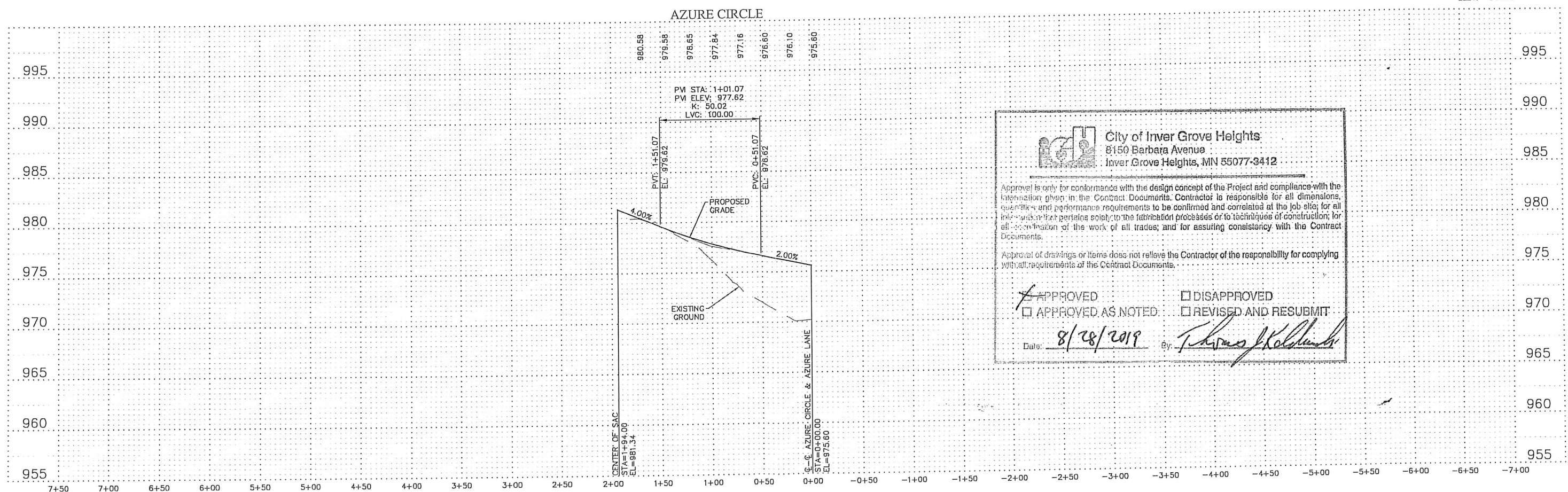
CURB LEGEND

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- ===== SURMOUNTABLE D428 CURB & GUTTER (CITY PLATE STR-06)
- ===== B618 CURB & GUTTER (CITY PLATE STR-06)
- ===== BITUMINOUS EDGE

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC PT
C6	7°58'46"	83.56	600.00	41.85	0+68.01 1+51.57



BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV.= 980.18



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

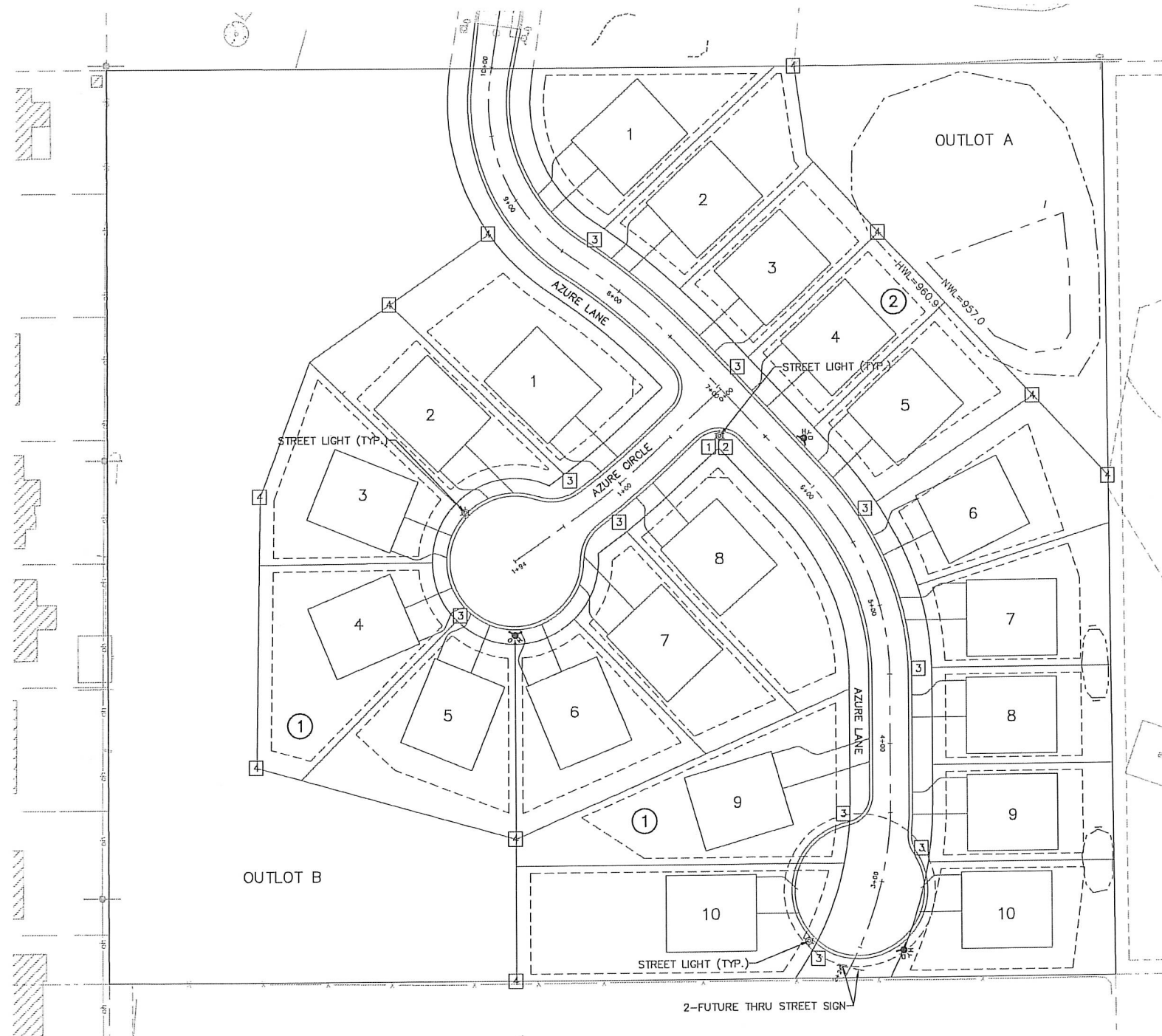
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☒ APPROVED
 ☐ DISAPPROVED

☐ APPROVED AS NOTED
 ☐ REVISED AND RESUBMIT

Date: 8/28/2019 By: Thomas J. Kolden



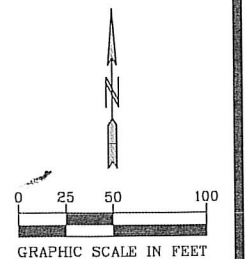
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3412

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

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

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

Date: 8/28/2019 By: Thomas J. Kellum



BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV.= 980.18

SIGNAGE LEGEND

- | | | | |
|---|--|---|--|
| 1 | STOP R1-1 | 3 | R8-3 |
| 2 | STREET SIGNS
"AZURE LANE"
"AZURE CIRCLE" | 4 | CONSERVATION AREA SIGN
(PROVIDE 4X4 TREATED
WOOD POST) |

PIONEERengineering

CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

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.

Name: Paul J. Chette
Reg. No.: 19860 Date: 7-25-2019

Revisions:
1. 8/16/2019 City Comments
2. 8/20/2019 City Comments

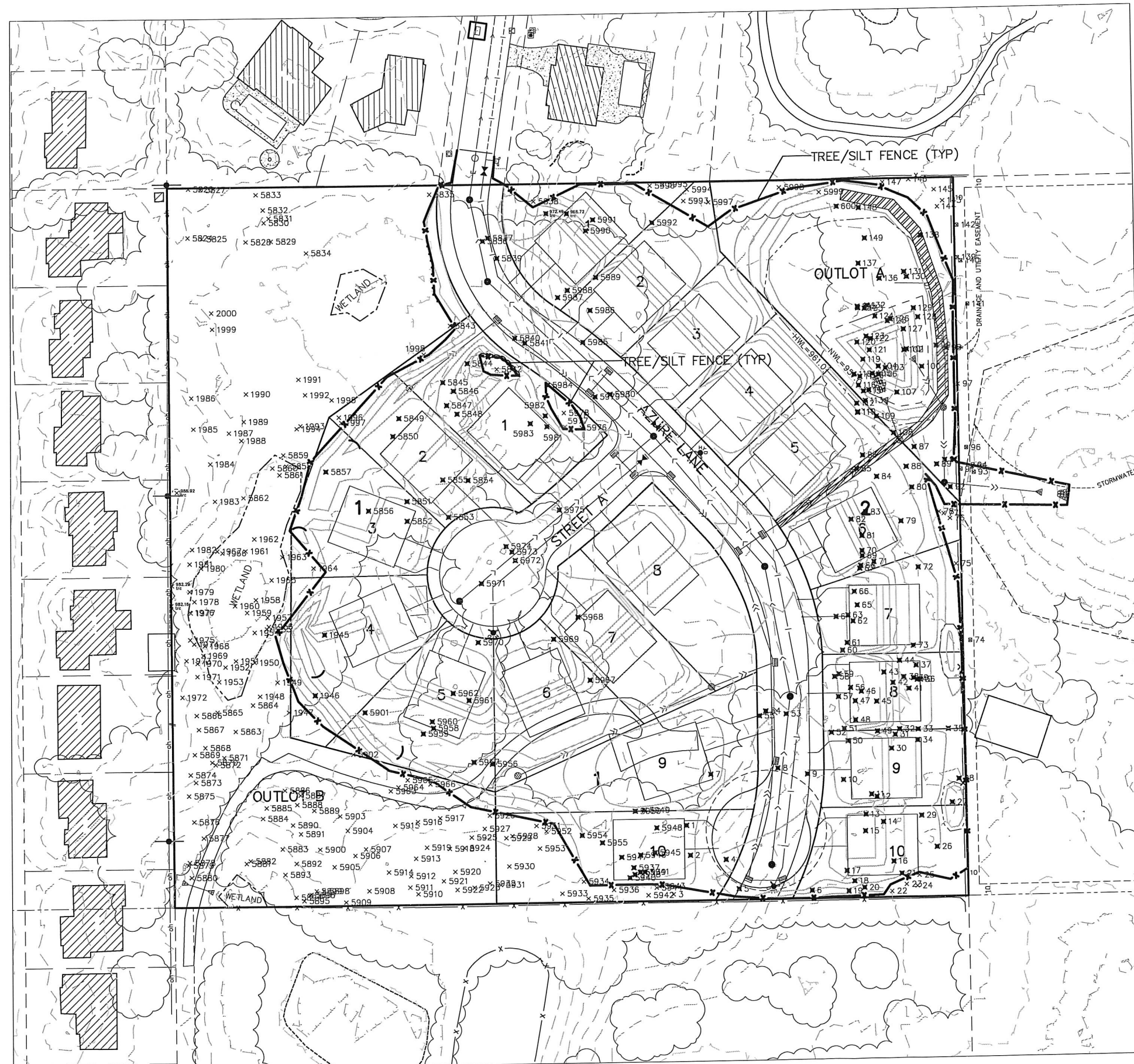
Date: 7-25-2019
Designed: PJC
Drawn: MHC

SIGN & LIGHTING PLAN

AMBERWOOD, LLC
5866 BLACKSHIRE PATH
INVER GROVE HEIGHTS, MN 55076

AMBERWOOD
INVER GROVE HEIGHTS, MINNESOTA

5.1 OF 17



- ✕ 141 TREE TO BE REMOVED
- ✕ 141 TREE TO BE SAVED
- ✕ 141 TREE LOCATED OFF-SITE

Tree Preservation Data

Total Inches: 5,026"
Removed Total: 2,503"
"Class A" Tree Removal: 763"
"Class B" Tree Removal: 1,621"
"Class C" Tree Removal: 119"
Allowed to Remove 30%: 1,508"
Removal Over Threshold: 995"

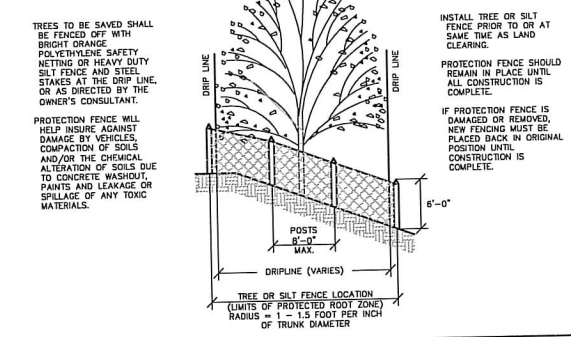
Mitigation Required

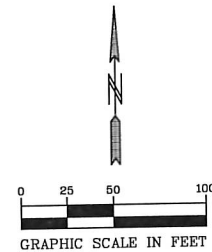
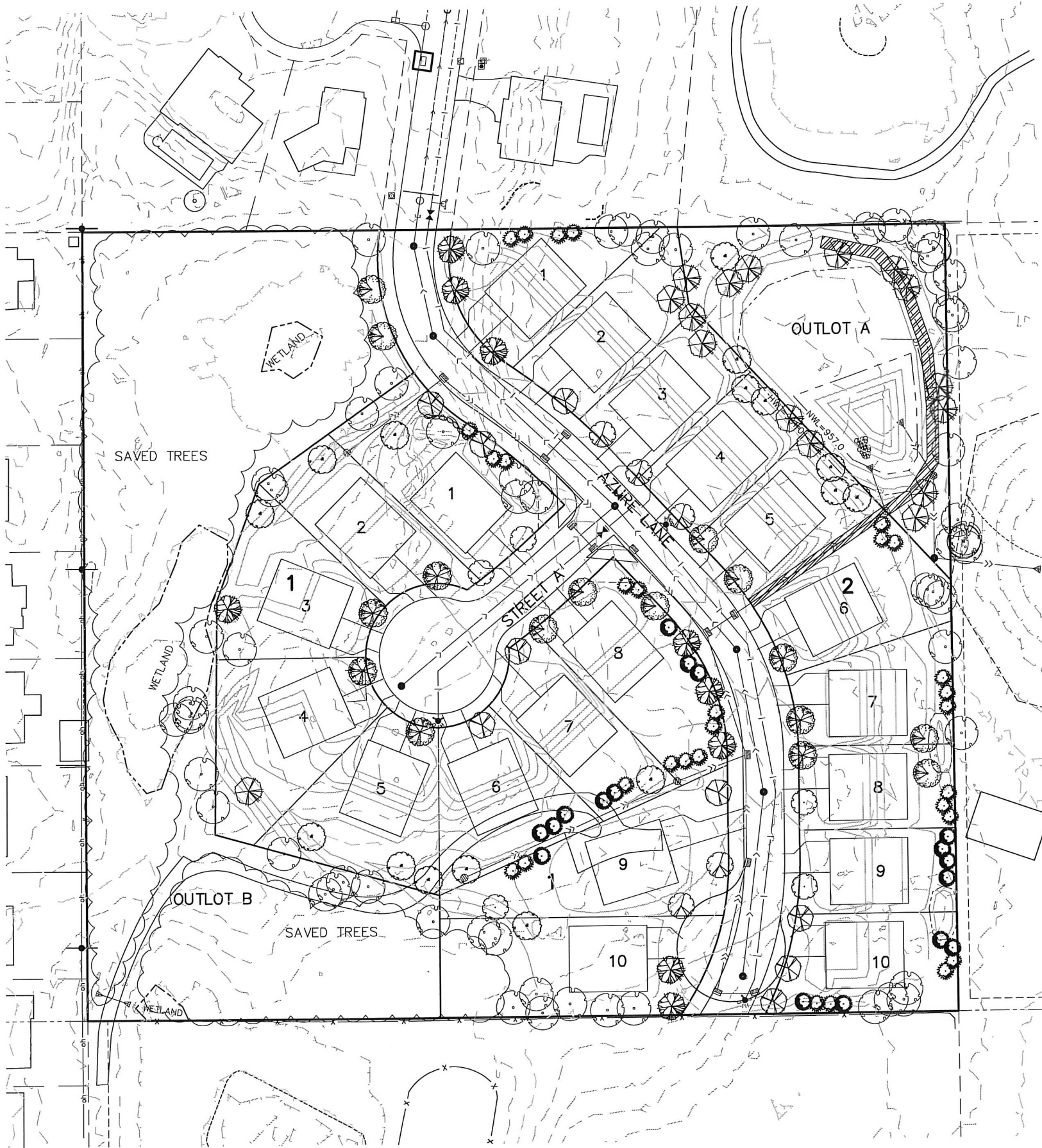
Class C Removal: 119"
Replace at a rate of 1/1: 119"
Class B Mitigation: 876"
Replace at a rate of 1/1: 876"
Total mitigation: 995"

Credit for 8 heritage trees to be saved: 288" (2:1 credit = 576")
Total Inches left to be Mitigated: 419"

SEE SHEET T2 FOR TREE IDENTIFICATION LIST

TREE PROTECTION DETAIL
NOT TO SCALE





PLANT SCHEDULE				
KEY	COMMON NAME/Scientific name	ROOT	QUANTITY	INSTRUCTIONS
OVERSTORY TREES				
	AUTUMN BLAZE MAPLE/Acer x freemanii 'Jeffersred'	3" B&B	9	
	RIVER BIRCH/Betula nigra 'Heritage'	12-14' B&B	17	Clump
	COMMON HACKBERRY/Celtis occidentalis	3" B&B	5	
	THORNLESS HONEYLOCUST/Gleditsia triacanthos var. inermis	3" B&B	9	
	SENTRY LINDEN/Tilia americana 'Sentry'	3" B&B	5	
	SUGAR MAPLE/Acer saccharum	3" B&B	7	
	NORTHERN PIN OAK/Quercus ellipsoidalis	3" B&B	9	
	SWAMP WHITE OAK/Quercus bicolor	3" B&B	16	
EVERGREEN TREES				
	BLACK HILLS SPRUCE/Picea glauca densata	8' B&B	30	
	WHITE PINE/Pinus strobus	8' B&B	17	

LANDSCAPE NOTES:

STREET TREE REQUIREMENT: 1 TREE/40 FEET, A MINIMUM OF 1 TREE/LOT
TREES MUST BE PLANTED 5-7' INSIDE PROPERTY LINE AND NO CLOSER THAN
30' TO THE CURBLINE INTERSECTION ON CORNER LOTS.
MITIGATION REQUIRED: 419"

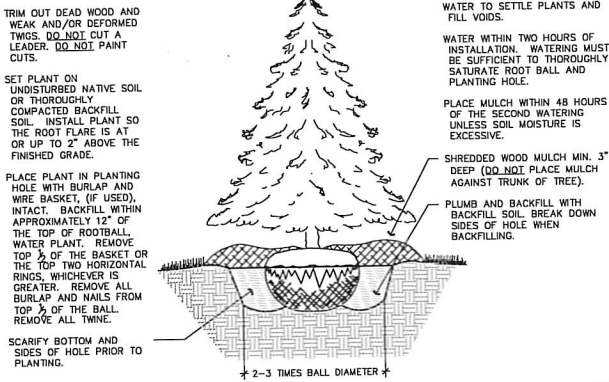
PROPOSED TREES:
77 OVERSTORY (231")
47 EVERGREEN (188"), EACH 8' EVERGREEN IS 4" CALIPER
TOTAL TREES: 171 (419")

DENOTES EXISTING SIGNIFICANT TREES CLOSEST TO DEVELOPMENT AREA TO BE SAVED

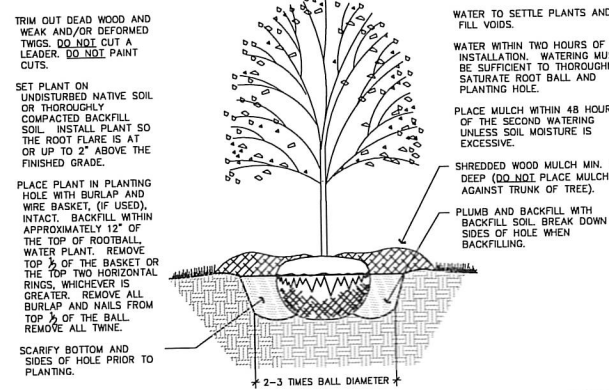
LANDSCAPE NOTES

- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH Gopher State One Call 1-800-252-1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- GRADING TO BE PERFORMED BY OTHERS.
- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERYMEN-AMERICAN STANDARD FOR NURSERY STOCK.
- ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.
- DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STANDABILITY TO A WIND SPEED OF 60 M.P.H.
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
- IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
- COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.
- THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
- THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
- STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

CONIFEROUS TREE PLANTING DETAIL



DECIDUOUS TREE PLANTING DETAIL



PIONEERengineering

CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive (651) 681-1914
Mendota Heights, MN 55120 Fax: 681-9488
www.pioneereng.com

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

Name Michael L. Thompson
Reg. No. 44763 Date 8-21-19

Revisions
8-21-19-revised plan for tree mitigation updates

Date 6-19-19
Designed JLT
Drawn JLT

LANDSCAPE PLAN

BILL KRECH
5866 BLACKSHIRE PATH
INVER GROVE HEIGHTS, MN 55076

AMBERWOOD
INVER GROVE HEIGHTS, MINNESOTA

L1 OF 1

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: September 3, 2019
SUBJECT: **WILLIAM D. KRECH – CASE NO. 19-35SPD**

No notices were required.

Chair Maggi asked if this application would require a public hearing.

Allan Hunting, City Planner, replied that final plats and final PUD's do not require a public hearing or notice. Mr. Hunting explained the request as detailed in the report. He advised that the applicant has submitted the final plat and final development plan for the plat of Amberwood, which consists of 20 single-family lots and two outlots. The proposed plan is consistent with the approved preliminary plans. Outlot A will be owned by the City as a stormwater retention area. Outlot B will be owned and maintained by the homeowners association and will remain in its natural state as required open space. Staff recommends approval of the request with the conditions listed in the report.

Commissioner Weber asked if the dark shaded area shown on Outlot A was a walking trail.

Mr. Hunting replied that it was not a walking trail but rather a maintenance access.

Commissioner Wippermann noted that tonight's plan was significantly different from the one previously before the Planning Commission and asked if the neighbors in the area were notified that this was going to be on tonight's agenda.

Mr. Hunting replied that the residents were aware of the changes on tonight's plan and were there to speak to it when Council approved the 20-lot preliminary plat.

Chair Maggi asked for clarification of whether a public hearing was needed.

Mr. Hunting replied that a public hearing was not necessary.

Commissioner Wippermann stated he had a question for the applicant.

Dick Braun, Sunfish Lake, advised he was available to answer any questions.

Commissioner Wippermann asked if the anticipated price range was still between \$575,000 and \$900,000.

Mr. Braun replied that actually it was more likely \$750,000 to \$900,000.

Commissioner Wippermann asked if the original villa style plan had been changed to standard houses.

Recommendation to City Council

September 3, 2019

Page 2

Mr. Braun replied in the affirmative, stating the 70-foot lots afforded them the room to build larger homes, three car garages, and more two-story products.

Commissioner Wippermann commended Mr. Braun for making these significant changes to the plan.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Wippermann, to approve the request for a final plat and final PUD development plan for Amberwood, with the conditions listed in the report.

Motion carried (7/0). This item goes to the City Council on September 23, 2019.

PLANNING REPORT

CITY OF INVER GROVE HEIGHTS

CASE NO: 19-35SPD

APPLICANT: William Krech

REQUEST: Final Plat and Final PUD Development Approval for Amberwood

MEETING DATE: September 3, 2019

LOCATION: 2001 120th Street

COMPREHENSIVE PLAN: LDR

ZONING: R-1C/PUD

REVIEWING DIVISIONS: Planning
Engineering
Park and Recreation
Fire Marshall

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

Applicant has submitted the final plat and final development plan for the plat of Amberwood. The project will consist of 20 single family homes plus 2 outlots.

The City Council approved the preliminary plat and development plans on July 8, 2019 with 11 conditions.

EVALUATION OF THE REQUEST

The final plan review is limited to a review of the plans against the preliminary plat conditions of approval for compliance. The review will address each of the 11 conditions. A copy of the resolution approving the preliminary plans, including the conditions is attached.

Condition #1 relating to consistency with preliminary plans. The submitted final plans are consistent with the preliminary plans approved by Council. The following provides some additional detail on some of the individual approved plans:

Final Plat. The lot layout is the same as the preliminary plat. Outlot A is being created for storm water purposes and will be owned by the City. Outlot B contains the required open space. There will be a conservation easement of the outlot and will be responsibility of the homeowner's association to maintain. The outlot will be owned by the association.

Site Plan. The site plan is consistent with the preliminary plans. The lot configuration and design in the final plat are the same as the preliminary site plan.

Landscape Plan and Tree Inventory. The final grading plan saved a few existing trees. The amount of required replacement has been reduced from 599 caliper inches to 419 caliper inches to be replanted. The landscape plan reflects all required landscaping.

Condition #2 relating to identifying flexibility approved with the PUD. The site plan provides a table with the approved setbacks for consistency when reviewing building permits against the approved plans.

Condition #3 relating to approval of the final grading, drainage and erosion control plans. The City Engineer has approved the grading, drainage and erosion control plans. The developer can begin tree removal and rough grading with that approval. Street and utility construction begin after the plans and development contract are approved by City Council. This condition has been satisfied.

Condition #4 relating to drainage and utility easements provided on the plat. The plat provides for easements over all of Outlots A and B and all needed perimeter easements. This condition has been satisfied.

Condition #5 relating to park dedication. Park dedication is due to both Inver Grove Heights and Eagan based on the conditions of the joint powers agreement for sewer and water. Park fees are collected at time of plat release.

Condition #6 relating to plans reviewed by the Fire Marshall. The Fire Marshall reviewed the plans and did not have any comments or concerns.

Condition #7 relating to storm water facilities maintenance agreement and responsibilities. The developer will be required to enter into a maintenance agreement with the City for all of the storm water features. The details of the agreement will be addressed during the development contract meeting which is currently in progress. The City Council will review and take action on the maintenance agreement with the development contract.

