CITY OF INVER GROVE HEIGHTS

City Council Special Meeting

October 28, 2019 at 5:00 p.m.

A G E N D A

A. CALL TO ORDER – MAYOR TOURVILLE

1. **Vision Statement and Strategic Planning Discussion**

B. ADJOURN

City of Inver Grove Heights
2020 – 202X Strategic Plan

Mayor and City Council

Mayor George Tourville

Councilmember Tom Bartholomew
Councilmember Rosemary Piekarski-Krech
Councilmember Kara Perry
Councilmember Brenda Dietrich

City Staff Leadership

Joe Lynch – City Administrator

Shannon Battles – Interim Finance Director
Scott Thureen – Public Works Director
Heather Rand – Community Development Director
Judy Thill – Fire Chief
Melissa Chiodo – Police Chief
Eric Carlson – Parks & Recreation Director

Mission Statement

The mission of the City of Inver Grove Heights is to provide services and facilities that enhance the quality of life in our vibrant community.

Values

Ethical – decisions by doing the right thing
Engaged – people be delivering collaborative results
Excellence – by setting high standards and exceeding expectations

Framing Decisions

Ability to remain fiscally stable
Improve or stabilize operational efficiencies
Improve customer service
Staying attentive to our regulatory environment

DRAFT

Vision Statement

The City of Inver Grove Heights is a proud riverfront community that strives to provide a safe environment, quality public infrastructure, advocate for and support local business and promote culture and recreation while being mindful of its heritage.

Our Purpose

TBD

Guiding Principles & Goals

Dynamic Parks & Cultural Centers	Vibrant Commercial & Residential Development	Quality Infrastructure	Safe Environment	Fiscal Responsibility	Embrace River Front Revitalizations

Objectives & Strategies

TBD

Action Plans

TBD

City Councilmember thoughts/comments

"*Inver Grove Heights is a community that ensures best practices, added value and sustainability in the services and amenities desired by the residents, for the enjoyment and benefit of the residents, visitors and city staff."*

Joe Lynch's thoughts/comments

DRAFT

Vision

Real. Home. Town.

This is another"

Inver Grove Heights is a vibrant, riverfront community; proud of its heritage and mindful of the need to attract new and diversify. A city with unique physical characteristics, great community pride and a sense of belonging. With open and natural areas, parks, and recreational and opportunities; we pride ourselves on the unique and varied experiences awaiting all who live, work, play and visit.

Strategic Focus Areas

In order to be successful, I think we need to keep these to a smaller number, perhaps 4-5. They have to have action steps associated with them and I think that is the next challenge for our Group. I wanted to take advantage of the great work done by the Committee, but also combine a couple of items into one.

Quality of Life
This would include Parks, Open and Natural Spaces, Individual and Community Safety, Educational Excellence, taking advantage of our topography and enhancement of health, & wellness

Economic Vitality
Create and maintain vital Commercial and Residential developments, promote, enhance and emphasize our riverfront connection for development/re-development
Diversify the tax base and find retail to enhance and connect our business areas

Sustainable Fiscal/Resource Management
Not only being good stewards of the public funds, but preserving those which cannot be renewed. Adequate and sustainable infrastructure financing, debt management, financial planning and examine total cost of ownership for all things.

Sense of Community
This is one that brings people together to share unique experiences from living, working and playing in the City. Everything from Hobby farms to riverfront living and all city amenities, such as the VMCC and Golf Course to the Scenic and Natural Wildlife Area.

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INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, October 28, 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 October 7, 2019 Council Worksession
ii. Minutes from the October 14, 2019 Special Council Meeting

B. Disbursements for Period Ending October 23, 2019

C. Approval of Rental Licenses

D. Designate Polling Locations for 2020 Elections

E. Consider Approval of Bid for Fiber Project

F. Resolution Certifying Delinquent Utility Bills

G. Request Approval of Change Order Nos. 11, 12, 13, and 14 for City Project No. 2014-10, Fire Station No. 2

H. Consider Approval of Pay Application No. 11 for City Project No. 2014-11 – Fire Station No. 2

I. Consider authorizing the Fire Chief to purchase Video Surveillance Equipment and Installation for City Project No. 2014-10 – Fire Station No. 2

J. Consider Acceptance of a $1,000 Donation to the Inver Grove Heights Fire Department

K. Consider Resolution Approving Surveyor's Certificate of Plat Correction for the Plat of Park Point Surveyor's Certificate of Plat Correction related to Plat of Park Point

L. Consider Approval of Contract with Union Pacific Railroad for Quiet Zone Assessment Consulting

M. Consider Change Order No. 1 and Pay Voucher No. 4 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. 3 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, HVP Site Borrow Placement

O. Approve Encroachment Agreement for Landowner Improvements within City Easement for 1678 73rd Street (Lot 16, Block 2, Blackstone Vista 3rd Addition)

P. Approve Encroachment Agreement for Landowner Improvements within City Easement for 1644 73rd Street (Lot 18, Block 2, Blackstone Vista 3rd Addition)

Q. Consider Resolution Accepting Proposal for Engineering Stormwater Modeling Services for I-State Trucking and Mississippi River Greenway

R. Consider a Resolution Receiving Feasibility Report and Scheduling a Public Hearing for City Project No. 2016-09G – 60th Street, 62nd Street and Bacon Avenue Improvements

S. Consider a Resolution Receiving Feasibility Report and Scheduling a Public Hearing for City Project No. 2019-09D – 64th Street Area Improvements

T. Approval of Undisturbed Natural Area – Open Space Easement Agreement for Outlot B, Amberwood

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. Inver Grove Heights Convention & Visitors Bureau Budget as presented by Eric Satre, CVB Director

B. ITEM PULLED FROM THE AGENDA

C. Consider Approval of Therapeutic Message Business License

D. Voluntary Massage License Surrender Agreements

Police

E. Consider Second Reading of the Weapons Ordinance

F. Consider First Reading of Ordinance Amending City Code 4-1-19: Civil Penalties and Sanctions of Chapter 1 Alcoholic Beverages of Title 4 Business Regulations

G. First Reading of an Ordinance Amending City Code Title 4, Chapter 8, Section 1, Related to Massage Business and Massage Therapist Licenses

Community Development

H. Dakota County SMART Building – Case No. 19-ZPV – Consider the following requests for property located at the corner of Concord Boulevard and Courthouse Boulevard:
1. An Ordinance Amendment rezoning the property from B-3, General Business to P, Institutional.
2. A Resolution approving a Major Site Plan Approval for a 35,000 square foot government training facility.

I. SMART Training Center – Development Documents and Second Amendment to Purchase Agreement

J. Source Land Capital – Case No. 19-14ZPD – Consider the following requests for property located at 6477 South Robert Trail:
1. An Ordinance rezoning the property from A, Agricultural to R-1C/PUD, Single Family Planned Unit Development.
2. A Resolution relating to a Preliminary Plat for a 66-lot subdivision to be known as Windsor Ridge.
3. A Resolution relating to a Preliminary Planned Unit Development for Windsor Ridge.

K. City of Inver Grove Heights – Consider a Resolution adopting the 2040 Comprehensive Plan.

L. ITEM PULLED FROM THE AGENDA

8. EXECUTIVE SESSION

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 CITY COUNCIL WORK SESSION MINUTES
MONDAY, OCTOBER 7, 2019

A. CALL TO ORDER

The City Council of Inver Grove Heights met in Work Session on Monday, October 7, 2019, in the City Council Chambers. Mayor George Tourville called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

B. ROLL CALL

Present were Mayor Tourville; Council Members Bartholomew, Perry, Piekarski-Krech, and Dietrich. Staff: City Administrator/Interim Deputy Clerk Joe Lynch, Assistant City Attorney Bridget McCauley Nason, Community Development Director Heather Rand, Interim Finance Director/Senior Accountant Shannon Battles, Parks and Recreation Director Eric Carlson, Information Technology Manager Marc Gade, City Planner Allan Hunting, Police Chief Melissa Chiodo, Police Commander Dennis Haugland, and Deputy Police Chief Sean Folmar.

1. Alternative Official Newspaper Selection

City Administrator Lynch requested discussing Agenda Item 3 first because it is an action item. He stated Lillie Suburban Newspaper is no longer publishing legal notices and an alternate is needed. The St. Paul Pioneer Press is currently the only resource. Mayor Tourville asked if a quote was received. City Administrator Lynch responded that information has been requested from the Pioneer Press, but the City has not heard back yet.

Mayor Tourville stated the Legislature has been looking into allowing other means of publication than just newspapers. The City website may be used for official notices in the future.

Mayor Tourville asked what the Council would be approving if a quote had not yet been received. Assistant City Attorney, Bridget McCauley Nason, responded the Council could adopt the Resolution as presented with additional language stating “we name them as the official newspaper provided the charge per column inch does not exceed an amount determined by the Council”. She stated staff could investigate options and discuss at the next meeting, but adopting the resolution now allows for a placeholder, so publication deadlines are not missed. Assistant City Attorney McCauley Nason recommended adopting it as written. Ms. Nason replied that the Council could put a cap on it so it would read the amount is not to exceed $6.00 per column inch. State Statute allows the City to change an official newspaper at any time during the year.

Motion by Bartholomew, seconded by Perry to approve Resolution No. 19-192 Designating the St. Paul Pioneer Press as the Official Newspaper for the City of Inver Grove Heights with a cap of $6.00 per column inch.

Ayes: 5
Nays: 0 Motion carried.

2. 2020 Budget – ADA, EDA, Recreation, VMCC, and Golf Budgets:

Interim Finance Director/Senior Accountant Shannon Battles discussed the 2020 Budget and stated the Fund Balance Policy asks that the general fund balance be kept between 40-45% of the next year’s expenditures. The current general fund balance is at 40.2%. Councilmember Bartholomew asked for the methodology of the 40.2%. Interim Finance Director Battles responded she took the December 31, 2018 fund balance in comparison to the 2020 general fund expenditures to get

40.2%. Councilmember Bartholomew stated he wanted to make sure they know the general fund numbers. He commented that to him, it seemed more toward 45% than 40% and would like it kept closer to 40%.

Ms. Battles discussed the Debt Service Policy stating it requires the levy repayment amount to be no more than 15% of the total Citywide levy and is presently at 11.5%.

Mayor Tourville asked about Franchise Fees and the target amount of $1 million dollars. He commented that it looks more like $1.5 million and asked if that was 75% of the revenue. Interim Finance Director Battles responded Franchise Fees are paid quarterly, that is only two quarters, or half, of the fees. Mayor Tourville asked if it is expected to get closer to $2 million dollars. Interim Finance Director Battles responded in the affirmative, it will be closer to the $2 million dollar amount. Councilmember Bartholomew asked if the projected revenue would be higher than $1 million, or if it is just an accumulation of unused funds. Interim Finance Director Battles responded cash carries over from year to year, that is last year's balance plus the first and second quarters of 2019. City Administrator Lynch stated the revenue should be about $250,000 per quarter.

Mayor Tourville stated if the fund is more than anticipated, they may be able to do more with pavement management. City Administrator Lynch stated Public Works Director Thureen is expecting to use the funds to offset costs for pavement management.

Councilmember Bartholomew asked if there was an accurate and up-to-date account with the Fiduciary Fund Account/Agency Escrow Fund that shows $3 million dollars. Interim Finance Director Battles responded yes. He asked if there would be any proposed policy changes this year and if it would be the same as last year. She responded they would be the same.

Community Development Director Heather Rand presented the EDA Draft Budget for 2020 stating there have been no large changes from previous years.

Parks and Recreation Director Eric Carlson would be discussing ADA, Recreation, VMCC, and the Golf Course Budgets. He began discussion with the Golf Course stating the following in 2020:

- Projecting revenue slightly over $2 million dollars with expenses of $1.8 million dollars.
- No planned capital equipment purchases.
- A payment of $82,000 will be made for the 2016 improvement project.
- Expect about 60,000 rounds of golf to be played.
- 2020 will be the last year of the three-year Anniversary membership.

He stated for Council consideration this year is to retire some of the debt the Golf Course has with the cash balance. A summary for the debt the Golf Course has through internal loans from the Central Equipment Fund is as follows:

- The Golf Course Improvement project done in 2016. At the end of 2018 it had a balance of $1,965,792.
- In 2018 three pieces of capital equipment were purchased. Approximately $75,000 was owed at the end of 2018.
- In 2019 Council approved the purchase of a brand-new golf car fleet for $205,560 and three additional pieces of capital equipment for $83,754.

He stated there is $2.3 million dollars of debt at the Golf Course and recommends using the positive cash balance to pay for the capital equipment that has outstanding debt in the amount of approximately $365,000. At the end of 2018, the Golf Course had a positive cash balance of $765,000. He stated they anticipate that at the end of 2019 they would have a $100,000 profit which brings the end of the year cash balance in 2019 to just over $500,000.

He stated due to owning over $1.5 million dollars' worth of equipment at the Golf Course, they should be setting aside about $110,000 annually so there is cash on hand instead of borrowing money from the Golf Course Fund to purchase needed equipment. That would leave an anticipated profit in 2020 of about $90,000 and the end of year 2020 cash balance at roughly $700,000. He stated there would be approximately $100,000 in profit at the end of 2020. It is proposed to be done with the difference in paying off the three-capital equipment purchases that were made and would affect the cash on hand at the end of the year. In total it would be nearly $200,000 to go into the Golf Course Fund. The only debt would be the 2016 improvement and that would continue to be paid until 2042.

Parks and Recreation Director Carlson responded at the end of 2018 the actual cash balance is $765,000. At the end of 2020 they would be back up and will have paid off the debt of the three equipment purchases. The goal is to be able to provide the needs of the Golf Course on the cash the Golf Course generates through its operation. Mayor Tourville asked if they are obligated to deal with a consultant for another membership plan. Parks and Recreation Director Carlson responded the agreement signed with the consultant indicates that if a program is run similarly to the one already run, the City would be obligated to use their services and pay fees. He stated they would speak with the City Attorney to see what constitutes same or similar. Mayor Tourville asked when they would have a program to present in draft form to the Council. Parks and Recreation Director Carlson responded it would be in June or July of 2020.

Parks and Recreation Director Carlson discussed the Community Center budget as follows:

- Projecting revenues for all programs and services at approximately $2.8 million dollars.
- Expenses of $3.2 million dollars.
- Capital investments of $829,000.
- There is an Agreement with the School District for the Older Adult Program. Receiving $50,013 to help fund the position. The Agreement ends in 2021.
- There is a Use Agreement with the School District for swimming and hockey. Receiving $262,500 from the District for use of the facility not including pool and ice time in 2020 which is paid when they use it. For that they would receive approximately $40,000 for pool time and approximately $90,000 in ice time fees.
- A ten-year Agreement was signed with the School District that runs through 2026. The use fee was only determined for the first five years. Numbers for the final five years have not been worked out yet but is being discussed.
- There is an Agreement with the Youth Hockey Association. The Association pays $14,000 a year that goes back to when the facility was first constructed and ends in 2023. Discussions about renewing the Agreement will be taking place.
- Cost recovery for the Community Center is projected at 86%.
- Plan to make improvements to the HVAC system in the lap pool area, all of the pool filters, replacing some fitness equipment, and upgrading the lighting in the facility to LED Lighting.

- Have an Agreement with the City of Rosemount for the West Rink. Rosemount is paying 90% of the complete project costs and will be paying the City $82,000 for the next nine years. That payment goes to repay the capital investment made in the West Rink. This is not considered revenue.

Parks and Recreation Director Carlson discussed the Recreation Budget as follows:

- Projecting revenues of $245,000 from programs and services provided.
- Expecting expenses of $523,000. Cost recovery at 47%.
- There are no significant program changes. Continue programs as done in the past.
- There are 400 different programs being offered serving close to 4,000 people.
- The 2020 Budget includes an increase in the Recreation Specialist from a ½ FTE to a full FTE to help be able to provide programs and services in Recreation.

Parks and Recreation Director Carlson discussed the ADA Budget stating it is a project-based budget used to address ADA issues at City facilities. Money was used this year to replace the pool lift at the pool and for the purchase of a water accessible wheelchair. He stated there are items that are not ADA compliant but do not need to be addressed at this time. City Administrator Lynch stated ADA Fund 447 has a cash balance of $194,000. There is a plan that identifies things that need to be addressed in the future.

3. 2020 Information Technology Position

Information Technology Manager, Marc Gade, discussed the background of the position being requested stating it comes as a recommendation from the OST report. The position is warranted and necessary to meet the IT needs of the City and staff. Responsibilities include server maintenance, security and permissions of the systems, backups and restorations, network administration, and Level 2 support. Councilmember Piekarski-Krech asked who currently does the work. IT Manager Gade responded it was done by Works Computing with some items not being addressed. He stated those are things he can do and has done previously but other needs were requested by staff. This is more to take on in one position. If not for the help of another position, this would need to be outsourced.

Councilmember Piekarski-Krech asked for a breakdown. IT Manager Gade responded department supervision would be managing staff, projects within the department, GIS Staff, two IT Specialists, capital replacement, and budget, all of which he does now. Councilmember Piekarski-Krech asked what he would continue doing and what someone else would be doing. IT Manager Gade responded the position includes server maintenance, security and permission, SAN Storage, management, VMware management, telecommunications, network administration, and Level 2 support. He stated his responsibilities would be department supervision, project management, inventory, capital replacement, budget, system advisory, disaster recovery, internal business relationships, reporting, vendor management, and software license management.

Councilmember Piekarski-Krech asked for an explanation of internal business relationships. IT Manager Gade responded it is the relationship between IT and the departments themselves, understanding the needs of the departments and how to service them. City Administrator Lynch stated Manager Gade is trying to be proactive in considerations about business applications. He stated choices were made that IT was not involved in and trying to catch up after the fact. Councilmember Piekarski-Krech asked if items were purchased without IT involvement. City

Administrator Lynch responded there has not been someone to oversee the entire operation and do some of the projects mentioned. Some purchases of higher profile software were made without getting IT involved upfront. He stated that now, all of those costs were shifted over to IT's budget, so the IT Manager will be responsible for the oversight of all software and the aspects of it.

Councilmember Piekarski-Krech stated she was concerned about the amount of money put toward a software system that was supposed to improve communications and still has issues. She asked if this position can bring the City where they need to be, she could support it. She stated the person would have to benefit the organization and the citizens. IT Manager Gade responded it would. Laying out responsibilities would free up time to have oversight, implement software correctly, and understand the users' needs prior to purchase.

Councilmember Bartholomew stated he was not ready to support the position at this time and needed a little more work and input. IT Manager Gade responded he would work on that.

Councilmember Dietrich stated she was interested in how much outside consulting support would be needed. IT Manager Gade responded very little would be needed for core functions but would be needed with implementation. If purchasing infrastructure, the initial setup would need vendor support.

Councilmember Perry asked if there was an estimate over the last two years for the cost of a consultant versus the cost of a full-time employee. IT Manager Gade responded it would be difficult to gather as some of the work was not being done. He stated he could look at the invoices and tally the numbers to see what was spent on Works Computing over the last two years. City Administrator Lynch stated 2018 would be easy to compile, 2019 would be difficult because there was an interim period where there wasn't a Manager and they relied on consultants. They would get a breakdown together, categorize them, and get them back to the Council.

Mayor Tourville listed the following requests:

- Staffing recommendations
- OST report
- Number of workstations and employees
- Consultant fees

4. <u>2040 Comprehensive Plan Overview</u>

City Planner Allan Hunting stated they are nearing the end of the adoption approval process. The Comprehensive Plan is scheduled with the Metropolitan Council Board on October 9th. The City Council will have to formally adopt the plan at the end of October. He discussed the process stating it began in 2017 and consisted of workshops, reviewing drafts, and gathering input to compile into draft form that was submitted to Met Council in December 2018. The plan, once adopted, includes:

- Guiding Principles: Includes the well-balanced tax base, good connected parks and open space, well-planned office and industrial areas.
- Guiding Principles from a Land Use Perspective: Looks at current conditions and where to guide in the future, used in review of plans, recommendations, and proposals for projects.

Mr. Hunting stated once adopted, it will require implementation as follows:

- Look at the Zoning Ordinance, subdivision, and other Codes checking for a need to update.

- Housing Committee reviewed their chapter and will be working on a new action plan.
- Economic Development Strategies will be in the forefront more often.
- Mississippi River Corridor Critical Area Plan: This is through the DNR, the Legislature updated via an Executive Order. Requires gathering input from communities and residents along the Mississippi River to preserve the character of the river. The City will have to adopt a new Critical Area Plan.

5. Alcohol Compliance Discussion:

Police Chief Melissa Chiodo updated the Council in response to the alcohol compliance failures. She stated that out of the alcohol compliance hearings, the Council had the following two requests:

1. Days were suggested for when businesses would be closed if failing the compliance check. She stated it was suggested beginning in the new year. Page 26 states "the Police Chief or his/her designee provide to the Council calendar dates for license suspension". She stated that of those dates, the Council would choose which dates the business would be closed.
2. Businesses sometimes fail to provide alcohol server training and were asked by the Council if there was a penalty for that. She stated it was not in the policy so it was added as Item No. 6 stating "failing to conduct mandated alcohol server training as required is a failure that can result in the minimum penalties". "Each violation in Subsection A would be considered a separate violation and is subject to penalties".

Police Chief Chiodo discussed two other documents included in the packets stating it was requested to provide to business owners the process used. After consulting with an Attorney, they were told it is considered investigative data and the City does not have to provide that information. She summarized the two documents as follows:

- Document 1: A letter that is addressed to the liquor license holder and given to those that apply for a liquor license and renewal. The letter states they would be doing a minimum of two compliance checks a year, the point of the checks, why they are done, and reminding them of what is required by law.
- Document 2: A three-page document that has "Alcohol Compliance Program Frequently Asked Questions" that would be provided to business owners. Includes information about what the Compliance Check program is about, why they are important, the benefits to the business and community, goals, and how many compliance checks would be done.

Mayor Tourville stated several people have asked about the underage person and how they can answer, what can they be trained to answer, and if it is investigative and secretive. "The buyer will not use any other identification other than an under 21 valid MN Driver's License or MN Identification Card. If the buyer is asked to present their ID, they present the above stated forms of ID. After presenting the ID and asked for date of birth, the buyer will provide correct date of birth. If asked their age, the buyer will advise they are 21 years of age. If the buyer is not asked for identification but asked of age, the buyer will respond they are 21 years of age".

6. Massage License Ordinance Update

Police Commander Dennis Haugland discussed Massage Licensing Ordinance revisions stating he met with the Assistant City Attorney and looked at other City Ordinances and determined that items can be added. Those items were included in the proposed Amendment changes.

Councilmember Piekarski-Krech commented that she didn't think they allowed massage as a home occupation as stated in Section 7 "Legally conducted as a home occupation". Assistant City Attorney Bridget McCauley Nason responded that under the current Ordinance it is allowed as a home occupation. She stated if a person says they have a massage business in their residence they must maintain both a business license and a massage therapist license and comply with standards. Councilmember Piekarski-Krech stated she didn't think they should be allowed. Police Commander Haugland responded he was unsure if any were in the home but there are 12 massage therapy business licenses. City Administrator Lynch stated he had a map of the locations and handed them out to the Council. Mayor Tourville stated it was difficult to tell based off the map if a business was in a home or not. He asked if there are any that are in homes. City Administrator Lynch responded he would get that information to the Council.

Councilmember Piekarski-Krech asked if this covers those that go to homes to give massages. City Administrator Lynch responded the requirements state they must have an individual license and be associated with a business.

Police Commander Haugland stated research was done looking at other cities and some limit the number of massage businesses or therapist licenses available in the City. He was unsure if that was something the City wanted to consider.

City Administrator Lynch stated this item can be brought forward for Council consideration at the end of October. Businesses can be notified that this is in process. Assistant City Attorney McCauley Nason stated the Council was interested in the possibility of having this adopted before the license renewal cycle begins. City Administrator Lynch stated for consideration is the inspection aspect, be it Police, Code Compliance, or a combination. If that is done, the fees would possibly have to be increased to cover staffing time. Deputy Police Chief Sean Folmar stated it would be similar to alcohol compliance checks, it would need to have clearly defined rules and repercussions.

Police Chief Chiodo responded a policy would have to be created that doesn't punish legitimate businesses but not a welcoming environment for those that want to take advantage.

Mayor Tourville suggested looking at how other cities deal with locked doors.

7. <u>Hunting and Weapons Ordinance Update</u>

Deputy Police Chief Folmar discussed the current Weapons Ordinance as well as the proposed Weapons Ordinance. The first item for discussion would be eliminating all of Section C and adding Shotguns to Section B of 5-6-1 Weapons Ordinance. He stated Section C has five subsets, 1-3 is same as in Section B, subset 4 lacks relevance and the City Council eliminated Goose hunting within the City rendering subset 5 useless. Adding Shotgun to the other Ordinance would eliminate all of Section B by adding it to Section C.

He stated another change in Section D for Bow and Arrow and requested eliminating subset 1A and all of subsets 2, 3, and 4. Those would remove all hunting possibilities within the City of Inver Grove Heights, but would allow target practice within an enclosed structure, designated archery range in a City park, school, or college grounds, and at a licensed commercial archery range. From 2012 to 2018 there were approximately 105 calls for Police service related to hunting. He stated each time someone calls 911 to report someone trespassing, a suspicious vehicle, or have a question, the cost

at the current rate would be $38.23 per dispatched call, plus the Officers time in addition to Police Department staff time.

Mayor Tourville stated there are groups of residents that have sent letters stating the hunting permit should be over as they get bombarded from people wanting to hunt on their land. Deputy Chief Folmar responded they keep a list of who doesn't want the hunts. The published map needs to be revised, that would have to come before the Council at some point. Mayor Tourville clarified that the Police Department would like the City Council to not allow any further deer hunting in the City of Inver Grove Heights. Deputy Police Chief Folmar responded that was correct. He is looking for direction about the Ordinance. Councilmember Piekarski-Krech suggested getting public information out there so they are aware it will change. Councilmember Bartholomew suggested it was time to consider an Amendment and have the three Readings. He stated he didn't want to have unintended consequences as a result of this change. Deputy Chief Folmar stated there was no language deleted from the current Ordinance. The only verbiage added referenced dealing with employees of any government entity approved by the Chief of Police when needed to harvest and reduce populations of animals within the City limits.

Mayor Tourville asked the Council if they would like the Police Department to put together an Ordinance and begin readings. Councilmember Bartholomew agreed. Councilmember Piekarski-Krech suggested getting the word out first. Deputy Police Chief Folmar asked the Council if they would like this done in two separate Ordinances. One would be adding the shotgun language in with all the other firearms and the other Ordinance would be for deer hunting.

Mayor Tourville requested articles to go out stating the City Council is considering changes with the Deer Hunting/Bow Hunting Ordinance. Deputy Police Chief Folmar suggested trapping go under the Animal Control portion of the Ordinance. He stated he would keep the two together for the first meeting and if it is determined to separate the two, he would for further meetings. Mayor Tourville suggested separating the two. First dealing with the shotgun portion, and then the hunting portion which needs public input. Mr. Lynch stated they could notify every one of the intentions to change and start the bow hunting process after the first of the year. He stated they could begin with the weapons portion at the next meeting.

C. <u>ADJOURN</u>

Mayor Tourville stated the following meeting notices:

- Meeting on Monday, October 14th at 5:00 p.m. for the review.
- Meeting on Monday, October 28th at 5:00 p.m. for Strategic Planning.

Motion by Dietrich, seconded by Perry to adjourn the meeting at 8:38 p.m.

Ayes: 5
Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek.

INVER GROVE HEIGHTS CITY COUNCIL SPECIAL SESSION
Monday, October 14, 2019 5:00 p.m. – 8150 Barbara Avenue

A. **CALL TO ORDER:** The City Council of Inver Grove Heights met in a Closed Executive Session on Monday, October 14th at 8150 Barbara Avenue. Mayor George Tourville called the meeting to Order at 5:00 p.m.

Roll Call: Present were Mayor Tourville; Council Members Piekarski-Krech, Bartholomew, Perry and Dietrich.
Staff: City Administrator Joe Lynch

B. **City Administrator Performance Review**
The Council reviewed information that had been provided that included: Draft minutes of the September 3rd Special Session, comments summarized from that meeting and a listing of items to consider for review and measurement in 2020 for the City Administrator performance.

Council focused on the items for 2020 and modified or added language for clarification purposes. Council determined that they would like to meet with the City Administrator on a quarterly basis to review and update on these items. They would also like to explore having a 360 degree performance review of the Administrator by Department Heads.

The Mayor did review the evaluation done at the September 3rd Special meeting and the scoring indicated that the Administrator fell within the meets expectations range. Council discussed the adjustment to the compensation and decided the Mayor would provide a recommendation at the next Council meeting to adjust the salary by the same C.O.L.A. all union and non-union employees received for 2019.

Council Member Perry moved to adjourn the meeting at 6:14 p.m. Council Member Dietrich seconded. Ayes: all.

AGENDA ITEM _____4B_____

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

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of October 10, 2019 to October 23, 2019.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending October 23, 2019. The detail of these disbursements is attached to this memo.

General & Special Revenue	$402,733.86
Debt Service & Capital Projects	619,918.62
Enterprise & Internal Service	125,700.28
Escrows	16,078.00
Grand Total for All Funds	$1,164,430.76

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 October 10, 2019 to October 23, 2019 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING October 23, 2019

WHEREAS, a list of disbursements for the period ending October 23, 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	$402,733.86
Debt Service & Capital Projects	619,918.62
Enterprise & Internal Service	125,700.28
Escrows	16,078.00
Grand Total for All Funds	$1,164,430.76

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

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Interim Deputy Clerk

City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 10/10/2019 - 10/23/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AFSCME COUNCIL 5	INV0091412	10/11/2019	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	953.42
AFSCME COUNCIL 5	INV0091413	10/11/2019	UNION DUES (AFSCME FULL SHARE-I	101.203.2031000	94.10
ALADTEC, INC.	2019-2794	10/23/2019	10/8/19	101.42.4200.423.50070	3,612.00
BARNA, GUZY, & STEFFEN LTD	208072	10/15/2019	50003-005	101.41.1100.413.30430	689.00
BUREAU OF CRIMINAL APPREHENSION	00000568370	10/15/2019	00000012981	101.42.4000.421.40044	390.00
CITY OF SAINT PAUL	IN37521	10/15/2019	2997	101.42.4000.421.50080	338.00
COMCAST	10/5/19 8772 10 591 03595	10/15/2019	8772 10 591 0359526	101.42.4200.423.30700	10.52
CULLIGAN	9/30/19 157-98459100-6	10/15/2019	157-98459100-6	101.42.4200.423.60065	85.38
CULLIGAN	9/30/19 157-98459118-8	10/15/2019	157-98459118-8	101.42.4200.423.60065	61.85
DAJ ENTERPRISES LLC	2029	10/15/2019	9/16/19	101.44.6000.451.60030	1,719.00
DAJ ENTERPRISES LLC	2030	10/15/2019	9/16/19	101.44.6000.451.60030	978.80
DAKOTA COMMUNICATIONS CENTER	IG2019-11	10/15/2019	NOVEMBER 2019	101.42.4000.421.70502	50,680.50
DAKOTA COMMUNICATIONS CENTER	IG2019-11	10/15/2019	NOVEMBER 2019	101.42.4200.423.70502	6,740.50
DCA TITLE	48760	10/23/2019	20-00400-50-014	101.45.3000.419.30700	625.00
DENNIS J. WALTER	10/7/19	10/15/2019	10/7/19	101.42.4000.421.40044	1,000.00
EFTPS	INV0091439	10/11/2019	FEDERAL WITHHOLDING	101.203.2030200	56,255.51
EFTPS	INV0091441	10/11/2019	MEDICARE WITHHOLDING	101.203.2030500	15,798.68
EFTPS	INV0091442	10/11/2019	SOCIAL SECURITY WITHHOLDING	101.203.2030400	43,804.40
EFTPS	INV0091443	10/11/2019	FEDERAL WITHHOLDING	101.203.2030200	1,692.18
EFTPS	INV0091445	10/11/2019	MEDICARE WITHHOLDING	101.203.2030500	271.78
EFTPS	INV0091446	10/11/2019	SOCIAL SECURITY WITHHOLDING	101.203.2030400	1,162.10
EYEMED	164054471	10/15/2019	OCTOBER 2019	101.203.2032700	232.47
GALLS INC	013815446	10/15/2019	1002151449	101.42.4200.423.60045	47.25
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0091419	10/11/2019	HSA ELECTION-FAMILY	101.203.2032500	2,787.18
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0091420	10/11/2019	HSA ELECTION-SINGLE	101.203.2032500	4,877.99
GENESIS EMPLOYEE BENEFITS, INC	IN1605950	10/15/2019	9/1/19-9/30/19	101.42.4000.421.30550	40.00
GERTENS	470309/1	10/15/2019	103566	101.44.6000.451.60016	42.60
GERTENS	3102/12	10/15/2019	103566	101.44.6000.451.60035	120.90
GERTENS	B10285/1	10/14/2019	103566	101.44.6000.451.60016	17.98
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11909	10/23/2019	INVRGRV-1	101.42.4200.423.40020	2,111.03
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11909	10/23/2019	INVRGRV-1	101.43.5200.443.40020	174.38
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11909	10/23/2019	INVRGRV-1	101.43.5400.445.40020	1,591.64
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11909	10/23/2019	INVRGRV-1	101.44.6000.451.40020	1,790.15
ICMA RETIREMENT TRUST - 457	INV0091411	10/11/2019	457 - ROTH AGE 50+	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0091421	10/11/2019	ICMA-AGE <49 %	101.203.2031400	8,304.88
ICMA RETIREMENT TRUST - 457	INV0091422	10/11/2019	ICMA-AGE <49	101.203.2031400	2,830.00
ICMA RETIREMENT TRUST - 457	INV0091423	10/11/2019	ICMA-AGE 50+ %	101.203.2031400	990.28
ICMA RETIREMENT TRUST - 457	INV0091424	10/11/2019	ICMA-AGE 50+	101.203.2031400	7,009.79
ICMA RETIREMENT TRUST - 457	INV0091425	10/11/2019	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	88.57
ICMA RETIREMENT TRUST - 457	INV0091435	10/11/2019	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	2,482.28
ICMA RETIREMENT TRUST - 457	INV0091436	10/11/2019	ROTH IRA (AGE 50 & OVER)	101.203.2032400	1,084.00
ICMA RETIREMENT TRUST - 457	INV0091437	10/11/2019	ROTH-AGE <49 %	101.203.2032400	43.18
ING DIRECT	INV0091447	10/11/2019	MSRS-HCSP	101.203.2032200	568.54
INNOVATIVE OFFICE SOLUTIONS	SUM-050042	10/23/2019	S28777	101.41.1100.413.60070	31.00
INNOVATIVE OFFICE SOLUTIONS	SUM-050042	10/23/2019	S28777	101.41.2000.415.60070	287.41
INNOVATIVE OFFICE SOLUTIONS	SUM-050042	10/23/2019	S28777	101.43.5100.442.60040	193.99
INNOVATIVE OFFICE SOLUTIONS	SUM-050042	10/23/2019	S28777	101.45.3000.419.60010	3.03
INNOVATIVE OFFICE SOLUTIONS	SUM-050042	10/23/2019	S28777	101.45.3000.419.60065	26.98
IUOE	INV0091426	10/11/2019	UNION DUES IUOE	101.203.2031000	1,143.42
LELS	INV0091427	10/11/2019	UNION DUES (LELS)	101.203.2031000	1,680.00
LELS SERGEANTS	INV0091438	10/11/2019	UNION DUES (LELS SGT)	101.203.2031000	306.00
LOCAL GOVERNMENT INFORMATION SYSTEM (	47668	10/15/2019	106325	101.42.4000.421.70501	1,923.00
LOCAL GOVERNMENT INFORMATION SYSTEM (	47677	10/15/2019	111541	101.42.4200.423.30700	469.00
LVC COMPANIES, INC.	20487	10/15/2019	101199	101.42.4200.423.40040	325.00
M & J SERVICES, LLC	2090	10/15/2019	9/30/19	101.43.5200.443.40046	1,890.00
M & J SERVICES, LLC	2093	10/15/2019	9/30/19	101.43.5200.443.40046	450.00
MINNEAPOLIS OXYGEN CO.	00048694	10/15/2019	01910	101.42.4200.423.30700	96.60
MINNEAPOLIS OXYGEN CO.	IN00048695	10/15/2019	01915	101.42.4200.423.30700	75.90
MINNESOTA DEPARTMENT OF HUMAN SERVICI	INV0091415	10/11/2019	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	306.89
MINNESOTA DEPARTMENT OF HUMAN SERVICI	INV0091416	10/11/2019	NEAL ST. ONGE FEIN/TAXPAYER ID: 4	101.203.2032100	178.58
MINNESOTA DEPARTMENT OF HUMAN SERVICI	INV0091418	10/11/2019	JOHN VERDEJA FEIN/TAXPAYER ID: 4	101.203.2032100	1,036.08
MINNESOTA/WISCONSIN PLAYGROUND	2019419	10/15/2019	9/20/19	101.44.6000.451.60016	1,938.00
MN DEPT OF REVENUE	INV0091428	10/11/2019	LEVY - ANDREW BRAVO	101.203.2031900	100.70
MN DEPT OF REVENUE	INV0091440	10/11/2019	STATE WITHHOLDING	101.203.2030300	25,723.95
MN DEPT OF REVENUE	INV0091444	10/11/2019	STATE WITHHOLDING	101.203.2030300	635.62
MN DEPT OF REVENUE	19-Sep	10/21/2019	Taxes	101.207.2070300	0.10
MN DEPT OF REVENUE	19-Sep	10/21/2019	Taxes	101.207.2070300	2,241.35
MRPA	9840	10/15/2019	10/4/19	101.41.1100.413.30500	275.00
OXYGEN SERVICE COMPANY, INC	03447024	10/15/2019	04394	101.42.4000.421.60065	49.14
PATNAUDE, JOHN	8/15/19	10/23/2019	REFUND EMT CLASSES	101.42.4200.423.50080	1,800.00
PERA	INV0091429	10/11/2019	PERA COORDINATED PLAN	101.203.2030600	43,079.34
PERA	INV0091430	10/11/2019	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,313.79
PERA	INV0091431	10/11/2019	PERA DEFINED PLAN	101.203.2030600	53.46

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PERA	INV0091432	10/11/2019	EMPLOYER SHARE (PERA DEFINED F	101.203.2030600	53.46
PERA	INV0091433	10/11/2019	PERA POLICE & FIRE PLAN	101.203.2030600	21,446.94
PERA	INV0091434	10/11/2019	EMPLOYER SHARE (POLICE & FIRE P	101.203.2030600	32,170.43
PETTY CASH - WF PURCHASE CARD FEES	SEPTEMBER 2019	10/11/2019	SEPTEMBER 2019 FEES	101.41.2000.415.70440	144.73
PINE BEND PAVING, INC.	19-549	10/15/2019	9/30/19	101.43.5200.443.60016	569.70
RIVARD STONE, INC.	99469	10/15/2019	24334	101.44.6000.451.40047	3,775.00
TEXAS STATE DISBURSEMENT UNIT	INV0091414	10/11/2019	ANDREW BRAVO FEIN/TAXPAYER ID:	101.203.2032100	401.13
T-MOBILE USA, INC.	9373919141	10/15/2019	1003957	101.42.4000.421.50020	51.00
TYLER TECHNOLOGIES, INC	025-273205	10/15/2019	41443	101.41.2000.415.40044	438.00
UNIFIRST CORPORATION	090 0511209	10/15/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0511209	10/15/2019	1051948	101.44.6000.451.60045	25.05
UNITED STATES TREASURY	10/11/19	10/23/2019	ANDREW BRAVO - LEVY PROCEEDS	101.203.2031900	125.00
US POSTMASTER - EAGAN	NOV-DEC 19	10/23/2019	INSIGHTS NEWSLETTER	101.41.1100.413.50035	2,500.00
VERIZON WIRELESS	9836726832	10/15/2019	Telephone	101.41.1000.413.50020	180.05
VERIZON WIRELESS	9836726832	10/15/2019	Telephone	101.42.4000.421.50020	1,449.72
VERIZON WIRELESS	9836726832	10/15/2019	Telephone	101.42.4200.423.50020	672.15
VERIZON WIRELESS	9836726832	10/15/2019	Telephone	101.43.5100.442.50020	331.82
VERIZON WIRELESS	9836726832	10/15/2019	Telephone	101.43.5200.443.50020	415.79
VERIZON WIRELESS	9836726832	10/15/2019	Telephone	101.44.6000.451.50020	301.02
VERIZON WIRELESS	9836726832	10/15/2019	Telephone	101.45.3000.419.50020	45.79
VERIZON WIRELESS	9836726832	10/15/2019	Telephone	101.45.3300.419.50020	268.44
VERIZON WIRELESS	9836726832 CR	10/15/2019	Telephone	101.41.1100.413.50020	(14.40)
VERIZON WIRELESS	9838737503	10/09/2019	Telephone	101.41.1000.413.50020	180.05
VERIZON WIRELESS	9838737503	10/09/2019	Telephone	101.41.1100.413.50020	85.64
VERIZON WIRELESS	9838737503	10/09/2019	Telephone	101.42.4000.421.50020	1,381.47
VERIZON WIRELESS	9838737503	10/09/2019	Telephone	101.42.4200.423.50020	772.43
VERIZON WIRELESS	9838737503	10/09/2019	Telephone	101.43.5100.442.50020	331.94
VERIZON WIRELESS	9838737503	10/09/2019	Telephone	101.43.5200.443.50020	403.16
VERIZON WIRELESS	9838737503	10/09/2019	Telephone	101.44.6000.451.50020	312.85
VERIZON WIRELESS	9838737503	10/09/2019	Telephone	101.45.3000.419.50020	42.82
VERIZON WIRELESS	9838737503	10/09/2019	Telephone	101.45.3300.419.50020	340.32
WEBBER RECREATIONAL DESIGN, INC.	994	10/15/2019	9/25/19	101.44.6000.451.40047	3,200.00
WI SCTF (WI SUPPORT COLLECTIONS TRUST F	INV0091417	10/11/2019	NEAL ST. ONGE FEIN/TAXPAYER ID: 4	101.203.2032100	336.74
Fund: 101 - GENERAL FUND					**386,740.37**
LIME VALLEY ADVERTISING, INC.	19014.08	10/15/2019	9/27/19	201.44.1600.465.50025	250.00
PIONEER PRESS	0819563204	10/15/2019	563204	201.44.1600.465.50025	875.00
RIVER HEIGHTS CHAMBER OF COMMERCE	10172	10/15/2019	9/23/19	201.44.1600.465.30700	5,873.82
ST PAUL ARENA COMPANY, LLC	SPAC0003016	10/15/2019	AUGUST 2019	201.44.1600.465.50025	200.00
STACY ANN BROOKS	277	10/15/2019	OCTOBER 2019	201.44.1600.465.50025	195.00
Fund: 201 - C.V.B. FUND					**7,393.82**
INNOVATIVE OFFICE SOLUTIONS	SUM-050042	10/23/2019	S28777	204.44.6100.452.60009	54.16
INNOVATIVE OFFICE SOLUTIONS	SUM-050042	10/23/2019	S28777	204.44.6100.452.60040	82.09
MN DEPT OF REVENUE	19-Sep	10/21/2019	Taxes	204.207.2070300	415.61
Fund: 204 - RECREATION FUND					**551.86**
CAROL GARBER	8/27/19	10/15/2019	9/11/19	205.44.6200.453.40040	400.00
GROVE, SARA	9/18/19	10/15/2019	REFUND	205.207.2070300	1.34
GROVE, SARA	9/18/19	10/15/2019	REFUND	205.44.0000.3492900	18.66
LUCIO, MICHELLE	9/20/19	10/15/2019	MEMBERSHIP CANCELLED	205.207.2070300	5.99
LUCIO, MICHELLE	9/20/19	10/15/2019	MEMBERSHIP CANCELLED	205.44.0000.3490100	84.01
MN DEPT OF REVENUE	19-Sep	10/21/2019	Taxes	205.207.2070300	7,002.19
VERIZON WIRELESS	9836726832	10/15/2019	Telephone	205.44.6200.453.50020	76.02
VERIZON WIRELESS	9836726832	10/15/2019	Telephone	205.44.6200.453.50020	25.34
VERIZON WIRELESS	9836726832	10/15/2019	Telephone	205.44.6200.453.50020	60.35
VERIZON WIRELESS	9836726832	10/15/2019	Telephone	205.44.6200.453.50020	76.02
VERIZON WIRELESS	9838737503	10/09/2019	Telephone	205.44.6200.453.50020	76.08
VERIZON WIRELESS	9838737503	10/09/2019	Telephone	205.44.6200.453.50020	60.37
VERIZON WIRELESS	9838737503	10/09/2019	Telephone	205.44.6200.453.50020	76.08
VERIZON WIRELESS	9838737503	10/09/2019	Telephone	205.44.6200.453.50020	25.36
WISE, TORIE	9/30/19	10/15/2019	SWIM LESSON REFUND	205.44.6200.453.60040	60.00
Fund: 205 - COMMUNITY CENTER					**8,047.81**
TREE TRUST	190659	10/15/2019	CIIGH	402.44.6000.451.30700	12,094.29
Fund: 402 - PARK ACQ. & DEV. FUND					**12,094.29**
LAURIE ZADRA	001 IGHFSF	10/15/2019	JUNE-JULY 2019	434.42.4200.423.30700	2,415.00
LAURIE ZADRA	002 IGHFSF	10/15/2019	AUGUST-SEPT 2019	434.42.4200.423.30700	1,920.00
LVC COMPANIES, INC.	20990	10/15/2019	IGHFD209	434.42.4200.423.30700	26,256.25
US DIGITAL DESIGNS, INC.	8911	10/15/2019	IGHFD207	434.42.4200.423.30700	51,738.58
Fund: 434 - 2014 IMPROVEMENT FUND					**82,329.83**
DAHN CONSTRUCTION	PAY REQUEST #2	10/15/2019	CITY PROJECT NO. 2017-07	437.44.5900.737.80300	410,953.39
MINNESOTA ICE LLC.	PAY REQUEST NO. 4	10/15/2019	CITY PROJECT NO. 2017-1722	437.44.5900.737.80200	30,451.57
WSB & ASSOCIATES, INC.	R-011626-000-19	10/15/2019	HVP DOG PARK DEV.	437.44.5900.737.30700	1,564.50
WSB & ASSOCIATES, INC.	R-013050-000-11	10/15/2019	HVP PHASE 2	437.44.5900.737.30700	19,047.00
Fund: 437 - 2017 IMPROVEMENT FUND					**462,016.46**
EMERGE ENTERPRISES	03349	10/15/2019	INVE00001	439.43.5500.446.40025	3,105.00
Fund: 439 - 2019 IMPROVEMENT FUND					**3,105.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11909	10/23/2019	INVRGRV-1	441.74.5900.741.40020	987.90
Fund: 441 - STORM WATER MANAGEMENT					**987.90**
HOISINGTON KOEGLER GROUP INC.	019-036-2	10/15/2019	019-036	444.74.5900.744.30700	2,522.04
Fund: 444 - PARK CAPITAL REPLACEMENT					**2,522.04**
G.F. JEDLICKI, INC.	FINAL PAY VO. NO. 9	10/15/2019	CITY PROJECT NO. 2017-02	446.74.5900.746.80300	53,530.10
Fund: 446 - NW AREA					**53,530.10**
MESSERLI & KRAMER, P.A.	371826	10/15/2019	22369-00004	451.75.5900.751.30700	3,333.00
Fund: 451 - HOST COMMUNITY FUND					**3,333.00**
CENTRAL LANDSCAPING	HYDRANT PERMIT #1908	10/23/2019	REFUND HYDRANT PERMIT #1908	501.207.2070300	(32.86)
CENTRAL LANDSCAPING	HYDRANT PERMIT #1908	10/23/2019	REFUND HYDRANT PERMIT #1908	501.50.0000.3813000	(461.19)
CITY OF BLOOMINGTON	1900278	10/15/2019	10/1/19	501.50.7100.512.30700	420.00
CORE & MAIN LP	L254917	10/15/2019	099872	501.50.7100.512.60016	419.43
DANNER INC	HYDRANT PERMIT #1912	10/23/2019	REFUND HYDRANT PERMIT #1912	501.207.2070300	(49.37)
DANNER INC	HYDRANT PERMIT #1912	10/23/2019	REFUND HYDRANT PERMIT #1912	501.50.0000.3813000	(682.88)
GERLACH OUTDOOR POWER EQUIP	183272	10/15/2019	109186	501.50.7100.512.60016	32.76
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVGRV-21909	10/23/2019	INVRGRV-2	501.50.7100.512.40020	9,926.18
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11909	10/23/2019	INVRGRV-1	501.50.7100.512.40020	25,630.14
GLENN LAWN CARE	2145	10/15/2019	0002	501.50.7100.512.30700	1,168.75
GOPHER STATE ONE-CALL	9090481	10/15/2019	MN00435	501.50.7100.512.30700	739.80
GRAINGER	9309914845	10/05/2019	806460150	501.50.7100.512.60016	79.80
MN DEPT OF REVENUE	19-Sep	10/21/2019	Taxes	501.207.2070200	6,781.52
MN DEPT OF REVENUE	19-Sep	10/21/2019	Taxes	501.207.2070300	5.37
TYLER TECHNOLOGIES, INC	025-274181	10/23/2019	41443	501.50.7100.512.70440	1,306.25
VEIT & COMPANY INC	HYDRANT PERMIT #1916	10/23/2019	REFUND HYDRANT PERMIT #1916	501.207.2070300	(37.93)
VEIT & COMPANY INC	HYDRANT PERMIT #1916	10/23/2019	REFUND HYDRANT PERMIT #1916	501.50.0000.3813000	(532.35)
VERIZON WIRELESS	9836726832	10/15/2019	Telephone	501.50.7100.512.50020	423.04
VERIZON WIRELESS	9838737503	10/09/2019	Telephone	501.50.7100.512.50020	423.24
Fund: 501 - WATER UTILITY FUND					**45,559.70**
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11909	10/23/2019	INVRGRV-1	502.51.7200.514.40020	638.58
TYLER TECHNOLOGIES, INC	025-274181	10/23/2019	41443	502.51.7200.514.70440	1,306.25
Fund: 502 - SEWER UTILITY FUND					**1,944.83**
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11909	10/23/2019	INVRGRV-1	503.52.8600.527.40020	110.98
JOHN DEERE FINANCIAL	9/14/19	10/15/2019	75325-96900	503.52.8600.527.40042	2,039.95
MN DEPT OF REVENUE	19-Sep	10/21/2019	Taxes	503.207.2070300	12,962.88
MTI DISTRIBUTING CO	1235027-00	10/15/2019	402307	503.52.8600.527.60008	250.73
SUPERIOR TURF SERVICES INC	16637	10/15/2019	9/27/19	503.52.8600.527.60035	2,849.53
VERIZON WIRELESS	9836726832	10/15/2019	Telephone	503.52.8500.526.50020	198.51
VERIZON WIRELESS	9838737503	10/09/2019	Telephone	503.52.8500.526.50020	198.57
Fund: 503 - INVER WOOD GOLF COURSE					**18,611.15**
MN DEPT OF REVENUE	19-Sep	10/21/2019	Taxes	602.00.2100.415.40048	2.01
RIVARD STONE, INC.	99468	10/15/2019	24333	602.00.2100.415.40048	4,425.00
Fund: 602 - RISK MANAGEMENT					**4,427.01**
BOYER TRUCKS - MINNEAPOLIS	212996	10/15/2019	C20394	603.00.5300.444.40041	223.21
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AW093019-2	10/15/2019	10/2/19	603.00.5300.444.40041	64.40
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11909	10/23/2019	INVRGRV-1	603.00.5300.444.40020	2,611.66
INVER GROVE FORD	6293293/1	10/15/2019	7/12/19	603.00.5300.444.40041	371.98
INVER GROVE FORD	5277529	10/15/2019	10/4/19	603.00.5300.444.40041	24.97
INVER GROVE FORD	5277663	10/15/2019	10/8/19	603.00.5300.444.40041	145.77
MANSFIELD OIL COMPANY	607630	10/15/2019	23866-02-607630	603.140.1450050	9,521.91
MANSFIELD OIL COMPANY	607631	10/15/2019	23866-01-607631	603.140.1450050	5,392.56
MANSFIELD OIL COMPANY	609531	10/15/2019	23866-01-609531	603.140.1450050	1,029.74
METRO JANITORIAL SUPPLY INC	11015155	10/15/2019	10/5/19	603.00.5300.444.60012	284.75
MIDWAY FORD	124014	10/15/2019	10/2/19	603.00.5300.444.80700	28,712.98
MTI DISTRIBUTING CO	1236366-00	10/15/2019	91180	603.00.5300.444.60014	1,382.46
NORTHERN EXPOSURE ROOFING & SHEET ME	10/7/19	10/15/2019	PUBLIC WORKS MAINTENANCE REP/	603.00.5300.444.40040	796.00
O' REILLY AUTO PARTS	1767-429748	10/15/2019	1578028	603.140.1450050	46.92
O' REILLY AUTO PARTS	1767-430955	10/15/2019	1578028	603.00.5300.444.60012	3.34
UNIFIRST CORPORATION	090 0511209	10/15/2019	1051948	603.00.5300.444.40065	168.72
UNIFIRST CORPORATION	090 0511209	10/15/2019	1051948	603.00.5300.444.60045	33.50
VERIZON WIRELESS	9836726832	10/15/2019	Telephone	603.00.5300.444.50020	139.89
VERIZON WIRELESS	9838737503	10/09/2019	Telephone	603.00.5300.444.50020	125.32
Fund: 603 - CENTRAL EQUIPMENT					**51,080.08**
INNOVATIVE OFFICE SOLUTIONS	SUM-050042	10/23/2019	S28777	604.00.2200.416.60005	241.43
INNOVATIVE OFFICE SOLUTIONS	SUM-050042	10/23/2019	S28777	604.00.2200.416.60010	861.59
US BANK EQUIPMENT FINANCE, INC.	396012965	10/15/2019	923425	604.00.2200.416.40050	2,555.00
Fund: 604 - CENTRAL STORES					**3,658.02**
HUEBSCH SERVICES	4371534	10/15/2019	100075	605.00.7500.460.40065	120.52
SERVICE FIRE PROTECTION, INC.	14807	10/15/2019	9/19/19	605.00.7500.460.50055	290.00
Fund: 605 - CITY FACILITIES					**410.52**
MN DEPT OF REVENUE	19-Sep	10/21/2019	Taxes	606.00.1400.413.40049	2.26
MN DEPT OF REVENUE	19-Sep	10/21/2019	Taxes	606.00.1400.413.60041	6.71
Fund: 606 - TECHNOLOGY FUND					**8.97**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTRAL LANDSCAPING	HYDRANT PERMIT #1908	10/23/2019	REFUND HYDRANT PERMIT #1908	702.229.2294300	1,500.00
DANNER INC	HYDRANT PERMIT #1912	10/23/2019	REFUND HYDRANT PERMIT #1912	702.229.2294300	1,500.00
HENNEPIN COUNTY DISTRICT COURT	19420977	10/15/2019	DALE GOUGH	702.229.2291000	78.00
PULTE HOMES	R00227419	10/15/2019	BD2017-3666	702.229.2299800	2,500.00
PULTE HOMES	R00227419 B	10/15/2019	BD2017-3661	702.229.2299800	2,500.00
PULTE HOMES	R00228884	10/15/2019	BD2017-3816	702.229.2299800	2,500.00
PULTE HOMES	R00230231	10/15/2019	BD2017-3815	702.229.2299800	2,500.00
RECHTZIGEL, KURT	10/10/19	10/23/2019	ESCROW RELEASE LAP A-147-18	702.229.2297502	1,500.00
VEIT & COMPANY INC	HYDRANT PERMIT #1916	10/23/2019	REFUND HYDRANT PERMIT #1916	702.229.2294300	1,500.00
Fund: 702 - ESCROW FUND					**16,078.00**
Grand Total					**1,164,430.76**

AGENDA ITEM 4C

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

REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE

Meeting Date:	October 28, 2019
Item Type:	Consent
Contact:	Nicole Cook: 651-450-2491
Prepared by:	Nicole Cook, Rental and Code Compliance Coordinator
Reviewed by:	Heather Rand, Community Development Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED
The City Council is to consider approval of nine (9) rental licenses.

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

ANALYSIS
The following rental license applications have been submitted:

- **GENA SIMON, OWNER: 2782 87TH STREET EAST**
- **DELISA COLLETTE, PROPERTY MGR: 6920 CLAYTON AVENUE**
- **DELISA COLLETTE, PROPERTY MGR: 4738 BARBARA AVENUE**
- **DELISA COLLETTE, PROPERTY MGR: 7324 CAHILL AVENUE**
- **DELISA COLLETTE, PROPERTY MGR: 3875 75TH STREET EAST**
- **DELISA COLLETTE, PROPERTY MGR: 1730 ATWATER PATH**
- **DELISA COLLETTE, PROPERTY MGR: 7943 CHARLES WAY**
- **DELISA COLLETTE, PROPERTY MGR: 6978 DELANEY AVENUE**
- **DELISA COLLETTE, PROPERTY MGR: 3085 UPPER 76TH STREET EAST**

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

RECOMMENDATIONS
Community Development staff recommends approval of the license listed above.

AGENDA ITEM 4D

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

DESIGNATE POLLING LOCATIONS FOR 2020 ELECTIONS

Meeting Date: October 28, 2019
Item Type: Consent
Prepared by: Michelle Calvert
Reviewed by: Joe Lynch
Contact: 651-450-2464

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Minnesota Statutes 2016, section 204B.16, subdivision 1, requires that by December 31 of each year, the governing body of each municipality and of each county with precincts in unorganized territory must designate by ordinance or resolution a polling location for each election precinct.

Please adopt the enclosed resolution designating Polling Locations for 2020 elections.

SUMMARY:

The City will use eight churches as polling locations:

P-1	Amazing Grace Lutheran Church	7160 South Robert Trail
P-2	Inver Hills Church	8265 Babcock Trail
P-3	National Guard Armory	8055 Barbara Ave.
P-4	City Hall	8150 Barbara Ave.
P-5	Emanuel Lutheran Church	2075 70th St. E.
P-6	Good Shepherd Lutheran Church	7600 Cahill Ave
P-7	St. Patrick's Catholic Church	3535 72nd St. E.
P-8	River Heights Vineyard Church	6070 Cahill Ave.
P-9	First Calvary Baptist Church	5495 S Robert Trail, Sunfish Lake*
P-10	Bethesda Lutheran Church	2855 47th St E

*First Calvary Baptist Church is replacing Crossroads Church as a polling location.

RESOLUTION NO. _____

RESOLUTION DESIGNATING POLLING LOCATIONS FOR 2020 FOR RESIDENTS OF INVER GROVE HEIGHTS, MINNESOTA

WHEREAS, Minnesota Statutes 2016, section 204B.16, subdivision 1, states that by December 31 of each year, the governing body of each municipality and of each county with precincts in unorganized territory must designate by ordinance or resolution a polling location for each election precinct.

WHEREAS, designated in this resolution are the polling locations for 2020 calendar year unless a change is made:

(1) pursuant to section 204B.175;

(2) because a polling place has become unavailable and;

WHEREAS, the polling locations destinations have been approved by the County Auditor and the polling locations comply with Election Law M.S. 144.414; 200.02 subd. 24, 204B.16 subd. 1. and;

NOW THEREFORE, BE IT RESOLVED by the Inver Grove Heights City Council hereby designates that the following polling locations for any 2020 elections in the City and will be open from 7:00 a.m. to 8:00 p.m. for voting:

P-1	Amazing Grace Lutheran Church	7160 South Robert Trail
P-2	Inver Hills Church	8265 Babcock Trail
P-3	National Guard Armory	8055 Barbara Ave.
P-4	City Hall	8150 Barbara Ave.
P-5	Emanuel Lutheran Church	2075 70th St. E.
P-6	Good Shepherd Lutheran Church	7600 Cahill Ave
P-7	St. Patrick's Catholic Church	3535 72nd St. E.
P-8	River Heights Vineyard Church	6070 Cahill Ave.
P-9	**First Calvary Baptist Church**	**5495 S Robert Trail, Sunfish Lake**
P-10	Bethesda Lutheran Church	2855 47th St E

FURTHER, to direct staff to forward a copy of this resolution to Dakota County and the Minnesota Secretary of State.

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

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Interim City Clerk/City Administrator

204B.16 POLLING PLACES; DESIGNATION.

Subdivision 1. **Authority; location.** By December 31 of each year, the governing body of each municipality and of each county with precincts in unorganized territory must designate by ordinance or resolution a polling place for each election precinct. The polling places designated in the ordinance or resolution are the polling places for the following calendar year, unless a change is made:

(1) pursuant to section 204B.175;

(2) because a polling place has become unavailable; or

(3) because a township designates one location for all state and federal elections and one location for all township only elections.

Polling places must be designated and ballots must be distributed so that no one is required to go to more than one polling place to vote in a school district and municipal election held on the same day. The polling place for a precinct in a city or in a school district located in whole or in part in the metropolitan area defined by section 200.02, subdivision 24, shall be located within the boundaries of the precinct or within one mile of one of those boundaries unless a single polling place is designated for a city pursuant to section 204B.14, subdivision 2, or a school district pursuant to section 205A.11. The polling place for a precinct in unorganized territory may be located outside the precinct at a place which is convenient to the voters of the precinct. If no suitable place is available within a town or within a school district located outside the metropolitan area defined by section 200.02, subdivision 24, then the polling place for a town or school district may be located outside the town or school district within five miles of one of the boundaries of the town or school district.

Subd. 1a. **Notice to voters.** If the location of a polling place has been changed, the governing body establishing the polling place shall send to every affected household with at least one registered voter in the precinct a nonforwardable mailed notice stating the location of the new polling place at least 25 days before the next election. The secretary of state shall prepare a sample of this notice. A notice that is returned as undeliverable must be forwarded immediately to the county auditor. This subdivision does not apply to a polling place location that is changed on election day under section 204B.175.

Subd. 2. [Repealed, 1994 c 607 s 7]

Subd. 3. **Designation effective until changed.** The designation of a polling place pursuant to this section shall remain effective until a different polling place is designated for that precinct. No designation of a new or different polling place shall become effective less than 90 days prior to an election, including school district elections or referenda, and no polling place changes may occur during the period between the state primary and the state general election, except that a new polling place may be designated to replace a polling place that has become unavailable for use.

Subd. 4. **Prohibited locations.** No polling place shall be designated in any place where intoxicating liquors or nonintoxicating malt beverages are served or in any adjoining room. No polling place shall be designated in any place in which substantial compliance with the requirements of this chapter cannot be attained.

Subd. 5. **Access by elderly and persons with disabilities.** Each polling place shall be accessible to and usable by elderly individuals and individuals with disabilities. A polling place is deemed to be accessible and usable if it complies with the standards in paragraphs (a) to (f).

(a) At least one set of doors must have a minimum width of 32 inches if the doors must be used to enter or leave the polling place.

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(b) Any curb adjacent to the main entrance to a polling place must have curb cuts or temporary ramps. Where the main entrance is not the accessible entrance, any curb adjacent to the accessible entrance must also have curb cuts or temporary ramps.

(c) Where the main entrance is not the accessible entrance, a sign shall be posted at the main entrance giving directions to the accessible entrance.

(d) At least one set of stairs must have a temporary handrail and ramp if stairs must be used to enter or leave the polling place.

(e) No barrier in the polling place may impede the path of persons with disabilities to the voting booth.

(f) At least one parking space for persons with disabilities, which may be temporarily so designated by the municipality for the day of the election, must be available near the accessible entrance.

The doorway, handrails, ramps, and disabled parking provided pursuant to this subdivision must conform to the standards specified in the State Building Code for accessibility by persons with disabilities.

A governing body shall designate as polling places only those places which meet the standards prescribed in this subdivision unless no available place within a precinct is accessible or can be made accessible.

Subd. 6. **Public facilities.** Every statutory city, home rule charter city, county, town, school district, and other public agency, including the University of Minnesota and other public colleges and universities, shall make their facilities, including parking, available for the holding of city, county, school district, state, and federal elections, subject to the approval of the local election official. A charge for the use of the facilities may be imposed in an amount that does not exceed the lowest amount charged to any public or private group.

Subd. 7. **Appropriate facilities.** The facilities provided in accordance with subdivision 6 shall be sufficient in size to accommodate all election activities and the requirements of subdivision 5. The space must be separated from other activities within the building. The local election official may approve space in two connecting rooms for registration and balloting activities. Except in the event of an emergency making the approved space unusable, the public facility may not move the election from the space approved by the local election official without prior approval. In addition to the requirements of subdivision 5, the public facility must make remaining parking spaces not in use for regularly scheduled activities available for voters.

History: *1981 c 29 art 4 s 16; 1983 c 124 s 4; 1984 c 471 s 5; 1985 c 307 s 1; 1987 c 266 art 1 s 25; 1991 c 227 s 12,13; 1991 c 349 s 36,37; 1992 c 474 s 1; 1993 c 223 s 10; 1997 c 147 s 29,30; 2000 c 467 s 16; 2004 c 293 art 2 s 18; 2005 c 56 s 1; 2005 c 156 art 6 s 35,36; 2008 c 244 art 1 s 11; 2017 c 92 art 1 s 14; art 2 s 8*

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AGENDA ITEM 4E

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

Meeting Date: October 28th, 2019
Item Type: Consent
Contact: Marc Gade, 651-450-2576
Prepared by: Marc Gade, IT Manager
Reviewed by: Joe Lynch, City Administrator

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

PURPOSE/ACTION REQUESTED

Consider approval of bid for fiber project.

SUMMARY

The attached quote from EPS presents the recommend bid for the fiber conduit project that will connect Inver Grove Heights city hall to Dakota Broadband Board INET. The fiber path, outlined in the attached RFQ, would originate from Inver Grove Heights city hall, cross Hwy 52, terminate at Broderick and College Trail. This fiber conduit is necessary to in order to connect the City onto the Dakota Broadband Board INET and begin the migration from our current provider. Funding for this project has been allocated in the 2019 budget. Project cost will be shared with Dakota County whereas Inver Grove Heights will be responsible for 1000 feet of the total project.

MSG
Attachments: EPS Quote
Logis RFQ

Electrical Production Services

Bid valid for 30 days from: 9/5/2019
Bid completed by: Jason T Johnson

jason.johnson@electricalproduction.com

Base Bid: $37,927.98

To: Justin Roggenkamp
LOGIS
Fiber Optic Services Group Supervisor
5750 Duluth Street, Golden Valley, MN 55422
Phone: (763) 543-2653
Email: jroggenkamp@logis.org

LOGIS - City of Inver Grove Heights

Location: Inver Grove Heights City Hall

Bid Acceptance:

The information contained in this bid and the attached documentation is binding upon acceptance of the bid. Acceptance of the bid may occur through signing below and returning this page to EPS, Inc., or emailing EPS, Inc. that you accept the bid. When accepting a bid, you agree to be bound by EPS, Inc.'s Terms and Conditions. If you accept the bid on behalf of a third-party/company you work for, you also represent and warrant you have authority to contractually bind the third-party/company. Any changes to an accepted bid will be charged as an extra. Bid and performance bonds are not included in this proposal unless explicitly noted.

Bid Assumptions, Qualifications, and Exclusions:

All information contained in this bid is proprietary and for the confidential use of the recipient listed above.
Duplication and/or dissemination of information contained herein is prohibited.
This bid is subject to EPS's Terms and Conditions that are attached.
Any changes to this bid will be charged as an Extra.
Utility company service and usage charges are not included.
Arc flash hazard analysis and labeling are not included.
Fault current coordination of overcurrent devices is not included.
Security, fire alarm, sound, telephone, and data systems and wiring are not included.
Prevailing wages, bond costs and/or special insurance coverage's are not included.
A two week notice prior to starting is required for scheduling of labor.
This bid is based on work to be performed during normal business hours.
Bid dose not include permit fees. Permits fees will be waived Per LOGIS
All Material provided by Logis
Winter adder for Frost is not added to quote

Accepted (Signature) **Title** **Date**

Bid Detail

Qty	Item Description

1	Site Name: Inver Grove Heights City Hall to Broderick Blvd. & College Trail Scope Of Work: Install two 1.5" conduits throughout project Install four 24"x36"x36" Handholes Install four Triview 72" marker post Install 144ct fiber optic cable throughout project leaving 200' coils in each storage handhole, 100' coil in the splice point handhole and 50' coil at Dmarc Splicing and testing of fiber is not added to this quote.

Date: 09/05/2019

Electrical Production Services

TERMS AND CONDITIONS

1. Payment. The making of final payment shall constitute a waiver of all claims by Customer known as of the date such payment is made, except for those claims specifically preserved in writing as surviving the final payment. CUSTOMER'S DAMAGES IN ANY CLAIM, ACTION OR SUIT AGAINST EPS SHALL NOT EXCEED THE CONTRACT SUM, AND IN NO EVENT SHALL EPS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT OR THE PERFORMANCE OF THE WORK.

2. Changes in the Work. Customer may, without invalidating this Agreement, request changes in the Work within the general scope of the contemplated project consisting of additions, deletions or other revisions to the Work. Such changes in the Work shall be accomplished by a written Change Order. The Contract Sum and the Plans and Specifications may be adjusted only by a written Change Order, and once signed by EPS and Customer constitutes a binding modification to this Agreement. Unless otherwise agreed by the parties, any increase in the Contract Sum associated with a Change Order shall be payable upon execution of the Change Order. Each change to the Plans and Specifications, or Contract Sum shall be deemed a separate Change Order.

3. Concealed Conditions. Should unknown or concealed conditions differ materially from those understood to exist, ordinarily encountered, or generally recognized as inherent in the Work contemplated by EPS, then the Contract Sum shall be equitably adjusted by Change Order upon request by either party made in writing within thirty days after the first observance of the condition. If additional work is required to correct the concealed condition, Customer shall pay the additional costs involved.

4. Indemnification. Customer shall indemnify and hold EPS harmless from and against claims, damages, losses and expenses arising out of or resulting from performance of the Work to the extent that such claims, damage, loss, or expenses are caused by the negligence or willful misconduct of Customer or anyone directly or indirectly employed by Customer or anyone for whose acts Customer may be liable.

5. **Miscellaneous Terms.** Neither party shall assign its rights and obligations hereunder without the other's prior written consent, except that EPS may subcontract all or a portion of the Work without Customer's consent. The Agreement between the parties is intended to be interpreted and construed under and in accordance with the laws of the State of Minnesota. The bid and these Terms and Conditions express all agreements between the parties concerning the subject matter hereof and supersede all previous understandings relating hereto whether oral or written. EPS does not agree to any modification of these terms unless such modification is agreed to, in writing, by EPS's President or CEO. Whenever possible, each provision of these Terms and Conditions shall be interpreted to be effective and valid under applicable law, but, if any provision of these Terms and Conditions shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Terms and Conditions. The parties hereto consent to the exclusive jurisdiction and venue of any such court and waive any argument that venue in such forums is not convenient. EPS shall be entitled to its attorneys' fees in any action required to enforce or interpret these Terms and Conditions including but not limited to actions resulting from the Customer's nonpayment. Customer hereby acknowledges receipt of any and all written notices required under Minn. Stat. 514.011, including the following notice:

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

Bid Acceptance:

The information contained in this bid and the attached documentation is binding upon acceptance of the bid. Acceptance of the bid may occur through signing below and returning this page to EPS, Inc., or emailing EPS, Inc. that you accept the bid. When accepting a bid, you agree to be bound by EPS, Inc.'s Terms and Conditions. If you accept the bid on behalf of a third-party/company you work for, you also represent and warrant you have authority to contractually bind the third-party/company. Any changes to an accepted bid will be charged as an extra. Bid and performance bonds are not included in this proposal unless explicitly noted.

Electrical Production Services

Date: 09/05/2019

One Year "LIMITED" Warranty

This warranty has specific limitations and is not an insurance policy.

A. What does this Warranty cover?
Electrical Production Services, Inc. (dba, EPS) offers a One-Year limited warranty on labor and materials supplied by EPS, with the exception of lamps and light bulbs which are expressly excluded. EPS warrants that the labor and materials will be free from defects in material or workmanship, under normal use during the warranty period.

B. What does this Warranty NOT cover?
Acts of God/Nature, abuse, neglect or any damage the customer has a right to recover against another party (i.e. other workers, suppliers) or covered by homeowner's/company insurance.

C. What we will do…
Replace or repair the covered defective materials and workmanship.

D. What must you do…
Keep this warranty, your invoice and contract in a safe place. Call EPS at (800) 594-9165 for warranty service within twenty-four (24) hours of discovery of any warranted defect to notify EPS of the defect.

E. Other Conditions

1. EPS will not pay for any incidental or consequential damages, (for example, loss of refrigerated foods, living/working expenses, loss to other property or person's).

2. This warranty will be voided if someone other than EPS performs services on the work covered by this warranty.

3. Your exclusive remedy for breach of this limited warranty is repair or replacement of defective materials and workmanship.

4. All other warranties express or implied are expressly disclaimed.

Bid Acceptance:
The information contained in this bid and the attached documentation is binding upon acceptance of the bid. Acceptance of the bid may occur through signing below and returning this page to EPS, Inc., or emailing EPS, Inc. that you accept the bid. When accepting a bid, you agree to be bound by EPS, Inc.'s Terms and Conditions. If you accept the bid on behalf of a third-party/company you work for, you also represent and warrant you have authority to contractually bind the third-party/company. Any changes to an accepted bid will be charged as an extra. Bid and performance bonds are not included in this proposal unless explicitly noted.

Fiber Optic - Request for Quote (RFQ)

	Project Manager: Justin Roggenkamp	**Email**: jroggenkamp@logis.org
Date Submitted:	**Office Phone**: 763.543.2653	LOGIS 5750 Duluth Street Golden Valley, MN 55422
Response Deadline: 9/6/16	**Cell Phone**: 612.209.1293	
Purchase Order No:	**Project No**: 191509	

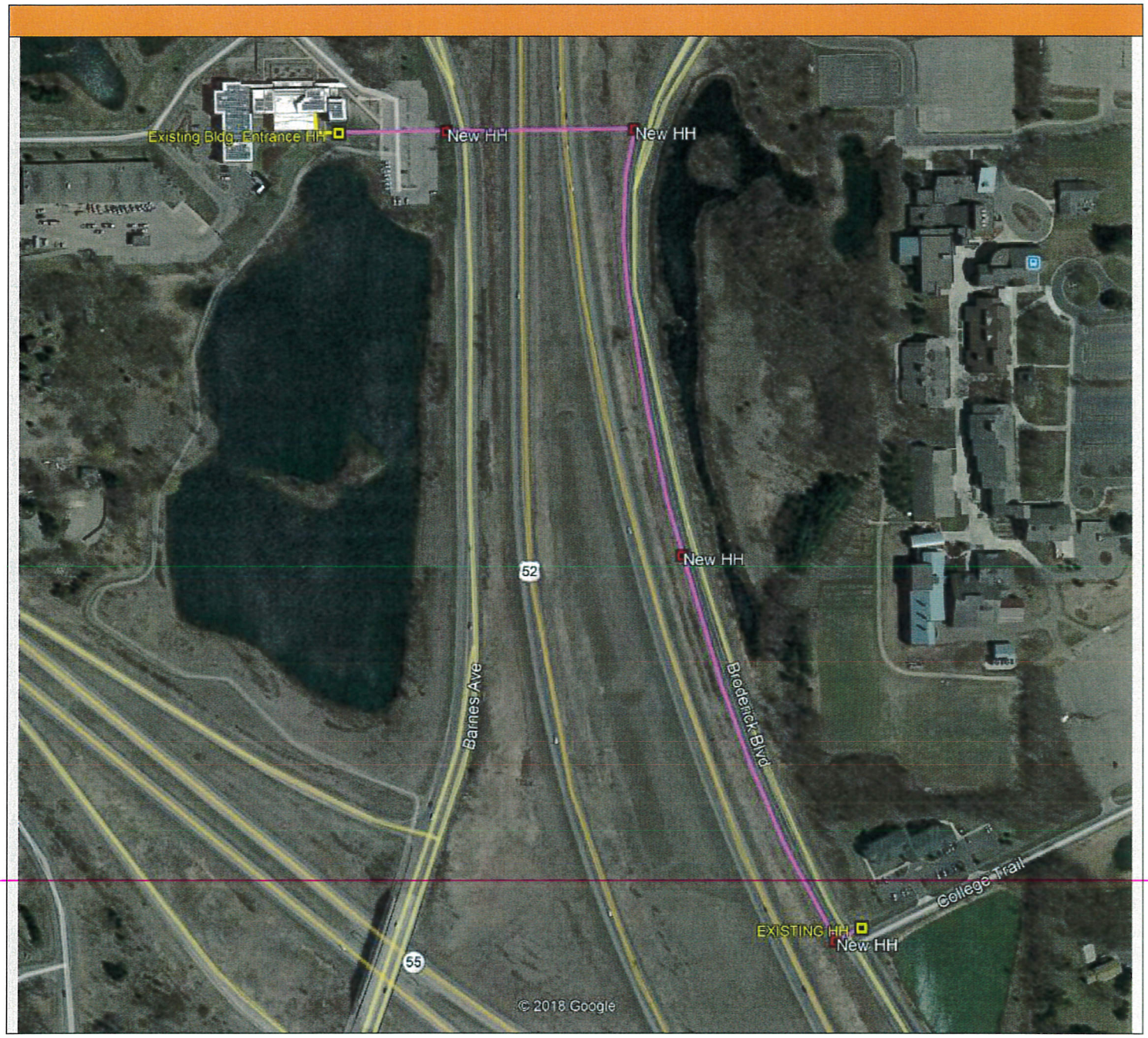
Description:

Installation of a new outside plant fiber optic cabling system from the Inver Grove Heights City Hall to the existing handhole located in the NE corner of Broderick Blvd and College Trail.

Compass Consultants is responsible for all permits.

Site Name:
Inver Grove Heights City Hall to Broderick Blvd. & College Trail
Scope Of Work:
Install two 1.5" conduits throughout project Install four 24"x36"x36" Handholes Install four Triview 72" marker post Install 144ct fiber optic cable throughout project leaving 200' coils in each storage handhole, 100' coil in the splice point handhole and 50' coil at Dmarc
Materials:
Materials provided by LOGIS

Work Location:



RFQ Summary and Signature

Note: The Unit Pricing provided by the Contractor will be used as a validity check by LOGIS, to guarantee the **Contractor** fully understands the Scope Of Work and to make sure the Contractor's estimation of units is consistent with that of the other vendors. **The Summation of the Extended Prices, as shown below, creates a Fixed Price, LUMP SUM Quote on behalf of the Contractor**. The Contractor is NOT entitled to additional pay due to an underestimation of units required to complete this project. Rock Clauses are NOT provided for in this bid, as the Contractor must allow for construction of infrastructure regardless of conditions encountered.

This quote is being submitted in full compliance with all terms and conditions outlined in this document. The Lump Sum for the work outlined in this RFQ is:

Submitted By:
Signature of the Contractor attests that the Contactor had read, understands, and agrees to all terms, conditions, and instructions set forth in the Request for Quote, including all Attachments, unless otherwise noted in the formal response. Contractor understands this is a fixed price bid and units or footages noted by Contractor are for informational purposes only. Contractor's total fixed price for the segments bid is shown above The below-named individual, submitting and signing this response, verifies that he/she is a duly authorized officer of the company.

Signature:	
Contractor Name:	
Contractor Address:	
Authorized Contractor Representative:	
Title of Contractor Representative:	
Contractor Representative Email Address:	
Contractor Representative Phone Number:	

Installation Specifications

Summary

LOGIS will supply all materials related to the conduit, couplings, pull vaults and hand holes, fiber optic cabling, termination panels, splice cases, etc. required for the project. Vendor must supply a detailed material list to be provided by LOGIS. Vendor will be responsible for pickup of material from a metro area distribution center and delivery to the job site. LOGIS requires the installation to meet the specifications listed below.

Conduits and Hand Holes

Conduit: Duct size and number of ducts will be specified on the Engineering Workprints, purchase order or scope of work issued to Contractor. HDPE is the default choice for underground conduit, minimum wall thickness SDR-11. The properties and dimensions shall be in accordance with ASTM F 2160 standard specification for Solid Wall High Density Polyethylene (HDPE). All materials supplied and used by contractors must be reviewed and approved by the LOGIS Project Manager. For any new building entrance facilities that are required, those entrance facilities requirement is specified under the Facilities section.

Coupler Installation: Compression couplers must be utilized and suitable for blowing fiber. Contractor must pre-approve all conduits, couplings and hand holes with the LOGIS Project Manager before installation.

The conduit must be installed at a minimum depth of 36 inches along the route. Note: Contractor must comply with the permit requirements which may require deeper depths when crossing county roads, rail roads, or state highways. When running in parallel, fiber is not to be placed on top of any existing Water Main, Sanitary Sewer Line, or Storm Sewer Line. When digging, catch basin filter bags and erosion control must be in place so as to catch sediment runoff before it can enter into the Storm Sewer system. Pull ropes must be installed and left in place in each conduit when required in the SOW.

Hand holes must be installed at a minimum of every 1,000 feet along the inner duct. Hand holes must be installed at any 90 degree turn along the route of the conduits. Hand holes must be installed outside of each building location specified in the document. For any new cable placed into a new or existing hand hole, contractor must leave an 200 foot fiber maintenance coil in each hand hole along the route. Hand holes must be a minimum of 24 inch by 36 inch by 24 inch with an 8-inch base of Pea rock to allow for drainage. Hand hole covers must be rated to handle 20,000 pounds and must be secured with 5 point Penta bolts.

Contractor is responsible for all Gopher State One Call for locations of all utilities. Contractor is responsible for all locates of the conduits and hand holes until project is completed by acceptance from the LOGIS Project Manager.

Locator Wire

Locate/Tracewire to be installed for future locates. This wire must stub up at locate posts every 1000 foot intervals. Locate/Tracewire must be 12 gauge copper, suitable for buried purposes.

Fiber Optic Cable

Underground Fiber Optic Cables: The fiber optic cable will be provided is a single mode, loose tube, gopher rated, armor-jacketed cable, with the fibers within the cable color-coded. To prevent water migration, the fiber optic cable will be filled with dry, water reactive components incorporating Super Absorbent Polymer (SAP) material.

50 feet of fiber optic cable will be coiled and secured to the wall inside each location. For any new cable placed into a new or existing hand hole, contractor must leave a 200 foot fiber maintenance coil in each hand hole along the route.

Maximum pull tension on the armor cable is 600 lbs. Minimum bend radius of the cable is 20 times the diameter of the cable.

Grounding

Contractor is required to provide proper grounding of the tracer wire, splice cases, fiber optic cabling armor and termination panels. Ground rods must be provided in each vault requiring splice cases. All splice closures on shielded cable will be bonded and grounded according to manufactures specifications.

Cabinets and Termination

Cabinets and Racking - LOGIS will supply all cabinets and racking. Cabinets and racking provided will be specified under each facility location.

Termination Equipment - All fiber optic cabling must be terminated in the building's demarcation point as directed by the LOGIS Project Manager. Within 50 feet of the entrance into each facility, all non-Plenum cable must be terminated, or fusion spliced on Plenum rated cable, or enclosed in steel conduit approved by the building inspector.

Fiber Optic cable must be terminated in a rack or wall mount fiber optic cable enclosure. Termination must be on standard LC connectors. Contractor is responsible for labeling all cabling end points. Contractor must review and obtain approval of the labeling requirements from the LOGIS Project Manager.

OTDR Testing and Documentation

The Contractor is responsible for testing and labeling per EIA/TIA specifications. All testing of fiber optic strands will use an OTDR approved tester. The OTDR will be set up for the appropriate pulse width, range, resolution, and averaging time. The recommended testing duration is 120 seconds. Each fiber will be tested at 1550 nm and 1310 nm beginning with the blue fiber in the buffer tube and continue to test each fiber in the link until all the fibers have been tested in one direction. Spans in excess of 60kM shall be tested at 1550nm only. The OTDR test will then be conducted in the opposite direction. Power meter testing is also required. All results shall be documented, arranged, and provided to LOGIS in an electronic PDF file. Contractor is responsible for correcting all fiber strands that fail the OTDR tests or are deemed unacceptable by the LOGIS Project Manager.

As-Built Documentation

The Contractor shall provide a reproducible copy of such "As Built" or "As Constructed" plans to LOGIS upon completion of the work. "As Built" or "As Constructed" plans shall include accurate documentation for the alignment of underground conduit and location of locate posts and vaults. GPS Location measurements shall be recorded in a maximum spacing increment of 100 feet and must be accurate to within 12 inches. No work will be accepted or considered final by LOGIS until such plans are received. The contractor must register the build with Gopher State One Call as needed.

"As Built" map documentation must be provided in GIS/ESRI or AutoCAD electronic files. "As Built" GIS/ESRI maps for Dakota County projects must be provided in Dakota County coordinates, Hennepin County projects must be provided in Hennepin County coordinates.

Legal

LOGIS Project Manager
The LOGIS assigned Project Manager is: Justin Roggenkamp LOGIS Fiber Optic Services Group Supervisor 5750 Duluth Street, Golden Valley, MN 55422 Phone: (763) 543-2653 | Email: jroggenkamp@logis.org LOGIS reserves the right to re-assign the role of the LOGIS Project Manager at any time. If the role is re-assigned, LOGIS will notify the contractor by email or phone.

Project Timing
The contractor must supply LOGIS with a estimate on their available start date and an estimate on the amount of time to complete the project.

Right of Rejection or Acceptance
LOGIS reserves the right to reject any or all quotes / bids. LOGIS reserves the right to select the quote deemed most acceptable and complete based on our evaluation criteria.

Permit & Design
Compass Consultants is responsible for any and all permits. This will include but not be limited to city, county, state and rail road permits required to complete construction. Contractor is required to comply with all permit requirements and pay for the permit costs. Final conduit location in the right-of-way will be determined when permits are issued. All underground telecommunication wires, fibers, and conduits etc. shall be buried within city right-of-ways unless placed within utility easements or placed on private property with the knowledge and written easement agreement from the owner of the occupied property. Such wires, fibers, conduits etc. shall occupy a space within the designated right-of-way as assigned by the City.

Restoration
Contractor is responsible for all restoration of disturbed surfaces to a condition equal to or better than it was prior to the construction. Grass areas shall be restored with sod. Other restoration options must be approved by the LOGIS Project Manager.

Bonds

Each Contractor must furnish performance and labor and material payment bonds on approved forms in the amount of 100% of the contract amount. The bonds are to be executed by an acceptable surety company or companies authorized to execute such in the State of Minnesota, and be written in favor of the City. These bonds must be executed within 15 days after the City notifies the Contractor that it has been awarded the contract and must remain in force throughout the life of the contract and its warranty period. The Contractor must require the Attorney-in-Fact who executed the required bonds to attach a current copy of his power of attorney indicating the monetary limit of such power.

Public Liability Insurance

The Contractor shall take out and maintain during the life of this contract such public liability and Property Damage Insurance as shall protect him/her from all claims for bodily injury including accidental death as well as from all claims for Property Damage arising from operations under this contract. The minimum limits which are required are: $1,000,000.00 in the aggregate for injuries including accidental death to any one person, for injuries including accidental death resulting from one accident and for property damage.

Such policy shall include coverage for:

- Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due:
- To grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work, or,
- To moving, shoring, underpinning, raising or demolition of any building or structure removal or rebuilding of any structural support thereof.
- Injury to or destruction of wires, conduits, sewers, pipes, mains, or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavation or drilling, or injury to or destruction of property at any time resulting there from.
- Injury to or destruction of any property arising out of blasting or explosion.

Change Orders

Change orders must be provided to the LOGIS Project Manager by email. The change order must fully define the change, reason for the change and any additional costs. Change orders will only be approved by the LOGIS Project Manager. This approval will be by a electronically signed email or fax. No changes are allowed without approval.

Payment

Payment will be issued by LOGIS. Contractor must submit a detailed invoice to the email address of ap@logis.org and the LOGIS Project Manager. Payment will be issued in 14 days after approval of the LOGIS Project Manager. Incremental payments must be specified to LOGIS and approved by LOGIS prior to the award of the project. Incremental payments will not exceed 50 percent of the project quote. Final payment will only be issued after LOGIS receives the specified documentation and the LOGIS Project Manager inspects and approves the documentation and installation.

LOGIS
LOCAL GOVERNMENT INFORMATION SYSTEMS

RFQ Unit Prices (Page 1 of 2)

Please Provide Unit Price for All Line Items With Estimated Units

	Unit	Unit Price	Estimated Units	Extend Price
Design - Includes All Permitting Requirements, Construction Drawings Preparation, and CAD As-Builts with Shapefiles				
Design and Permitting (Less than 1500'). Includes CAD As-Builts and Shapefiles	EA			$
Design and Permitting (Exceeding 1500'). Includes CAD As-Builts and Shapefiles	LF			$
				$
Buried/Underground - Includes Placement, Proofing/Plugging, Labor & Materials, and All Restoration				
Trench/Bore/Plow (2) 1.25" (SDR-13.5) HDPE Ducts	LF			$
Trench/Bore/Plow (3) 1.25" (SDR-11) HDPE Ducts	LF			$
Trench/Bore/Plow (2) 1.5" (SDR-11) HDPE Ducts	LF			$
Trench/Bore/Plow (3) 1.5" (SDR-11) HDPE Ducts	LF			$
Trench/Bore/Plow (1) 4" PVC Duct	LF			$
Trench/Bore/Plow (1) 4" PVC Duct E/W (3) 1.25" Corrugated Innerducts	LF			$
				$
Place Additional 1.25" HDPE in trench	LF			$
Place Additional 1.5" HDPE in trench	LF			$
Bridge Attachment	LF			$
Major Bore (Railroad, Interstate, _____)	LF			$
Concrete Sidewalk Panels/Road Repair	EA			$
				$
Hand Hole Installation				
Place 17" x 30" x 30" Handhole	EA			$
Place 24" x 36" x 24" Handhole	EA			$
Place 36" x 48" x 36" Handhole	EA			$
Place 30" x 48" x 48" Handhole	EA			$
Place 48" x 48" x 72" Handhole	EA			$
Place __" x __" x __" Handhole	EA			$
				$
Intercept Existing Duct Bank with HH or MH	EA			$
				$
Fiber Markers (Triview Teststation with isolation Lever)	EA			$
Ground Rod				$
Other				$
Other				$
				$
Traffic Control and Police Protection				
Simple Traffic Control Set-up	EA			$
Complex Traffic Control Set-up	EA			$
Onsite Officer- Hourly	HR			$

Other				$

RFQ Unit Prices (Page 2 of 2)

Please Provide Unit Price for All Line Items With Estimated Units

	Unit	Unit Price	Estimated Units	Extend Price
Aerial Construction - Includes All Make-Ready, ROW Clearing, Placing, Lashing, Slack Loops, and Labor & Materials				
Make-Ready Work- Hourly	HR			$
Make-Ready Work- Per Pole- Minor	EA			$
Make-Ready Work- Per Pole- Significant	EA			$
Make-Ready Work- Per Pole- Major	EA			$
Make-Ready Work- Per Pole- Extreme	EA			$
Replace Pole	EA			$
Place Strand	LF			$
Place Overhead Guy	EA			$
Place Anchor	EA			$
Place Down Guy	EA			$
Place/Lash Aerial Cable to Strand	LF			$
Lash Additional Cable to Existing Strand/Cable	LF			$
Other				$
Other				$
				$
Fiber Placement (UG) - Includes Labor and Materials				
Place Fiber Cable in Existing Duct	LF			$
Remove Fiber Cable from Existing Duct	LF			$
Place fiber in new duct	LF			$
Overpull	LF			$
				$
Fiber Splicing/Termination - Includes ALL Labor and Material, and Providing Test Results and Documentation				
Reel Testing- Per Fiber	EA			$
Splice Fiber (1-12f)	EA			$
Splice Fiber (12-48f)	EA			$
Splice Fiber (48-96f)	EA			$
Splice Fiber (Over 96f)	EA			$
Install Mid-sheath Closure	EA			$
Install Butt Splice Closure	EA			$
Existing Closure Entry	EA			$
Install Wall Mount Transition Enclosure	EA			$
Install Termination Panel- 24f	EA			$
Install Termination Panel- 48f	EA			$
Install Termination Panel- 96f	EA			$
Install Termination Panel- 144f	EA			$
Install Wall Mount Termination Box	EA			$

OTDR Test Fibers	EA			$
maintenance window adder	EA			$
Other				$
				$
ISP				
Install (1) 2" EMT	EA			$
Install (1) 4' EMT	EA			$
Install 12" Ladder Racking	HR			$
Install 23" Relay Rack	EA			$
2" core drill				$
Other				$
Core Bore 2" Diameter- Minimum 6" Concrete or Building Wall	EA			$
Core Bore 4" Diameter- Minimum 6" Concrete or Building Wall	EA			$
Core Bore 6" Diameter- Minimum 6" Concrete or Building Wall	EA			$

Total: _____

AGENDA ITEM 4F

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

Resolution Certifying Delinquent Utility Bills

Meeting Date:	October 28, 2019
Item Type:	Consent
Contact:	Jennifer Blackbird 651-450-2520
Prepared by:	Jennifer Blackbird, Accounting Tech.
Reviewed by:	Shannon Battles, Interim Finance Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the resolution certifying delinquent unpaid water, sewer, and storm water charges to the County to be collected with the other taxes on the property.

SUMMARY

It is our standard practice to certify unpaid, delinquent utility bills to the County to be levied against the respective properties for collection in one year. The City's Administrative Code, Chapter XVIII, Section 3, subdivision B states that delinquent utility bills shall be certified to the County Auditor. Before such certification, delinquencies will be notified by mail of the amount due and the fact that the delinquency will be certified if not paid by October 10th. The certification shall include a charge of 8% of the delinquent bill to cover administrative handling, plus 8% interest on the unpaid balance.

Each delinquent account was mailed a notice stating that the amount unpaid would be certified to the County Auditor for collection with property taxes. The unpaid balance would have 8% added as interest and 8% added as an administrative handling fee.

The delinquent notices are in addition to reminder notices of unpaid balances mailed monthly throughout the entire year. This procedure is consistent with past years.

The total amount to be certified this year (which includes the 8% administrative charge and the 8% interest) is $192,610.00 which is $11,954.00 more than the last year. The amount to be certified includes $66,892.51 water, $88,841.75 sewer, $10,060.67 storm water, $287.12 street light charges and $26,527.95 administrative charge and interest.

In comparing this to prior years, we certified in 2018, $180,656.00, 2017, $182,187.00, in 2016, $171,825.00 and in 2015, $166,178.00.

Attached to this summary for your action is a resolution certifying unpaid delinquent water, sewer, and storm water charges to the County Auditor to be collected with other taxes on said property.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO.

RESOLUTION CERTIFYING UNPAID DELINQUENT WATER, SEWER, AND STORM WATER CHARGES TO THE COUNTY AUDITOR TO BE COLLECTED WITH OTHER TAXES ON SAID PROPERTY

WHEREAS, City of Inver Grove Heights ordinances establish rules, rates and charges for water and sewer services, and

WHEREAS, the City's Administrative Code Chapter XVIII, Section 3, subdivision B states that delinquent utility bills shall be certified each year to the County Auditor, and

WHEREAS, Minnesota Statutes 444.075 provides that all delinquent water, sewer, and storm water charges not paid may be certified to the County Auditor with the taxes on such property, and

WHEREAS, each delinquent utility bill has been sent a delinquent notice and intent to certify, and

WHEREAS, an assessment roll will be prepared specifying the amount to be certified against each specific property.

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

1. There is hereby determined to be a total uncollected amount of delinquent water and/or sewer charges of $192,610.00.

2. That such amount is hereby certified to the County Auditor for collection with other taxes on said properties.

3. That a copy of this resolution, together with the assessment roll, be sent to the Dakota County Auditor.

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

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Interim City Clerk

AGENDA ITEM 4G

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

Meeting Date: October 28, 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
X	Other: Sale of General Obligation Capital Improvement Plan Bonds

PURPOSE/ACTION REQUESTED

Request approval of the authorized Change Order #10 for $85,693.00, Change Order #11 for $13,518.00, Change Order #12 for $14,863.00, Change Order #13 for $12,600.00, and Change Order #14 for $12,655.00 for Project 2014-10 Fire Station #2 New Construction.

SUMMARY

If you recall, at the September 23 Council meeting, Council approved the work to be started for Change order #10 for $85,693.00. This was for further site work changes involving storm water design, perimeter right-of-way grading and other miscellaneous items to be done for the new fire station. This site work included 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 included 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.

Change order #11 for $13,518 includes a credit for the house demolition and data and speaker revisions recommended by our Information Technology staff. Change Order #12 for $14,420.00 included revisions to the apparatus bay door jambs, credit for a change in shower room tile, adding ground fault interrupters on the light poles, plumbing for the steam generator, rough-in for the SCBA mask cleaner and minor electrical revisions. Change Order #13 for $12,600.00 was for an extension of the platform in the training tower and a change of doors in the storage areas from heavy metal to overhead, both for safety reasons. Change Order #14 for $12,655.00 included rough-ins for a pressure washer and required fire lane signage not originally included.

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 #10 for $85,693.00, Change Order #11 for $13,518.00, Change Order #12 for $14,863.00, Change Order #13 for $12,600.00, and Change Order #14 for $12,655.00 for a total of $139,329.00 and a revised contract amount of $8,915,529.00.

Attachments: Change Orders #10, #11, #12, #13, #14

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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: ☒
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	CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐

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)	Jorgenson Construction, Inc.	City of Inver Grove Heights
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
401 2nd Avenue N, #206 Minneapolis, MN 55401	9255 East River Road NW Coon Rapids, MN 55433	8150 Barbara Avenue East, Inver Grove Heights, MN 55077
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)* Duane Kanne	**BY** *(Signature)*
9.17.19	Duane Kanne	
(Typed name)	*(Typed name)* 9/17/19	*(Typed name)*
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA4E)

wendel

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**

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Change Order

PROJECT *(Name and address)*: Inver Grove Heights Fire Station No. 2 Inver Grove Heights, MN	**CHANGE ORDER NUMBER:** 011 **DATE:** 09/25/2019	OWNER: ☒ ARCHITECT: ☒
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	CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐

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	$	196,893.00
The Contract Sum prior to this Change Order was	$	8,861,893.00
The Contract Sum will be increased by this Change Order in the amount of	$	13,518.00
The new Contract Sum including this Change Order will be	$	8,875,411.00

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)*	Jorgenson Construction, Inc. **CONTRACTOR** *(Firm name)*	City of Inver Grove Heights **OWNER** *(Firm name)*
401 2nd Avenue N, #206 Minneapolis, MN 55401 **ADDRESS**	9255 East River Road NW Coon Rapids, MN 55433 **ADDRESS**	8150 Barbara Avenue East, Inver Grove Heights, MN 55077 **ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Nichelle Benjamin *(Typed name)*	Dwayne Kanne *(Typed name)*	*(Typed name)*
10.1.19 **DATE**	10/1/19 **DATE**	**DATE**

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User Notes: (3B9ADA4B)

Date: 09/25/19
Project: **Inver Grove Heights Fire Station No. 2**

Comm. No.: 600801
Subject: Change Order No. 011 Tabulation
Memo by: Nickisha Benjamin; Wendel
Memo to: Judy Thill, Eric Bergum; City of Inver Grove Heights
Paul Oberhaus; CPMI
Dwayne Kanne; Jorgenson Construction

Proposal Request #	Description	Cost
PR-011	Existing House Demo	-($5,316.00)
PR-033	Data/Speaker Revisions	$18,834.00
	Change Order No. 011 Total	**$13,518.00**

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:
Inver Grove Heights Fire Station No. 2
Inver Grove Heights, MN

TO CONTRACTOR *(Name and address)*:
Jorgenson Construction, Inc.
9255 East River Road NW
Coon Rapids, MN 55433

CHANGE ORDER NUMBER: 012
DATE: 09/30/2019

ARCHITECT'S PROJECT NUMBER: 600801
CONTRACT DATE: 09/12/2018
CONTRACT FOR: General Construction

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

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	$	210,411.00
The Contract Sum prior to this Change Order was	$	8,875,411.00
The Contract Sum will be increased by this Change Order in the amount of	$	14,863.00
The new Contract Sum including this Change Order will be	$	8,890,274.00

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)	Jorgenson Construction, Inc.	City of Inver Grove Heights
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
401 2nd Avenue N, #206 Minneapolis, MN 55401	9255 East River Road NW Coon Rapids, MN 55433	8150 Barbara Avenue East, Inver Grove Heights, MN 55077
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Nikkita Benjamin	Dwayne Kanne	
(Typed name)	*(Typed name)*	*(Typed name)*
9.30.19	10/1/19	
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA49)

Date: 09/30/19
Project: **Inver Grove Heights Fire Station No. 2**

Comm. No.: 600801
Subject: Change Order No. 012 Tabulation
Memo by: Nickisha Benjamin; Wendel
Memo to: Judy Thill, Eric Bergum; City of Inver Grove Heights
Paul Oberhaus; CPMI
Dwayne Kanne; Jorgenson Construction

Proposal Request #	Description	Cost
PR-010R	Apparatus Bay Door Jamb Revision	$1,813.00
PR-017B	Decon Tile: Porcelain Tile	-($712.00)
PR-018A	GFCI on/near Light Poles	$9,103.00
PR-031R1	Wash Extractor Drainage	$0.00
PR-035	Steam Generator	$1,894.00
PR-036	SoloRescue Rough Ins at Decon Laundry	$2,631.00
PR-038	SCBA Compressor Electrical Revision	$134.00
	Change Order No. 012 Total	**$14,863.00**

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Change Order

PROJECT *(Name and address)*:
Inver Grove Heights Fire Station No. 2
Inver Grove Heights, MN

TO CONTRACTOR *(Name and address)*:
Jorgenson Construction, Inc.
9255 East River Road NW
Coon Rapids, MN 55433

CHANGE ORDER NUMBER: 013
DATE: 10/02/2019

ARCHITECT'S PROJECT NUMBER: 600801
CONTRACT DATE: 09/12/2018
CONTRACT FOR: General Construction

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

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	$	225,274.00
The Contract Sum prior to this Change Order was	$	8,890,274.00
The Contract Sum will be increased by this Change Order in the amount of	$	12,600.00
The new Contract Sum including this Change Order will be	$	8,902,874.00

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)	Jorgenson Construction, Inc.	City of Inver Grove Heights
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
401 2nd Avenue N, #206 Minneapolis, MN 55401	9255 East River Road NW Coon Rapids, MN 55433	8150 Barbara Avenue East, Inver Grove Heights, MN 55077
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Nicholas Benjamin	Dwayne Kanne	
(Typed name)	*(Typed name)*	*(Typed name)*
10-2-19	10/2/19	
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA3E)

wendel

Date: 10/01/19
Project: **Inver Grove Heights Fire Station No. 2**

Comm. No.: 600801
Subject: Change Order No. 013 Tabulation
Memo by: Nickisha Benjamin; Wendel
Memo to: Judy Thill, Eric Bergum; City of Inver Grove Heights
Paul Oberhaus; CPMI
Dwayne Kanne; Jorgenson Construction

Proposal Request #	Description	Cost
PR-029	Doors 132.2, 135.2 Revision	$3,379.00
PR-030	Hose Tower Platform Extension	$9,221.00
	Change Order No. 012 Total	**$12,600.00**

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Change Order

PROJECT *(Name and address)*:
Inver Grove Heights Fire Station No. 2
Inver Grove Heights, MN

TO CONTRACTOR *(Name and address)*:
Jorgenson Construction, Inc.
9255 East River Road NW
Coon Rapids, MN 55433

CHANGE ORDER NUMBER: 014
DATE: 10/03/2019

ARCHITECT'S PROJECT NUMBER: 600801
CONTRACT DATE: 09/12/2018
CONTRACT FOR: General Construction

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

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	$	237,874.00
The Contract Sum prior to this Change Order was	$	8,902,874.00
The Contract Sum will be increased by this Change Order in the amount of	$	12,655.00
The new Contract Sum including this Change Order will be	$	8,915,529.00

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)	Jorgenson Construction, Inc.	City of Inver Grove Heights
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
401 2nd Avenue N, #206 Minneapolis, MN 55401	9255 East River Road NW Coon Rapids, MN 55433	8150 Barbara Avenue East, Inver Grove Heights, MN 55077
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
NICKISHA BENJAMIN	Dwayne Kanne	
(Typed name)	*(Typed name)*	*(Typed name)*
10-3-19	10/3/19	
DATE	**DATE**	**DATE**

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User Notes:
(3B9ADA47)

Date: 10/03/19
Project: **Inver Grove Heights Fire Station No. 2**

Comm. No.: 600801
Subject: Change Order No. 014 Tabulation
Memo by: Nickisha Benjamin; Wendel
Memo to: Judy Thill, Eric Bergum; City of Inver Grove Heights
Paul Oberhaus; CPMI
Dwayne Kanne; Jorgenson Construction

Proposal Request #	Description	Cost
PR-034	Pressure Washer Rough-Ins	$9,388.00
PR-037	Fire Lane Signage	$3,267.00
	Change Order No. 014 Total	**$12,655.00**

AGENDA ITEM 4H

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

Meeting Date: October 28, 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
X	Other: Sale of General Obligation Capital Improvement Plan Bonds

PURPOSE/ACTION REQUESTED Request approval of the Pay Application #11 for $889,200.00 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 #11 in the amount of $$889,200.00 for work completed through September 30, 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 $1,448,054.00.

Staff recommends payment of Pay Application #11 for the amount of $889,200.00 to Jorgenson Construction for Project 2014-10 Fire Station #2 New Construction.

Attachment: Pay Voucher #11

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 11 (Eleven)

DATE: October 28, 2019

PERIOD ENDING: September 30, 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, 10, 11, 12, 13, 14)	$250,529.00
Total Contract Amount	$8,915,529.00
Total Value of Work to Date	$7,860,500.00
Less Retained (5%)	$393,025.00
Less Previous Payment	$6,578,275.00
Total Approved for Payment this Voucher	$889,200.00
Total Payments including this Voucher	$7,467,475.00

Approvals:

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

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

Signed by: _____ _____
Jorgenson Construction — Date

Signed by: _____ _____
George Tourville, Mayor — Date

JORGENSON
CONSTRUCTION INC.

INVOICE NO. 1530

BILL TO:

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

VIA:

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

INVOICE DATE	INVOICE NO.	PAYMENT TERMS	PO NUMBER
10/08/19	1530	NET 30 DAYS	

INVER GROVE HEIGHTS FIRE STATION #2

JCI JOB NUMBER: 6582

AS PER ATTACHED APPLICATION AND CERTIFICATE FOR PAYMENT NUMBER ELEVEN — **$889,200.00**

AMOUNT NOW DUE: $889,200.00

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

APPLICATION NO: 11
PERIOD TO: 10/4/2019

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No. 2

CONTRACT DATE: 9/12/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	8,665,000.00
2. Net Change by Change Orders	$	250,529.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	8,915,529.00
4. TOTAL COMPLETED AND STORED TO DATE	$	7,860,500.00
5. RETAINAGE:		
a. 5.00 % of Completed Work	$	388,491.50
b. 5.00 % of Stored Material	$	4,533.50
Total retainage (Line 5a + 5b)	$	393,025.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	7,467,475.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	6,578,275.00
8. CURRENT PAYMENT DUE	$	889,200.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	1,448,054.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	111,200.00	0.00
Total approved this Month	139,329.00	0.00
TOTALS	250,529.00	0.00
NET CHANGES by Change Order	250,529.00	

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

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

By: Dwayne Kane / Vice President Date: 10/8/19

State of: MN
County of: Anoka
Subscribed and Sworn to before me this 8 day of October 2019
Notary Public:
My Commission Expires 1/31/22

SCOTT A GACEK
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2022

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.

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: 11
PERIOD TO: 10/4/2019

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	2,710.00	0.00	9,500.00	100.00	0.00	475.00
4	Supervision	120,000.00	111,500.00	4,000.00	0.00	115,500.00	96.25	4,500.00	5,775.00
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	10,000.00	1,000.00	0.00	11,000.00	91.67	1,000.00	550.00
7	Construction Cleanup	6,500.00	5,500.00	0.00	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	2,800.00	0.00	0.00	2,800.00	100.00	0.00	140.00
10	Safety-Interior	2,200.00	2,000.00	200.00	0.00	2,200.00	100.00	0.00	110.00
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	4,330.00	300.00	0.00	4,630.00	92.60	370.00	231.50
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	3,175.00	150.00	0.00	3,325.00	95.00	175.00	166.25
15	Job Trailer (Moving/Pickup)	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00	0.00	50.00
16	Storage Container	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00	0.00	60.00
17	Phone	1,500.00	1,400.00	50.00	0.00	1,450.00	96.67	50.00	72.50
18	Truck/Fuel	4,000.00	3,450.00	300.00	0.00	3,750.00	93.75	250.00	187.50
19	Equipment/Diesel	5,500.00	4,950.00	300.00	0.00	5,250.00	95.45	250.00	262.50
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

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: 11
PERIOD TO: 10/4/2019

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Temp. Enclosures	11,500.00	11,500.00	0.00	0.00	11,500.00	100.00	0.00	575.00
23	Tools/Fasteners	2,300.00	2,120.00	180.00	0.00	2,300.00	100.00	0.00	115.00
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 Clearing/Erosion Control	426,414.00	412,591.00	10,000.00	0.00	422,591.00	99.10	3,823.00	21,129.55
28	Site Utilities	149,182.00	145,087.00	3,000.00	0.00	148,087.00	99.27	1,095.00	7,404.35
29	Asphalt Paving	101,360.00	0.00	26,000.00	0.00	26,000.00	25.65	75,360.00	1,300.00
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	37,000.00	0.00	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	40,550.00	0.00	40,550.00	100.00	0.00	2,027.50
37	Concrete	544,200.00	504,062.00	40,138.00	0.00	544,200.00	100.00	0.00	27,210.00
38	Concrete-Winter Conditions	58,900.00	58,900.00	0.00	0.00	58,900.00	100.00	0.00	2,945.00
39	Precast Concrete Plank-Shop Drawings/Eng.	6,644.00	6,644.00	0.00	0.00	6,644.00	100.00	0.00	332.20
40	Precast Concrete Plank	159,471.00	159,471.00	0.00	0.00	159,471.00	100.00	0.00	7,973.55
41	Masonry/Brick	775,103.00	749,928.00	25,175.00	0.00	775,103.00	100.00	0.00	38,755.15

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: 11
PERIOD TO: 10/4/2019

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
42	Masonry-Cast Stone	226,000.00	188,000.00	38,000.00	0.00	226,000.00	100.00	0.00	11,300.00
43	Masonry-Winter Conditions	69,000.00	69,000.00	0.00	0.00	69,000.00	100.00	0.00	3,450.00
44	Steel/Stairs/Railings-Engineering	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	1,250.00
45	Steel/Stairs/Railings/Misc-Material	453,020.00	449,020.00	4,000.00	0.00	453,020.00	100.00	0.00	22,651.00
46	Steel/Stairs/Railings/Misc-Erection	149,980.00	140,980.00	9,000.00	0.00	149,980.00	100.00	0.00	7,499.00
47	Rough Carpentry/Wood Blocking	81,523.00	81,523.00	0.00	0.00	81,523.00	100.00	0.00	4,076.15
48	Finish Carpentry	22,000.00	0.00	6,000.00	0.00	6,000.00	27.27	16,000.00	300.00
49	Waterproofing	41,945.00	41,945.00	0.00	0.00	41,945.00	100.00	0.00	2,097.25
50	Thermal Insulation	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00	0.00	325.00
51	Insulation-Spray Foam	51,831.00	51,831.00	0.00	0.00	51,831.00	100.00	0.00	2,591.55
52	Fluid Applied Air Barrier	47,235.00	47,235.00	0.00	0.00	47,235.00	100.00	0.00	2,361.75
53	Standing Seam Roof Panels/Mtl Wall Panels/Snow Guards	142,000.00	125,000.00	13,000.00	0.00	138,000.00	97.18	4,000.00	6,900.00
54	Roofing-EPDM	275,000.00	275,000.00	0.00	0.00	275,000.00	100.00	0.00	13,750.00
55	Sheet Metal Flashing/Trim	21,000.00	18,500.00	0.00	0.00	18,500.00	88.10	2,500.00	925.00
56	Joint Sealants	22,348.00	0.00	0.00	0.00	0.00	0.00	22,348.00	0.00
57	Steel Doors & Frames	45,970.00	45,970.00	0.00	0.00	45,970.00	100.00	0.00	2,298.50
58	Wood Doors	12,284.00	12,284.00	0.00	0.00	12,284.00	100.00	0.00	614.20
59	Finished Hardware	33,430.00	33,430.00	0.00	0.00	33,430.00	100.00	0.00	1,671.50
60	Sectional Doors	61,190.00	0.00	60,000.00	0.00	60,000.00	98.06	1,190.00	3,000.00
61	Four Fold Metal Doors (Alternate)	105,000.00	0.00	0.00	75,000.00	75,000.00	71.43	30,000.00	3,750.00

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

APPLICATION NO: 11
PERIOD TO: 10/4/2019

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
62	Coiling Counter Doors/Overhead Coiling Doors	11,900.00	0.00	0.00	0.00	0.00	0.00	11,900.00	0.00
63	Alum Entrances/Windows-Engineering	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00	0.00	550.00
64	Alum Entrances/Windows/Glazing	298,890.00	278,580.00	16,000.00	0.00	294,580.00	98.56	4,310.00	14,729.00
65	Alum Entrance Hardware	12,000.00	0.00	9,000.00	0.00	9,000.00	75.00	3,000.00	450.00
66	Auto Operators	6,080.00	0.00	0.00	0.00	0.00	0.00	6,080.00	0.00
67	Drywall/Framing/Sheathing	282,000.00	238,505.00	43,495.00	0.00	282,000.00	100.00	0.00	14,100.00
68	Ceramic Tile	54,453.00	29,000.00	25,453.00	0.00	54,453.00	100.00	0.00	2,722.65
69	Acoustical Ceilings/Treatments/Linear Poly Ceilings	63,700.00	25,000.00	25,000.00	0.00	50,000.00	78.49	13,700.00	2,500.00
70	Resilient Floors & Tile/Base	18,597.00	13,000.00	0.00	0.00	13,000.00	69.90	5,597.00	650.00
71	Resinous Floors	8,950.00	0.00	0.00	0.00	0.00	0.00	8,950.00	0.00
72	Carpet (Tile and Sheet)	46,000.00	33,000.00	0.00	0.00	33,000.00	71.74	13,000.00	1,650.00
73	Paint/VWC	96,276.00	9,500.00	50,500.00	0.00	60,000.00	62.32	36,276.00	3,000.00
74	Signs	19,991.00	0.00	0.00	0.00	0.00	0.00	19,991.00	0.00
75	Toilet Compartments	3,670.00	0.00	0.00	3,670.00	3,670.00	100.00	0.00	183.50
76	Toilet Accessories	8,456.00	0.00	0.00	0.00	0.00	0.00	8,456.00	0.00
77	Wire Mesh Partitions	5,164.00	0.00	0.00	0.00	0.00	0.00	5,164.00	0.00
78	Flagpole	7,218.00	7,218.00	0.00	0.00	7,218.00	100.00	0.00	360.90
79	Fire Extinguishers	657.00	0.00	0.00	0.00	0.00	0.00	657.00	0.00
80	Wall Protection	2,316.00	0.00	0.00	0.00	0.00	0.00	2,316.00	0.00
81	Window Roller Shades	6,796.00	0.00	0.00	0.00	0.00	0.00	6,796.00	0.00

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APPLICATION NO: 11
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VIA (ARCHITECT): Wendel SGN Architecture, Inc.
401 2nd Avenue North
Suite 206
Minneapolis, MN 55401

ARCHITECT'S PROJECT NO: 600801

CONTRACT FOR: Inver Grove Heights Fire Station No.

CONTRACT DATE: 9/12/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
82	Metal Casework	19,460.00	0.00	0.00	12,000.00	12,000.00	61.66	7,460.00	600.00
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	50,700.00	0.00	50,700.00	100.00	0.00	2,535.00
86	Fire Sprinkling	57,962.00	51,475.00	2,610.00	0.00	54,085.00	93.31	3,877.00	2,704.25
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	45,419.00	10,129.00	0.00	55,548.00	74.06	19,452.00	2,777.40
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	114,693.00	24,543.00	0.00	139,236.00	96.02	5,764.00	6,961.80
95	Pumps	25,000.00	23,737.00	1,263.00	0.00	25,000.00	100.00	0.00	1,250.00
96	Water Treatment	4,000.00	0.00	2,204.00	0.00	2,204.00	55.10	1,796.00	110.20
97	Ducts	149,500.00	138,932.00	4,000.00	0.00	142,932.00	95.61	6,568.00	7,146.60
98	Air Duct Accessories	7,000.00	5,661.00	210.00	0.00	5,871.00	83.87	1,129.00	293.55
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	2,181.00	0.00	2,903.00	58.06	2,097.00	145.15

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APPLICATION NO: 11
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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	5,515.00	4,485.00	0.00	10,000.00	100.00	0.00	500.00
103	Boilers	50,000.00	48,214.00	1,786.00	0.00	50,000.00	100.00	0.00	2,500.00
104	Unit Heaters	10,500.00	0.00	10,500.00	0.00	10,500.00	100.00	0.00	525.00
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	3,837.00	1,163.00	0.00	5,000.00	100.00	0.00	250.00
107	Radiation Hydronic Work	85,000.00	80,149.00	4,851.00	0.00	85,000.00	100.00	0.00	4,250.00
MECHANICAL - PLUMBING									
108	Specialties	101,500.00	97,500.00	2,000.00	0.00	99,500.00	98.03	2,000.00	4,975.00
109	Insulation	60,000.00	48,000.00	4,000.00	0.00	52,000.00	86.67	8,000.00	2,600.00
110	Facility Fuel Piping	21,000.00	17,500.00	1,500.00	0.00	19,000.00	90.48	2,000.00	950.00
111	Water Distribution	73,000.00	67,000.00	3,000.00	0.00	70,000.00	95.89	3,000.00	3,500.00
112	Sanitary Sewage	72,000.00	68,500.00	3,500.00	0.00	72,000.00	100.00	0.00	3,600.00
113	Storm Drainage	57,000.00	53,000.00	4,000.00	0.00	57,000.00	100.00	0.00	2,850.00
114	Compressed Air	16,500.00	0.00	10,000.00	0.00	10,000.00	60.61	6,500.00	500.00
115	Equipment	48,000.00	39,000.00	3,000.00	0.00	42,000.00	87.50	6,000.00	2,100.00
116	Fixtures	81,000.00	0.00	14,000.00	0.00	14,000.00	17.28	67,000.00	700.00
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	85,130.00	21,162.00	0.00	106,292.00	91.55	9,808.00	5,314.60
120	General RI (L)	90,343.00	83,965.00	1,078.00	0.00	85,043.00	94.13	5,300.00	4,252.15

TO (OWNER): City of Inver Grove Heights
8150 Barbara Avenue
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PROJECT: INVER GROVE HGTS FIRE STN #2
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INVER GROVE HEIGHTS, MN 55077

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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	103,400.00	5,100.00	0.00	108,500.00	100.00	0.00	5,425.00
122	Light Fixtures (L)	60,736.00	36,442.00	21,258.00	0.00	57,700.00	95.00	3,036.00	2,885.00
123	Switch Gears (M)	28,900.00	28,900.00	0.00	0.00	28,900.00	100.00	0.00	1,445.00
124	Switch Gears (L)	37,960.00	36,062.00	1,898.00	0.00	37,960.00	100.00	0.00	1,898.00
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	6,453.00	1,139.00	0.00	7,592.00	100.00	0.00	379.60
127	Div. 27-Communications (M)	19,500.00	9,000.00	7,500.00	0.00	16,500.00	84.62	3,000.00	825.00
128	Div. 27-Communications (L)	45,000.00	1,000.00	6,000.00	0.00	7,000.00	15.56	38,000.00	350.00
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	1,500.00	0.00	2,500.00	25.00	7,500.00	125.00
131	PROFIT & OVERHEAD	447,419.00	352,608.00	42,095.00	0.00	394,703.00	88.22	52,716.00	19,735.15
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	14,420.00	0.00	0.00	14,420.00	100.00	0.00	721.00
139	Change Order #008	13,821.00	13,821.00	0.00	0.00	13,821.00	100.00	0.00	691.05
140	Change Order #009	12,048.00	12,048.00	0.00	0.00	12,048.00	100.00	0.00	602.40
141	Change Order #010	85,693.00	0.00	85,693.00	0.00	85,693.00	100.00	0.00	4,284.65

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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
142	Change Order #011	13,518.00	0.00	13,518.00	0.00	13,518.00	100.00	0.00	675.90
143	Change Order #012	14,863.00	0.00	14,863.00	0.00	14,863.00	100.00	0.00	743.15
144	Change Order #013	12,600.00	0.00	3,400.00	0.00	3,400.00	26.98	9,200.00	170.00
145	Change Order #014	12,655.00	0.00	0.00	0.00	0.00	0.00	12,655.00	0.00
	REPORT TOTALS	$8,915,529.00	$6,924,500.00	$845,330.00	$90,670.00	$7,860,500.00	88.17	$1,055,029.00	$393,025.00

AGENDA ITEM 4I

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

Meeting Date: October 28, 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: Consider authorizing the Fire Chief to purchase Video Surveillance Equipment and Installation for Project 2014-10 Fire Station #2.

SUMMARY

At the August 26, 2019 City Council Meeting, Council approved the budget for the Furniture, Fixtures and Equipment purchases that were part of the original construction estimate. At the September 9, 2019 City Council Meeting, council approved Audio Visual Equipment that was not originally part of the construction information technology estimate. Video Surveillance Equipment and Installation where also not part of that estimate and now need to be purchased.

Two quotes have been received for Video Surveillance Cameras: One from Pro-Tec Design with options for $20,229.82 and another from LVC Companies option one for $33,632.00. Both Information Technology and the Fire Department have reviewed the quotes and find them comparable.

Staff recommends authorizing the Fire Chief to proceed with the purchase of Video Surveillance Equipment and installation with Pro-Tec Design for the cost of $20,229.82 for Fire Station #2.

AGENDA ITEM 4J

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

Meeting Date:	October 28, 2019
Item Type:	Consent
Contact:	Chief Judy Thill, Fire Dept.
Prepared by:	Judy Thill, Fire Chief
Reviewed by:	Judy Thill, Fire Chief

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider acceptance of a $1,000.00 donation the Inver Grove Heights Fire Department from a City resident.

SUMMARY:

The Inver Grove Heights Fire Department received a $1,000 check from an Inver Grove Heights resident who wishes to remain anonymous.

The donor has expressed gratitude to the fire department over the years for their service to the community. The donor has suggested that the funds be used for departmental public education. The department would like to allocate those funds to the Fire Department's Supplies fund.

The Fire Staff sincerely thanks this resident for this generous donation!

LEVANDER, GILLEN & MILLER, P.A.
ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
KORINE L. LAND
DONALD L. HOEFT
BRIDGET McCAULEY NASON
PETER G. MIKHAIL
TONA T. DOVE
AARON S. PRICE
DAVID L. SIENKO
CASSANDRA C. WOLFGRAM
DEBRA M. NEWEL
CASSANDRA J. BAUSTISTA

MEMO

TO: **Inver Grove Heights Mayor and Councilmembers**
FROM: **Timothy J. Kuntz, City Attorney**
DATE: **October 22, 2019**
RE: **Surveyor's Certificate of Plat Correction related to Plat of Park Point; October 28, 2019 Council Meeting (Consent Agenda)**

Section 1. Background. The plat of Park Point was filed on December 8, 2004 in the Office of the County Recorder, Dakota County, Minnesota as Document No. 2273795. Recently, the surveyor that prepared the plat (Loucks Associates) has discovered there are errors, omissions, or defects within the plat of Park Point relating to the description of distances and bearings as more particularly described on the attached Surveyor's Certificate of Plat Correction.

Loucks Associates contacted the City requesting that the City execute the attached Surveyor's Certificate of Plat Correction.

In order to correct the errors in the plat, the surveyor needs to file the attached Surveyor's Certificate of Plat Correction with the Dakota County Recorder under Section 505.175 of the Minnesota Statutes.

Section 2. Council Action. The attached Surveyor's Certificate of Plat Correction requires the approval and signature by the City of Inver Grove Heights. The City Planner recommends the City approve and execute the attached Surveyor's Certificate of Plat Correction. The Council will be asked to consider the attached Resolution Approving Surveyor's Certificate of Plat Correction for the Plat of Park Point at the October 28, 2019 Council meeting.

Attachment

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A SURVEYOR'S CERTIFICATE OF PLAT CORRECTION RELATED TO THE PLAT OF PARK POINT

WHEREAS, the plat of Park Point was filed on December 8, 2004 in the Office of the County Recorder, Dakota County, Minnesota as Document No. 2273795.

WHEREAS, the surveyor that prepared the plat (Loucks Associates) has discovered that there are errors, omissions, or defects within the plat of Park Point relating to the description of distances and bearings as more particularly described on the attached Surveyor's Certificate of Plat Correction.

WHEREAS, Loucks Associates wishes to correct the errors, omissions or defects discovered in the plat by filing the attached Surveyor's Certificate of Plat Correction with the Dakota County Recorder under Section 505.175 of the Minnesota Statutes.

WHEREAS, the attached Surveyor's Certificate of Plat Correction requires the approval and signature by the City of Inver Grove Heights.

WHEREAS, the City Planner recommends the City approve and execute the attached Surveyor's Certificate of Plat Correction.

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

1. The City Council hereby approves the attached Surveyor's Certificate of Plat Correction related to the plat of Park Point.

2. The Mayor and City Administrator/Clerk are authorized to execute the attached Surveyor's Certificate of Plat Correction related to the plat of Park Point.

Passed this 28th day of October, 2019.

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, City Administrator and Deputy Clerk

SURVEYOR'S CERTIFICATE OF PLAT CORRECTION

Pursuant to the provisions of Minnesota Statutes, Chapter 505.175, I, Henry D. Nelson, a duly Licensed Land Surveyor in and for the State of Minnesota declares as follows:

1. That the plat of PARK POINT dated October 25, 2004 and filed on December 8, 2004 in the Office of the County Recorder/Registrar of Titles, Dakota County, Minnesota, as Document No. 2273795, was prepared by Richard L. Licht who is not now available for the following reason: Retired

2. That said plat contains errors, omissions, or defects described in particular as follows:

   I. The north boundary line of the plat of PARK POINT has a bearing of South 89 degrees 12 minutes 39 seconds West.

   II. The centerline of Cooper Path, where it intersects the north line of the plat of PARK POINT, has a bearing of North 16 degrees 55 minutes 00 seconds West and a distance of 9.07 feet.

   III. The southwesterly line of Cooper Path, where it intersects the north line of the plat of PARK POINT, has a bearing of North 16 degrees 55 minutes 00 seconds West and a distance of 18.15 feet.

   IV. The line between Lot 11 and Lot 12, Block 1, PARK POINT has a bearing of North 08 degrees 58 minutes 40 seconds West.

3. That said plat is hereby corrected in particular as follows:

   i. The bearing of the north boundary line of the plat of PARK POINT is North 89 degrees 12 minutes 39 seconds West. The distance remains unchanged.

   ii. The bearing of the centerline of Cooper Path, where it intersects the north line of the plat of PARK POINT, is South 16 degrees 02 minutes 26 seconds East. The distance remains unchanged.

   iii. The bearing of the southwesterly line of Cooper Path, where it intersects the north line of the plat of PARK POINT, is South 16 degrees 02 minutes 26 seconds East. The distance remains unchanged.

iv. The bearing on the line between Lot 11 and Lot 12, Block 1, PARK POINT has a bearing of North 08 degrees 58 minutes 39 seconds West. The distance remains unchanged.

I hereby certify that this Surveyor's Certificate of Plat Correction was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 30th day of September, 2019.

Henry D. Nelson, Licensed Land Surveyor
Minnesota License No. 17255

This Surveyor's Certificate of Plat Correction to the plat of PARK POINT was approved by the City of Inver Grove Heights, Minnesota, at a regular meeting held this _____ day of _____, 20_____.

City of Inver Grove Heights, Minnesota

_____ , Mayor/Supervisor

_____ , Administrator/Clerk

County Surveyor
Dakota County, Minnesota

This Surveyor's Certificate of Plat Correction has been reviewed and is approved this _____ day of _____, 20___.

_____, Dakota County Surveyor
Todd B. Tollefson

AGENDA ITEM 4L

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

Railroad Quiet Zone

Meeting Date:	October 28, 2019
Item Type:	Consent
Contact:	Heather Rand: 651-450-2546
Prepared by:	Heather Rand, CD Director
Reviewed by:	NA

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council is requested to approve a reimbursement agreement with Union Pacific Railroad Company for Quiet Zone Services at a cost not to exceed $25,000, and to create a Railroad Quiet Zone Project Fund and transfer $25,000 from the City's Host Community Fund to cover such project expenses.

BACKGROUND

As has been discussed at July 1 and September 3, 2019 City Council work sessions, the City Council has been consistently supportive of advancing the designation of the Union Pacific Railroad track within City limits as a whistle-free "Quiet Zone" for the purpose of improving the quality of life of residents, while also maintaining rail crossing safety protocols.

City staff have been in contact with the Union Pacific (UP) Railroad and were informed that to achieve Quiet Zone, the City must enter into a series of three agreements with Union Pacific Railroad. Each agreement delineates responsibilities and deliverables between the City and Union Pacific Railroad. Staff will monitor the completion of each individual agreement for satisfactory quiet zone progress before requesting that the City enter into any additional agreements with UP.

The first agreement is called a **Reimbursement Agreement for Quiet Zone Services**. In sum, the agreement states the City will reimburse UP and its selected consultant for Quiet Zone analysis work estimated to cost $20,000 but will not exceed $25,000. The scope of services in this agreement has Union Pacific Railroad (UP) and its Quiet Zone consultant CTC, Inc. of Texas, traveling to Inver Grove Heights, Minnesota for the purpose of verifying accuracy and updating a 2018 SRF Consultant prepared rail quiet zone study with related track diagnostics to determine what additional work must be completed by UP Railroad to achieve Quiet Zone status in the City. Once scheduled, the work is projected to take two months to complete. When complete, this initial analysis will determine the scope of services for the second agreement between the City and UP called a Preliminary Engineering Agreement.

A Preliminary Engineering Agreement with UP is currently projected to cost the City up to $25,000. In this second agreement, UP would be required to work off the CTC's updated diagnostic report and prepare preliminary engineering specs, a signal and circuitry plan and develop construction cost estimates should the project move forward to construction within the next year or so. The estimated time for this work to be completed by UP is six months.