Condition #8 relating to Outlot B and maintenance of permanent open space. The homeowner's association will own Outlot B and be responsible for the maintenance of the conservation easement. The easement will be part of the documents the Council will approved with the final plat. The City Attorney will review the homeowner's association documents to make sure they address this condition.

Condition # 9 relating to acknowledgement of PUD zoning. This condition was drafted by the City Attorney to indicate an acknowledgement will be recorded with the County for each

development indicating the zoning and regulations placed on the property. It puts on record for any future landowners that there are special regulations on the property.

Condition #10 relating to entering into a development contract. This process has begun. A development contract will be drafted and reviewed by the City Council during their review of the final plan set.

Condition #11 relating to plans subject to the conditions of the Eagan/Inver Grove Heights Joint Powers agreement (JPA). Eagan has reviewed the plans and provided comment on the utility and park dedication fees that are required. These fees are collected by Inver Grove Heights and sent to Eagan. The plans address Eagan's comments and the development contract identifies the fee requirements based on the JPA.

ALTERNATIVES

A. **Approval.** Approval of the Final PUD Development Plans for Amberwood 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:

Final Plat of Amberwood	
Site Plan	dated 8/16/19
Tree Preservation Plan	dated 8/21/19
Landscape Plan	dated 8/21/19
Grading & Erosion Control Plan	dated 7/15/19
Street Plan (2 sheets)	dated 8/28/19
Sign and Lighting Plan	dated 8/28/19
Sanitary and Watermain Plan (2 sheets)	dated 8/28/19
Storm Sewer Plan (3 sheets)	dated 8/28/19
Drain Tile Plan	dated 8/28/19

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 phase of the PUD.

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

Based on this review, the Planning Division and Engineering recommends approval of the final plat and PUD development plans for Amberwood subject to the conditions stated above.

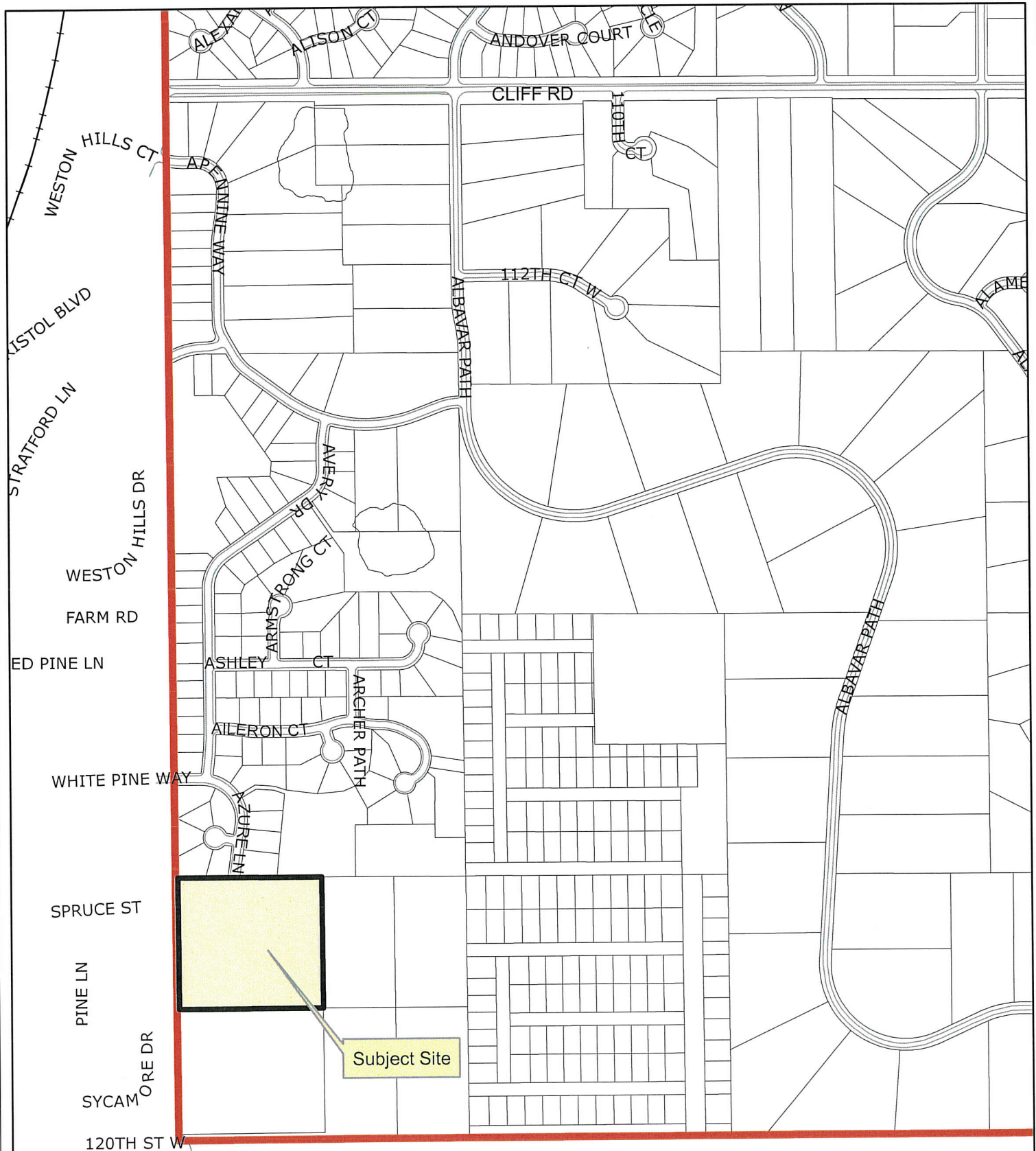
ATTACHMENTS:

- Site Location Map
- Preliminary PUD conditions of approval
- Final Plat
- Site Plan
- Landscape Plan
- Street Plan (2 sheets)
- Sign and Lighting Plan
- Sanitary and Watermain Plan (2 sheets)
- Storm Sewer Plan (3 sheets)
- Drain Tile Plan



Location Map

Case No. 19-35SPD



PRELIMINARY CONDITIONS OF APPROVAL

CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 19-120

A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD DEVELOPMENT PLAN CONSISTING OF 20 SINGLE FAMILY LOTS AND TWO (2) OUTLOTS FOR THE PLANNED DEVELOPMENT TO BE KNOWN AS AMBERWOOD

CASE NO. 19-07SZC

WHEREAS, a preliminary plat and preliminary PUD development plan application has been submitted to the City for property legally described as;

The Northwest $\frac{1}{4}$ of the Southwest Quarter of the Southwest Quarter of Section 31,
Township 27, Range 22 West

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 April 19, 2019;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan for the planned development of Amberwood is hereby approved subject to the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Cover Sheet	6/27/19
Preliminary Plat	6/27/19
Preliminary Grading Plan	6/27/19
Preliminary Erosion Control Plan	6/27/19
Preliminary Sanitary & Watermain/Site Plan	6/27/19
Preliminary Storm Sewer Plan	6/27/19
Preliminary Street Plan (2 sheets)	6/27/19
Preliminary Landscape Plan	6/27/19
Tree Preservation Plan (2 sheets)	6/27/19

2. The PUD shall be approved with the following specific standards:
 - a. Structure setbacks allowed per table shown on the Preliminary Site Plan and Grading Plan.
 - b. Reduced lot size and width as shown on the Preliminary 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. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved and shall also comply with the dedication requirements of the joint powers agreement.
6. All plans shall be subject to the review and approval of the Fire Marshal.
7. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the developer shall be responsible for the maintenance of storm water improvements on such lots.
8. The developer shall be responsible to insure Outlot B remains in open space and is controlled by the homeowner's association. A conservation easement shall be placed over the easement to restrict use and restrict cutting of vegetation. It shall remain in its present state. The easement would be part of the improvement agreements for the final plans.
9. 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.
10. 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 requirements of the Planned Unit Development plans.
11. The approved plans shall be subject to the conditions of the Inver Grove Heights/Eagan joint powers agreement.

Resolution No. 19-120

Page 3

Passed this 8th day of July, 2019.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joseph Lynch, Interim Deputy Clerk

AMBERWOOD

KNOW ALL PERSONS BY THESE PRESENTS: That Amberwood, LLC., a Minnesota limited liability company, owner, of the following described property:

The Northwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 31 Township 27 North, Range 22 West, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as AMBERWOOD and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Amberwood, LLC., a Minnesota limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

Amberwood, LLC., a Minnesota limited liability company

as _____

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____, by _____ as _____ of Amberwood, LLC., a Minnesota limited liability company, on behalf of the company.

Signature

Printed Name

Notary Public, _____, County, Minnesota

My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Peter J. Hawkinson, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20____.

Peter J. Hawkinson, Licensed Land Surveyor
Minnesota License No. 42299

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____, by Peter J. Hawkinson.

Signature

Printed Name

Notary Public, _____, County, Minnesota

My Commission Expires _____

CITY COUNCIL, Inver Grove Heights, County of Dakota, State of Minnesota

This plat was approved by the City Council of the City of Inver Grove Heights, Minnesota, this ____ day of _____, 20____, and hereby certifies compliance with all requirements asset forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____
Mayor

By: _____
Clerk

CITY PLANNING COMMISSION, Inver Grove Heights, County of Dakota, State of Minnesota

Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota this ____ day of _____, 20____

By: _____
Secretary

By: _____
Chair

COUNTY SURVEYOR, Dakota County, State of Minnesota

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 20____.

By: _____
Todd B. Tollefson
Dakota County Surveyor

COUNTY BOARD, County of Dakota, State of Minnesota

We do hereby certify that on the ____ day of _____, 20____, the Board of Commissioners of Dakota County, Minnesota, approved this plat of AMBERWOOD, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2 and pursuant to the Dakota County Contiguous Plat Ordinance.

By: _____
Chair, County Board

Attest: _____
County Treasurer-Auditor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, County of Dakota, State of Minnesota

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9., taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20____.

By: _____
Amy A. Koethe
Director, Department of Property Taxation and Records

COUNTY RECORDER, County of Dakota, State of Minnesota

I hereby certify that this plat of AMBERWOOD was filed in the office of the County Recorder for public record on this ____ day of _____, 20____, at ____ o'clock ____ .M. and was duly filed in Book _____ of Plats, Page _____ as Document No. _____.

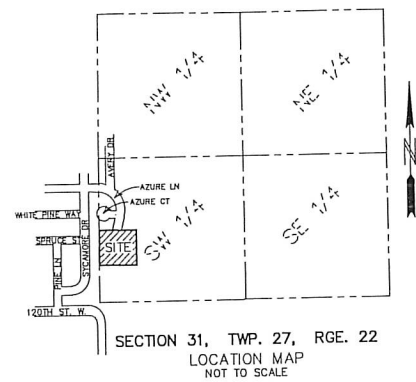
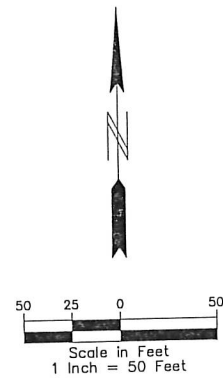
PRINTED

JUL 29 2019

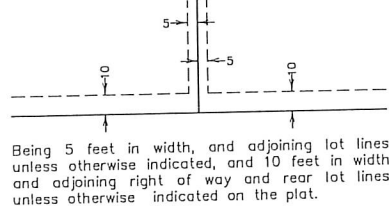
PIONEER
ENGINEERING, P.A.

By: _____
Amy A. Koethe
Dakota County Recorder

AMBERWOOD

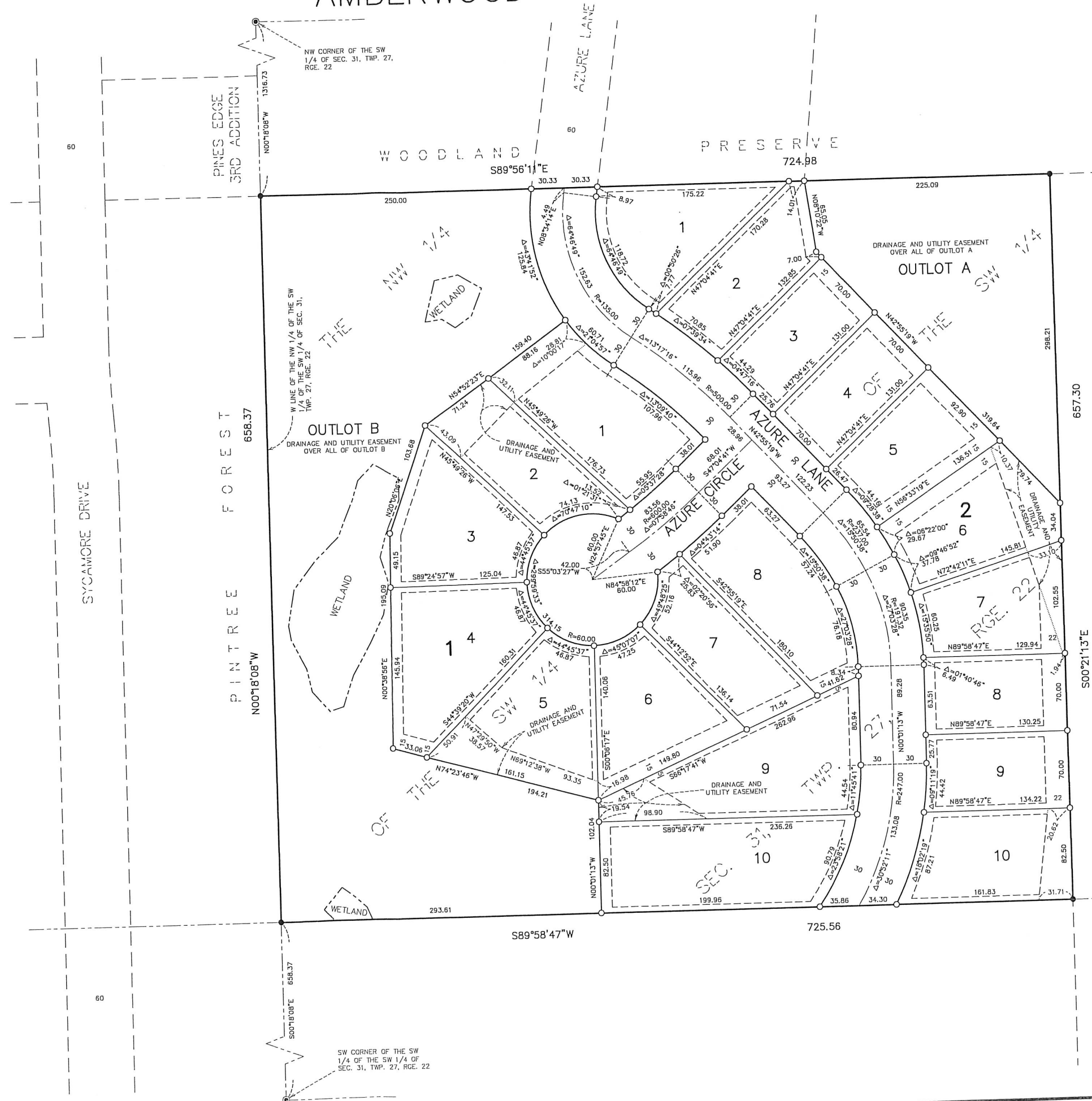


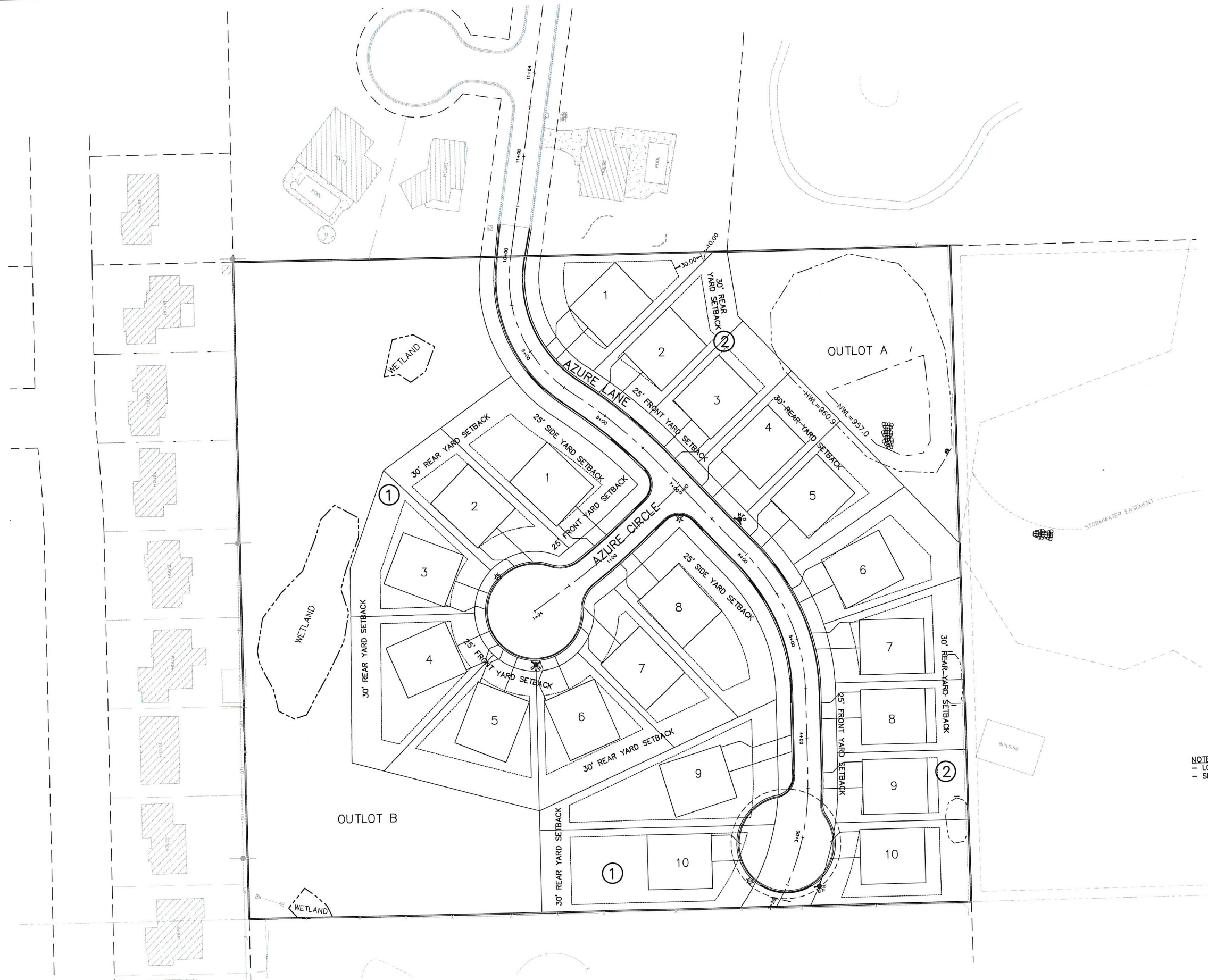
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 27, RANGE 22, WHICH IS ASSUMED TO HAVE A BEARING OF NORTH 00°18'08" WEST.

- ⊙ DENOTES FOUND CAST IRON MONUMENT
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NUMBER 42299, OR WILL BE SET IN ACCORDANCE WITH MS SECTION 505.021, SUBD. 10.
- DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE NUMBER 42299 UNLESS OTHERWISE NOTED.



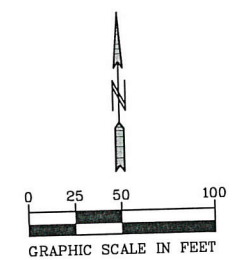


FINAL ZONING REQUIREMENTS PUD:

MINIMUM LOT WIDTH	70 FEET
MINIMUM CORNER LOT WIDTH	88 FEET
MINIMUM FRONT YARD SETBACK	25 FEET
MINIMUM REAR YARD SETBACK	30 FEET
MINIMUM SIDE SETBACK	7.5 FEET
MINIMUM SIDE STREET SETBACK	25 FEET

LOW FLOOR = HWL+2'
 LOWEST OPENING = EOF+1'

NOTE:
 - LOTS GOVERNED BY STANDARD IMPERVIOUS SURFACE COVERAGE
 - SETBACKS APPLY TO ALL PRINCIPAL AND ACCESSORY STRUCTURES



BENCH MARK
 TOP OF NUT HYDRANT
 EAST SIDE OF AZURE LANE
 SOUTH OF AZURE CT.
 ELEV. = 980.18

01-ENG-118373-SHEET-SITE

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 2422 Enterprise Drive
 Mendota Heights, MN 55120
 (651) 681-1914
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 www.pioneereng.com

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
 Name: *Paul J. Chene*
 Reg. No. 19860 Date: 7-25-2019

Revisions
 1. 8/16/2019 City Comments

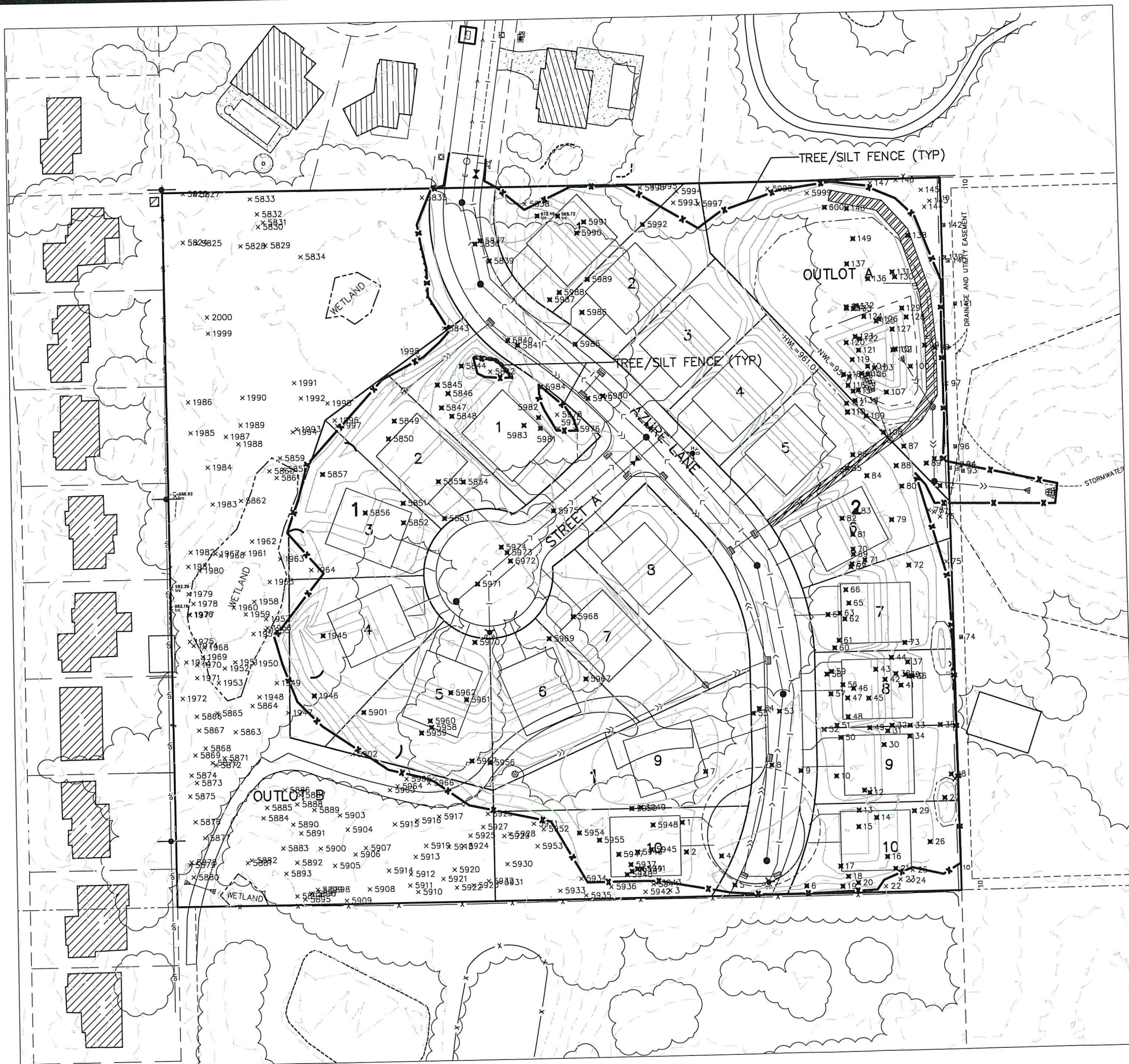
Date: 7-25-2019
 Designed: PJC
 Drawn: MPC

SITE PLAN

AMBERWOOD, LLC
 5866 BLACKSHIRE PATH
 INVER GROVE HEIGHTS, MN 55076

AMBERWOOD
 INVER GROVE HEIGHTS, MINNESOTA

1 OF 1



- ✕ 141 TREE TO BE REMOVED
- × 141 TREE TO BE SAVED
- ✕ 141 TREE LOCATED OFF-SITE

Tree Preservation Data

Total Inches: 5,026"
 Removed Total: 2,503"
 "Class A" Tree Removal: 763"
 "Class B" Tree Removal: 1,621"
 "Class C" Tree Removal: 119"
 Allowed to Remove 30%: 1,508"
 Removal Over Threshold: 995"

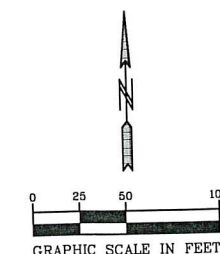
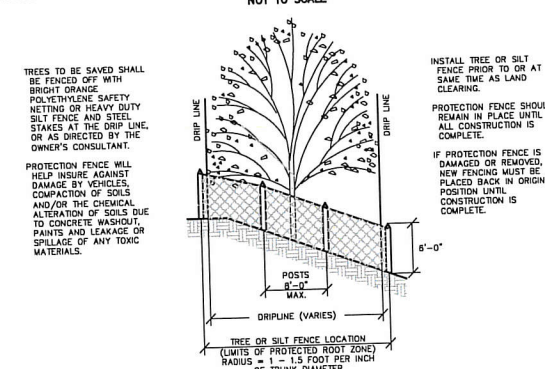
Mitigation Required

Class C Removal: 119"
 Replace at a rate of 1/1: 119"
 Class B Mitigation: 876"
 Replace at a rate of 1/1: 876"
 Total mitigation: 995"

Credit for 8 heritage trees to be saved: 288" (2:1 credit = 576")
 Total Inches left to be Mitigated: 419"