After the work is complete from the Preliminary Engineering Agreement, the City would be encouraged by UP to enter into the third agreement in this series called a Construction & Maintenance Agreement. This agreement between UP and the City will require the City to agree to reimburse UP at an amount up to the cost estimate UP developed in the Preliminary Engineering report, and UP will agree to perform the work and achieve and maintain such equipment and rail operations so that Quiet Zone will be achieved in the City. UP and CTC have made it clear to City staff that without the City approving these agreements and funding the project, the work will not commence. A very preliminary cost estimate from SRF for this construction work is up to $350,000 and CTC and UP will not provide cost estimates to the City until the Preliminary Engineering Agreement work is completed. CTC did project that it would take approximately 12 months for UP to complete the construction project.

City staff have been receiving on average two complaints a week from residents regarding railroad whistle noise, some from same residence. Staff recommend the Council proceed in advancing Quiet Zone as this appears to be an important quality of life issue for this City's residents. As such, staff recommends approval of the Reimbursement Agreement for Quiet Zone Services with Union Pacific Railroad at an estimated cost of $20,000, not to exceed $25,000 and instruct appropriate staff to create a project fund and transfer $25,000 in funds from the Host Community Fund to cover such anticipated expenses. The attached agreement has been reviewed as to form by the City's legal counsel and deemed acceptable.

Enc: Resolution
Reimbursement Agreement for Quiet Zone Services

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 19-____

RESOLUTION AUTHORIZING STAFF TO ENTER INTO A REIMBURSEMENT AGREEMENT FOR QUIET ZONE SERVICES WITH THE UNION PACIFIC RAILROAD COMPANY AND TO CREATE A RAILROAD QUIET ZONE PROJECT FUND AND TRANSFER $25,000 FROM THE CITY'S HOST COMMUNITY FUND TO COVER SUCH PROJECT EXPENSES

WHEREAS, the City Council of the City of Inver Grove Heights has been consistently supportive of advancing the designation of the Union Pacific Railroad track within City limits as a whistle-free 'Quiet Zone' for the purpose of improving the quality of life of residents, while also maintaining rail crossing safety protocols, and

WHEREAS, City staff were informed by the Union Pacific Railroad that to achieve Quiet Zone the City must enter into a series of three agreements with Union Pacific Railroad, and

WHEREAS, the first agreement is called a Reimbursement Agreement for Quiet Zone Services which states that the City will reimburse Union Pacific Railroad and its selected consultant for Quiet Zone analysis work not to exceed $25,000.

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

1. A Reimbursement Agreement for Quiet Zone Services with the Union Pacific Railroad not to exceed $25,000 is approved.

2. Staff is authorized to create a Railroad Quiet Zone Project Fund and transfer $25,000 from the City's Host Community Fund to cover such project t expenses.

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

_____
George Tourville, Mayor

Ayes:
Nays:

ATTEST:

_____
Joe Lynch, City Administrator /Interim Deputy Clerk

UPRR REMS
Project 768082

REIMBURSEMENT AGREEMENT
QUIET ZONE SERVICES

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of this _____ day of _____, _____ (**Effective Date**), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CITY OF INVER GROVE HEIGHTS, of the State of Minnesota (**Public Authority**).

RECITALS

A. Public Authority desires to initiate the project more particularly described on **Exhibit A** attached hereto (**Project**).

B. The Project may affect Railroad's track, right of way or operations at or near the Project area more particularly described on **Exhibit A**.

C. Railroad agrees to collaborate with Public Authority on the progression of the Project in accordance with the terms and conditions of this Agreement and any federal regulations.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Public Authority's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the quiet zone (QZ) engineering services work described on **Exhibit B** attached hereto (**QZ Work**). Public Authority acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the QZ Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the QZ Work; and (c) Public Authority's reliance on the QZ Work is at Public Authority's own risk.

2. Railroad's estimated cost for the QZ Work is TWENTY THOUSAND and 00/100 Dollars ($20,000.00) (**Estimate**). Notwithstanding the Estimate, Public Authority agrees to reimburse Railroad and/or Railroad's third party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the QZ Work. During the performance of the QZ Work, Railroad will provide (and/or will cause its third party consultant to provide) progressive billing to Public Authority based on actual costs in connection with the QZ Work. Within sixty (60) days after completion of the QZ Work, Railroad will submit (and/or will cause its third party consultant to submit) a final billing to Public Authority for any balance owed for the QZ Work. Public Authority shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Public Authority's receipt of any progressive and final bills submitted for the QZ Work. Bills will be submitted to the Public Authority using the contact information provided on **Exhibit C**. Public Authority's obligation hereunder to reimburse Railroad (and/or its third party consultant, as applicable) for the QZ Work shall apply regardless if Public Authority declines to proceed with the Project or Railroad elects not to approve the Project.

3. Public Authority acknowledges and agrees that Railroad may withhold implementation or raise objections to the Project due to noncompliance with federal regulations or impacts to Railroad's safety, facilities or operations.

4. If Public Authority elects to move forward with the Project and the plans include Railroad work, Railroad shall prepare and forward to Public Authority a separate reimbursement agreement for preliminary engineering services to develop final plans and specifications, and prepare material and force cost estimates for any work required to be performed by the Railroad. The Agreement herein will remain in effect for the duration of the QZ Work described in **Exhibit B**.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and QZ Work. To the extent that any terms or provisions of this Agreement regarding the QZ Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF INVER GROVE HEIGHTS	**UNION PACIFIC RAILROAD COMPANY,** a Delaware Corporation
_____	_____
Signature	Signature
_____	Melinda DuBay
Printed Name	Printed Name
_____	Manager I, Industry & Public Projects
Title	Title

Exhibit A
Project Description and Location

Project Description

Proposed quiet zone in the City of Inner Grove Heights at the locations listed below.

At-grade crossing locations, if known.

Albert Lea Subdivision

DOT	Crossing Type	Milepost	Street Name
184901F	Public	344.64	65th Street
184902M	Public	344.51	66th Street
184904B	Public	343.96	Upper 71st Street
184905H	Private	343.81	Private
184912T	Public	333.92	105th Street

Exhibit B
Scope of Project Services

Scope of work includes, but is not limited to the following.

- Meetings
- Field diagnostic(s) and inspections, as schedules permit
- Notice of intent review and comments
- Public authority application and comments
- Notice of establishment review and comments
- Implementation efforts
- Grade crossing inventory updates
- Travel expenses

Exhibit C
Billing Contact Information

Name	Heather Rand
Title	Community Development Director
Address	8150 Barbara Ave, Inver Grove Heights, MN, 55077
Work Phone	(651)450-2564
Cell Phone	
Email	hrand@invergroveheight.org

AGENDA ITEM 4M

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 1 and Pay Voucher No. 4 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:	October 28, 2019
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director

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
X	Other: Municipal State Aid Funds, Special Assessments, Developer Funds, City Funds

PURPOSE/ACTION REQUESTED

Consider Change Order No. 1 and Pay Voucher No. 4 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.

Change Order No. 1 is for Common Excavation and Hauling Excess Material. This work was originally scheduled in project 2017-24. Pay Voucher No. 4 is for work that occurred through September 30, 2019 and includes trail paving, concrete sidewalk placement, final grading, and restoration for the 65th Street improvements and watermain installation.

I recommend approval of Change Order No. 1 in the amount of $223,664.00, and Pay Voucher No. 4 in the amount of $ 212,718.68 for work on the 2019 Capital Improvement Program ($186,951.83 for work on City Project No. 2015-03 65th Street Construction (between T.H. 3 and Argenta Trail) and $25,766.85 for work on City Project No. 2018-03 NWA Trunk Watermain Improvements-65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane). A Change Order will be processed in City Project 2017-24 to offset the expense of Change Order No. 1 in City Project 2015-03.

TJK/me
Attachments: Change Order No. 1
Pay Voucher No. 4

CHANGE ORDER NO. 1

City Project Nos. 2015-03 & 2018-03
65th Street Construction (between T.H. 3 and Argenta Trail)
and Watermain Improvements 65th Street Loop
(Phase IV of 2015-12) from Agate Trail to Alverno Lane

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: October 28, 2019
Contractor: Danner, Inc.	Engineer: WSB, Inc.

Purpose of Change Order
For Common Excavation and Hauling Excess Material as part of City Project 2015-03. This work was originally scheduled to occur in City Project 2017-24. A change order will be processed in City Project 2017-24 to offset this expense.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $ 1,743,504.50	Original Contract Time:
Previous Change Orders $ 0.00	Net Change from Previous Change Orders: 0
Contract Price Prior to this Change Order $ 1,743,504.50	Contract Time Prior to this Change Order
Net Increase of this Change Order: $ 223,664.00	Net Increase of Change Order:
Contract Price with all Approved Change Orders $ 1,967,168.50	Contract Time with Approved Change Orders
Recommended By: _____ Michael Edwards, Engineering Technician	Approved By: _____ Danner, Inc.

Approved By:	Approved By:	Date of Council Action:
_____ Thomas J. Kaldunski, City Engineer	_____ George Tourville, Mayor	October 28, 2019

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 4 (four)

DATE: October 28, 2019

PERIOD ENDING: September 30, 2019

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

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

Original Contract Amount	$1,743,504.50
Total Addition	$223,664.00
Total Deduction	$0.00
Total Contract Amount	$1,967,168.50
Total Value of Work to Date	$1,848,731.88
Less Retained (5%)	$92,436.59
Less Previous Payment	$1,543,576.61
Total Approved for Payment this Voucher	$212,718.68
Total Payments including this Voucher	$1,756,295.29

Approvals:

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

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

Signed by: _____
Danner, Inc. — Date

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

AGENDA ITEM 4N

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

Consider Pay Voucher No. 3 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, HVP Site Borrow Placement

Meeting Date:	October 28, 2019		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Thomas J. Kaldunski, 651.450.2572 SWD		Amount included in current budget
Prepared by:	Steve W. Dodge, Asst. City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director		FTE included in current complement
	SDT 10/23		New FTE requested – N/A
		X	Other: Pavement Management Fund, Special Assessments, Utility Funds, Street Reconstruction Bonds

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 3 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, HVP Site Borrow Placement.

SUMMARY

The improvements were ordered as part of the 2019 Pavement Management Program. The contract was awarded in the amount of $1,430,292.05 to Veit & Company, Inc., on May 28, 2019 for 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, HVP Site Borrow Placement.

I recommend approval of Pay Voucher No. 3, in the amount of $156,960.33 ($77,273.73 for work on City Project No. 2018-09D – Atwater Path Pavement Replacement, $79,686.60 for work on City Project No. 2018-09F – 55th Street & 55th Street Court Reconstruction, and $0.00 for work on City Project No. 2017-07, HVP Site Borrow Placement) for work through September 30, 2019.

SWD/nh
Attachments: Pay Voucher No. 3

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 3 (Three)

DATE: October 28, 2019

PERIOD ENDING: September 30, 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, HVP 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	$1,234,147.86
Less Retained (5%)	$61,707.39
Less Previous Payment	$1,015,480.14
Total Approved for Payment this Voucher	$156,960.33
Total Payments including this Voucher	$1,172,440.87

Approvals:

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

Signed by: _____ October 28, 2019
Thomas J. Kaldunski, City Engineer

Signed by: _____ _____
Veit & Company, Inc. Date

Signed by: _____ October 28, 2019
George Tourville, Mayor

PAYMENT DETAIL LIST

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

Schedule: 1.1
Description: 55th Street and 55th Street Court Reconstruction Streets

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LS	1.00	1.00	$ 19,955.00	$ 19,955.00	$ 19,955.00
2	2101.524	CLEARING	TREE	4.00	8.00	$ 451.00	$ 1,804.00	$ 3,608.00
3	2101.524	GRUBBING	TREE	4.00	8.00	$ 226.00	$ 904.00	$ 1,808.00
4	2104.502	SALVAGE SIGN TYPE C	EACH	10.00	10.00	$ 45.75	$ 457.50	$ 457.50
5	2104.503	REMOVE CURB & GUTTER	LF	2295.00	2,232.00	$ 2.55	$ 5,852.25	$ 5,691.60
6	2104.504	REMOVE BITUMINOUS PAVEMENT (P)	SY	5883.00	5,883.00	$ 2.85	$ 16,766.55	$ 16,766.55
7	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	73.00	107.00	$ 8.50	$ 620.50	$ 909.50
8	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	498.00	530.00	$ 2.40	$ 1,195.20	$ 1,272.00
9	2105.504	GEOTEXTILE FABRIC, TYPE V, WOVEN	SY	6755.00	6,755.00	$ 1.15	$ 7,768.25	$ 7,768.25
10	2105.607	COMMON EXCAVATION (P)	CY	6732.00	6,732.00	$ 27.05	$ 182,100.60	$ 182,100.60
11	2105.607	COMMON EXCAVATION - CONTAMINATED MATERIAL	CY	171.00	0.00	$ 43.30	$ 7,404.30	$ -
12	2105.607	SUBGRADE EXCAVATION (CORRECTION)	CY	563.00	6.00	$ 18.40	$ 10,359.20	$ 110.40
13	2105.609	STABILIZING AGGREGATE	TON	1013.00	0.00	$ 26.50	$ 26,844.50	$ -
14	2105.609	SELECT GRANULAR BORROW (P)	CY	4503.00	4,503.00	$ 21.30	$ 95,913.90	$ 95,913.90
15	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HR	30.00	0.00	$ 127.50	$ 3,825.00	$ -
16	2130.501	WATER	MGAL	152.00	43.35	$ 95.00	$ 14,440.00	$ 4,118.25
17	2211.509	AGGREGATE BASE CLASS 5	TON	2813.00	2,813.00	$ 16.45	$ 46,273.85	$ 46,273.85
18	2232.604	EDGE MILL BITUMINOUS SURFACE	SY	95.00	0.00	$ 6.00	$ 570.00	$ -
19	2331.603	JOINT ADHESIVE (MASTIC)	LF	2496.00	2,585.00	$ 0.75	$ 1,872.00	$ 1,938.75
20	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	435.00	300.00	$ 5.00	$ 2,175.00	$ 1,500.00
21	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	786.00	727.52	$ 82.85	$ 65,120.10	$ 60,275.03
22	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	TON	786.00	807.06	$ 71.00	$ 55,806.00	$ 57,301.26
23	2360.509	TYPE SP 9.5 WEARING COURSE MITURE (2,E), DRIVEWAY	TON	90.00	88.86	$ 145.50	$ 13,095.00	$ 12,929.13
24	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)	EACH	3.00	0.00	$ 654.00	$ 1,962.00	$ -
25	2503.603	4" OR 6" SOLID OR PERFORATED PVC PIPE DRAIN	LF	2260.00	2,275.00	$ 6.95	$ 15,707.00	$ 15,811.25
26	2521.518	6" CONCRETE WALK	SF	3050.00	3,162.00	$ 5.65	$ 17,232.50	$ 17,865.30
27	2521.518	PEDESTRIAN CURB RAMP	EACH	2.00	2.00	$ 1,063.00	$ 2,126.00	$ 2,126.00
28	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LF	2363.00	2,249.00	$ 16.70	$ 39,462.10	$ 37,558.30
29	2531.503	CONCRETE CURB AND GUTTER DESIGN SURMOUNTABLE	LF	133.00	145.00	$ 23.95	$ 3,185.35	$ 3,472.75
30	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SY	31.00	68.00	$ 93.50	$ 2,898.50	$ 6,358.00
31	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SY	141.00	93.30	$ 98.50	$ 13,888.50	$ 9,190.05
32	2531.601	DRIVEWAY (SPECIAL) ALLOWANCE	LS	1.00	0.00	$ 5,000.00	$ 5,000.00	$ -
33	2531.607	HIGH EARLY STRENGTH CONCRETE SURCHARGE	CY	30.00	21.00	$ 20.00	$ 600.00	$ 420.00
34	2540.601	MAILBOX MAINTENANCE	LS	1.00	1.00	$ 2,866.00	$ 2,866.00	$ 2,866.00
35	2563.601	TRAFFIC CONTROL	LS	1.00	1.00	$ 1,714.00	$ 1,714.00	$ 1,714.00
36	2564.518	SIGN PANELS TYPE C	SF	16.00	15.50	$ 57.00	$ 912.00	$ 883.50
37	2564.602	SIGN PANEL TYPE SPECIAL	EACH	2.00	0.00	$ 457.00	$ 914.00	$ -
38	2564.602	INSTALL SALVAGED SIGN AND POST	EACH	4.00	4.00	$ 194.00	$ 776.00	$ 776.00
39	2564.618	CONSTRUCTION SIGN - SPECIAL	SF	48.00	48.00	$ 22.85	$ 1,096.80	$ 1,096.80
40	2572.610	TREE PRUNING	HR	4.00	0.00	$ 526.00	$ 2,104.00	$ -
41	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1.00	1.00	$ 2,065.00	$ 2,065.00	$ 2,065.00
42	2573.501	EROSION CONTROL SUPERVISOR	LS	1.00	1.00	$ 142.00	$ 142.00	$ 142.00
43	2573.502	STORM DRAIN INLET PROTECTION	EACH	10.00	16.00	$ 175.50	$ 1,755.00	$ 2,808.00
44	2573.503	SEDIMENT CONTROL LOGS, TYPE COMPOST	LF	50.00	0.00	$ 3.30	$ 165.00	$ -
45	2573.601	STORMWATER MANAGEMENT ALLOWANCE	LS	1.00	0.29	$ 5,000.00	$ 5,000.00	$ 1,450.00
46	2574.507	BOULEVARD TOPSOIL BORROW, 4" THICK	CY	657.00	284.00	$ 43.00	$ 28,251.00	$ 12,212.00
47	2575.604	FUTERRA FIBER MAT, SEED 25-151, FERTILIZER	SY	2987.00	4,853.00	$ 2.25	$ 6,720.75	$ 10,919.25
48	2582.503	12" SOLID LINE WHITE - MULTI COMP	LF	40.00	28.00	$ 13.50	$ 540.00	$ 378.00
						Schedule 1.1 Subtotal:	$ 738,206.20	$ 650,809.77

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**	**$ 830,299.87**

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	22.20	$ 6.00	$ 288.00	$ 133.20
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	11.70	$ 6.00	$ 132.00	$ 70.20
98	2331.603	JOINT ADHESIVE (MASTIC)	LF	2734.00	2,727.00	$ 0.70	$ 1,913.80	$ 1,908.90
99	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	412.00	375.00	$ 4.80	$ 1,977.60	$ 1,800.00
100	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	819.00	765.68	$ 81.75	$ 66,953.25	$ 62,594.34
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 MITURE (2,E), DRIVEWAY	TON	10.00	7.01	$ 178.00	$ 1,780.00	$ 1,247.78
103	2531.503	CONCRETE CURB AND GUTTER SURMOUNTABLE (HAND POUR)	LF	665.00	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	0.29	$ 5,000.00	$ 5,000.00	$ 1,460.00
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	569.00	$ 3.00	$ 2,658.00	$ 1,707.00
						Schedule 3.1 Subtotal:	**$ 253,475.45**	**$ 210,642.20**

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
Description: Atwater Path Pavement Replacement Storm Sewer

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantitiy	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
123	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	7.00	7.00	$ 483.00	$ 3,381.00	$ 3,381.00
124	2104.502	REMOVE CASTING & RINGS (STORM)	EACH	62.00	4.00	$ 83.00	$ 5,146.00	$ 332.00
125	2104.503	REMOVE SEWER PIPE (STORM)	LF	38.00	93.00	$ 19.00	$ 722.00	$ 1,767.00
126	2451.609	GRANULAR BACKFILL (STORM)	TON	67.00	0.00	$ 18.75	$ 1,256.25	$ -
127	2503.503	15" RC PIPE SEWER CLASS V	LF	53.00	85.00	$ 56.75	$ 3,007.75	$ 4,823.75
128	2504.503	18" RC PIPE SEWER CLASS V	LF	20.00	8.00	$ 60.00	$ 1,200.00	$ 480.00
129	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3'	EACH	5.00	5.00	$ 2,891.00	$ 14,455.00	$ 14,455.00
130	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	2.00	2.00	$ 3,618.00	$ 7,236.00	$ 7,236.00
131	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (SCICLONE)	EACH	2.00	2.00	$ 11,886.00	$ 23,772.00	$ 23,772.00
132	2506.602	INSTALL NEW RINGS AND CASTING (STORM)	EACH	3.00	4.00	$ 1,113.00	$ 3,339.00	$ 4,452.00
133	2506.602	CONNECT TO EXISTING STORM SEWER	EACH	7.00	7.00	$ 990.00	$ 6,930.00	$ 6,930.00
134	2506.602	CONNECT TO EXISTING STORM STRUCTURE	EACH	1.00	0.00	$ 990.00	$ 990.00	$ -

Schedule 3.4 Subtotal: $ 71,435.00 $ 67,628.75
Schedule 3 Subtotal: $ 377,528.45 $ 336,919.95

Schedule: 4
Description: Atwater Path Slope Stabilization

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantitiy	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
135	2101.524	CLEARING	TREE	4.00	4.00	$ 451.00	$ 1,804.00	$ 1,804.00
136	2101.524	GRUBBING	TREE	4.00	4.00	$ 226.00	$ 904.00	$ 904.00
137	2105.504	GEOTEXTILE FABRIC, TYPE V, WOVEN	SY	11.00	11.00	$ 3.30	$ 36.30	$ 36.30
138	2105.601	SLOPE GRADING	LS	1.00	1.00	$ 5,800.00	$ 5,800.00	$ 5,800.00
139	2105.607	COMMON EXCAVATION (P)	CY	60.00	60.00	$ 55.00	$ 3,300.00	$ 3,300.00
140	2451.609	COARSE FILTER AGGREGATE	TON	23.00	19.89	$ 76.00	$ 1,748.00	$ 1,511.64
141	2501.502	27" RC PIPE APRON	EACH	1.00	1.00	$ 4,298.00	$ 4,298.00	$ 4,298.00
142	2503.503	27" RC PIPE CLASS IV	LF	10.00	10.00	$ 175.00	$ 1,750.00	$ 1,750.00
143	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020 - SPECIAL	EACH	1.00	1.00	$ 9,394.00	$ 9,394.00	$ 9,394.00
144	2506.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00	1.00	$ 990.00	$ 990.00	$ 990.00
145	2511.509	RANDOM RIPRAP, CLASS IV	CY	30.00	30.00	$ 94.75	$ 2,842.50	$ 2,842.50
146	2572.610	TREE PRUNING	HR	4.00	0.00	$ 526.00	$ 2,104.00	$ -
147	2573.503	SILT FENCE, TYPE MS	LF	200.00	0.00	$ 3.00	$ 600.00	$ -
148	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	LF	141.00	100.00	$ 14.75	$ 2,079.75	$ 1,475.00
149	2573.601	TEMPORARY EROSION CONTROL ALLOWANCE	LS	1.00	0.00	$ 7,500.00	$ 7,500.00	$ -
150	2574.507	BOULEVARD TOPSOIL BORROW, 6" THICK	CY	20.00	25.00	$ 72.00	$ 1,440.00	$ 1,800.00
151	2575.504	FUTERRA FIBER MAT, SEED 25-151, FERTILIZER	SY	252.00	0.00	$ 6.50	$ 1,638.00	$ -
152	2575.504	EROSION CONTROL BLANKET CATEGORY 3N, NATIVE SEED, FERTILIZE	SY	160.00	140.00	$ 1.65	$ 264.00	$ 231.00
153	2575.504	TURF REINFORCEMENT MAT CATEGORY 3	SY	160.00	125.00	$ 16.50	$ 2,640.00	$ 2,062.50

Schedule 4 Subtotal: $ 51,132.55 $ 38,198.94

Schedule: 5
Description: HVP Soil Borrow Placement

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantitiy	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
154	2021.601	MOBILIZATION	LS	1.00	1.00	$ 2,789.00	$ 2,789.00	$ 2,789.00
155	2123.610	DOZER WITH OPERATOR	HOUR	100.00	102.00	$ 228.00	$ 22,800.00	$ 23,256.00
156	2105.607	SALVAGE, STOCKPILE, AND RESPREAD TOPSOIL, 6" THICK	CY	6500.00	0.00	$ 3.65	$ 23,725.00	$ -
157	2573.503	SILT FENCE, TYPE MS	LF	500.00	600.00	$ 2.25	$ 1,125.00	$ 1,350.00
158	2575.505	SEEDING	ACRE	0.15	0.00	$ 6,912.00	$ 1,036.80	$ -
159	2575.508	SEED MIXTURE 22-111	POUND	10.00	0.00	$ 1.15	$ 11.50	$ -
160	2575.508	HYDRAULIC BONDED FIBER MATRIX	POUND	525.00	0.00	$ 1.15	$ 603.75	$ -

Schedule 5 Subtotal: $ 52,091.05 $ 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	$ 650,809.77
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	$ 210,642.20
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	$ 67,628.75
4	Atwater Path Slope Stabilization	$ 51,132.55	$ 38,198.94
5	HVP Soil Borrow Placement	$ 52,091.05	$ 27,395.00
	Total Base Cost	$ 1,430,292.05	$ 1,232,813.76
	Change Order No. 1:	$ (40,000.00)	$ (29,997.00)
	Change Order No. 2:	$ 31,331.10	$ 31,331.10
	Total Contract Amount	$ 1,421,623.15	
	Contract Work Completed To Date		$ 1,234,147.86
	Retainage 5.00%		$ 61,707.39
	Previous Payments		$ 1,015,480.14
	Amount Due This Partial Payment #3		$ 156,960.33

AGENDA ITEM 4O

CITY OF INVER GROVE HEIGHTS | REQUEST FOR COUNCIL ACTION

Approve Encroachment Agreement for Landowner Improvements within City Easement for 1678 73rd St. (Lot 16, Block 2, Blackstone Vista 3rd Addition)

Meeting Date:	October 28, 2019
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651.450.2572 TJK
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider approval of an agreement related to a fence encroaching within a Drainage and Utility Easement located at 1678 73rd St. (Lot 16, Block 2, Blackstone Vista 3rd Addition).

SUMMARY

The owners, Andy and Deborah Friedman-Hueller, of 1678 73rd., have requested to install a fence in an existing Drainage and Utility Easement on their property. There are storm water treatment facilities and storm sewer pipe within this Drainage and Utility Easement. The owners have agreed to accept responsibility for removing the fence if the storm sewer system ever needs to be repaired or replaced. The location and design of the fence will keep the property owner in compliance with the City's Obstruction Policy. An engineering escrow of $1,500.00 has been provided to cover attorney fees and inspection of the removable fence.

A copy of the signed Encroachment Agreement is attached. It is recommended that the City Council approve the Encroachment Agreement for 1678 73rd St. (Lot 16, Block 2, Blackstone Vista 3rd Addition).

TJK/mw

Attachments: Encroachment Agreement

AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 16, BLOCK 2, BLACKSTONE VISTA 3RD ADDITION, DAKOTA COUNTY, MINNESOTA

THIS **AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 16, BLOCK 2, BLACKSTONE VISTA 3RD ADDITION** (Agreement) is made this 28th day of October, 2019, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and Andy Hueller and Deborah Friedman-Hueller, husband and wife (hereafter referred to as "Landowner"). Based on the covenants, agreements, representations and recitals herein contained the parties agree as follows:

ARTICLE 1
TERMS

1.1 Terms. Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

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

1.3 Subject Land. "Subject Land" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

> Lot 16, Block 2, Blackstone Vista 3rd Addition, Dakota County, Minnesota.

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

> The dedicated public permanent drainage and utility easement located on Lot 16, Block 2, Blackstone Vista 3rd Addition, Dakota County, Minnesota.

1.5 Landowner. "Landowner" means Andy Hueller and Deborah Friedman-Hueller Hueller, husband and wife, and their assigns and successors in interest with respect to the Subject Land.

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

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

IF TO LANDOWNER:
Andy Hueller and Deborah Friedman- Hueller
1678 73rd Street W.
Inver Grove Heights, MN 55077

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

1.7 Landowner Improvements. "Landowner Improvements" means the chain link fence, gates, concrete footings and related appurtenances located on the Subject Land within the City Easement.

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

1.9 Construction Plan. "Construction Plan" means the sketch attached as **Exhibit A** which identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

1.10 City Utility Costs. "City Utility Costs" means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City's Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and attorneys' fees incurred in connection therewith. City Utility Costs also include the costs of

temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

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

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

ARTICLE 2
RECITALS

Recital No. 1. The undersigned Landowner is the fee title owner of the Subject Land located in Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

Recital No. 3. Landowner has requested permission from the City to construct the Landowner Improvements within the City Easement for the benefit of the Subject Land.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be placed within the City Easement if the following conditions are met:

a.) The Landowner maintains the Landowner Improvements;

b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.

c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.

d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to construct the Landowner Improvements within the City Easement. The Landowner Improvements shall only be placed at the location specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

The Landowner shall not place any other structures or buildings within the City Easement, except for the Landowner Improvements. The Landowner, at Landowner's expense, shall maintain and repair the Landowner Improvements.

The Landowner shall comply with all required City setbacks per the attached Construction Plan.

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

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

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

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

3.6 Landowner To Bear Cost of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

The City may require the Landowner temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at Landowner's own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City

shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

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

a.) The City may specifically enforce this Agreement.

b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Land.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

a.) The Landowner Improvements;

b.) Installation and maintenance of the Landowners Improvements;

c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and

d.) Use of the City Easement for Landowner Improvements.

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

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

3.14 Recording. The City may record this Agreement with the Dakota County Recorder.

3.15 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the heirs, successors, administrators and assigns of the parties.

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

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

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

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

3.19 **Headings.** The subject headings of the sections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

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

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

_____
Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of October, 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:

Andy Hueller

Deborah Friedman-Hueller

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of October, 2019, before me a Notary Public within and for said County, personally appeared Andy Hueller and Deborah Friedman-Hueller, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

KATHLEEN JOAN FISCHER
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 1/31/2020

Notary Public

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

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

EXHIBIT A
CONSTRUCTION PLAN

Office: 651-423-3995
Fax: 651-423-3996
www.dakotaunlimited.com
MN License # BC131577

EST. 1986
DAKOTA UNLIMITED
FENCE. GATE. RAIL. IRON. CUSTOM.

15953 Biscayne Avenue West
Rosemount, MN 55068

Work Order# 40153

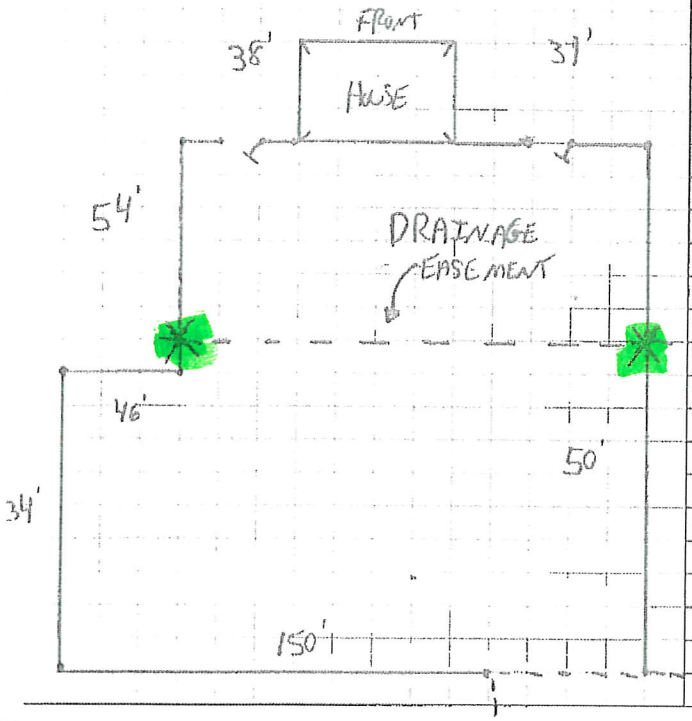
Estimate Date 9/16/19
Order Date

INSTALLATION ADDRESS:		BILLING ADDRESS (IF DIFFERENT)	
Name ANDY HUELLER		Name	
Address 1678 73rd ST. W.		Address	
City INVER GROVE State MN Zip 55077		City State Zip	
Phone (H) (651) 707 - 4889 (W) ( ) -		Contact:	
Hudson Page/Grid Cross Street		Phone: ( ) - (Fax:) ( ) -	
CHAIN LINK: Residential: X	Commercial: Wt.	Walk Gates: 2 - 4'	Welded: Y N
Height: 48"	Footage: 403'	Drive Gates:	Welded: Y N
Galvanized (Black)	Brown Green	Cantilever Gates:	Welded: Y N
Gauge/Type: 8	Top Rail: 1 3/8	Location of Rails: TOP	Tension Wire:
Terminal Size: 2 1/2"	Line Posts: 1 5/8	Barb Wire:	Flanged:
Est. Install Date: 7-9 WEEKS		Concrete Footings: BELL SHAPE	Drive Posts:

- ☐ Combination Job
- ☐ Sprinkler System
- ☐ Obstructed Fence Line
- ☐ Property Pins Visible
- ☐ Pool
- ☐ Private/Gas Elec
- ☐ Indoor
- ☐ Hard Holes

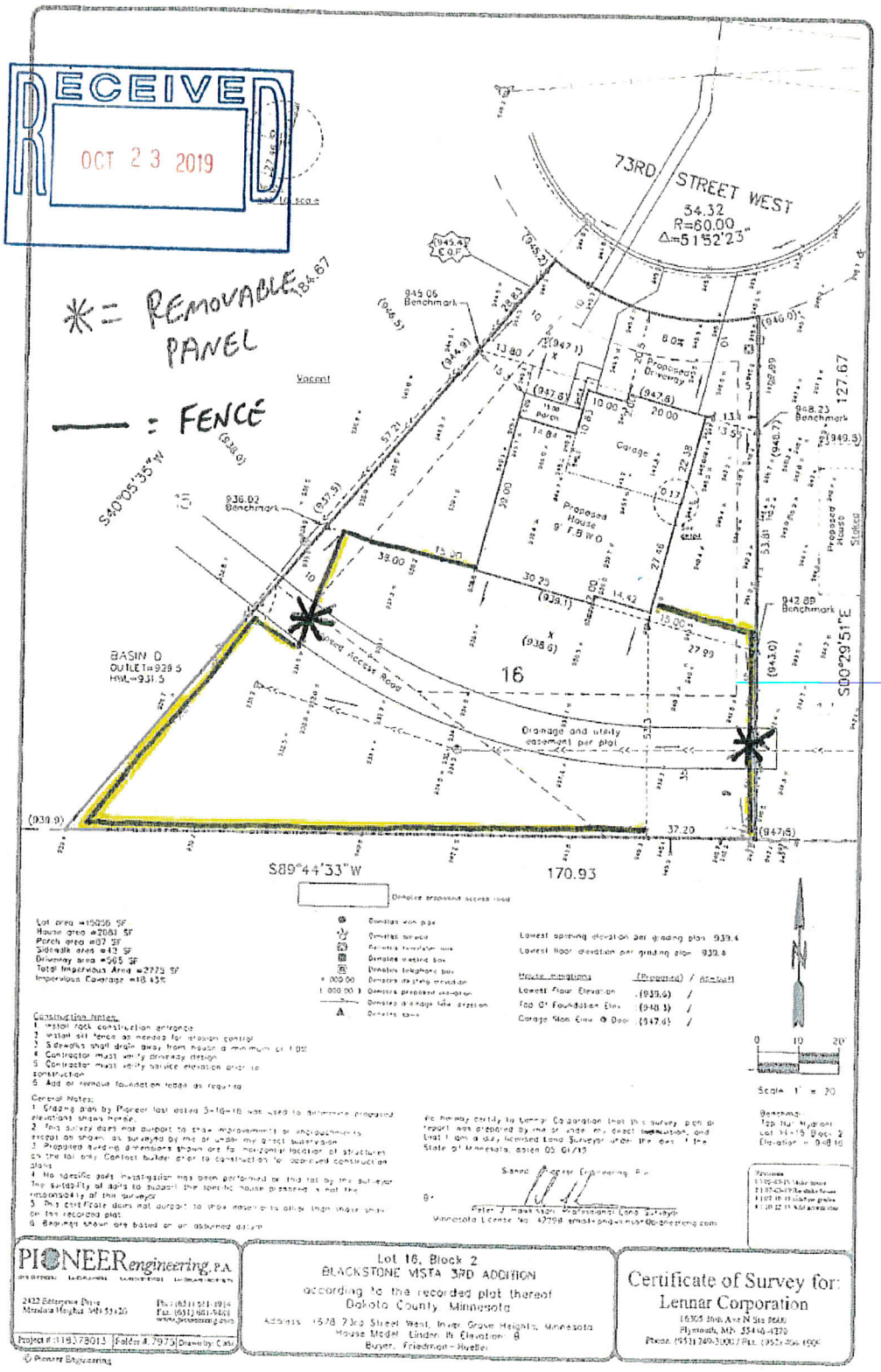
Permit Responsibility
- ☒ Customer
- ☐ Dakota
- ☐ Not Needed

ADD-ONS
- ☐ Dirt Haul S 400
- ☐ Tear Out S
- ☐ Disposal
- Survey S
- ☐ Homeowner
- ☐ Certified Survey
- ☐ Dakota Unlimited to Attempt



- ☒ Customer to see back of contract for terms/conditions of sale.
- ☒ Customer agrees to assume all financial responsibility for repairs to damaged sprinkler system.
- ☒ Customer agrees to clear obstructions along fence lines.
- ☒ All work performed by Dakota Unlimited's specialized crews.
- ☒ Uniform spacing of sections.

- ALL POSTS SET IN BELL SHAPE CONCRETE FOOTINGS.
- * = 16' REMOVABLE PANELS.
- DAKOTA TO FABRICATE (2) 16' REMOVABLE PANELS FOR ACESS TO EASEMENT.
- KEEP PROPERTY STAKES UP THROUGH INSTALL.


RECEIVED
OCT 23 2019
*= REMOVABLE PANEL
—— : FENCE
73RD STREET WEST
54.32
R=60.00
Δ=51°52'23"
S40°05'35"W
S89°44'33"W
170.93
S00°29'51"E
127.67
16
BASIN D
OUTLET=929.5
HWL=931.5
Vacant
Proposed Driveway
Proposed House
Garage
Proposed Access Road
Drainage and utility easement per plat
945.06 Benchmark
936.02 Benchmark
948.23 Benchmark
942.89 Benchmark
Lot area =15056 SF
House area =2081 SF
Porch area =87 SF
Sidewalk area =42 SF
Driveway area =565 SF
Total Impervious Area =2775 SF
Impervious Coverage =18.43%
Lowest opening elevation per grading plan 939.4
Lowest floor elevation per grading plan 939.6
House elevations (Proposed) / Abutment
Lowest Floor Elevation (939.6) /
Top Of Foundation Elev (948.3) /
Garage Slab Elev @ Door (947.6) /
Scale 1" = 20'
Construction Notes:
1. Install rock construction entrance
2. Install silt fence as needed for erosion control
3. Sidewalks shall drain away from house a minimum of 1.0%
4. Contractor must verify driveway design
5. Contractor must verify service elevation prior to construction
6. Add or remove foundation ledge as required
General Notes:
1. Grading plan by Pioneer last dated 5-16-18 was used to determine proposed elevations shown herein.
2. This survey does not purport to show improvements or encroachments except as shown as surveyed by me or under my direct supervision.
3. Proposed building dimensions shown are for horizontal location of structures on the lot only. Contact builder prior to construction for approved construction plans.
4. No specific soils investigation has been performed on this lot by the surveyor. The suitability of soils to support the specific house proposed is not the responsibility of this surveyor.
5. This certificate does not purport to show easements other than those shown on the recorded plat.
6. Bearings shown are based on an assumed datum.
Signed Pioneer Engineering, P.A.
Peter J. Hawksson, Professional Land Surveyor
Minnesota License No. 47298
PIONEER engineering, P.A.
2422 Enterprise Drive
Mendota Heights, MN 55120
Project #: 118378013
Folder #: 7975
Drawn by: Cati
© Pioneer Engineering
Lot 16, Block 2
BLACKSTONE VISTA 3RD ADDITION
according to the recorded plat thereof
Dakota County, Minnesota
Address: 1678 73rd Street West, Inver Grove Heights, Minnesota
House Model: Linden II Elevation: B
Buyer: Friedman-Hueller
Certificate of Survey for:
Lennar Corporation
16305 36th Ave N Ste 8600
Plymouth, MN 55446-4370

AGENDA ITEM 4P

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Encroachment Agreement for Landowner Improvements within City Easement for 1644 73rd St. (Lot 18, Block 2, Blackstone Vista 3rd Addition)

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

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider approval of an agreement related to a fence encroaching within a Drainage and Utility Easement located at 1644 73rd St. (Lot 18, Block 2, Blackstone Vista 3rd Addition).

SUMMARY

The owners, Randall and Christine Dutcher, of 1644 73rd St., have requested to install a fence in an existing Drainage and Utility Easement on their property. There are storm water treatment facilities and storm sewer pipe within this Drainage and Utility Easement. The owners have agreed to accept responsibility for removing the fence if the storm sewer system ever needs to be repaired or replaced. The location and design of the fence will keep the property owner in compliance with the City's Obstruction Policy. An engineering escrow of $1,500.00 has been provided to cover attorney fees and inspection of the removable fence.

A copy of the signed Encroachment Agreement is attached. It is recommended that the City Council approve the Encroachment Agreement for 1644 73rd St. (Lot 18, Block 2, Blackstone Vista 3rd Addition).

TJK/mw

Attachments: Encroachment Agreement

AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 18, BLOCK 2, BLACKSTONE VISTA 3RD ADDITION, DAKOTA COUNTY, MINNESOTA

THIS **AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 18, BLOCK 2, BLACKSTONE VISTA 3RD ADDITION** (Agreement) is made this 28th day of October, 2019, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and Randall William Dutcher and Christine Mary Dutcher, husband and wife (hereafter referred to as "Landowner"). Based on the covenants, agreements, representations and recitals herein contained the parties agree as follows:

ARTICLE 1
TERMS

1.1 Terms. Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

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

1.3 Subject Land. "Subject Land" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

> Lot 18, Block 2, Blackstone Vista 3rd Addition, Dakota County, Minnesota.

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

> The dedicated public permanent drainage and utility easement located on Lot 18, Block 2, Blackstone Vista 3rd Addition, Dakota County, Minnesota.

1.5 Landowner. "Landowner" means Randall William Dutcher and Christine Mary Dutcher, husband and wife, and their assigns and successors in interest with respect to the Subject Land.

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

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

IF TO LANDOWNER:
Randall William Dutcher and Christine Mary Dutcher
1644 73rd Street W.
Inver Grove Heights, MN 55077

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

1.7 Landowner Improvements. "Landowner Improvements" means the chain link fence, gates, concrete footings and related appurtenances located on the Subject Land within the City Easement.

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

1.9 Construction Plan. "Construction Plan" means the sketch attached as **Exhibit A** which identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

1.10 City Utility Costs. "City Utility Costs" means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City's Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and attorneys' fees incurred in connection therewith. City Utility Costs also include the costs of

temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

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

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

ARTICLE 2
RECITALS

Recital No. 1. The undersigned Landowner is the fee title owner of the Subject Land located in Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

Recital No. 3. Landowner has requested permission from the City to construct the Landowner Improvements within the City Easement for the benefit of the Subject Land.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be placed within the City Easement if the following conditions are met:

a.) The Landowner maintains the Landowner Improvements;

b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.

c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.

d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to construct the Landowner Improvements within the City Easement. The Landowner Improvements shall only be placed at the location specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

The Landowner shall not place any other structures or buildings within the City Easement, except for the Landowner Improvements. The Landowner, at Landowner's expense, shall maintain and repair the Landowner Improvements.

The Landowner shall comply with all required City setbacks per the attached Construction Plan.

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

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

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

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

3.6 Landowner To Bear Cost of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

The City may require the Landowner temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at Landowner's own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City

shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

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

a.) The City may specifically enforce this Agreement.

b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Land.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

a.) The Landowner Improvements;

b.) Installation and maintenance of the Landowners Improvements;

c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and

d.) Use of the City Easement for Landowner Improvements.

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

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

3.14 Recording. The City may record this Agreement with the Dakota County Recorder.

3.15 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the heirs, successors, administrators and assigns of the parties.

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

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

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

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

3.19 **Headings.** The subject headings of the sections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

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

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

_____
Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of October, 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:

_____
Randall William Dutcher

_____
Christine Mary Dutcher

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of October, 2019, before me a Notary Public within and for said County, personally appeared Randall William Dutcher and Christine Mary Dutcher, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

_____
Notary Public

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

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

EXHIBIT A
CONSTRUCTION PLAN

Office: 651-423-3995
Fax: 651-423-3996
www.dakotaunlimited.com
MN License # BC131577

EST. 1951
DAKOTA UNLIMITED
FENCE. GATE. RAIL. IRON. CUSTOM.

15953 Biscayne Avenue West
Rosemount, MN 55068

Work Order# 40152

Estimate Date 10-2-19
Order Date

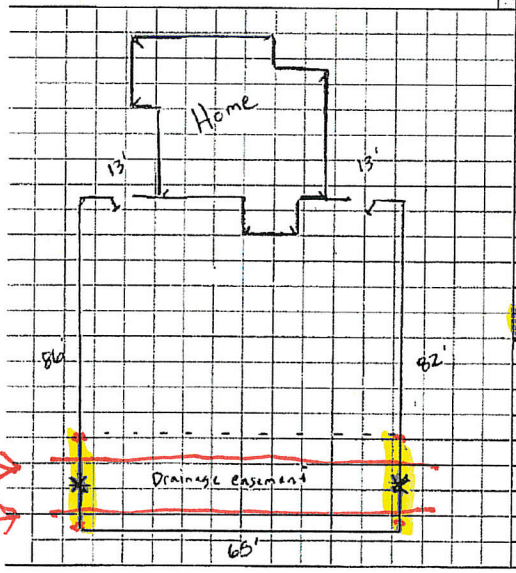
INSTALLATION ADDRESS:		BILLING ADDRESS (IF DIFFERENT)	
Name Randy Dutcher		Name	
Address 1644 73rd St W		Address	
City IGH State MN Zip 55075		City State Zip	
Phone (H) (612) 636-4643 (W) ( )		Contact: RWDWBL@yahoo.com	
Hudson Page/Grid Cross Street		Phone: ( ) (Fax:) ( )	
CHAIN LINK: Residential:	Commercial: Wt.	Walk Gates: 2-4'	Welded: (Y) N
Height: 48"	Footage: 259'	Drive Gates: 2-16'	Welded: Y N
Galvanized (Black) Brown Green		Cantilever Gates:	Welded: Y N
Gauge/Type: 8	Top Rail: 1 3/8"	Location of Rails: Top only	Tension Wire:
Terminal Size: 2 1/2"	Line Posts: 1 5/8"	Barb Wire:	Flanged:
Est. Install Date:		Concrete Footings: Yes	Drive Posts:

- ☐ Combination Job ?
- ☐ Sprinkler System
- ☐ Obstructed Fence Line
- ☒ Property Pins Visible
- ☐ Pool
- ☐ Private/Gas Elec
- ☐ Indoor
- ☐ Hard Holes

Permit Responsibility
- ☒ Customer
- ☐ Dakota
- ☐ Not Needed

ADD-ONS
- ☐ Dirt Haul $ 518
- ☐ Tear Out $
- ☐ Disposal
- Survey $
- ☐ Homeowner
- ☐ Certified Survey
- ☐ Dakota Unlimited to Attempt

Please Check if ANY Apply



- ☐ Customer to see back of contract for terms/conditions of sale.
- ☐ Customer agrees to assume all financial responsibility for repairs to damaged sprinkler system. ?
- ☐ Customer agrees to clear obstructions along fence lines.
- ☐ All work performed by Dakota Unlimited's specialized crews.
- ☐ Uniform spacing of sections.

· All posts set in bell shaped concrete footings.

· Dakota to install 259' of 48' Black Ch
· 2 walk gates.

* Dakota to Fabricate (2) 16' removables or Double drive gates for access to easement.
• Final grade will determine style •

Customer assumes responsibility of reading contract terms and conditions listed on reverse side of contract. Current retail prices will apply to all additional material and/or labor furnished by Dakota Unlimited, Inc. resulting from customer changes to this agreement. ☒ CD

Dakota Unlimited proposes to furnish and install in accordance with the above specifications for the sum of $ 8,312 + add ons

DEPOSIT: 1/3
Progress Payment: 1/3
Balance due upon completion: 1/3
Visa Card Master Card Discover Card Exp:
Credit Card # CVV.:
BALANCES OVER 15 DAYS WILL HAVE A FINANCE CHARGE OF 1.5% PER MONTH (18% ANNUAL) OR $2.00 MINIMUM CHARGE.

Acceptance of Proposal
The price and specifications are satisfactory and acceptable: I/we hereby authorize you to proceed with the work as specified. I/we agree to all terms as outlined.

Date 10/9/19
Accepted by (Y) Chrissy Dutcher
Authorized Representative [signature]
This proposal valid for 90 days.
BUYER AGREES THAT ALL WARRANTIES ARE VOID IF THE PAYMENT TERMS HEREOF ARE NOT MET.

White - Seller Yellow - Customer Pink - Seller

AGENDA ITEM 4Q

CITY OF INVER GROVE HEIGHTS | REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Proposal for Engineering Stormwater Modeling Services for I-State Trucking and Mississippi River Greenway

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

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Consulting Engineer Account, Dakota County Funds, I-State Fund

PURPOSE/ACTION REQUESTED

Consider resolution accepting proposal for engineering stormwater modeling services by Barr Engineering dated October 8, 2019 for erosion remedial repair at I-State Trucking and Dakota County Mississippi River Greenway (MRG).

SUMMARY

I-State Trucking developed their commercial site at 11152 Courthouse Boulevard in 2007. This development included a stormwater management plan which included a pond in the NE corner of the site. This plan collected stormwater for water quality and rate control. The primary basin outlet was to flow north under 111th Street to an existing DNR wetland. The emergency overflow in the SE corner of the basin was for discharging 100-year overflow via a control structure into a different wetland. This wetland had a natural overflow, easterly into a naturally occurring ravine in the scenic and natural area (SNA).

Subsequently, the County built the Mississippi River Regional Trail (MRRT) in 2012. This trail is now part of the County's MRG for future reference. As part of the 2012 project, a culvert and retaining wall was built downstream from the second wetland noted above. Over time, the extreme wet periods since June 2014 to date have affected these stormwater facilities and caused erosion in the ravine. This issue was noted by Williams Pipeline in the summer of 2019 (early July 2019). The County and DNR have had discussion about necessary repairs. The affected parties have formed a team to work on the issues. This team consists of representatives from I-State, Williams Pipeline, Dakota County, and the City. The original designs and current conditions have had preliminary review. This review indicates issues with both outlet control structures in the I-State pond and have resulted in little to no flow to the north and the majority of discharge has been going easterly. I-State Trucking has started some remediation since the meeting on October 15, 2019. They are planning to restore the basin to its original design. The County is also preparing to do the MRG erosion repairs this winter. The County has also had their consultant review a HydroCADD model.

The City plans to hire Barr Engineering to do a XP-SWMM model of the combined system along with other provisions noted in Barr's proposal. There appears to be an opportunity to bring the pond design up to 2019 stormwater standards (using Atlas 14 Data) as part of the work being

done to correct the stormwater functions. This will allow more onsite storage (Atlas 14 is 7-1/2 inches vs. original 6" rainfall). This will occur with the overflow structure modifications. The Barr model will establish the new HWL on the I-State pond. Subsequently, the MRG will receive less runoff which will assist the County and Williams Pipeline in remediation of the erosion.

Dakota County has an estimated $621,250 in funding available to do their portion of the erosion control work. Williams pipeline has already spent a similar amount to cover their pipeline. The repair work is expensive because access to the ravine is only available by barge on the Mississippi River. Time is of the essence on this joint response to the erosion repairs.

All parties have indicated their willingness to do their part at the October 15 meeting. The City Engineer authorized Barr to proceed with their modeling so the repairs can be implemented by October 31, 2019. The City Council is asked to approve the Barr proposal at its October 24 meeting by concurring with the City Engineer's recommendation.

Staff recommends that the Council adopt the resolution accepting the proposal from Barr Engineering Co. in the amount of $3,500 for engineering services for stormwater modeling at I-State Trucking and MRG trail to assist with an erosion control mitigation plan on the site.

TJK/kf
Attachment: Resolution
Proposal
Map

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY

RESOLUTION ACCEPTING A PROPOSAL FOR ENGINEERING SERVICES FOR STORMWATER MODELING FOR EROSION REMEDIATION AT I-STATE TRUCKING AND MRG

RESOLUTION NO. _____

WHEREAS, I-State Trucking, consists of a commercial building and parking lots, with associated drives, parking lots and stormwater utilities at 11152 Courthouse Boulevard built in 2007; and

WHEREAS, Dakota County has constructed stormwater facilities for their Mississippi Regional Greenway and they have a Joint Powers Agreement for maintenance of the trail facilities; and

WHEREAS, in order to complete SWPPP inspections and construction observation services in a timely manner for the erosion control remediation assistance of a consulting engineering firm is necessary; and

WHEREAS, City staff requested, and received, a proposal from Barr Engineering Co. for engineering services; and

WHEREAS, based on the experience of the firm, the scope and associated fee for the proposed services, their familiarity with the site, it is recommended that Barr Engineering Co. be selected from the City's engineering consultant pool as the consulting firm for engineering services as outlined in their October 8, 2019 proposal; and

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

1. The proposal from Barr Engineering Co. is accepted and the City Engineer is authorized to enter into a contract in the amount of $3,500 for engineering services as outlined in their proposal.

2. Funding is provided through the City's professional engineering account provided by the 2019 budget and in accordance with the development documents.

3. The City Engineer and City Attorney are hereby authorized to work with I-State Trucking and Dakota County to remediate the erosion issue.

Adopted by the City Council of Inver Grove Heights, Minnesota this 28th day of October 2019

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Interim Deputy Clerk

resourceful. naturally.
engineering and environmental consultants

BARR

October 8, 2019

Tom Kaldunski, P.E.
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Stormwater review for I-State Trucking Site

Dear Mr. Kaldunski:

Thank you for your request for a proposal to provide stormwater review for the existing I-State Trucking Site located at 11152 Courthouse Boulevard in the City of Inver Grove Heights. Attached for your review is our proposed Work Order for the referenced project. Please contact Greg Fransen (gfransen@barr.com, 952-832-2626), or me (kchandler@barr.com, 952-832-2813), regarding any question on this scope of services. If the Work Order is acceptable please sign it and return it to us.

Sincerely,

Karen L. Chandler

Karen Chandler, P.E.
Vice President

Greg Fransen

Greg Fransen
Water Resource Scientist

Work Order For:
Stormwater Review for I-State Truck Center Site

Applicable to Addendum No. 1 and Master Service Agreement Dated June 27, 2012

between

Barr Engineering Co. (Barr)
4300 MarketPointe Drive, Suite 200
Minneapolis, MN 55435

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

Designated Representative:

Karen Chandler, PE

Designated Representative:

Tom Kaldunski, PE

I. Scope Language

We understand that the I-State Truck Center site (Site) is located at 11152 Courthouse Boulevard, in the Pine Bend Drainage area of Inver Grove Heights. The Site is approximately 18 acres, with approximately 14.8 developed acres consisting of a service and sales building; bituminous and gravel areas for parking of trucks and trailers; and associated stormwater utilities, including storm sewer and a large wet pond. Approximately 4 acres of the Site lie within the Pine Bend Bluffs Scenic and Natural Area (SNA) and are not subject to development. The existing Site plan is the result of a redevelopment project that was designed by Engineering, Inc. of Billings, Montana in 2007, approved by the City of Inver Grove Heights (City), and constructed in 2007 to 2008.

A portion of the stormwater runoff from the Site is discharged east towards an existing wetland area within the Pine Bend Bluffs SNA. The wetland is bounded on the east by the Mississippi River Regional Trail, which was constructed in 2012. Excess water from the wetland is discharged through a 24-inch concrete culvert which passes under the regional trail and discharges to a ravine that connects to the Mississippi River. In June 2019 the Minnesota DNR reported to Dakota County that a large scour area had developed in the ravine below the culvert outlet. Subsequently, in response to a letter from the City of Inver Grove Heights Engineering Department, ALG Enterprises, LLC contracted Wenck Associates, Inc. (Wenck) to perform a stormwater assessment of the Site. The results of this assessment were summarized in a technical memo dated July 2, 2019.

We understand that the City would like Barr Engineering Co. (Barr) to review the recommendations provided in Wenck's technical memo to assess their consistency with the City's current stormwater ordinances.

The scope of work includes review of the 2007 Site plans and stormwater management plan, review of subsequent Site modifications, review of the Wenck technical memo, stormwater modeling, and meetings with stakeholders. The work can be divided into the following tasks:

1. Meetings: Barr will attend up to two (2) meetings with City staff and project stakeholders at City offices.
2. Plan review: Barr will review the 2007 Site plan sheets and the stormwater management plan document.
3. Wenck technical memo review: Barr will review the July 2, 2019 technical memorandum prepared by Wenck and Associates, Inc.
4. Stormwater modeling: Barr will construct a stormwater model using SWMM software to simulate the performance of the existing stormwater management system both with and without modifications included in the Wenck technical memo. Barr will use the results of the simulations to evaluate the consistency of the stormwater management plan with current City ordinance.
5. Draft memo: Barr will provide City staff with a draft memorandum summarizing the results of the stormwater modeling.
6. Final memo: Barr will incorporate one (1) round of City staff comments into a final memorandum.
7. Communications: Barr will communicate with the applicant and city staff via phone and email as needed throughout the review.

Deliverables

Barr will provide the City with the following deliverables:

1. Preliminary memo
2. Final memo
3. Stormwater model files (if requested)

II. Maximum Compensation and Assumptions ("Service Assumptions") Upon Which Maximum is Based

For the services referenced above, you will pay us for time and expenses not to exceed $3,500 without prior approval, in accordance with the referenced Master Service Agreement. The scope of services assumes the following:

1. The City will provide electronic versions of all documents to be reviewed.
2. No more than two (2) meetings will be held at City offices. Any other meetings will be held by conference call.
3. Response to more than one round of City staff comments is not included.

III. Schedule and Assumptions Upon Which Schedule is Based

Barr understands that the City's goal is to have an approved stormwater management plan for the Site by October 31, 2019. To meet this schedule, Barr assumes the following:

- The City will provide relevant stormwater system information to Barr by Wednesday, October 9.
- Barr will review the provided stormwater system information by Friday, October 11.
- Barr will attend a meeting of project stakeholders on Tuesday, October 15 to discuss solutions to the observed erosion issues in the ravine downstream of the concrete culvert outlet.
- Barr will provide the preliminary memo for City staff review by Tuesday, October 22.
- City staff will provide comments on the preliminary memo by Friday, October 25.
- Barr will incorporate City staff comments and provide the final memo by Wednesday, October 30.

ACCEPTED AND AGREED TO:

BARR ENGINEERING CO.	City of Inver Grove Heights
By: Karen L. Chandler	By:
Title: Vice President	Title:
Date: October 8, 2019	Date:

Inver Grove Heights
Public Works, 2019
11044
11152
11380
Legend
Storm Building
Storm Catch Basin
<all other values>
Catch Basin Type
HIGH CAPACITY CATCH BASIN
CATCH BASIN MANHOLE
CATCH BASIN
Sump Baskets
Trench Drains
Type G
Storm Control Structure
Storm Environmental Structure
LS
Storm Lift Station
Storm Manhole
Storm Valve
Storm Apron
Storm Tracer Box
Storm Clean Out
Storm Critical Water Level
Storm High Water Level
Storm Pipes
Storm Pond
Storm_Ponds
waterriv
bldgp
city_parks
city_prop
N
0
150
300
Feet

AGENDA ITEM 4R

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

Consider a Resolution Receiving Feasibility Report and Scheduling a Public Hearing for City Project No. 2016-09G 60th Street, 62nd Street and Bacon Avenue Improvements

Meeting Date:	October 28, 2019
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651-450-2572
Prepared by:	Steve W. Dodge, Assist. City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director

TJK SWD SDT

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

PURPOSE/ACTION REQUESTED

Consider a resolution receiving feasibility report and scheduling a public hearing for City Project No. 2016-09G 60th Street, 62nd Street and Bacon Avenue Improvements.

SUMMARY

On August 12, 2019, the City Council received a petition and ordered a feasibility study. On August 26, 2019, City Council accepted an engineering services proposal from Kimley-Horn & Associates, Inc. for City Project No. 2016-09G 60th Street, 62nd Street and Bacon Avenue Improvements. Bolton & Menk has completed the feasibility study which recommends a full urban street construction (attached).

The total estimated project cost is $2,496,000 with $546,827 in estimated assessments for street and storm water improvements (22% of the total project costs utilizing capped assessment values), for City Project No. 2016-09G 60th Street, 62nd Street and Bacon Avenue Improvements. A multi-faceted funding package has been prepared in the feasibility report which includes the pavement management fund, franchise fee fund, sewer and water funds, and special assessments.

A preliminary assessment roll has been prepared per City policy. The per-policy assessment amount for a single-family parcel is $18,542 for street and storm water facility improvements. The independent appraiser's special benefit analysis recommended an assessment cap of $12,320 per single-family parcel for street and storm water improvements. The proposed assessment is the lower amount between the per policy and assessment cap.

Resident input was initially gathered using a mailed questionnaire and that input was included in the feasibility report. Staff also held an open house meeting at City Hall on October 16, 2019, with affected property owners to present preliminary feasibility findings and proposed preliminary assessments. The feedback from the informational meeting was also incorporated into the feasibility report.

I recommend passage of the resolution receiving the feasibility report and scheduling a public hearing on November 25th, 2019 for City Project No. 2016-09G 60th Street, 62nd Street and Bacon Avenue Improvements.

SWD/kf

Attachments: Resolution
Project Area Map
Feasibility Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

CONSIDER RESOLUTION RECEIVING FEASIBILITY REPORT AND SCHEDULING A PUBLIC HEARING FOR CITY PROJECT NO. 2016-09G 60TH STREET, 62ND STREET AND BACON AVENUE IMPROVEMENTS

RESOLUTION NO. _____

WHEREAS, On August 12, 2019 Council received a petition and ordered a feasibility study for City Project No. No. 2016-09G 60th Street, 62nd Street and Bacon Avenue Improvements.; and

WHEREAS, on August 26, 2019 Council accepted a professional services proposal from Kimley-Horn & Associates, Inc. for City Project No. 2016-09G; and

WHEREAS, a feasibility report has been prepared by Kimley-Horn & Associates, Inc. for the Public Works Director with reference to City Project No. 2016-09G 60th Street, 62nd Street and Bacon Avenue Improvements.

Project No.	**Improvements**
2016-09G	Roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, aggregate base, and bituminous pavement), milling, new curb and gutter, storm sewer improvements, drainage improvements, slope and grading improvements, water quality improvements, sanitary sewer system repairs and adjustments, water main system repairs, appurtenances and restoration on the following streets: 60th Street East from Babcock Trail to Bacon Avenue, Bacon Avenue from 62nd Street to its north terminus, 62nd Street East from Bacon Avenue to its east terminus.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT: Said report is hereby received by the City Council of the City of Inver Grove Heights on October 28, 2019.

1. The City Council will consider the above-mentioned improvements in accordance with the report and assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of $2,496,000.

2. A public hearing will be held on such improvements at 7:00 p.m. on Monday, November 25, 2019 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.