SEE SHEET T2 FOR TREE IDENTIFICATION LIST

TREE PROTECTION DETAIL





PLANT SCHEDULE				
KEY	COMMON NAME/Scientific name	ROOT	QUANTITY	INSTRUCTIONS
OVERSTORY TREES				
	AUTUMN BLAZE MAPLE/Acer x freemanii 'Jeffersred'	3" B&B	9	
	RIVER BIRCH/Betula nigra 'Heritage'	12-14' B&B	17	Clump
	COMMON HACKBERRY/Celtis occidentalis	3" B&B	5	
	THORNLESS HONEYLOCUST/Gleditsia triacanthos var. inermis	3" B&B	9	
	SENTRY LINDEN/Tilia americana 'Sentry'	3" B&B	5	
	SUGAR MAPLE/Acer saccharum	3" B&B	7	
	NORTHERN PIN OAK/Quercus ellipsoidalis	3" B&B	9	
	SWAMP WHITE OAK/Quercus bicolor	3" B&B	16	
EVERGREEN TREES				
	BLACK HILLS SPRUCE/Picea glauca densata	8' B&B	30	
	WHITE PINE/Pinus strobus	8' B&B	17	

LANDSCAPE NOTES:

STREET TREE REQUIREMENT: 1 TREE/40 FEET, A MINIMUM OF 1 TREE/LOT
TREES MUST BE PLANTED 5-7' INSIDE PROPERTY LINE AND NO CLOSER THAN 30' TO THE CURBLINE INTERSECTION ON CORNER LOTS.
MITIGATION REQUIRED: 419"

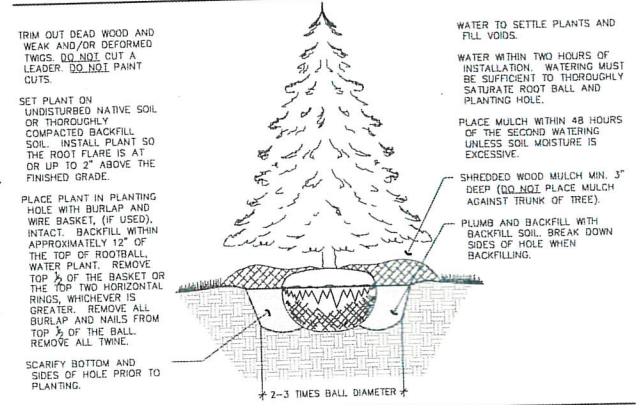
PROPOSED TREES:
77 OVERSTORY (231")
47 EVERGREEN (188"), EACH 8' EVERGREEN IS 4" CALIPER
TOTAL TREES: 171 (419")

DENOTES EXISTING SIGNIFICANT TREES CLOSEST TO DEVELOPMENT AREA TO BE SAVED

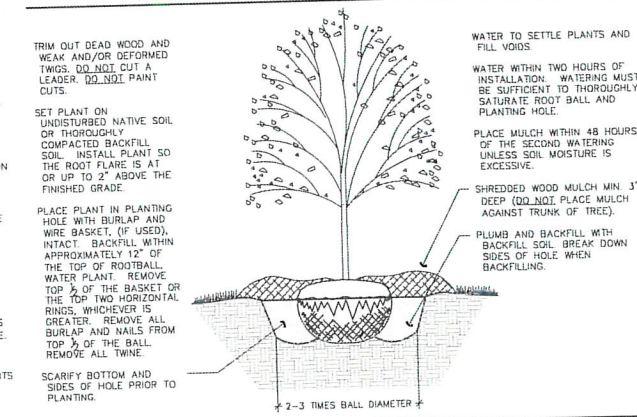
LANDSCAPE NOTES

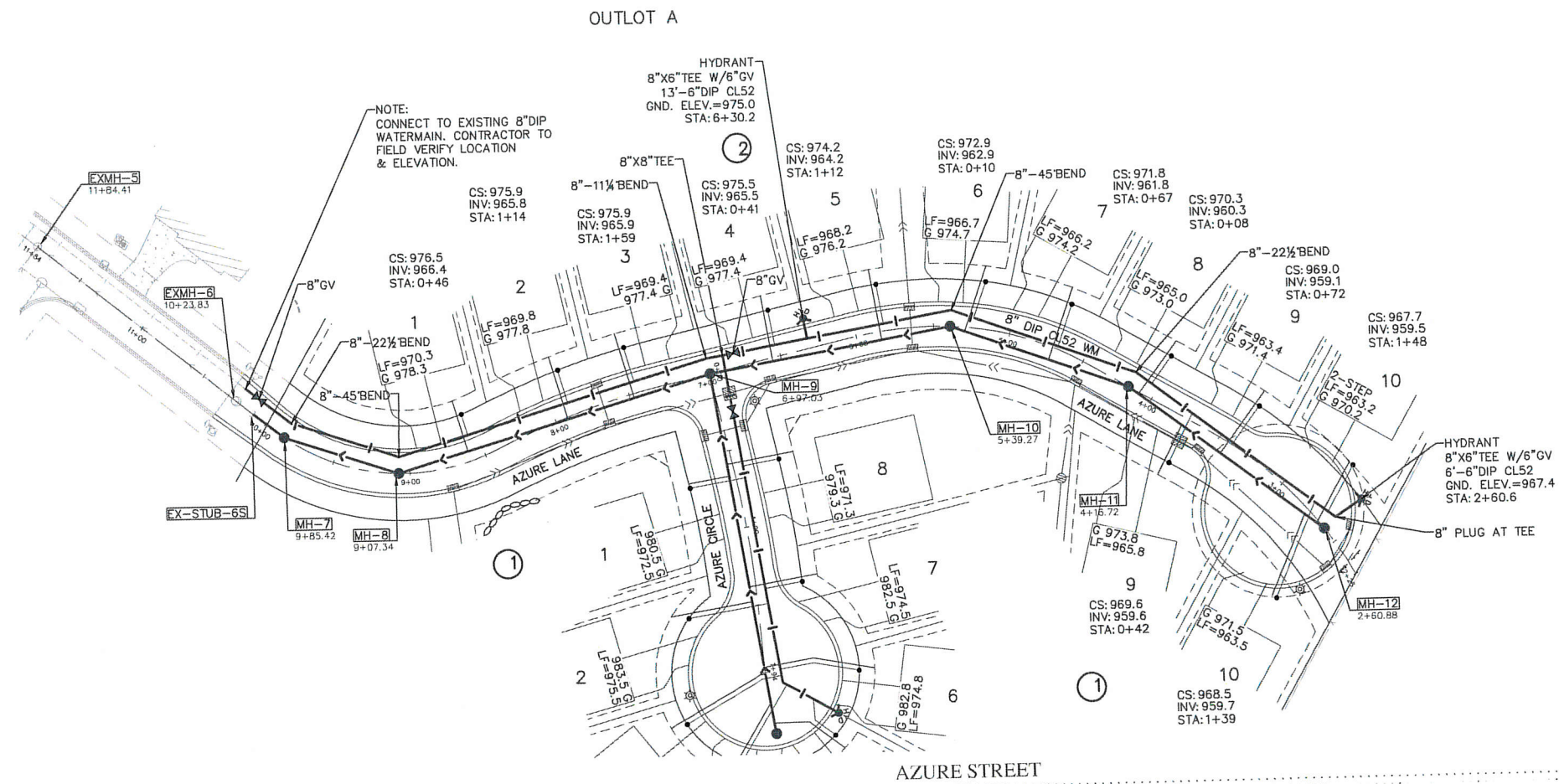
- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE. WITH Gopher State One Call 1-800-252-1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- GRADING TO BE PERFORMED BY OTHERS.
- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERYMEN-AMERICAN STANDARD FOR NURSERY STOCK.
- ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.
- DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STABILITY TO A WIND SPEED OF 60 M.P.H.
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
- IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
- COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.
- THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
- THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
- STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

CONIFEROUS TREE PLANTING DETAIL

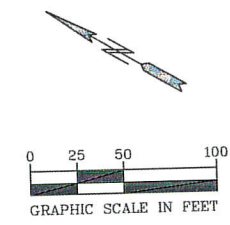


DECIDUOUS TREE PLANTING DETAIL

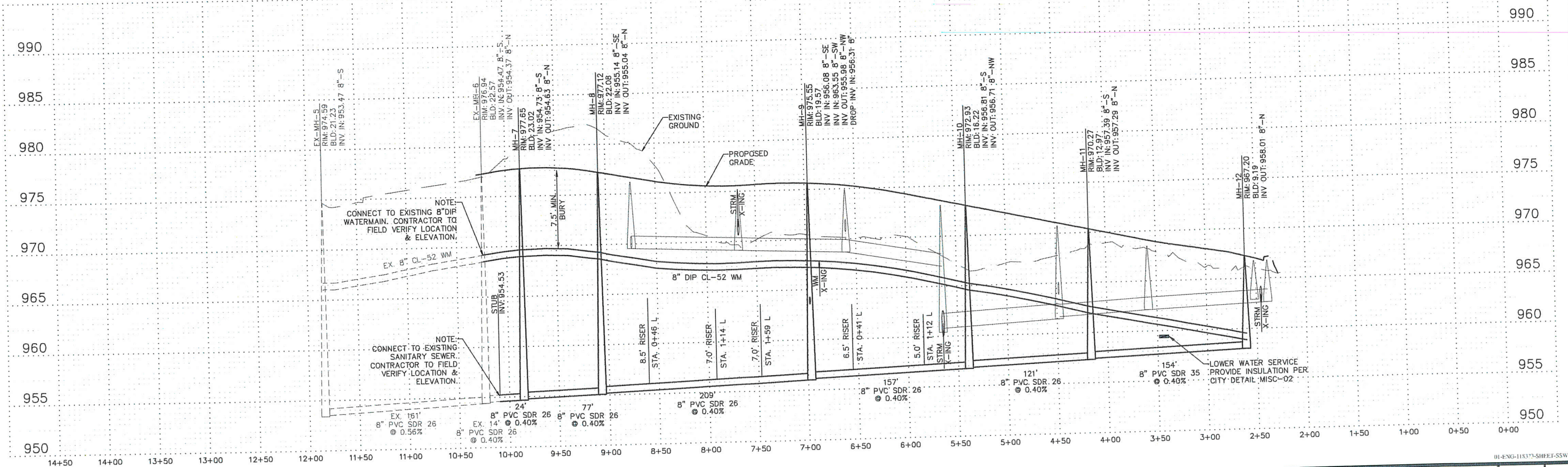




- SANITARY & WATERMAIN CONSTRUCTION NOTES**
1. SANITARY SEWER SERVICE WYES ARE STATIONED FROM DOWNSTREAM MANHOLES.
 2. WATER MAIN SERVICES SHALL TERMINATE AT THE ROW. SANITARY SERVICES SHALL EXTEND 10' PAST ROW.
 3. SANITARY SEWER TRACER WIRE BOX SHALL BE PLACED AT ROW.
 4. IF SEWER SERVICE CONDUCTIVITY BOX OR WATER CURB BOX IS PLACED IN DRIVEWAY A FORD A-1 COVER OR EQUAL MUST BE PROVIDED. BOX MUST BE MARKED WITH SEWER OR WATER RESPECTIVELY.
 5. ALL SANITARY SEWER SERVICES AND RISERS SHALL BE 4" P.V.C. (SDR 26), UNLESS OTHERWISE NOTED, WITH A MINIMUM SERVICE GRADE OF 2%.
 6. WATER SERVICES ARE 3' UP STREAM FROM SANITARY SERVICE WITH A MIN 7.5' BURY.
 7. ALL WATER SERVICES SHALL BE 1" (TYPE "K") COPPER UNLESS OTHERWISE NOTED.
 8. ALL D.I.P. WATER MAIN SHALL BE CLASS 52 UNLESS OTHERWISE NOTED.
 9. ALL HYDRANTS SHALL BE PLACED 4' BEHIND CURB. ALL HYDRANT G.V. SHALL BE 1' BEHIND CURB.
 10. SANITARY SEWER PIPE SDR 35 & 26 SHALL BE ASTM D-3034A.
 11. ALL UTILITY CONFLICTS SHALL BE RESOLVED ACCORDING TO CITY STANDARD SPECIFICATIONS.
 12. CONTRACTOR RESPONSIBLE FOR ALL TRENCH DESIGN AND MEETING ALL OSHA REGULATIONS.
 13. MAINTAIN 10' HORIZONTAL AND 1.5' VERTICAL SEPARATION BETWEEN SANITARY SEWER AND WATERMAIN.
 14. SANITARY SEWER INVERT ELEVATIONS ARE AT END OF SERVICE.
 15. ACTIVATION OF WATERMAIN SYSTEM SHALL BE PERFORMED BY CITY PERSONNEL ONLY.
 16. DEFLECTION TESTING FOR ALL NON-RIGID PIPE SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE FOR 30 DAYS.
 17. THE SEWER AND WATER SERVICES SHALL BE INCLUDED IN THE PRESSURE AND LEAKAGE TESTING REQUIREMENTS FOR THE MAIN LINES.
 18. ALL DIP SANITARY SEWER SHALL HAVE CERAMIC EPOXY LINING.



BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV. = 980.18



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Name: *Paul J. Choma*
Reg. No.: 19880 Date: 7-25-2019

Revisions
1. 8/16/2019 City Comments

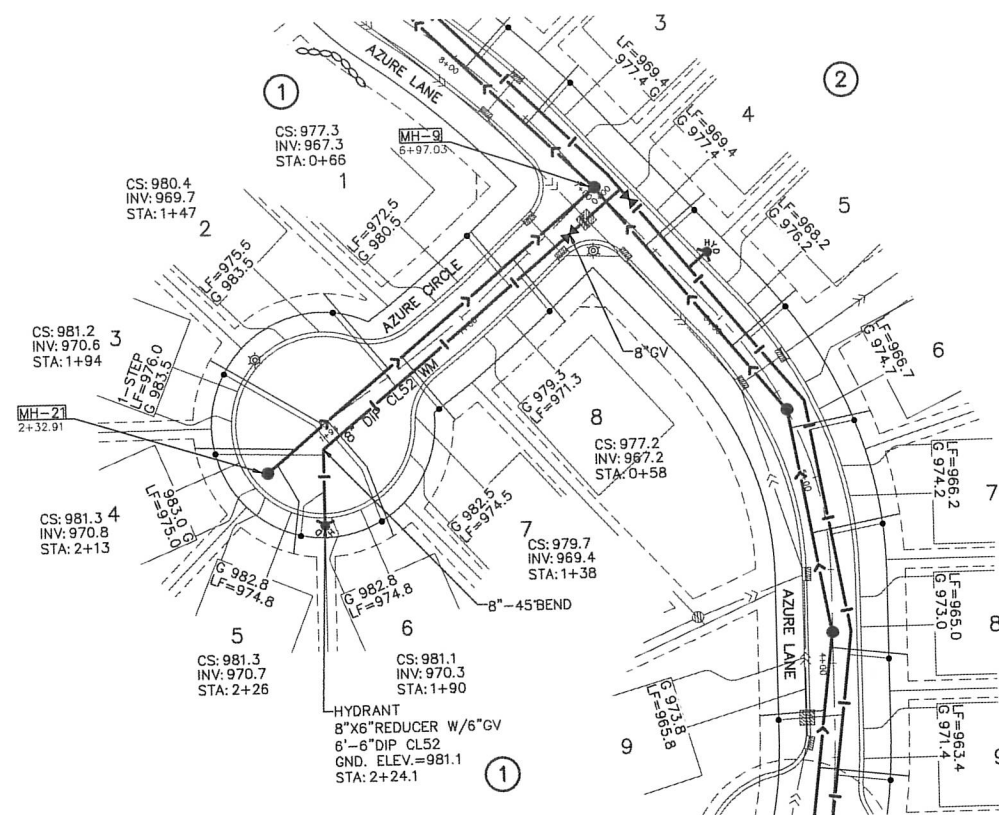
Date: 7-25-2019
Designed: PIC
Drawn: MFC

SANITARY SEWER & WATERMAIN

AMBERWOOD, LLC
5866 BLACKSHIRE PATH
INVER GROVE HEIGHTS, MN 55076

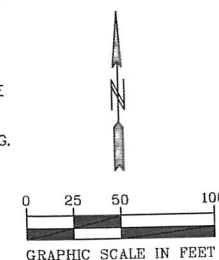
AMBERWOOD
INVER GROVE HEIGHTS, MINNESOTA

2.1 OF 17



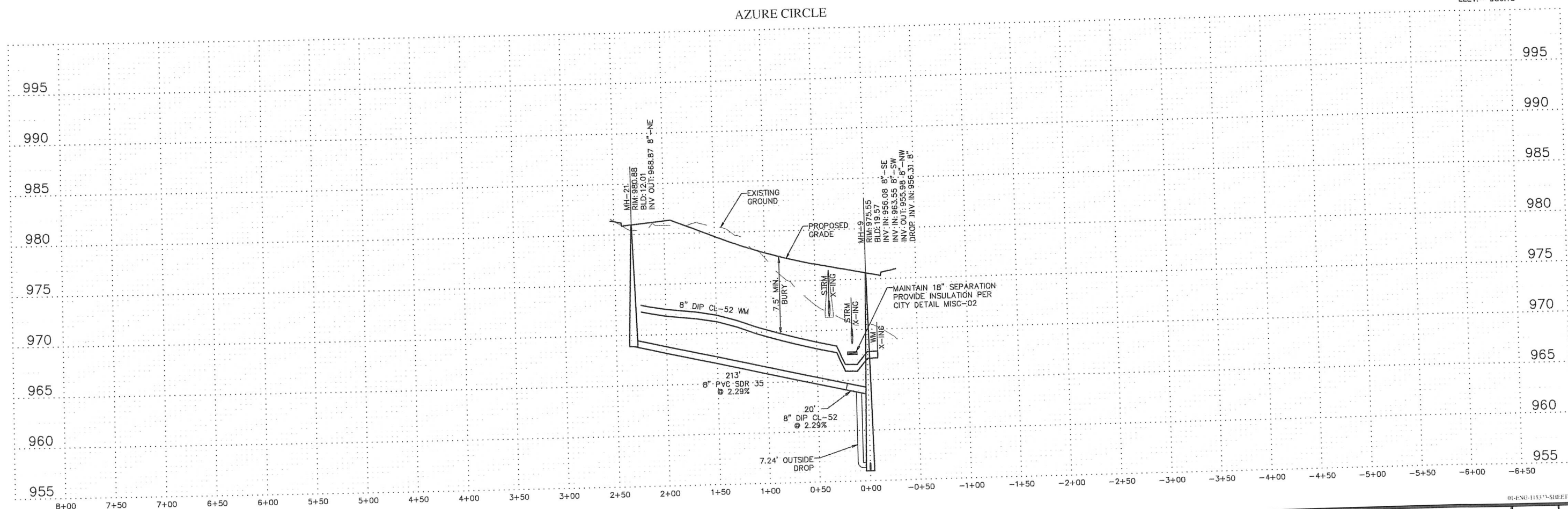
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BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV. = 980.18

AZURE CIRCLE



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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.
Name: *Paul J. Chene*
Reg. No.: 19840 Date: 2-25-2019

Revisions:
1. 8/16/2019 City Comments

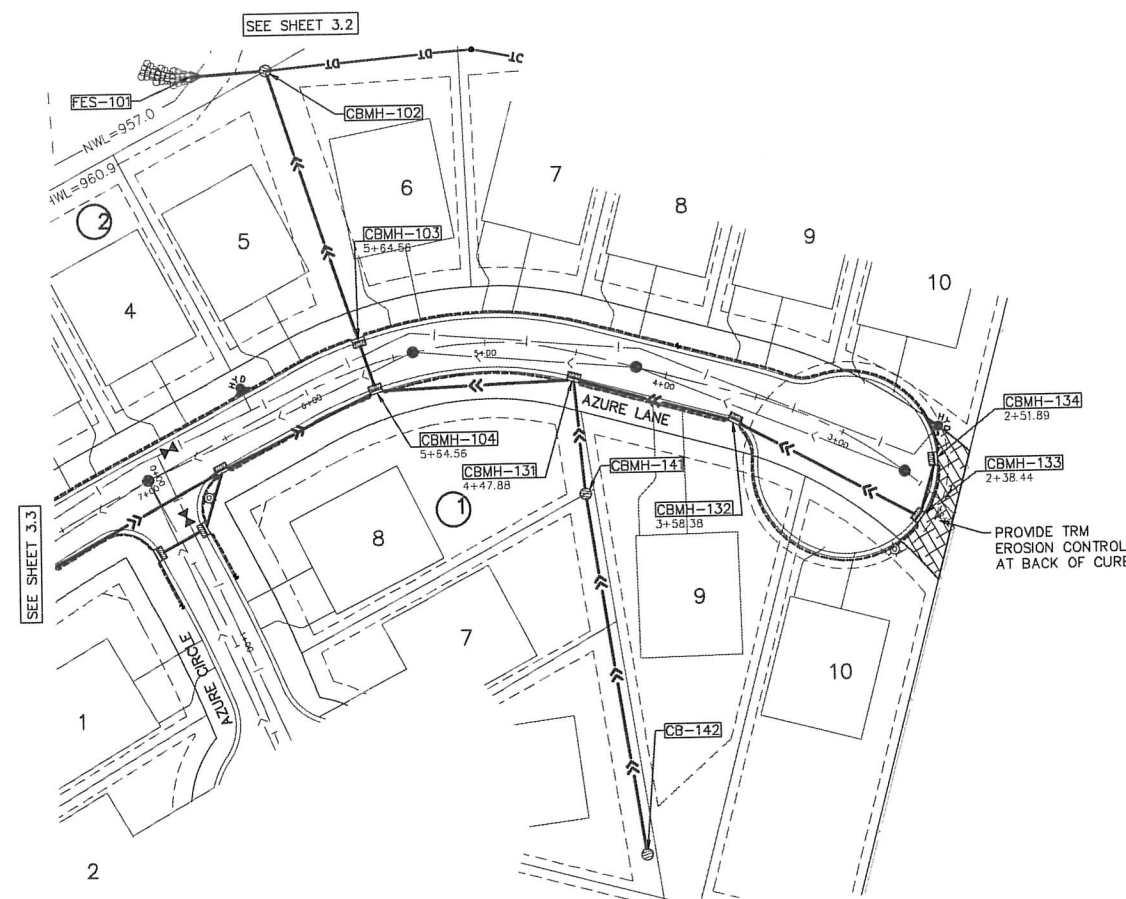
Date: 2-25-2019
Designed: PJC
Drawn: XPC

SANITARY SEWER & WATERMAIN

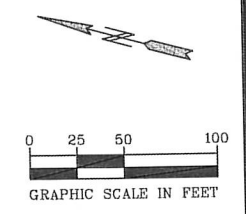
AMBERWOOD, LLC
5866 BLACKSHIRE PATH
INVER GROVE HEIGHTS, MN 55076

AMBERWOOD
INVER GROVE HEIGHTS, MINNESOTA

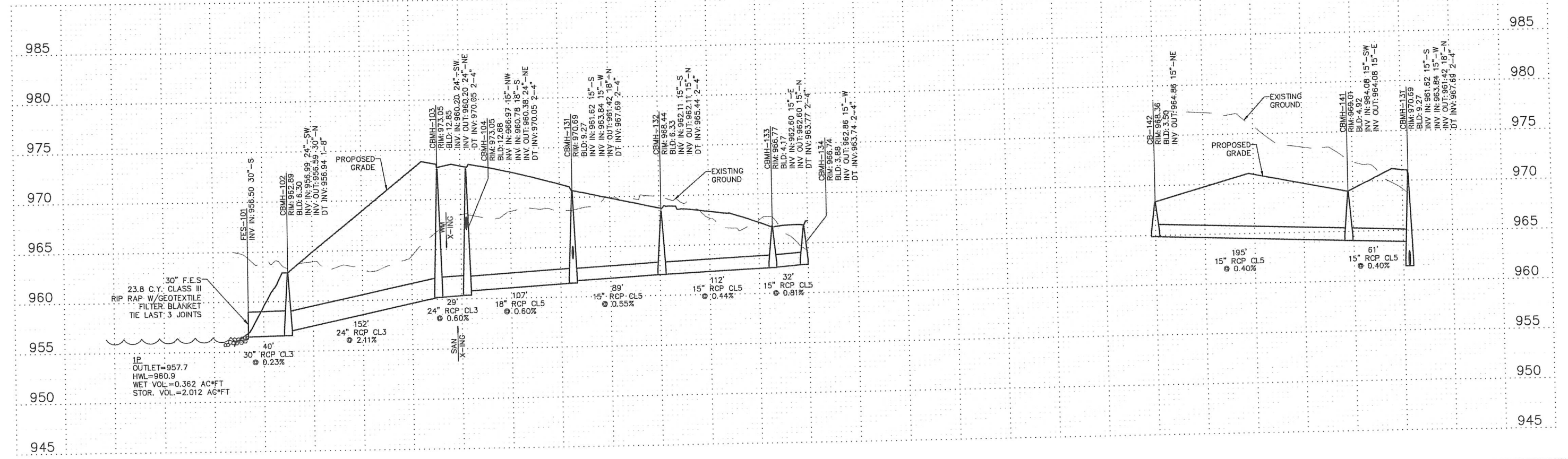
2.2 OF 17



- STORM SEWER CONSTRUCTION NOTES**
1. FINAL STRUCTURE OFF-SET TO BE VERIFIED BY CONTRACTOR AND INSPECTOR BASED ON MATERIAL SUPPLIED TO PROJECT. FIELD STAKING SET ACCORDING TO BACK OF CURB.
 2. INSTALL SEDIMENT CONTROL BARRIER INSERTS ON ALL CATCH BASINS (SEE DETAIL EC-04)
 3. SEE SHEET 3.4 FOR DRAINILE INFORMATION
 4. R-4342 CASTING SHALL HAVE CONCRETE FRAME (SEE DETAIL STM-07)
 5. PLACE ANTI-SEEPAGE COLLAR AROUND STORM PIPE THAT IS PLACED IN EMBANKMENTS THAT WILL HOLD WATER & ON STEEP PIPE. ENSURE EMBANKMENT MATERIAL HAS CHARACTERISTICS TO CONTAIN WATER (SCS STANDARDS)



BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV.= 980.18



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Name: *Paul J. Chene*
Reg. No.: 19940 Date: 7-25-2019