3. The City Engineer and City Attorney are authorized to begin preparation of necessary easement acquisitions.

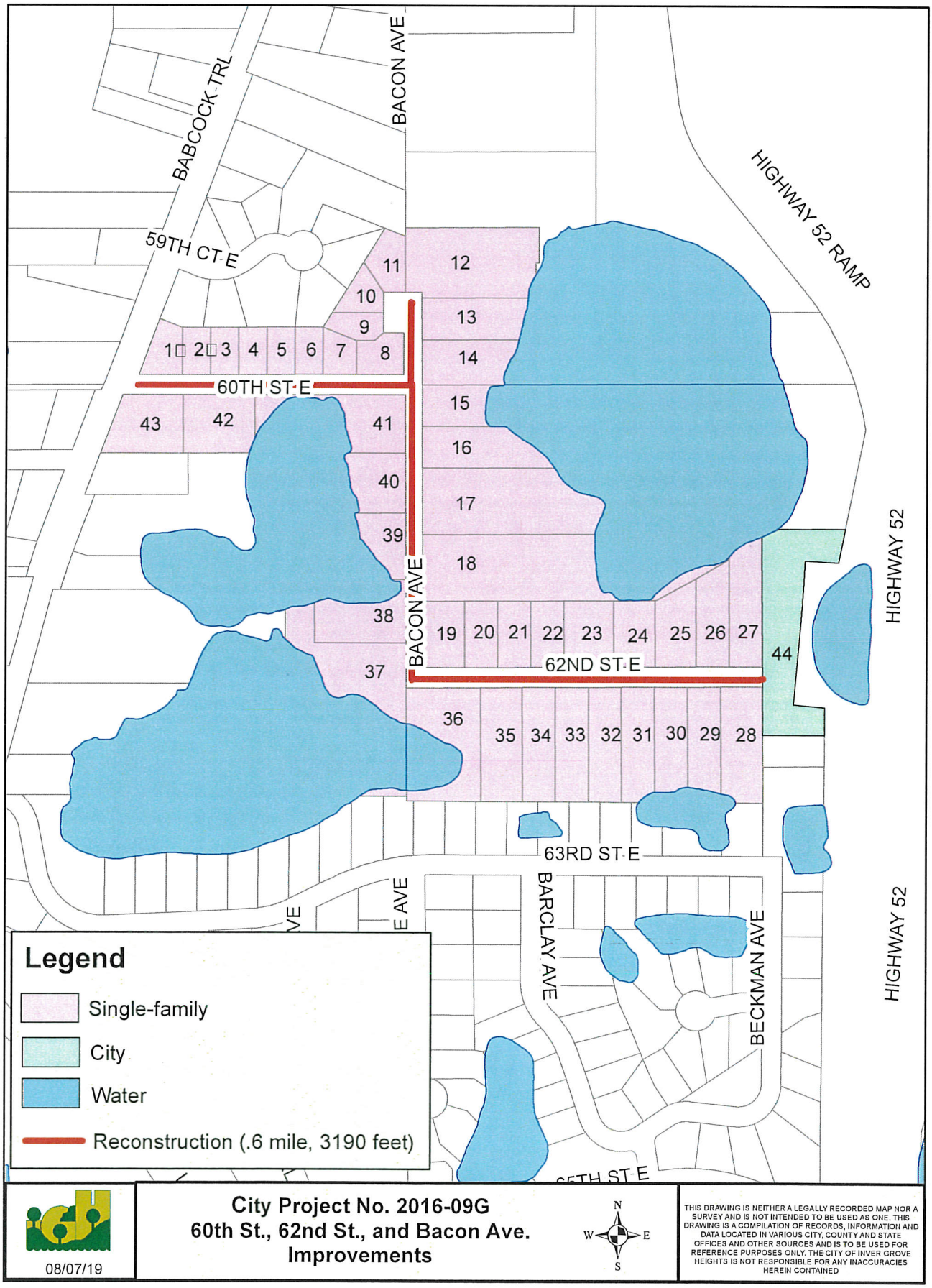
Adopted by the City Council of Inver Grove Heights this 28th day of October 2019.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Interim Deputy Clerk


BABCOCK TRL
BACON AVE
HIGHWAY 52 RAMP
59TH CT E
60TH ST E
62ND ST E
63RD ST E
BARCLAY AVE
BECKMAN AVE
HIGHWAY 52
HIGHWAY 52
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44
Legend
Single-family
City
Water
Reconstruction (.6 mile, 3190 feet)
08/07/19
City Project No. 2016-09G
60th St., 62nd St., and Bacon Ave.
Improvements
N
W
E
S
THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED

Kimley»Horn

October 28, 2019

Honorable Mayor and Members of the City Council
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Attn: Scott Thureen, P.E.
Director of Public Works

Re: Feasibility Study and Report
60th Street, 62nd Street and Bacon Avenue Improvements
City Project 2016-09G

Honorable Mayor and Members of the City Council:

The enclosed feasibility report has been prepared for the 60th Street, 62nd Street and Bacon Avenue Improvements, City Project 2016-09G, as authorized at the August 12, 2019 City Council meeting following receipt of a petition from the neighborhood in support of the project. This report investigates roadway, utility adjustments, curb and gutter and drainage improvements for the 60th Street neighborhood area. The proposed scope of work, estimated costs, financing, and schedule for the improvements are detailed in this report.

Information utilized in the preparation of this report included utility as-builts, information gathered through field reviews, GIS information, topographic survey, property owner coordination meetings, and discussions with City staff. All available information was reviewed and considered to determine the feasibility of the proposed improvements.

We believe that the proposed improvements identified in this report are feasible, that they will benefit the properties in the project area, and that they will benefit the City of Inver Grove Heights.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

Luke Moren

Luke Moren, P.E.
Project Manager

Enclosure
Cc: Tom Kaldunski, City Engineer
Steve Dodge, Assistant City Engineer
File 160509037

60TH STREET, 62ND STREET AND BACON AVENUE IMPROVEMENTS

Feasibility Study

City Project 2016-09G

City of Inver Grove Heights, Minnesota

October 2019

Kimley»Horn

60TH STREET, 62ND STREET AND BACON AVENUE IMPROVEMENTS

Feasibility Study

CITY OF INVER GROVE HEIGHTS, MINNESOTA
CITY PROJECT 2016-09G

Prepared By:

Kimley»Horn

Kimley-Horn and Associates, Inc.
767 Eustis Street
Suite 100
St. Paul, MN 55114
(651) 645-4197

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: Luke Moren

Luke Moren, P.E.

Date: October 28, 2019 Lic. No. 54190

File: 160509037

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EXECUTIVE SUMMARY

This feasibility study and report has been prepared for the 60th Street, 62nd Street and Bacon Avenue Improvements, City Project 2016-09G. The proposed project includes the reconstruction of the following street segments, also shown in Appendix A, Exhibit 1:

- 60th Street East – East of Babcock Avenue
- Bacon Avenue East
- 62nd Street East

The estimated costs for the proposed improvements are detailed below. These costs include a 10% construction cost contingency and a 28% allowance for indirect costs.

CP 2016-09G Improvements		**Amount**
Street Improvements	$	1,613,000
Storm Sewer Improvements	$	364,000
McGroarty Park Trail Access	$	235,000
Sanitary Sewer and Watermain Improvements	$	209,000
Easement Acquisition Cost	$	75,000
Total Project Cost (CP 2016-09G)	**$**	**2,496,000**

The improvements are proposed to be financed through a combination of City Pavement Management Program (PMP) funds, Franchise Fee funding, City utility funds, and assessments to benefitting property owners. The following is a preliminary financing plan:

Financing Source – CP 2016-09G		**Amount**
PMP Funds[1]	$	1,740,173
City Utility Funds	$	209,000
Special Assessments	$	546,827
Total	**$**	**2,496,000**

[1]Includes franchise fee funding

A more detailed financing plan is provided within the body of this report.

If the City Council chooses to accept this report and schedule a public hearing, we recommend the following project schedule:

Neighborhood Meeting #1	October 16, 2019
Council Receives Feasibility Report	October 28, 2019
Call Public Hearing	
Neighborhood Meeting #2	November 14, 2019
City Council holds Public Hearing	November 25, 2019
Final Design	October 2019 – November 2019
Council Approve Plans and Specs	January 13, 2020
Authorize Advertisement for Bid	
Advertise for Bid	January 19, 2020
Bid Opening	February 13, 2020
City Council Accepts Bids	February 24, 2020
Call Assessment Hearing	
Neighborhood Meeting #3 (Construction Meeting)	March 4, 2020
Assessment Hearing	March 23, 2020
Council Awards Project	
Construction Start	May 2020

Based upon the analysis completed as a part of this report, the proposed 60th Street, 62nd Street, and Bacon Avenue Area Reconstruction improvements, City Project 2016-09G are feasible, necessary, and cost effective, and would benefit the properties in the project area and the City of Inver Grove Heights.

We recommend the following:

A. The City Council accepts this feasibility report on October 28, 2019 and orders a public hearing for November 25, 2019.

B. After receiving the appropriate staff reports, staff information, and public hearing input, the Council makes a decision on the approval or rejection of the proposed improvements.

1. INTRODUCTION

On August 12, 2019 the City Council accepted a petition from the neighborhood to order a street improvement project on 60th Street, 62nd Street, and Bacon Avenue. The City Council authorized the preparation of a feasibility study and report as part of the City's Pavement Management Program (PMP). The City of Inver Grove Heights is proposing the following improvements as part of City Project 2016-09G:

- Full reconstruction of the following street segments:
  - 60th Street East – East of Babcock Avenue
  - Bacon Avenue East
  - 62nd Street East
- Addition of curb and gutter along all project street segments
- Storm sewer construction and water quality improvements
- Sanitary sewer and watermain repairs
- Addition of public safety access along pedestrian trail between 62nd Street and 63rd Street

A project location map is shown in Appendix A, Exhibit 1.

2. PROPOSED PUBLIC IMPROVEMENTS

The City evaluates the condition of existing street pavements based on a pavement conditions index (PCI) every three years City wide. A street with a PCI less than 35 is considered for reconstruction. The most recent PCIs taken on the project streets range from 0 to 4 in the project area. The project street segments were constructed approximately 38 years ago and have only received minor maintenance (crack seal, seal coat and patching) since that that time. Prior to that, the area contained gravel roadways with parcels on 62nd Street and Bacon Avenue being developed as early as the 1950s and 1960s.

Based on the current age and condition of the City street, and the findings of the geotechnical investigation, a full reconstruction of 60th Street (east of Babcock), Bacon Avenue, and 62nd Street is recommended. The following is a summary of the proposed reconstruction improvements:

A. 60TH STREET, 62ND STREET AND BACON AVENUE IMPROVEMENTS (CP 2016-09G)

TYPICAL SECTION

60th Street East (east of Babcock), 62nd Street East, and Bacon Avenue East consist of a rural section two-lane bituminous pavement roadway with no concrete curb and gutter. The existing pavement width is 24-feet and the original gravel shoulders may have been 2-feet. The total existing street width including gravel shoulders is 28-feet. The existing typical section does not

include consistent roadside ditches and slopes off the existing roadway section vary. The existing right-of-way widths and street widths are provided in the table below.

Table 1. Existing Street and Right-of-Way Width

Street Name	*Existing Width (ft)*	*Right-of-Way Width (ft)*
60th Street East	24' with 2' shoulders	60'
Bacon Avenue East	24' with 2' shoulders	50'
62nd Street East	24' with 2' shoulders	60'

The proposed improvements include the reconstruction of the existing streets to a 28-foot wide urban street section. The typical street section will be consistent with past City street reconstruction projects which includes B618 concrete curb and gutter.

The proposed street width narrows to 24-feet to avoid the need for retaining walls at steep slopes along the south side of 60th Street and west side of Bacon Avenue. Further details regarding the narrowing areas are provided in the retaining wall mitigation section of the report.

Exhibit 2 in Appendix A shows the typical sections for the project. Exhibit 3 in Appendix A shows the proposed street improvements.

PAVEMENT SECTION

A geotechnical investigation was performed on the existing roadways in 2015. Additionally, as part of the City wide geotechnical investigation that is currently being performed, additional borings were taken on the project street segments in 2019. Based on the findings of both geotechnical investigations of the existing roadway and subbase conditions, the proposed improvements include the reconstruction of the streets to the current City standard pavement section for local streets which includes 4-inches of bituminous pavement, 6-inches of aggregate base, and 24-inches of select granular material.

The existing pavement section consists of 1.75-inches – 5.25-inches of bituminous pavement over an aggregate base section ranging from 3-inches to 11-inches. The existing subgrade soils are composed of clayey sand and silty sand materials. These materials are highly susceptible to frost heave and are not considered suitable roadway base materials. The 24-inches of select granular material is recommended to replace the unsuitable, existing subgrade materials. A geotextile fabric and drain tile are also proposed to separate the existing subgrade from the new select granular material and provide subgrade drainage for the proposed pavement section.

SUBGRADE EXCAVATION/PREPARATION

The City standard pavement section for local roads includes a standard sub-cut of 2 feet, backfilled with 2 feet of select granular material below the aggregate base and bituminous pavement. Where organic soils are exposed, they will be sub-cut to the underlying suitable soils with the sub-cut being backfilled with granular material. Soils found to be unstable will be corrected with sub-cutting and replacement or with scarification, drying, and re-compaction. A roadway geotextile fabric will be placed at the bottom of the sand sub-base for separation from frost susceptible soils and drain tile is proposed beneath the curb and gutter to improve subbase drainage.

RESIDENTIAL DRIVEWAY RECONSTRUCTION

The reconstruction of the City streets will disturb residential driveways throughout the project area. As with other street reconstruction projects, it is the City's policy to replace a resident's driveway in-kind to the construction tie-in point which maintains a reasonable transition. All driveways will be constructed with a 6-inch aggregate base under a minimum of 6 inches of concrete or 2.5 inches of asphalt depending on the existing driveway material. Gravel driveways will be replaced in kind and no bituminous or concrete pavement will be provided. The City's driveway replacement program will be made available to qualifying residents and administered by City staff.

RETAINING WALL MITIGATION

The proposed widening of 60th Street East from the existing 24-foot street width to the proposed 28-foot street width and existing steep slopes off the south side of 60th Street and west side of Bacon Avenue would require a retaining wall to support the roadway. The proposed retaining wall improvements would cost approximately $200,000.

The need for the retaining wall was reviewed by City Engineering and Consultant staff and determined to be solely created by the proposed 28-foot wide street width. Narrowing to a 24-foot wide street section in these two locations reduces the construction cost, avoids significant tree clearing in the area, and still maintains an acceptable 24-foot wide street width. The 24-foot wide street width is only proposed for a short length at these two locations and the roadway will widen back to 28-feet once a retaining wall is no longer needed. No parking on both sides of the roadway will be posted where the road width is 24-feet.

No proposed retaining walls are included as a part of this feasibility study.

The locations where the proposed street width is narrowed to 24-feet wide is identified on Exhibit 3 in Appendix A.

STREET LIGHTING

There are existing intersection street lights at the intersections of 60th Street and Babock Trail, 60th Street and Bacon Avenue, and Bacon Avenue and 62nd Street. The existing street lights are mounted to existing power poles in the neighborhood. The existing power poles and intersection lights are proposed to remain with the project.

No request for updated lighting has been has been received from the property owners. The neighborhood would need to petition for updated lighting and it would be decided independently of the street project. Any lighting costs would be 100% assessed and in addition to the street and storm sewer proposed assessment. The assessment cap for street and storm sewer improvements does not apply for lighting improvements. A monthly fee would be added to the benefitting neighborhood properties utility bill in accordance with City policy and an agreement with Xcel Energy. This item will be covered further with the neighborhood at the informational meeting scheduled for November 14th, 2019.

STORM SEWER

A summary of the existing storm sewer and culverts is provided below.

- Existing storm structures and piping run along the side yards of 1929 and 1945 60th Street East from 59th Court East and outlet into the lake along the south side of 60th Street East through an existing 24-inch CMP pipe at the approximate mid-point of the roadway. City staff completed a field inspection of these storm sewer structures and pipe and recommend them to be replaced in full.
- A crushed CMP culvert exists at the low point of Bacon Avenue and routes stormwater runoff from the east side of Bacon Avenue to the lake on the west side of Bacon Avenue. The culvert is crushed and not functioning at full capacity. This culvert outlet is recommended to be replaced with the project.
- A small section of existing curb and gutter and storm sewer catch basins capture stormwater runoff at the low point of 62nd Street East. Stormwater runoff that is captured by these catch basins is routed to the existing lake on the north side of 62nd Street East. The storm sewer outlet to the lake is 15-inch RCP and in acceptable condition.

The addition of concrete curb and gutter requires the construction of storm sewer and catch basins to adequately capture stormwater runoff. The proposed storm sewer construction includes new pipe outlets to the adjacent lakes at the low points of 60th Street East and Bacon Avenue. The existing pipe outlet to the lake north of 62nd Street is proposed to remain and the new storm sewer construction will connect to the existing storm sewer outlet within existing City right-of-way.

The proposed storm sewer improvements are shown on Exhibit 3, in Appendix A. A drainage analysis was also completed as a part of this study and further detail is provided in the Drainage Analysis portion of the report.

PRIVATE UTILITIES

The proposed improvements will be coordinated with the private utility companies within the project area during the final design phase. Private utility companies will be notified of the project and directed to perform any relocation work during the City's reconstruction project to limit disturbance in the area for residents.

Existing intersection lighting at the intersections of Babcock Trail and 60th Street East, 60th Street East and Bacon Avenue, and Bacon Avenue and 62nd Street East is proposed to remain as-is on existing overhead power poles.

OTHER IMPROVEMENTS

Multiple properties within the project area have retaining walls, irrigation systems, dog fences and/or other landscaping features within City right-of-way. If these items are within the limits of construction, the property owner is responsible to relocate them ahead of construction at no cost to the City. Property owners with larger features in the right-of-way such as retaining walls will be coordinated with during the final design phase and may be asked to execute an encroachment agreement with the City in order to remain in the right-of-way.

WATERMAIN IMPROVEMENTS

The existing watermain within the project area is 6-inch diameter ductile iron pipe (DIP) and is looped with an 6-inch DIP watermain between 62nd Street and 63rd Street along the existing pedestrian trail. The condition of the existing watermain is satisfactory and no mainline watermain improvements are proposed. The project will include replacement of hydrants and gate valves consistent with City standard maintenance for street projects.

Exhibit 4 in Appendix A shows a map of the existing watermain and proposed watermain improvements.

SANITARY SEWER IMPROVEMENTS

The existing sanitary sewer consists of 8-inch/12-inch diameter vitrified clay pipe (VCP) and 12-inch diameter reinforced concrete pipe (RCP) at various depths. City staff conducted a field review of all the sanitary sewer manholes within the project area. Multiple manholes require ring adjustments to meet City standards. The manholes found to have an acceptable amount of rings and adjustment will remain and the castings will be replaced as part of the project.

City staff televised the sanitary sewer network within the project area. In general, the sanitary sewer was found to be in satisfactory condition and no trunk sanitary sewer replacement is proposed with the project.

Exhibit 4 shows a map of the existing sanitary sewer and proposed sanitary sewer improvements.

ACCESS DURING CONSTRUCTION

Consistent with previous street reconstruction projects in the City, access to residential properties will be provided throughout construction. Maintaining access during construction of 60th Street, Bacon Avenue and 62nd Street during construction will be a challenge as the sole access to the neighborhood is Babcock Trail. This constraint forces residential traffic to access their homes through the construction site all summer.

City staff reviewed the following options to maintain access to residential properties during construction:

Option 1 – McGroarty Park Trail Access
The existing McGroarty Park trail connects the 62nd Street cul-de-sac to 63rd Street. The existing 8-foot wide trail in this area would be widened and compacted with gravel to allow for two-way vehicular traffic to access the project area via 63rd Street. This option would allow residential vehicular access during daily construction activities when access to Babcock trail is blocked. At night, this access route would be closed and access via Babcock Trail would be reopened to residential traffic. This option would require the closure of the trail for the extent of the construction project.

Option 2 – Temporary Access Route Through the Construction Site
A temporary road would need to be constructed alongside 60th Street, Bacon Avenue, and 62nd Street to maintain residential access through construction due to the narrow 24-foot wide streets. Construction operations will impact the majority of the existing 24-foot wide roadway and one-way traffic cannot be safely provided past construction activities without a temporary access road.

Construction of a temporary access route through the construction site (option 2) causes significant impacts to private property including tree removals and temporary right-of-way acquisition which both increase project costs significantly. Additionally, a temporary access route through construction needs to be designed to allow for emergency vehicle access (fire trucks, ambulance, etc.). The design requirements for emergency vehicles require large turning radii and a heavy-duty pavement section.

Recommendation – Option 1
Due to the challenges noted for Option 2, City staff proposes to move forward with Option 1 to allow for daytime residential access to and from the project area via the existing McGroarty Park trail and 63rd Street. The existing trail will be lowered and widened to 20-feet to allow for safe

passage of two-way traffic. Exhibit 5 in Appendix A shows the preliminary proposed trail access route during construction.

The temporary trail access route will be repaved following construction and reopened for pedestrian use. The trail will be repaved with additional width to allow for this connection to be used for future public safety purposes. The trail will not be open to the public for vehicular use following the construction project. Safety devices will be installed at the trail entrances to allow only public safety vehicle access following construction.

City staff is still obtaining final topographic survey and delineating area wetlands to further design the temporary access route along the McGroarty Park trail. Further detail on this access route will be shared with the public during the final design phase of the project.

3. DRAINAGE ANALYSIS

A drainage analysis was completed for the project area that included an assessment of the existing storm sewer and culverts, potential locations for stormwater infiltration ponds and rain gardens, and a review of potential water quality best management practices (BMPs) that could be implemented with the project. A summary of the drainage analysis is provided below.

- The three existing low points within the project area (one per street) will be maintained with the project and outlets to the adjacent lakes at each location will be reconstructed. Ahead of each stormwater outlet, proprietary environmental manholes are proposed to remove sediment and nutrients from the stormwater runoff prior to discharging into the lakes.
- A geotechnical investigation of the existing soil properties at identified locations was completed to evaluate the infiltratability of the soils. The existing soils in the area are generally silty and clayey in nature and are not conducive to infiltration BMPs.
- No above ground water quality features are proposed due to the existing soil properties and lack of available right-of-way. Existing grass areas will provide some water quality treatment prior to flowing into the curb and gutter and storm sewer system.

The proposed stormwater improvements are shown on Exhibit 3 in Appendix A.

4. PERMITS AND APPROVALS

The proposed improvements will require attaining the following permits:

- MPCA – A general stormwater permit for construction activities under the Nation Pollutant Discharge Elimination System program will be required by the contractor.
- Dakota County – A right-of-way permit will be required for construction activities at the intersection of County Road 73 (Babcock Trail) and 60th Street East.
- Army Corps of Engineers – A permit for temporary wetland impacts at the proposed storm sewer outlets is needed.

5. PUBLIC INVOLVEMENT

A questionnaire regarding drainage, irrigation and City utilities was distributed to the neighborhood to collect useful information for the project. A summary of the questionnaires received is provided in Appendix D.

A public open house was held on October 16th, 2019. Listed below are a few of the common and major comments that were received at the open house along with preliminary responses and feedback from City Engineering and Consultant staff.

- Residents inquired about the need for barrier style curb and gutter and asked if surmountable curb and gutter is an option.
  Surmountable curb and gutter is an option, but does not affect the no parking on one side of the street requirement. City staff provided an explanation at the open house that barrier curb provides a better barrier for snowplows that reduces damage to sod and mailboxes, controls vehicle tracking at the roadway edge to protect against vehicles driving off the roadway at steep slopes adjacent to area lakes, and provides a 6-inch drainage conveyance channel for stormwater runoff. The residents were provided examples of projects within the City with surmountable curb and gutter for reference. City staff will continue to evaluate interest in surmountable curb at the November 14th open house and November 25th public hearing and make a final determination for the proposed curb and gutter type following discussion with City Council.
- Residents are concerned regarding loss of on-street parking and do not want no parking signs posted in the neighborhood.
  City policy requires a 20-foot wide access for fire and emergency vehicles. The proposed 28-foot wide roadway width allows for on-street parking on one side of the street and no parking, per City policy, would be signed on the other side of the street. No parking is typically signed on the side of the street that hydrants are located on to maximize available on-street parking. No parking signs are still required even if surmountable curb and gutter is proposed with the project. The project will continue to follow current City policy for on-street parking unless City Council and the fire marshal make an exception for this project. Residents also questioned if wider street widths were possible to allow for parking on both sides of the roadway. A 36-foot wide street width is required to allow for parking on both side of the street. The existing right-of-way and topography of the area do not allow for the area streets to be widened to 36-feet. Residents were in agreement that on-street parking usage in the neighborhood is low.
- Residents inquired regarding why their neighborhood was removed from the 2016 construction season and how their assessments are higher now because of it.
  Based on opposition received by the neighborhood through public engagement towards the project in 2015, City Council choose to remove 60th Street East, Bacon Avenue and 62nd Street East from the proposed street reconstruction project. Because of the opposition to the project, City Council elected to wait for a petition from the neighborhood prior to authorizing another feasibility study for a street improvement project. Additional information regarding communication from City staff and Council back in 2015 and 2016 will be provided at the open house on November 14th.
- Residents asked if the roadway typical section could remain a rural section.
  The existing street section is a rural typical section in the sense that the roadways do not have curb and gutter but the existing street section does not contain a standard rural section ditch for stormwater conveyance. For the majority of the neighborhood, stormwater runoff is routed to the street edge and drains along roadway. The existing drainage conditions contribute to the premature deterioration of the roadway pavement and are not acceptable for the longevity of the City streets. If the streets were to be reconstructed to a rural section, 3-foot deep ditches and driveway culverts would need to be installed along both sides of the roadways for appropriate stormwater conveyance and to protect the new roadway pavement. The addition of these ditches would create significant impacts outside of right-of-way to front yards and require permanent drainage and utility easement acquisition from all affected properties. City and Consultant staff reviewed a rural section option for the project and estimate a rural typical section option to be more expensive than an urban typical section option. City and Consultant staff do not recommend a rural section option due to the higher project cost, significant disturbance to private property, and permanent easement needs.

6. EASEMENT REQUIREMENTS

The majority of the street and utility improvements are anticipated to be constructed within existing City right-of-way. However, it is likely that storm sewer and construction grading improvements may need to extend outside of existing right-of-way in certain areas. It is assumed that temporary easement or permanent drainage and utility easement will be needed from up to five properties on the project.

These easements will be further identified following completion of title work research and final design.

7. ESTIMATED COSTS

The estimated costs for 60th Street, 62nd Street and Bacon Avenue Improvements, City Project 2016-09G are detailed below. The estimated project costs include a 10% construction cost contingency and a 28% allowance for indirect costs. The indirect costs include the following items: 12% engineering, 1% fiscal, 1% legal, 11% administrative and 3% capitalized interest. Detailed cost estimates are provided in Appendix B.

Improvements	CP 2016-09G 60th Street, 62nd Street and Bacon Avenue Improvements
Street Improvements	$1,613,000
Storm Sewer Improvements	$364,000
McGroarty Park Trail Access	$235,000
Sanitary Sewer Improvements	$65,000
Watermain Improvements	$144,000
Easement Acquisition Cost	$75,000
Total Project Improvements	**$2,496,000**

8. METHOD OF FINANCING

The proposed project will receive funding from the City's Pavement Management Program fund, City Utility Funds, and assessments to benefitting properties as follows.

City Utility Funds
The watermain and sanitary sewer improvements will be funded out of appropriate City utility funds.

Pavement Management Fund
The proposed financing plan assumes a City contribution from the pavement management fund, consistent with City policy, as shown below. The pavement management funding includes franchise fee funding.

Assessments
The property owners' share of the street reconstruction costs and a portion of the costs for the storm sewer construction will be funded by assessments in accordance with Minnesota Statutes Chapter 429. A preliminary assessment roll is provided in Appendix C with a per policy single family assessment of $18,542.

Benefit Appraisal
The City retained Metzen Appraisals to conduct an independent special benefit analysis of the properties in the project area. The Appraiser's special benefit analysis report recommends a special benefit of $12,320 "assessment cap" per single family home for this neighborhood. The lower of the per policy and assessment cap amount is utilized for the proposed assessment.

A summary of the proposed assessments and project funding is provided below.

	Proposed Assessments	Pavement Management Fund	Utility Funds	Total
CP 2016-09D 60th Street Area Reconstruction	$546,827	$1,740,173	$209,000	$2,496,000

9. PROJECT SCHEDULE

If the City Council chooses to accept this report and schedule a public hearing, we recommend that the following project schedule be followed:

Neighborhood Meeting #1	October 16, 2019
Council Receives Feasibility Report	October 28, 2019
Call Public Hearing	
Neighborhood Meeting #2	November 14, 2019
City Council holds Public Hearing	November 25, 2019
Preliminary/Final Design	October 2019 – December 2019
Council Approve Plans and Specs	January 13, 2020
Authorize Advertisement for Bid	
Advertise for Bid	January 19, 2020
Bid Opening	February 13, 2020
City Council Accepts Bids	February 24, 2020
Call Assessment Hearing	
Neighborhood Meeting #3 (Construction Meeting)	March 4, 2020
Assessment Hearing	March 23, 2020
Council Awards Project	
Construction	May 2020 – October 2020

10. SUMMARY AND RECOMMENDATIONS

Based upon the analysis completed as a part of this report, the proposed 60th Street, 62nd Street, and Bacon Avenue Area Reconstruction, City Project 2016-09G are feasible, necessary, and cost effective, and would benefit the properties in the project area and the City of Inver Grove Heights.

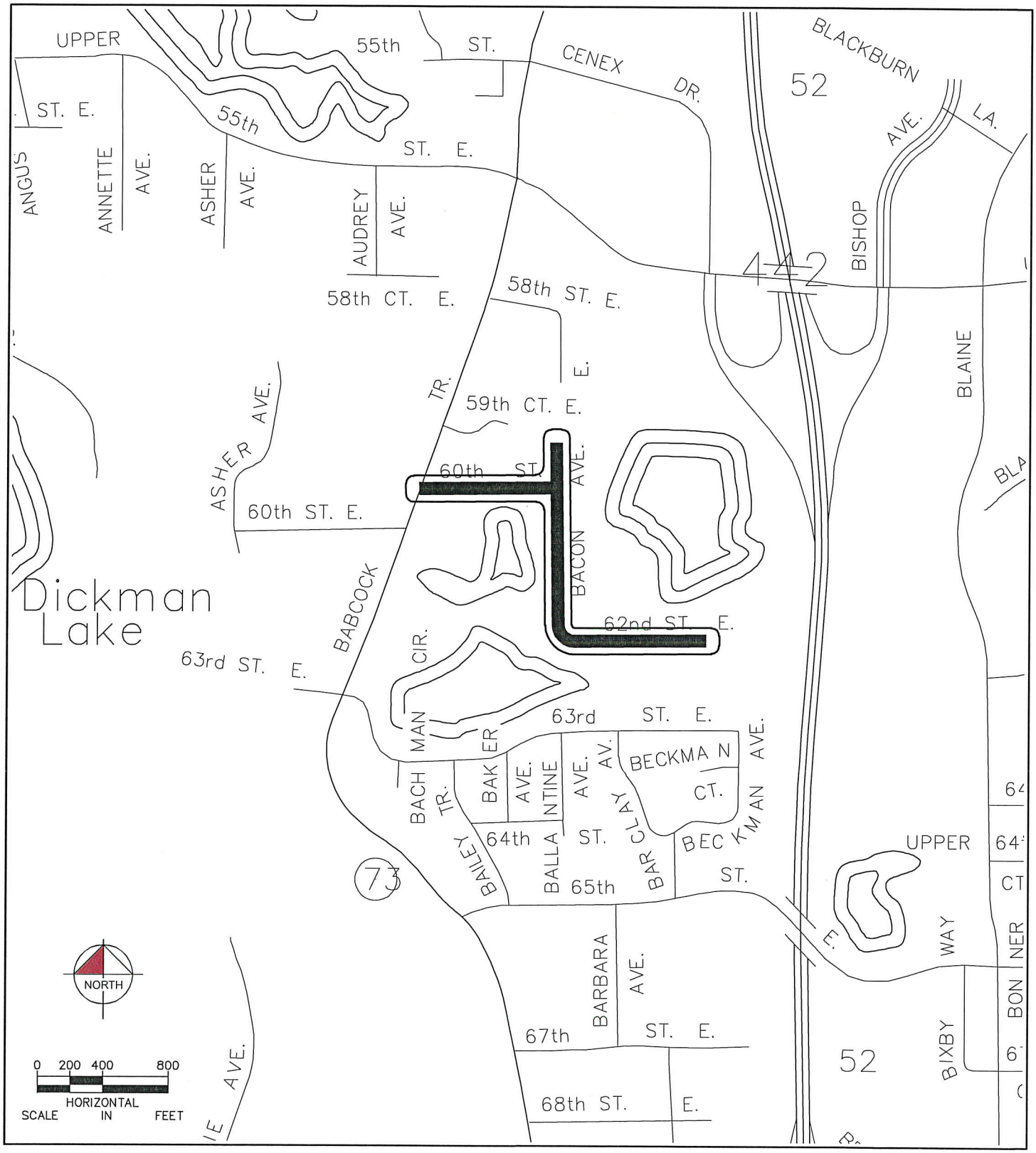
We recommend the following:

A. The City Council accepts this feasibility report on October 28, 2019 and orders a public hearing for November 25, 2019.

B. After receiving the appropriate staff reports, staff information, and public hearing input, the Council makes a decision on the approval or rejection of the proposed improvements.

APPENDICES

APPENDIX A – EXHIBITS



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City of
Inver Grove Heights
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077-3412

Kimley»Horn

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
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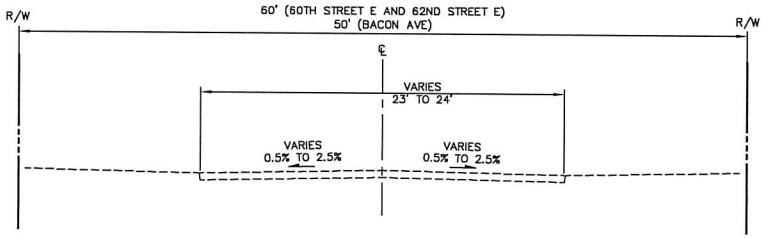
LOCATION MAP

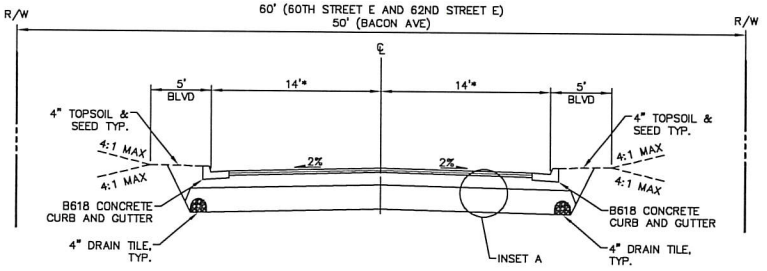
60TH STREET, 62ND STREET AND BACON AVENUE IMPROVEMENTS

CITY PROJECT 2016-09G

EXHIBIT 1

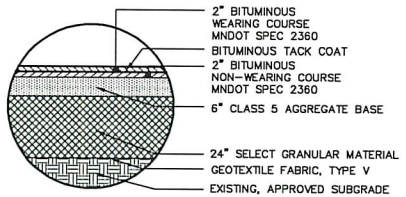


EXISTING TYPICAL STREET SECTION



PROPOSED URBAN TYPICAL STREET SECTION

*NARROWS TO 12' LANES ADJACENT TO STEEP SLOPES



INSET A
PROPOSED PAVEMENT SECTION

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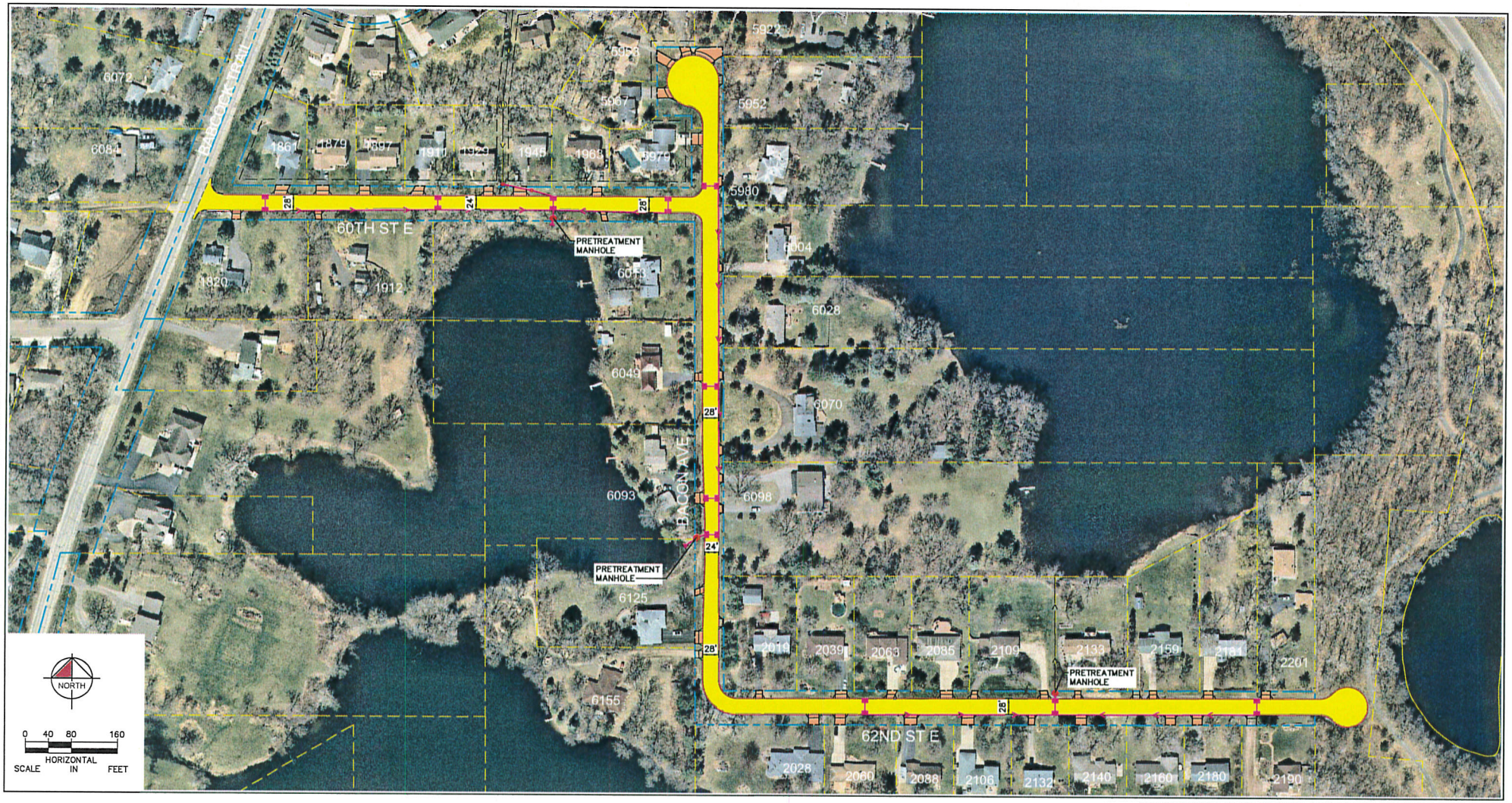
WWW.KIMLEY-HORN.COM

TYPICAL SECTIONS

60TH STREET, 62ND STREET AND
BACON AVENUE IMPROVEMENTS

CITY PROJECT 2016-09G

EXHIBIT 2



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City of
Inver Grove Heights
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077-3412

Kimley»Horn

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
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LEGEND

- PROPOSED ROADWAY
- PROPOSED DRIVEWAY
- PROPOSED CURB AND GUTTER
- PROPOSED STORM SEWER
- EXISTING RIGHT OF WAY

ROADWAY AND STORM SEWER IMPROVEMENTS

60TH STREET, 62ND STREET AND
BACON AVENUE IMPROVEMENTS

CITY PROJECT 2016-09G

EXHIBIT 3

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City of
Inver Grove Heights
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077-3412

Kimley»Horn
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
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LEGEND

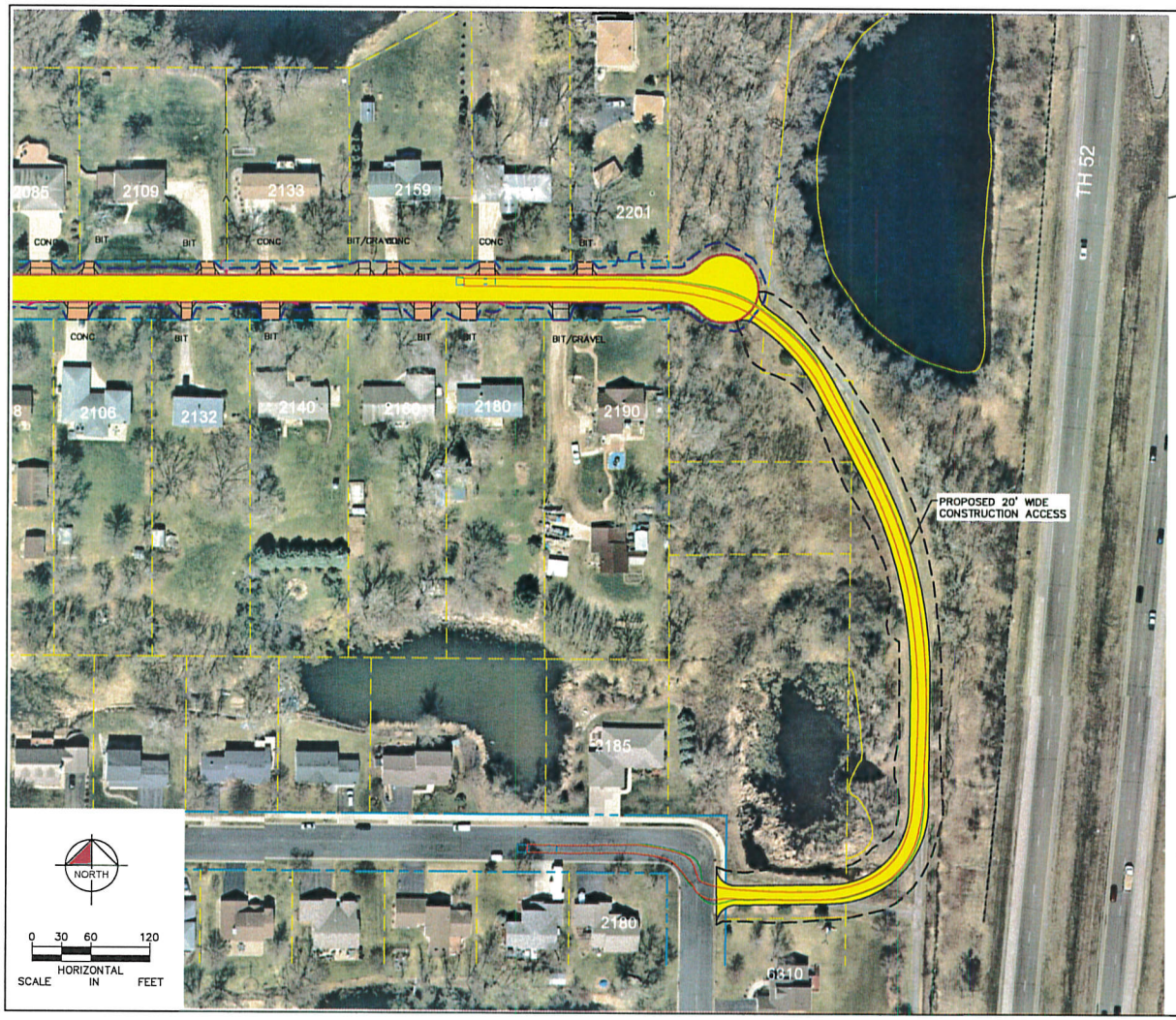
- REMOVE AND REPLACE MANHOLE CASTING
- REMOVE AND REPLACE MANHOLE TOP
- EXISTING RCP SANITARY SEWER
- EXISTING ESVCP SANITARY SEWER
- EXISTING 6" DIP WATERMAIN TO REMAIN
- REMOVE AND REPLACE HYDRANT

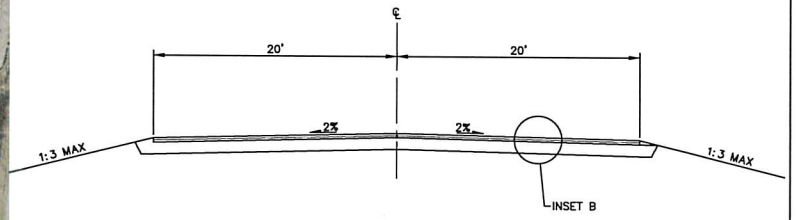
SANITARY SEWER AND WATERMAIN IMPROVEMENTS

60TH STREET, 62ND STREET AND
BACON AVENUE IMPROVEMENTS

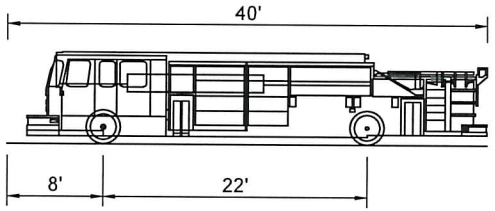
CITY PROJECT 2016-09G

EXHIBIT 4





PROPOSED ACCESS ROAD CONNECTION TYPICAL SECTION



Pumper Fire Truck	
Overall Length	40'
Overall Width	8.17'
Overall Body Height	7.75'
Min Body Ground Clearance	0.66'
Track Width	8.17'
Lock-to-lock time	5.00s
Max Wheel Angle	45.00°

City of
Inver Grove Heights
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077-3412

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MCGROARTY PARK TRAIL ACCESS

60TH STREET, 62ND STREET AND
BACON AVENUE IMPROVEMENTS
CITY PROJECT 2016-09G

EXHIBIT 5

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APPENDIX B – DETAILED COST ESTIMATES

CITY OF INVER GROVE HEIGHTS
CITY PROJECT 2016-09G

60TH STREET, 62ND STREET AND BACON AVENUE IMPROVEMENTS

OPINION OF PROBABLE COST

2016-09G Improvements Summary

Street Improvements	$	1,613,000
Storm Sewer Improvements	$	364,000
McGroarty Park Trail Access	$	235,000
Sanitary Sewer and Watermain Improvements	$	209,000
Easement Acquisition Cost	$	75,000
Total CP 2016-09G Improvements Cost	**$**	**2,496,000**

CITY OF INVER GROVE HEIGHTS
CITY PROJECT 2016-09G

60TH STREET, 62ND STREET AND
BACON AVENUE IMPROVEMENTS

OPINION OF PROBABLE COST - STREET IMPROVEMENTS

Item No.	Item	Units	Quantity		Unit Price		Amount
1	MOBILIZATION	LS	1	$	59,000	$	59,000
2	CLEARING AND GRUBBING	LS	1	$	10,000	$	10,000
3	REMOVE BITUMINOUS PAVEMENT	SY	10,000	$	5	$	50,000
4	REMOVE DRIVEWAY PAVEMENT (CONCRETE AND BIT)	SY	2,200	$	10	$	22,000
5	REMOVE RETAINING WALL	LF	150	$	20	$	3,000
6	MISCELLANEOUS REMOVALS	LS	1	$	30,000	$	30,000
7	COMMON EXCAVATION	CY	11,500	$	15	$	172,500
8	SUBGRADE EXCAVATION	CY	500	$	30	$	15,000
9	CLASS 5 AGGREGATE BASE (6")	TON	4,600	$	16	$	73,600
10	SELECT GRANULAR BORROW (24")	CY	9,500	$	15	$	142,500
11	GEOTEXTILE FABRIC TYPE V	SY	13,200	$	2.50	$	33,000
12	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (C) (2")	TON	1,200	$	70	$	84,000
13	TYPE SP 9.5 WEARING COURSE MIXTURE (C) (2")	TON	1,200	$	70	$	84,000
14	B618 CURB AND GUTTER	LF	6,700	$	16	$	107,200
15	4" DRAIN TILE	LF	6,700	$	10	$	67,000
16	BITUMINOUS DRIVEWAY PAVEMENT	TON	400	$	150	$	60,000
17	CONCRETE DRIVEWAY PAVEMENT	SY	400	$	50	$	20,000
18	TRAFFIC CONTROL	LS	1	$	20,000	$	20,000
19	TURF ESTABLISHMENT (SEED)	SY	10,200	$	1.50	$	15,300
20	TOPSOIL BORROW (4")	CY	1,200	$	40	$	48,000
21	SOIL STABILIZER	LB	7,400	$	2	$	14,800
22	EROSION CONTROL	LS	1	$	30,000	$	30,000
23	SIGNING	LS	1	$	8,000	$	8,000
	Subtotal					**$**	**1,168,900**
	10% Construction Contingency					$	117,000
	28% Indirect Cost					$	327,000
	Total Street Improvements Cost					**$**	**1,613,000**

CITY OF INVER GROVE HEIGHTS
CITY PROJECT 2016-09G

60TH STREET, 62ND STREET AND BACON AVENUE IMPROVEMENTS

OPINION OF PROBABLE COST - STORM SEWER IMPROVEMENTS

Item No.	Item	Units	Quantity		Unit Price		Amount
1	MOBILIZATION	LS	1	$	15,000	$	15,000
2	REMOVE STORM SEWER STRUCTURE	EA	5	$	500	$	2,500
3	REMOVE STORM SEWER PIPE	LF	250	$	5	$	1,250
4	STORM SEWER MANHOLE/CATCH BASIN	EA	24	$	3,000	$	72,000
5	STORM SEWER PIPE	LF	2,300	$	45	$	103,500
6	FLARED END SECTION WITH RIPRAP	EA	3	$	2,000	$	6,000
7	CONNECT TO EXISTING STORM SEWER	EA	2	$	1,500	$	3,000
8	PRETREATMENT MANHOLE	EA	3	$	20,000	$	60,000
	Subtotal					**$**	**263,250**
	10% Construction Contingency					$	26,000
	28% Indirect Cost					$	74,000
	Total Storm Sewer Improvements Cost					**$**	**364,000**

CITY OF INVER GROVE HEIGHTS
CITY PROJECT 2016-09G

60TH STREET, 62ND STREET AND
BACON AVENUE IMPROVEMENTS

OPINION OF PROBABLE COST - UTILITY IMPROVEMENTS

Item No.	Item	Units	Quantity	Unit Price	Amount
SANITARY SEWER IMPROVEMENTS					
1	MOBILIZATION	LS	1	$ 3,000	$ 3,000
2	REMOVE SANITARY SEWER MANHOLE TOP	EA	6	$ 1,000	$ 6,000
3	REMOVE SANITARY SEWER SERVICE PIPE	LF	200	$ 10	$ 2,000
4	SANITARY SEWER MANHOLE TOP	EA	6	$ 1,000	$ 6,000
5	SANITARY SEWER SERVICE PIPE	LF	200	$ 50	$ 10,000
6	8"X4" PVC WYE	EA	5	$ 500	$ 2,500
7	CONNECT SEWER SERVICE	EA	5	$ 2,000	$ 10,000
8	MANHOLE CHIMNEY SEAL	EA	7	$ 500	$ 3,500
9	ADJUST FRAME RING & CASING	EA	4	$ 1,000	$ 4,000
	Subtotal				**$ 47,000**
	10% Construction Contingency				$ 5,000
	28% Indirect Cost				$ 13,000
	Total Sanitary Sewer Improvements Cost				**$ 65,000**
WATERMAIN IMPROVEMENTS					
1	MOBILIZATION	LS	1	$ 6,000	$ 6,000
2	REMOVE HYDRANT, VALVE AND LEAD	EA	7	$ 1,500	$ 10,500
3	REMOVE WATER SERVICE	EA	5	$ 1,000	$ 5,000
4	HYDRANT AND GATE VALVE	EA	7	$ 7,000	$ 49,000
5	WATERMAIN OFFSET	EA	2	$ 5,000	$ 10,000
6	ADJUST GATE VALVE	EA	6	$ 500	$ 3,000
7	ADJUST CURB STOP	EA	42	$ 300	$ 12,600
8	WATER SERVICE PIPE	LF	200	$ 40	$ 8,000
	Subtotal				**$ 104,100**
	10% Construction Contingency				$ 10,000
	28% Indirect Cost				$ 29,000
	Total Watermain Improvements Cost				**$ 144,000**
	Total Utility Improvements Cost				**$ 209,000**

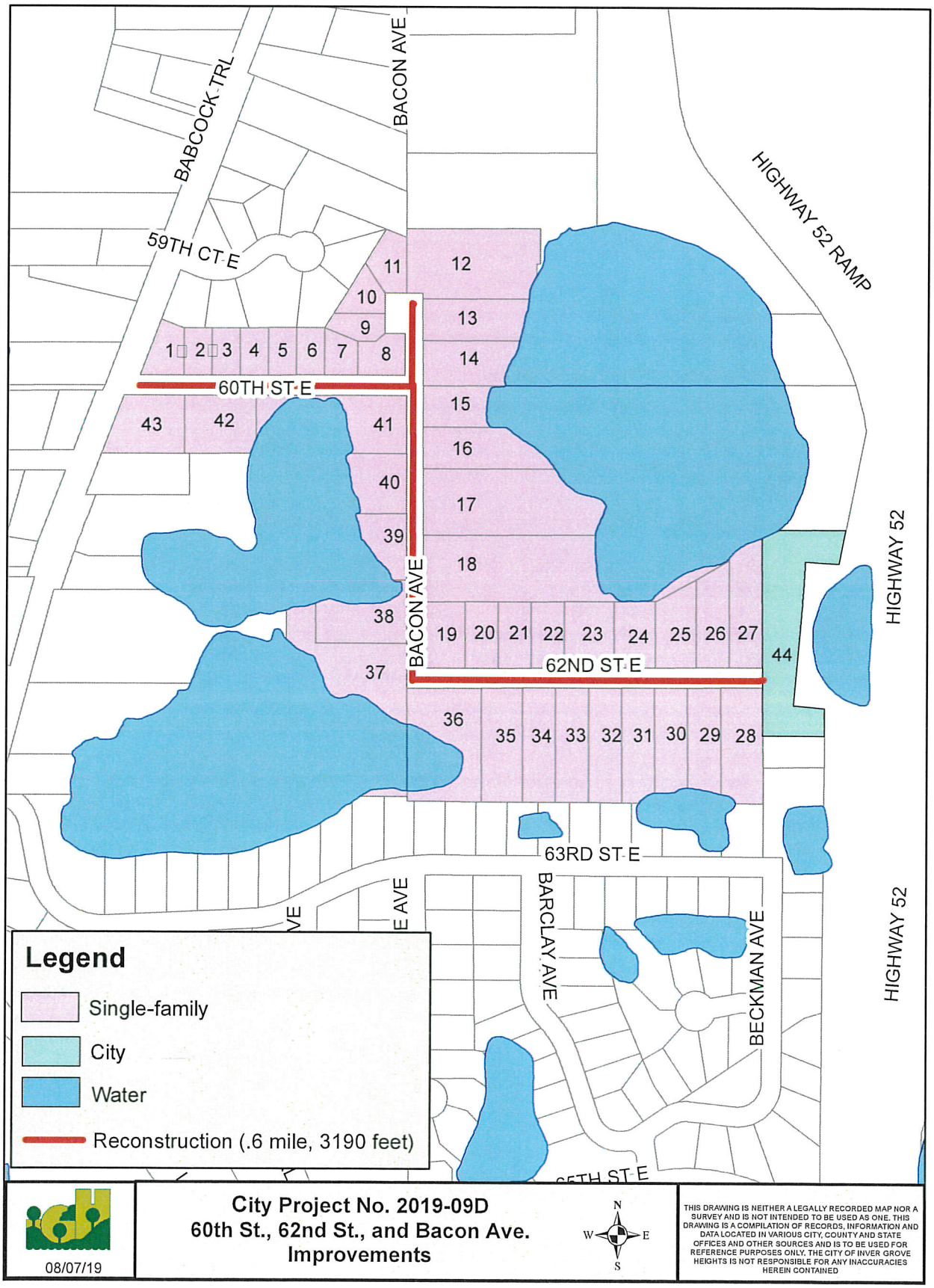
CITY OF INVER GROVE HEIGHTS
CITY PROJECT 2016-09G

60TH STREET, 62ND STREET AND
BACON AVENUE IMPROVEMENTS

OPINION OF PROBABLE COST - MCGROARTY PARK TRAIL ACCESS

Item No.	Item	Units	Quantity	Unit Price	Amount
1	MOBILIZATION	LS	1	$ 9,000	$ 9,000
2	CLEARING AND GRUBBING	LS	1	$ 10,000	$ 10,000
3	REMOVE BITUMINOUS PAVEMENT	SY	900	$ 5	$ 4,500
4	MISCELLANEOUS REMOVALS	LS	1	$ 2,500	$ 2,500
5	COMMON EXCAVATION	CY	3,000	$ 16	$ 48,000
6	SUBGRADE EXCAVATION	CY	100	$ 30	$ 3,000
7	CLASS 5 AGGREGATE BASE (6")	TON	650	$ 16	$ 10,400
8	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (C) (2")	TON	210	$ 70	$ 14,700
9	TYPE SP 9.5 WEARING COURSE MIXTURE (C) (2")	TON	210	$ 70	$ 14,700
10	STORMWATER OUTLET/CULVERT REPLACEMENTS	LS	1	$ 15,000	$ 15,000
11	MNDOT FENCE REPLACEMENT	LF	300	$ 40	$ 12,000
12	TRAFFIC CONTROL	LS	1	$ 5,000	$ 5,000
13	TURF ESTABLISHMENT (SEED)	SY	2,800	$ 1.50	$ 4,200
14	TOPSOIL BORROW (4")	CY	300	$ 40	$ 12,000
15	SOIL STABILIZER	LB	1,500	$ 2	$ 3,000
16	EROSION CONTROL	LS	1	$ 2,000	$ 2,000
	Subtotal				**$ 170,000**
	10% Construction Contingency				$ 17,000
	28% Indirect Cost				$ 48,000
	Total Improvements Cost				**$ 235,000**

APPENDIX C – PRELIMINARY ASSESSMENT ROLL AND MAP


BABCOCK TRL
BACON AVE
HIGHWAY 52 RAMP
59TH CT E
60TH ST E
62ND ST E
63RD ST E
BACON AVE
BARCLAY AVE
BECKMAN AVE
HIGHWAY 52
HIGHWAY 52
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44
Legend
Single-family
City
Water
Reconstruction (.6 mile, 3190 feet)
08/07/19
City Project No. 2019-09D
60th St., 62nd St., and Bacon Ave.
Improvements
N
W
E
S
THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED

City Project No. 2016-09G - 60th St., 62nd St., and Bacon Ave. Improvements
Urban Street Reconstruction (28-feet Wide, No Retaining Walls)
Preliminary Assessment Roll

Map No.	Property Type	PID No.	Owner	Site Address	Per Policy (100% New Curb)	Per Policy (35% Street & Storm)	Total Per Policy Assessment	Benefit Analysis CAP	Proposed Assessment
1	R	207245001120	JOHN M SCHUMANN	1861 60TH ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
2	R	207245001130	BRUCE J & JUDY K TIX	1879 60TH ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
3	R	207245001140	RAYMOND J & MARGARET KNEER	1897 60TH AVE E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
4	R	207245001150	THOMAS J & SUSAN M JUNTUNEN	1911 60TH ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
5	R	207245001160	THOMAS D & DEBRA D L TEISBERG	1929 60TH ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
6	R	207245001170	MATTHEW J & BETH HEISS	1945 60TH ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
7	R	207245001180	RICHARD D & ANGELA M CASSIDY	1963 60TH ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
8	R	207245001190	ROBERT & YVONNE M HAENGGI	5979 BACON AVE	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
9	R	207245001200	ALLEN J & KATHLEEN D GERBER	5967 BACON AVE	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
10	R	207245001210	JULIA K HAVENS	5953 BACON AVE	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
11	R	207245001220	JAMES R MARTIN	5943 BACON AVE E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
12	R	200331052020	MATTHEW D & NICOLE SPERL	5922 BACON AVE	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
13	R	200331052030	JOANN P GRIEFNOW	5952 BACON AVE	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
14	R	200331052040	ANDREW & JENIFER GEORGE	5980 BACON AVE	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
15	R	200040027020	THOMAS C TOBORG	6004 BACON AVE	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
16	R	200040027030	KAREN RAE EIDEN	6028 BACON AVE	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
17	R	200040027040	JOHN & MARY LEE STURNER	6070 BACON AVE	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
18	R	200040027050	RICHARD & KIIMBERLY RINEHART	6098 BACON AVE	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
19	R	200040028010	MICHAEL P & DARLENE MCINERNY	2019 62ND ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
20	R	200040028020	GEORGE F & LYNN M WATSON	2039 62ND ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
21	R	200040028030	ROGER D ROTHSTEIN	2063 62ND ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
22	R	200040028040	DAVID & SHARON D ESHELMAN	2085 62ND ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
23	R	200040028050	SCOTT J & LYNNE M WELSH	2109 62ND ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
24	R	200040028060	MICHAEL E TSTE CLEARY	2133 62ND ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
25	R	200040028070	DARREL A & ETHEL E MATERNOWSKI	2159 62ND ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
26	R	200040028080	TERRENCE A & JULIE L HEAVER	2181 62ND ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
27	R	200040028090	ROBERT M & REGINA L BUKOVICH	2201 62ND ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
28	R	200040029090	JULIO III LLERANDI	2190 62ND ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
29	R	200040029080	GARY J & ALICE H LESNEY	2180 62ND ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
30	R	200040029070	LEONARD & SANDRA GERONIME	2160 62ND ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
31	R	200040029060	PATRICK J MENS	2140 62ND ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
32	R	200040029050	LONNIE W CORY	2132 62ND ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
33	R	200040029040	JONATHAN G & CECELIA STONE	2106 62ND ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
34	R	200040029030	DAVID J WATSON	2088 62ND ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
35	R	200040029020	BARBARA D SCHLOESSER	2060 62ND ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
36	R	200040029010	JEFFREY KANDT	2028 62ND ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
37	R	200050002070	JOSEPH A & ERICA CLARK	6155 BACON AVE E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
38	R	200050002060	ANDERS & JULIE A PETERSEN	6125 BACON AVE E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
39	R	200050002050	JACQUELINE J YUNKER	6093 BACON AVE	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
40	R	200050002040	PAMELA MAE E DECORSEY	6049 BACON AVE E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
41	R	200050002030	JONATHAN & DONNA HARLEY	6013 BACON AVE	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
42	R	200050002020	ANTHONY S BORDSEN	1912 60TH ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
43	R	200050002010	TIMOTHY & ABIGAIL WALSTEAD	1820 60TH ST E	$ 3,368.27	$ 15,173.40	$ 18,541.67	$ 12,320.00	$ 12,320.00
44	CITY	200040025013	CITY OF INVER GROVE HEIGHTS	8150 BARBARA AVE	$ 3,100.31	$ 13,966.29	$ 17,066.60		$ 17,066.60
									$ 546,826.60

APPENDIX D – QUESTIONNAIRE SUMMARY

SUMMARY OF QUESTIONNAIRE RESPONSES

Property Address	Sump Pump and # of Pumps	Pump Runs	Pump Discharge Location	Sump Pump Connection Interest	Exterior Drains	French Drains	Water Seepage and Explanation	Irrigation System	Property Drainage Issues	Additional Comments
2019 62nd Street	0	-	-	-	N	N	Y	N	N	Thank your for planning on rebuilding and fixing our neighborhood roads. We are 100% behind the project.
2028 62nd Street	0	-	-	-	N	N	N, Not in the last 15 years	N	N	Street water and yard water drain through our vacant lot west of our house to pond in back.
2060 62nd Street	0	-	-	-	N	N	Y, Prior to adding gutters, changing landscaping and water proofing	N	N	-
2063 62nd Street	0	-	-	-	N	N	N	N	N	-
2085 62nd Street	2	Never run since install	Back and front yard	N	N	N	y in June 2014 which prompted the sump pump instal	N	N	Downspout and landscaping issues contributed to the water infiltration issues in 2014 which both have been mitigated.
2106 62nd Street	0	-	-	-	N	N	N	N	N	New street is needed. Long overdue!
2140 62nd Street	0	-	-	-	N	N	Y, 1 year when there was a heavy rain event	N	N	-
2159 62nd Street	0	-	-	-	N	N	Y, 5 years ago when ground was frozen and we got a big rain storm	N	N	-
2160 62nd Street	0	-	-	-	N	N	N	N	N	We have natural filtration because of the large expanse of grass in both our front and back yards.
2180 62nd Street	0	-	-	-	N	N	N	N	N	Objects to the project if includes creating a new settling pond at the east end of 62nd Street in McGraorty Park and placement of no parking signs. Would like to see water channeled into yard and drain into the ground through the soil. Homeowner is not opposed to widening the street to avoid no parking signs.
2201 62nd Street	0	-	-	-	N	N	N	N	N	Neighborhood does not need curbs, storm sewer, collection ponds, sidewalks or restrictive parking. Need road replaced without any added features to the area.
5979 Bacon Ave	0	-	-	-	N	N	N	Y	N	-
5980 Bacon Ave	0	-	-	-	Y	-	N	N	N	-
6004 Bacon Ave	0	-	-	-	N	N	Y, Drain pipe for gutter was plugged which cause some water in the foundation because all water was coming out right by foundation	N	N	-
6013 Bacon Ave	0	-	-	-	N	-	Y, Twice when an eve trough was disconnected	N	N	-
6049 Bacon Ave	0	-	-	-	-	-	N	N	N	-
6070 Bacon Ave	0	-	-	-	N	N	Y, If snow is not removed from driveway by the front porch, there is some seepage in the room under the porch	Y, Abandoned	N	The house has a partially excavated crawl space with a dirt floor, two windows approximately 4 feet from the bottom of the window and the basement has one window.
6125 Bacon Ave	0	-	-	-	Y	N	N	N	N	We don't want curb and gutter.
1879 60th Street	1	Spring	Front yard	N	N	N	-	N	N	-
1897 60th Street	1	Spring	East side yard	N	-	-	-	N	N	-
1929 60th Street	1	Never in 30 years	-	Y	Y	N	N	Y	N	-
1912 60th Street	0	-	-	-	N	N	Y, Gutters have clogged causing rain to run down façade	N	N	-
1963 60th Street	-	-	-	N	Y	N	N	N	Y	We do not want a rain garden on or near our property. West side yard drains super slow and we are in the worst spot in the neighborhood. We get rain water from hill and entire neighborhood. The street cannot be higher than current otherwise we will have water in our basement. Street should be lower to fix existing poor drainage.

AGENDA ITEM 4S

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

Consider a Resolution Receiving Feasibility Report and Scheduling a Public Hearing for City Project No. 2019-09D – 64th Street Area Improvements

Meeting Date:	October 28, 2019
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651-450-2572
Prepared by:	Steve W. Dodge, Assist. City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution receiving feasibility report and scheduling a public hearing for City Project No. 2019-09D - 64th Street Area Improvements.

SUMMARY

On August 12, 2019, the City Council ordered a feasibility study and on August 26, 2019, City Council accepted an engineering services proposal from Bolton & Menk, Inc. for City Project No. 2019-09D 64th Street Area Improvements. Bolton & Menk has completed the feasibility study which recommends a full depth reclamation project with spot curb replacement (attached).

The total estimated project cost is $1,679,310 with $558,776 in estimated assessments for street and storm water improvements (33% of the total project costs utilizing capped assessment values), for City Project No. 2019-09D – 64th Street Area Improvements. A multi-faceted funding package has been prepared in the feasibility report which includes the pavement management fund, franchise fee fund, sewer and water funds, storm water utility fund and special assessments.

A preliminary assessment roll has been prepared per City policy. The per-policy assessment amount for a single-family parcel is $11,347 for street and storm water facility improvements. The independent appraiser's special benefit analysis recommended an assessment cap of $12,980 per single-family parcel for street and storm water improvements. The proposed assessment is the lower amount between the per policy and assessment cap.

Resident input was initially gathered using a mailed questionnaire and that input was included in the feasibility report. Staff also held an open house meeting at City Hall on October 17, 2019, with affected property owners to present preliminary feasibility findings and the preliminary proposed assessments. The feedback from the informational meeting was also incorporated into the feasibility report. Roadside rain gardens were added to the feasibility report based on resident interest.

I recommend passage of the resolution receiving the feasibility report and scheduling a public hearing on November 25th, 2019 for City Project No. 2019-09D – 64th Street Area Improvements.

SWD/kf
Attachments: Resolution
Project Area Map
Feasibility Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

CONSIDER RESOLUTION RECEIVING FEASIBILITY REPORT AND SCHEDULING A PUBLIC HEARING FOR CITY PROJECT NO. 2019-09D – 64TH STREET AREA IMPROVEMENTS

RESOLUTION NO. _____

WHEREAS, On August 12, 2019 Council ordered a feasibility study for City Project No. 2019-09D – 64th Street Area Improvements; and

WHEREAS, on August 26, 2019 Council accepted a professional services proposal from Bolton & Menk, Inc. for City Project No. 2019-09D; and

WHEREAS, a feasibility report has been prepared by Bolton & Menk, Inc. for the Public Works Director with reference to City Project No. 2019-09D – 64th Street Area Improvements.

Project No.	**Improvements**
2019-09D	Roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, aggregate base, and bituminous pavement), milling, spot concrete curb and gutter removal and replacement, street storm sewer improvements, trunk storm sewer improvements, drainage improvements, slope and grading improvements, water quality improvements, sanitary sewer system repairs and adjustments, water main system repairs, appurtenances and restoration on the following streets: 64th Street E. from Blaine Avenue to its east terminus, Bowman Avenue from 64th Street E. to its north terminus, Bowman Circle from 64th Street E. to its south terminus, and Upper 64th Street Court E. from Blaine Avenue to its east terminus.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT: Said report is hereby received by the City Council of the City of Inver Grove Heights on October 28, 2019.

1. The City Council will consider the above-mentioned improvements in accordance with the report and assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of $1,679,310.

2. A public hearing will be held on such improvements at 7:00 p.m. on Monday, November 25, 2019 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.

3. The City Engineer and City Attorney are authorized to begin preparation of necessary easement acquisitions.

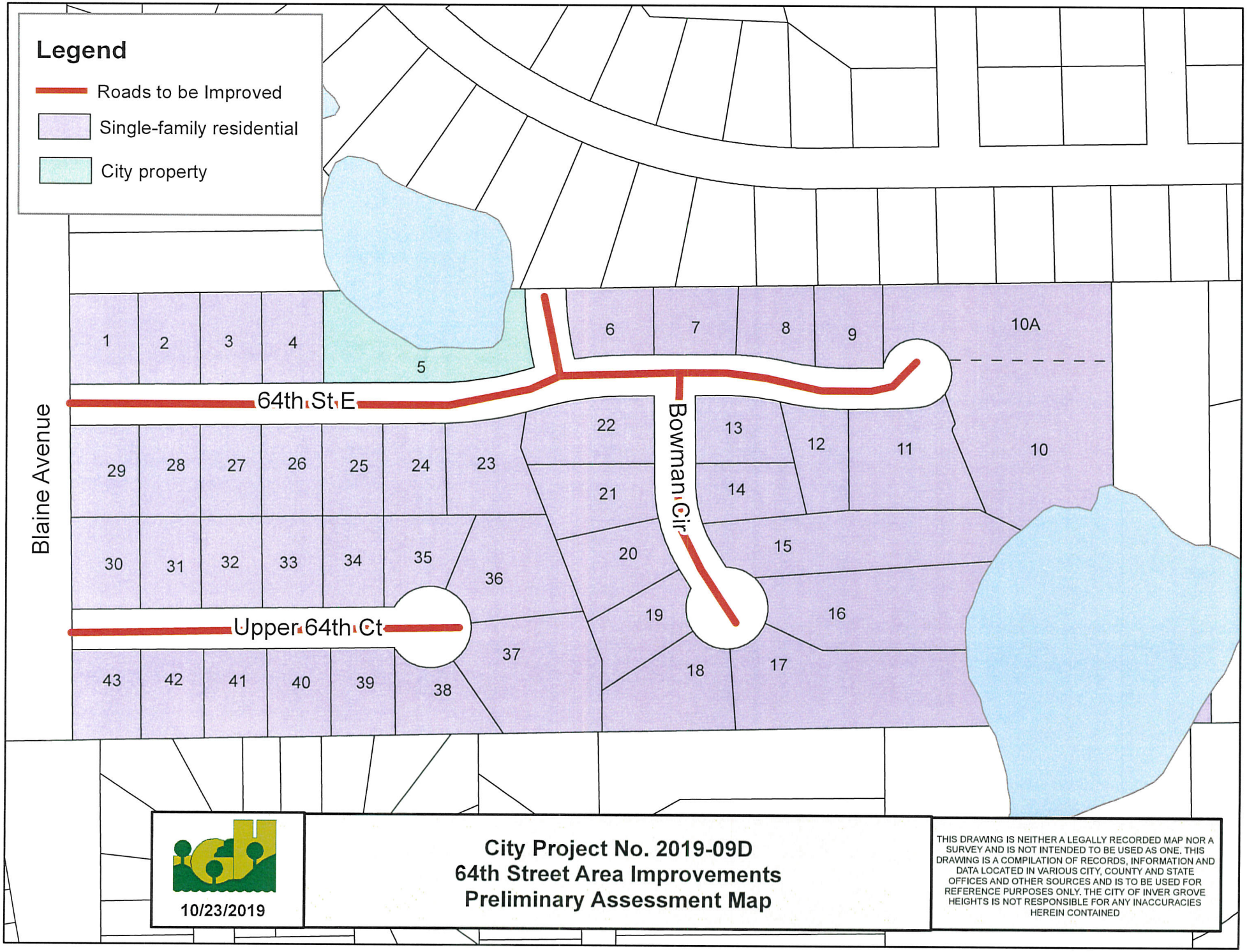
Adopted by the City Council of Inver Grove Heights this 28th day of October 2019.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, Interim Deputy Clerk


Legend
Roads to be Improved
Single-family residential
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64th St E
Bowman Cir
Upper 64th Ct
Blaine Avenue
10/23/2019
City Project No. 2019-09D
64th Street Area Improvements
Preliminary Assessment Map
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

BOLTON & MENK

Real People. Real Solutions.

Feasibility Report For

64th Street Area Improvements (2019-09D)

City of Inver Grove Heights, MN

October 28, 2019

Submitted by:
Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337
P: 952-890-0509
F: 952-890-8065

Certification

Feasibility Report

For

64th Street Area Improvements

City of Inver Grove Heights
City Projects 2019-09D
T18.119578

October 2019

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

By: _____
Eric Seaburg, P.E.
License No. 53712

Date: October 28, 2019

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I. INTRODUCTION

The City of Inver Grove Heights is planning to reconstruct several residential streets during the 2020 construction season, in accordance with the Pavement Management Plan and the Capital Improvement Plan. The City's 2020 work plan includes proposed street and utility improvements in the 64th Street Area. This project has been petitioned by the residents and incorporated into the City's ongoing annual street improvement program and includes the following streets:

Street	From	To
64th Street E.	Blaine Ave.	East Terminus
Upper 64th Street Court E.	Blaine Ave.	Culdesac
Bowman Ave.	64th Street E.	North Terminus
Bowman Cir.	64th Street E.	Culdesac

This report focuses on neighborhood improvements that include street rehabilitation with curb & gutter improvements, watermain improvements, storm and sanitary sewer improvements, and other improvements in accordance with the City's Comprehensive Plan.

See Figure 1 in Appendix A for the proposed project location map and existing conditions.

This report will review the existing conditions in the project area and discuss, in detail, the proposed improvements. It will also provide preliminary cost estimates for the proposed improvements with financing for the project coming from a combination of assessments, the City's utility funds, and the City's pavement management funds.

An informational meeting was held with the 64th Street Area property owners on October 17, 2019. The proposed project scope, costs, and funding sources were discussed at the meeting. Property owners had an opportunity to comment on the project and ask questions. Generally, those in attendance were in support of the project. There was discussion regarding proposed assessments and the City's Special Assessment Policy; City staff described the assessment policy and process in depth. A summary of the Informational Meeting is included in Appendix E.

If the City decides to proceed with the proposed street and utility improvements described in this report, it is anticipated construction would begin in 2020 as shown in the project schedule found on Page 9.

II. 64TH STREET AREA IMPROVEMENTS

A. BACKGROUND

This neighborhood is comprised of urban residential streets and is generally located north of 65th Street and east of Blaine Avenue. Annual Average Daily Traffic (AADT) data for these roads are approximately less than 300 vehicles per day.

City records show that the 64th Street Area street and utility infrastructure was constructed in 1985 as part of the 1985 Improvement Program, City Project No. 1985-6. Seal coat maintenance was performed on the streets in 1987, 1991, and 1998. Annual pavement patching has also occurred as needed. The utility infrastructure has been maintained on a routine basis since construction.

Neighborhood residents from 64th Street East and Bowman Circle petitioned the City in 2019 to have the street improved in 2020. The petition was received by the City Council at its August 26, 2019 City Council Meeting. The Council initiated the project by authorizing the preparation of this feasibility report on August 12, 2019.

B. EXISTING CONDITIONS

1. Streets

   The streets in the 64th Street Area neighborhood are 36 feet wide as measured from face of curb to face of curb and include surmountable curb and gutter. The bituminous pavement within the study area shows significant wear and distress due mostly to age, as indicated by the pavement oxidation, cracking, raveling, and potholes.

   A geotechnical investigation was performed by Element Materials Technologies which included 6 soil borings and 6 pavement cores. The associated report is not included with this Report but is available at City Hall. The soil borings indicated that the bituminous thickness ranges between 4.5 inches and 6.0 inches and is in poor condition showing signs of stripping, delamination, and potholes. The aggregate base thickness ranges between 6.0 inches and 8.0 inches and is considered in good condition and meets gradation specifications. The subbase material is composed of silty sands and gravel that drain and is acceptable subgrade material.

2. Watermain

   The existing watermain is 6-inch diameter ductile iron pipe. Very few watermain breaks have been documented in this neighborhood which indicates the pipe is generally in good condition. Based on the age of the watermain it is assumed that bolts on existing valves and fittings are not stainless steel and are in need of replacement.

3. Sanitary Sewer

   The existing sanitary sewer laterals are 8-inch diameter vitrified clay pipe and convey wastewater to an 18-inch diameter trunk sanitary sewer that transects the project. The trunk sanitary sewer ranges in depth from 20 feet to 40 feet. The City contracted with Visu-Sewer, Inc. to have the sanitary sewer system cleaned and televised during the preparation of this report. Televising results indicate that the sanitary sewer system is in good condition and requires no rehabilitation work.

4. Storm Sewer

   The existing storm sewer varies in size from 12-inch diameter to 18-inch diameter and is reinforced concrete pipe. Drainage from the project is conveyed via piping to a rear yard drainage system between Bowman Circle and Upper 64th Street East, as shown in Figure 1. The City contracted with Visu-Sewer, Inc. to have the storm sewer system cleaned and televised during the preparation of this report. Televising results indicate

that the storm sewer system is in very good condition and requires minimal rehabilitative work.

Bolton & Menk conducted a preliminary analysis of the storm sewer network within the project area. An existing conditions model was built using available as-builts and lidar data. Atlas-14 rainfall rates were used to simulate the 2-year, 5-year and 10-year rainfall events. The existing conditions model indicates that the existing storm sewer system is under-sized and surcharges during heavy rain events at both downstream and upstream storm sewer structures. The surcharging has resulted in at least one manhole casting being lifted off the structure, on several occasions, as reported by a local property owner.

The topography of the neighborhood includes very steep slopes. The area between Upper 64th Court and Bowman Circle acts as a drainage ravine and has experienced notable erosion. Property owners adjacent to the ravine have noted erosion within their yards and are concerned with future erosion.

5. A questionnaire was mailed to all of the residents on the project in September 2019 to solicit feedback on existing conditions and infrastructure, including private facilities, that may be relevant to the project. City staff received 14 questionnaire responses. They have been transcribed and are included in Appendix D for reference.

C. STREET IMPROVEMENTS

The pavement investigation and analysis performed by Element Materials Technologies included six soil borings and six pavement cores. The analysis indicated that the asphalt pavement is no longer useful. However, it was determined that there is good aggregate base material as well as good subbase material. As such, full depth reclamation (FDR) is recommended for this project. FDR typically includes the grinding and mixing of the asphalt pavement and aggregate base, spot curb and gutter replacement, and re-paving. It is only recommended when a roadbed has good quality and drainable subsoils with a good aggregate base and the subgrade is not susceptible to frost heaving.

Curb and gutter that shows major signs of cracking, weathering, or heaving will be cut out and spot replaced with new curb and gutter. This is important because cracks and voids in the curb allow water intrusion in the pavement. The more water intrusion that occurs, that faster the pavement and curb will deteriorate. In cases where curb and gutter is in very poor condition on a pavement replacement project, 100% of the curb and gutter is replaced. When this occurs, impacts to yards, driveways, and private irrigation systems is expected at each property.

A geotechnical engineer with American Engineering Testing evaluated the existing curbed and confirmed that spot curb and gutter replacement was suitable. The spot curb replaced will be constructed to MnDOT standards with a curing compound. It was explained to residents at the neighborhood meeting that the color discoloration will typically subside in 3-5 years.

At the request of a property owner, the costs, funding, and special assessments associated with full curb removal were investigated during the preparation of this report. The project cost would increase by $213,599 with all increases being 100% assessable because the improvements are not necessary and provide a temporary aesthetic benefit and should therefore not be funded through the pavement management fund. As such, proposed assessments would increase by $2,385.57 to a total of $13,732.25. At the Informational Meeting, residents expressed that they were not interested in pursuing full curb removal.

64th Street East ends approximately 230' east of Bowman Circle with a dead end. The property east of the dead end was subdivided in 1993. As part of the subdivision, a 100-foot diameter right-of-way was platted for future culdesac construction. City staff investigated the feasibility and desirability of installing the culdesac with this project. Topography in the area

includes rolling and steep grades. Construction of a culdesac would require retaining walls and would have significant impacts to neighboring parcels. From a City staff perspective, Public Works noted to the project team that a culdesac would help with snow and ice control. Also, Public Safety indicated that a culdesac would provide better access for emergency vehicles. However, residents at the end of 64th Street are very opposed to any changes in how the road currently functions. There is no desire from the residents to subdivide or change how the properties are used that would support construction of a culdesac. Due to cost, impacts to adjacent parcels, overall property disturbance, and lack of support from residents, the culdesac option was not explored further. Options for improved snow removal conditions are being reviewed with adjacent residents.

D. WATER MAIN IMPROVEMENTS

The existing ductile iron watermain is in good condition and is proposed be left in place. Existing water services are also proposed to be left in place. However, the existing hydrants have reached their useful life and will be replaced. Existing gate valves will receive new boxes, castings and stainless-steel bolts as required.

E. STORM SEWER IMPROVEMENTS

Televising results indicate that the storm sewer network is in very good condition. Therefore, mainline storm sewer pipe is proposed to be left in place. Catch basins and catch basin leads that do not meet City standards will be replaced. Additionally, rings and castings that are in poor condition will be replaced with new castings and rings.

The project scope also includes upgrades to the under-sized storm sewer main that runs to the pond south and east of Bowman Circle. The existing storm sewer surcharges in multiple locations during both the 5-year and 10-year storm events. The existing 18-inch diameter is proposed to be replaced with 24-inch diameter (or larger, determined in final design) storm sewer to where the storm sewer lateral from Bowman Court connects. Refer to Figure 3 for a depiction of the storm sewer upsizing extents.

In addition to storm sewer upsizing, best management practices (BMPs) will be implemented to address the ravine erosion. The existing slopes are experiencing active erosion. Preliminary design indicates that the slope will benefit from a series of small berms that direct surface water runoff into high capacity inlets, as part of the upsized storm sewer system, and away from the eroding slopes. Solid manhole castings will need to be replaced with beehive style grates as part of these enhancements.

F. SANITARY SEWER IMPROVEMENTS

The televising results indicate that the sanitary sewer is in very good condition and requires very little rehabilitative work. The minor work required will be coordinated by the Utility division and completed outside of the scope of this project. Other sanitary sewer improvements will include new manhole castings and adjusting rings. Removal of obstructions, such as fences, will be coordinated with private property owners.

Staff will reach out to the property owner of 6421 Bowman Circle to address a fence that was installed without a permit against a sanitary sewer manhole in need of adjustment.

G. WATER QUALITY IMPROVEMENTS

Street rehabilitation introduces the opportunity to review the drainage area for possible water quality improvements and best management practices. Hydrodynamic separators are a common BMP to treat drainage areas like those found in the 64th Street Area. The project scope includes the construction of three hydrodynamic separators at locations that will maximize particle removal efficiency, maintenance access, ease of construction. Reinforced soils, rock ditch check damns, and earthen berms will be considered as BMPs in the ravine.

Numerous residents expressed interest in rain gardens at the Informational Meeting. As such,

candidate sites have been identified in Figure 4 and construction costs have been included for up to six rain gardens. Coordination of rain garden sites will occur during final project design. Costs for the rain gardens will not be assessed.

H. PEDESTRIAN IMPROVEMENTS

The 64th Street Area is a residential area with no through-access to other non-residential destinations. There is a sidewalk along Blaine Avenue for use by residents of the neighborhood. The City's 2040 comprehensive plan does not identify any long-term sidewalk or trail improvements through the neighborhood. As such, the project scope does not include the construction of any pedestrian improvements.

I. STREET LIGHTING

There are no existing lights in the neighborhood except for those on Blaine Avenue. No request for additional lighting has been received from the property owners. The neighborhood would need to petition for lighting and it would be decided independently of the street improvements. Any lighting costs would be 100% assessed in addition to the street and storm proposed assessment. The assessment cap for street and storm improvements does not apply. A monthly fee would be added to the benefitting properties utility bill in accordance with City policy and agreement with Xcel Energy.

III. ESTIMATED COSTS

The estimated project cost to complete the improvements proposed herein are presented below. These costs include estimated construction costs, a 15% contingency, and 28% LEAF cost (legal, engineering, administration, and finance).

These cost estimates are based upon public construction cost information. Since the consultant has no control over the cost of labor, materials, competitive bidding process, weather conditions, and other factors affecting the cost of construction, all cost estimates are opinions for general information of the client and no warranty or guarantee as to the accuracy of construction cost estimates is made. It is recommended that costs for project financing should be based upon actual, competitive bid prices with reasonable contingencies.

A. PAVEMENT REPLACEMENT, SPOT CURB REPLACEMENT

Table 1 – Estimated Cost Summary
64th Street Area Improvements
(See Appendix B for Detailed Cost Estimate)

Item	Total Estimated Cost
Street	$791,550
Sanitary Sewer	$68,669
Watermain	$118,658
Storm Sewer	$224,406
Trunk Storm & Ravine*	$356,049
Raingardens	$105,984
Total	**$1,665,316**

**Includes easement acquisition costs*

IV. FINANCING

All streets that are proposed to be rehabilitated are considered residential streets. The properties adjacent to the residential streets are single family residential properties and a City parcel.

Street and Storm: The assessment policy is for 55% of the street and storm sewer costs to be assessed. Remaining street and storm sewer costs will be funded using the City's Pavement Management Fund.

Water and Sewer: This project includes only minor water and sanitary sewer repairs. As such, in accordance with the City's Special Assessment Policy, water and sanitary sewer improvements will not be assessed. Instead, they will be funded by the City's Water and Sewer Funds.

A. SPECIAL BENEFIT ANALYSIS

The City's Assessment Policy, discussed above, represents the City's desired special assessment on any given project. However, per Minnesota State Statute 429, the City is only able to levee a special assessment against a property that is equivalent to the special benefit received by the property. Therefore, prior to a project, the City hires an independent appraiser to determine the special benefit received, specific to the proposed project.

For this project, a Special Benefit Analysis was performed by Metzen Realty and Associates Co. to determine the special benefit to adjacent parcels as a result of the improvements outlined in this Report. The Special Benefit Analysis details the proposed improvements, reviews comparable properties, and reviews the neighborhood with respect to the local real estate market. The full analysis can be obtained at the Inver Grove Heights City Hall. The special benefit per parcel type, later referred to as the Assessment Cap, is shown below:

- Single Family Residential *$12,980 per parcel*

B. SPECIAL ASSESSMENT – STREET AND STORM

Per the City's current assessment policy, properties that have front yard frontage or private street/driveway access to a residential road being rehabilitated would be responsible for 55% of the street and storm sewer costs. Single family residential parcels are assessed equally on a per parcel basis.

The per policy assessments for street and storm sewer improvements are:

- Single Family Residential, Spot Curb *$11,346.68*

The 1.95 acre parcel at 2727 64th Street East, Parcel 10 and 10A on the Preliminary Assessment Map, has been reviewed by staff and determined a future administrative lot split could occur in accordance with the assessment policy. Staff reached out to the property owner of 2727 64th Street East and informed them of the proposed deferred assessment (without interest) on the potential lot which would become due if subdivided. The agreement would expire after 30 years.

C. SPECIAL ASSESSMENT TERMS

The special assessment term is 10 years at 2% above the market interest rate.

D. FINANCING SUMMARY

The financing summary shown below is based on pavement replacement with spot curb and gutter replacement.

Table 4 – Financing Summary
64th Street Area

Location	Total Estimated Cost	Pavement Management Fund*	Assessments	Stormwater Utility	Water and Sewer Fund
Street & Storm Sewer	$1,015,957	$457,181	$558,776	$0	$0
Sanitary Sewer	$68,669	$0	$0	$0	$68,669
Watermain	$118,658	$0	$0	$0	$118,658
Trunk Storm & Ravine	$356,049	$0	$0	$356,049	$0
Rain Gardens	$105,984	$105,984	$0	$0	$0
Total	**$1,665,316**	**$563,165**	**$558,776**	**$356,049**	**$187,327**

The proposed assessments of $558,776 are approximately thirty-three (33) percent of the total project costs.

* *Includes franchise fee funding*

V. PROJECT SCHEDULE

The proposed project schedule is shown below:

Contract Authorization, Order Feasibility Report*	August 12, 2019
Neighborhood Petition Received*	August 26, 2019
Feasibility Report Open House	October 17, 2019
Receive Feasibility Report, Call for Improvement Hearing*	October 28, 2019
Improvement Hearing Open House	November 7, 2019
Improvement Hearing, Order Plans and Specifications*	November 25, 2019
Approve Plans and Specifications, Authorize Bidding*	January 13, 2020
Bid Opening	February 19, 2020
Assessment Hearing Open House	Early March 2020
Assessment Hearing, Award Project*	March 23, 2020
Begin Construction	May 2020
Substantial Completion	October 2020

* *Denotes Council action items*

VI. EASEMENTS AND PERMITS

It is expected that all of the proposed improvements will be limited to the existing street right-of-way and easements. Additional easements may be necessary for construction and permanent access to the rear-yard storm sewer system that goes to the pond south and east of Bowman Circle.

Permits and approvals may be required from the following:

- Minnesota Pollution Control Agency (MPCA) – General Storm Water Permit for Construction Activities under the National Pollutant Elimination System (NPDES) program
- DNR for work on storm sewer adjacent to the pond south and east of Bowman Circle.
- USACE for potential wetland impacts permitting.

VII. CONCLUSION

From an engineering standpoint, this project as proposed is feasible, cost effective, and necessary. It can best be accomplished by letting competitive bids for the work under one contract in order to complete the work in an orderly and efficient manner. The City, its financial staff, and the persons assessed will have to determine the economic feasibility of the proposed improvements.

Appendix A: Figures

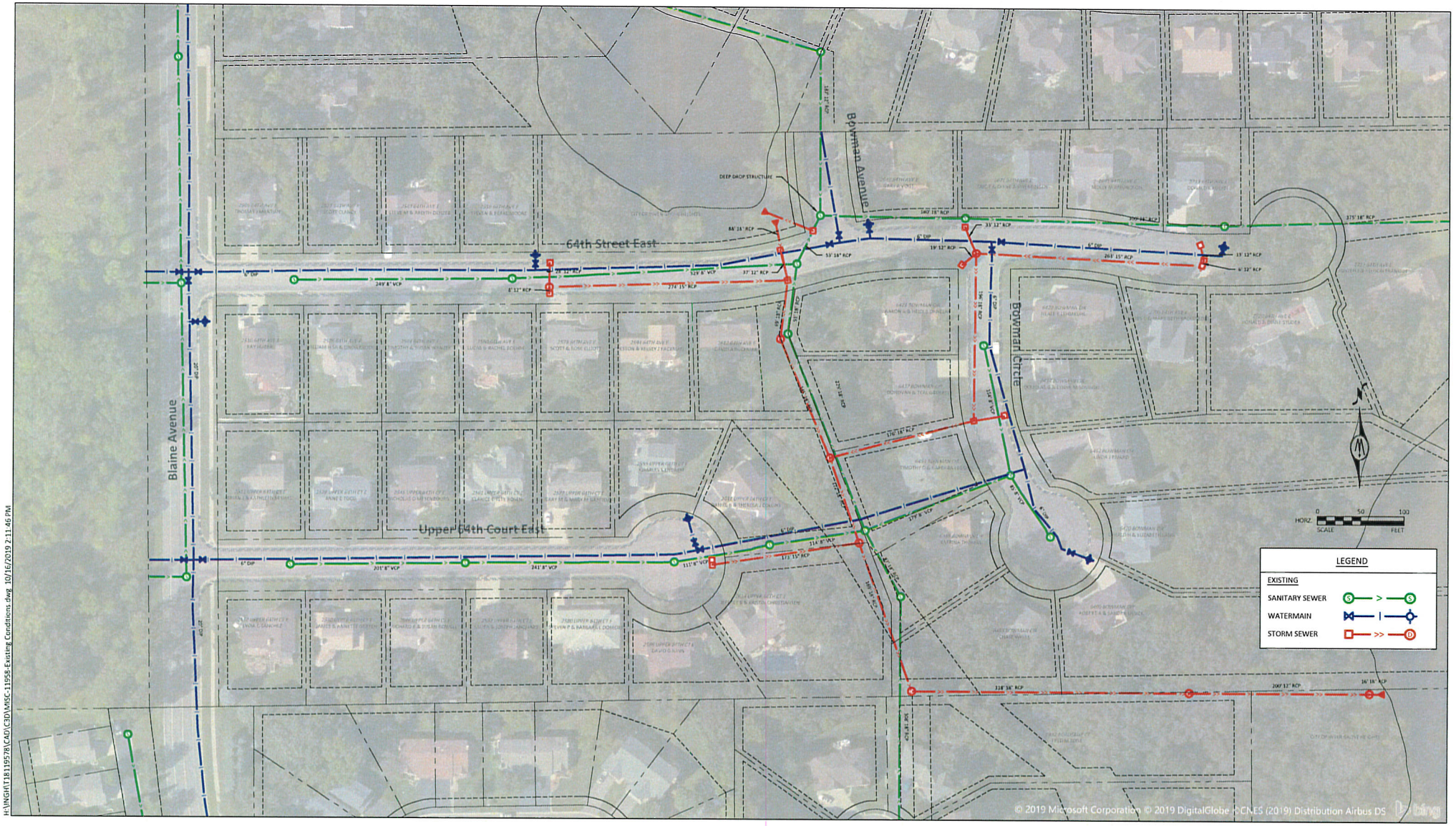
64th Street Area Improvements (2019-09D)

Inver Grove Heights, MN

Figure 1 - Existing Conditions

October 2019

BOLTON & MENK



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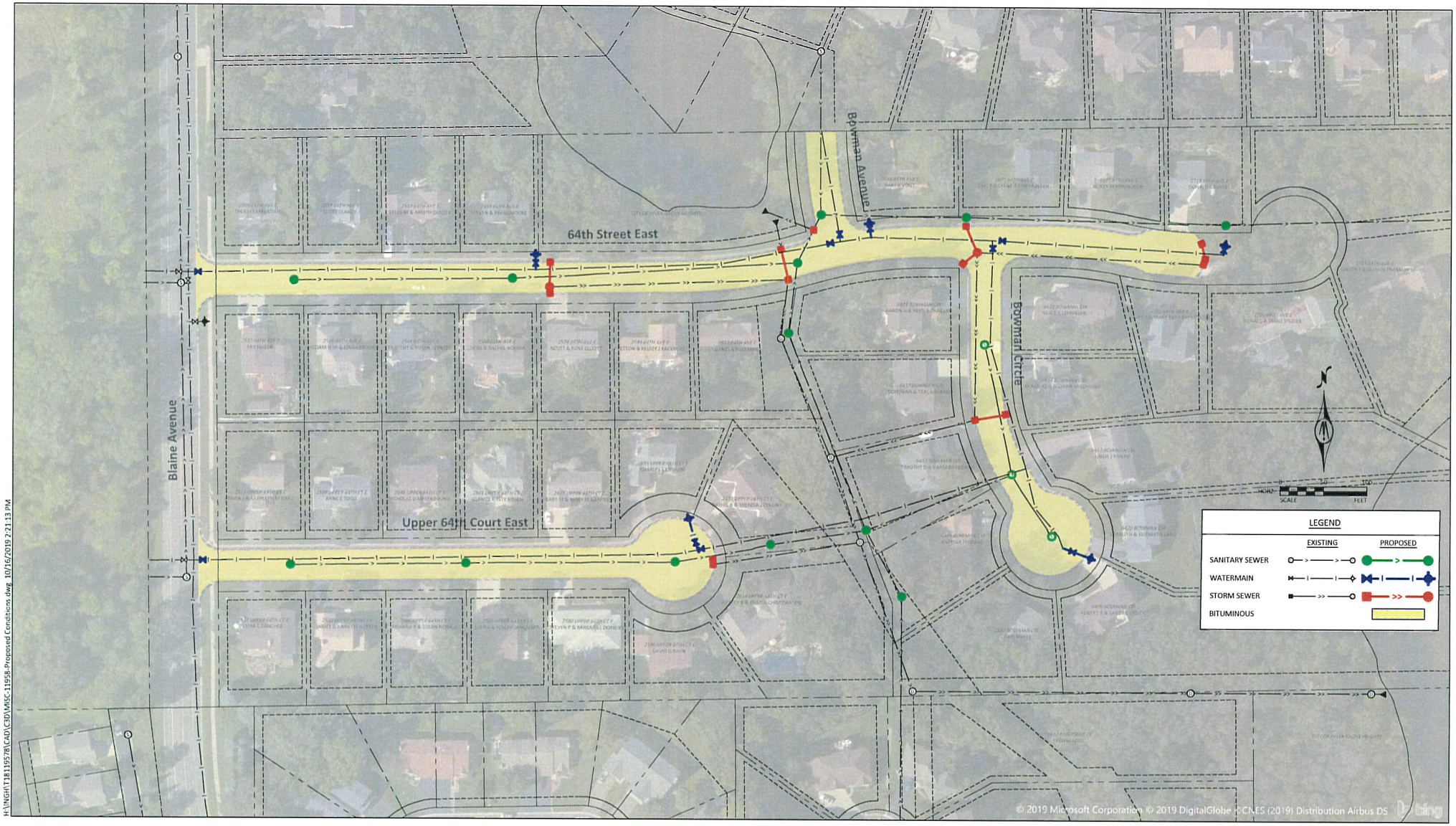
64th Street Area Improvements (2019-09D)

Inver Grove Heights, MN

Figure 2 - Proposed Improvements

October 2019

BOLTON & MENK



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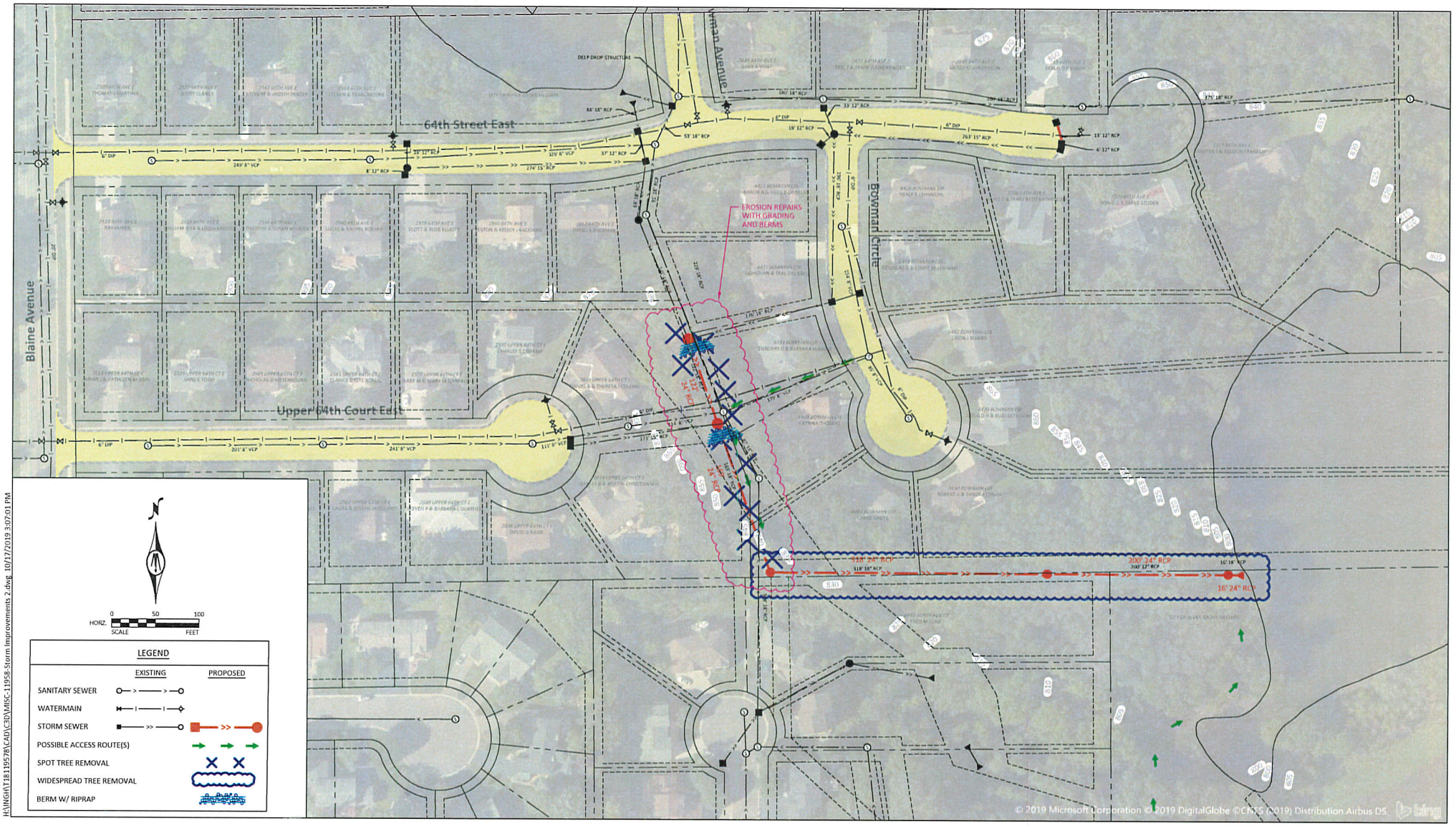
64th Street Area Improvements (2019-09D)

Inver Grove Heights, MN

Figure 3 - Trunk Storm & Ravine Improvements

October 2019

BOLTON & MENK



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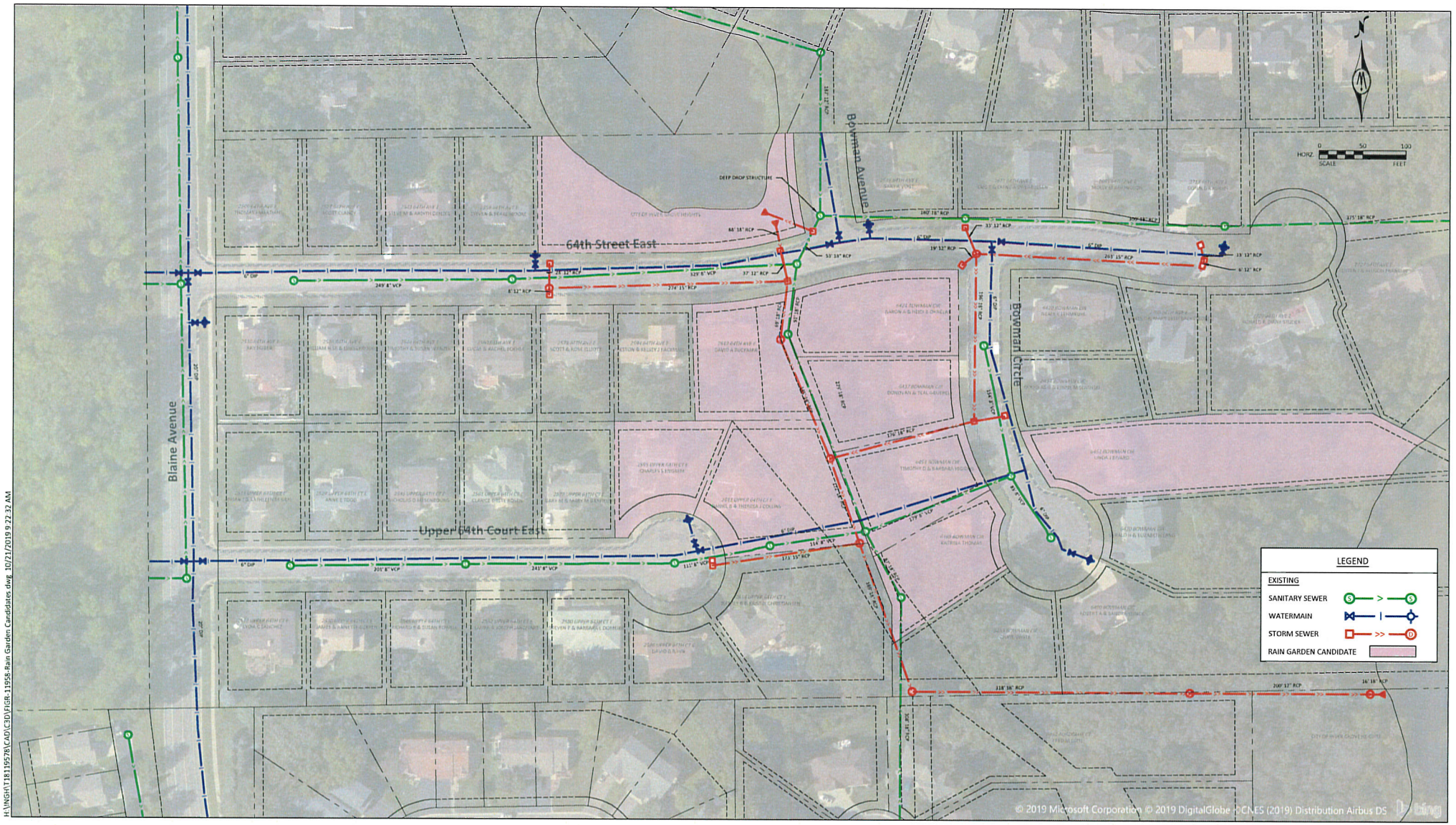
64th Street Area Improvements (2019-09D)
Inver Grove Heights, MN

Figure 4 - Rain Garden Candidates
October 2019

BOLTON & MENK



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Appendix B: Preliminary Cost Estimates

CITY OF INVER GROVE HEIGHTS

64TH STREET AREA IMPROVEMENTS - FEASIBILITY REPORT ENGINEER'S ESTIMATE

CITY PROJECT NO.: 2019-09D
BMI PROJECT NO. T18.119578
10/23/2019

ITEM NO.	MNDOT SPEC.NO	DESCRIPTION	NOTES	UNIT	UNIT COST	OPTION 1 - SPOT CURB 64TH ST, UPPER 64TH ST BOWMAN CT, BOWMAN CIR		OPTION 2 - FULL CURB 64TH ST, UPPER 64TH ST BOWMAN CT, BOWMAN CIR	
						QUANTITY	AMOUNT	QUANTITY	AMOUNT
PART 1: STREETS									
1	2021.501	MOBILIZATION		LS	$74,400	1	$74,400	1	$86,100
2	2104.503	REMOVE CURB & GUTTER		LF	$3.25	0	$0	4800	$15,600
3	2104.503	REMOVE CURB & GUTTER (SPOT REPAIR)		LF	$13.00	1200	$15,600	0	$0
4	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT		SY	$20.00	48	$960	244	$4,880
5	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT		SY	$12.00	48	$576	622	$7,464
6	2105.507	SPOT SUBGRADE EXCAVATION (CORRECTION)	(EV)	CY	$17.00	642	$10,914	642	$10,914
7	2105.604	FINISH GRADING		SY	$2.50	9624	$24,060	9624	$24,060
8	2105.607	HAUL EXCESS RECLAIM MATERIAL OFF SITE	(EV)	CY	$15.00	695	$10,425	695	$10,425
9	2130.501	WATER		MGAL	$75.00	324	$24,300	324	$24,300
10	2211.607	SUBGRADE CORRECTION W/ EXCESS RECLAIM	(CV)	CY	$10.00	642	$6,420	642	$6,420
11	2215.504	FULL DEPTH RECLAMATION (P)	(P)	SY	$2.25	9624	$21,654	9624	$21,654
12	2232.604	EDGE MILL BITUMINOUS SURFACE		SY	$20.00	67	$1,340	67	$1,340
13	2331.603	JOINT ADHESIVE (MASTIC)		LF	$0.85	4800	$4,080	4800	$4,080
14	2357.506	BITUMINOUS MATERIAL FOR TACK COAT		GAL	$3.50	674	$2,359	674	$2,359
15	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)		TON	$85.00	1339	$113,815	1339	$113,815
16	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)		TON	$75.00	2009	$150,675	2009	$150,675
17	2360.509	TYPE SP 9.5 WEARING COURSE MITURE (2,E), DRIVEWAY		TON	$200.00	10	$2,000	130	$26,000
18	2531.503	CONCRETE CURB AND GUTTER DESIGN B618		LF	$16.00	0	$0	4800	$76,800
19	2531.503	CONCRETE CURB AND GUTTER SURMOUNTABLE (HAND POUR)		LF	$30.00	1200	$36,000	0	$0
20	2531.504	6" CONCRETE DRIVEWAY PAVEMENT		SY	$90.00	48	$4,320	244	$21,960
21	2531.607	HIGH EARLY STRENGTH CONCRETE SURCHARGE		CY	$25.00	30	$750	30	$750
22	2563.601	TRAFFIC CONTROL		LS	$5,000.00	1	$5,000	1	$5,000
23	2573.501	STABILIZED CONSTRUCTION EXIT		LS	$1,300.00	2	$2,600	2	$2,600
24	2573.501	EROSION CONTROL SUPERVISOR		LS	$4,500.00	1	$4,500	1	$4,500
25	2573.502	STORM DRAIN INLET PROTECTION		EACH	$180.00	13	$2,340	13	$2,340
26	2573.503	SEDIMENT CONTROL LOGS, TYPE COMPOST		LF	$5.00	50	$250	50	$250
27	2573.601	STORMWATER MANAGEMENT ALLOWANCE		LS	$5,000.00	1	$5,000	1	$5,000
28	2574.507	BOULEVARD TOPSOIL BORROW, 4" THICK	(LV)	CY	$40.00	235	$9,400	939	$37,560
29	2575.604	FUTERRA FIBER MAT, SEED 25-151, FERTILIZER		SY	$2.50	1600	$4,000	6400	$16,000
		PART 1: STREETS - CONSTRUCTION SUBTOTAL					**$537,738**		**$682,846**
		+15% CONTINGENCY					$80,661		$102,427
		PART 1: STREETS - CONSTRUCTION TOTAL					**$618,399**		**$785,273**
		+28% LEAF					$173,152		$219,876
		PART 1: STREETS - PROJECT TOTAL					**$791,550**		**$1,005,149**

CITY OF INVER GROVE HEIGHTS

64TH STREET AREA IMPROVEMENTS - FEASIBILITY REPORT ENGINEER'S ESTIMATE

CITY PROJECT NO.: 2019-09D
BMI PROJECT NO. T18.119578
10/23/2019

ITEM NO.	MNDOT SPEC.NO	DESCRIPTION	NOTES	UNIT	UNIT COST	OPTION 1 - SPOT CURB 64TH ST, UPPER 64TH ST BOWMAN CT, BOWMAN CIR QUANTITY	OPTION 1 - SPOT CURB 64TH ST, UPPER 64TH ST BOWMAN CT, BOWMAN CIR AMOUNT	OPTION 2 - FULL CURB 64TH ST, UPPER 64TH ST BOWMAN CT, BOWMAN CIR QUANTITY	OPTION 2 - FULL CURB 64TH ST, UPPER 64TH ST BOWMAN CT, BOWMAN CIR AMOUNT
PART 2: SANITARY SEWER									
30	2104.502	REMOVE CASTING & RINGS (SANITARY)		EACH	$200.00	17	$3,400	17	$3,400
31	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL		EACH	$650.00	17	$11,050	17	$11,050
32	2506.502	INSTALL NEW RINGS AND CASTING (SANITARY)		EACH	$1,600.00	17	$27,200	17	$27,200
33	2506.602	RECONSTRUCT SANITARY MANHOLE		EACH	$2,500.00	2	$5,000	2	$5,000
		PART 2: SANITARY SEWER - CONSTRUCTION SUBTOTAL					**$46,650**		**$46,650**
		+15% CONTINGENCY					$6,998		$6,998
		PART 2: SANITARY SEWER - CONSTRUCTION TOTAL					**$53,648**		**$53,648**
		+28% LEAF					$15,021		$15,021
		PART 2: SANITARY SEWER - PROJECT TOTAL					**$68,669**		**$68,669**
PART 3: WATERMAIN									
34	2104.602	REMOVE HYDRANT & VALVE	(4)	EACH	$1,000.00	5	$5,000	5	$5,000
35	2104.602	ABANDON 6" WATERMAIN		LF	$12.00	130	$1,560	130	$1,560
36	2504.602	HYDRANT & GATE VALVE	(5)	EACH	$9,500.00	5	$47,500	5	$47,500
37	2504.602	6" GATE VALVE & BOX		EACH	$3,000.00	2	$6,000	2	$6,000
38	2504.602	REMOVE AND REPLACE GATE VALVE BOX		EACH	$1,500.00	1	$1,500	1	$1,500
39	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS		EACH	$1,500.00	11	$16,500	11	$16,500
40	2504.608	DUCTILE IRON FITTINGS		POUND	$8.50	300	$2,550	300	$2,550
		PART 3: WATERMAIN - CONSTRUCTION SUBTOTAL					**$80,610**		**$80,610**
		+15% CONTINGENCY					$12,092		$12,092
		PART 3: WATERMAIN - CONSTRUCTION TOTAL					**$92,702**		**$92,702**
		+28% LEAF					$25,956		$25,956
		PART 3: WATERMAIN - PROJECT TOTAL					**$118,658**		**$118,658**

CITY OF INVER GROVE HEIGHTS

64TH STREET AREA IMPROVEMENTS - FEASIBILITY REPORT ENGINEER'S ESTIMATE

CITY PROJECT NO.: 2019-09D
BMI PROJECT NO. T18.119578
10/23/2019

ITEM NO.	MNDOT SPEC.NO	DESCRIPTION	NOTES	UNIT	UNIT COST	OPTION 1 - SPOT CURB 64TH ST, UPPER 64TH ST BOWMAN CT, BOWMAN CIR		OPTION 2 - FULL CURB 64TH ST, UPPER 64TH ST BOWMAN CT, BOWMAN CIR	
						QUANTITY	AMOUNT	QUANTITY	AMOUNT
PART 4: STORM SEWER									
41	2104.502	REMOVE DRAINAGE STRUCTURE		EACH	$550.00	9	$4,950	9	$4,950
42	2104.502	REMOVE CASTING & RINGS (STORM)		EACH	$200.00	5	$1,000	5	$1,000
43	2104.503	REMOVE SEWER PIPE (STORM)		LF	$25.00	195	$4,875	195	$4,875
44	2451.609	GRANULAR BACKFILL (STORM)		TON	$25.00	179	$4,475	179	$4,475
45	2503.503	15" RC PIPE SEWER CLASS V		LF	$70.00	195	$13,650	195	$13,650
46	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3'		EACH	$4,000.00	9	$36,000	9	$36,000
47	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020		EACH	$5,000.00	3	$15,000	3	$15,000
48	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (SCICLONE)		EACH	$15,000.00	3	$45,000	3	$45,000
49	2506.602	INSTALL NEW RINGS AND CASTING (STORM)		EACH	$1,600.00	5	$8,000	5	$8,000
50	2506.602	CONNECT TO EXISTING STORM SEWER		EACH	$1,500.00	6	$9,000	6	$9,000
51	2506.602	CONNECT TO EXISTING STORM STRUCTURE		EACH	$1,500.00	7	$10,500	7	$10,500
PART 4: STORM SEWER - CONSTRUCTION SUBTOTAL							**$152,450**		**$152,450**
+15% CONTINGENCY							$22,868		$22,868
PART 4: STORM SEWER - CONSTRUCTION TOTAL							**$175,318**		**$175,318**
+28% LEAF							$49,089		$49,089
PART 4: STORM SEWER - PROJECT TOTAL							**$224,406**		**$224,406**

CITY OF INVER GROVE HEIGHTS

64TH STREET AREA IMPROVEMENTS - FEASIBILITY REPORT ENGINEER'S ESTIMATE

CITY PROJECT NO.: 2019-09D
BMI PROJECT NO. T18.119578
10/23/2019

ITEM NO.	MNDOT SPEC.NO	DESCRIPTION	NOTES	UNIT	UNIT COST	OPTION 1 - SPOT CURB 64TH ST, UPPER 64TH ST BOWMAN CT, BOWMAN CIR		OPTION 2 - FULL CURB 64TH ST, UPPER 64TH ST BOWMAN CT, BOWMAN CIR	
						QUANTITY	AMOUNT	QUANTITY	AMOUNT
PART 5: TRUNK STORM SEWER AND RAVINE IMPROVEMENTS									
52	2104.502	MOBILIZATION		LS	$0.00	1	$10,684	1	$10,684
53	2104.502	CLEARING		TREE	$500.00	12	$6,000	12	$6,000
54	2104.502	CLEARING		AC	$8,000.00	1	$8,000	1	$8,000
55	2104.503	GRUBBING		TREE	$300.00	12	$3,600	12	$3,600
56	2104.502	GRUBBING		AC	$5,000.00	1	$5,000	1	$5,000
57	2104.502	REMOVE DRAINAGE STRUCTURE		EACH	$550.00	6	$3,300	6	$3,300
58	2104.503	REMOVE SEWER PIPE (STORM)		LF	$25.00	825	$20,625	825	$20,625
59	2123.61	DOZER WITH OPERATOR		HR	$250.00	50	$12,500	50	$12,500
60	2451.609	GRANULAR BACKFILL (STORM)		TON	$25.00	190	$4,750	190	$4,750
61	2501.502	15" RC PIPE APRON		EACH	$3,000.00	0	$0	0	$0
62	2501.502	24" RC PIPE APRON		EACH	$4,000.00	1	$4,000	1	$4,000
63	2503.503	15" RC PIPE SEWER CLASS V		LF	$70.00	0	$0	0	$0
64	2503.503	24" RC PIPE SEWER CLASS IV		LF	$80.00	825	$66,000	825	$66,000
65	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020		EACH	$5,000.00	5	$25,000	5	$25,000
66	2506.602	CONNECT TO EXISTING STORM SEWER		EACH	$1,500.00	3	$4,500	3	$4,500
67	2506.602	CONNECT TO EXISTING STORM STRUCTURE		EACH	$1,500.00	0	$0	0	$0
68	2511.509	RANDOM RIPRAP, CLASS IV		CY	$130.00	100	$13,000	100	$13,000
69	2573.503	SILT FENCE, TYPE MS		LF	$3.50	1000	$3,500	1000	$3,500
70	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER		LF	$14.00	60	$840	60	$840
71	2574.507	BOULEVARD TOPSOIL BORROW, 4" THICK		CY	$40.00	527	$21,080	527	$21,080
72	2575.604	FUTERRA FIBER MAT, SEED 25-151, FERTILIZER		SY	$2.50	4790	$11,975	4790	$11,975
		PART 5: TRUNK STORM SEWER AND RAVINE IMPROVEMENTS - CONSTRUCTION SUBTOTAL					**$224,354**		**$224,354**
		+15% CONTINGENCY					$33,653		$33,653
		PART 5: TRUNK STORM SEWER AND RAVINE IMPROVEMENTS - CONSTRUCTION TOTAL					**$258,007**		**$258,007**
		+28% LEAF					$72,242		$72,242
		+10% LAND ACQUISITION					$25,801		$25,801
		PART 5: TRUNK STORM SEWER AND RAVINE IMPROVEMENTS - PROJECT TOTAL					**$356,049**		**$356,049**
PART 6: RAINGARDENS									
73	2105.602	RAIN GARDEN		EACH	$12,000.00	6	$72,000	6	$72,000
		PART 6: RAINGARDENS - CONSTRUCTION SUBTOTAL					**$72,000**		**$72,000**
		+15% CONTINGENCY					$10,800		$10,800
		PART 6: RAINGARDENS - CONSTRUCTION TOTAL					**$82,800**		**$82,800**
		+28% LEAF					$23,184		$23,184
		PART 6: RAINGARDENS - PROJECT TOTAL					**$105,984**		**$105,984**

CITY OF INVER GROVE HEIGHTS

64TH STREET AREA IMPROVEMENTS - FEASIBILITY REPORT ENGINEER'S ESTIMATE

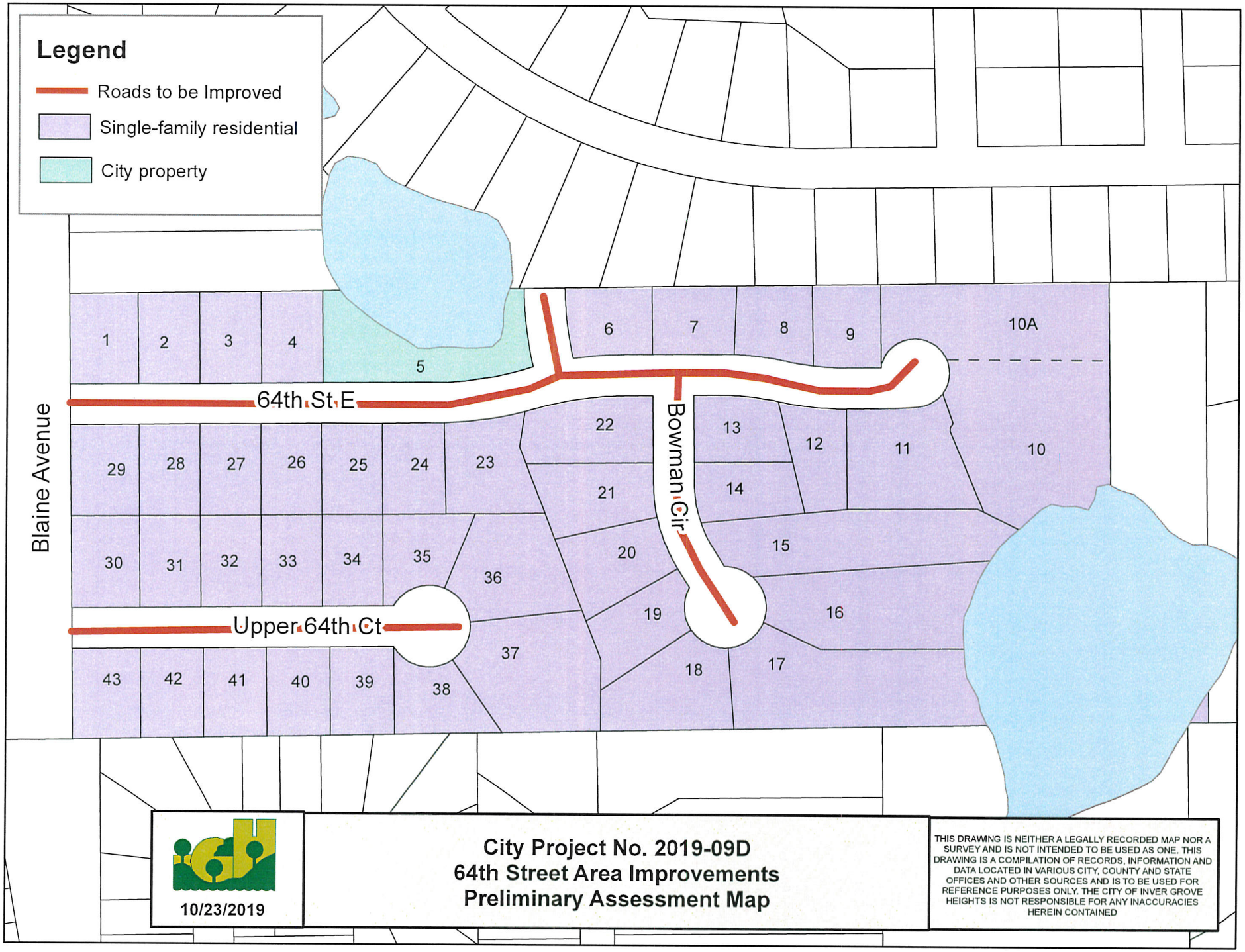
CITY PROJECT NO.: 2019-09D
BMI PROJECT NO. T18.119578
10/23/2019

ITEM NO.	MNDOT SPEC.NO	DESCRIPTION	NOTES	UNIT	UNIT COST	OPTION 1 - SPOT CURB 64TH ST, UPPER 64TH ST BOWMAN CT, BOWMAN CIR		OPTION 2 - FULL CURB 64TH ST, UPPER 64TH ST BOWMAN CT, BOWMAN CIR	
						QUANTITY	AMOUNT	QUANTITY	AMOUNT
PROJECT SUBTOTALS									
		PART "1" - STREETS					$791,550		$1,005,149
		PART "2" - SANITARY SEWER					$68,669		$68,669
		PART "3" - WATERMAIN					$118,658		$118,658
		PART "4" - STORM SEWER					$224,406		$224,406
		PART "5" - TRUNK STORM SEWER AND RAVINE IMPROVEMENTS					$356,049		$356,049
		PART "6" - RAINGARDENS					$105,984		$105,984
PROJECT TOTAL							**$1,665,316**		**$1,878,915**

NOTES:

(P) - PLAN QUANTITY
(EV) - EXCAVATED VOLUME
(CV) - COMPACTED VOLUME
(LV) - LOOSE VOLUME
(1) - CLEAN MATERIAL TO BE DELIVERED TO EVP SITE & SPREAD PER SPECIFICATIONS
(2) - PER CITY DETAIL STM-09
(3) - INCLUDES TRUNCATED DOME PANELS
(4) - INCLUDES REMOVAL OF LEAD PIPE
(5) - INCLUDES NEW LEAD PIPE & CONNECTION TO EXISTING WATERMAIN

Appendix C: Preliminary Assessment Roll


Legend
Roads to be Improved
Single-family residential
City property
Blaine Avenue
64th St E
Bowman Cir
Upper 64th Ct
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10/23/2019
City Project No. 2019-09D
64th Street Area Improvements
Preliminary Assessment Map
THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED

City Project No. 2019-09D - 64th Street Area Improvements
Partial Reconstruction - Option 1 -Spot Curb (Only Storm Sewer in Street)
Preliminary Assessment Roll

Map No.	Propery Type	PID No.	Owner	Site Address	Street & Storm		
					Per Policy Assessment	Benefit CAP*	Proposed Assessment
1	SF	204860201050	THOMAS J MARTIAN	2509 64TH AVE E	$11,346.68	$12,980.00	$11,346.68
2	SF	204860201040	SCOTT CLANCY & KATHERINE HANSEN	2527 64TH AVE	$11,346.68	$12,980.00	$11,346.68
3	SF	204860201030	STEVE & ARDITH DENZER	2543 64TH AVE	$11,346.68	$12,980.00	$11,346.68
4	SF	204860201020	STEVEN & PEARL MOORE	2559 64TH AVE	$11,346.68	$12,980.00	$11,346.68
5	SF	204860201010	CITY OF INVER GROVE HEIGHTS	8150 BARBARA AVE	$70,868.58		$70,868.58
6	SF	204860202010	GARY VOGT	2649 64TH AVE E	$11,346.68	$12,980.00	$11,346.68
7	SF	204860202020	ERIC & DIANE A SWEARINGEN	2671 64TH AVE E	$11,346.68	$12,980.00	$11,346.68
8	SF	204860202030	MOLLY AMUNDSON & DEREK VETSCH	2695 64TH AVE E	$11,346.68	$12,980.00	$11,346.68
9	SF	204860202040	DONALD KUEHN	2713 64TH AVE E	$11,346.68	$12,980.00	$11,346.68
10	SF	203975001020	AUSTEN & ALLISON FRANKLIN	2727 64TH AVE E	$11,346.68	$12,980.00	$11,346.68
10A	SF	ADMIN. LOT SPLIT	AUSTEN & ALLISON FRANKLIN	2727 64TH AVE E	$11,346.68	$12,980.00	$11,346.68
11	SF	203975001010	RONALD & DIANE STUDER	2720 64TH AVE E	$11,346.68	$12,980.00	$11,346.68
12	SF	204860202060	JAMES & MARY BETH BACKSTROM	2706 64TH AVE E	$11,346.68	$12,980.00	$11,346.68
13	SF	204860202070	NEALE & ANNE LEHMKUHL	6420 BOWMAN CIR	$11,346.68	$12,980.00	$11,346.68
14	SF	204860202080	DOUGLAS & LYNNE SOVINSKI	6434 BOWMAN CIR	$11,346.68	$12,980.00	$11,346.68
15	SF	204860202090	LINDA RIVARD	6452 BOWMAN CIR	$11,346.68	$12,980.00	$11,346.68
16	SF	204860202100	GERALD & ELIZABETH LANG	6470 BOWMAN CIR	$11,346.68	$12,980.00	$11,346.68
17	SF	204860202110	ROBERT & SANDRA LISSICK	6490 BOWMAN CIR	$11,346.68	$12,980.00	$11,346.68
18	SF	204860202120	CHASE WHITE	6483 BOWMAN CIR	$11,346.68	$12,980.00	$11,346.68
19	SF	204860202130	KATRINA THOMAS & ROBERT SCHOONOVER	6469 BOWMAN CIR	$11,346.68	$12,980.00	$11,346.68
20	SF	204860202140	TIMOTHY & BARBARA HIGGINS	6453 BOWMAN CIR	$11,346.68	$12,980.00	$11,346.68
21	SF	204860202150	DONOVAN & TEAL GRUEBELE	6437 BOWMAN CIR	$11,346.68	$12,980.00	$11,346.68
22	SF	204860202160	AARON & HEIDI ORNELAS	6421 BOWMAN CIR	$11,346.68	$12,980.00	$11,346.68
23	SF	204860202170	DAVID RUCKMAR	2612 64TH AVE E	$11,346.68	$12,980.00	$11,346.68
24	SF	204860202180	PRESTON & KELSEY KACKMAN	2594 64TH AVE E	$11,346.68	$12,980.00	$11,346.68
25	SF	204860202190	SCOTT & ROSE ELLIOTT	2578 64TH AVE E	$11,346.68	$12,980.00	$11,346.68
26	SF	204860202200	LUCAS & RACHEL BOEHM	2560 64TH AVE E	$11,346.68	$12,980.00	$11,346.68
27	SF	204860202210	TIMOTHY & SUSAN WANZEK	2544 64TH AVE E	$11,346.68	$12,980.00	$11,346.68
28	SF	204860202220	WILLIAM SR & LINDA KRODEL	2528 64TH AVE E	$11,346.68	$12,980.00	$11,346.68
29	SF	204860202230	RAY & JANE WEBER	2510 64TH AVE E	$11,346.68	$12,980.00	$11,346.68
30	SF	204860202240	BRIAN & KATHLEEN SIMS	2511 UPPER 64TH CT E	$11,346.68	$12,980.00	$11,346.68
31	SF	204860202250	ANNE TODD	2529 UPPER 64TH CT E	$11,346.68	$12,980.00	$11,346.68
32	SF	204860202260	NICHOLAS MESENBOURG	2545 UPPER 64TH CT E	$11,346.68	$12,980.00	$11,346.68
33	SF	204860202270	CLARICE ROSEN	2561 UPPER 64TH CT E	$11,346.68	$12,980.00	$11,346.68
34	SF	204860202280	GARY & MARY GARFIELD	2577 UPPER 64TH CT E	$11,346.68	$12,980.00	$11,346.68
35	SF	204860202290	CHARLES ENGREM & ANNA HOFFMANN	2595 UPPER 64TH CT E	$11,346.68	$12,980.00	$11,346.68
36	SF	204860202300	DANIEL & THERESA COLLINS	2611 UPPER 64TH CT E	$11,346.68	$12,980.00	$11,346.68
37	SF	204860202310	JEFFREY & KRISTIN CHRISTIANSEN	2614 UPPER 64TH CT E	$11,346.68	$12,980.00	$11,346.68
38	SF	204860202320	DAVID RAVN	2596 UPPER 64TH CT E	$11,346.68	$12,980.00	$11,346.68
39	SF	204860202330	STEVEN & BARBARA DOMEIER	2580 UPPER 64TH CT E	$11,346.68	$12,980.00	$11,346.68
40	SF	204860202340	LAURA & JOSEPH JANQUART	2562 UPPER 64TH CT E	$11,346.68	$12,980.00	$11,346.68
41	SF	204860202350	RICHARD & SUSAN ROWELL	2546 UPPER 64TH CT E	$11,346.68	$12,980.00	$11,346.68
42	SF	204860202360	JAMES & ANNETTE GERTEN	2530 UPPER 64TH CT E	$11,346.68	$12,980.00	$11,346.68
43	SF	204860202370	LYDIA SANCHEZ	2512 UPPER 64TH CT E	$11,346.68	$12,980.00	$11,346.68

* Benefit Analysis CAP applies to street & storm assessment only.