Revisions:
1-8/16/2019 City Comments

Date: 7-25-2019
Designed: PJC
Drawn: MJC

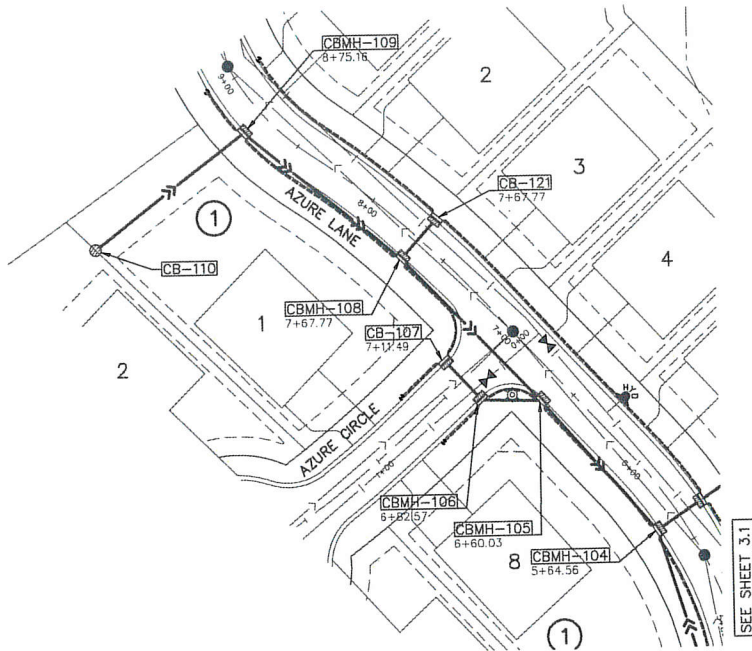
STORM SEWER

AMBERWOOD, LLC
5866 BLACKSHIRE PATH
INVER GROVE HEIGHTS, MN 55076

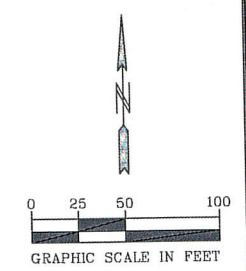
AMBERWOOD
INVER GROVE HEIGHTS, MINNESOTA

3.1 OF 17

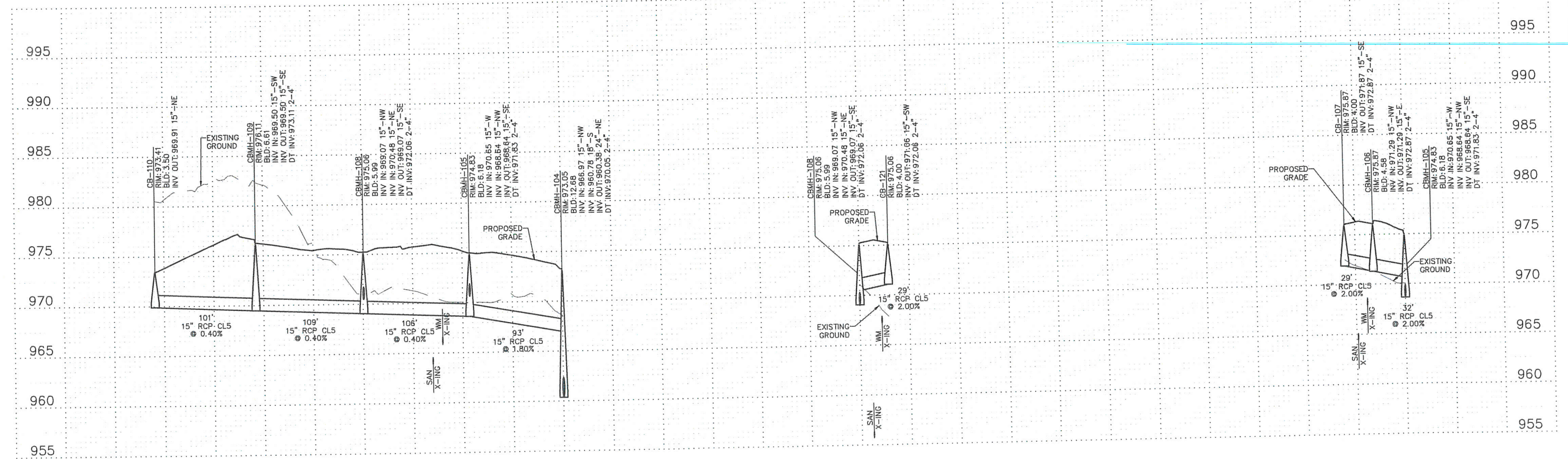
-
- 0 25 50 100
- GRAPHIC SCALE IN FEET



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BENCH MARK
 TOP OF NUT HYDRANT
 EAST SIDE OF AZURE LANE
 SOUTH OF AZURE CT.
 ELEV. = 980.18



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Revisions
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Date: 7-25-2019
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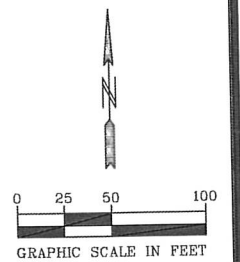
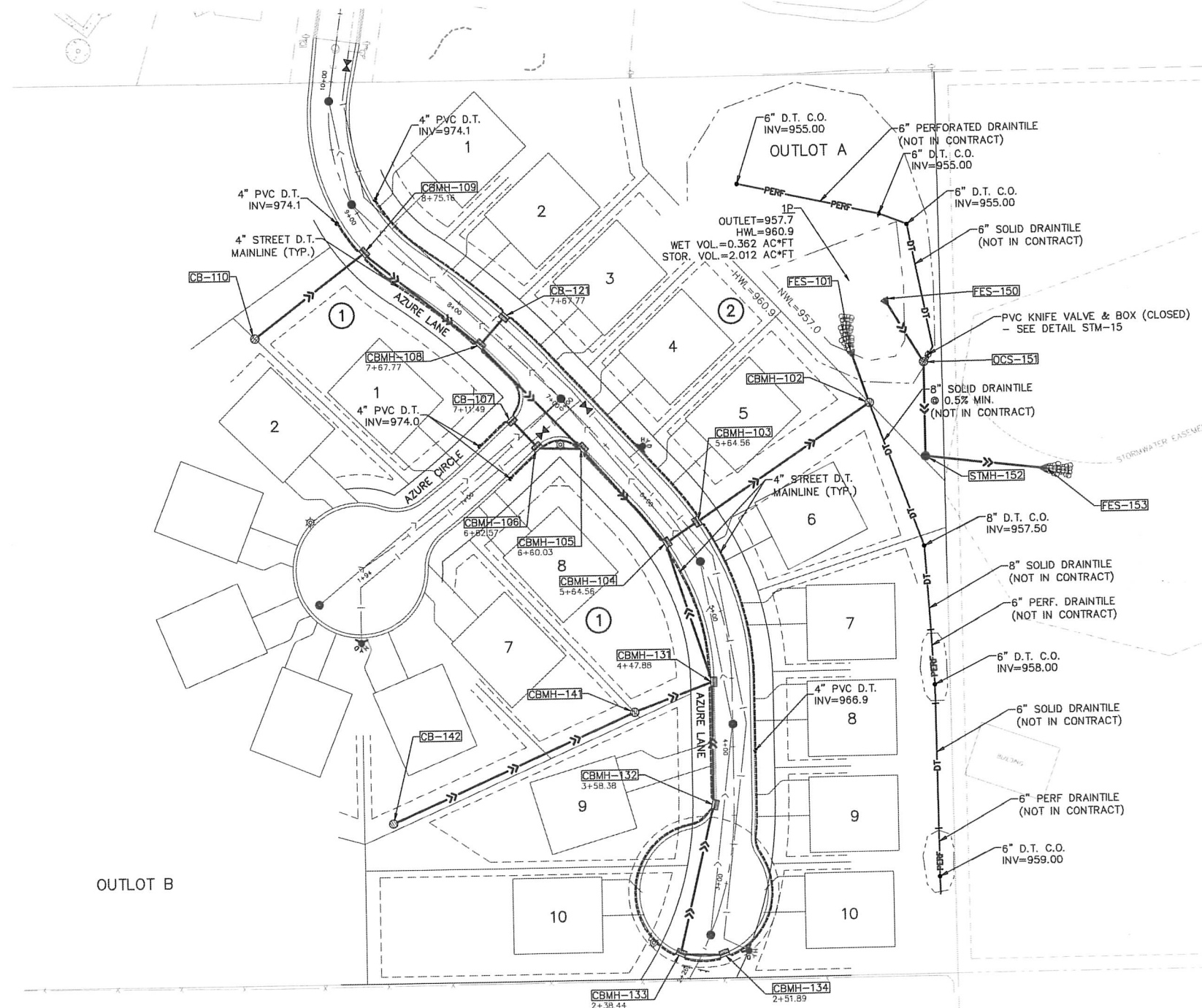
STORM SEWER

AMBERWOOD, LLC
 5866 BLACKSHIRE PATH
 INVER GROVE HEIGHTS, MN 55076

AMBERWOOD
 INVER GROVE HEIGHTS, MINNESOTA

3.3 OF 17

- DRAINTILE NOTES:**
1. INFILTRATION BASIN DRAINTILE TO BE 4-INCH WITH KNIT SOCK, VALVES, AND SCREW CAP CLEANOUTS.
 2. ALL DRAINTILE TO DAYLIGHT INTO MANHOLE, CATCHBASIN OR INTO A HEADWALL STRUCTURE.
 3. CLEANOUTS SHALL BE PROTECTED WITH A FORD A-1 COVER.
 4. ALL BASINS SHALL HAVE A 4-INCH INSPECTION TUBE INSTALLED WITH SCREW CAP. (SEE DETAIL STM-14)



BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV.= 980.18

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Name: *Paul J. Chene*
Reg. No.: 19940 Date: 3-25-2019

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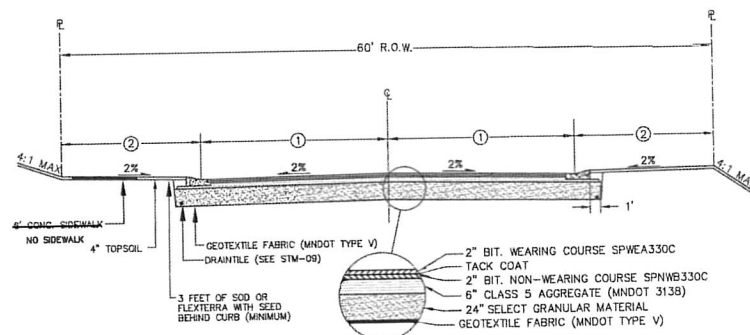
Date: 7-25-2019
Designed: PJC
Drawn: MPC

DRAINTILE PLAN

AMBERWOOD, LLC
5866 BLACKSHIRE PATH
INVER GROVE HEIGHTS, MN 55076

AMBERWOOD
INVER GROVE HEIGHTS, MINNESOTA

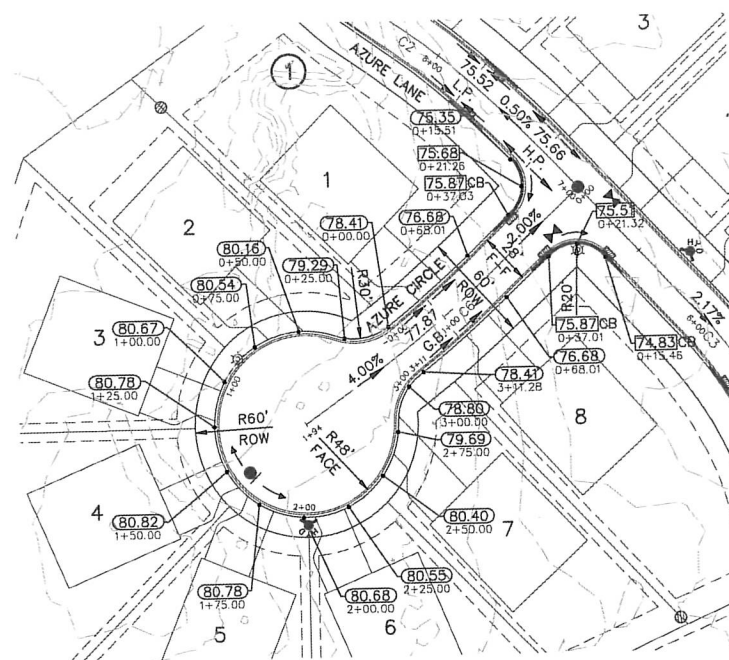
3.4 OF 17



- ① 18' FOR PARKING ON BOTH SIDES OF STREET
14' FOR PARKING ON ONE SIDE OF STREET
- ② 12' FOR PARKING ON BOTH SIDES OF STREET
16' FOR PARKING ON ONE SIDE OF STREET

1. ALL RADI SHALL BE 66 CURB AND GUTTER WITH 10' TRANSITIONS FROM EACH SIDE OF RADIUS.
2. FOR CATCHBASIN TRANSITIONS SEE STR-07.
3. DRAINAGE SHALL BE INSTALLED AT ALL CATCHBASINS AND AS DIRECTED BY THE ENGINEER.
4. BOTH CONCRETE SIDEWALK AND BITUMINOUS TRAIL TO BE INSTALLED ON URBAN COLLECTOR STREETS.
5. TRAIL SHALL BE INSTALLED ON THE NORTH AND SOUTH SIDE OF STREET.
6. SIDEWALK TO BE INSTALLED ON THE SOUTH AND WEST SIDE OF STREET.
7. SET CURB-15 FOR TRAIL AND SIDEWALK SECTIONS.
8. SIDEWALK AND TRAIL SHALL BE PLACED 1' FROM PROPERTY LINE.
9. MUST MAINTAIN A MINIMUM OF 6' BOULEVARD FOR SNOW STORAGE.
10. IF STREET IS PLACED ON A 50' RIGHT OF WAY A SIDEWALK EASEMENT WILL BE REQUIRED TO MAINTAIN THE 6' BOULEVARD FOR SNOW STORAGE.

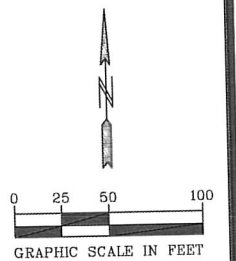
URBAN STREET SECTION
LOCAL STREET (D.T.S.)



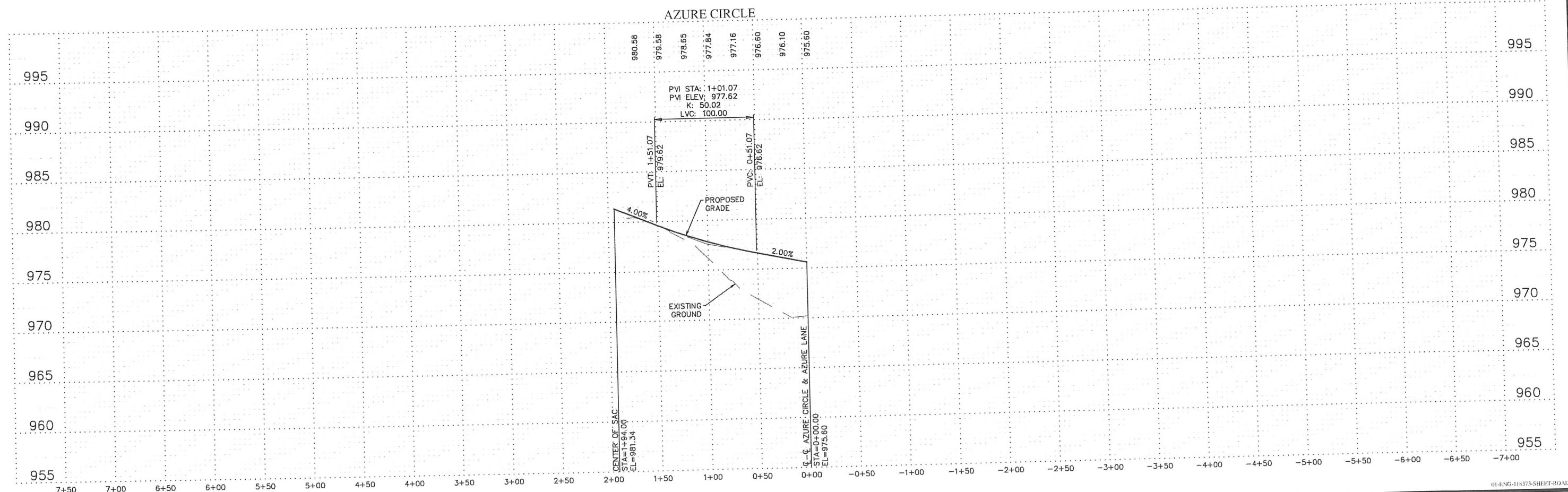
CURB LEGEND

- 08.15 = GUTTER LINE ELEVATION FOR D428 SURMOUNTABLE CURB
- 08.32 = GUTTER LINE ELEVATION FOR B618 CURB
- 07.82 = BITUMINOUS ELEVATION
- = SURMOUNTABLE D428 CURB & GUTTER (CITY PLATE STR-06)
- = B618 CURB & GUTTER (CITY PLATE STR-06)
- = BITUMINOUS EDGE

CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC	PT
C6	7°58'46"	83.56	600.00	41.85	0+68.01	1+51.57



BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV. = 980.18



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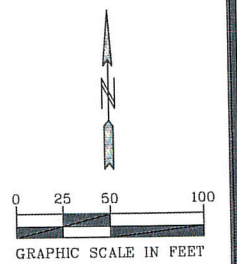
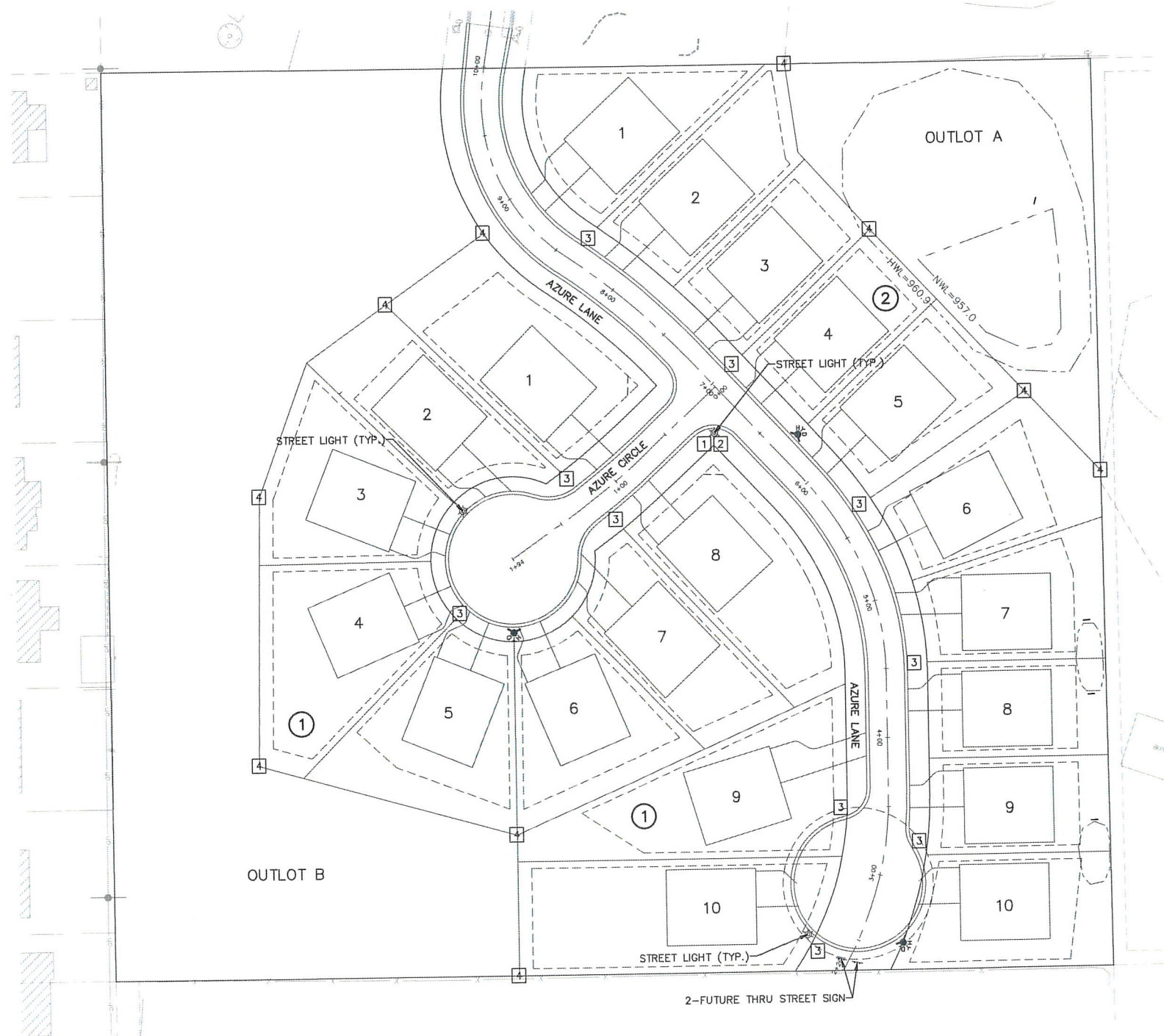
Date: 7-25-2019
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Drawn: MFC

STREET CONSTRUCTION

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5806 BLACKSHIRE PATH
INVER GROVE HEIGHTS, MN 55076

AMBERWOOD
INVER GROVE HEIGHTS, MINNESOTA

4.2 OF 17



BENCH MARK
 TOP OF NUT HYDRANT
 EAST SIDE OF AZURE LANE
 SOUTH OF AZURE CT.
 ELEV.= 980.18

SIGNAGE LEGEND			
1		R1-1	3
			R8-3
2	STREET SIGNS "AZURE LANE" "AZURE CIRCLE"		4
			CONSERVATION AREA SIGN (PROVIDE 4X4 TREATED WOOD POST)

PIONEERengineering

CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
 2422 Enterprise Drive
 Mendota Heights, MN 55120
 (651) 681-1914
 Fax: 681-9488
 www.pioneereng.com

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.

Name: *Paul J. Cherns*
 Reg. No. 19860 Date: 7-25-2019

Revisions:
 1. 8/16/2019 City Comments

Date: 7-25-2019
 Designed: JPC
 Drawn: MPC

SIGN & LIGHTING PLAN

AMBERWOOD, LLC
 5866 BLACKSHIRE PATH
 INVER GROVE HEIGHTS, MN 55076

AMBERWOOD
 INVER GROVE HEIGHTS, MINNESOTA

5.1 OF 17

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

Consider a Resolution authorizing staff to enter into a Professional Services Agreement with Kimley-Horn to prepare an update to the Northwest Expansion Area Alternative Urban Areawide Review (AUAR).

Meeting Date: September 23, 2019
 Item Type: Consent Agenda
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve a Resolution authorizing staff to enter into a Professional Services Agreement with Kimley-Horn to prepare an update to the Northwest Expansion Area Alternative Urban Areawide Review (AUAR).

- Requires 3/5th's vote.

SUMMARY

The Northwest Expansion Area AUAR was completed in 2005 with updates to this plan in 2007 and 2014. The existing AUAR requires an update per MN Rules. The AUAR Update will incorporate information from the 2040 Comprehensive Plan along with any updates in development that have occurred over the last five years.

Planning Staff distributed a request for proposals (RFP) to update the AUAR to five local planning and engineering firms. Proposals were received from two of the firms by the deadline for submittal. The two firms provided a not to exceed cost listed below:

Kimley-Horn	\$19,865
HKGi and Bolton & Menk	\$23,667

Staff believes both proposals would assist the City in meeting the AUAR update requirements. Kimley-Horn proposes to meet the update requirements and the City's goals under the proposed budget. The work outlined in the proposal will be funded from the Planning Department account fund 101.45.3200.419.30600.

RECOMMENDATION

Planning Staff is recommending the Council approve a resolution authorizing the execution of the professional services agreement with Kimley-Horn in an amount not to exceed \$19,865 as outlined in their August 2019 proposal.

Attachments: Resolution

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 19-_____

RESOLUTION AUTHORIZING STAFF TO ENTER INTO A PROFESSIONAL SERVICES
AGREEMENT WITH KIMLEY-HORN TO PREPARE AN UPDATE TO THE NORTHWEST
EXPANSION AREA ALTERNATIVE URBAN AREAWIDE REVIEW (AUAR)

WHEREAS, the City of Inver Grove Heights is required to update the Northwest Expansion Area AUAR per MN Rules 4410.3610;

WHEREAS, the City distributed an RFP for the AUAR update to the City's consulting planning and engineering pool;

WHEREAS, the City received two proposals in response to the RFP;

WHEREAS, Kimley-Horn has the professional knowledge and understanding of the AUAR update requirements to provide the professional services as outline in the August 2019 proposal.

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

1. The professional services agreement with Kimley-Horn to perform the scope of services outlined in their proposal for an amount not to exceed \$19,865 is approved.
2. Staff is authorized to execute the agreement to perform the study.
3. The work shall be funded from the approved 2019 Planning Division budget.

Adopted by the City Council of Inver Grove Heights this 23rd day of September, 2019.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Joe Lynch, City Administrator /Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

MINNESOTA HUMAN TRAFFICKING INVESTIGATORS TASK FORCE

Meeting Date: September 23, 2019

Item Type: Consent

Prepared by: Dennis Haugland, Commander

Contact: 651-450-2460

Reviewed by: Melissa Chiodo, Police Chief

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the Joint Powers Agreement for the State of Minnesota Human Trafficking Investigators Task Force. Adopt resolution relating to the City of Inver Grove Heights participation in State of Minnesota Human Trafficking Investigators Task Force and authorize the Mayor to execute the document on behalf of the City of Inver Grove Heights.

SUMMARY

The City of Inver Grove Heights would partner with the State of Minnesota through the Minnesota Bureau of Criminal Apprehension and other participating agencies to combat human trafficking and the sexual exploitation of children. The Human Trafficking Investigators Task Force uses a three pronged approach: prevention, education and enforcement to accomplish their mission.

Members of the unit will conduct investigations in accordance with the standards that are set by the Human Trafficking Investigators Task Force. The City of Inver Grove Heights will be responsible for assigning an employee to assist on the Human Trafficking Investigators Task Force which will require the employee to attend scheduled meetings and assist with investigations while maintaining primary responsibilities at the City of Inver Grove Heights. The collaboration of the Human Trafficking Investigators Task Force makes more personnel and equipment available to investigate these highly intensive investigations.