$558,775.82

City Project No. 2019-09D - 64th Street Area Improvements
Partial Reconstruction - Option 2 -Full Curb (Only Storm Sewer in Street)
Preliminary Assessment Roll

Map No.	Propery Type	PID No.	Owner	Site Address	Street & Storm		
					Per Policy Assessment	Benefit CAP*	Proposed Assessment
1	SF	204860201050	THOMAS J MARTIAN	2509 64TH AVE E	$13,732.25	NA	$13,732.25
2	SF	204860201040	SCOTT CLANCY & KATHERINE HANSEN	2527 64TH AVE	$13,732.25	NA	$13,732.25
3	SF	204860201030	STEVE & ARDITH DENZER	2543 64TH AVE	$13,732.25	NA	$13,732.25
4	SF	204860201020	STEVEN & PEARL MOORE	2559 64TH AVE	$13,732.25	NA	$13,732.25
5	SF	204860201010	CITY OF INVER GROVE HEIGHTS	8150 BARBARA AVE	$85,768.30	NA	$85,768.30
6	SF	204860202010	GARY VOGT	2649 64TH AVE E	$13,732.25	NA	$13,732.25
7	SF	204860202020	ERIC & DIANE A SWEARINGEN	2671 64TH AVE E	$13,732.25	NA	$13,732.25
8	SF	204860202030	MOLLY AMUNDSON & DEREK VETSCH	2695 64TH AVE E	$13,732.25	NA	$13,732.25
9	SF	204860202040	DONALD KUEHN	2713 64TH AVE E	$13,732.25	NA	$13,732.25
10	SF	203975001020	AUSTEN & ALLISON FRANKLIN	2727 64TH AVE E	$13,732.25	NA	$13,732.25
10A	SF	ADMIN. LOT SPLIT	AUSTEN & ALLISON FRANKLIN	2727 64TH AVE E	$13,732.25	NA	$13,732.25
11	SF	203975001010	RONALD & DIANE STUDER	2720 64TH AVE E	$13,732.25	NA	$13,732.25
12	SF	204860202060	JAMES & MARY BETH BACKSTROM	2706 64TH AVE E	$13,732.25	NA	$13,732.25
13	SF	204860202070	NEALE & ANNE LEHMKUHL	6420 BOWMAN CIR	$13,732.25	NA	$13,732.25
14	SF	204860202080	DOUGLAS & LYNNE SOVINSKI	6434 BOWMAN CIR	$13,732.25	NA	$13,732.25
15	SF	204860202090	LINDA RIVARD	6452 BOWMAN CIR	$13,732.25	NA	$13,732.25
16	SF	204860202100	GERALD & ELIZABETH LANG	6470 BOWMAN CIR	$13,732.25	NA	$13,732.25
17	SF	204860202110	ROBERT & SANDRA LISSICK	6490 BOWMAN CIR	$13,732.25	NA	$13,732.25
18	SF	204860202120	CHASE WHITE	6483 BOWMAN CIR	$13,732.25	NA	$13,732.25
19	SF	204860202130	KATRINA THOMAS & ROBERT SCHOONOVER	6469 BOWMAN CIR	$13,732.25	NA	$13,732.25
20	SF	204860202140	TIMOTHY & BARBARA HIGGINS	6453 BOWMAN CIR	$13,732.25	NA	$13,732.25
21	SF	204860202150	DONOVAN & TEAL GRUEBELE	6437 BOWMAN CIR	$13,732.25	NA	$13,732.25
22	SF	204860202160	AARON & HEIDI ORNELAS	6421 BOWMAN CIR	$13,732.25	NA	$13,732.25
23	SF	204860202170	DAVID RUCKMAR	2612 64TH AVE E	$13,732.25	NA	$13,732.25
24	SF	204860202180	PRESTON & KELSEY KACKMAN	2594 64TH AVE E	$13,732.25	NA	$13,732.25
25	SF	204860202190	SCOTT & ROSE ELLIOTT	2578 64TH AVE E	$13,732.25	NA	$13,732.25
26	SF	204860202200	LUCAS & RACHEL BOEHM	2560 64TH AVE E	$13,732.25	NA	$13,732.25
27	SF	204860202210	TIMOTHY & SUSAN WANZEK	2544 64TH AVE E	$13,732.25	NA	$13,732.25
28	SF	204860202220	WILLIAM SR & LINDA KRODEL	2528 64TH AVE E	$13,732.25	NA	$13,732.25
29	SF	204860202230	RAY & JANE WEBER	2510 64TH AVE E	$13,732.25	NA	$13,732.25
30	SF	204860202240	BRIAN & KATHLEEN SIMS	2511 UPPER 64TH CT E	$13,732.25	NA	$13,732.25
31	SF	204860202250	ANNE TODD	2529 UPPER 64TH CT E	$13,732.25	NA	$13,732.25
32	SF	204860202260	NICHOLAS MESENBOURG	2545 UPPER 64TH CT E	$13,732.25	NA	$13,732.25
33	SF	204860202270	CLARICE ROSEN	2561 UPPER 64TH CT E	$13,732.25	NA	$13,732.25
34	SF	204860202280	GARY & MARY GARFIELD	2577 UPPER 64TH CT E	$13,732.25	NA	$13,732.25
35	SF	204860202290	CHARLES ENGREM & ANNA HOFFMANN	2595 UPPER 64TH CT E	$13,732.25	NA	$13,732.25
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38	SF	204860202320	DAVID RAVN	2596 UPPER 64TH CT E	$13,732.25	NA	$13,732.25
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42	SF	204860202360	JAMES & ANNETTE GERTEN	2530 UPPER 64TH CT E	$13,732.25	NA	$13,732.25
43	SF	204860202370	LYDIA SANCHEZ	2512 UPPER 64TH CT E	$13,732.25	NA	$13,732.25

* Benefit Analysis CAP applies to street & storm assessment only.

$676,255.05

Appendix D: Questionnaire Responses

Address	Sump Pump	Pump Runs	Drains To	Sump Basket	Exterior Drain Tiles	French Drains	Water Seepage	Explain Seepage	Private UG Facility	Drainage Issues	Drainage Issue Comments	Roadside Rain Garden	Additional Comments
2595 Upper 64th	Yes	After Rain, Seasonally	East Side	-	Yes	Yes	Yes	Signs of exterior wall seapage in basement	No	Yes	Backyard very wet. Stays wet.	Yes	-
2611 Upper 64th	No	-	-	-	No	No	No	-	No	Yes	Washout occurs at bottom of lot	Yes	Who petitioned? We weren't asked to sign? A SASE would be nice.
2578 64th St	No	-	-	-	No	No	No	-	Irrigation	No	-	Yes	Sprinkler heads within 1' of curb.
2509 64th St	Yes (2)	Never	East/West	-	No	No	No	-	Irrigation	No	-	Yes	-
2510 64th St	Yes	Regularly	Basement	No	No	No	No	-	Irrigation	No	-	Yes	-
2528 64th St.	Yes	Never	-	No	No	No	No	-	Irrigation	No	-	Yes	-
2560 64th St	No	-	-	-	No	No	Yes	Once, 6 years ago. Freeze/thaw.	Irrigation	No	-	Yes	Interested in environmentally friendly landscaping options
2706 64th St	Yes	Seasonally	East	No	Yes	No	No	-	No	No	-	Yes	Culdesac at end of road is depicted incorrectly.
2511 Upper 64th Ct	Yes	After Rain	Backyard	No	Yes	No	No	-	Irrigation	No	-	No	-
2545 Upper 64th Ct	Yes	Seasonally	East	No	Yes	No	Yes	During heavy rain	Electric	Yes	Heavy Rain. From house to west of house	No	-
2561 Upper 64th Ct	Yes	After Rain	Back/West	Yes	Yes	-	Yes	Garage Corner	Irrigation Electric	Yes	Sump pump drains heavily across yard	Yes	Person with mobility issues lives in home, would like continuous access to home during construction
2577 Upper 64th Ct	Yes	Seasonally	Backyard	No	Yes	No	No	-	Irrigation	Yes	Backyard gets very soggy after rain/spring	Yes	
6470 Bowman Cir	No	-	-	-	Yes	No	No	-	Irrigation	No	-	No	-
94690 Bowman Cir	No	-	-	-	No	No	No	-	Irrigation	Yes	Yard doesn't drain by curb -> sand from plow	No	Would like to discuss property drainage with staff

Appendix E: Informational Meeting Summary

Open House Summary of Major Comments
64th Street Area Feasibility Information Meeting
October 17, 2019

- There were 18 people in attendance from 15 households.
- There were no residents opposed to the project
- It appeared that all residents in attendance felt that the project was warranted given the poor pavement condition.
- Residents near the east terminus of 64th Street East were vocal that they did not want the road to be extended and a culdesac installed. This was discussed at a preliminary level in order to gauge interest.
- There were comments from the residents that they hoped that this project moved forward and did not get delayed.
- Residents were curious about the special assessment amounts and funding mechanisms for the project. Staff described the City's policy for financing pavement management projects.
- Residents were interested in the schedule and procedure for the project approvals.
- Residents were curious why they could not provide partial payment of the special assessment up front and have the remainder put on the County tax roll.

QUESTION
Are sewers being replaces? How long do they typically last?

ANSWER
Typical life spans of underground utilities vary significantly depending on the soil conditions, size and type of the pipe, and the material being conveyed. A useful life of a clay sanitary sewer is 80 years or so. We can extend the life of the pipe significantly with trenchless rehabilitation like slip lining.

QUESTION
Have the two neighborhood ponds been tested for water quality?

ANSWER
No, this was not in the scope for this project.

QUESTION
Do people get to pick and choose if and how much curb gets replaced?

ANSWER
The option of replacing all of the curb was presented to the group as an option based on a resident inquiry. However, staff is only recommending 'spot' curb and gutter removal. If the residents request full curb replacement, 100% of the additional costs would be assessed. This additional amount is estimated at $2,384 per parcel. Residents showed little interest once presented the information. In addition, the curb color differentiation is not an issue after 3-5 years of weathering.

QUESTION
Can all the curb get sprayed the same color?

ANSWER
This is not necessary. While the next and existing curb will definitely look different after construction, the white cure will fade over 3-5 years at which point the curb color difference will not be noticeable.

QUESTION
Is there coordination with private utility companies so that the pavement isn't cut open shortly after the road is completed?

ANSWER
Yes, the project team will host a private utility coordination meeting during the final design of the project. The group will ask that all private utility companies perform their work in conjunction with the project.

QUESTION
Would work at the end of 64th Street increase project costs?

ANSWER
It depends if and what type of improvements are included in the project. It is hard to say without knowing the extent of the improvements.

QUESTION
How long with the project last?

ANSWER
A project like this will typically take 2-3 months. Weather plays a significant part in how long the project will take. Also, we will give the contractor a large window, April to October, to perform the work; a small window of 3 months will be given from the time they decide to start.

QUESTION
How big is this project compared to Atwater Path?

ANSWER
It is a larger project area. The scope of the improvements is very similar – full depth reclamation with spot curb and gutter replacement.

QUESTION
How is driveway access managed?

ANSWER
Access is managed by the Contractor. There may be delays getting to and from during the day but access will always be available by the evening. A FDR with spot curb repairs typically has much fewer impacts than a full reconstruction.

QUESTION
Will the City provide a 'guarantee' for the workmanship and quality of the road long-term?

ANSWER
We do not provide a formal guarantee. However, we use the latest specifications and provide full-time inspection and materials testing to ensure the road is built to

the necessary standards. You could look at previous project areas to see how they have aged.

QUESTION
Will mailboxes move?

ANSWER
This is ultimately a decision of the postmaster. It is not likely given the scope of the project.

QUESTION
Is there a benefit to paying the special assessment up front in full?

ANSWER
Yes, you would not be paying any interest on the assessment amount.

QUESTION
Being there is neighborhood support for the project, how many people would it take to put a stop to the project. Is there a magic number of 'x' number of people showed up and asked council not to proceed?

ANSWER
At this point, there is no magic number. It is a council decision whether or not to move the project forward.

LEVANDER, GILLEN & MILLER, P.A.
ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
KORINE L. LAND
DONALD L. HOEFT
BRIDGET McCAULEY NASON
PETER G. MIKHAIL
TONA T. DOVE
AARON S. PRICE
DAVID L. SIENKO
CASSANDRA C. WOLFGRAM
DEBRA M. NEWEL
CASSANDRA J. BAUSTISTA

MEMO

TO: **Mayor and Councilmembers**
FROM: **Timothy J. Kuntz**
DATE: **October 24, 2019**
RE: **Conservation Easement for Outlot B, Amberwood**

Section 1. Background. With respect to the plat of Amberwood, one of the conditions was that there be a conservation easement over Outlot B, Amberwood.

Attached to this memo is the following:

- Undisturbed Natural Area/Open Space Easement Agreement for Outlot B, Amberwood

Section 2. Requested Action. This item is the consent agenda for the October 28th council meeting.

UNDISTURBED NATURAL AREA/OPEN SPACE EASEMENT AGREEMENT FOR OUTLOT B, AMBERWOOD

THIS UNDISTURBED NATURAL AREA/OPEN SPACE EASEMENT AGREEMENT FOR OUTLOT B, AMBERWOOD ("Easement Agreement") is made this ____ day of _____, 2019, by and among Amberwood, LLC, a Minnesota limited liability company, hereinafter referred to as "Grantor" and City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City". 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
TERMS

1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below. All other capitalized terms shall have the meaning given to them in the Development Contract.

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

1.3 Grantor. "Grantor" means Amberwood, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Property. "Property" means the following property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

> Outlot B, Amberwood, according to the plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota;

1.5 Undisturbed Natural Area/Open Space. "Undisturbed Natural Area/Open Space" means that portion of the Property legally described and depicted on the attached **Exhibit A.**

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

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

If to City:	City of City of Inver Grove Heights Attention: City Administrator 8150 Barbara Avenue Inver Grove Heights, MN 55077
If to Grantor:	Amberwood, LLC c/o
With copy to:	Amberwood HOA

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

1.7 **Development Contract**. "Development Contract" means that certain Development Contract for the plat of Amberwood between City and Grantor dated September 23, 2019.

1.8 **Lots**. "Lots" means the buildable lots contained in Amberwood described on the attached Exhibit B.

1.9 **Lot Owners**. "Lot Owners" means the fee title owners of the Lots.

ARTICLE 2
RECITALS

2.1 Grantor owns Outlot B, Amberwood.

2.2 Grantor intends to transfer Outlot B, Amberwood to a homeowner's association created pursuant to a declaration of covenants to bind Amberwood.

2.3 Grantor has marketable fee title to Outlot B, Amberwood.

2.4 The parties wish to enter into an agreement which will grant to the City conservation and open space easement for conservation and preservation of the terrain and vegetation over the Undisturbed Natural Area/Open Space.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged, and in consideration of the agreements contained herein, it is agreed by the parties as follows:

ARTICLE 3

WARRANTIES AND REPRESENTATIONS OF GRANTOR

3.1 Grantor owns Outlot B, Amberwood.

3.2 Grantor has marketable fee title to Outlot B, Amberwood.

3.3 Grantor is the fee title owner of the Undisturbed Natural Area/Open Space contained within Outlot B, Amberwood

3.4 With respect to the Undisturbed Natural Area/Open Space, Grantor represents and warrants as follows:

a.) That Grantor has not used, employed, deposited, stored, disposed of, placed or otherwise knowingly allowed to come in or on the Undisturbed Natural Area/Open Space, any hazardous substance, hazardous waste, pollutant, or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. § 9601, et seq., or Minn. Stat., Sec. 115B.01, et seq. (such substances, wastes, pollutants, and contaminants hereafter referred to as "Hazardous Substances");

b.) That Grantor has not knowingly allowed any other person to use, employ, deposit, store, dispose of, place or otherwise have, in or on the Undisturbed Natural Area/Open Space, any Hazardous Substances;

c.) To the best of Grantor's knowledge, no previous owner, occupant or possessor of the Undisturbed Natural Area/Open Space, deposited, stored, disposed of, placed, or otherwise allowed in or on the Undisturbed Natural Area/Open Space, any Hazardous Substances.

ARTICLE 4
GRANT OF PERPETUAL CONSERVATION AND OPEN SPACE EASEMENT OVER UNDISTURBED NATURAL AREA/OPEN SPACE

4.1 Grant of perpetual Conservation and Open Space Easement over Undisturbed Natural Area/Open Space. Subject to the terms and conditions contained herein, Grantor hereby grants to the City, and its successor and assigns forever, a perpetual Conservation and Open Space Easement in, under, on, over and through the Undisturbed Natural Area/Open Space for conservation and preservation of the terrain and vegetation, and to prohibit certain destructive acts in, under, on, over and through the Undisturbed Natural Area/Open Space. The City hereby accepts such easement.

4.2 Perpetual Duration. The duration of the Conservation and Open Space Easement with respect to the Undisturbed Natural Area/Open Space is perpetual.

4.3 Preservation Predominately in Undisturbed Natural Condition. Except as otherwise stated in this Easement Agreement, the Undisturbed Natural Area/Open Space shall be

preserved predominately in its undisturbed natural condition and shall not be used in such a manner which would change or alter the undisturbed natural condition of the Undisturbed Natural Area/Open Space.

4.4 Restrictions. Except as necessary for grading, landscaping, and construction of streets, water, sanitary sewer, storm water, pedestrian trails and other utilities as may be described and depicted in the Development Plans in the Development Contract and except as otherwise stated in this Easement Agreement, the following terms, conditions, covenants and restrictions apply to the Undisturbed Natural Area/Open Space:

a.) No structures, buildings or fences shall be constructed, erected, or placed upon, above or beneath the Undisturbed Natural Area/Open Space without the prior written consent of the City.

b.) No vehicles, playground equipment, playground facilities or other equipment shall be operated, stored, placed upon, or parked on the Undisturbed Natural Area/Open Space without the prior written consent of the City.

c.) No earth, loam, peat, gravel, soil or any other natural material or substance shall be moved to or removed from the Undisturbed Natural Area/Open Space without the prior written consent of the City. There shall be no dredging, drilling, mining of any nature whatsoever of the Undisturbed Natural Area/Open Space.

d.) No soil, sand, gravel or other substance or material as landfill shall be placed, dumped or stored upon the Undisturbed Natural Area/Open Space without the prior written consent of the City. There shall be no waste, trash or garbage placed, dumped or stored upon the Undisturbed Natural Area/Open Space.

e.) No trees, shrubs, or other vegetation shall be planted upon the Undisturbed Natural Area/Open Space and no trees, shrubs, or other vegetation shall be removed from the Undisturbed Natural Area/Open Space without the prior written consent of the City; provided, however, noxious weeds, junk, litter and diseased, dead and downed trees and trees that pose a danger to person and property may be removed without obtaining any written consent from the City.

f.) No change in the general topography or grade of the Undisturbed Natural Area/Open Space, including, but not limited to, excavation, dredging, movement, or removal or placement of soil, shall be allowed without the prior written consent of the City.

g.) Except to remove noxious weeds, the areas within the Undisturbed Natural Area/Open Space shall not be mowed or cultivated without obtaining written consent from the City.

h). Neither Grantor nor any homeowner's association created pursuant to any declaration of covenants binding Amberwood shall allow or permit the Lot Owners or member-

owners of such homeowners' association to violate the restrictions and prohibitions set forth herein.

4.5 Enforcement. Without prejudice to the City or waiver of rights, primary enforcement of the terms and restrictions and prohibitions set forth herein shall belong to and be the obligation of Grantor and Grantor's successor, including any homeowners' association created pursuant to any declaration of covenants binding Amberwood.

4.6 Exceptions to Restrictions. The following are exceptions to the restrictions set forth in Section 4.4:

a.) Nothing contained herein shall impair any right of City or Grantor now held or hereafter acquired to construct or maintain public utilities within public drainage and utility easements to the extent depicted in the Development Plans that are also in or on the Undisturbed Natural Area/Open Space.

b.) Nothing contained herein shall restrict the rights of the City to use the Undisturbed Natural Area/Open Space in the manner set forth in Article 7 hereof.

4.7 Maintenance Obligations of Grantor. The following are the maintenance obligations of Grantor with respect to the Undisturbed Natural Area/Open Space:

a.) If the City determines that any tree(s), alive or dead, in the Undisturbed Natural Area/Open Space poses a potential danger, then upon request of the City the Grantor, at its own cost and expense, shall remove such tree(s).

b.) The Grantor shall be responsible for removing noxious weeds, junk, litter and diseased trees from the Undisturbed Natural Area/Open Space.

c.) The Grantor shall maintain the Undisturbed Natural Area/Open Space subject to the provisions stated herein.

d.) The Grantor shall maintain and repair the Corner Posts referenced in Article 5 hereof and the Grantor shall not remove the Corner Posts. If the Corner Posts become dilapidated, the Grantor shall replace the Corner Posts.

4.8 Obligation For Maintenance Notwithstanding Public Easement. The Grantor agrees that its obligation relating to maintenance of the Undisturbed Natural Area/Open Space and relating to complying with the terms and provisions of this Easement Agreement exists notwithstanding the public easements within the Undisturbed Natural Area/Open Space.

ARTICLE 5
OTHER DUTIES AND OBLIGATIONS

5.1 Indemnification of City By Grantor. Grantor shall indemnify, defend, and hold the City harmless, against any and all loss, costs, damage and expense, including reasonable attorneys

fees and costs, resulting from Grantor's breach of the warranties and representations in Article 3 hereof.

5.2 Further Indemnification of City By Grantor. The Grantor 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 the failure by the Grantor to observe or perform any covenant, condition, obligation or agreement on, its part to be observed or performed under this Easement Agreement.

5.3 Installation of Corner Posts. Before construction commences on the Property, the Grantor shall install silt fences around the boundaries of the Undisturbed Natural Area/Open Space. Before construction commences on the Property, Grantor shall install stakes to demarcate the boundaries of the Undisturbed Natural Area/Open Space.

Grantor, at its sole cost and expense, shall construct and install permanent four (4) inch by four (4) inch posts ("Corner Posts") at the boundaries of the Undisturbed Natural Area/Open Space. The exact location of the Corner Posts and the number of Corner Posts shall be as shown on the Sign and Lighting Plan for Amberwood on file with the City prepared by Pioneer Engineering and revised August 28, 2019 and approved by the City on August 28, 2019. The Corner Posts may be metal stakes, if the types of metal stakes are approved by the City Planner.

The Grantor shall maintain the Corner Posts after installation.

ARTICLE 6
LICENSE TO ENTER

6.1 License to Enter. City hereby grants to the Grantor a temporary right and license to enter the Natural Area/Open Space for the purpose of performing the maintenance obligations described herein relating to the Natural Area/Open Space for the duration of the performance of the maintenance. The Grantor hereby grants the City a temporary right and license to enter the Property for the purpose of performing maintenance of the Natural Area/Open Space for the duration of the performance of the maintenance.

ARTICLE 7
CITY USE OF THE UNDISTURBED NATURAL AREA/OPEN SPACE

7.1 Other Rights of City. Notwithstanding anything to the contrary contained herein, the City, in its sole discretion, within the Undisturbed Natural Area/Open Space may:

a.) Install, construct and maintain improvements to assure the safe condition of the public utilities and storm water facilities solely within the drainage and utility easements located within the Undisturbed Natural Area/Open Space; and

b.) Install, construct and maintain public utilities and storm water facilities solely within drainage and utility easements located within the Undisturbed Natural Area/Open Space.

ARTICLE 8
CITY REMEDIES FOR NONCOMPLIANCE

8.1 Remedies At Law. If the Grantor does not comply with this Easement Agreement, the City shall have all remedies available to it at law and in equity; provided however, the City shall not be entitled to consequential damages or natural resources damages. In addition, the City shall have such further remedies as stated in this Article 8. No remedy herein conferred upon or reserved to the City shall be exclusive from any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Easement Agreement for 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 noncompliance or 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.

8.2 Notice of Non-Compliance; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable 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 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 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 such 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 8.3 and 8.4 with respect to the billing, collection and/or tax certification of such costs.

8.3 Payment of Costs Incurred by City. If the Grantor fail to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice or such other reasonable time as provided in Section 8.2, 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 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.

8.4 Certification of Costs Payable With Taxes. If payment is not made as provided in Section 8.3, the City may certify to Dakota County the amounts due as payable with the real estate taxes in the next calendar year for the Lots; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The costs shall be equally allocated among the Lots. The Lot Owners waive any and all procedural and substantive objections to the imposition of such usual and customary charges. The Lot Owners 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. The Lot Owners waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Lot Owners acknowledge that the benefit 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 lot where the City performed the maintenance.

ARTICLE 9
MISCELLANEOUS

9.1 Recording of Easement Agreement. Contemporaneous with the recording of the plat of Amberwood, this Easement Agreement shall be filed, at the Grantor's expense, with the Dakota County Recorder's Office.

9.2 No Third Party Recourse. Third parties shall have no recourse against the City or Grantor under this Easement Agreement.

9.3 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Easement Agreement shall run with the Property and the Lots and the Undisturbed Natural Area/Open Space and shall be binding upon the parties and their heirs, successors, administrators and assigns of the parties.

The parties also agree that this Easement Agreement shall run with and be binding upon all after-acquired title of the Grantor with respect to the Property and the Lots.

9.4 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.

9.5 Governing Law. This Easement Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

9.6 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.

9.7 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, City and Grantor have caused this Easement Agreement to be executed as of the day and year aforesaid.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn did say that they are respectively the Mayor and City Administrator and Deputy Clerk of the City of Inver Grove Heights, the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipal corporation 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 municipal corporation.

_____
Notary Public

GRANTOR:
AMBERWOOD, LLC

By: _____

Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the chief manager of Amberwood, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Amberwood, LLC by authority of the managers and members of Amberwood, LLC.

_____
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
UNDISTURBED NATURAL AREA/OPEN SPACE EASEMENT
LEGAL DESCRIPTION

Outlot B, Amberwood, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF 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.

AGENDA ITEM 4U

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

PERSONNEL ACTIONS

Meeting Date:	October 28, 2019
Item Type:	Consent Agenda
Contact & Reviewed by:	Janet Shefchik, HR Manager
Prepared by:	Cora Bauer

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED
Staff requests that Council confirm and approve the personnel actions listed below:

Full-Time Employment:
Luke Steenberg, Combination Inspector

Temp/Seasonal Parks/Recreation/VMCC:
Shelly Milton, PD Office Support
Geena Hardie, Recreation Specialist
Magda Hanna, Child Care Worker
Laura Perry, Fitness Position

Voluntary Resignations and/or Terminations:
Brett Rannow, Recreation Specialist

AGENDA ITEM 7A

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

Consider Inver Grove Heights CVB 2020 Budget

Meeting Date:	October 28, 2019
Item Type:	Consent
Contact:	Eric Satre, CVB Director 651-451-2266 x1030
Prepared by:	Eric Satre, CVB Director
Reviewed by:	Heather Rand, Community Development Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider the Inver Grove Heights CVB 2020 budget for approval.

SUMMARY:

Inver Grove Heights Convention & Visitors Bureau
2020 Budget

Inver Grove Heights Convention & Visitors Bureau
Mission: To market and promote Inver Grove Heights to visitors; to maintain and stimulate the community's economic vitality.

Vision: To generate measurable lodging tax growth and tourism and hospitality related to economic impact for the City of Inver Grove Heights.

CVB purpose: The purpose of the CVB is to market and promote the City for tourism, promote hotels and venues for leisure and group travel, develop local partnerships for mission advancement, and represent the destination as a key resource and community leader.

October 17 CVB Board meeting summary: The Board of Directors met on October 17, 2019 and approved the 2020 CVB Budget.

The recommendations from the board to present at city council are as follows:

1. After a slow start in Q1, 2019, revenues have increased since the Palace Inn opened in April. Record lodging taxes occurred in July and August. This trend is expected to continue through November. Actual 2019 revenues are expected to exceed last year by 5% but short of 2019 budgeted revenue. In Q4, the CVB Board has been monitoring revenue-to-expenses at monthly board meetings to maintain a healthy balance.
2. The 2020 budget is presented as a zero-base budget based on an increase in lodging tax revenues in addition to funds from Explore Minnesota Tourism grant money and CVB reserve fund.
3. The 2020 budgeted expenses are similar to 2019 with a few exceptions:
    - Increase in administrative salary to match market value; subject to annual review by CVB Board
    - Discontinue billboard advertising
    - Increase in design & marketing services for new city tourism map

4. Serving on the CVB Board of Directors are: Kim Koenig, Chair (Hotel) Microtel Inver Grove Heights; Katrina Nooner, Vice Chair (Hotel) Holiday Inn Express; Joe Harms, Treasurer (IGH Business Rep.) Mississippi Pub/River Heights Marina; Jodie Miller, Secretary (IGH Business Rep.), Town Square Television; Brett Rose (Hotel) AmericInn Inver Grove Heights; Heather Rand (City Representative), City of Inver Grove Heights; Samantha Sommers (Chamber Rep-Attraction), Mall of America.

IGH CVB 2019 Budget	2019 Approved Budget	2020 Draft Budget	Comments
REVENUES			
Lodging Tax Revenue	148,000	149,000	2020 is first full year with four hotels
Other Revenues			
Investment Earnings			
Explore Minnesota Tourism (EMT) Grant	7,000	7,000	
Advertisement Revenue			
State Fair Ticket Sales Reimbursement		1,000	
Reserve Transfer	12,700	8,600	
TOTAL REVENUE	**$ 167,700**	**$ 165,600**	
EXPENSES			
Administration - Professional Services			
Salary & Related Expenses (Salary, Payroll Taxes, Benefits)	67,500	72,500	Increase to match market value; subject to annual end of the year review by CVB board of directors
Email Hosting	200	250	
Rental/Office Lease/Equipment	3,000	3,000	
City Service Fee (5%)	7,400	7,400	
Telephone	400	400	
Postage & Delivery	800	400	
Office Supplies/Programs/Photocopying/Other	400	750	
Travel (Mileage & Parking)	1,500	400	
Meals and Lodging	1,100	1,100	
Professional Conferences & Seminars	1,500	1,500	2020 Conferences: Explore MN Tourism (February) Midwest Travel Network (June), MACVB (Jun & Oct), & Misc.
Total Administrative Expenses	**$ 83,800**	**$ 87,700**	
Professional Memberships-Dues, Licenses & Subscriptions			
MN Assn. of CVBs membership	500	650	
MN Tourism Connection membership	400	600	
Destinations International	600	0	

Total Professional Membership Expenses	**$ 1,500**	**$ 1,250**	
Marketing/Advertising			
Marketing Projects, Partner Sponsorships, Content Creation	10,700	7,000	Video filming and production, sponsorships, branded materials
Smith Travel Research (STR) Reports		1,100	Measures local hotel performance
CVB Travel Blogs		2,400	Two articles/month written by experienced local travel blogger.
E-newsletter service (constant contact)	800	800	
E&M Publishers, Inc.	1,000	1,000	CVB Ad for Chamber South Metro Living Guide
Design & Marketing Services	10,000	18,000	Creative design for ads, marketing campaigns, and new city tourism map
Contest Packages and Marketing		250	Prize for best photo contest, etc.
Explore Minnesota Tourism (EMT) Ad	400	400	For enhanced listing on EMT website
Explore Minnesota Tourism (EMT) Grant Advertising	21,000	21,000	CVB ad spend to qualify for grant money
Explore Minnesota Tourism (EMT) Metro Tourism Marketing	4,500	4,500	CVB partner buy-in
Out of Home Advertising (Billboard)	11,200	0	Discontinue billboards
Social Media	600	600	Social media boosts
St. Paul Arena Company (Xcel Energy Center Website)	2,400	2,400	Website ad and listing
Visitors Guide	2,000	0	
Website Maintenance & Plug-ins	1,300	1,300	VisitIGH.com website hosting and maintenance
Inver Grove Heights Hockey Assn.	500	500	Hockey arena dasher board renewal
Holiday in the Heights Sponsorship		500	Event sponsorship.
Minnesota State Fair-Lodging Package		2,200	Promotional package
Have Fun Biking Print Publication	3,400	3,400	Ad and full-page city bike map
Minnesota Biking Print Guide	2,100	2,100	Explore MN Tourism ¼ page ad
Minnesota Vikings Magazine	7,500	7,500	Training Camp Playbook full page ad
Total Marketing Expenses	**$82,400**	**$76,650**	
TOTAL EXPENSES	**$167,700**	**$165,600**	
NET = Revenues - Expenses	**$0**	**$0**	

AGENDA ITEM NO. 7B
City Administrator Salary

This item was PULLED from the 10/28/19 Agenda.

AGENDA ITEM 7C

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

Consider Approval of Therapeutic Massage Business License

Meeting Date: October 28, 2019
Item Type: Regular
Contact: 651-450-2464
Prepared by: Michelle Calvert
Reviewed by: Joe Lynch

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider approval of an application by Fang Yang for a therapeutic massage business license for Beauty Life, LLC, dba Life Massage & Spa at 9086 Buchanan Trail.

SUMMARY: An application has been submitted by Fang Yang for a therapeutic massage business license for Beauty Life, LLC, dba Life Massage & Spa at 9086 Buchanan Trail. The applicant submitted the appropriate fees, insurance documentation, and other information as required by City Code. Ms. Fang has completed the required number of hours of therapeutic massage training and is a member in good standing of a recognized professional therapeutic massage organization. A background investigation revealed no basis for the denial of the business license request.

RECOMMENDATION: Staff recommends approval of Therapeutic Massage Business License.

LEVANDER, GILLEN & MILLER, P.A.
ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
KORINE L. LAND
DONALD L. HOEFT
BRIDGET McCAULEY NASON
PETER G. MIKHAIL
TONA T. DOVE
AARON S. PRICE
DAVID L. SIENKO
CASSANDRA C. WOLFGRAM
DEBRA M. NEWEL
CASSANDRA J. BAUSTISTA

MEMO

TO: **Mayor and Council**
FROM: **Bridget Nason, Assistant City Attorney**
DATE: **October 23, 2019**
RE: **Voluntary Massage License Surrender Agreements-Sunny Asian Massage, Hong Jun Liao Duray, and Min Sun**

Background

HTZ LLC aka TZ LLC d/b/a SUNNY ASIAN MASSAGE is the holder of a Massage Business License for the premises located at 5798 Blackshire Path, Inver Grove Heights, MN. Hong Jun Liao Duray and Min Su both hold Individual Massage Therapist Licenses issued by the City and provide massage services at the Sunny Asian Massage Business. Following the scheduling of a license revocation hearing for October 14, 2019, which was continued to October 28, 2019, Ms. Su, Ms. Duray, and Sunny Asian Massage have requested to voluntarily surrender their licenses to the City, effective as of October 29, 2019, pursuant to the terms and conditions of the attached Voluntary License Surrender Agreements.

Requested Council Action

Consider approval of the attached Resolution Approving Agreements to Voluntarily Surrender Licenses and attached Voluntary License Surrender Agreements.

Attachments

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENTS TO VOLUNTARILY SURRENDER LICENSES

WHEREAS, Min Su (Su) is the holder of an Individual Massage Therapist Licenses issued by the City for the term commencing January 1, 2019 and ending on December 31, 2019; and

WHEREAS, Hong Jun Liao Duray (Duray) is the holder of an Individual Massage Therapist Licenses issued by the City for the term commencing January 1, 2019 and ending on December 31, 2019; and

WHEREAS, HTZ LLC aka TZ LLC, dba Sunny Asian Massage (Sunny Asian Massage) is the holder of a Therapeutic Massage Business License issued by the City for the term commencing January 1, 2019 and ending on December 31, 2019; and

WHEREAS, following the scheduling of a license revocation hearing for October 14, 2019, which was continued to October 28, 2019, Su, Duray, and Sunny Asian have requested to voluntarily surrender their licenses to the City, effective as of October 29, 2019, pursuant to the terms and conditions of the attached Voluntary License Surrender Agreements.

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

1. The City hereby accepts the voluntary surrender of the Individual Massage Therapist Licenses held by Min Su and Hong Jun Liao Duray and the Therapeutic Massage Business License held by HTZ LLC aka TZ LLC, dba Sunny Asian Massage (Sunny Asian Massage), approves the attached Voluntary License Surrender Agreements with Min Su, Hong Jun Liao Duray, and HTZ LLC aka TZ LLC, dba Sunny Asian Massage, and authorizes execution of the same.

2. The license revocation hearings scheduled for October 28, 2019 related to the three licenses described above is hereby cancelled.

Passed this 28th day of October, 2019.

Ayes:_____

Nays:_____

George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

VOLUNTARY LICENSE SURRENDER AGREEMENT

This Voluntary License Surrender Agreement (Agreement) is entered into by and between HTZ LLC aka TZ LLC, dba Sunny Asian Massage (Sunny Asian Massage), a Minnesota limited liability company, Hong Jun Liao Duray, an individual, and the City of Inver Grove Heights (City) (together the "Parties) as of this 28th day of October, 2019.

WHEREAS, Sunny Asian Massage is the holder of a Therapeutic Massage Business License (License) issued by the City, effective January 1, 2019 through December 31, 2019, which authorizes Sunny Asian Massage to offer massage services, provided by Licensed Massage Therapists, at is licensed premises, located at 5798 Blackshire Path in the City of Inver Grove Heights; and

WHEREAS, Hong Jun Liao Duray was listed as the Business Contact on the License Application of Sunny Asian Massage which was submitted to and subsequently approved by the City for the license term commencing January 1, 2019 through December 31, 2019, and was also the applicant associated with the Therapeutic Massage Business License issued to Sunny Asian Massage in October of 2018 for the term ending December 31, 2019; and

WHEREAS, the City scheduled a License Revocation Hearing for the License held by Sunny Asian Massage on October 14, 2019, which was continued by agreement of the Parties to October 28, 2019; and

WHEREAS, Sunny Asian Massage has requested that the License Revocation Hearing be cancelled and hereby tenders its License to the City and by this Agreement has advised the City that it wishes to surrender its License effective as of October 29, 2019.

NOW THEREFORE the Parties agree as follows:

1. Sunny Asian Massage hereby voluntarily surrenders and abandons its Individual Massage Therapist License (License) effective as of October 29, 2019.

2. Sunny Asian Massage affirms that it is surrendering and abandoning its License voluntarily and of its own free will and choice, without any undue inducement, coercion, or threat from any source, and that the only promises or understanding made to Sunny Asian Massage from the City regarding the surrender of its License are those contained in this Agreement.

3. Sunny Asian Massage acknowledges that it has been informed of its right to be represented at the License Revocation Hearing by legal counsel, that it has thoroughly discussed and reviewed this Agreement with legal counsel, that it fully understands the terms of this Agreement, and that it has had sufficient time to discuss the terms of this Agreement with legal counsel Don Zhou.

4. Sunny Asian Massage further agrees that in the future, Sunny Asian Massage will not make application to the City for a Therapeutic Massage Business License for the year 2020 or at any future date thereafter.

5. Sunny Asian Massage understands and agrees that if the City approves this Voluntary License Surrender Agreement, it has hereby forever waived, surrendered, and abandoned any and all rights to operate a licensed massage business within the City for the time period from October 29, 2019 and continuing thereafter forever.

6. Sunny Asian Massage further understands and agrees that, as a term and condition of this Agreement, for the time period from October 29, 2019 and continuing thereafter forever, it shall have no direct or indirect financial or ownership interest in any entity that shall make application for or hold a Massage Business License issued by the City.

7. Sunny Asian Massage further acknowledges that it will not receive any refund of license fees previously paid to the City.

8. Upon execution of this Agreement by Sunny Asian Massage and the City, the City agrees to cancel any previously scheduled License Revocation Hearing and that it will take no further revocation action against Sunny Asian Massage's License.

9. This document constitutes the entire agreement between the Parties and supersedes and cancels any and all prior negotiations, representations, understandings, or agreements between the Parties. There are no verbal agreements which modify, interpret, construe, or affect this Agreement.

10. This Agreement may be executed in multiple counterparts all of which together shall constitute one and the same document.

Approved this 28th day of October, 2019.

IN WITNESS WHEREOF, the City of Inver Grove Heights and Sunny Asian Massage have caused this Agreement to be executed by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____

George Tourville

Mayor

ATTEST:

_____

Joe Lynch

City Administrator/Interim Deputy City Clerk

STATE OF MINNESOTA)

) ss.

COUNTY OF DAKOTA)

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

_____

Notary Public

HONG JUN LIAO DURAY

_____

Hong Jun Liao Duray

STATE OF MINNESOTA)

) ss.

COUNTY OF DAKOTA)

On this _____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared Hong Jun Liao Duray, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

_____

Notary Public

SUNNY ASIAN MASSAGE

HTZ LLC aka TZ LLC, dba Sunny Asian Massage

_____

By: _____

Its: _____

STATE OF MINNESOTA)

) ss.

COUNTY OF DAKOTA)

On this ___ day of October, 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 they are the _____ of _____, and that said instrument was signed on behalf of said limited liability company by authority of its board of directors and said _____ acknowledged said instrument to be the free act and deed of the limited liability company.

_____

Notary Public

VOLUNTARY LICENSE SURRENDER AGREEMENT

This Voluntary License Surrender Agreement (Agreement) is entered into by and between Hong Jun Liao Duray (Duray), an individual, and the City of Inver Grove Heights (City) (together the "Parties) as of this 28th day of October, 2019.

WHEREAS, Duray is the holder of an Individual Massage Therapist License (License) issued by the City, effective January 1, 2019 through December 31, 2019, which authorizes Duray to provide Massage services, as that term is defined in City Code Section Title 4, Chapter 8, within the City; and

WHEREAS, the City scheduled a License Revocation Hearing for the License held by Duray on October 14, 2019, which was continued by agreement of Duray and the City to October 28, 2019; and

WHEREAS, Duray has requested that the License Revocation Hearing be cancelled and hereby tenders her License to the City and by this Agreement has advised the City that she wishes to surrender her License effective as of October 29, 2019.

NOW THEREFORE the Parties agree as follows:

1. Duray hereby voluntarily surrenders and abandons her Individual Massage Therapist License (License) effective as of October 29, 2019.

2. Duray affirms that she is surrendering and abandoning her License voluntarily and of her own free will and choice, without any undue inducement, coercion, or threat from any source, and that the only promises or understanding she has obtained from the City regarding her surrender of the License are those contained in this Agreement.

3. Duray acknowledges that she has been informed of her right to be represented at the License Revocation Hearing by legal counsel, that she has thoroughly discussed and reviewed this Agreement with legal counsel, that she fully understands the terms of this Agreement, and that she has had sufficient time to discuss the terms of this Agreement with legal counsel Don Zhou.

4. Duray further agrees that in the future, Duray will not make application to the City for either an Individual Massage Therapist License or a Therapeutic Massage Business License for the year 2020 or at any future date thereafter.

5. Duray understands and agrees that if the City approves this Voluntary License Surrender Agreement, she has hereby forever waived, surrendered, and abandoned any and all rights to provide massage services within the City for the time period from October 29, 2019 and continuing thereafter forever.

6. Duray further understands and agrees that, as a term and condition of this Agreement, for the time period from October 29, 2019 and continuing thereafter forever, she shall have no direct or indirect financial or ownership interest in any entity that shall make application for or hold a Massage Business License issued by the City.

7. Duray further understands and agrees that, as a term and condition of this Agreement, for the time period from October 29, 2019 and continuing thereafter forever, she shall not, in any capacity whatsoever, work for or be employed by, any individual or entity that shall now or at any time in the future make application for or hold a Massage Business License issued by the City

8. Duray further acknowledges that she will not receive any refund of license fees previously paid to the City.

9. Upon execution of this Agreement by Duray and the City, the City agrees to cancel any previously scheduled License Revocation Hearing and that it will take no further revocation action against Duray's License.

10. This document constitutes the entire agreement between the Parties and supersedes and cancels any and all prior negotiations, representations, understandings, or agreements between the Parties. There are no verbal agreements which modify, interpret, construe, or affect this Agreement.

11. This Agreement may be executed in multiple counterparts all of which together shall constitute one and the same document.

Approved this 28th day of October, 2019.

IN WITNESS WHEREOF, the City of Inver Grove Heights and Hong Jun Liao Duray have caused this Agreement to be executed by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____

George Tourville

Mayor

ATTEST:

_____

Joe Lynch

City Administrator/Interim Deputy City Clerk

STATE OF MINNESOTA)

) ss.

COUNTY OF DAKOTA)

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

_____

Notary Public

HONG JUN LIAO DURAY

_____

Hong Jun Liao Duray

STATE OF MINNESOTA)

) ss.

COUNTY OF DAKOTA)

On this _____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared Hong Jun Liao Duray, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

_____

Notary Public

VOLUNTARY LICENSE SURRENDER AGREEMENT

This Voluntary License Surrender Agreement (Agreement) is entered into by and between Min Su (Su), an individual, and the City of Inver Grove Heights (City) (together the "Parties) as of this 28th day of October, 2019.

WHEREAS, Su is the holder of an Individual Massage Therapist License (License) issued by the City, effective January 1, 2019 through December 31, 2019, which authorizes Su to provide Massage services, as that term is defined in City Code Section Title 4, Chapter 8, within the City; and

WHEREAS, the City scheduled a License Revocation Hearing for the License held by Su on October 14, 2019, which was continued by agreement of Su and the City to October 28, 2019; and

WHEREAS, Su has requested that the License Revocation Hearing be cancelled and hereby tenders her License to the City and by this Agreement has advised the City that she wishes to surrender her License effective as of October 29, 2019.

NOW THEREFORE the Parties agree as follows:

1. Su hereby voluntarily surrenders and abandons her Individual Massage Therapist License (License) effective as of October 29, 2019.

2. Su affirms that she is surrendering and abandoning her License voluntarily and of her own free will and choice, without any undue inducement, coercion, or threat from any source, and that the only promises or understanding she has obtained from the City regarding her surrender of the License are those contained in this Agreement.

3. Su acknowledges that she has been informed of her right to be represented at the License Revocation Hearing by legal counsel, that she has thoroughly discussed and reviewed this Agreement with legal counsel, that she fully understands the terms of this Agreement, and that she has had sufficient time to discuss the terms of this Agreement with legal counsel Don Zhou.

4. Su further agrees that in the future, Su will not make application to the City for either an Individual Massage Therapist License or a Therapeutic Massage Business License for the year 2020 or at any future date thereafter.

5. Su understands and agrees that if the City approves this Voluntary License Surrender Agreement, she has hereby forever waived, surrendered, and abandoned any and all rights to provide massage services within the City for the time period from October 29, 2019 and continuing thereafter forever.

6. Su further understands and agrees that, as a term and condition of this Agreement, for the time period from October 29, 2019 and continuing thereafter forever, she shall have no direct or indirect financial or ownership interest in any entity that shall make application for or hold a Massage Business License issued by the City.

7. Su further understands and agrees that, as a term and condition of this Agreement, for the time period from October 29, 2019 and continuing thereafter forever, she shall not, in any capacity whatsoever, work for or be employed by, any individual or entity that shall now or at any time in the future make application for or hold a Massage Business License issued by the City

8. Su further acknowledges that she will not receive any refund of license fees previously paid to the City.

9. Upon execution of this Agreement by Su and the City, the City agrees to cancel any previously scheduled License Revocation Hearing and that it will take no further revocation action against Su's License.

10. This document constitutes the entire agreement between the Parties and supersedes and cancels any and all prior negotiations, representations, understandings, or agreements between the Parties. There are no verbal agreements which modify, interpret, construe, or affect this Agreement.

11. This Agreement may be executed in multiple counterparts all of which together shall constitute one and the same document.

Approved this 28th day of October, 2019.

IN WITNESS WHEREOF, the City of Inver Grove Heights and Min Su have caused this Agreement to be executed by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____

George Tourville

Mayor

ATTEST:

_____

Joe Lynch

City Administrator/Interim Deputy City Clerk

STATE OF MINNESOTA)

) ss.

COUNTY OF DAKOTA)

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

_____

Notary Public

MIN SU

_____

Min Su

STATE OF MINNESOTA)

) ss.

COUNTY OF DAKOTA)

On this _____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared Min Su, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

_____

Notary Public

AGENDA ITEM 7E

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

Second Reading Weapons ordinance revision.

Meeting Date:	October 28, 2019
Item Type:	Regular Agenda
Contact:	Deputy Chief Sean Folmar
Prepared by:	Sean Folmar
Reviewed by:	Chief Melissa Chiodo

Fiscal/FTE Impact:
None
Amount included in current budget

New FTE requested – N/A
Other

PURPOSE/ACTION REQUESTED;
Approve the second reading of the recommended changes to city ordinance 5-6-1 WEAPONS. The request is to eliminate all of section C, and add "shotguns" to section B. Proposed ordinance is attached.

SUMMARY;
Currently section C has 5 subsets (1-5). Subset 1-3 are the same in section B. Subset 4 is no longer relevant due to the lack of farm animals or farmland in the city and discharging a shotgun to protect domestic animals is dangerous and unnecessary. In 2016 the City Council eliminated Canada Goose hunting in the city and thereby rendered subset 5 useless. A number 5 has been added to section B, to allow the Chief of Police to engage outside government entities to reduce animal populations if deemed necessary.

LANGUAGE CHANGE; additions highlighted, removed language stricken out.
B. Rifles, Pistols, Shotguns, Air Rifles and Air Pistols: The shooting or carrying of rifles, pistols, air rifles and air pistols which are not encased or dismantled is prohibited in the city except in the following circumstances:

1. By law enforcement officers in the line of duty; or

2. By a person discharging any rifle or pistol when in the lawful defense of person, property or family, or the necessary enforcement of the law; or

3. By any person discharging a rifle or pistol on a licensed shooting range within the city; or

4. By a person shooting or carrying an uncased and undismantled .22 caliber rifle with CCI Quiet .22 caliber long rifle ammunition only when such shooting and carrying occurs while participating in a gun safety instructional program administered and sponsored by the Minnesota department of natural resources on land zoned E-1 where the zoning requirements for the program have been met and where the landowner has given written consent and only at specific locations on the land that have been approved and designated in writing by the city's chief of police. In granting approval of the specific locations, the city's chief of police may impose conditions, limitations and restrictions with respect to the number of participants, the number of instructional sessions, the times and dates of the instructional sessions, the number and placement of warning signs and the duration of the program. (Ord. 1257, 9-10-2012)

5. Employees of any government entity approved by the Chief of Police, when needed to harvest or reduce populations of animals within the city limits.

C. ~~Shotguns: The shooting of any shotgun within the city is hereby prohibited except in the following circumstances:~~

~~1. By law enforcement officers in the line of duty; or~~

~~2. By a person discharging any shotgun when in the lawful defense of person, property, or family, or in the necessary enforcement of the law; or~~

~~3. By any person discharging a shotgun on a licensed shooting range within the city; or~~

~~4. By a landowner on his own property discharging a shotgun to prevent an animal from killing, wounding or worrying any horses, cattle, sheep, lambs or other domestic animals or by a landowner on his own property discharging a shotgun to prevent animals or birds from damaging crops; or~~

~~5. Pursuant to specific authorization granted by the city council from time to time for a special goose hunting activity for the purpose of reducing the Canadian goose population. (Ord. 1162, 9-24-2007)~~

Chapter 6
WEAPONS

5-6-1 : USE OF FIREARMS AND BOWS AND ARROWS:

A. Definitions: For purposes of this section, the terms defined in this subsection have the meanings given them:

AIR PISTOLS: Any hand weapon that propels a projectile by means of compressed air or carbon dioxide.

AIR RIFLES: Any shoulder weapon that propels a projectile by means of compressed air or carbon dioxide. Air rifles shall include BB guns.

FIXED AMMUNITION: Gun ammunition of the type comprising a cartridge case with primer, a propellant charge and a projectile or projectiles (fused or unfused), and all these components being assembled as a unit for one firing.

PISTOL: Any handgun capable of propelling fixed ammunition.

RIFLE: Any shoulder weapon designated as a rifle, capable of propelling fixed ammunition.

SHOTGUN: Any smooth bore weapon designated as a shotgun capable of propelling fixed ammunition. (1974 Code§ 925.02)

B. Rifles, Pistols, Shotguns, Air Rifles and Air Pistols: The shooting or carrying of rifles, shotguns, pistols, air rifles and air pistols which are not encased or dismantled is prohibited in the city except in the following circumstances:

1. By law enforcement officers in the line of duty; or

2. By a person discharging any rifle, shotgun, or pistol when in the lawful defense of person, property or family, or the necessary enforcement of the law; or

3. By any person discharging a rifle, shotgun, or pistol on a licensed shooting range within the city; or

4. By a person shooting or carrying an uncased and undismantled .22 caliber rifle with CCI Quiet .22 caliber long rifle ammunition only when such shooting and carrying occurs while participating in a gun safety instructional program administered and sponsored by the Minnesota department of natural resources on land zoned E-1 where the zoning requirements for the program have been met and where the landowner has given written consent and only at specific locations on the land that have been

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approved and designated in writing by the city's chief of police. In granting approval of the specific locations, the city's chief of police may impose conditions, limitations and restrictions with respect to the number of participants, the number of instructional sessions, the times and dates of the instructional sessions, the number and placement of warning signs and the duration of the program. (Ord. 1257, 9-10-2012)

5. Employees of any government entity approved by the Chief of Police, when needed to harvest or reduce populations of animals within the city limits.

C. Restrictions on Use of Bow and Arrow:

1. The shooting or discharge of any bow and arrow within the city is hereby prohibited except in any of the following circumstances:

   a. While hunting or engaged in target practice in that geographic portion of the city designated on the map, effective September 17, 2016, on file with the city clerk as the area available for hunting or target practice, subject to the conditions hereafter set forth; the above identified map is hereby approved and hereby incorporated by reference and made a part of this section; or

   b. While engaged in target practice within an enclosed structure; or

   c. While engaged in target practice at a posted and designated archery range in a city park; or

   d. While engaged in target practice on school or college grounds as part of an instructional course or supervised recreational activity and only with the permission of the school or college; or

   e. While engaged in target practice at a licensed commercial archery range.

   Provided, however, the shooting or discharge of a bow and arrow under the circumstances described in subsection C1 of this section relating to hunting or target practice in that geographic portion of the city designated on the map, effective September 17, 2016, on file with the city clerk shall only occur if the following conditions are met:

   f. All persons who are hunting must register with the police department and must also provide a copy of their hunting license. Hunters who will be hunting on someone else's property will be required to show written permission from the property owner and must also provide proof of proficiency. Property owners/tenants, and all those related individuals as hereafter defined by this section, who hunt on their own property will not need to provide proof of proficiency. Proof of proficiency may be obtained at a local or regional archery range or outdoor sporting goods store, the measure of which is the ability to shoot five (5) of five (5) arrows into a four-inch (4") target at twenty (20) yards. The proficiency test must be completed every twenty-four (24) months from the original certification date.

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g. There shall be no shooting or discharge of any bow and arrow within three hundred feet (300') of any residential or commercial structure; provided, however, the prohibition contained in this subsection O2b shall not apply: 1) if the person shooting or discharging the bow and arrow owns the residential or commercial structure or 2) if the owner of the residential or commercial structure consents in writing to allow shooting or discharge of a bow and arrow within three hundred feet (300') of such residential or commercial structure and the written consent is filed with the citypolice department prior to the shooting or discharge.

h. There shall be no shooting or discharge of any bow and arrow within two hundred feet (200') of any driveway not owned by the person engaged in the shooting or discharge, unless the owner of the driveway consents in writing and files the written consent with the city police department prior to the shooting or discharge.

i. There shall be no shooting or discharge of any bow and arrow within two hundred feet (200') of any public street or private roadway.

j. On an individual parcel less than five (5) acres in size, no shooting or discharge of a bow and arrow shall occur unless allowed under subsections O2f and O2g of this section.

k. On an individual parcel of two and one-half (2.5) acres or more in size but less than five (5) acres in size, the owners of the parcel, the tenants of the parcel and the spouses, parents, children, grandparents, aunts, uncles, brothers and sisters of the owners or tenants may shoot or discharge a bow and arrow on such parcel for hunting or target purposes.

l. On contiguous parcels that are cumulatively five (5) acres or more in size when combined , the owners of the parcels, the tenants of the parcels and the spouses, parents, children, grandparents, aunts, uncles, brothers and sisters of the owners or tenants and those receiving written permission from all the owners may shoot or discharge a bow and arrow on such parcels for hunting or target purposes if the owners of the contiguous parcels in writing consent to the use of the parcels for such purposes and the owners have filed the written consent with the city police department prior to the shooting or discharge.

m. On an individual parcel of five (5) acres or more in size, only the owners of the parcel, the tenants of the parcel and the spouses, parents, children, grandparents, aunts, uncles, brothers and sisters of the owners or tenants and those receiving written permission from the owner may shoot or discharge a bow and arrow on such parcel for hunting or target practice purposes.

n. In those instances, stated above, where written permission from the owner is required, the following additional conditions must be met

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(1) Prior to any shooting or discharge of a bow and arrow, the person receiving the written permission shall file with the city police department the following information in writing: name, address and telephone number of the fee owner and of the persons receiving the permission; the beginning and end dates when hunting or target practice is to occur; a general description of the location of the subject parcel; a copy of the written permission received from the fee owner; as well as proof of proficiency to be obtained at a local or regional archery range or outdoor sporting goods store, the measure of which is the ability to shoot five (5) of five (5) arrows into a four inch (4") target at twenty (20) yards; the license plate number of the vehicle that the person will be driving to the subject parcel; evidence that the person has a valid Minnesota archery license; and emergency contact information.

(2) The written permission from the fee owner must specifically state the beginning and end dates for which permission has been granted. The person receiving such permission must always have the written permission in possession while hunting or target practicing on the subject parcel. Discharge of the bow and arrow on the subject parcel shall only occur on the dates stated on the written permission. No shooting or discharge of a bow and arrow and no hunting shall occur on the subject parcel if the fee owner revokes the written permission.

o. The person discharging the bow and arrow for hunting purposes must comply with all the laws and regulations of the state of Minnesota relating to hunting.

2. To facilitate inquiries with respect to which parcels of land are not available for hunting or target practice because the owners thereof decline to grant permission for such activities, the clerk shall maintain a list by owner name and address for such unavailable parcels. In order for the owner name and parcel address to be placed on the list, the parcel owner must in writing notify the clerk that the owner wishes to be on the list and has decided not to grant permission for hunting or target practice. The name of the owner and the parcel address shall be removed from the list if the owner files a written request with the clerk to remove the owner name and parcel address. The creation of the list is a voluntary program. There is no requirement that an owner and parcel be on the list for the owner to decline permission to anyone for hunting or target practice. The purpose of the list is to present an opportunity for an owner to make known that the owner has decided not to grant permission with the result that contacts with the owner are reduced or eliminated.

3. The council, by resolution, may in its discretion on an annual basis add parcels to that geographic portion of the city available for hunting or target practice referenced in subsection D1a of this section. If the council adds additional parcels by resolution, the authorization granted by the resolution and the inclusion of such parcels within the above referenced geographic area shall expire on December 31 of the year when the resolution was passed. If an owner wishes the council to include the owner's parcel within the above referenced geographic area, the owner must make an application to the city no later than August 15 of the year the owner wishes the parcel to be included. (Ord. 1320, 8-22-2016)

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D. Shooting Ranges: All owners of commercial rifle ranges, commercial trap ranges, commercial target ranges and commercial archery ranges at any place within the city shall, from and after the effective date hereof, be required to pay a license fee in the amount established by resolution of the city council. Such ranges shall be operated so as to result in maximum safety to the residents and property of the city, and the owners and operators of such ranges shall comply with all regulations for such ranges that the city may hereinafter enact. Violation of any of the terms of such regulations constitutes a violation of this section and is cause for revocation of the license granted under the terms of this section. (1974 Code§ 925.05)

5-6-2 : REGULATION OF FIREARMS, PISTOLS AND WEAPONS:

A. Definitions: For purposes of this section, the terms defined in this subsection have the meanings given to them:

FIREARMS: Any weapon, other than a pistol, from which is propelled any missile, projectile or bullet by means of explosives or gas and shall include air and BB guns.

PISTOL: Shall have the meaning defined by Minnesota statutes section 624.712.

WEAPONS: Dagger, metal knuckles, switchblade, stiletto or other dangerous or deadly weapon. (1974 Code§ 927.01)

B. Concealed Weapons Prohibited: No person shall carry, or wear concealed about his person any dagger, metal knuckles, switchblade, stiletto or other dangerous or deadly weapon within the city. (1974 Code§ 927.03)

C. Tampering With Firearm And Pistol Identification Marks: No person shall change, alter or obliterate the name of the make, model, manufacturer's number or other mark of identification, and no person shall keep in his possession or under his control any such firearm or pistol upon which the name of the make, model, manufacturer's number, or other mark of identification has been, to his knowledge, changed, altered, renewed, or obliterated. (1974 Code§ 927.05)

D. Transporting Firearms, Pistols and Weapons:

1. A person not in possession of a valid permit as provided in Minnesota statutes section 624.714 shall not carry a firearm, pistol or weapon except unloaded and completely enclosed in a container. When said firearm, pistol or weapon is transported in a vehicle, it shall be stored in the trunk or the most inaccessible part of the vehicle.

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2. No person, including all those who have been granted a permit to carry pistols, shall carry firearms, pistols or weapons on their person or in the passenger compartment of any motor vehicle while under the influence of alcohol, hallucinatory chemicals or narcotic drugs. (1974 Code§ 927.07)

E. Penalties: Any person convicted of any violation of this section may be punishable as provided in section 1-4-1 of this code. In addition, any firearm, pistol or weapon in possession of such person at the time of such violation, and used therein, shall be confiscated. Conviction of any violation shall work automatic revocation of all registrations, permits and licenses held thereunder by the violator. (1974 Code§ 927.09; amd. 2008 Code)

F. Disposition of Confiscated Firearms, Pistols and Weapons: Any firearms, pistols or weapons confiscated for violation of this section shall be stored by the chief of police. All such confiscated firearms, pistols and weapons shall, from time to time, be destroyed or disposed of under the supervision of the chief of police or his agent. Destruction of such firearms, pistols and weapons shall be done in a manner which renders them incapable of being used for their intended purpose. (1974 Code§ 927.11)

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AGENDA ITEM 7F

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

CONSIDER FIRST READING OF ORDINANCE AMENDING CITY CODE 4-1-19: CIVIL PENALTIES AND SANCTIONS OF, CHAPTER 1 ALCOHOLIC BEVERAGES OF TITLE 4 BUSINESS REGULATIONS.

Meeting Date: October 28, 2019
Item Type: Regular Agenda
Prepared by: Joshua Otis, Commander
Reviewed by: Melissa Chiodo, Chief of Police Chief
Contact: 651-450-2528

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Council is requested to approve the **first** reading of ordinance amending city code 4-1-19: Civil Penalties and Sanctions of; Chapter 1 Alcoholic Beverages, of Title 4 Business Regulations.

SUMMARY

Police Department staff have been collaborating on the following ordinance change:

1) **4-1-19 Civil Penalties and Sanctions:** The proposed ordinance intends to better define what is considered civil penalties and sanctions. The adoption of more clearly defined language provides Police a clearer determination of a violation of this section.

The ordinance draft was presented to the City Council during a work session discussion on October 7, 2019. The City Attorney was present at the work session discussion and found no issues with the final revisions and acceptance. The ordinance attached reflects the updated language.

ATTACHMENTS

1. Ordinance Amending City Code Section 19 Civil Penalties and Sanctions of; Chapter 1 Alcoholic Beverages, of Title 4 Business Regulations with updated language changes underlined and deleted language struck through.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO._____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 4, CHAPTER 1, SECTION 19, RELATED TO CIVIL PENALTIES AND SANCTIONS

The City Council of Inver Grove Heights does hereby ordain:

Section 1. Amendment. Inver Grove Heights City Code Title 4 Chapter 1, Section 19(A)(6) is hereby amended to read as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

6. Failed to Conduct mandated alcohol server training as required per the ordinance; or

Section 2. Amendment. Inver Grove Heights City Code Title 4 Chapter 1, Section 19(B), 19(B)(2), 19(B)(3), 19(B)(4) is hereby amended to read as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

B. Minimum Penalties: The following are the minimum penalties that the council shall impose upon a licensee for a violation listed in subsection A of this section. Based upon the nature, type, severity, and circumstances of the violation, the council may impose penalties exceeding those stated in this subsection. The determination whether to impose penalties above the minimum penalties and the level and order of the penalties above the minimum penalties will be at the sole discretion of the council. Each license violation in subsection A will be considered a separate violation and is subject to the below penalties.

   1. First violation within the last five (5) years: Seven hundred fifty dollar ($750.00) civil penalty.
   2. Second violation within the last five (5) years: One thousand dollar ($1,000.00) civil penalty and a one-day license suspension. The Police Chief or his/her designee will provide three (3) calendar dates for the suspension to the council who will select the suspension date.
   3. Third violation within the last five (5) years: Two thousand-dollar ($2,000.00) civil penalty and a three (3) day license suspension and/or license revocation. The Police Chief or his/her designee will provide five (5) calendar dates to the council who will then select three (3) days out of those dates for the suspension.
   4. More than three (3) violations in the last five (5) years: Two thousand-dollar ($2,000.00) civil penalty and a suspension of more than three (3) days ~~or the council shall revoke the license~~ and/or license revocation. If it is determined that the license will be suspended and not revoked the Police Chief or his/her designee will provide calendar dates to the council to select the determined number of suspension days from.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO._____

Section 3. Effective Date. This Ordinance shall become effective and be in full force and effect after its adoption and publication as provided by law.

Passed in regular session of the City Council on the ___ day of _____, 2019.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Joe Lynch, Interim Deputy Clerk

AGENDA ITEM 7G

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

First Reading of Massage Licensing Amendments

Meeting Date:	October 28, 2019
Item Type:	Regular Agenda
Contact:	Dennis Haugland
Prepared by:	Dennis Haugland
Reviewed by:	Melissa Chiodo

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the first reading of the recommended changes to the massage licensing ordinance (4-8-1). The request is to change existing language and add other amendments to enhance our existing ordinance.

SUMMARY

Police Department staff have been collaborating on the following ordinance change:

4-8-1 MASSAGE BUSINESS AND MASSAGE THERAPIST LICENSES: The proposed ordinance intends to better define massage business and massage therapist licenses.

The ordinance draft was presented to the City Council during a work session discussion on October 7, 2019. The proposed changes and updates were discussed with the City Attorney for revisions and acceptance. The ordinance attached reflects the updated language.

ATTACHMENTS

1. City Code Section 4-8-1 **MASSAGE BUSINESS AND MASSAGE THERAPIST LICENSES** with updated language changes underlined and deleted language struck through.
2. Memo from City Attorney's Office

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO._____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 4, CHAPTER 8, SECTION 1, RELATED TO MASSAGE BUSINESS AND MASSAGE THERAPIST LICENSES

The City Council of Inver Grove Heights does hereby ordain:

Section 1. Amendment. Inver Grove Heights City Code Title 4 Chapter 8, Section 1(F)(1)(a)(5) (4-8-1(F)(1)(a)(5)) is hereby amended to read as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

(5) Whether the applicant has had an interest ~~in~~, as an individual or as part of a corporation, partnership, association, enterprise, business, ~~or~~ firm, or any other entity, in a massage therapist or massage business license that was denied, recommended for denial, revoked, ~~or~~ suspended, or not renewed in any other city within the last ~~five~~ ten (~~5~~10) years from ~~of~~ the date the license application is submitted to the City ~~issuing authority~~.

Section 2. Amendment. Inver Grove Heights City Code Title 4 Chapter 8, Section 1(F)(1)(b) (4-8-1(F)(1)(b)) is hereby amended to add the following language. The underlined text shows the language added to the code:

(6) Whether the applicant has had an interest, as an individual or as part of a corporation, partnership, association, enterprise, business, firm, or any other entity, in a massage therapist or massage business license that was denied, recommended for denial, revoked, suspended, or not renewed in any other city within the last ten (10) years from the date the license application is submitted to the City.

Section 3. Amendment. Inver Grove Heights City Code Title 4 Chapter 8 Section 1 (J) (4-8-1(J)) is hereby amended to add the following language. The underlined text shows the language added to the code:

14. The applicant has had an interest in, as an individual or as part of a partnership, corporation, or other entity, a massage business or individual massage therapist license that was denied, revoked, suspended, recommended for denial, or not renewed within ten (10) years from the date the license application was submitted to the City.

15. The applicant is not the real party in interest or beneficial owner of the business operated or to be operated under the license.

16. Failure to comply at all times with the terms and conditions of the license or this Chapter.

Section 4. Amendment. Inver Grove Heights City Code Title 4 Chapter 8 Section 1 (D) (4-8-1(D) is hereby amended to add the following language. The underlined text shows the language added to the code:

3. License Transfers. No license may be transferred to another person or entity. Where the ownership of an entity holding a massage business changes following the issuance of a massage business license, the new owners of the entity must apply for a new massage business license for the business.

Section 5. Amendment. Inver Grove Heights City Code Title 4 Chapter 8 Section 1 (F)(1)(a) (4-8-1(F)(1)(a)) is hereby amended to add the following language. The underlined text shows the language added to the code:

(7) Proof of residency of the managing partner or manager of the massage business within one hundred fifty (150) miles from the location of the business premises.

Section 6. Amendment. Inver Grove Heights City Code Title 4 Chapter 8 Section 1 (F)(2) (4-8-1(F)(2) is hereby amended to add the following language. The underlined text shows the language added to the code:

k. Proof of residency within one hundred fifty (150) miles from the business premises where the massage therapist will be providing therapeutic massage services.

Section 7. Amendment. Inver Grove Heights City Code Title 4 Chapter 8 Section 1 (K)(2) (4-8-1(K)(2) is hereby amended to add the following language. The underlined text shows the language added to the code:

k. Restrictions on Food Preparation. Food preparation on-site shall only occur in locations specifically designed for that purpose for which a proper building permit has been obtained.

l. Restrictions on Habitation. The premises of a licensed massage business, other than a massage business legally conducted as a home occupation, shall not contain sleeping quarters or living spaces of any kind intended for habitation. In all massage businesses, including massage businesses legally conducted as a home occupation. no beds, cots, futons or mattresses shall be located in any area where massage services are provided.

m. Restrictions on Window Covering. The exterior windows of a premises where a massage business is located must not be one hundred percent (100%) opaque during hours that the licensed premises is open for business, except for windows in massage rooms and restrooms.

n. Equipment. All therapeutic massage services shall be provided on a raised massage therapy table or chair or on a mat similar to those used in yoga.

o. Posting of Rates and Licenses. Massage businesses shall post rates for all massage services offered at the business as well as the massage business license in a prominent location in the lobby of the business.

p. Compliance with Building and Fire Codes. Massage business premises shall comply with all applicable fire and building code requirements.

Section 8. 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 _____, 2019.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Joe Lynch, Interim Deputy Clerk

LEVANDER, GILLEN & MILLER, P.A.
ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
KENNETH J. ROHLF
STEPHEN H. FOCHLER
JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
KORINE L. LAND
DONALD L. HOEFT
BRIDGET McCAULEY NASON
TONA T. DOVE
AARON S. PRICE
DAVID L. SIENKO
CASSANDRA C. WOLFGRAM

MEMO

TO: **Inver Grove Heights Mayor and Councilmembers**
FROM: **Bridget Nason, Assistant City Attorney**
DATE: **October 22, 2019**
RE: **First Reading: Massage License Ordinance Revisions**

Section 1. Background. Title 4, Chapter 8 of the Inver Grove Heights City Code ("Code") contains a number of provisions related to the licensing of massage therapists and massage therapy businesses. While Chapter 8 was updated within the past few years, since it was last updated, a number of cities have seen challenges arise with massage business serving as a front for prostitution activities. The attached draft ordinance amends several provisions of Chapter 8 in order to ensure that the City's code provisions related to the licensing of massage businesses and massage therapists are up to date and provide the City with all of the information necessary for it to make informed decisions related to the issuance of massage business and massage therapist licenses.

Section 2. Key Provisions of Draft Ordinance. The attached draft ordinance includes provisions related to the following key areas:

A. Licensing History. All applicants are required to provide information regarding any proposed or actual adverse licensing action taken against an individual massage therapist or business license that the applicant has had an interest in within the past ten (10) years.

B. License Transferability. Clarifies that massage business licenses are non-transferable, and that a change in ownership of the entity holding the license requires approval of a new license.

C. Residency Requirement. Requires license holders to reside within one hundred fifty (150) miles of the massage business where massage services are provided (massage therapist) or where the business is located (massage business). Business owners may satisfy this requirement by having an on-site manager who lives within one hundred fifty (150) miles of the licensed premises.

D. Posting Requirements. Massage therapy businesses are required to prominently post their licenses and rates on the premises of the business.

Section 3. Council Action. The Council will consider the first reading of the following Ordinance at the October 28, 2019 Council meeting:

1. An Ordinance Amending Inver Grove Heights City Code Title 4, Chapter 8, Section 1, Related to Massage Business and Massage Therapist Licenses.

Attachments

AGENDA ITEM 7H

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

DAKOTA COUNTY - Case No. 19-41ZPV

Meeting Date:	October 28, 2019
Item Type:	Regular Agenda
Contact:	Allan Hunting 651.450.2554
Prepared by:	Allan Hunting, City Planner
Reviewed by:	

Fiscal/FTE Impact:

- [X] None
- [ ] Amount included in current budget
- [ ] Budget amendment requested
- [ ] FTE included in current complement
- [ ] Other

PURPOSE/ACTION REQUESTED

Consider the following requests for property located at the corner of Courthouse Boulevard and Concord Boulevard:

a) An Ordinance Amendment to change the zoning of the parcel from B-3, General Business to P, Institutional District.
   - Requires a 3/5th's vote.

c) A Resolution approving a Major Site Plan Approval for a 35,000 square foot government training building.
   - Requires a 3/5th's vote.
   - 60-day deadline: November 2, 2019 (first 60 days)

SUMMARY

Dakota County will be purchasing a six acre parcel from the City and constructing a 35,000 square foot two-story training facility. Access to the site would be via Courthouse Boulevard and parking is provided on both sides of the building.

ANALYSIS

The rezoning to Institutional is consistent with the comprehensive guide planning for the site. The site complies with all performance standards of the major site plan review.

RECOMMENDATION

Planning Staff: Recommends approval of the requests as presented.

Planning Commission: Also recommend approval of the requests as presented (8-0).

Attachments: Ordinance Amendment for Rezoning
Major Site Plan Resolution
Planning Commission Recommendation
Planning Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE INVER GROVE HEIGHTS CITY CODE

CASE NO. 19-41ZPV
(Dakota County)

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described property located within the City of Inver Grove Heights from B-3, General Business District to P, Institutional District to wit:

SEE EXHIBIT A

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. This Ordinance shall be in full force and effect from and after its publication according to law.

Enacted and ordained into an Ordinance this 28th day of October, 2019.

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Joseph Lynch, Interim Deputy Clerk

EXHIBIT A

PARCEL B

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northerly of the northerly right of way line of County Road 28A, southerly of the southerly right of way line of Trunk Highways No. 52 and 55 and northwesterly of the following described line:

Commencing at the southeast corner of said East Half of the Northeast Quarter; thence North 2 degrees 12 minutes 14 seconds East, assumed bearing, along the east line of said East Half, a distance of 1304.08 feet to the actual point of beginning of the line to be described; thence South 67 degrees 38 minutes 05 seconds West, a distance of 675.57 feet to the northerly Right-of-way line of County road No 28A and there terminating.

EXCEPT

That part which lies southeasterly of a line parallel with and distant 60.00 feet northwesterly from the following described line and its southeasterly extension: Commencing at the southeast corner of said East Half of the Northeast Quarter of Section 21; thence on an assumed bearing of North 00 degrees 15 minutes 29 seconds East, along the east line of said East Half of the Northeast Quarter, a distance of 1496.49 feet to the actual point of beginning of the line to be described; thence South 45 degrees 11 minutes 30 seconds West a distance of 499.73 feet to the southeasterly line of the above described property and there terminating.

ALSO EXCEPT

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northeasterly of the northerly right of way line of County Road 28A, southwesterly of the southerly boundary of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127 and northwesterly of the following described line:

Commencing at Right of Way Boundary Corner B15 as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127; thence South 51 degrees 39 minutes 12 seconds East, along the boundary of said plat, a distance of 808.91 feet to the beginning of the line to be described; thence South 49 degrees 41 minutes 05 seconds West a distance of 220.83 feet; thence South 2 degrees 48 minutes 51 seconds East a distance of 35.33 feet; thence South 52 degrees 41 minutes 30 seconds West a distance of 41.00 feet; thence North 79 degrees 25 minutes 02 seconds West a distance of 33.34 feet; thence South 49 degrees 41 minutes 05 seconds West a distance of 114.91 feet to said northerly right of way line of County Road 28 A and there said line terminates.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A MAJOR SITE PLAN APPROVAL FOR A 35,000 SQUARE FOOT GOVERNMENT TRAINING CENTER

(Dakota County)
Case No. 19-41ZPV)

WHEREAS, an application for a Major Site Plan Approval has been submitted for the property located at the corner of Courthouse Boulevard Court and Concord Boulevard and legally described as:

SEE EXHIBIT A

WHEREAS, the aforedescribed property is zoned P, Institutional Zoning District;

WHEREAS, a public hearing concerning the major site plan approval was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on October 1, 2019;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Major Site Plan Approval for a 35,000 square foot government training center is hereby approved with 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 Layout and Paving Plan	dated 10/18/19
Grading & Drainage Plan	dated 10/18/19
Utility Plan	dated 10/18/19
Demolition Plan (tree removal)	dated 9/20/19
Landscape Plan (2 sheets)	dated 9/20/19

Electrical Site Plan	dated 9/3/19
Exterior Elevations	dated 9/20/19
Architectural Renderings	dated 9/3/19

2. All parking lot lighting on site shall be a down cast "shoe-box" style and the bulb shall not be visible from property lines. Any wall lighting shall be directed such that the source of light is hooded, recessed or controlled in some manner so as not to be visible from streets.

4. Prior to issuance of building permits, the final grading, drainage and erosion control, vegetative plan and utility plans shall be approved by the City Engineer including addressing comments from the City Engineer's memos.

5. Any roof top and/or ground utility equipment shall be substantially screened from public view.

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

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

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joseph Lynch, Interim Deputy Clerk

EXHIBIT A

PARCEL B

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northerly of the northerly right of way line of County Road 28A, southerly of the southerly right of way line of Trunk Highways No. 52 and 55 and northwesterly of the following described line:

Commencing at the southeast corner of said East Half of the Northeast Quarter; thence North 2 degrees 12 minutes 14 seconds East, assumed bearing, along the east line of said East Half, a distance of 1304.08 feet to the actual point of beginning of the line to be described; thence South 67 degrees 38 minutes 05 seconds West, a distance of 675.57 feet to the northerly Right-of-way line of County road No 28A and there terminating.

EXCEPT

That part which lies southeasterly of a line parallel with and distant 60.00 feet northwesterly from the following described line and its southeasterly extension: Commencing at the southeast corner of said East Half of the Northeast Quarter of Section 21; thence on an assumed bearing of North 00 degrees 15 minutes 29 seconds East, along the east line of said East Half of the Northeast Quarter, a distance of 1496.49 feet to the actual point of beginning of the line to be described; thence South 45 degrees 11 minutes 30 seconds West a distance of 499.73 feet to the southeasterly line of the above described property and there terminating.

ALSO EXCEPT

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northeasterly of the northerly right of way line of County Road 28A, southwesterly of the southerly boundary of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127 and northwesterly of the following described line:

Commencing at Right of Way Boundary Corner B15 as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127; thence South 51 degrees 39 minutes 12 seconds East, along the boundary of said plat, a distance of 808.91 feet to the beginning of the line to be described; thence South 49 degrees 41 minutes 05 seconds West a distance of 220.83 feet; thence South 2 degrees 48 minutes 51 seconds East a distance of 35.33 feet; thence South 52 degrees 41 minutes 30 seconds West a distance of 41.00 feet; thence North 79 degrees 25 minutes 02 seconds West a distance of 33.34 feet; thence South 49 degrees 41 minutes 05 seconds West a distance of 114.91 feet to said northerly right of way line of County Road 28 A and there said line terminates.

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: October 1, 2019

SUBJECT: **DAKOTA COUNTY (SMART BUILDING) – CASE NO. 19-41ZPV**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a rezoning of the property from B-3, General Business to P, Institutional, a major site plan review for the construction of the SMART Center building and other property improvements related thereto, and a variance to allow a 34-foot setback along TH 52/55 whereas 75 feet is required, for the property located at the northern corner of Concord Boulevard and Courthouse Boulevard. 35 notices were mailed.

Presentation of Request
Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the property is located just south of the new fire station. The County plans to purchase this 6.18-acre site from the City to construct a specialized training facility (SMART). The applicant is requesting the property be rezoned from B-3, General Business to P, Public/Institutional and a major site plan approval for a 35,000 square foot government training facility. The project will be a two-level training center with associated parking lot on each side of the building, and access via Courthouse Boulevard Court. The public hearing notice mentioned a variance; however, a variance is not included with this request as the proposed building and parking lot meet setbacks. The purchase agreement between the County and the City has a stipulation that the City agrees to consider a variance similar to the one granted for the Fire Station if the County needs a future building addition that requires a setback variance from Highway 52/55. Staff recommends approval of the rezoning and site plan approval as presented.

Chair Maggi asked if this was close to the location where Gateway Church wanted to change the zoning from commercial to public/institutional.

Mr. Hunting replied that it was across the highway a short distance.

Chair Maggi asked why staff supported this change but was opposed to the church request.

Mr. Hunting replied that staff felt it was important to maintain the commercial site in the Arbor Pointe area, but this property was guided for Public Institutional.

Commissioner Simon asked if Commissioners would be voting on a variance today, noting that the County's narrative refers to a variance from setback.

Mr. Hunting replied there is no action on the variance tonight.

Commissioner Simon asked if the variance not being voted on tonight affected the public notice.

Mr. Hunting replied it did not.

Opening of Hearing
Joe Lexa, owner representative for Dakota County, advised he was available to answer any questions.

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

Mr. Lexa replied in the affirmative.

Commissioner Lissarrague asked how many people would be employed at this location.

Mr. Lexa replied he was unsure of the exact number at this time.

Commissioner Robertson asked if the staff conducting the training would be contract or County employees.

Mr. Lexa replied that the Minnesota Crisis Intervention team would be leasing space but all other employees in the building would be County employees.

Chair Maggi closed the public hearing.

Planning Commission Discussion
Commissioner Niemioja stated she supported the request but hoped that any future variance would be dealt with based on a practical difficulty the same as every other site and not based on a statement in a purchase agreement.

Planning Commission Recommendation
Motion by Commissioner Scales, second by Commissioner Lissarrague, to approve the request for a rezoning of the property from B-3, General Business to P, Public/Institutional and a major site plan review for the construction of the SMART Center building and other property improvements related thereto, for the property located at the northern corner of Concord Boulevard and Courthouse Boulevard with the five conditions listed in the report.

Motion carried (8/0). This item goes to the City Council on October 28, 2019.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

CASE NO: 19-41ZPV

APPLICANT: Dakota County

PROPERTY OWNER: City of Inver Grove Heights

REQUEST: Rezoning, Major Site Plan

HEARING DATE: October 1, 2019

LOCATION: 92XX Courthouse Blvd.

COMPREHENSIVE PLAN: Public Institutional

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The City acquired an 11.6 acre parcel to locate the city's third fire station. Through the administrative subdivision process, the parcel was split into two lots. The City will sell the second parcel to Dakota County to construct their Safety and Mental Health Alternative Response Training Center (SMART). The project site is approximately 6.18 acres. The project would consist of a 2-level training center approximately 35,000 square feet in size, associated parking lot on each side of the building and landscaping. Access would be via Courthouse Boulevard Court.

The specific requests consist of the following:

a) A Rezoning of Parcel from B-3, General Business to P, Institutional.
b) A Major Site Plan Approval for a 35,000 square foot government training facility.

EVALUATION OF THE REQUEST

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

North: City fire station; zoned P; guided Public Institutional
East: Highway 52/55, Arbor Pointe commercial
West: Large lot residential; zoned E-1; guided RDR
South: Large lot residential; zoned E-1; guided RDR

REZONING

A rezoning to P, Institutional is required to be consistent with the comprehensive plan land use plan. Government buildings are a permitted use within this zoning district.

The comprehensive plan land use designation of the parcel was listed as Public Institutional with the submittal of the 2040 comp plan to Met Council. Met Council will act on the plan on October 9. The rezoning would take effect once the City Council approves the plan in later October.

MAJOR SITE PLAN APPROVAL

Improvements to the site consists of a 35,000 square foot training facility containing offices, and classrooms on the upper floor and storage and vehicle access on the lower level. Staff and employee parking would be on the east side of the building and public parking would be on the west side.

Setbacks. The proposed building and parking lot meet setbacks from all property lines.

The purchase agreement between the City and County has a stipulation that if the County needs any building additions in the future towards the highway that may require a setback variance, the City agrees to consider a variance similar to the one granted for the Fire Station.

Building Coverage/Floor Area Ratio. The Institutional zoning district has a maximum building coverage of 20% of the lot and floor area ratio (FAR) of 0.25. The proposed building would cover 6.6% of the site and the two-story building would have a FAR of 0.13.

Parking. The zoning ordinance does not have a specific parking requirement for training centers like this. The plan provides for 77 parking spaces which would provide space for employees and those using the training facility. Staff is comfortable with the parking proposed.

Access. The project is proposed with one access point onto Courthouse Boulevard. Access is limited due to the topography of the lot. The lot is flatter along Courthouse, while there is steep elevation change between the site and Concord.

Landscaping/Tree Reforestation. The City's landscape policy requires a minimum of 50 over story trees, or the equivalent, be planted on site. This is based on one tree per 50 lineal feet of site perimeter (2,087 lineal feet) plus one tree per 10 parking spaces. Over story trees equal minimum 2.5 caliper inch deciduous or minimum six foot tall coniferous trees. Equivalent plantings are allowed at 2:1 for ornamental trees and 6:1 for shrubs. At least 50% of the plantings must be over story. All plantings must be at least five feet from the front property line along the right-of-way and must also be located outside of any drainage and utility easements.

The submitted landscape plan shows 69 over story trees consisting of deciduous and coniferous trees, and an equivalent of 75 overstory trees in shrub plantings which exceeds the requirement. The plantings are scattered throughout the site.

The proposed project and grading would remove 47% of the existing trees on site. The maximum allowed removal without the need for reforestation is 50%.

Building Materials. The proposed building consists of a mix of textured concrete panels and metal panel details. All materials proposed comply with ordinance standards. The building height to the tallest portion of the building is approximately 32 feet. Maximum height in the Institutional district is 40 feet.

Engineering. Engineering has reviewed plans and finds the design acceptable with some minor changes to the storm water design. A storm water facilities maintenance agreement will be required and executed prior to work commencing on the site.

Lighting. An electrical lighting plan has been submitted which identifies all lighting will be using down cast style fixtures on the light poles and building. The illumination pattern complies with the zoning code maximums.

Roof Top Screening. The code requires all rooftop and ground mounted mechanical equipment to be screened 100% from view of the public. The plan identifies some ground mounted equipment on the south side of the building. These units will be screened with aluminum panels and screened louvers which comply with code requirements.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:

o Approval of the **Rezoning** of Parcel A to P, Institutional District. The zoning change shall go into effect once the 2040 Comprehensive Plan is adopted by the City Council.

o Approval of the **Major Site Plan Approval** for a 35,000 square foot government training center 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 Layout and Paving Plan	dated 9/20/19
Grading & Drainage Plan	dated 9/20/19
Utility Plan	dated 9/20/19
Demolition Plan (tree removal)	dated 9/20/19
Landscape Plan (2 sheets)	dated 9/20/19

Electrical Site Plan	dated 9/3/19
Exterior Elevations	dated 9/20/19
Architectural Renderings	dated 9/3/19

2. All parking lot lighting on site shall be a down cast "shoe-box" style and the bulb shall not be visible from property lines. Any wall lighting shall be directed such that the source of light is hooded, recessed or controlled in some manner so as not to be visible from streets.

4. Prior to issuance of building permits, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer including addressing comments from the City Engineer's memo dated 9/17/19.

5. Any roof top and/or ground utility equipment shall be substantially screened from public view.

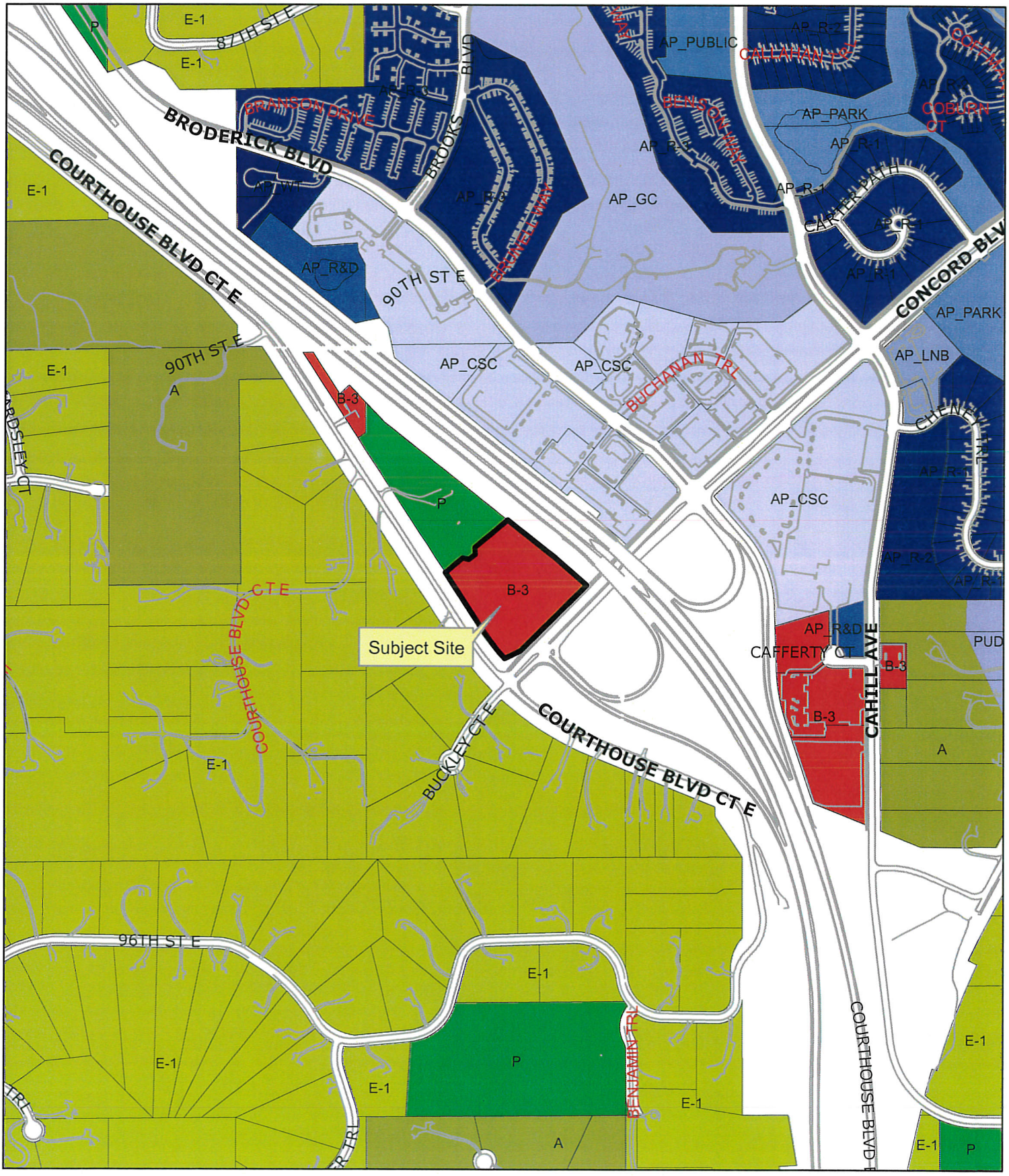
B. **Denial**. If the Planning Commission does not favor the proposed application, or portions thereof, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Staff recommends approval of the applications subject to the conditions listed in the report.

Attachments: Location Map
Applicant Narrative
Site Layout and Paving Plan
Grading & Drainage Plan
Utility Plan
Demolition Plan (tree removal)
Landscape Plan (2 sheets)
Electrical Site Plan
Exterior Elevation Plan
Architectural Renderings

Location Map
Case No. 19-41ZPV



Dakota
COUNTY

Capital Project Management, 1590 Highway 55, Hastings, MN 55033

August 30, 2019

City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
Phone 651-450-2545

Re: Safety and Mental Health Alternative Response Training (SMART) Center
Major Site Plan Review

Dear City of Inver Grove Heights:

The proposed Dakota County "Safety and Mental Health Alternative Response Training Center" (SMART Center) is a multi-taskforce facility for training first responders in mental health and crisis intervention. The SMART Center is centrally located and will serve as a regional hub for law enforcement and first responders from across the State to access important resources and crisis intervention training for people suffering from mental health issues. The facility will also provide a central location for the Electronic Crimes Unit and Drug Task Force.

Specifically, this submission seeks to gain the City of Inver Grove Heights (IGH) major site plan review, a variance matching the setback requirements along the TH 52/55 boundary equal to the fire station on the adjacent property, rezone the real property to P Public/Institutional from B-3 General Business, and final Council approval for the project. The proposed building currently is planned for a site owned by IGH and will be located at the corner of Concord and Courthouse Blvd Court. Following is a summary of statistical information regarding the project:

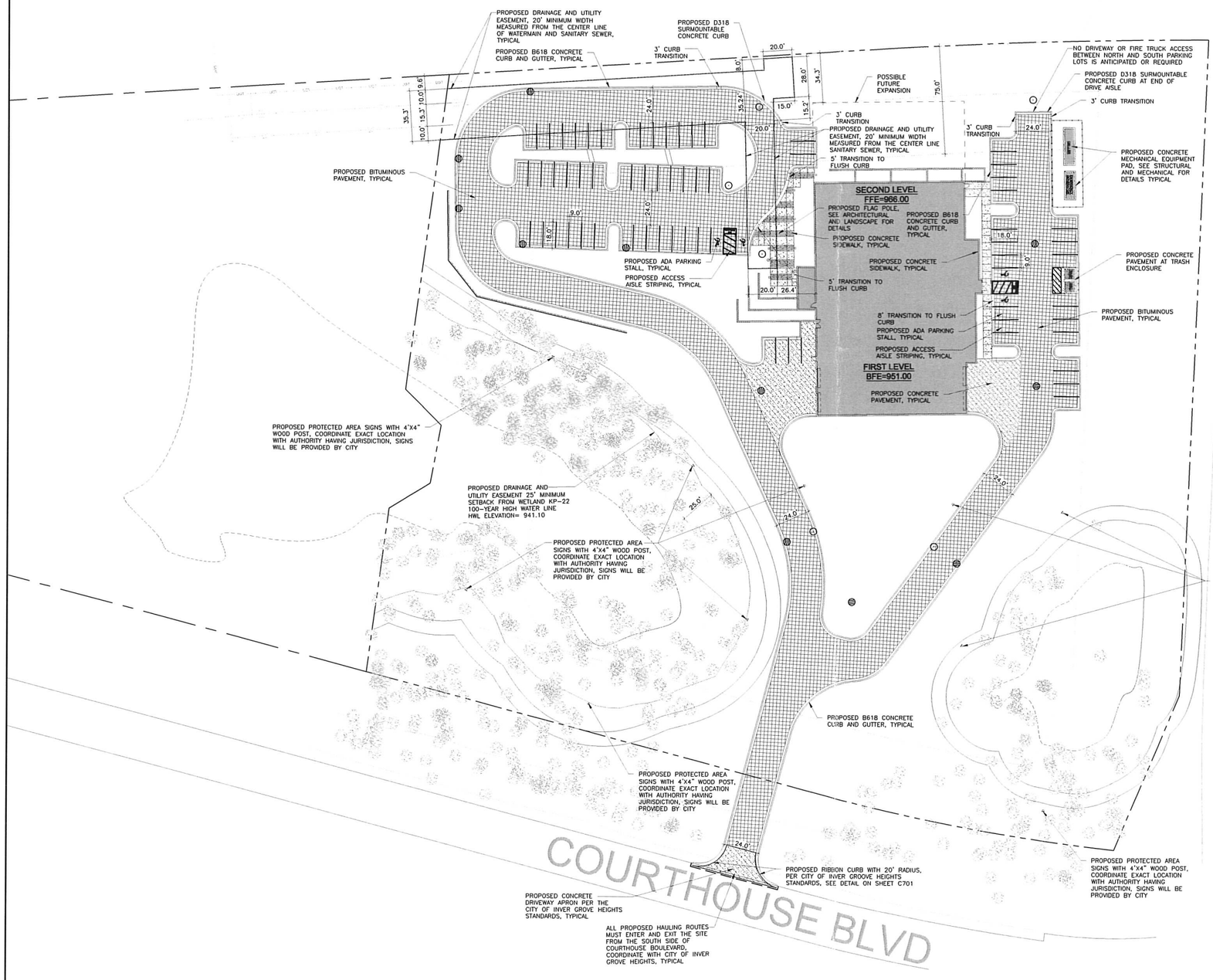
- The project site is approximately 6.18 acres and contains wetlands and significant tree coverage.
- The proposed building is a 2-level facility and is approximately 35,000 square feet (plus/minus).
- The proposed project includes a total of 77 parking spaces which has 73 standard spaces and 4 ADA spaces.
- There are 2 drive through bays for equipment and law enforcement vehicles at the lower level of the building.
- There is a building loading bay.
- All on site equipment and trash are fully screened.
- The project will meet v. 3.1 of the B3 as well as Dakota County's High-Performance Design Standards.
- The building is anticipated to incorporate architectural precast panels, brick veneer, glazing and metal trim and copings. The primary structural frame will be steel, concrete and precast.

In conclusion this an important facility for the Community, County and State and servers a segment of the population that is currently underserved. Should you have any questions regarding the project please feel free to reach out to me at your convenience.

Sincerely,

Joe Lexa
Senior Project Manager
Capital Project Management
Office 651.438.4566 or Mobile 651.797.9138
Email: Joe.Lexa@co.dakota.mn.us

Cc email only: Jay Biedny, Dakota County
James O'Shea, Collaborative Design Group



PROPOSED PARKING COUNT		
LOCATION	PROPOSED STANDARD SPACES	PROPOSED ACCESSIBLE SPACES
NORTH LOT – PUBLIC AREA UPPER LEVEL	46	2
SOUTH LOT – PRIVATE AREA LOWER LEVEL	24	2
WEST LOT – PRIVATE AREA LOWER LEVEL	3	0
TOTAL	73	4
GRAND TOTAL	77	

NORTH

1 C600 SITE LAYOUT AND PAVING PLAN

0 30' 60' 90'

1"=30'

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Dakota COUNTY
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FAX 763.537.1354

Dakota County SMART Center
Concord Blvd. & Courthouse Blvd.
Inver Grove Heights, Minnesota

MAJOR SITE PLAN REVIEW:
VARIANCE REQUEST
October 18, 2019

REVISION LOG

NO.	DATE	DESCRIPTION

19-009
PROJECT NUMBER

DRAWN BY | CHECKED BY

PROJECT MGR. | PROJECT ARCH.

SITE LAYOUT AND PAVING PLAN

C600

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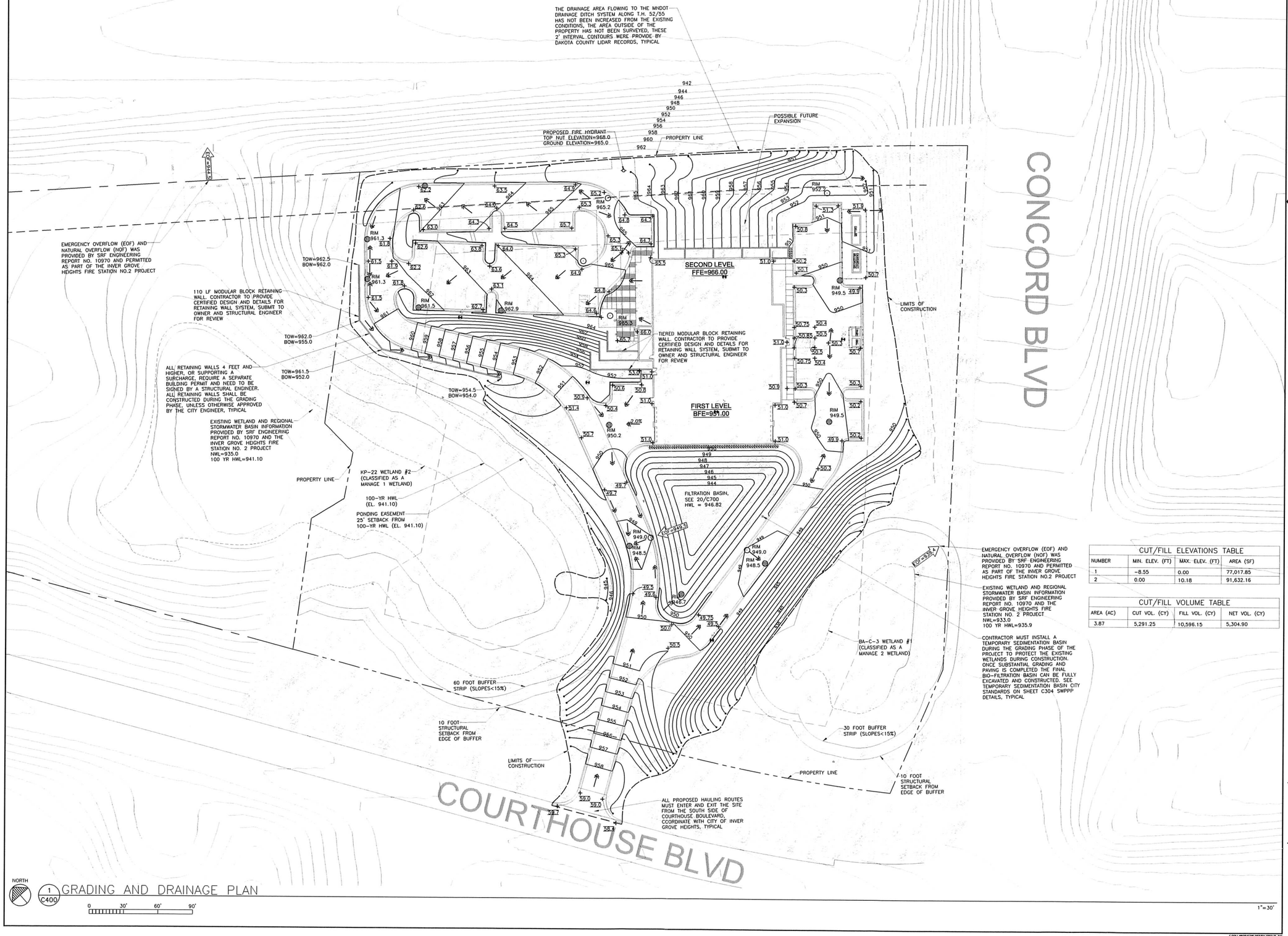

CUT/FILL ELEVATIONS TABLE			
NUMBER	MIN. ELEV. (FT)	MAX. ELEV. (FT)	AREA (SF)
1	-8.55	0.00	77,017.85
2	0.00	10.18	91,632.16

CUT/FILL VOLUME TABLE			
AREA (AC)	CUT VOL. (CY)	FILL VOL. (CY)	NET VOL. (CY)
3.87	5,291.25	10,596.15	5,304.90

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Dakota County SMART Center

Concord Blvd. & Courthouse Blvd.
Inver Grove Heights, Minnesota

MAJOR SITE PLAN REVIEW:
VARIANCE REQUEST
October 18, 2019

REVISION LOG

NO.	DATE	DESCRIPTION

19-009
PROJECT NUMBER

DRAWN BY | CHECKED BY
PROJECT MGR. | PROJECT ARCH.

GRADING AND DRAINAGE PLAN

C400

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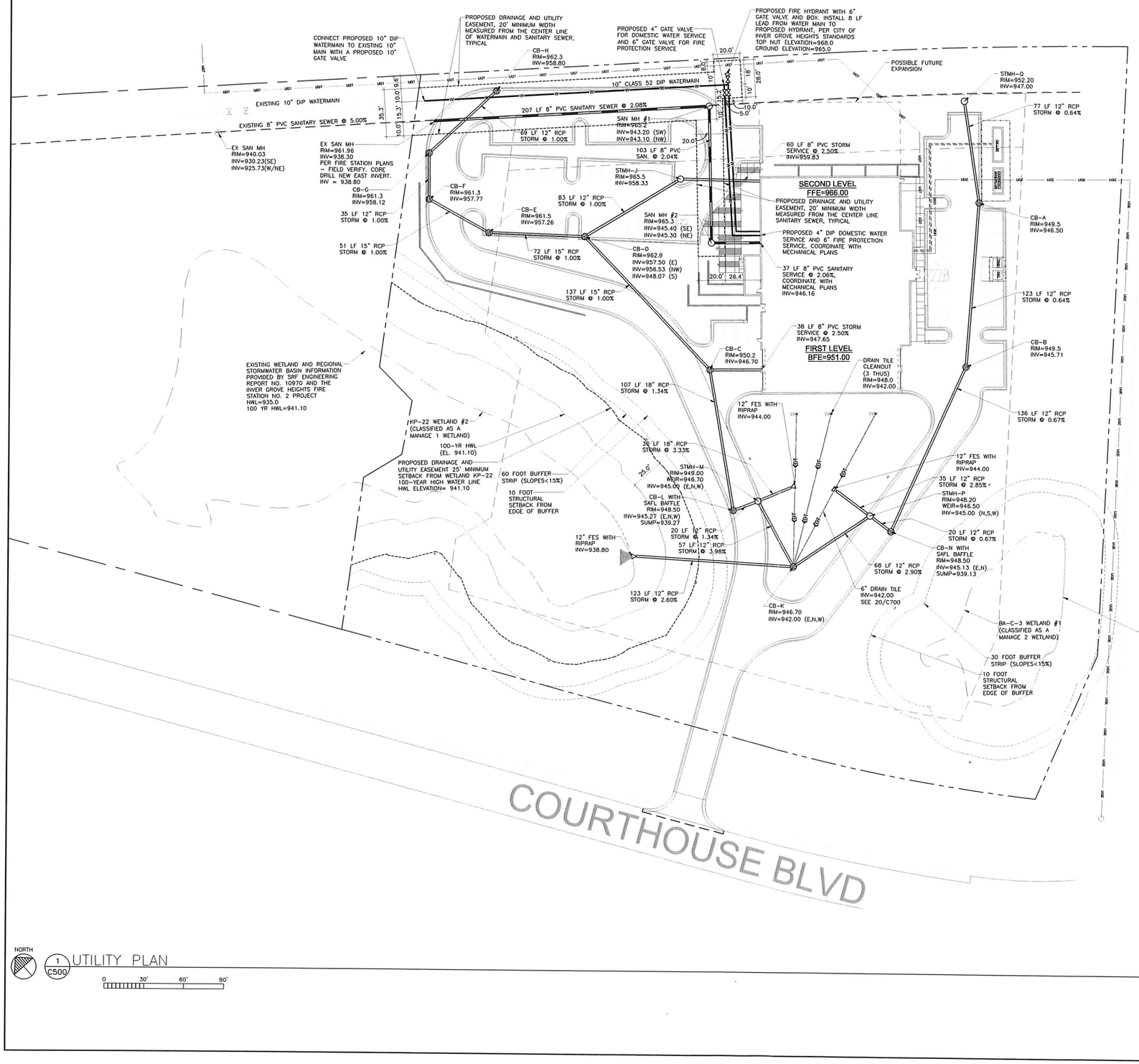

STRUCTURE SCHEDULE			
STRUCTURE ID	GRATE TYPE	STRUCTURE	REMARKS
SAN MH #1	R-1642-A	48" CYLINDRICAL	STAMPED "SANITARY"
SAN MH #2	R-1642-A	48" CYLINDRICAL	STAMPED "SANITARY"
CB-A	R-2556	48" CYLINDRICAL	AREA DRAIN
CB-B	R-2556	48" CYLINDRICAL	AREA DRAIN
CB-C	R-2556	48" CYLINDRICAL	AREA DRAIN
CB-D	R-3067-V	48" CYLINDRICAL	CURB INLET
CB-E	R-3067-V	48" CYLINDRICAL	CURB INLET
CB-F	R-3067-V	48" CYLINDRICAL	CURB INLET
CB-G	R-3067-V	48" CYLINDRICAL	CURB INLET
CB-H	R-3067-V	48" CYLINDRICAL	CURB INLET
STMH-J	R-1642-A	48" CYLINDRICAL	STORM MANHOLE
CB-K	R-2560-E1	48" CYLINDRICAL	BEEHIVE GRATE
CB-L	R-3067-V	72" CYLINDRICAL	CURB INLET
STMH-M	R-1642-A	48" CYLINDRICAL	STORM MANHOLE
CB-N	R-3067-V	72" CYLINDRICAL	CURB INLET
STMH-P	R-1642-A	48" CYLINDRICAL	STORM MANHOLE
STMH-Q	R-1642-A	48" CYLINDRICAL	STORM MANHOLE

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MAJOR SITE PLAN REVIEW:
VARIANCE REQUEST
October 18, 2019

REVISION LOG

NO.	DATE	DESCRIPTION
01	09-20-19	CITY RESUBMITTAL

19009
PROJECT NUMBER

DRAWN BY | CHECKED BY
PROJECT MGR. | PROJECT ARCH.

UTILITY PLAN

C500

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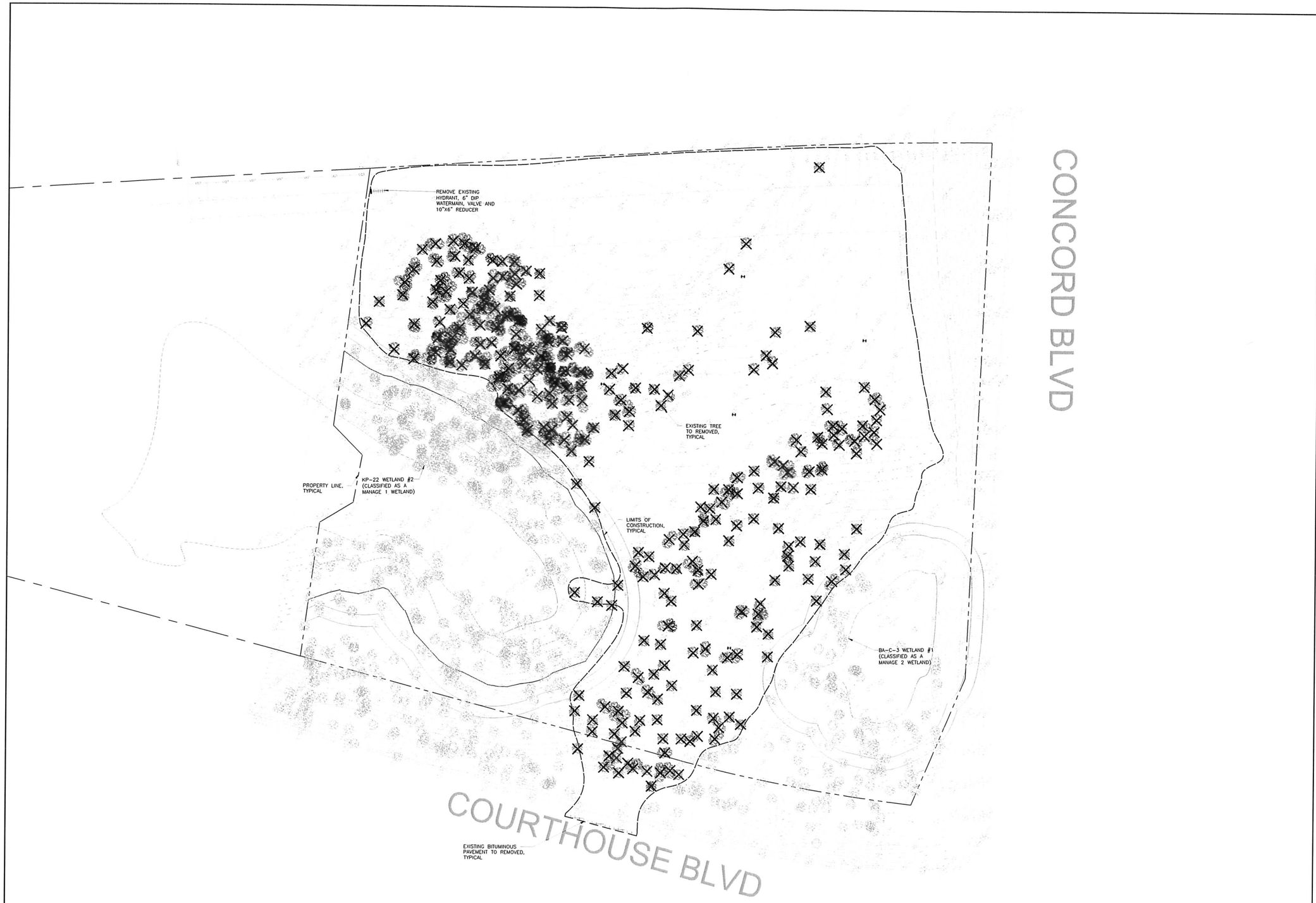

NORTH

1 C200 DEMOLITION PLAN

0 30' 60' 90'

1"=30'

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MAJOR SITE PLAN REVIEW:
Comments Revision A
September 20, 2019

REVISION LOG

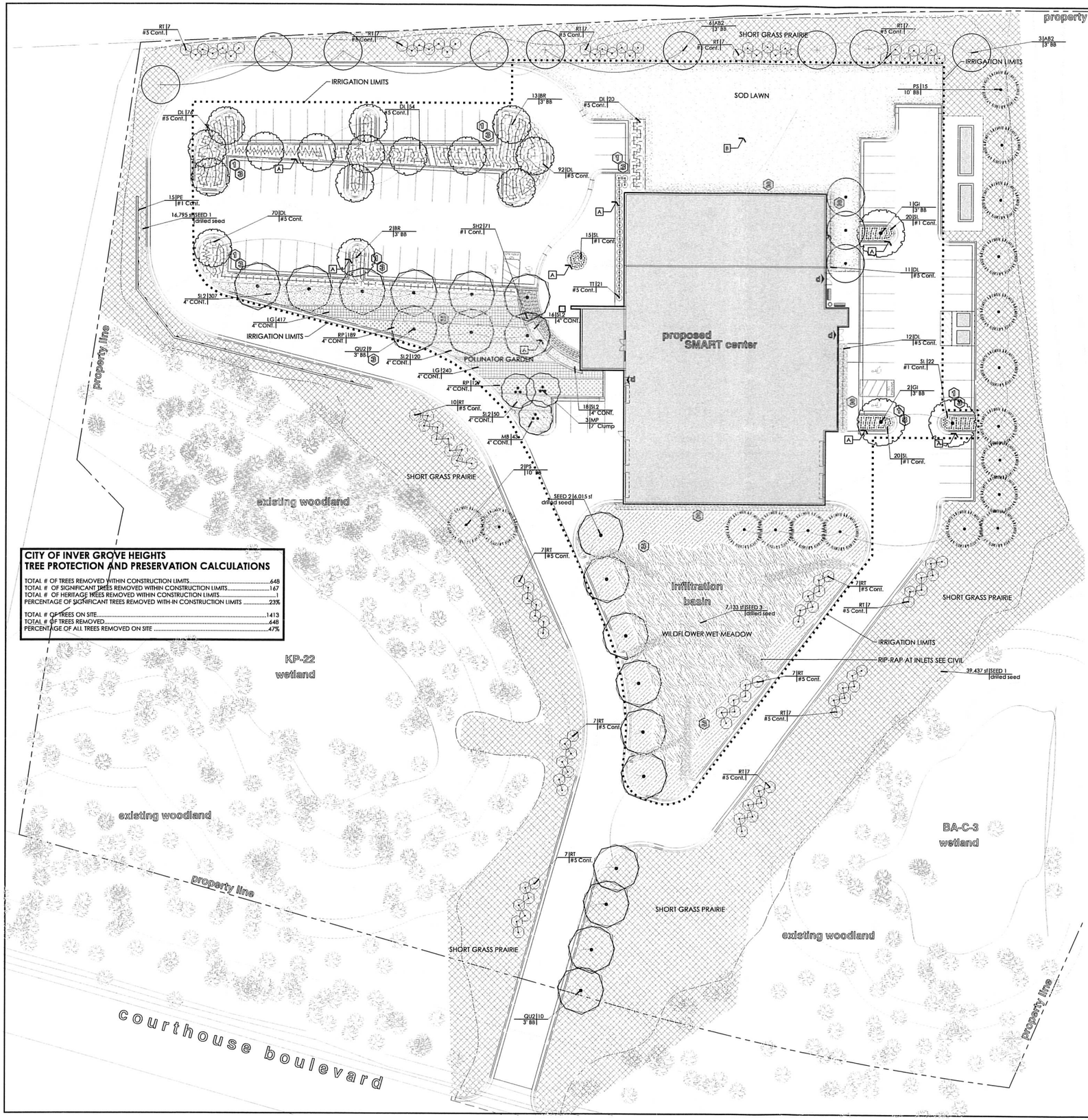
NO.	DATE	DESCRIPTION

19-009
PROJECT NUMBER

RAW — DRAWN BY
PWS — CHECKED BY
PWS — PROJECT MGR.
PROJECT ARCH.

DEMOLITION PLAN

C200



CITY OF INVER GROVE HEIGHTS
TREE PROTECTION AND PRESERVATION CALCULATIONS

TOTAL # OF TREES REMOVED WITHIN CONSTRUCTION LIMITS	648
TOTAL # OF SIGNIFICANT TREES REMOVED WITHIN CONSTRUCTION LIMITS	167
TOTAL # OF HERITAGE TREES REMOVED WITHIN CONSTRUCTION LIMITS	1
PERCENTAGE OF SIGNIFICANT TREES REMOVED WITH-IN CONSTRUCTION LIMITS	23%
TOTAL # OF TREES ON SITE	1413
TOTAL # OF TREES REMOVED	648
PERCENTAGE OF ALL TREES REMOVED ON SITE	47%

CITY OF INVER GROVE HEIGHTS
LANDSCAPE CALCULATION

PERIMETER OF LOT AREA = 2,087 lf. = 42 OVER STORY TREES MIN.

key notes

1. HARDWOOD SHREDDED MULCH; APPLY TO A 4" DEPTH WITH PELLET WEED PREVENTER UNDER MULCH.
2. 2½" TRAP ROCK MULCH INSTALLED TO A 3" DEPTH ON NON WOVEN LANDSCAPE FABRIC
3. IRRIGATION: PROVIDE IRRIGATION FOR SOD AREAS WITHIN THE IRRIGATION LIMITS FOR 100 % COVERAGE. PROVIDE IRRIGATION TO ALL SHRUB AND PERENNIAL AREAS. IRRIGATIONS SYSTEM MUST MATCH EXISTING SYSTEM REFER TO DESIGN BUILD IRRIGATION SPECIFICATION. PROVIDE SHOP DRAWING FOR IRRIGATION SYSTEM INCLUDING HEAD LAYOUT, SPACING, TYPE, BACKFLOW PREVENTER LOCATIONS, POINT OF CONNECTION, SLEEVES, CONTROLLER, VALVE BOX LOCATIONS, ZONE INDICATIONS AND PIPE SIZING. PROVIDE ON-SITE OPERATION TUTORIAL FOR OWNER AN INCLUDE ALL MANUALS AND INFORMATION ON THE SYSTEM

planting soil notes

A — ALL PLANTING BEDS SHALL RECEIVE 12" PULVERIZED LOAM TOPSOIL BORROW MN DOT SPEC. 3877-2B ENHANCE WITH AGED AND SCREEN COMPOST

B — ALL SODDED(LAWN) AREA SHALL RECEIVE 4" MIN. COMMON TOPSOIL BORROW MN DOT SPEC. 3877-1A

planting notes

1. CONFIRM ALL QUANTITIES, SHAPES AND LOCATIONS OF BEDS, AND ADJUST AS REQUIRED TO CONFORM TO THE SITE CONDITIONS. CONFIRM ANY ADJUSTMENTS WITH THE LANDSCAPE ARCHITECT.
2. LOCATE ALL UTILITIES. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS WITH NEW CONSTRUCTION.
3. THE CONTRACTOR SHALL REMOVE FROM THE SITE ALL SOD/TURF WHICH HAS BEEN REMOVED FOR NEW PLANT BEDS. ANY PLANT STOCK NOT PLANTED ON DAY OF DELIVERY SHALL BE HEELED IN AND WATERED UNTIL INSTALLATION. PLANTS NOT MAINTAINED IN THIS MANNER WILL BE REJECTED.
4. THE PLAN TAKES PRECEDENCE OVER THE PLANT SCHEDULE IF DISCREPANCIES EXIST. ADVISE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
5. THE CONTRACTOR SHALL AVOID DAMAGING EXISTING TREES. DO NOT STORE OR DRIVE HEAVY MATERIALS OVER TREE ROOTS. DO NOT DAMAGE TREE BARK OR BRANCHES.
6. THE CONTRACTOR SHALL KEEP PAVEMENTS, FIXTURES AND BUILDINGS CLEAN AND UNSTAINED. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. THE PROJECT SITE SHALL BE KEPT CLEAR OF CONSTRUCTION WASTES AND DEBRIS.
7. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PLANTING SOIL QUANTITIES TO COMPLETE THE WORK SHOWN ON THE PLAN. MULCH, PLANTING SOIL AND OTHER MISCELLANEOUS PLANTING COMPONENTS SHALL BE CONSIDERED INCIDENTAL TO THE RELATED PLAN. VERIFY ALL QUANTITIES.
8. CONTRACTOR IS RESPONSIBLE FOR WATERING AND ALL PLANT CARE UNTIL FINAL ACCEPTANCE BY THE OWNER.
9. PLANT MATERIAL SHALL BE PROTECTED AND MAINTAINED UNTIL THE INSTALLATION OF PLANTINGS IS COMPLETE. INSPECTION HAS BEEN MADE AND PLANTING IS ACCEPTED EXCLUSIVE OF THE GUARANTEE
10. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, MULCHING, REMOVAL OF DEAD MATERIAL PRIOR TO GROWING SEASON, RE-SETTING PLANTS AND PROPER GRADE, AND KEEPING PLANTS IN A PLUMB POSITION. AFTER ACCEPTANCE, THE OWNER SHALL ASSUME MAINTENANCE RESPONSIBILITIES. HOWEVER, THE CONTRACTOR SHALL CONTINUE TO BE RESPONSIBLE FOR KEEPING THE TREES PLUMB THROUGHOUT THE GUARANTEE PERIOD.
11. WATERING: MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS ONCE A WEEK AND SOD EVERY OTHER DAY UNTIL ACCEPTANCE BY THE OWNER. IN EXTREMELY HOT, DRY WEATHER, WATER MORE OFTEN AS REQUIRED BY INDICATIONS OF HEAT STRESS SUCH AS WILTING LEAVES. CHECK MOISTURE UNDER MULCH PRIOR TO WATERING TO DETERMINE NEED. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER.

planting schedule

PLANTING DETAILS 1/L1 2/L1 3/L1 4/L1

TREES	CODE	BOTANICAL / COMMON NAME	CONT	QTY
	AB2	Acer x freemanii 'Ballston' / Matador Maple	3" BB	9
	BR	Betula nigra / River Birch HT 40' W 30'	3" BB	15
	GI	Gleditsia triacanthos 'Impcole' TM / Impcole Honeylocust	3" BB	3
	MP	Malus x 'Prairifire' / Prairifire Crab Apple HT 20' W 20'	7" Clump	3
	PS	Pinus strobus / White Pine	10' BB	17
	QU2	Quercus bicolor / Swamp White Oak	3" BB	19
	TM	Tilia mongolica 'Harvest Gold' / Harvest Gold Linden	3" BB	3

SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	DI	Diervilla lonicera / Dwarf Bush Honeysuckle	#5 Cont.	332
	RT	Rhus typhina / Staghorn Sumac	#5 Cont.	101
	TT	Taxus x media 'Tauntonii' / Tauton Yew	#5 Cont.	21

PERRENIALS	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	SL	Schizachyrium scoparium / Little Bluestem Grass	#1 Cont.	77
	SH2	Sporobolus heterolepis / Prairie Dropseed	#1 Cont.	72

VINE	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	PE	Parthenocissus quinquefolia 'Engelmannii' / Engelman Ivy	#1 Cont.	15

PERENNIAL AREAS	CODE	BOTANICAL / COMMON NAME	CONT	SPACING	QTY
	LG	Liatris pycnostachya / Gayfeather	4" CONT.	18" o.c.	657
	MB	Monarda fistulosa / Bergamot	4" CONT.	24" o.c.	43
	RP	Ratibida pinnata / Yellow Coneflower	4" CONT.	24" o.c.	316
	SL2	Schizachyrium scoparium / Little Bluestem Grass	4" CONT.	24" o.c.	511

GROUND COVERS	CODE	BOTANICAL / COMMON NAME	CONT	SPACING	QTY
	SEED 2	MIXED HT. MESIC WILDFLOWERS MIX	drilled seed		6,015 sf
	PP	Poa pratensis / Kentucky Bluegrass	sod		10,436 sf
	SEED 1	SHORT DRY GRASS MIX	drilled seed		56,232 sf
	SEED 3	TALL/WET WILDFLOWER MIX	drilled seed		7,133 sf

landscape plan 0' 10' 20' 30' — n — twenty

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Dakota COUNTY

Dakota County SMART Center

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Inver Grove Heights, Minnesota

LANDSCAPE PLAN

MAJOR SITE PLAN REVIEW:
Comments Revision A
September 20,2019

REVISION LOG

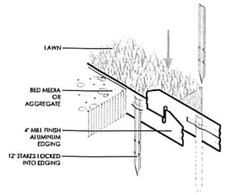
NO.	DATE	DESCRIPTION
2	9/20/2019	MSPR REVISION A
1	9/3/2019	SITE PLAN REVIEW

19020.00 PROJECT NUMBER

JPA DRAWN BY | JPA CHECKED BY

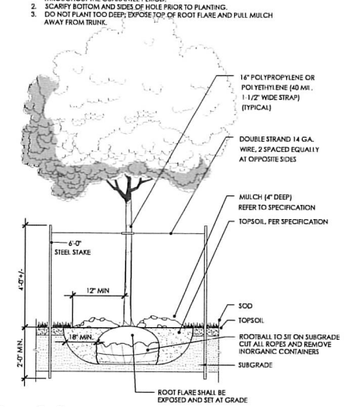
PROJECT MGR. | PROJECT ARCH.

L1.0



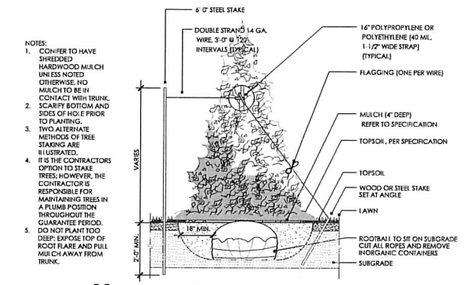
5 aluminum edge
scale: nts

NOTES:
1. IT IS THE CONTRACTORS OPTION TO STAKE TREES; HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TREES IN A PLUMB POSITION THROUGHOUT THE GUARANTEE PERIOD.
2. SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.
3. DO NOT PLANT TOO DEEP; EXPOSE TOP OF ROOT FLARE AND PULL MULCH AWAY FROM TRUNK.

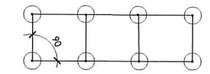


1 deciduous tree
scale: nts

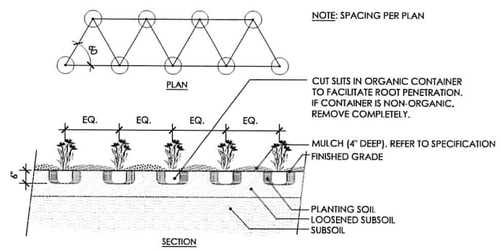
NOTES:
1. CONIFER TO HAVE SHREDDED HARDWOOD MULCH UNLESS NOTED OTHERWISE. NO MULCH TO BE IN CONTACT WITH TRUNK.
2. SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.
3. TWO ALTERNATE METHODS OF TREE STAKING ARE ILLUSTRATED.
4. IT IS THE CONTRACTORS OPTION TO STAKE TREES; HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TREES IN A PLUMB POSITION THROUGHOUT THE GUARANTEE PERIOD.
5. DO NOT PLANT TOO DEEP. EXPOSE TOP OF ROOT FLARE AND PULL MULCH AWAY FROM TRUNK.



2 coniferous tree
scale: nts

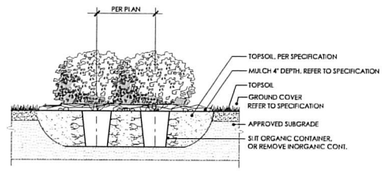


TYPICAL OFFSET SPACING



3 perennial
scale: nts

NOTES:
1. HAND LOOSEN ROOTS OF CONTAINERIZED MATERIAL (TYPICAL).
2. SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.
3. SHRUBS TO SIT ON SUBGRADE.
4. APPLY PELLET WEED PREVENTER PRIOR TO MULCHING.



4 shrub
scale: nts

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Dakota County

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Concord Blvd. & Courthouse Blvd.
Inver Grove Heights, Minnesota

LANDSCAPE DETAILS

MAJOR SITE PLAN REVIEW:
Comments Revision A
September 20,2019

REVISION LOG

NO.	DATE	DESCRIPTION
1	9/3/2019	SITE PLAN REVIEW

19020.00
PROJECT NUMBER

JPA — DRAWN BY
JPA — CHECKED BY
PROJECT MGR.
PROJECT ARCH.