ATTACHMENTS

1. 2019 Joint Powers Agreement for the Human Trafficking Investigators Task Force
2. Resolution

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO.**

**RESOLUTION TO PARTICIPATE IN THE MINNESOTA HUMAN TRAFFICKING
INVESTIGATORS TASK FORCE**

WHEREAS, the City of Inver Grove Heights entered into a joint powers agreement with the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension (BCA) for the City of Inver Grove Heights to participate in the Minnesota Human Trafficking Investigators Task Force.

WHEREAS, the City of Inver Grove Heights, a governmental unit of the State of Minnesota, through its duly elected governing body, has adopted a resolution approving the Agreement and authorizing its MAYOR to execute the same; and

WHEREAS, the Agreement provides that any amendments to the Agreement must be in writing and executed by all of the parties.

NOW, THEREFORE, BE IT RESOLVED the City Council approves executing the joint powers agreement between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the BCA and the City of Inver Grove Heights.

Passed by the City Council of Inver Grove Heights this 23rd day of September, 2019.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Interim Deputy City Clerk



STATE OF MINNESOTA HUMAN TRAFFICKING INVESTIGATORS TASK FORCE JOINT POWERS AGREEMENT

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Inver Grove Heights on behalf of its Police Department ("Governmental Unit"),

Recitals

Under Minnesota Statutes, § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute human trafficking and sexual exploitation of children. The Governmental Unit wants to participate in the Minnesota Human Trafficking Investigators Task Force ("MNHITF") as an affiliate member.

Agreement

1. Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes, § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires December 31, 2019, unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to make the Governmental Unit part of the Minnesota Human Trafficking Investigators Task Force that will use a three-pronged approach to combat human trafficking and the sexual exploitation of children: **prevention, education and enforcement**. The BCA will provide a Senior Special Agent who will serve as the Commander of the task force.

3. Standards

The Governmental Unit will adhere to the MNHITF Standards identified below.

- 3.1 Investigate human trafficking crimes committed by organized groups or individuals related to child sexual exploitation, sex trafficking with a focus on minors being trafficked, and labor trafficking.
- 3.2 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.
- 3.3 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.
- 3.4 Investigators will use, as appropriate, a broad array of investigative technologies and techniques.
- 3.5 Investigators will interview and prepare reports of victim rescues and be able to direct those victims to appropriate public and private resources to help ensure their safety and integration back into society.
- 3.6 Affiliate Task Force members must be able to dedicate sufficient time to the task force to

complete their assigned duties for the duration of the term of this Agreement.

3.7 Investigators must be licensed peace officers.

3.8 Affiliate members will investigate cases involving cross-jurisdictional, high impact and/or organized groups involving human trafficking. The assignment may require investigators to travel to neighboring jurisdictions as investigations expand or as assigned by the task force commander.

3.9 Affiliate members will be asked to participate in pro-active operations deterring sexual exploitation of children and rescuing victims of human trafficking primarily focused on minors with the goal of identifying their traffickers.

3.10 Affiliate Task Force members will prepare an operational briefing sheet for each active operation, to be approved by the task force commander.

3.11 Affiliate Task Force members will prepare investigative reports to be submitted to the task force commander. Affiliate members must submit statistics to the task force commander on a monthly basis.

3.12 Affiliate members are assigned to their home agencies and may request assistance and resources on a case-by-case basis as approved by the task force commander.

3.13 Affiliate members must deconflict case investigations with the MNHITF deconfliction system.

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

4.1.1 Conduct investigations in accordance with provisions of the MNHITF Standards, identified in clause 3 above, and conclude such investigations in a timely manner.

4.1.2 Maintain accurate records of prevention, education, and enforcement activities, to be collected and forwarded quarterly to the BCA for statistical reporting purposes.

4.1.3 Assign, on a part-time basis, one or more employees of the Governmental Unit as members to the MNHITF. All employees of the Governmental Unit assigned as members, and while performing MNHITF assignments, shall continue to be employed and directly supervised by the same Governmental Unit currently employing that member. All services, duties, acts or omissions performed by the MNHITF member will be within the course and duty of the member's employment and therefore covered by the Workers Compensation and other compensation programs of the Governmental Unit including fringe benefits.

4.1.4 Make a reasonable good faith attempt to be represented at all scheduled MNHITF meetings in order to share information and resources among the MNHITF members.

4.1.5 Participate fully in any audits required by the Minnesota Human Trafficking Task Force.

4.2 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a member as an employee of the Governmental Unit.

5. Payment

5.1 Governmental Unit must first submit a written request for funds and receive approval for the funds from BCA.

5.2 Governmental Unit must supply original receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the BCA to the Governmental Unit within thirty (30) calendar days of the date of the invoice with payment made to the address listed above.

6. Authorized Representatives

The BCA's Authorized Representative is:

Name:	Jeffrey Hansen, Deputy Superintendent
Address:	Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Street East Saint Paul, MN 55106
Telephone:	651.793.7000
E-mail Address:	jeff.hansen@state.mn.us

The Governmental Unit's Authorized Representative is:

Name: Melissa Chiodo, Chief
Address: 8150 Barbara Ave E
Inver Grove Heights, MN 55077
Telephone: 651.450.2525
E-mail Address: mechiodo@invergroveheights.org

7. Assignment, Amendments, Waiver, and Agreement Complete

- 7.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 7.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3 Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 7.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes, § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes, §§ 466.01-466.15, and other applicable law.

9. Audits

Under Minnesota Statutes, § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

11. Venue

The venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Expiration and Termination

- 12.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.
- 12.2** Upon expiration or earlier termination of this Agreement, the Governmental Unit shall provide the MNHITF Commander all investigative equipment that was acquired under this Agreement.

13. Continuing Obligations

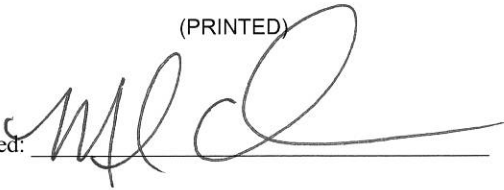
The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: Melissa Chiodo

(PRINTED)

Signed: 

Title: Chief of Police

Date: 6/24/19

Name: _____

(PRINTED)

Signed: _____

Title: _____

(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU
OF CRIMINAL APPREHENSION**

Name: _____

(PRINTED)

Signed: _____

Title: _____

(with delegated authority)

Date: _____

**4. COMMISSIONER OF
ADMINISTRATION**

delegated to Materials Management Division

By: _____

Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: September 23, 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:

- | | |
|-------------------------------------|--|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: Municipal State Aid Funds, Special Assessments, Developer Funds, City Funds |

PURPOSE/ACTION REQUESTED

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

SUMMARY

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

Pay Voucher No. 3 is for work that occurred through August 31, 2019 and includes watermain, storm sewer, material hauling and sub grade placement and bituminous base for the 65th Street improvements and watermain installation.

I recommend approval of Pay Voucher No. 3 in the amount of \$ 762,939.26 for work on the 2019 Capital Improvement Program, City Project No. 2015-03 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 NWA Trunk Watermain Improvements-65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane

TJK/me

Attachments: Pay Voucher No. 3

CITY OF INVER GROVE HEIGHTS CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 3 (three)

DATE: September 23, 2019

PERIOD ENDING: August 31, 2019

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

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

Original Contract Amount	\$1,743,504.50
--------------------------------	----------------

Total Addition\$0.00

Total Deduction\$0.00

Total Contract Amount.....\$1,743,504.50

Total Value of Work to Date..... \$1,624,817.48

Less Retained (5%)	\$81,240.87
--------------------------	-------------

Less Previous Payment.....	\$780,637.35
----------------------------	--------------

Total Approved for Payment this Voucher..... \$762,939.26

Total Payments including this Voucher\$1,543,576.61

Approvals:

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

Signed by: 
Thomas J. Kaldunski, City Engineer

September 23, 2019
Date

Signed by: _____
Danner, Inc.

Date _____

Signed by: _____
George Tourville, Mayor

September 23, 2019
Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 10 for City Project Nos. 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

Meeting Date: September 23, 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
 SAT
 SB

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 10 for City Project Nos. 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

SUMMARY

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

Pay Voucher No. 9 is for work that occurred through August 31, 2019 and includes surfacing, striping, and restoration for the 65th Street and T.H. 3 intersection improvements and watermain installation.

I recommend approval of Pay Voucher No. 10, in the amount of \$ 185,497.65 for work on the 2018 Capital Improvement Program, City Project Nos. 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

TJK/me

Attachments: Pay Voucher No. 10

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

ESTIMATE NO: 10 (Ten)
DATE: September 23, 2019
PERIOD ENDING: August 31, 2019
PROJECT NO: City Project Nos. 2017-03 – Watermain Improvements 65th Street Loop
and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

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

Original Contract Amount	\$3,822,211.12
Total Addition	\$109,228.88
Total Deduction	\$0.00
Total Contract Amount.....	\$3,931,440.00
Total Value of Work to Date.....	\$3,703,007.53
Less Retained (5%)	\$185,150.38
Less Previous Payment.....	\$3,332,359.50
Total Approved for Payment this Voucher.....	\$185,497.65
Total Payments including this Voucher	\$3,517,857.15

Approvals:

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

Signed by:	 Thomas J. Kaldunski, City Engineer	<u>September 23, 2019</u> Date
Signed by:	_____ Max Steininger, Inc.	_____ Date
Signed by:	_____ George Tourville, Mayor	<u>September 23, 2019</u> Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 5, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2017-09E – 93rd Street and Abigail Court Area Reconstruction

Meeting Date: September 23, 2019

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572

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

Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 5, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2017-09E – 93rd Street and Abigail Court Area Reconstruction.

SUMMARY

The improvements were ordered as part of the 2018 Pavement Management Program. The contract was awarded in the amount of \$729,821.54 to Park Construction Company on May 14, 2018 for City Project No. 2017-09E – 93rd Street and Abigail Court Area Reconstruction.

Final Compensating Change Order No. 1, in the amount of (\$136,438.58), is to balance the contract amount with the work satisfactorily completed to date.

I recommend approval of Final Compensating Change Order No. 1, in the amount of (\$136,438.58), for revised contract amount of \$593,382.96 for and Final Pay Voucher No. 5 in the amount of \$11,867.66 City Project No. 2017-09E – 93rd Street and Abigail Court Area Reconstruction

SWD/np

Attachments: Final Compensating Change Order No. 1
Final Pay Voucher No. 5
Engineer's Final Report
Resolution Accepting Work

FINAL COMPENSATING CHANGE ORDER NO. 1

2018 Pavement Management Program

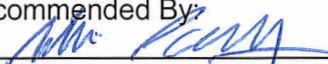
City Project No. 2017-09E – 93RD Street and Abigail Court Area Reconstruction

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: September 23, 2019
Contractor: Park Construction Company 1481 81st Ave NE Minneapolis, MN 55432	Engineer: SEH, Inc.

PURPOSE OF CHANGE ORDER

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

Total Value of Work Completed to Date	\$593,382.96
Contract Amount to Date	\$729,821.54
Final Compensating Change Order Amount	(\$136,438.58)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$729,821.54	Original Contract Time:
Previous Change Orders \$(0.00)	Net Change from Previous Change Orders None
Contract Price Prior to this Change Order \$581,515.30	Contract Time Prior to this Change Order None
Net Increase (Decrease) of this Change Order (\$136,438.58)	Net Increase (Decrease) of Change Order None
Contract Price with all Approved Change Orders \$593,382.96	Contract Time with Approved Change None
Recommended By:  Nicole Portugal, Engineering Technician	Approved By:  Park Construction Company

Approved By:

Approved By:

Date of Council Action:

Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

September 23, 2019

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2017-09E – 93RD STREET AND ABIGAIL COURT AREA RECONSTRUCTION

September 23, 2019

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have reviewed the work under contract to Park Construction Company
The work consisted of street reconstruction.

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

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

ORIGINAL CONTRACT PRICE	\$729,821.54
CHANGE ORDERS	(\$136,438.58)
FINAL CONTRACT AMOUNT	\$593,382.96
FINAL VALUE OF WORK	\$593,382.96
PREVIOUS PAYMENTS	\$581,515.30
BALANCE DUE	\$11,867.66

Sincerely,



Steve W. Dodge, P.E.
Assistant City Engineer

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

ESTIMATE NO: 5 (FIVE) FINAL
DATE: September 23, 2019
PERIOD ENDING: June 30, 2019
CONTRACT: 2018 Pavement Management Program
PROJECT NO: 2017-09E – 93rd Street and Abigail Court Area Reconstruction

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

Original Contract Amount\$729,821.54
Total Addition\$0.00
Total Deduction (Change Order No. 1)(\$136,438.58)
Total Contract Amount.....\$593,382.96
Total Value of Work to Date.....\$593,382.96
Less Retained (0%)\$0.00
Less Previous Payment.....\$581,515.30
Total Approved for Payment this Voucher.....\$11,867.66
Total Payments including this Voucher\$593,382.96

Approvals:

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

Signed by: _____
Thomas J. Kaldunski, City Engineer

September 23, 2019

Signed by: 
Park Construction Company.

9/18/2019
Date

Signed by: _____
George Tourville, Mayor

September 23, 2019



Application for Payment
(Unit Price Contract)
No. 5

Eng. Project No.: INVER 138128

Location: Inver Grove Heights, Minnesota

Contracto Park Construction Company

Contract Date _____

1481 81st Ave. NE

Minneapolis, MN 55432

Contract Amount \$ 729,821.54

Contract f 2018 Pavement Management Program - 93rd Street/Abigail Court Area Reconstruction

Application Date _____

For Period Ending _____

Line	Item No.	Item	Unit	Est. Quanti	Quantity to Date	Unit Price	Total Price	Contract Prices
STREETS (BID SCHEDULE 1)								
1	2021.5	MOBILIZATION	LS	1	<u>1</u>	\$35,600.00	<u>\$35,600.00</u>	\$35,600.00
2	2101.5	CLEARING	TREE	74	<u>93</u>	\$80.80	<u>\$7,514.40</u>	\$5,979.20
3	2101.51	GRUBBING	TREE	74	<u>74</u>	\$50.50	<u>\$3,737.00</u>	\$3,737.00
4	2104.5	REMOVE CURB AND GUTTER	LF	3446	<u>3446</u>	\$2.65	<u>\$9,131.90</u>	\$9,131.90
5	2104.51	REMOVE BITUMINOUS DRIVEWAY OR TRAIL PAVEMENT	SY	345	<u>345</u>	\$9.55	<u>\$3,294.75</u>	\$3,294.75
6	2104.51	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	41	<u>41</u>	\$12.20	<u>\$500.20</u>	\$500.20
7	2104.52	SALVAGE SIGN TYPE C	EACH	6	<u>4</u>	\$17.70	<u>\$70.80</u>	\$106.20
8	2105.5	COMMON EXCAVATION (EV) (P)	CY	6802	<u>6802</u>	\$12.50	<u>\$85,025.00</u>	\$85,025.00
9	2105.51	SUBGRADE EXCAVATION (EV)	CY	200	<u> </u>	\$11.50	<u> </u>	\$2,300.00
10	2105.52	SELECT GRANULAR BORROW (CV)	CY	4658	<u>4658</u>	\$18.00	<u>\$83,844.00</u>	\$83,844.00
11	2105.54	STABILIZING AGGREGATE	CY	100	<u> </u>	\$42.80	<u> </u>	\$4,280.00
12	2105.6	GEOTEXTILE FABRIC, TYPE V	SY	6986	<u>6986</u>	\$0.72	<u>\$5,029.92</u>	\$5,029.92
13	2123.61	STREET SWEEPING (WITH PICKUP BROOM)	HOUR	20	<u>9.5</u>	\$121.00	<u>\$1,149.50</u>	\$2,420.00
14	2130.5	WATER	MGAL	85	<u>14</u>	\$24.20	<u>\$338.80</u>	\$2,057.00
15	2211.5	AGGREGATE BASE (CV) CLASS 5	TON	2340	<u>1251</u>	\$20.60	<u>\$25,770.60</u>	\$48,204.00
16	2331.6	JOINT ADHESIVE	LF	3516	<u>3428</u>	\$0.53	<u>\$1,816.84</u>	\$1,863.48
17	2331.6	EDGE MILL BITUMINOUS SURFACE	SY	35	<u>9.33</u>	\$4.65	<u>\$43.38</u>	\$162.75
18	2331.6	BITUMINOUS PAVEMENT RECLAMATION (P)	SF	51788	<u>51788</u>	\$0.08	<u>\$4,143.04</u>	\$4,143.04
19	2357.5	BITUMINOUS TACK COAT	GAL	374	<u>210</u>	\$1.80	<u>\$378.00</u>	\$673.20
20	2360.5	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	696	<u>520</u>	\$64.50	<u>\$33,540.00</u>	\$44,892.00
21	2360.5	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	696	<u>607</u>	\$61.00	<u>\$37,027.00</u>	\$42,456.00

Line	Item No.	Item	Unit	Est. Quanti	Quantity to Date	Unit Price	Total Price	Contract Prices
22	2360.5	TYPE SP 9.5 WEARING COURSE MIX (2,E), 6.0" - DRIVEWAY	TON	72	60.88	\$159.00	\$9,679.92	\$11,448.00
23	2501.6	EXCAV. SPECIAL (POTHOLE EXISTING UTILITY)	EACH	5		\$180.00		\$900.00
24	2502.52	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT	LF	3516	3516	\$2.15	\$7,559.40	\$7,559.40
25	2531.5	CONCRETE CURB AND GUTTER DESIGN B618	LF	3516	3428	\$12.80	\$43,878.40	\$45,004.80
26	2531.5	CONCRETE CURB AND GUTTER (HAND POUR)	LF	200		\$23.30		\$4,660.00
27	2531.51	DECORATIVE DRIVEWAY ALLOWANCE	LS	1	0.1	\$10,000.00	\$1,000.00	\$10,000.00
28	2531.51	6" CONCRETE DRIVEWAY PAVEMENT	SY	41	26	\$54.20	\$1,409.20	\$2,222.20
29	2531.6	HIGH EARLY STRENGTH CONCRETE	CY	20		\$138.00		\$2,760.00
30	2540.6	MAILBOX MAINTENANCE	LS	1	1	\$2,020.00	\$2,020.00	\$2,020.00
31	2540.6	BOULEVARD LANDSCAPING ALLOWANCE	LS	1	0.25	\$10,000.00	\$2,500.00	\$10,000.00
32	2563.6	TRAFFIC CONTROL ALLOWANCE	LS	1		\$10,000.00		\$10,000.00
33	2564.53	SIGN PANELS TYPE C	SF	36	27.75	\$30.30	\$840.83	\$1,090.80
34	2572.13	PRUNE TREES	HR	10	10	\$242.00	\$2,420.00	\$2,420.00
35	2573.5	SILT FENCE, TYPE MS	LF	2200	519	\$1.95	\$1,012.05	\$4,290.00
36	2573.53	STORM DRAIN INLET PROTECTION (WIMCO)	EACH	18	13	\$137.00	\$1,781.00	\$2,466.00
37	2573.53	SEDIMENT CONTROL LOG TYPE COMPOST	LF	100	2506	\$3.30	\$8,269.80	\$330.00
38	2573.54	STABILIZED CONSTRUCTION EXIT	LS	1		\$688.00		\$688.00
39	2573.55	EROSION CONTROL SUPERVISOR	LS	1	1	\$954.00	\$954.00	\$954.00
40	2573.6	STORM WATER MANAGEMENT ALLOWANCE	LS	1	0.74	\$10,000.00	\$7,400.00	\$10,000.00
41	2573.6	DEWATERING (EXCAVATION)	LS	1		\$569.00		\$569.00
42	2574.53	BOULEVARD TOPSOIL BORROW (CV)	CY	1300	433	\$42.35	\$18,337.55	\$55,055.00
43	2575.5	SEEDING (MIX 25-151)	ACRE	1	1.64	\$3,280.00	\$5,379.20	\$3,280.00
44	2575.5	SEEDING (MIX 36-211)	ACRE	0.2		\$1,460.00		\$292.00
45	2575.56	FLEXTERRA HYDROMULCH (HYDRAULIC SOIL STAB. TYPE SPECIAL)	LB	4770	1596	\$1.25	\$1,995.00	\$5,962.50
46	2575.57	RAPID STABILIZATION METHOD 2 MODIFIED	SY	1400		\$1.00		\$1,400.00

Line	Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price	Contract Prices
47	2575.57	EROSION STABILIZATION MAT SHOREMAX W/ SC250	SY	235	132.9	\$49.70	\$6,605.13	\$11,679.50
TOTAL - STREETS (BID SCHEDULE 1)							\$460,996.61	
STORM SEWER (BID SCHEDULE 2)								
1	2104.5	REMOVE SEWER PIPE (STORM)	LF	88	88	\$11.30	\$994.40	\$994.40
2	2104.5	REMOVE STORM STRUCTURE	EACH	2	2	\$330.00	\$660.00	\$660.00
3	2501.52	12" RC PIPE APRON	EACH	1	1	\$942.00	\$942.00	\$942.00
4	2501.52	24" RC PIPE APRON	EACH	1	1	\$1,590.00	\$1,590.00	\$1,590.00
5	2501.52	30" RC PIPE APRON	EACH	2	2	\$1,940.00	\$3,880.00	\$3,880.00
6	2503.54	15" RC PIPE SEWER DES 3006 CL V	LF	272	272	\$36.40	\$9,900.80	\$9,900.80
7	2503.54	18" RC PIPE SEWER DES 3006 CL V	LF	136	113	\$39.60	\$4,474.80	\$5,385.60
8	2503.54	24" RC PIPE SEWER DES 3006 CL III	LF	100	100	\$56.90	\$5,690.00	\$5,690.00
9	2503.54	30" RC PIPE SEWER DES 3006 CL III	LF	104	104	\$64.40	\$6,697.60	\$6,697.60
10	2503.6	12" HDPE PIPE SEWER	LF	42		\$20.80		\$873.60
11	2503.6	18" HDPE PIPE SEWER	LF	210	233	\$107.00	\$24,931.00	\$22,470.00
12	2506.5	CONSTRUCT DRAINAGE STRUCTURE 2' X 3' CB	EACH	3	3	\$1,810.00	\$5,430.00	\$5,430.00
13	2506.5	CONSTRUCT DRAINAGE STRUCTURE 27" CB	EACH	1	1	\$1,310.00	\$1,310.00	\$1,310.00
14	2506.5	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	EACH	9	9	\$2,620.00	\$23,580.00	\$23,580.00
15	2506.5	CONSTRUCT DRAINAGE STRUCTURE DES 60-4020	EACH	1	1	\$4,380.00	\$4,380.00	\$4,380.00
16	2506.5	CONSTRUCT DRAINAGE STRUCTURE DES 84-4020	EACH	1	1	\$7,140.00	\$7,140.00	\$7,140.00
TOTAL - STORM SEWER (BID SCHEDULE 2)							\$101,600.60	
RAIN GARDEN (BID SCHEDULE 3)								
1	2411.6	FORD A1 COVER	EACH	3	2	\$188.00	\$376.00	\$564.00
2	2502.54	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LF	160	160	\$8.65	\$1,384.00	\$1,384.00
3	2502.6	INSTALL 4" PVC PIPE DRAIN CLEANOUT (VENTED)	EACH	2	2	\$127.00	\$254.00	\$254.00
4	2504.6	4" KNIFE VALVE AND BOX	EACH	1	1	\$395.00	\$395.00	\$395.00
5	2540.6	LANDSCAPE EDGER PLASTIC	LF	400	413	\$3.55	\$1,466.15	\$1,420.00
6	2571.51	PLANTS-SHRUBS-TREES	EACH	537	211	\$20.10	\$4,241.10	\$10,793.70
7	2571.62	RAIN GARDEN PREPARATION, SAND, MULCH, AND COMPOST BEDDING	SF	3360	3570	\$6.35	\$22,669.50	\$21,336.00
TOTAL - RAIN GARDEN (BID SCHEDULE 3)							\$30,785.75	

Line	Item No.	Item	Unit	Est. Quanti	Quantity to Date	Unit Price	Total Price	Contract Prices
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Total Contract Amount							<u>\$593,382.96</u>	\$729,821.54
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Line	Item No.	Item	Unit	Est. Quanti	Quantity to Date	Unit Price	Total Price	Contract Prices
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COST SUMMARY

Contract: CP 2017-09E
Owner: City of Inver Grove Heights
Project: 93rd-Abigail Reconstruction

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
1	Street Improvements	\$592,750.84	\$460,996.61
2	Storm Sewer Improvements	\$100,924.00	\$101,600.60
3	Rain Garden Improvements	\$36,146.70	\$30,785.75

Total Base Cost	\$729,821.54	\$593,382.96
Change Order No. 1	136,438.58	

Total Contract Amount	\$729,821.54	
Contract Work Completed To Date		\$593,382.96
Retainage 0.00%		\$ -
Previous Payments		\$581,515.30
Amount Due This Partial Payment #5		\$11,867.66

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

**RESOLUTION ACCEPTING WORK OF PARK CONSTRUCTION COMPANY AND AUTHORIZING
FINAL PAYMENT IN THE AMOUNT OF \$11,867.66**

CITY PROJECT NO. 2017-09E – 93RD STREET AND ABIGAIL COURT AREA RECONSTRUCTION

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated May 14, 2018, Park Construction Company, satisfactorily completed improvements and appurtenances for City Project No. 2017-09E – 93RD Street and Abigail Court Area Reconstruction and;

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

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

Adopted by the City Council of Inver Grove Heights this 23rd day of September 2019

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joe Lynch, Interim Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 2 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: September 23, 2019

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572

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

Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 2 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. 2, in the amount of \$517,176.26 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. 2

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

ESTIMATE NO: 2 (Two)
DATE: September 23, 2019
PERIOD ENDING: August 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.....	\$1,068,926.46
Less Retained (5%)	\$53,446.32
Less Previous Payment.....	\$498,303.88
Total Approved for Payment this Voucher.....	\$517,176.26
Total Payments including this Voucher	\$1,015,480.14

Approvals:

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

Signed by:	<u>Thomas J. Kaldunski, City Engineer</u>	<u>September 23, 2019</u>
Signed by:	<u>Veit & Company, Inc.</u>	<u>Date</u>
Signed by:	<u>George Tourville, Mayor</u>	<u>September 23, 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		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	\$ 19,955.00	\$ 19,955.00	\$ 19,955.00
2	2101.524	CLEARING	TREE	4.00	\$ 451.00	\$ 1,804.00	\$ 3,608.00
3	2101.524	GRUBBING	TREE	4.00	\$ 226.00	\$ 904.00	\$ 1,808.00
4	2104.502	SALVAGE SIGN TYPE C	EACH	10.00	\$ 45.75	\$ 457.50	\$ -
5	2104.503	REMOVE CURB & GUTTER	LF	2295.00	\$ 2.55	\$ 5,852.25	\$ 5,691.60
6	2104.504	REMOVE BITUMINOUS PAVEMENT (P)	SY	5883.00	\$ 2.85	\$ 16,766.55	\$ 16,766.55
7	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	73.00	\$ 8.50	\$ 620.50	\$ 909.50
8	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	498.00	\$ 2.40	\$ 1,195.20	\$ 1,272.00
9	2105.504	GEOTEXTILE FABRIC, TYPE V, WOVEN	SY	6755.00	\$ 1.15	\$ 7,768.25	\$ 7,768.25
10	2105.607	COMMON EXCAVATION (P)	CY	6732.00	\$ 27.05	\$ 182,100.60	\$ 182,100.60
11	2105.607	COMMON EXCAVATION - CONTAMINATED MATERIAL	CY	171.00	\$ 43.30	\$ 7,404.30	\$ -
12	2105.607	SUBGRADE EXCAVATION (CORRECTION)	CY	563.00	\$ 18.40	\$ 10,369.20	\$ 110.40
13	2105.609	STABILIZING AGGREGATE	TON	1013.00	\$ 26.50	\$ 26,844.50	\$ -
14	2105.609	SELECT GRANULAR BORROW (P)	CY	4503.00	\$ 21.30	\$ 95,913.90	\$ 95,913.90
15	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HR	30.00	\$ 127.50	\$ 3,825.00	\$ -
16	2130.501	WATER	MGAL	152.00	\$ 95.00	\$ 14,440.00	\$ 3,952.00
17	2211.509	AGGREGATE BASE CLASS 5	TON	2813.00	\$ 16.45	\$ 46,273.85	\$ 46,273.85
18	2232.604	EDGE MILL BITUMINOUS SURFACE	SY	95.00	\$ 6.00	\$ 570.00	\$ -
19	2331.603	JOINT ADHESIVE (MASTIC)	LF	2496.00	\$ 0.75	\$ 1,872.00	\$ -
20	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	435.00	\$ 5.00	\$ 2,175.00	\$ -
21	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3.C)	TON	786.00	\$ 82.85	\$ 65,120.10	\$ -
22	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3.C)	TON	807.06	\$ 71.00	\$ 55,806.00	\$ 57,301.26
23	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2.E), DRIVEWAY	TON	90.00	\$ 145.50	\$ 13,095.00	\$ 10,732.08
24	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)	EACH	3.00	\$ 654.00	\$ 1,962.00	\$ -
25	2503.603	4" OR 6" SOLID OR PERFORATED PVC PIPE DRAIN	LF	2,275.00	\$ 6.95	\$ 15,707.00	\$ 15,811.25
26	2521.518	6" CONCRETE WALK	SF	2,260.00	\$ 5.65	\$ 12,758.00	\$ 17,866.30
27	2521.518	PEDESTRIAN CURB RAMP	EACH	2.00	\$ 1,063.00	\$ 2,126.00	\$ 2,126.00
28	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LF	2,363.00	\$ 16.70	\$ 39,462.10	\$ 39,979.80
29	2531.503	CONCRETE CURB AND GUTTER DESIGN SURMOUNTABLE	LF	133.00	\$ 23.95	\$ 3,185.35	\$ -
30	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SY	31.00	\$ 93.50	\$ 2,898.50	\$ 6,358.00
31	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SY	141.00	\$ 98.50	\$ 13,888.50	\$ 7,289.00
32	2531.601	DRIVEWAY (SPECIAL) ALLOWANCE	LS	1.00	\$ 20.00	\$ 20.00	\$ -
33	2531.607	HIGH EARLY STRENGTH CONCRETE SURCHARGE	CY	30.00	\$ 5,000.00	\$ 1,500.00	\$ -
34	2540.601	MAILBOX MAINTENANCE	LS	1.00	\$ 2,866.00	\$ 2,866.00	\$ 2,866.00
35	2563.601	TRAFFIC CONTROL	LS	1.00	\$ 1,714.00	\$ 1,714.00	\$ 1,714.00
36	2564.518	SIGN PANELS TYPE C	SF	16.00	\$ 57.00	\$ 912.00	\$ -
37	2564.602	SIGN PANEL TYPE SPECIAL	EACH	2.00	\$ 457.00	\$ 914.00	\$ -
38	2564.602	INSTALL SALVAGED SIGN AND POST	EACH	4.00	\$ 194.00	\$ 776.00	\$ -
39	2564.618	CONSTRUCTION SIGN - SPECIAL	SF	48.00	\$ 22.85	\$ 1,096.80	\$ 1,096.80
40	2572.610	TREE PRUNING	HR	4.00	\$ 526.00	\$ 2,104.00	\$ -
41	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1.00	\$ 2,065.00	\$ 2,065.00	\$ 2,065.00
42	2573.501	EROSION CONTROL SUPERVISOR	LS	1.00	\$ 142.00	\$ 142.00	\$ 71.00
43	2573.502	STORM DRAIN INLET PROTECTION	EACH	10.00	\$ 175.50	\$ 1,755.00	\$ 2,808.00
44	2573.503	SEDIMENT CONTROL LOGS, TYPE COMPOST	LF	50.00	\$ 3.30	\$ 165.00	\$ -
45	2573.601	STORMWATER MANAGEMENT ALLOWANCE	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 1,450.00
46	2574.507	BOULEVARD TOPSOIL BORROW, 4" THICK	CY	657.00	\$ 43.00	\$ 28,251.00	\$ 11,266.00
47	2575.604	FUTERRA FIBER MAT, SEED 25-151, FERTILIZER	SY	2987.00	\$ 2.25	\$ 6,720.75	\$ -
48	2582.503	12" SOLID LINE WHITE - MULTI COMP	LF	40.00	\$ 13.50	\$ 540.00	\$ -

Schedule 1.1 Subtotal:

\$ 738,206.20 \$ 566,929.14

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	\$ 5,752.50
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	1.00	\$ 1,335.00	\$ 8,010.00	\$ 1,335.00

Schedule 1.4 Subtotal: \$ 90,537.30 \$ 80,177.60
Schedule 1 Subtotal: \$ 949,540.00 \$ 746,419.24

Schedule: 3.1
Description: Atwater Path Pavement Replacement 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
87	2021.501	MOBILIZATION	LS	1.00	1.00	\$ 14,015.00	\$ 14,015.00	\$ 14,015.00
88	2104.503	REMOVE CURB & GUTTER (SPOT REPAIR)	LF	665.00	748.00	\$ 5.60	\$ 3,724.00	\$ 4,188.80
89	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	64.00	0.00	\$ 5.60	\$ 358.40	\$ -
90	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	48.00	0.00	\$ 6.00	\$ 288.00	\$ -
91	2105.507	SPOT SUBGRADE EXCAVATION (CORRECTION)	CY	392.00	297.00	\$ 18.40	\$ 7,212.80	\$ 5,464.80
92	2105.604	FINISH GRADING	SY	5887.00	5,887.00	\$ 0.55	\$ 3,237.85	\$ 3,237.85
93	2105.607	HAUL EXCESS RECLAIM MATERIAL OFF SITE	CY	425.00	520.00	\$ 17.15	\$ 7,288.75	\$ 8,918.00
94	2130.501	WATER	MGAL	132.00	0.00	\$ 94.40	\$ 12,460.80	\$ -
95	2211.607	SUBGRADE CORRECTION W/ EXCESS RECLAIM	CY	392.00	297.00	\$ 6.15	\$ 2,410.80	\$ 1,826.55
96	2215.504	FULL DEPTH RECLAMATION (P)	SY	5887.00	5,887.00	\$ 0.60	\$ 3,532.20	\$ 3,532.20
97	2232.604	EDGE MILL BITUMINOUS SURFACE	SY	22.00	0.00	\$ 6.00	\$ 132.00	\$ -
98	2331.603	JOINT ADHESIVE (MASTIC)	LF	2734.00	0.00	\$ 0.70	\$ 1,913.80	\$ -
99	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	412.00	0.00	\$ 4.80	\$ 1,977.60	\$ -
100	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3.C)	TON	819.00	0.00	\$ 81.75	\$ 66,953.25	\$ -
101	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3.C)	TON	1229.00	1,109.13	\$ 68.30	\$ 83,940.70	\$ 75,753.58
102	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2.E), DRIVEWAY	TON	10.00	0.00	\$ 178.00	\$ 1,780.00	\$ -
103	2531.503	CONCRETE CURB AND GUTTER SURMOUNTABLE (HAND POUR)	LF	685.00	748.00	\$ 25.00	\$ 16,625.00	\$ 18,700.00
104	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SY	64.00	0.00	\$ 88.50	\$ 5,664.00	\$ -
105	2531.607	HIGH EARLY STRENGTH CONCRETE SURCHARGE	CY	30.00	0.00	\$ 20.25	\$ 607.50	\$ -
106	2563.601	TRAFFIC CONTROL	LS	1.00	1.00	\$ 1,142.00	\$ 1,142.00	\$ 1,142.00
107	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1.00	0.00	\$ 2,061.00	\$ 2,061.00	\$ -
108	2573.501	EROSION CONTROL SUPERVISOR	LS	1.00	1.00	\$ 142.00	\$ 142.00	\$ 142.00
109	2573.502	STORM DRAIN INLET PROTECTION	EACH	10.00	16.00	\$ 175.00	\$ 1,750.00	\$ 2,800.00
110	2573.503	SEDIMENT CONTROL LOGS, TYPE COMPOST	LF	50.00	0.00	\$ 3.30	\$ 165.00	\$ -
111	2573.601	STORMWATER MANAGEMENT ALLOWANCE	LS	1.00	0.00	\$ 5,000.00	\$ 5,000.00	\$ -
112	2574.507	BOULEVARD TOPSOIL BORROW, 4" THICK	CY	130.00	0.00	\$ 49.50	\$ 6,435.00	\$ -
113	2575.604	FUTERRA FIBER MAT, SEED 25-151, FERTILIZER	SY	886.00	0.00	\$ 3.00	\$ 2,658.00	\$ -

Schedule 3.1 Subtotal: \$ 253,475.45 \$ 139,720.78

Schedule: 3.2
Description: Atwater Path Pavement Replacement 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
114	2104.502	REMOVE CASTING & RINGS (SANITARY)	EACH	6.00	6.00	\$ 83.00	\$ 498.00	\$ 498.00
115	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	6.00	6.00	\$ 442.00	\$ 2,652.00	\$ 2,652.00
116	2506.602	INSTALL NEW RINGS AND CASTING (SANITARY)	EACH	5.00	5.00	\$ 1,113.00	\$ 5,565.00	\$ 5,565.00
117	2506.602	RECONSTRUCT SANITARY MANHOLE	EACH	1.00	2.00	\$ 3,223.00	\$ 3,223.00	\$ 6,446.00

Schedule 3.2 Subtotal: \$ 11,938.00 \$ 15,161.00

Schedule: 3.3
Description: Atwater Path Pavement Replacement 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
118	2104.502	REMOVE HYDRANT & VALVE	EACH	3.00	3.00	\$ 495.00	\$ 1,485.00	\$ 1,485.00
119	2504.602	HYDRANT & GATE VALVE	EACH	3.00	3.00	\$ 12,353.00	\$ 37,059.00	\$ 37,059.00
120	2504.602	REMOVE AND REPLACE GATE VALVE BOX	EACH	1.00	4.00	\$ 1,132.00	\$ 1,132.00	\$ 4,528.00
121	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS	EACH	1.00	4.00	\$ 104.00	\$ 104.00	\$ 416.00
122	2504.608	DUCTILE IRON FITTINGS	POUND	300.00	0.00	\$ 3.00	\$ 900.00	\$ -

Schedule 3.3 Subtotal: \$ 40,680.00 \$ 43,488.00

Schedule: 3.4		Atwater Path Pavement Replacement Storm Sewer				
Description:						
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price
123	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	7.00	7.00	\$ 483.00
124	2104.502	REMOVE CASTING & RINGS (STORM)	EACH	62.00	4.00	\$ 83.00
125	2104.503	REMOVE SEWER PIPE (STORM)	LF	38.00	93.00	\$ 19.00
126	2451.609	GRANULAR BACKFILL (STORM)	TON	67.00	0.00	\$ 18.75
127	2503.503	15" RC PIPE SEWER CLASS V	LF	53.00	85.00	\$ 56.75
128	2504.503	18" RC PIPE SEWER CLASS V	LF	20.00	8.00	\$ 60.00
129	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3'	EACH	5.00	5.00	\$ 2,891.00
130	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	2.00	2.00	\$ 3,618.00
131	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (SCICLONE)	EACH	2.00	2.00	\$ 11,886.00
132	2506.602	INSTALL NEW RINGS AND CASTING (STORM)	EACH	3.00	4.00	\$ 1,113.00
133	2506.602	CONNECT TO EXISTING STORM SEWER	EACH	7.00	7.00	\$ 990.00
134	2506.602	CONNECT TO EXISTING STORM STRUCTURE	EACH	1.00	0.00	\$ 990.00
				Total Estimated Cost	Contract Unit Price	Total Contract Cost To-Date
				\$ 71,435.00	\$	\$ 64,247.75
Schedule 3.4 Subtotal:				\$ 377,528.45	\$	\$ 262,617.53
Schedule: 4		Atwater Path Slope Stabilization				
Description:						
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price
135	2101.524	CLEARING	TREE	4.00	4.00	\$ 451.00
136	2101.524	GRUBBING	TREE	4.00	4.00	\$ 226.00
137	2105.504	GEOTEXTILE FABRIC, TYPE V, WOVEN	SY	11.00	11.00	\$ 3.30
138	2105.601	SLOPE GRADING	LS	1.00	1.00	\$ 5,800.00
139	2105.607	COMMON EXCAVATION (P)	CY	60.00	60.00	\$ 55.00
140	2451.609	COARSE FILTER AGGREGATE	TON	23.00	19.89	\$ 76.00
141	2501.502	27" RC PIPE APRON	EACH	1.00	1.00	\$ 4,298.00
142	2503.503	27" RC PIPE CLASS IV	LF	10.00	10.00	\$ 175.00
143	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020 - SPECIAL	EACH	1.00	1.00	\$ 9,394.00
144	2506.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00	1.00	\$ 990.00
145	2511.509	RANDOM RIPRAP, CLASS IV	CY	30.00	30.00	\$ 94.75
146	2572.610	TREE PRUNING	HR	4.00	0.00	\$ 526.00
147	2573.503	SILT FENCE, TYPE MS	LF	200.00	0.00	\$ 3.00
148	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	LF	141.00	100.00	\$ 14.75
149	2573.601	TEMPORARY EROSION CONTROL ALLOWANCE	LS	1.00	0.00	\$ 7,500.00
150	2574.507	BOULEVARD TOPSOIL BORROW, 6" THICK	CY	20.00	25.00	\$ 72.00
151	2575.504	FUTERRA FIBER MAT, SEED 25-151, FERTILIZER	SY	252.00	0.00	\$ 6.50
152	2575.504	EROSION CONTROL BLANKET CATEGORY 3N, NATIVE SEED, FERTILIZE	SY	160.00	117.00	\$ 1.65
153	2575.504	TURF REINFORCEMENT MAT CATEGORY 3	SY	160.00	117.00	\$ 16.50
				Total Estimated Cost	Contract Unit Price	Total Contract Cost To-Date
				\$ 51,132.55	\$	\$ 38,028.99
Schedule 4 Subtotal:				\$ 51,132.55	\$	\$ 38,028.99
Schedule: 5		HVP Soil Borrow Placement				
Description:						
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price
154	2021.601	MOBILIZATION	LS	1.00	1.00	\$ 2,789.00
155	2123.610	DOZER WITH OPERATOR	HOUR	100.00	102.00	\$ 228.00
156	2105.607	SALVAGE, STOCKPILE, AND RESPREAD TOPSOIL, 6" THICK	CY	6500.00	0.00	\$ 3.65
157	2573.503	SILT FENCE, TYPE MS	LF	500.00	600.00	\$ 2.25
158	2575.505	SEEDING	ACRE	0.15	0.00	\$ 6,912.00
159	2575.508	SEED MIXTURE 22-111	POUND	10.00	0.00	\$ 1.15
160	2575.508	HYDRAULIC BONDED FIBER MATRIX	POUND	525.00	0.00	\$ 1.15
				Total Estimated Cost	Contract Unit Price	Total Contract Cost To-Date
				\$ 52,091.05	\$	\$ 27,395.00
Schedule 5 Subtotal:				\$ 52,091.05	\$	\$ 27,395.00

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 Cost	Total Contract Cost To-Date
1.1	55th Street and 55th Street Court Reconstruction Streets	\$ 738,206.20	\$ 566,929.14
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	\$ 80,177.60
3.1	Atwater Path Pavement Replacement Streets	\$ 253,475.45	\$ 139,720.78
3.2	Atwater Path Pavement Replacement Sanitary Sewer	\$ 11,938.00	\$ 15,161.00
3.3	Atwater Path Pavement Replacement Water Main	\$ 40,680.00	\$ 43,488.00
3.4	Atwater Path Pavement Replacement Storm Sewer	\$ 71,435.00	\$ 64,247.75
4	Atwater Path Slope Stabilization	\$ 51,132.55	\$ 38,028.99
5	HVP Soil Borrow Placement	\$ 52,091.05	\$ 27,395.00
Total Base Cost		\$ 1,430,292.05	\$ 1,074,460.76
Change Order No. 1:		\$ (40,000.00)	\$ (29,997.00)
Change Order No. 2:		\$ 31,331.10	\$ 24,462.70
Total Contract Amount		\$ 1,421,623.15	
Contract Work Completed To Date			\$ 1,068,926.46
Retainage		5.00%	\$ 53,446.32
Previous Payments			\$ 498,303.88
Amount Due This Partial Payment #2			\$ 517,176.26

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project 2019-10 – Raingarden Inlet Retrofits

Meeting Date: September 23, 2019

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572 *TJK*

Prepared by: Steve W. Dodge, Assistant City Engineer *SWD*

Reviewed by: Scott D. Thureen, Public Works Director *SDT*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project 2019-10 – Raingarden Inlet Retrofits.

SUMMARY

The work was ordered to benefit the City's Roadside Raingarden Program. New catch basin inlets were installed and will collect debris and sediment allowing for easier maintenance for city staff. The contract was awarded in the amount of \$22,500 to M & J Services LLC on August 8, 2019 for City Project 2019-10 – Raingarden Inlet Retrofits.

Final Compensating Change Order No. 1, in the amount of \$645, reflects the additional amount of work that was performed on the six raingardens for a total final payment of \$23,145.00.

The contractor has completed the raingarden maintenance and retrofit work in accordance with the contract plans and specifications. Six raingarden catch basin inlets were installed and six raingardens received retaining wall extensions and appurtenant work.

I recommend approval of Final Compensating Change Order No. 1 in the amount of \$645 (for a revised contract amount of \$23,145), Final Pay Voucher No. 1 in the amount of \$23,145, Engineer's Final Report and Resolution Accepting Work for City Project 2019-10– Raingarden Inlet Retrofits

SWD/np

Attachments: Final Compensating Change Order No. 1
Final Pay Voucher No. 1
Engineer's Final Report
Resolution Accepting Work

FINAL COMPENSATING CHANGE ORDER NO. 1

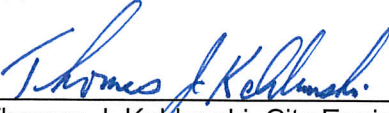
**CITY PROJECT 2019-10
RAINGARDEN INLET RETROFITS**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: September 23, 2019
Contractor: M & J Services LLC 6775 Cahill Ave #205 Inver Grove Heights, MN 55076	Engineer: City Engineer
<u>Purpose of Change Order</u> Final Compensating Change Order No. 1 is for increasing the contract amount by \$645 to reflect the actual quantities of the work that was performed.	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$22,500.00	Original Contract Time:
Previous Change Orders No. ____ to No. ____	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$22,500.00	Contract Time Prior to this Change Order
Net Increase (decrease) of this Change Order \$645.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$23,145.00	Contract Time with Approved Change Orders
Recommended By: _____ Nicole Portugal, Engineering Technician	Approved By: _____ M & J Services LLC

Approved By:

Approved By:

Date of Council Action:


Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

September 23, 2019

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO:	<u>One (1) FINAL</u>
DATE:	<u>September 23, 2019</u>
PERIOD ENDING:	<u>August 31, 2019</u>
CONTRACT:	<u>2019-10 Raingarden Inlet Retrofits</u>
PROJECT NO:	<u>2019-10 Raingarden Inlet Retrofits</u>

TO: M & J Services LLC
6775 Cahill Ave #205
Inver Grove Heights, MN 55076

Original Contract Amount	\$22,500.00
Total Addition	\$645.00
Total Deduction (Change Order No. 1)	\$0.00
Total Contract Amount.....	\$23,145.00
Total Value of Work to Date.....	\$23,145.00
Less Retained (0%).....	\$0.00
Less Previous Payment.....	\$0.00
Total Approved for Payment this Voucher.....	\$23,145.00
Total Payments including this Voucher	\$23,145.00

Approvals:

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

Signed by: 
Thomas J. Kaldunski, City Engineer

September 23, 2019

Signed by: _____ Date _____
M & J Services LLC

Signed by: _____ September 23, 2019
George Tourville, Mayor

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

**ENGINEER'S REPORT OF FINAL ACCEPTANCE CITY
PROJECT 2019-10 RAINGARDEN INLET RETROFITS**

September 23, 2019

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to M & J Services LLC. The work consisted of raingarden inlet retrofits.

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

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

ORIGINAL CONTRACT PRICE	\$22,500.00
CHANGE ORDER NO. 1	\$645.00
FINAL VALUE OF WORK	\$23,145.00
TOTAL CONTRACT AMOUNT	\$23,145.00
PREVIOUS PAYMENTS	\$0.00
BALANCE DUE	\$23,145.00

Sincerely,



Steve W. Dodge,
Assistant City Engineer

SWD/np

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

**RESOLUTION ACCEPTING WORK OF M & J SERVICES LLC. AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$23,145**

**2019 RAINGARDEN RETROFIT
CITY PROJECT 2019-10 RAINGARDEN INLET RETROFITS**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated August 8, 2019, M & J Services LLC. satisfactorily completed improvements and appurtenances for City Project 2019-10 – Raingarden Inlet Retrofits.

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

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

Adopted by the City Council of Inver Grove Heights this 23rd day of September 2019

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joe Lynch, Interim Deputy Clerk



M & J Services LLC
1392 Robert Creek Curve
Belle Plaine, MN 56011 US
651-775-0485
mrtrog86@gmail.com

INVOICE

BILL TO

City of Inver Grove Heights
Engineering Department
8150 Barbara Ave.
Inver Grove Heights, MN
55077

INVOICE # 2078
DATE 09/03/2019
DUE DATE 10/03/2019
TERMS Net 30

DATE	DESCRIPTION	QTY	RATE	AMOUNT
08/21/2019	2019 Rain Garden Retro Fit. Price is per inlet and will include the following. Saw cut asphalt and curbs as needed. Demolish and remove off site. Excavate area to specified depth for install of new precast structures and cast iron intake. Install new precast and iron per city spec. Backfill area and compact in lifts to base grade. Install new class #5 in curb and asphalt area and compact to grade. Cast new curbs to match existing curbs. Patch asphalt as needed. Install edging if needed around rain garden. Clean site to complete work.	6	3,540.00	21,240.00
08/21/2019	Additional landscaping (boulders & block, plus labor) At all address	1	680.00	680.00
08/21/2019	Additional Curb & Asphalt removal and replacement (Conroy Way) Removed an extra 18' at address two address for curb lines and asphalt patches per foot	18	50.00	900.00
08/21/2019	Additional Draintile work at 3797 75th St. and 3689 77th St. (Material and labor)	1	325.00	325.00

BALANCE DUE

\$23,145.00

Approved SWD 9/10/2019

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Separating City Project No. 2019-09C - Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail) and Establishing One Additional Project: City Project No. 2019-09F - Carter Path and Carter Court Mill and Overlay

Meeting Date: September 23, 2019

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572 *TK*

Prepared by: Jacob Moser, Civil Engineer *JM*

Reviewed by: Scott D. Thureen, Public Works Director *SM*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Resolution Separating City Project No. 2019-09C - Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail) and Establishing One Additional Project: City Project No. 2019-09F - Carter Path and Carter Court Mill and Overlay.

SUMMARY

At its April 8, 2019 meeting, City Council established City Project No. 2019-09C – Cahill Avenue Area Mill and Overlay (Carter Path to Inver Grove Trail) and authorized the preparation of a feasibility report and related necessary appraisals and geotechnical services.

Carter Path & Carter Court Neighborhood

The Carter Path and Carter Court neighborhood is a single-family residential subdivision platted as Arbor Knoll in May of 2000. The two streets were constructed to City Standards for a local urban street classification and completed in 2001. The feasibility report, appraisal and geotechnical work for Carter Path and Carter Court is scheduled to be received at the November 12 Council regular meeting.

Cahill Avenue (Concord Blvd. to Inver Grove Trail)

Cahill Avenue is classified as a neighborhood collector street, and the adjacent properties with assessable frontage are primarily commercial. The construction of Cahill Ave. from Concord to Old Concord (aka Courthouse Blvd.) was complete in June of 1994. The construction of Cahill Ave. from Old Concord to Inver Grove Trail was completed in September of 2007.

Due to the property type and street classification differences, staff is recommending establishing City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay to separate the project from Cahill Avenue and allow an independent MS Chapter 429 process for Carter Path and Carter Court. The feasibility reports, appraisals and geotechnical work for both projects are scheduled to be received at the November 12 Council regular meeting.

Staff recommends adopting the resolution separating City Project No. 2019-09C - Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail) and establishing one additional project: City Project No. 2019-09F - Carter Path and Carter Court Mill and Overlay.

Appraisal Services

Due to the project being separated, two benefit analysis reports are necessary. Staff has received separate special benefit analysis proposals from Metzen Realty in the amount of \$2,500 for City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail); and \$2,500 for City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay. Acceptance by City Council and authorization to proceed with special benefit analysis for the projects is included in the resolution

JDM/kf

Attachment: Resolution
Maps
Proposals

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

**RESOLUTION SEPARATING CITY PROJECT NO. 2019-09C - CAHILL AVENUE MILL AND
OVERLAY (CONCORD BOULEVARD TO INVER GROVE TRAIL) AND ESTABLISHING ONE
ADDITIONAL PROJECT: CITY PROJECT NO. 2019-09F - CARTER PATH AND CARTER COURT
MILL AND OVERLAY
RESOLUTION NO. _____**

WHEREAS, on April 8, 2019, Council authorized the City Engineer to begin preparation of the feasibility report and authorized geotechnical engineering and appraisal services for City Project No. 2019-09C – Cahill Avenue Area Mill and Overlay (Carter Path to Inver Grove Trail); and

WHEREAS, after preliminary review of existing conditions, proposed improvement costs and assessments, it was decided to separate City Project No. 2019-09C and initiate one additional project; and

WHEREAS, City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay will include Carter Path and Carter Court, and will be established as a new project; and

WHEREAS, Metzen Realty was selected from the City's consultant pool and provides a strong project approach, a thorough understanding of the required scope of work, expertise applied on similar projects in the City at a cost of \$2,500 for 2019-09C and \$2,500 for 2019-09F for the proposed services.

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

1. City Engineer, geotechnical engineer, and appraiser are authorized to prepare feasibility reports, geotechnical reports and special benefit analyses for City Project Nos. 2019-09C and 2019-09F.
2. Project funding for City Project Nos. 2019-09C and 2019-09F are through the Pavement Management Fund, special assessments, Water and Sewer Fund.
3. The City Attorney is authorized to provide services on City Project Nos. 2019-09C and 2019-09F as necessary.
4. City Council of Inver Grove Heights receives and accepts the proposal from Metzen Realty and authorizes a special benefit analysis for City Project No. 2019-09C Cahill Ave Mill and Overlay (Concord Boulevard to Inver Grove Trail) in accordance with the professional services proposal dated September 10, 2019 in the amount of \$2,500.
5. City Council of Inver Grove Heights receives and accepts the proposal from Metzen Realty and authorizes a special benefit analysis for City Project No. 2019-09F Carter Path and Carter Court Mill and Overlay in accordance with the professional services proposal dated September 10, 2019 in the amount of \$2,500.

Adopted by the City Council of Inver Grove Heights, Minnesota this 23rd day of September 2019

AYES:
NAYS:

ATTEST:

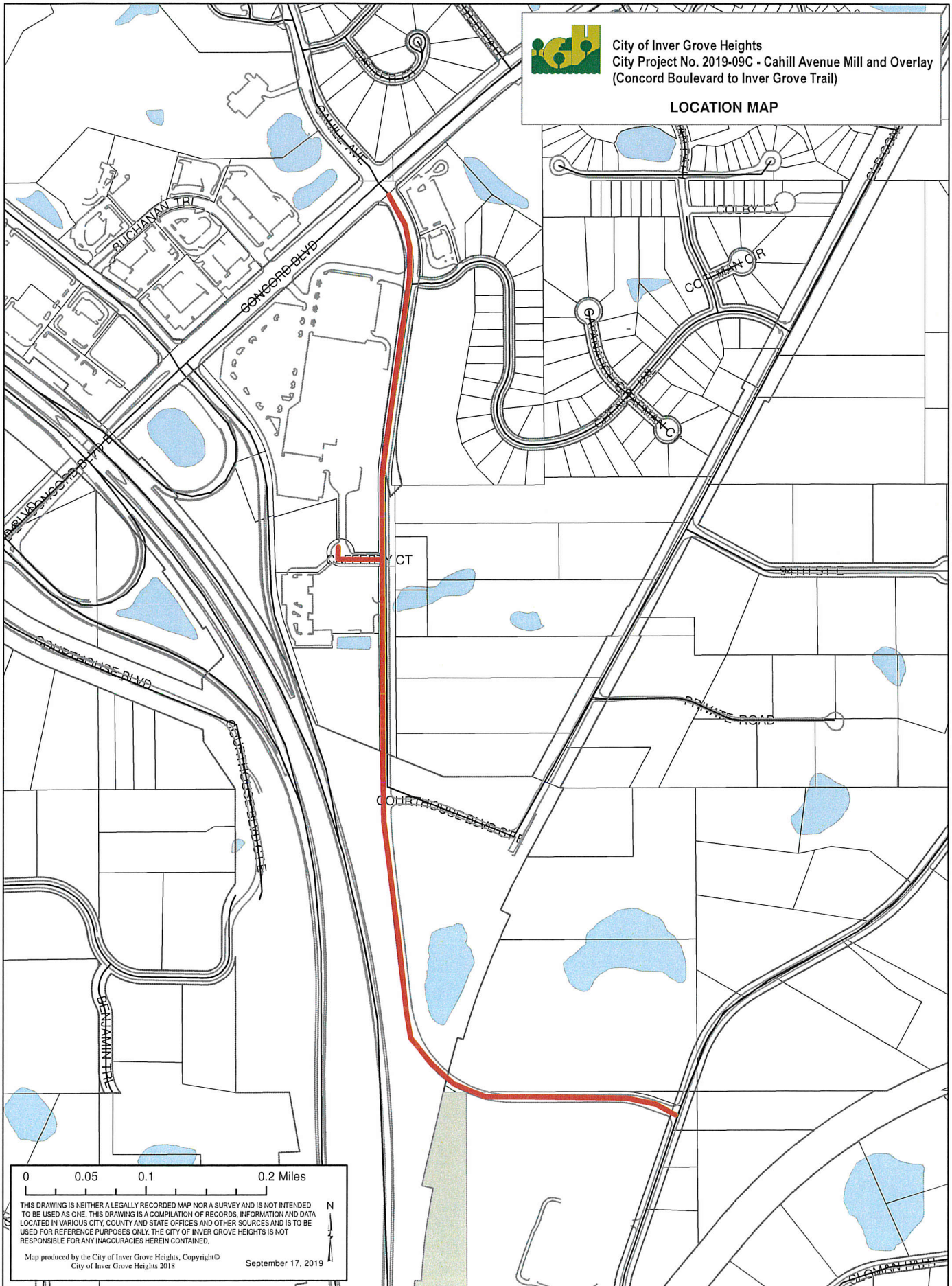
George Tourville, Mayor

Joe Lynch, Interim Deputy Clerk



City of Inver Grove Heights
City Project No. 2019-09C - Cahill Avenue Mill and Overlay
(Concord Boulevard to Inver Grove Trail)

LOCATION MAP



0 0.05 0.1 0.2 Miles

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

Map produced by the City of Inver Grove Heights, Copyright©
City of Inver Grove Heights 2018

September 17, 2019

CALLAHAN TRL



City of Inver Grove Heights
City Project No. 2019-09F - Carter Path
and Carter Court Mill and Overlay

LOCATION MAP

COBURN CT

COFFMAN

CARTER PATH

CARTER CT

CALLAHAN AVE

BLVD

0 0.02 0.04 0.08 Miles

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City of Inver Grove Heights 2018

September 17, 2019





Steve W. Dodge, P.E.
Assistant City Engineer
8150 Barbara
Inver Grove Heights, MN 55077

September 10th, 2019

RE: City Project No. 2019-09C

Dear Mr. Dodge,

This project calls for Mill and Overlay along Cahill Avenue, Concord Boulevard to Inver Grove Trail which includes a number of commercial properties.

The proposed cost for this report is \$2,500.00 which is to include any meetings and/or testimony. The reports are to be completed by October 8th.

Total Cost: \$2,500.00

Sincerely,

Laurence M. Danich
Real Property Appraiser
Metzen Realty and Associates CO.

METZEN REALTY AND ASSOCIATES CO.

412 SOUTHVIEW BLVD. / SOUTH SAINT PAUL / MINNESOTA 55075 / PHONE: 651-455-2214 • FAX: 651-455-2729
www.MetzenRealty.com



Steve W. Dodge, P.E.
Assistant City Engineer
8150 Barbara
Inver Grove Heights, MN 55077

September 10th, 2019

RE: City Project No. 2019-09F

Dear Mr. Dodge,

This project calls for Mill and Overlay along the Carter Path Area which includes a number of residential properties.

The proposed cost for this report is \$2,500.00 which is to include any meetings and/or testimony. The report is to be completed by October 8th.

Total Cost: \$2,500.00

Sincerely,

Laurence M. Danich
Real Property Appraiser
Metzen Realty and Associates CO.

METZEN REALTY AND ASSOCIATES CO.

412 SOUTHVIEW BLVD. / SOUTH SAINT PAUL / MINNESOTA 55075 / PHONE: 651-455-2214 • FAX: 651-455-2729

www.MetzenRealty.com

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement and Permanent Drainage, Utility and Stormwater Ponding Easement for 10895 Barnes Ave. (Outlot C, Sunvilla)

Meeting Date: September 23, 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

X

Fiscal/FTE Impact:

None

Amount included in current budget

Budget amendment requested

FTE included in current complement

New FTE requested – N/A

Other

PURPOSE/ACTION REQUESTED

Approve Custom Grading Agreement and Permanent Drainage, Utility and Stormwater Ponding Easement for 10895 Barnes Ave. (Outlot C, Sunvilla).

SUMMARY

The owners of 10895 Barnes Ave. are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Scott and Claudia Lindell, have provided the required grading and erosion control plans. They have signed the Custom Grading Agreement (attached) before advancing to construction. An engineering escrow of \$2,500 has been provided to cover City Attorney fees and any costs incurred by the City for review and inspection of the site grading. The owners have applied for a building permit and will provide a \$10,000 LOC or cash surety prior to permit issuance.

The owners have also provided a Permanent Drainage, Utility and Stormwater Ponding Easement on this lot.

It is recommended that the City Council approve the Custom Grading Agreement and Permanent Drainage, Utility and Stormwater Ponding Easement for 10895 Barnes Ave. (Outlot C, Sunvilla).

TJK/mw

Attachments: Custom Grading Agreement
Permanent Drainage, Utility and Stormwater Ponding Easement

CUSTOM GRADING AGREEMENT
FOR
OUTLOT C, SUNVILLA
INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
OUTLOT C, SUNVILLA
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 23rd day of September, 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

WHEREAS, in conjunction with the granting of these approvals, the City requires that the Property be improved with grading, drainage and erosion control facilities, stormwater management and associated landscaping;

WHEREAS, the City also requires a conditional use permit to exceed the impervious surface on the Property, as the proposed Development Plans show an overage of 1,660 square feet of impervious surface on the Property;

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

1. That the Owner enter into this Custom Grading Agreement, which contract defines the work which the Owner undertakes to complete; and
2. The Owner shall provide an irrevocable letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such Improvements within the period specified by the City.

WHEREAS, the Owner has filed four (4) complete sets of the Development Plans with the City;

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 OWNER. "Owner" means Scott A. Lindell and Claudia Lindell, husband and wife, and their successors and assigns.

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

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

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

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

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

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

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

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

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

by, or having jurisdiction over the Improvements.

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

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

1.12 PRIOR EASEMENT HOLDERS. "Prior Easement Holders" means and includes all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the Property or transferred pursuant to this Custom Grading Agreement.

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

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

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

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

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

- A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.
- B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner

or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

- C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.
- D. **FEE TITLE.** The Owner owns fee title to the Property.
- E. **WARRANTY ON PROPER WORK AND MATERIALS.** The Owner warrants all work required to be performed by it under this Custom Grading Agreement against defective material and faulty workmanship for a period of two (2) years after its completion. During the warranty period the Owner shall be solely responsible for all costs of performing repair work required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the Owner to repair and correct and damage to or deficiency with respect to such improvements.

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

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

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

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

If to Owner:
Scott A. Lindell and Claudia Lindell
4481 Lynx Court
Eagan, MN 55123-2068

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 the Owner shows evidence to the City that this Custom Grading Agreement has been recorded with the County Recorder.

ARTICLE 3 **IMPROVEMENTS**

3.1 IMPROVEMENTS. The Owner shall install, at 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 Agreement 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 has deposited \$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. The City shall, at Owner’s cost, record this Agreement with the Dakota County Recorder.

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

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

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

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

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

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

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

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

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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

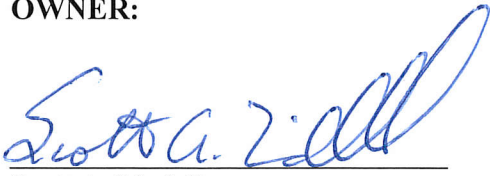
(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

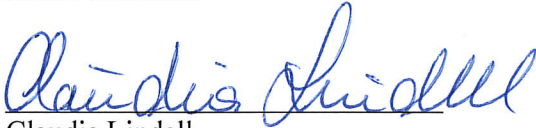
On this 23rd day of September, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy Clerk of the City 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:



Scott A. Lindell



Claudia Lindell

STATE OF MINNESOTA)

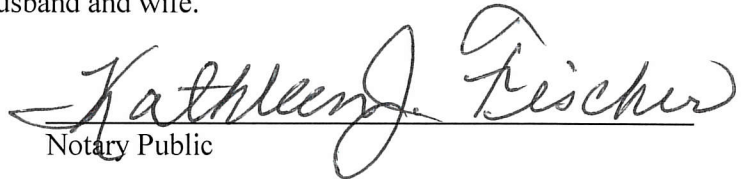
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ss.

COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 18th day of September, 2019, by Scott A. Lindell and Claudia Lindell, husband and wife.




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:

Outlot C, Sunvilla, according to the recorded plat thereof, Dakota County, Minnesota.

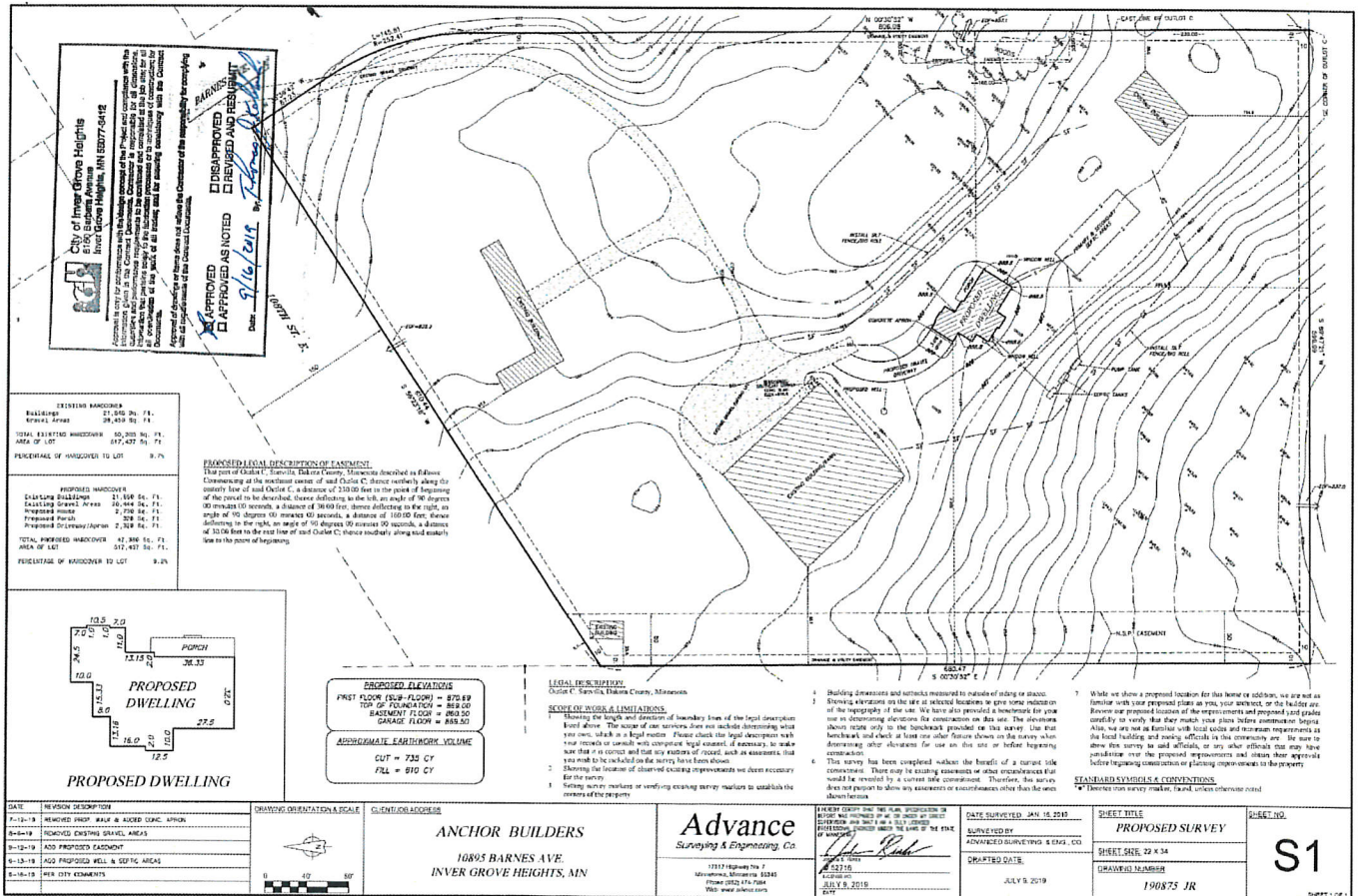
APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Proposed Survey (S1)	7/9/19	Advance Surveying & Engineering, Co.

The Development Plans were last revised on September 16, 2019.

The Development Plans were approved by the City Engineer on September 16, 2019.

APPENDIX 1 (CONTINUED) **DEVELOPMENT PLANS**



APPENDIX 2
IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
<u> X </u>	Prior to obtaining building permit or 12-31-19, whichever occurs first	Grading, drainage, and sediment & erosion control
<u> X </u>	Prior to Certificate of Occupancy	Driveway and related culverts
<u> X </u>	Prior to Certificate of Occupancy	Septic system
<u> X </u>	Prior to Certificate of Occupancy	As-built
<u> X </u>	Within 6 months after Certificate of Occupancy	Landscaping

**PERMANENT DRAINAGE, SANITARY SEWER, WATER, STORMWATER
FACILITIES AND STORMWATER PONDING EASEMENT**

THIS PERMANENT DRAINAGE, SANITARY SEWER, WATER, STORMWATER FACILITIES AND STORMWATER PONDING EASEMENT (Easement) is made, granted and conveyed this 23rd day of September, 2019, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Scott A. Lindell and Claudia Lindell, husband and wife (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, sanitary sewer, water, stormwater facilities, 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, sewer, water, stormwater facilities and 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 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 their successors or assigns shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

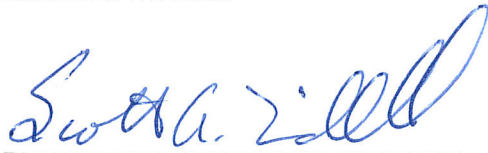
(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

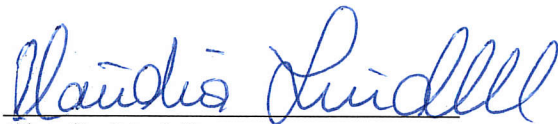
On this 23rd day of September, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy Clerk of the City 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:



Scott A. Lindell



Claudia Lindell

STATE OF MINNESOTA)

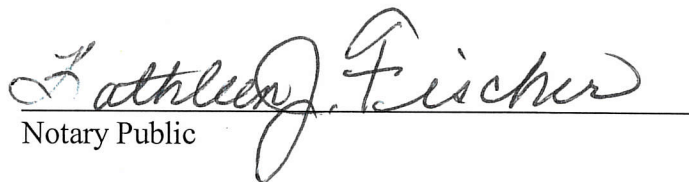
)

ss.

COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 18th day of September, 2019, by Scott A. Lindell and Claudia Lindell, husband and wife.




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:

Outlot C, Sunvilla, according to the recorded plat thereof, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

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

Commencing at the southeast corner of said Outlot C; thence northerly along the easterly line of said Outlot C, a distance of 230.00 feet to the point of beginning of the parcel to be described; thence deflecting to the left, an angle of 90 degrees 00 minutes 00 seconds, a distance of 30.00 feet; thence deflecting to the right, an angle of 90 degrees 00 minutes 00 seconds, a distance of 160.00 feet; thence deflecting to the right, an angle of 90 degrees 00 minutes 00 seconds, a distance of 30.00 feet to the east line of said Outlot C; thence southerly along said easterly line to the point of beginning.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Accepting Quote for Utility Televising Services on City Project No. 2019-09D 64th Street Area Improvements

Meeting Date: September 23, 2019
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Steve Dodge, Asst. City Engineer *SWD*
 Reviewed by: Scott D. Thureen, Public Works Director *SAT*

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

PURPOSE/ACTION REQUESTED

Consider a resolution accepting quote for utility televising services on City Project No. 2019-09D 64th Street Area Improvements.

SUMMARY

On August 12, 2019 City Council ordered a feasibility study for City Project No. 2019-09D – 64th Street Area Improvements. On August 26, 2019 Bolton & Menk, Inc. was authorized to provide engineering services. Bolton & Menk, Inc. has identified the need for televising services to review potential utility deficiencies associated with the project. The City Maintenance Division does not have the specialized equipment necessary to perform the televising of deep sanitary sewer and storm sewer due to large pipe size and high flows.

Six televising firms were asked to provide a quote for these services. Due to the tight project timelines, Only Visu-Sewer, Inc. provided the attached quote for \$14,592.20. Bolton & Menk, Inc. and City staff have worked with Visu-Sewer, Inc. and find their expertise and knowledge of the project and City qualify them to provide these services. Funding will be provided by the City's Pavement Management Fund, Special Assessments, Franchise Fees and Utility Funds.

Staff recommends that the City Council adopt the resolution accepting the quote from Visu-Sewer, Inc. for utility televising services in the amount of \$14,592.20 for City Project No. 2019-09D – 64th Street Area Improvements.

SWD/kf

Attachments: Resolution
 Bolton & Menk quote verification letter
 Visu-Sewer, Inc. quote dated September 12, 2019
 Televising Exhibits

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

**RESOLUTION AUTHORIZING TELEVISIONING SERVICES FOR CITY PROJECT NO. 2019-09D – 64th
STREET AREA IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, On August 12, 2019 City Council ordered a feasibility study for City Project No. 2019-09D – 64th Street Area Improvements; and

WHEREAS, the City's consulting engineer, Bolton & Menk, Inc., recommends televising be completed on trunk sanitary sewer and storm sewer to identify potential utility deficiencies associated with the project; and

WHEREAS, the utilities are too large, have steep slopes or have high flows in which City maintenance equipment cannot perform the televising; and

WHEREAS, Bolton & Menk requested, and received, a proposal from Visu-Sewer, Inc. for televising services in the amount of \$14,592.20.

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

1. The September 12, 2019 proposal for televising services from Visu-Sewer, Inc. is accepted, and staff is authorized to enter into a contract in an amount of \$14,592.20.
2. Project funding is provided through the Pavement Management Fund, special assessments, franchise fees, and utility funds.

Adopted by the City Council of Inver Grove Heights, Minnesota this 23rd day of September 2019

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator/Interim Deputy Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

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

September 17, 2019

Honorable Mayor and City Council
8150 Barbara Avenue
Inver Grove Heights, MN

RE: Quote Results– Sewer Cleaning & Televising
64th Street Area, City Project No. 2019-09D
City of Inver Grove Heights

Dear Honorable Mayor and City Council,

Quotes for the 64th Street Area sewer cleaning and televising were opened on Friday, September 13, 2019. One (1) quote was received and the following is a quote summary:

QUOTERS	QUOTE TOTAL
1 Visu-Sewer, Inc.	\$14,592.20
2 American Environmental Services	No Quote
3 Empire Pipe Services	No Quote
4 Hydro-Klean	No Quote
5 Pipe Services	No Quote
6 Ritter & Ritter Service	No Quote

It is noted that the quote documents included an aggressive completion deadline of Friday, October 11 in order to complete the sewer televising in time to outline the results in the 64th Street Area feasibility report. It is likely that several of the televising companies were not able to achieve the completion deadline and therefore did not provide a quote.

Based on the summary above, if the City Council wishes to award the Project to the lowest quoter, then Visu-Sewer, Inc. should be awarded the work on the Total Quote Amount of \$14,592.20.

If you have any questions, please feel free to contact me at (763) 732-8751.

Sincerely,

Bolton & Menk, Inc.

Eric Seaburg, P.E.
Project Manager

QUOTE FORM				
ITEM	QTY	UNIT	UNIT PRICE	TOTAL
Sanitary Sewer				
Clean & Televis 8" VCP	1,663	LF	\$ 2.45	\$ 4,074 ³⁵
Clean & Televis 15" RCP	187	LF	\$ 2.45	\$ 458 ¹⁵
Clean & Televis 18" RCP	1,623	LF	\$ 2.45	\$ 3,976 ³⁵
Storm Sewer				
Clean & Televis 12" RCP	382	LF	\$ 2.45	\$ 935 ⁹⁰
Clean & Televis 15" RCP	798	LF	\$ 2.45	\$ 1,955 ¹⁰
Clean & Televis 18" RCP	1,303	LF	\$ 2.45	\$ 3,192 ³⁵
TOTAL:				14,592 ⁸⁰

Notes:

1. Attach technical information on the products being proposed, showing that they meet the product specifications listed in the request for quote letter.
2. Include any quote limitations, product warranties, or additional information that should be considered.
3. Terms of Payment: 100% due on completion of the work.
4. All quotes will remain subject to acceptance for a period of 30 days.
5. The owner reserves the right to reject any or all quotes, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional quotes. Owner will reject the quote of any bidder that owner finds, after reasonable inquiry and evaluation, to not be responsible. If bidder purports to add terms or conditions to its bid or takes exception to any provisions of the specifications, then the owner will reject the bid as nonresponsive; provided that the owner also reserves the right to waive all minor informalities not involving price, time, or changes in scope.
6. The owner reserves the right to select a quote that is in the best interest of the City.

BY:

Visu - Sewer 9-12-19
 Bidder Date
[Signature] 763-252-0004
 By (Signature) Telephone Number
Brian Braumann Division Manager brianb@visu-sewer.com
 By (Printed Name/Title) E-Mail Address

ACCEPTED:

 Authorized City Official

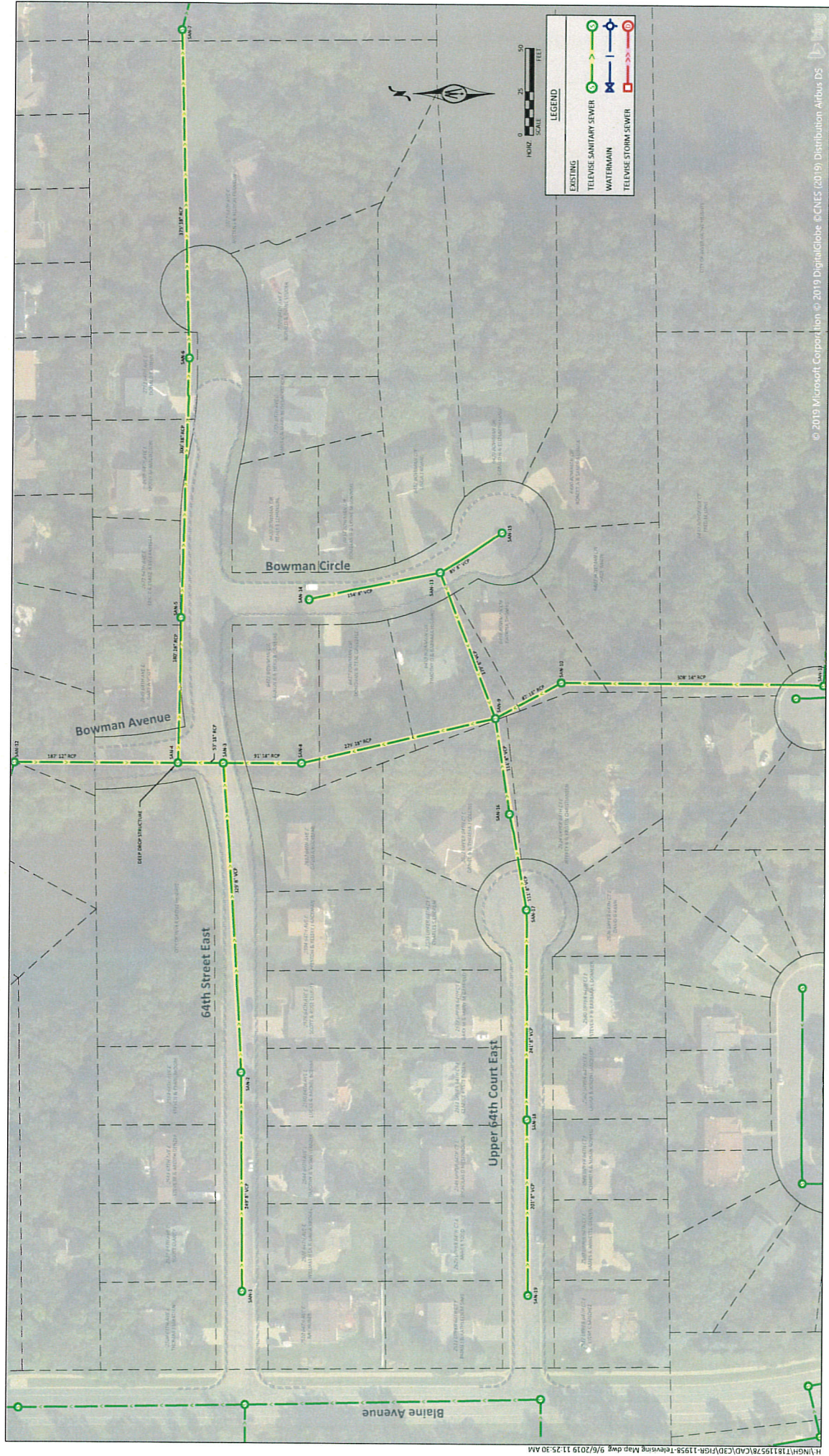
 Date



64th Street Area Improvements (2019-09D)

Inver Grove Heights, MN

Sanitary Televising Map
September 2019





64th Street Area Improvements (2019-09D)

Inver Grove Heights, MN

Storm Televising Map
September 2019



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: September 23, 2019
Item Type: Consent Agenda
Contact &
Reviewed by: Janet Shefchik, HR Manager
Prepared by: Cora Bauer

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

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

Parks/Recreation/VMCC:

Vivian Nguyen, Lifeguard
Tessa Adkins, Concessionaire
Teri York, Fitness Instructor/Attendant
Ian Gonder, Fitness Attendant
Alejandrina Rodriguez, Fitness Instructor/Attendant/Trainer
Ray Kalonda, Fitness Attendant
Jacqueline Keran, Fitness Attendant/Instructor

Voluntary Resignations and/or Terminations:

Jen Graham, Recreation Coordinator
Kim Bailey, On-call Firefighter

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider request for Inver Grove Brewing to grant an Extended Premises Permit of the existing liquor license sales area to a designated outdoor area September 29, 2019.

Meeting Date: September 23, 2019
Item Type: Regular
Prepared by: Michelle Calvert
Reviewed by: Joe Lynch
Contact: 651-450-2464

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider request of Inver Grove Brewing to extend the premise of the existing liquor license sales area to a designated outdoor area Sunday, September 29, 2019 for Oktoberfest.

SUMMARY:

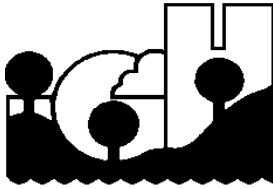
Don Seiler has made a request to extend the liquor sales area to the Inver Grove Brewing parking lot for Oktoberfest on Sunday, September 29.

A tent will be set up if required, by a professional company, following all codes required by the Fire Marshal. They will offer food and beverages for sale including alcoholic beverages (Beer, wine, and liquor). All food will be cooked in their indoor kitchen. No cooking equipment will be set up or used in the special event space. They will have a temporary bar set up in the event space (see diagram). Food will be kept warm in chaffing dishes located at the event space bar. 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.

They will have a variety of games and activities in addition to live music performed by the Elk River German Band. The band will be on the ground – no elevated stage. No pyrotechnics will be used.

The applicant has provided insurance certification, together with a diagram that shows their parking lot is covered in their insurance policy, and the Police Department and Fire Marshal have been notified and have approved the planned events.

Staff is recommending that the application for the event be approved, for which the extended premises permit applies.



CITY OF INVER GROVE HEIGHTS

MEMORANDUM

TO: Interim clerk, City Administrator Joe Lynch

FROM: Commander J. Otis

SUBJECT: Review of Inver Grove Brewing Company Liquor License Extension Applications for September 29th, 2019.

DATE: September 12, 2019

The Police Department reviewed Inver Grove Brewing Company's liquor license extension application for the following;

- Oktoberfest 2019 to be held on September 29th, 2019 with the hours of 1 P.M. to 4 P.M.

With this single-day event occurring, Inver Grove Brewing Company is under the allowable three (3) temporary amendments for a licensee in a calendar year.

Upon review of the provided documentation Inver Grove Brewing Company does meet the following requirements for both applications;

- The area to be used is immediately adjacent to the licensed premises.
- Security measures to ensure alcoholic beverages are not sold to an individual under 21 years of age.
- The use of the additional area does not unreasonably impede traffic circulation.
- Obtained adequate liability insurance for the additional area.
- The use of the additional area will not decrease the available parking required by the zoning ordinance for the licensed premises.
- The extension event would not be adverse to public health, safety, and welfare.

From the review of Inver Grove Brewing Company's liquor license extension application, the Police Department advised Donald Seiler of Inver Grove Brewing Company they need to comply with the following requirement are in place for the event;

- Security measures to ensure alcoholic beverages are not carried outside of the licensed premises and/or the additional area.

Donald Seiler of Inver Grove Brewing Company advised they would have a security measure in place to ensure alcoholic beverages are not carried outside of the event area.

Based on the review and the follow up with Donald Seiler of Inver Grove Brewing Company, the Police Department does recommend approval of the liquor license extensions be presented to the City Council on September 23, 2019.

Donald Seiler of Inver Grove Brewing Company was advised once the event is set up, to contact the Police Department to have a representative conduct an inspection before the event starts to make sure the plan Inver Grove Brewing Company Pub submitted along with additional requirement was followed.



Inver Grove Brewing Co

Event Plan, Oktoberfest 2019

1.1.1 Inver Grove Brewing Co

Oktoberfest 2019

Inver Grove Brewing Co is planning a parking lot party to celebrate the traditional German holiday of Oktoberfest.

Days, Dates and Times

Sunday, September 29th, 2019 1-4 pm

Entertainment

We will have a variety of games and activities in addition to live music performed by the Elk River German Band. The band will be on the ground – no elevated stage. No pyrotechnics will be used.

Products served at the event

We will offer food and beverages for sale including alcoholic beverages (Beer, wine, and liquor). All food will be cooked in our indoor kitchen. No cooking equipment will be set up or used in the special event space. We will have a temporary bar set up in the event space (see diagram). Food will be kept warm in chaffing dishes located at the event space bar.

Estimated Attendance

We are currently unable to provide an accurate estimate of attendance due to our lack of experience at this location. Our location in Lakeville typically draws 400-600 customers for similar events with the crowd peaking at 250-350 at any one time.

Sanitation and Health Facilities

Our brewpub indoor restroom facilities will be open to event attendees. We have three stalls in our female restroom. Our men's restroom has one stall and two urinals. Both men's and women's restrooms have an ADA compliant facility. Hand wash sinks are also available inside the brewpub in the restroom area.

Parking and Traffic

The event layout will remove 9 parking spaces during the event. There will be no disruptions to traffic flow. Overflow parking will be able to access the lots adjacent to our property in businesses not open during the hours of the event. Additional parking is also available across Broderick Blvd.

Safety and Security

As per normal operations, all of our staff will be mindful of managing customer safety and compliance with all applicable regulations. We will be especially mindful of assuring that only patrons whose age has been verified to be 21 or older will be sold or have access to alcoholic beverages. A hand stamp with the Inver Grove Brewing logo will be used to clearly identify whose age has been verified. If the stamp is not functioning we will have wristbands ready to use for this. Employees will monitor the event space to assure no alcohol leaves the space and no one without a wristband possesses or consumes alcoholic beverages.

Staffing

Staffing will include regular employee compliment inside the brewpub plus employees for the event space. Employees will include at a minimum: 2 bartenders/ food servers, one security/ ID check at the entrance, one security monitoring the north end of the event space and one additional security person for the bar/ event area.



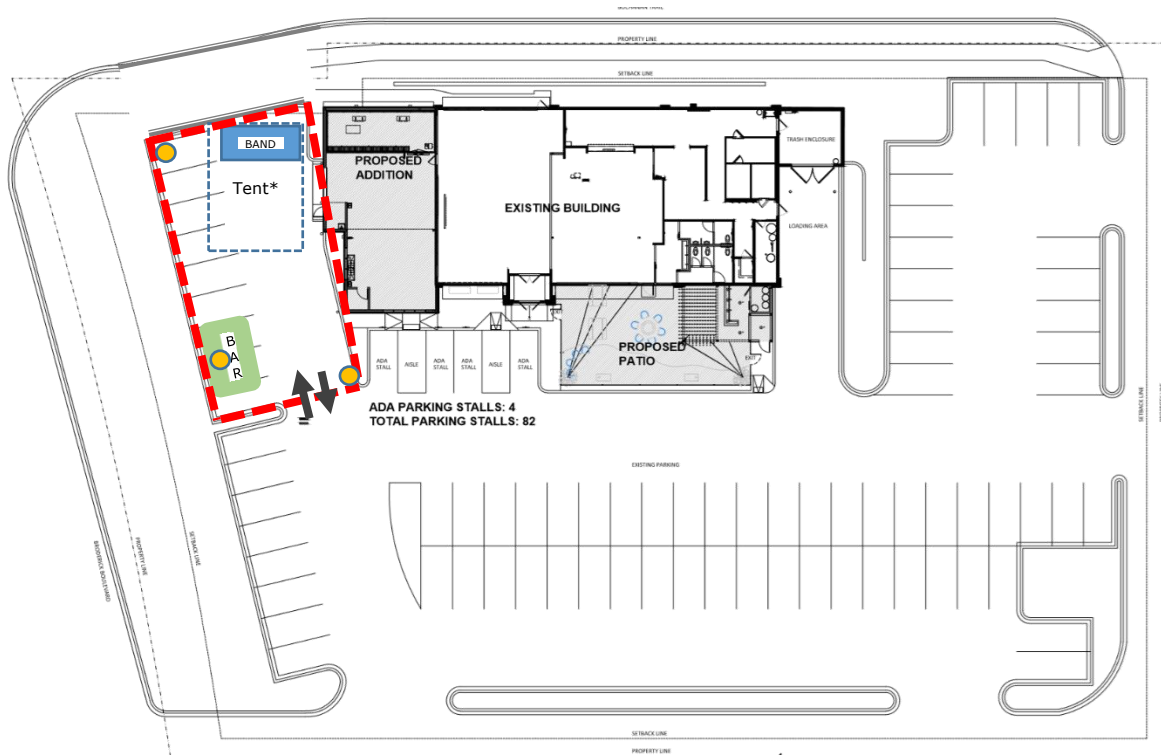
Inver Grove Brewing Co

Event Plan, Oktoberfest 2019

City Services and/or Property Required

None.

Layout plan



Approximate band and temporary bar locations shown above.

- Red Outline indicates event space. Entrance and Exit on the South Side of the event space.
- Bar set up in southwest corner
- Tent over band and open space (*if needed)
- Some tables and chairs will be placed between the bar and band.
- The band will be in chairs on the ground – no elevated stage will be used
- Orange circles indicate placement of employees monitoring the event area to provide security

*We are not intending to use a tent for this event. However, if the weather forecasts in the days leading up to the event predict rain, we may rent a commercial tent for use. We wish this application to be approved including a tent in the event we need it. Tent will be compliant with all state and local fire codes.



LAKEBRE-01

ASHARPE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2019

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

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

PRODUCER Solutions Insurance Agencies 215 N Central Ave Suite 6 Duluth, MN 55807	CONTACT NAME: Amanda Olson		
	PHONE (A/C, No, Ext): (218) 302-7222	FAX (A/C, No):	
	E-MAIL ADDRESS: aolson@solutionsagencies.com		
INSURED Lakeville Brewing Co. LLC 8790 Upper 208th St. West Lakeville, MN 55044	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : United Fire & Casualty Company		13021
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		60510665	11/23/2018	11/23/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Liquor	\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			60510665	11/23/2018	11/23/2019	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$ 1,000,000
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			60510665	11/23/2018	11/23/2019	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Property Section			60510665	11/23/2018	11/23/2019	Contents	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Lakeville Brewing Co. Grand Opening at 9051 Buchanan Trail Inver Grove Heights, MN on September 29, 2019

City of Inver Grove Heights is included as Additional Insured when required by written contract. GL coverage includes activities in parking lot at this location.

CERTIFICATE HOLDER

CANCELLATION

City of Inver Grove Heights
8150 Barbara Ave
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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider request for Mississippi Pub to grant an Extended Premises Permit of the existing liquor license sales area to a designated outdoor area October 3-4, 2019 and October 5, 2019

Meeting Date: September 23, 2019
 Item Type: Regular
 Prepared by: Michelle Calvert
 Reviewed by: Joe Lynch
 Contact: 651-450-2464

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider request of Mississippi Pub's Bowl to extend the premise of the existing liquor license sales area to a designated outdoor area Thursday, October 3, Friday, October 4, and Saturday, October 5, 2019 in conjunction with a Fundraising Event on October 3 and 4, and Oktoberfest on October 5.

SUMMARY:

Joe Harms has made a request to extend the liquor sales area to the Mississippi Pub's parking lot in conjunction with a Fundraising Event on Thursday, October 3 and Friday, October 4, and Oktoberfest on Saturday, October 5.

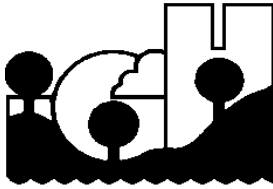
A tent will be set up by a professional company, following all codes required by the Fire Marshal. Beer and liquor will be sold and served. No alcoholic beverages will be consumed outside of the enclosed area, and all service of alcoholic beverages will be completed in strict compliance of the law.

On Thursday and Friday, October 3, and October 4, 2019, there will be a fundraising event in conjunction with Best Foundation and Soldier 6.

On Saturday, October 5, 2019 the extended area will be open from 3:00 pm to 11:00 pm, with live Polka Music in celebration of Oktoberfest.

The applicant has provided insurance certification, together with a diagram that shows their parking lot is covered in their insurance policy, and the Fire Marshal has been notified and has approved the planned events.

The Police Department has prepared their own report, which follows this page.



CITY OF INVER GROVE HEIGHTS

MEMORANDUM

TO: Interim clerk, City Administrator Joe Lynch

FROM: Commander J. Otis

SUBJECT: Review of Mississippi Pub's Liquor License Extension Applications for October 3rd, 4th, and 5th, 2019.

DATE: September 12, 2019

The Police Department reviewed Mississippi Pub's liquor license extension applications for the following

- BEST Foundation, Solider 6 fundraising event to be held on October 3rd and October 4th, 2019 with the hours of 5 P.M. to 10 P.M. both days.
- Oktoberfest Party to be held on October 5th, 2019 with the hours of 3 P.M. to 11 P.M.

With these two events occurring, Mississippi Pub is under the allowable three (3) temporary amendments for a licensee in a calendar year and each event is no longer than two (2) days.

Upon review of the provided documentation Mississippi Pub does meet the following requirements for both applications;

- The area to be used is immediately adjacent to the licensed premises.
- Security measures to ensure alcoholic beverages are not sold to an individual under 21 years of age.
- Security measures to ensure alcoholic beverages are not carried outside of the licensed premises and/or the additional area.
- The use of the additional area does not unreasonably impede traffic circulation.
- Obtained adequate liability insurance for the additional area.

From the review of the provided documentation does show Mississippi Pub does not meet the following requirement outlined in City Code, Chapter 1 Alcoholic Beverages: 4-1-15-C;

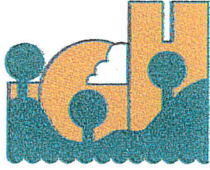
- The use of the additional area will not decrease available parking below that required by the zoning ordinance for the licensed premises.
 - Per the City's zoning ordinance Mississippi Pub is required to have 38 parking spaces for the licensed premises. The tent, trailer and bar area will remove 11 parking spaces only leaving 27 parking spaces available.

Joe Harms of the Mississippi Pub was contacted and advised of the zoning requirement. Joe provided the following statement;

Mississippi Pub is aware that we fall below the 38 required parking spaces with the tent up. There are 20 plus additional parking spaces in the service area on the site map. With those additional spaces, we maintain more than what is required for the licensed premises during the events.

Based on the review and the follow up with Joe Harms of the Mississippi Pub, the use of the additional area decreases available parking below what is required by the zoning ordinance for the licensed premises, the Police Department **does not** recommend approval of the liquor license extensions be presented to the City Council on September 23, 2019.

I spoke with Joe Harms of the Mississippi Pub and advised him the Police Department would not be recommending approval of the liquor license extensions. Joe advised he would be at the September 23, 2019 council meeting.



City of Inver Grove Heights

www.ci.inver-grove-heights.mn.us

LIQUOR LICENSE EXTENSION APPLICATION

Business Information:

Name: MISSISSIPPI PUB, INC.

Address: 4455 66th ST E

Business Contact Number: 651 455 4974

Contact Information:

Name (Last): HARMS (First): JOE

Address: 2185 67th ST

City: IGH State: MN Zip Code: 55077

Contact Number: (Business): 651 455 4974 (Cell): 612 701 4923

Event Information:

Date(s) of event: 10-3 + 10-4

Reason for Event: FUNDRAISING

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): BEST FOUNDATION, SOLDIER 6

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. 10-6-18, 10-7-17

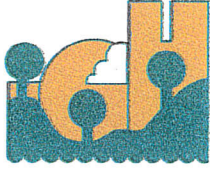
By signing this application, I have completed this application document and agree the information provided is accurate to the best of my ability. I also understand that the application can be denied:


Applicant's Signature

8-26-19
Date

Temporary Liquor License Extension Oct 3-4 2019

1.
 - A. labeled on site plan
 - B. Easy access to site
 - C. Always maintain lanes for fire safety
 - D. 40' x 100' Tent labeled on site plan
 - E. Sides to tent one way under tent see diagram
 - F. labeled
 - G. N/A
 - H. From buildings
 - I. Labeled
 - J. Labeled
 - K. Noted
2.
 - A. Not developed yet
 - B. 5-10 3rd, 5-10 4th
 - C. N/A
 - D. N/A
 - E. No
 - F. Bar food
 - G. Beer and Liquor
 - H. Crowd size 75-125 People willing to help raise money for 2 great causes!
3. Card and wristband everyone
4. 2 security on overseeing event



City of Inver Grove Heights

www.ci.inver-grove-heights.mn.us

LIQUOR LICENSE EXTENSION APPLICATION

Business Information:

Name: MISSISSIPPI PUB, INC
Address: 4455 66th ST E
Business Contact Number: 651 455 4974

Contact Information:

Name (Last): HARMS (First): JOE
Address: 2185 67th ST E
City: IGH State: MN Zip Code: 55077
Contact Number: (Business): 651 455 4974 (Cell): 612 701 4923

Event Information:

Date(s) of event: 10-5-19
Reason for Event: OKTOBERFEST PARTY

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): _____

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. 10-6-18, 10-7-17

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:


Applicant's Signature

8-20-19
Date

Temporary Liquor License Extension Oct 5 2019

1.
 - A. labeled on site plan
 - B. Easy access to site
 - C. Always maintain lanes for fire safety
 - D. 40' x 100' Tent labeled on site plan
 - E. Sides to tent one way under tent see diagram
 - F. labeled
 - G. N/A
 - H. From buildings
 - I. Labeled
 - J. Labeled
 - K. Noted
2.
 - A. Enclosed
 - B. 3-11pm
 - C. N/A
 - D. Polka Music
 - E. No
 - F. German food served by staff
 - G. Beer and Liquor
 - H. All ages from twin cities approx. 300 people through course of entire event
3. Card and wristband everyone
4. 2 security on overseeing event



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2019

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

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PRODUCER Coverra Insurance Services, Inc. 3803 Creekside Lane Holmen WI 54636		CONTACT NAME: Tina Rouleau PHONE (A/C, No, Ext): 608-526-2127 E-MAIL ADDRESS: trouleau@coverrainurance.com FAX (A/C, No): 608-269-2130	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED Mississippi Pub Inc 4455 66th St E Inver Grove Heights MN 55076		INSURER A: Integrity Group	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 947027937**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CPP 2773585	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CPP 2773585	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability	Y		CPP 2773585	1/1/2019	1/1/2020	Aggregate Limit 1,000,000

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

The City of Inver Grove Heights is included as additional insured on the general liability policy if required by written contract.

Location: 4455 66th Street E, Inver Grove Heights, MN 55076 and the outside premise.

Event: Oktoberfest on October 3-6, 2019

CERTIFICATE HOLDER**CANCELLATION**City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights MN 55076

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

AUTHORIZED REPRESENTATIVE

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider approval of 2ND Reading of the Amendment to the Liquor Ordinance, City Code Title 4, Chapter 1, Section 10(B) relating to payment of License Fees.

Meeting Date: September 23, 2019

Item Type: Regular

Contact: 651.450.2464

Prepared by: Michelle Calvert

Reviewed by: Joe Lynch

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider approval of 2ND Reading of the amendment to the Liquor Ordinance City Code Title 4, Chapter 1, Section 10(B) relating to payment of License Fees.

SUMMARY:

Consider approval of the 2ND Reading of the Amendment to the Liquor Ordinance City Code Title 4, Chapter 1, Section 10(B) relating to the payment of License Fees. All current Liquor License holders were informed of the proposed changes by mail, on August 28, 2019. No responses or other feedback from license holders has been received.

The proposed amendment removes the language relating to partial and delayed payments of license fees and replaces it with language stating that payments of all license fees shall be paid in full, with the submittal of an original or renewal liquor license application.

RECOMMENDATION:

Staff recommends approval because there have been instances where the second half (delayed) payments were not made in a timely fashion. Following up on the payments can be time consuming and not a productive use of staff time.

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE
TITLE 4, CHAPTER 1, SECTION 10(B)
RELATING TO PAYMENT OF LICENSE FEES**

The City Council of Inver Grove Heights does hereby ordain:

Section 1. Amendment. Inver Grove Heights City Code Title 4, Chapter 1 Section 10 (B) is hereby amended to read as follows. The text that is struck out (~~struck out~~) shows the deleted wording and the underlined text shows the language added to the code:

B. Payment: Payment of all license fees shall be paid in full with the submittal of an initial or renewal liquor license application. ~~other than an on-sale intoxicating liquor license fee shall be due at the time of application. One-half ($\frac{1}{2}$) of the annual license fee for a new on-sale intoxicating liquor license shall be paid before the application for the license is accepted with the remaining half of the license fee due six (6) months later or thirty (30) days prior to the expiration of the license, whichever is sooner. The annual license fee for the renewal of an existing on-sale intoxicating license shall be paid one-half ($\frac{1}{2}$) thereof at least thirty (30) days prior to the expiration of the existing license and the other one-half ($\frac{1}{2}$) thereof on or before June 1 of the year for which the license is issued.~~ All fees shall be paid into the general fund of the city.

Section 2. Effective Date. This Ordinance shall become effective and be in full force and effect after its adoption and publication as provided by law.

Passed in regular session of the City Council on the ____ day of _____ 20__.

Ayes:

Nays:

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Joe Lynch, Interim Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Motor Vehicle Sales Business License Application

Meeting Date: September 23, 2019
 Item Type: Regular
 Prepared by: Michelle Calvert
 Reviewed by: Joe Lynch
 Contact: 651-450-2464

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider approval of an application by Thomas Steinmueller to assume the Motor Vehicle Sales Business License currently held by Inver Grove Auto.

SUMMARY:

An application has been submitted by Thomas Steinmueller for a Motor Vehicle Sales Business License.

The applicant submitted the appropriate fees, insurance documentation, and other information as required by City Code. Mr. Steinmueller has completed the required paperwork to the State, and the State of Minnesota has issued him a temporary license. Mr. Steinmueller has been given the instruction that he must provide the City with a copy of the full license from the State before the City will give him a license.

A background investigation revealed no basis for the denial of the business license request.

Staff is recommending that the application for a transfer of the Motor Vehicle Sales Business License be approved.

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Mayor and Councilmembers

FROM: Heather Rand, Director of Community Development

DATE: September 19, 2019 for September 23, 2019 Meeting

SUBJECT: Item 7E – STOR Development Project

At the September 23 Regular City Council meeting I will be providing a verbal update on the STOR Development Project, located at 9725 South Robert Trail.

HR/kf