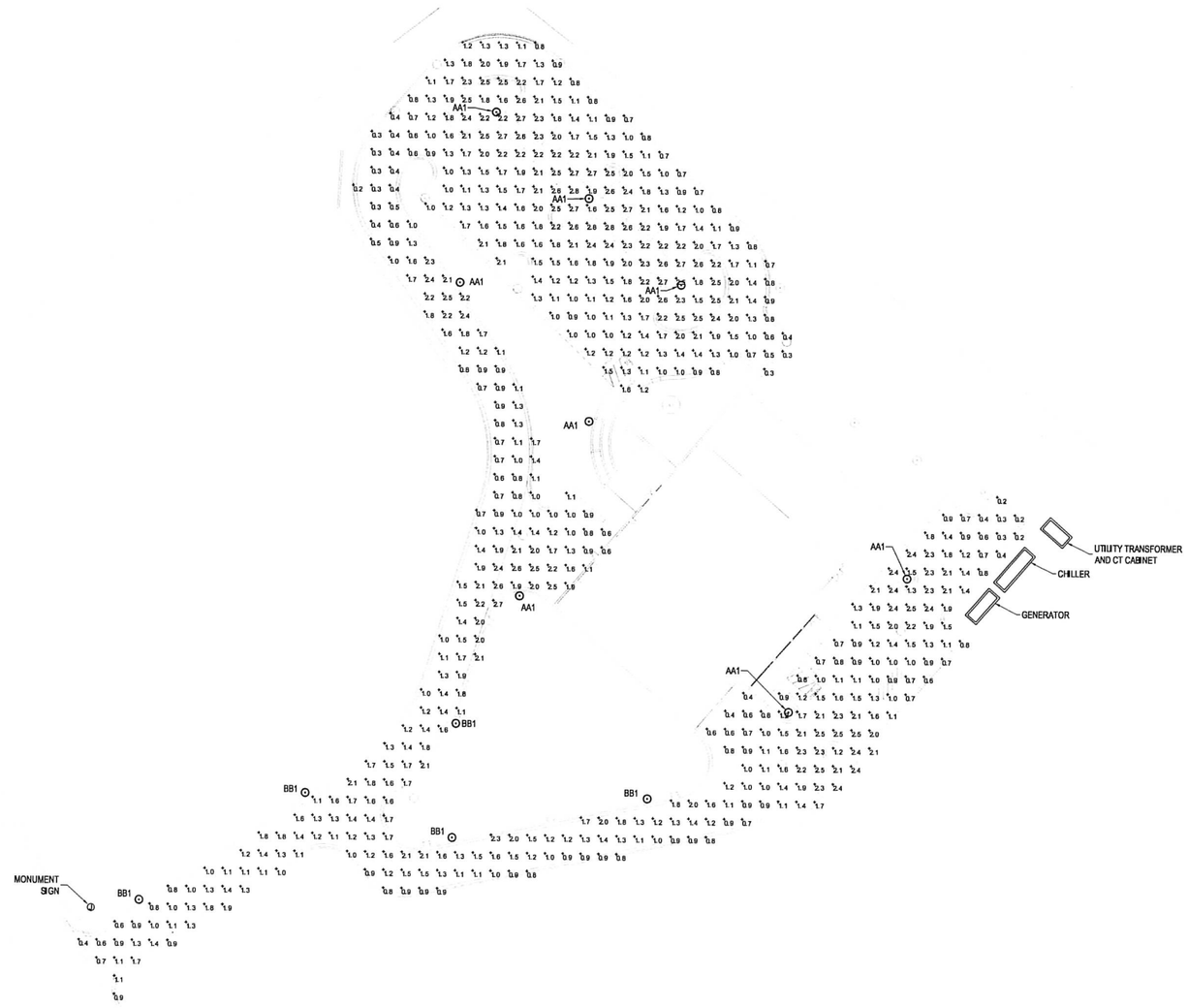
L1.1

2 LUMINAIRE TYPES AA1 & BB1
NO SCALE

PHOTOMETRY STATISTICS					
ZONE	AVERAGE	MAX	MIN	MAX/MIN	AVG/MIN
PARKING AND DRIVE	1.4 FC	2.8 FC	0.2 FC	14.0:1	7.0:1

LUMINAIRE SCHEDULE						
TYPE	DESCRIPTION	MANUFACTURER / SERIES & CATALOG NUMBER	MOUNTING	LIGHT SOURCE & DRIVER	VOLT	NOTES
AA1	LED POST TOP LUMINAIRE SYMMETRICAL DISTRIBUTION, 20' ROUND POLE INTEGRAL PHOTOELECTRIC & OCCUPANCY CONTROL	LITHONIA LIGHTING / RADEAN POST TOP RADPT LED - P5 - 40K - SYM - MVOLT - PT4 - PIR - RADFBC - RSS20 - DDBXD	POST TOP PROVIDE WITH 20' ROUND STRAIGHT POLE	LED, 4000K NOMINAL 16,300 LUMEN	277	
BB1	LED POST TOP LUMINAIRE PATHWAY DISTRIBUTION, 20' ROUND POLE INTEGRAL PHOTOELECTRIC & OCCUPANCY CONTROL	LITHONIA LIGHTING / RADEAN POST TOP RADPT LED - P5 - 40K - PATH - MVOLT - PT4 - PIR - RADFBC - RSS20 - DDBXD	POST TOP PROVIDE WITH 20' ROUND STRAIGHT POLE	LED, 4000K NOMINAL 13,300 LUMEN	277	

GENERAL NOTES:
- A. INTEGRAL PHOTOELECTRIC & OCCUPANCY CONTROL
- B. ALL LED DRIVERS SHALL HAVE 0-10V DIMMING CAPABILITY.
- C. LED PRODUCT LUMENS INDICATED ARE DELIVERED LUMENS.
- D. ALL EQUIVALENT PRODUCTS SHALL HAVE A LUMEN OUTPUT AND WATTAGE WITHIN 5% AS TO WHAT IS INDICATED.
- E. VOLTAGES ARE SHOWN FOR CIRCUITING REFERENCE. PROVIDE LUMINAIRES WITH MVOLT/UNIVERSAL VOLTAGE IF AVAILABLE.
- F. LUMINAIRES SCHEDULED REPRESENT BASIS OF DESIGN. PRE-BID APPROVED EQUALS WILL BE ACCEPTED. ALTERNATES WILL ONLY BE REVIEWED TO BE ACCEPTED 7 WORKING DAYS PRIOR TO BID DATE.



1 ELECTRICAL SITE PLAN
1" = 30'-0"

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MAJOR SITE PLAN REVIEW

September 3, 2019

REVISION LOG

NO.	DATE	DESCRIPTION

19020.00
PROJECT NUMBER

CAJ
DRAWN BY

DRD
CHECKED BY

PROJECT MGR.

PROJECT ARCH.

ELECTRICAL SITE PLAN

E100

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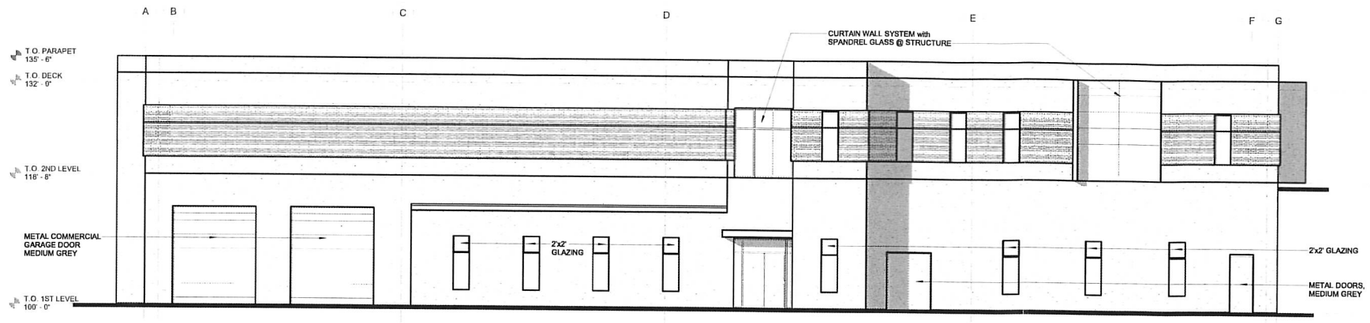
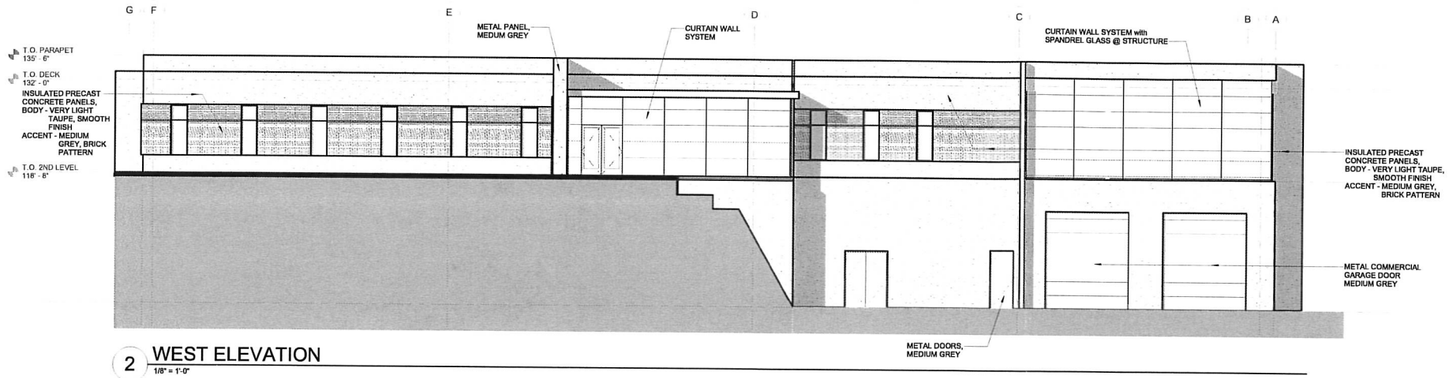
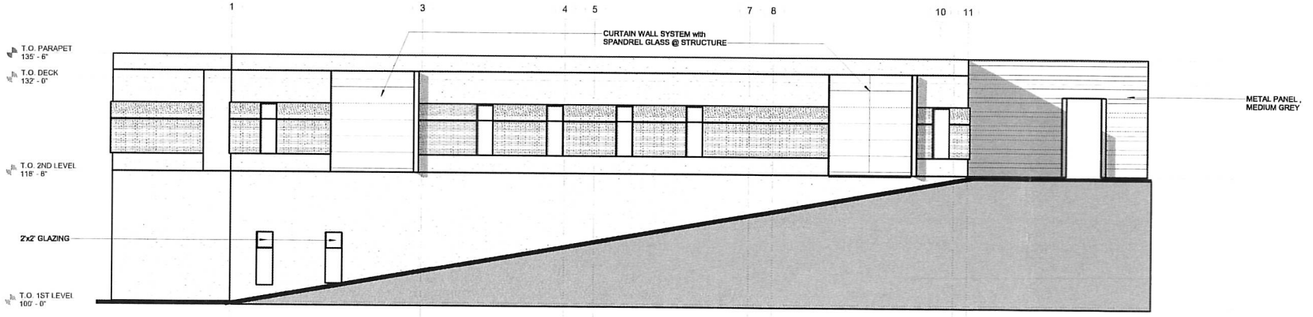


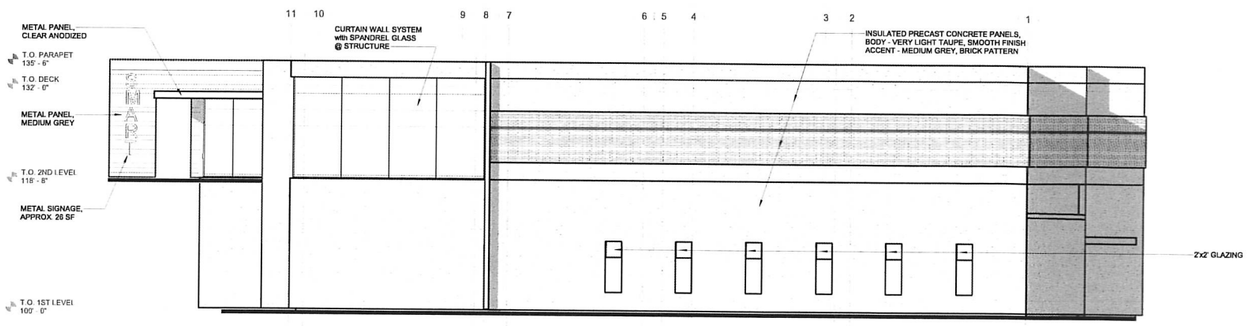
1 EAST ELEVATION
1/8" = 1'-0"



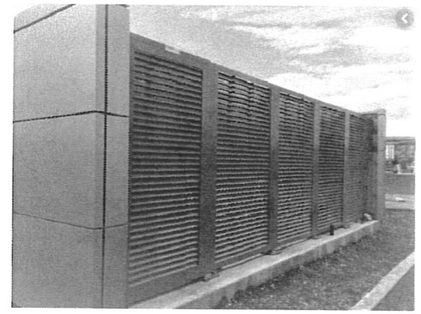
2 WEST ELEVATION
1/8" = 1'-0"



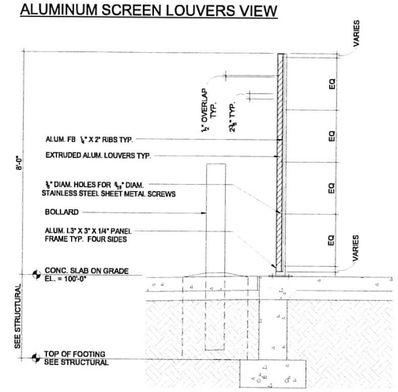
3 NORTH ELEVATION
1/8" = 1'-0"



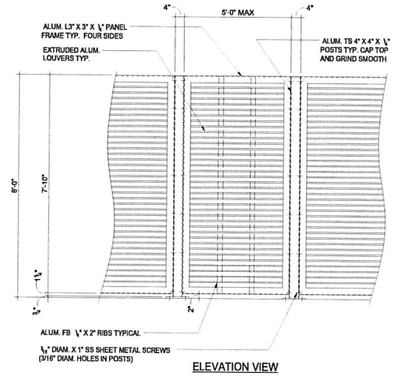
4 SOUTH ELEVATION
1/8" = 1'-0"



ALUMINUM SCREEN LOUVERS VIEW



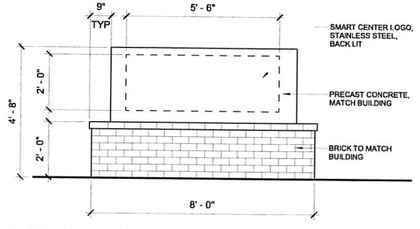
TYPICAL PANEL SECTION



ELEVATION VIEW

PLAN VIEW

5 ALUMINUM SCREEN LOUVERS DETAIL
1/2" = 1'-0"



6 MONUMENT SIGN ELEVATION
1/2" = 1'-0"

MONUMENT SIGN VIEW

9/20/2019 10:04:40 AM C:\Users\joey.CDG\Documents\Revit Local Files\19020.00_joeyrobe.rvt

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Dakota COUNTY

Dakota County SMART CENTER

Concord Blvd E & Courthouse Blvd,
Inver Grove Heights, MN

MSPR: COMMENTS
REVISION A
September 20, 2019

No.	Date	Description

19020
PROJECT NUMBER

Author
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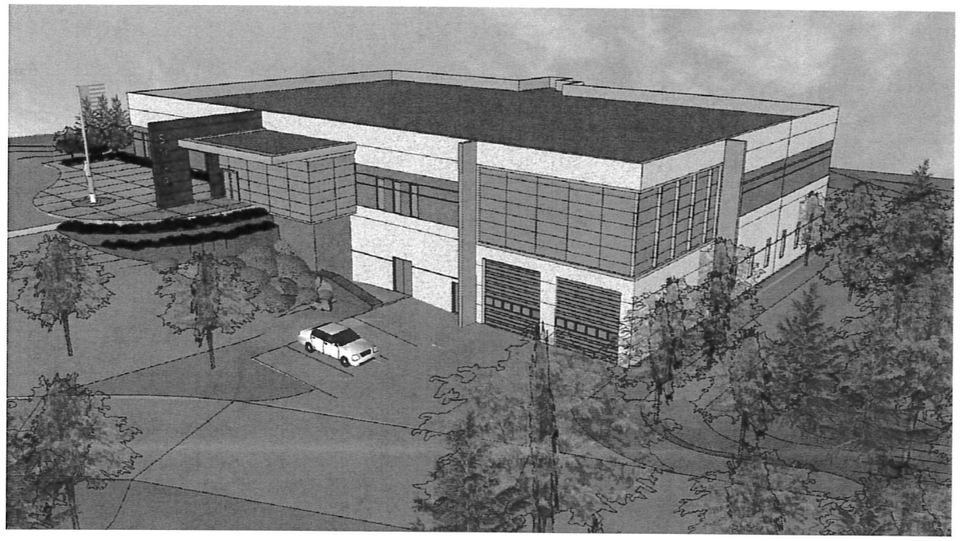
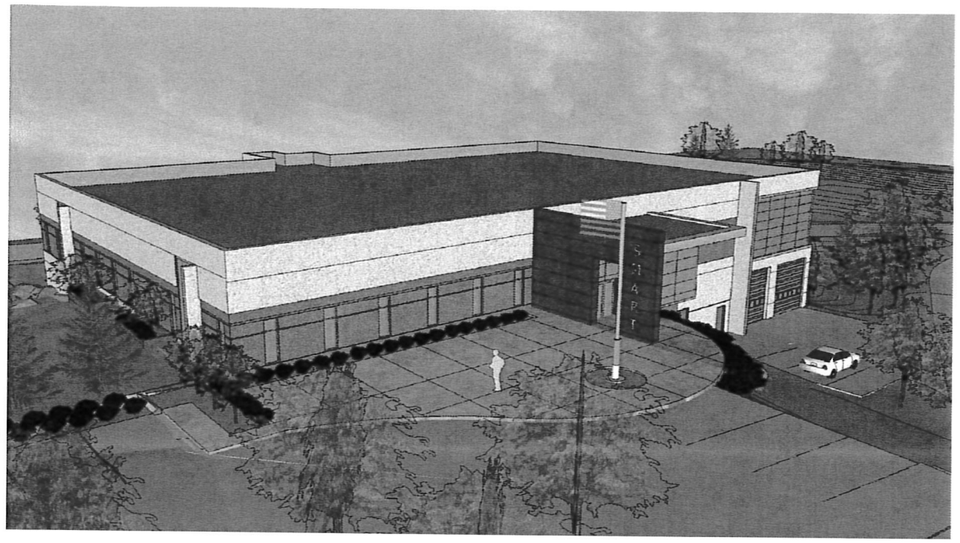
CHECKED BY
PROJECT MGR
PROJECT ARCH

EXTERIOR ELEVATIONS

A400





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Dakota COUNTY

Dakota County SMART CENTER

Concord Boulevard E & Courthouse Boulevard, Inver Grove Heights, MN

MAJOR SITE PLAN REVIEW
September 3, 2019

No.	Date	Description

XXXX
PROJECT NUMBER

Author
DRAWN BY | CHECKED BY

PROJECT MGR | PROJECT ARCH

ARCHITECTURAL RENDERINGS

A800

9/3/2019 12:41:48 PM C:\Users\xay.CDG\Documents\Revit Local Files\SMART Exterior_eyorobe.rvt

LEVANDER, GILLEN & MILLER, P.A.
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MEMO

TO: **Inver Grove Heights Mayor and Councilmembers**
FROM: **Timothy Kuntz, City Attorney**
DATE: **October 23, 2019**
RE: **SMART Training Center – Development Documents and Second Amendment to Purchase Agreement; October 28, 2019 Council Meeting**

Section 1. **Background**. On the October 28, 2019 Council meeting agenda, the Council will consider the following land use matters relating to the SMART Training Center:

- Comprehensive Plan Amendment
- Rezoning
- Major Site Plan

The application for the setback variance for a possible future expansion will be heard by the Council at the November 12, 2019 Council meeting.

At the October 28, 2019 Council meeting, the Council will consider approval of the following:

- Improvement Agreement
- Stormwater Facilities Maintenance Agreement
- Fire Hydrant License Agreement
- Second Amendment to Purchase Agreement

These documents are attached to this memo together with a Resolution approving the documents.

Section 2. **Salient Terms**. The salient terms of the development documents are:

a.) Park Dedication Fees. There are no park dedication fees owed by Dakota County for the Subject Property under the Improvement Agreement. Further, no park dedication fees will be owed by Dakota County or the City in the future when the Subject Property is platted.

b.) Connection Fees. The City is allowing Dakota County to connect to the City's 8" sanitary sewer and 10" watermain. Dakota County is responsible to pay the City for the WAC and SAC charges and the hookup and connection fees for sanitary sewer and water.

c.) Fiber Optic Connection. The City is allowing Dakota County to connect to the fiber optic system that is available at the common boundary line between the Subject Property and the City fire station property.

d.) Building Permit Fees. Prior to obtaining a building permit, Dakota County must pay the City the building permit fees.

e.) Right Of Entry Or Temporary Construction Easement. For purposes of connecting to the City's sanitary sewer and watermain, Dakota County may need to perform construction related activities on property outside of the Subject Property that is owned by the City. If needed, the City will grant to Dakota County a right of entry or temporary construction easement to allow Dakota County to perform construction work on property owned by the City with the condition that Dakota County agrees to restore any disturbed areas on the property owned by the City.

f.) Reforestation Plan. Dakota County shall comply with the natural resource restoration plan submitted by Dakota County to the City. The City acknowledges that such reforestation plan for plantings exceeds what would have otherwise been required for the Subject Property in connection with the Dakota County Improvements.

g.) Agreement Relating To Future Platting Of Subject Property. The City and Dakota County entered into a Purchase Agreement dated February 25, 2019, whereby the City is selling to the County a parcel of land for use by Dakota County as the SMART Training Center. The City owns approximately 5.54 acres of property adjoining the Subject Property which has an address of 9200 Courthouse Boulevard Court and is identified as Tax Parcel No. 20-02100-01-019 ("City Property"). Both the Subject Property and the City Property are unplatted metes and bounds legal descriptions.

At a future date, the City intends to plat the Subject Property and the City Property. Under Section 21 of the Purchase Agreement between the City and Dakota County, the City agrees that it will be responsible for the cost of platting the Subject Property and the City Property and that Dakota County will cooperate with the platting process and execute the typical plat documents.

With respect to the future plat comprising the Subject Property and City Property, Dakota County agrees to dedicate the following easements on the future plat as depicted on Exhibit F attached to the Improvement Agreement:

- On the future plat, Dakota County shall dedicate a 35 foot wide drainage and utility easement over the 8" sanitary sewer and 10" watermain in the location depicted on Exhibit F to the Improvement Agreement.

- On the future plat, Dakota County shall dedicate perimeter drainage and utility easements 10 feet in width along the boundary lines with Courthouse Boulevard Court, Highway 52 and Concord Boulevard and 5 feet in width along the boundary line between the Subject Property and the City Property in the locations depicted on Exhibit F to the Improvement Agreement.

- On the future plat, Dakota County shall dedicate a drainage and utility easement over "Wetland #1 / Regional Basin BA-C-3" in the area and location depicted on Exhibit F to this Improvement Agreement. City agrees that Dakota County does not have to grant a separate access easement to the City or construct a separate access road for the City in connection with the drainage and utility easement to be dedicated over "Wetland #1 / Regional Basin BA-C-3."

- On the future plat, Dakota County shall dedicate a drainage and utility easement over "Wetland #2 / Regional Basin KP-22" in the area and location depicted on Exhibit F to the Improvement Agreement.

Section 3. Purchase Agreement. By Resolution No. 19-38 dated February 25, 2019, the City agreed to sell to the County approximately 6.27 acres of vacant land for $1,081,864.00. There were a number of conditions precedent to closing, the major conditions were:

- Acceptable condition of marketable title
- No environmental objections
- Comprehensive Plan Amendment
- Rezoning
- Site Plan Approval
- Setback variance
- Agreement by County to pay building permit fees, land use application fees, plan approval fees, improvement inspection fees, sac and wac charges, hookup and connection fees, no imposition of park dedication fee, agreement to dedicate drainage and utility easements on future plat, agreement by City to prepare future plat, submission of natural resource restoration plan
- Improvement Agreement
- Stormwater Facilities Maintenance Agreement
- Fire Hydrant License Agreement
- A condition precedent is that the City Planning Commission submit a report to the Council pursuant to Minn. Stat. § 462.356, subd. 2 concerning its findings as to whether the sale of the Subject Property is consistent with the City's Comprehensive Plan

With the action to be taken by the Council on October 28th, the conditions precedent will have been met except for the following:

a. The variance request which is being considered on November 12, 2019.
b. The report by the City Planning Commission pursuant to Minn. Stat. § 462.356, subd. 2 that sale of the Subject Property is consistent with the City's Comprehensive Plan. This report will be presented to the Council on November 12, 2019.

The attached Resolution authorizes the closing of the transaction subject to the last two conditions precedent being met.

The attached Resolution also approves and authorizes execution of the Second Amendment to the Purchase Agreement which moves the closing date to no later than December 6, 2019.

The County will be closing the transaction on or prior to December 6, 2019. The County intends to begin construction in March/April of 2020. The County intends to begin occupancy of the building in the time period of May/June of 2021.

Section 4. Council Action. At the October 28, 2019 Council meeting, the Council will consider the attached *Resolution Approving Development Documents for the SMART Training Center and Approving Closing of the Sale Transaction and Approving the Second Amendment to the Purchase Agreement*.

Attachments

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DEVELOPMENT DOCUMENTS FOR THE SMART TRAINING CENTER AND APPROVING CLOSING OF THE SALE TRANSACTION AND APPROVING A SECOND AMENDMENT TO PURCHASE AGREEMENT BETWEEN DAKOTA COUNTY (BUYER) AND CITY OF INVER GROVE HEIGHTS (SELLER) FOR PURCHASE OF REAL PROPERTY IN INVER GROVE HEIGHTS

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

WHEREAS, the City and County executed a First Amendment to Purchase Agreement effective July 30, 2019 changing the closing date from July 31, 2019 to October 31, 2019.

WHEREAS, the City and County desire to execute a Second Amendment to Purchase Agreement changing the closing date to no later than December 6, 2019.

WHEREAS, on October 28, 2019, the Council will consider the following land use matters relating to the SMART Training Center:

- Comprehensive Plan Amendment
- Rezoning
- Major Site Plan

WHEREAS, the application for the setback variance for a possible future expansion will be heard by the Council at the November 12, 2019 Council meeting.

WHEREAS, the Council is considering approval of the following development documents:

- Improvement Agreement
- Stormwater Facilities Maintenance Agreement
- Fire Hydrant License Agreement
- Second Amendment to Purchase Agreement

WHEREAS, the salient terms of the development documents are:

a.) Park Dedication Fees. There are no park dedication fees owed by Dakota County for the Subject Property under the Improvement Agreement. Further, no park dedication fees will be owed by Dakota County or the City in the future when the Subject Property is platted.

b.) Connection Fees. The City is allowing Dakota County to connect to the City's 8" sanitary sewer and 10" watermain. Dakota County is responsible to pay the City for the WAC and SAC charges and the hookup and connection fees for sanitary sewer and water.

c.) Fiber Optic Connection. The City is allowing Dakota County to connect to the fiber optic system that is available at the common boundary line between the Subject Property and the City fire station property.

d.) Building Permit Fees. Prior to obtaining a building permit, Dakota County must pay the City the building permit fees.

e.) Right Of Entry Or Temporary Construction Easement. For purposes of connecting to the City's sanitary sewer and watermain, Dakota County may need to perform construction related activities on property outside of the Subject Property that is owned by the City. If needed, the City will grant to Dakota County a right of entry or temporary construction easement to allow Dakota County to perform construction work on property owned by the City with the condition that Dakota County agrees to restore any disturbed areas on the property owned by the City.

f.) Reforestation Plan. Dakota County shall comply with the natural resource restoration plan submitted by Dakota County to the City. The City acknowledges that such reforestation plan for plantings exceeds what would have otherwise been required for the Subject Property in connection with the Dakota County Improvements.

g.) Agreement Relating To Future Platting Of Subject Property. The City and Dakota County entered into a Purchase Agreement dated February 25, 2019, whereby the City is selling to the County a parcel of land for use by Dakota County as the SMART Training Center. The City owns approximately 5.54 acres of property adjoining the Subject Property which has an address of 9200 Courthouse Boulevard Court and is identified as Tax Parcel No. 20-02100-01-019 ("City Property"). Both the Subject Property and the City Property are unplatted metes and bounds legal descriptions.

At a future date, the City intends to plat the Subject Property and the City Property. Under Section 21 of the Purchase Agreement between the City and Dakota County, the City agrees that it will be responsible for the cost of platting the Subject Property and the City Property and that Dakota County will cooperate with the platting process and execute the typical plat documents.

With respect to the future plat comprising the Subject Property and City Property, Dakota County agrees to dedicate the following easements on the future plat as depicted on Exhibit F attached to the Improvement Agreement:

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- On the future plat, Dakota County shall dedicate perimeter drainage and utility easements 10 feet in width along the boundary lines with Courthouse Boulevard Court, Highway 52 and Concord Boulevard and 5 feet in width along the boundary line between the Subject Property and the City Property in the locations depicted on Exhibit F to the Improvement Agreement.

- On the future plat, Dakota County shall dedicate a drainage and utility easement over "Wetland #1 / Regional Basin BA-C-3" in the area and location depicted on Exhibit F to this Improvement Agreement. City agrees that Dakota County does not have to grant a separate access easement to the City or construct a separate access road for the City in

connection with the drainage and utility easement to be dedicated over "Wetland #1 / Regional Basin BA-C-3."

- On the future plat, Dakota County shall dedicate a drainage and utility easement over "Wetland #2 / Regional Basin KP-22" in the area and location depicted on Exhibit F to the Improvement Agreement.

WHEREAS, by Resolution No. 19-38 dated February 25, 2019, the City agreed to sell to the County approximately 6.27 acres of vacant land for $1,081,864.00. There were a number of conditions precedent to closing; the major conditions were:

- Acceptable condition of marketable title
- No environmental objections
- Comprehensive Plan Amendment
- Rezoning
- Site Plan Approval
- Setback variance
- Agreement by County to pay building permit fees, land use application fees, plan approval fees, improvement inspection fees, sac and wac charges, hookup and connection fees, no imposition of park dedication fee, agreement to dedicate drainage and utility easements on future plat, agreement by City to prepare future plat, submission of natural resource restoration plan
- Improvement Agreement
- Stormwater Facilities Maintenance Agreement
- Fire Hydrant License Agreement
- A condition precedent is that the City Planning Commission submit a report to the Council pursuant to Minn. Stat. § 462.356, subd. 2 concerning its findings as to whether the sale of the Subject Property is consistent with the City's Comprehensive Plan

WHEREAS, by the action being taken by the Council on October 28th, the conditions precedent will have been met except for the following:

a. The variance request which is being considered on November 12, 2019.
b. The report by the City Planning Commission pursuant to Minn. Stat. § 462.356, subd. 2 that sale of the Subject Property is consistent with the City's Comprehensive Plan.

WHEREAS, the County will be closing the transaction on or prior to December 6, 2019. The County intends to begin construction in March/April of 2020. The County intends to begin occupancy of the building in the time period of May/June of 2021.

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

1. The Council hereby approves the following:

   - Improvement Agreement
   - Stormwater Facilities Maintenance Agreement
   - Fire Hydrant License Agreement

2. The Council hereby approves the Second Amendment to Purchase Agreement.

3. The Mayor and Deputy Clerk are authorized to sign the Improvement Agreement, Stormwater Facilities Maintenance Agreement, Fire Hydrant License Agreement and Second Amendment to Purchase Agreement.

4. Subject to fulfillment of the following two conditions precedent:

   - grant of setback variance
   - a report to the Council by the Planning Commission pursuant to Minn. Stat. § 462.356, subd. 2 concerning its findings as to whether the sale of the Subject Property is consistent with the City's Comprehensive Plan

   the closing of the transaction with the County relating to sale of the parcel for the SMART Training Center by the City to the County is hereby authorized and approved and the Mayor and Deputy Clerk are hereby authorized to execute all documents to complete the sale transaction.

Passed this 28th day of October, 2019.

Ayes:_____

Nays:_____

_____
George Tourville, Mayor

ATTEST:

_____
Joe Lynch, City Administrator and Deputy Clerk

IMPROVEMENT AGREEMENT FOR PROPERTY LOCATED ON COURTHOUSE BOULEVARD, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA IDENTIFIED AS DAKOTA COUNTY TAX PARCEL NO. 20-02100-01-020

CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR PROPERTY LOCATED ON COURTHOUSE BOULEVARD, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA IDENTIFIED AS DAKOTA COUNTY TAX PARCEL NO. 20-02100-01-020

THIS IMPROVEMENT AGREEMENT is made and entered into on the ___ day of _____, 2019, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Dakota County identified herein.

RECITALS:

WHEREAS, Dakota County has applied to the City for approval of the Development Plans.

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

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

1. That Dakota County enters into this Improvement Agreement, which contract defines the work which Dakota County undertakes to complete; and

2. Dakota County will provide a cash escrow to cover engineering, planning and legal fees relating to review, approval and inspection of the Dakota County Improvements.

WHEREAS, Dakota County has filed four (4) complete sets of the Development Plans with the City.

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 Dakota County. "Dakota County" means County of Dakota, a political subdivision of the State of Minnesota, and its successors and assigns.

1.4 Subject Property. "Subject Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota and legally described on the attached **Exhibit A** and also identified as Dakota County Tax Parcel No. 20-02100-01-020.

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

1.6 Improvement Agreement. "Improvement Agreement" means this instant contract by and between the City and Dakota County.

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

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

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

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

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

a.) Minnesota Department of Transportation

b.) Dakota County

c.) Dakota County Highway Department

d.) Watershed District

e.) Water Management Organization

f.) Metropolitan Council

g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Dakota County Improvements.

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

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

b.) pipeline companies.

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

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

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

1.16 Dakota County Default. "Dakota County Default" means and includes, individually and collectively, any of the following or any combination thereof:

a.) failure by Dakota County to timely pay the City any money required to be paid under the Improvement Agreement;

b.) failure by Dakota County to timely construct Dakota County Improvements according to the Development Plans and the City standards and specifications;

c.) failure by Dakota County to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;

d.) breach of Dakota County Warranties.

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

1.18 Dakota County Warranties. "Dakota County Warranties" means that Dakota County hereby warrants and represents the following:

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

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

c.) **Warranty on Proper Work and Materials.** Dakota County warrants all work required to be performed by it under this Improvement Agreement for the Dakota County Public Improvements 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, Dakota County shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.

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

d.) **Obtaining Permits.** Dakota County 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 Dakota County Improvements may be lawfully constructed.

e.) **Fee Title.** County of Dakota, a political subdivision of the State of Minnesota, owns fee title to the Subject Property.

1.19 City Warranties. "City Warranties" means that the City hereby warrants and represents as follows:

a.) **Organization.** City is a municipal corporation duly incorporated and validly existing in good standing under the laws of the State of Minnesota.

b.) **Authority.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement.

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

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

If to Dakota County:
Dakota County
Attention: Steven C. Mielke
Physical Development Director
Dakota County Western Service Center
14955 Galaxie Avenue
Apple Valley, MN 55124

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

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

ARTICLE 3
DAKOTA COUNTY IMPROVEMENTS

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

The Director of PWD may approve alterations to the Development Plans as long as alterations are minor in nature and do not change the purpose, function or general scope of the Dakota County Improvements.

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

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

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

3.5 Erosion Control. Dakota County 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. Dakota County shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. Dakota County shall be responsible for all damage caused as the result of grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, Dakota County shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. Dakota County shall be financially responsible for payment for this extra work.

ARTICLE 4
OTHER PERMITS

4.1 Permits. Dakota County 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 Dakota County to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by Dakota County. Dakota County 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 Dakota County.

ARTICLE 5
OTHER DEVELOPMENT REQUIREMENTS

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

ARTICLE 6
DAKOTA COUNTY PUBLIC IMPROVEMENTS

6.1 Construction. The construction, installation, materials and equipment related to the Dakota County Public Improvements shall be in accord with the Development Plans. Dakota County 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. Dakota County 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 Dakota County Public Improvements.

6.2 Inspection. The PWD or its designated representative may periodically inspect the work installed by Dakota County, its contractors, subcontractors or agents.

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

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

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

2. Two ties to all curb boxes and gate valves.

3. All hydrant gate valves tied back to the hydrant.

4. All ties shall be 100 feet or less.

5. Top nut elevation of all hydrants.

6. Rim and invert elevations on all manholes and catch basins.

7. Apron invert elevations on all flared end structures and storm sewer stubs.

8. Invert elevations on all sanitary and water service stubs.

9. Two ties to all sewer and water service locations.

10. Main line stationing for all sanitary sewer wyes and water main corporations.

11. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, side slopes and grade breaks to verify the volume of each pond. The as built must also verify emergency overflow elevations and locations. This as built plan shall be Certified (signature with current date and MN state licensure number) as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 13).

12. Final as built information shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as built drawings must be the approved plans modified to reflect as built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

13. Survey Coordinates on all stormwater facilities and related appurtenances such as valves.

14. Final as built information shall be submitted in an Esri compliant Geodatabase format compatible with the City's Geographic Information System (GIS). An Esri compliant Geodatabase template will be made available by the City which will specify all features and critical attributes required. All features submitted must adhere to as built survey requirements (see item 1). All features and critical attributes must be complete and consistent with submitted as built plans. The as built submittal must follow the geodatabase template provided by the City for acceptance.

ARTICLE 7
RESPONSIBILITY FOR COSTS

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

7.2 City Planning, Engineering and Legal Expenses. Dakota County shall pay the application fees for the various planning approvals being obtained by Dakota County. Further, Dakota County shall reimburse the City for all reasonable planning, engineering and legal fees related to time spent by the City planning department to process land use applications, time spent by the engineering department to review and approve Development Plans and time spent by the City Attorney's office to prepare the Improvement Agreement, Stormwater Facilities Maintenance Agreement and Fire Hydrant License Agreement. Dakota County has already escrowed with the City an amount to cover the estimated application fees and the reimbursables for planning, engineering and legal fees identified above. To the extent such fees exceed the escrow amount, Dakota County shall pay the City the increased amount. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year. A separate escrow for engineering inspection fees is being created pursuant to Section 12.1 and Exhibit E hereof.

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

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

ARTICLE 8
DAKOTA COUNTY WARRANTIES

8.1 Statement of Dakota County Warranties. Dakota County hereby makes and states the Dakota County Warranties.

ARTICLE 9
CITY WARRANTIES

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

ARTICLE 10
INDEMNIFICATION OF CITY

10.1 Indemnification of City. Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, Dakota County 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 Dakota County of the Dakota County Warranties;

b.) failure of Dakota County to timely construct the Dakota County Improvements according to the Development Plans and the City ordinances, standards and specifications;

c.) failure by Dakota County to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;

d.) failure by Dakota County to pay contractors, subcontractors, laborers, or materialmen;

e.) failure by Dakota County to pay for materials;

f.) failure to obtain the necessary permits and authorizations to construct the Dakota County Improvements;

g.) construction of the Dakota County Improvements;

h.) delays in construction of the Dakota County Improvements;

i.) all costs and liabilities arising because building permits or Certificates of Occupancy were issued prior to the completion and acceptance of the Dakota County Improvements.

j.) all costs and liabilities arising because building permits were issued prior to Dakota County obtaining the necessary permits and

approval from the Minnesota Department of Transportation relating to grading, drainage and stormwater facilities.

ARTICLE 11
CITY REMEDIES UPON DAKOTA COUNTY DEFAULT

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

a.) the City may specifically enforce this Improvement Agreement;

b.) the City may suspend any work, improvement or obligation to be performed by the City;

c.) the City may suspend or deny building permits for buildings within the Subject Property;

d.) the City may, at its sole option, perform the work or improvements to be performed by Dakota County, in which case Dakota County shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. If Dakota County does not make reimbursement payment, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and Dakota County hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property. Dakota County hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081. Dakota County acknowledges that the benefit from the work and improvements made by the City to ensure compliance with this Improvement Agreement equals or exceeds the amount of the charges and assessments that are being imposed hereunder upon the Subject Property.

e.) in the alternative, if Dakota County fails to make payment to the City under Section 11.1(d) above, the City may certify to the County the amount due as payable 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. Dakota County waives any and all procedural and substantive objections to the imposition of such charges on the Subject Property.

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by Dakota County and thereafter waived

in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

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

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to Dakota County in case of a Dakota County Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving Dakota County a thirty (30) day period to cure Dakota County Default, in the event of an emergency as determined by the Director of PWD, resulting from Dakota County Default, the City may perform the work or improvement to be performed by Dakota County without giving any notice or Formal Notice to Dakota County and without giving Dakota County the thirty (30) day period to cure Dakota County Default. In such case, Dakota County shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. If reimbursement payment is not made, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and Dakota County hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. Dakota County hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081. In the alternative, if Dakota County fails to make payment to the City, the City may certify to the County the amount due as payable 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. Dakota County waives any and all procedural and substantive objections to the imposition of such charges on the Subject Property.

ARTICLE 12
ENGINEERING ESCROW

12.1 Escrow Requirement. Prior to Dakota County beginning construction of the Dakota County Improvements, Dakota County shall deposit with the City a cash deposit for the amount stated in **Exhibit E**.

ARTICLE 13
PAYMENT AND PERFORMANCE BOND

13.1 Evidence of Payment and Performance Bond. Dakota County must show

evidence to the City that Dakota County has obtained the payment and performance bonds in connection with construction of the Dakota County Improvements. Dakota County further agrees to provide evidence of insurance it or its contractor obtains in connection with the construction of the Dakota County Improvements.

ARTICLE 14
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Joe Lynch, City Administrator and Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

_____
Notary Public

COUNTY OF DAKOTA

APPROVED AS TO FORM:

_____
Assistant County Attorney/Date
KS-19-199-1

COUNTY OF DAKOTA

By _____
Liz Workman
County Board Chair

By _____
Jennifer Reynolds
Clerk to the Board

Date of Signature: _____

County Board Res. No. _____

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared Liz Workman and Jennifer Reynolds to me personally known, who being each by me duly sworn, each did say that they are respectively the County Board Chair and Clerk to the Board of Dakota County, the political subdivision of the State of Minnesota named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said political subdivision by authority of its Board of Commissioners and said County Board Chair and Clerk to the Board acknowledged said instrument to be the free act and deed of said political subdivision.

_____
Notary Public

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northerly of the northerly right of way line of County Road 28A, southerly of the southerly right of way line of Trunk Highways No. 52 and 55 and northwesterly of the following described line:

Commencing at the southeast corner of said East Half of the Northeast Quarter; thence North 2 degrees 12 minutes 14 seconds East, assumed bearing, along the east line of said East Half, a distance of 1304.08 feet to the actual point of beginning of the line to be described; thence South 67 degrees 38 minutes 05 seconds West, a distance of 675.57 feet to the northerly Right-of-way line of County Road No. 28A and there terminating.

EXCEPT

That part which lies southeasterly of a line parallel with and distant 60.00 feet northwesterly from the following described line and its southeasterly extension: Commencing at the southeast corner of said East Half of the Northeast Quarter of Section 21; thence on an assumed bearing of North 00 degrees 15 minutes 29 seconds East, along the east line of said East Half of the Northeast Quarter, a distance of 1496.49 feet to the actual point of beginning of the line to be described; thence South 45 degrees 11 minutes 30 seconds West a distance of 499.73 feet to the southeasterly line of the above described property and there terminating.

ALSO EXCEPT

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northeasterly of the northerly right of way line of County Road 28A, southwesterly of the southerly boundary of Minnesota Department of Transportation Right of Way Plat No. 19-127 and northwesterly of the following described line:

Commencing at Right of Way Boundary Corner B15 as shown on said Minnesota Department of Transportation Right of Way Plat No. 19-127; thence South 51 degrees 39 minutes 12 seconds East, along the boundary of said plat, a distance of 808.91 feet to the beginning of the line to be described; thence South 49 degrees 41 minutes 05 seconds West a distance of 220.83 feet; thence South 2 degrees 48 minutes 51 seconds East a distance of 35.33 feet; thence South 52 degrees 41 minutes 30 seconds West a distance of 41.00 feet; thence North 79 degrees 25 minutes 02 seconds West a distance of 33.34 feet; thence South 49 degrees 41 minutes 05 seconds West a distance of 114.91 feet to said northerly right of way line of County Road 28A and there said line terminates.

Abstract Property

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Grading and Drainage Plan (C400)	10-18-19	Pierce Pini & Associates
Utility Plan (C500)	10-18-19	Pierce Pini & Associates
Civil Details (C700)	9-20-19	Pierce Pini & Associates
Civil Details (C701)	9-20-19	Pierce Pini & Associates
Landscape Plan (L1.0)	9-3-19	Aune Fernandez Landscape Architects

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

The Development Plans also include compliance by Dakota County with the conditions set forth in the following (the "Engineering Memos"):

1. Memo from Steve Dodge, Assistant City Engineer, to Heather Botten, Assistant City Planner dated October 2, 2019.
2. Email correspondence from Fire Marshal Jeff Schadegg to Heather Botten dated October 2, 2019.
3. Memo from Steve Dodge, Assistant City Engineer, to Heather Botten, Assistant City Planner dated September 17, 2019.
4. Additional updated memos/correspondence from Steve Dodge and the Fire Marshall.

Commented [TD1]: This need to be updated when the new memo/correspondences are ready based on the updated plan sheets.

The Engineering Memos are on file with the City.

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

EXHIBIT C
DAKOTA COUNTY IMPROVEMENTS

The items checked with an "X" below are Dakota County Improvements.
The items checked with "Public" below are those Dakota County Improvements that are Dakota County-Public Improvements.

CHECKED	COMPLETION DATE	IMPROVEMENT
X	November 30, 2021, or before issuance of certificate of occupancy, whichever occurs first	grading, drainage and erosion control
X Public	November 30, 2021, or before issuance of certificate of occupancy, whichever occurs first	lateral lines for sanitary sewer and watermain
X	November 30, 2021, or before issuance of certificate of occupancy, whichever occurs first	service lines for sanitary sewer and watermain
X Public	November 30, 2021, or before issuance of certificate of occupancy, whichever occurs first	storm sewer improvements for Wetland #1 and Wetland #2
X	November 30, 2021, or before issuance of certificate of occupancy, whichever occurs first	stormwater facilities for filtration basin
X	November 30, 2021, or before issuance of certificate of occupancy, whichever occurs first	parking lot and private driveway
X	November 30, 2021, or before issuance of certificate of occupancy, whichever occurs first	landscaping
X	November 30, 2021, or before issuance of certificate of occupancy, whichever occurs first	construction debris clean-up

X	November 30, 2021, or before issuance of certificate of occupancy, whichever occurs first	certified as-builts

EXHIBIT D

MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY

1.) **CONDITIONS TO BE SATISFIED BEFORE CONSTRUCTION OF THE DAKOTA COUNTY IMPROVEMNTS BEGINS**. Before construction of the Dakota County Improvements begins, all the following conditions must be satisfied:

a.) Dakota County must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow stated on Exhibit E of this Improvement Agreement.

b.) Dakota County must execute the Fire Hydrant License Agreement.

c.) Dakota County must execute this Improvement Agreement.

d.) Dakota County must execute a Stormwater Facilities Maintenance Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

e.) Dakota County must show evidence of insurance to the City that Dakota County or its contractor has obtained in connection with the construction of the Dakota County Improvements.

f.) Dakota County must show evidence to the City that Dakota County has obtained the payment and performance bonds in connection with construction of the Dakota County Improvements.

g.) Dakota County must show evidence to the City that the following documents have been recorded:

- Improvement Agreement
- Stormwater Facilities Maintenance Agreement
- Fire Hydrant License Agreement.

h.) Dakota County must attend the pre-construction meeting with the City engineering department

i.) Dakota County must have obtained the NPDES permit.

j.) Dakota County must have obtained the MnDOT Drainage Permit, if necessary.

Commented [TD2]: Dakota County is not aware of any need for a permit from MnDOT. No drainage will impact MnDOT property.

k.) Errosion control measures in accordance with paragraph 6 below must be in place and must have been inspected and approved by the City.

2.) **CONDITIONS TO BE SATISFIED ON OR BEFORE ISSUANCE OF A BUILDING PERMIT.** Before issuance of a building permit, all of the following conditions must be satisfied:

a.) All of the conditions in paragraph 1 of this Exhibit D have been met.

3.) **CONDITIONS TO BE SATISFIED ON OR BEFORE NOVEMBER 30, 2021 OR BEFORE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, WHICHEVER OCCURS FIRST**. On or before November 30, 2021, or before issuance of a Certificate of Occupancy, whichever occurs first, all of the following conditions must be satisfied:

a.) All of the conditions in paragraph 1 of this Exhibit D have been met.

b.) Grading, drainage and erosion control must be completed for the site.

c.) The lateral lines for the sanitary sewer and watermain must be installed.

d.) The service lines for the sanitary sewer and watermain must be installed.

e.) The storm sewer improvements for Wetland #1 and Wetland #2 must be completed.

f.) The stormwater facilities for the filtration basin must be installed.

g.) Completion of all of the following:

- parking lot
- private driveway
- landscaping
- construction debris clean-up
- Dakota County shall deliver as-built drawings to the City

4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** During the construction and other improvements within the Subject Property, Dakota County is responsible for removing any construction debris (including paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, Dakota County must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.

5.) **RETAINING WALL REQUIRMENTS**. Prior to the City issuing a certificate of occupancy for the Subject Property, all retaining wall permits (if required) must be issued by the City. If applicable, prior to the City granting a certificate of occupancy for the Subject Property, the retaining wall permit must be complete, wall certification must be

received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.

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

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

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

7.) **PERMITS**. Dakota County is responsible to obtain all necessary permits, if required or applicable, for construction of the Dakota County Improvements within the Subject Property including, but not limited to, the following:

- Mn/DOT – drainage permit
- MPCA – NPDES General Stormwater permit
- CITY Building Department permits for the building
- MPCA (sanitary sewer extension)
- MCES (sanitary sewer extension)
- Health Department (watermain extension)
- DNR (public waters)
- Dakota County ROW Permits
- TEP Evaluation (wetland mitigation)

8.) **PARK DEDICATION FEES**. There are no park dedication fees owed by Dakota County for the Subject Property under this Improvement Agreement. Further, no park dedication fees will be owed by Dakota County or the City in the future when the Subject Property is platted.

9.) **CONNECTION FEES**. The City is allowing Dakota County to connect to the City's 8" sanitary sewer and 10" watermain. Dakota County is responsible to pay the City for the WAC and SAC charges and the hookup and connection fees for sanitary sewer and water.

10.) **FIBER OPTIC CONNECTION**. The City is allowing Dakota County to connect to the fiber optic system that is available at the common boundary line between the Subject Property and the City fire station property.

11.) **BUILDING PERMIT FEES**. Prior to obtaining a building permit, Dakota County must pay the City the building permit fees.

12.) **RIGHT OF ENTRY OR TEMPORARY CONSTRUCTION EASEMENT**. For purposes of connecting to the City's sanitary sewer and watermain, Dakota County may need to perform construction related activites on property outside of the Subject Property that is owned by the City. If needed, the City will grant to Dakota County a right of entry or temporary construction easement to allow Dakota County to perform construction work on property owned by the City with the condition that Dakota County agrees to restore any disturbed areas on the property owned by the City.

13.) **REFORESTATION PLAN**. Dakota County shall comply with the natural resource restoration plan submitted by Dakota County to the City. The City acknowledges that such reforestation plan for plantings exceeds what would have otherwise been required for the Subject Property in connection with the Dakota County Improvements.

14.) **AGREEMENT RELATING TO FUTURE PLATTING OF SUBJECT PROPERTY**. The City and Dakota County entered into a Purchase Agreement dated February 25, 2019, whereby the City is selling to the County the parcel of land described as the Subject Property on Exhibit A attached hereto for use by Dakota County as the SMART Training Center. The City owns approximately 5.54 acres of property adjoining the Subject Property which has an address of 9200 Courthouse Boulevard Court and is identified as Tax Parcel No. 20-02100-01-019 ("City Property"). Both the Subject Property and the City Property are unplatted metes and bounds legal descriptions.

At a future date, the City intends to plat the Subject Property and the City Property. Under Section 21 of the Purchase Agrement between the City and Dakota County, the City agrees that it will be responsible for the cost of platting the Subject Property and the City Property and that Dakota County will cooperate with the platting process and execute the typical plat documents.

With respect to the future plat comprising the Subject Property and City Property, Dakota County agrees to dedicate the following easements on the future plat as depicted on Exhibit F attached to this Improvement Agreement:

- On the future plat, Dakota County shall dedicate a 35 foot wide drainage and utility easement over the 8" sanitary sewer and 10" watermain in the location depicted on Exhibit F to this Improvement Agreement.

- On the future plat, Dakota County shall dedicate perimeter drainage and utility easements 10 feet in width along the boundary lines with Courthouse Boulevard Court, Highway 52 and Concord Boulevard and 5 feet in width along the boundary line between the Subject Property and the City Property in the locations depicted on Exhibit F to this Improvement Agreement.

- On the future plat, Dakota County shall dedicate a drainage and utility easement over "Wetland #1 / Regional Basin BA-C-3" in the area and location depicted on Exhibit F to this Improvement Agreement. City agrees that Dakota County does not have to grant an access easement to the City or construct an access road for

the City in connection with the drainage and utility easement to be dedicated over "Wetland #1 / Regional Basin BA-C-3."

- On the future plat, Dakota County shall dedicate a drainage and utility easement over "Wetland #2 / Regional Basin KP-22" in the area and location depicted on Exhibit F to this Improvement Agreement.

EXHIBIT E
ENGINEERING ESCROW

Dakota County shall deposit $5,000.00 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering 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, Dakota County Improvements, and this Improvement Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

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

The City shall return the remaining balance of the Engineering Escrow Amount to Dakota County when all the following events have occurred:

a.) Upon satisfactory completion of the Dakota County Improvements as determined by the Director of PWD;

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, stormwater facilities or landscaping or maintenance obligations for stormwater facilities exceed the initially deposited $5,000.00 Engineering Escrow Amount, Dakota County is responsible for payment of such excess within thirty (30) days after billing by the City.

EXHIBIT F
DEPICTION OF EASEMENTS TO BE DEDICATED BY DAKOTA COUNTY ON FUTURE PLAT OF SUBJECT PROPERTY AND CITY PROPERTY

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR STORM WATER FACILITIES LOCATED ON COURTHOUSE BOULEVARD,
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA
IDENTIFIED AS DAKOTA COUNTY TAX PARCEL NO. 20-02100-01-020

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this ___ day of _____, 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and County of Dakota, a political subdivision of the State of Minnesota (hereafter referred to as "Landowner and "Responsible Owner").

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

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. "Landowner" means County of Dakota, a political subdivision of the State of Minnesota, and its successors and assigns.

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

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

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

a.) Wetland #1 (Regional Basin BA-C-3);

b.) The filtration basin; and

c.) Any existing and future stormwater infiltration basins, filtration basis, filtration areas, stormwater pipes, inlets, sump manholes, flared end structures, overflow structures, aprons, rip rap, emergency overflow swales, culverts, catch basins, drainage paths, slope stabilization and related stormwater appurtenances lying within the Subject Property, except for Wetland #2 (Regional Basin KP-22).

1.6 Storm Water Facility Plan. "Storm Water Facility Plan" means that certain Grading and Drainage Plan (C400), Utility Plan (C500) and Civil Details (C700 and C701) prepared by Pierce Pini & Associates dated September 20, 2019 and approved by the City Engineer on October ____, 2019. The Storm Water Facility Plan is on file with the City.

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

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

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Subject Property.

Recital No. 2. Landowner has requested that the City approve Development Plans in connection with an Improvement Agreement between the City and Landowner dated October ____, 2019.

Recital No. 3. The Landowner is constructing and maintaining the Storm Water Facilities on the Subject Property.

Recital No. 4. The City is willing to approve the Development Plans identified in the Improvement Agreement for the Subject Property if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 5. By this Agreement the parties seek to:

a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.

b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction and Maintenance of Storm Water Facilities. Landowner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Stormwater Facility Plan at the sole expense of Landowner at a location and in a configuration as approved by the City pursuant to the Storm Water Facility Plan.

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

Wetland #2 (Regional Basin KP-22) located on the Subject Property is not included in the definition of Storm Water Facilities. Wetland #2 (Regional Basin KP-22) located on the Subject Property will be maintained by the City. The Responsible Owner is not obligated to maintain Wetland #2 (Regional Basin KP-22).

3.2 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.2.

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

a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and

b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water

Facilities notwithstanding the fact that the Subject Property is located outside of the Northwest Area Overlay District; and

c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;

d. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;

e. The Standard of Maintenance shall include but not be limited to each of the following:

i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.

ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The Responsible Owner has prepared an Operations & Maintenance Plan to show how the Responsible Owner will operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Subject Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B.** The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

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

a. Detailed inspection requirements;

b. Inspection and maintenance schedules;

c. Contact information for the Responsible Owner;

d. As built plans of the Storm Water Facilities;

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

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

readings shall be provided to the City before the Storm Water Facilities are covered.

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

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

3.3 Notice of Non-Compliance with Section 3.2 and 3.3; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.4 and 3.5 with respect to the billing, collection and/or tax certification of such costs.

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

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

3.5 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.4 by the Responsible Owner with respect to the Subject Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Subject Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Subject Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.2.

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

The Responsible Owner hereby grants to the City a temporary right and license to enter the Subject Property and the public easements for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance in the event Responsible Owner fails to maintain the Storm Water Facilities.

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

a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;

b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;

c.) failure by the Responsible Owner to pay for any materials that may be used by the

Responsible Owner to maintain the Storm Water Facilities; and

d.) re-construction of the Storm Water Facilities, if needed in the future.

3.8 Indemnification of Responsible Owner. City shall indemnify, defend and hold the Responsible Owner, its board, 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 Responsible Owner incurs or suffers, which arise out of, result from or relate to the City's maintenance of Wetland #2 (Regional Basin KP-22), including but not limited to:

a.) failure by the City to maintain Wetland #2 (Regional Basin KP-22) in accordance with applicable laws and regulations, including Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability) and the NWA Stormwater Manual (as amended from time to time, by amendment of general applicability);

b.) failure by the City to pay contractors, subcontractors, laborers, or materialmen to maintain Wetland #2; and

c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain Wetland #2.

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

ARTICLE 4
CITY'S COVENANTS

4.1 Approval of Development Plans. The City agrees that if Landowner executes this Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement between Landowner and City are met, the City will approve the Development Plans as identified in the Improvement Agreement between Landowner and City.

ARTICLE 5
MISCELLANEOUS

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding

on and apply to any title, right and interest of the Landowner in the Subject Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

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

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

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

If to Landowner:
Dakota County
Attention: Steven C. Mielke
Physical Development Director
Dakota County Western Service Center
14955 Galaxie Avenue
Apple Valley, MN 55124

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

[Remainder of Page Intentionally Left Blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

_____
Notary Public

LANDOWNER:

APPROVED AS TO FORM:

COUNTY OF DAKOTA

_____
Assistant County Attorney/Date
KS-19-199-1

By _____
Liz Workman
County Board Chair

By _____
Jennifer Reynolds
Clerk to the Board

Date of Signature: _____

County Board Res. No. _____

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared Liz Workman and Jennifer Reynolds to me personally known, who being each by me duly sworn, each did say that they are respectively the County Board Chair and Clerk to the Board of Dakota County, the political subdivision of the State of Minnesota named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said political subdivision by authority of its Board of Commissioners and said County Board Chair and Clerk to the Board acknowledged said instrument to be the free act and deed of said political subdivision.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

AFTER RECORDING PLEASE RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northerly of the northerly right of way line of County Road 28A, southerly of the southerly right of way line of Trunk Highways No. 52 and 55 and northwesterly of the following described line:

Commencing at the southeast corner of said East Half of the Northeast Quarter; thence North 2 degrees 12 minutes 14 seconds East, assumed bearing, along the east line of said East Half, a distance of 1304.08 feet to the actual point of beginning of the line to be described; thence South 67 degrees 38 minutes 05 seconds West, a distance of 675.57 feet to the northerly Right-of-way line of County Road No. 28A and there terminating.

EXCEPT

That part which lies southeasterly of a line parallel with and distant 60.00 feet northwesterly from the following described line and its southeasterly extension: Commencing at the southeast corner of said East Half of the Northeast Quarter of Section 21; thence on an assumed bearing of North 00 degrees 15 minutes 29 seconds East, along the east line of said East Half of the Northeast Quarter, a distance of 1496.49 feet to the actual point of beginning of the line to be described; thence South 45 degrees 11 minutes 30 seconds West a distance of 499.73 feet to the southeasterly line of the above described property and there terminating.

ALSO EXCEPT

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northeasterly of the northerly right of way line of County Road 28A, southwesterly of the southerly boundary of Minnesota Department of Transportation Right of Way Plat No. 19-127 and northwesterly of the following described line:

Commencing at Right of Way Boundary Corner B15 as shown on said Minnesota Department of Transportation Right of Way Plat No. 19-127; thence South 51 degrees 39 minutes 12 seconds East, along the boundary of said plat, a distance of 808.91 feet to the beginning of the line to be described; thence South 49 degrees 41 minutes 05 seconds West a distance of 220.83 feet; thence South 2 degrees 48 minutes 51 seconds East a distance of 35.33 feet; thence South 52 degrees 41 minutes 30 seconds West a distance of 41.00 feet; thence North 79 degrees 25 minutes 02 seconds West a distance of 33.34 feet; thence South 49 degrees 41 minutes 05 seconds West a distance of 114.91 feet to said northerly right of way line of County Road 28A and there said line terminates.

Abstract Property

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

[to be inserted]

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

INLET / OUTLET

STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y N				
STRUCTURES IN ESMT.	Y N	DESCRIPTION			
TREES IN ESMT.	Y N	LARGEST DIAMETER (INCHES)			
STRUCTURE	FES PIPE	CB	OTHER		
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE	
END SECTION EROSION	Y N				
FLOW CONDITION	FLOW PRESENT	NO FLOW	SUBMERGED		
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.	BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE	
RESTRICTING FLOW	Y N				
COMMENTS					
SEDIMENT					
CONDITION**	NONE	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
RIP RAP					
PRESENT	Y N				
CONDITION***	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
ILLICIT DISCHARGE	Y N				
COMMENTS					

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

* Minor Maintenance: i.e. regrout joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

*** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

FIRE HYDRANT LICENSE AGREEMENT

THIS FIRE HYDRANT LICENSE AGREEMENT (Agreement) is made, entered into and effective this ___ day of _____, 2019, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and County of Dakota, a political subdivision of the State of Minnesota (hereinafter referred to as Landowner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. Landowner means County of Dakota, a political subdivision of the State of Minnesota, and its successors and assigns.

1.4 Fire Hydrants. Fire Hydrants mean individually and collectively any existing or future fire hydrant located within or on the Subject Property.

1.5 Maintenance, Maintain, or Maintained. Maintenance, Maintain, or Maintained shall mean the obligation of the Responsible Owner to maintain and, if required by the City standards, to repair or replace the Fire Hydrants as provided in Section 3.3 on the Subject Property.

1.6 Standard of Maintenance. Standard of Maintenance shall mean the standards that the City's Director of Public Works utilizes for fire hydrants that the City maintains, as those standards are from time to time amended.

The current Standard of Maintenance is the Waterous 5-1/4" Pacer Fire Hydrant Operation, Inspection and Maintenance Manual (consisting of three pages) attached hereto as **Exhibit A**.

1.7 Responsible Owner. Responsible Owner means the fee title owner of the Subject Property.

1.8 Subject Property. Subject Property means the real property legally described on the attached Exhibit B.

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Subject Property and will be improving the Subject Property pursuant to the approved Development Plans identified and referenced in the Improvement Agreement between Landowner and the City of even date herewith.

Recital No. 2. The City is willing to approve the above-described Development Plans for the Subject Property if, among other things, Landowner executes this Agreement.

Recital No. 3. By this Agreement the parties seek to:

a.) impose upon the Responsible Owner the responsibility to Maintain the Fire Hydrants, notwithstanding the fact that the Fire Hydrants may exist within easements dedicated or granted to the City and the public; and

b.) provide a mechanism where the City may charge-back to the Subject Property any Maintenance work that the City performs with respect to the Fire Hydrants in the event the Responsible Owner fails to Maintain the Fire Hydrants.

Recital No. 4. Landowner currently owns the Subject Property and Landowner is currently the only Responsible Owner.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Fire Hydrants. Landowner agrees that the Fire Hydrants shall be installed at the sole expense of Landowner by November 30, 2021, or by a date reasonably determined by the City Engineer.

3.2 Maintenance of Fire Hydrants. The parties acknowledge that the City may perform, but is not required to perform, some Maintenance with regard to the Fire Hydrants including, but not limited to, flushing, lubricating and painting the Fire Hydrants. The City has no obligation to perform said Maintenance but may do so in its sole discretion.

Notwithstanding the foregoing provision, the Responsible Owner is obligated at its expense to perpetually Maintain the Fire Hydrants.

3.3 Standard of Maintenance. Landowner shall exercise the Standard of Maintenance with regard to the Fire Hydrants.

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

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

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

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made by the Responsible Owner in accordance with Section 3.5, then the City may certify to Dakota County the amounts due as payable similar to special assessments and real estate taxes for the Subject Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The

Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Subject Property owned by the Responsible Owner for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the Maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of Maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the Maintenance costs that are being imposed hereunder upon the Subject Property.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligation to Maintain the Fire Hydrants exist notwithstanding the fact that some or all of the Fire Hydrants are or may be located in public easements. The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the Maintenance obligations relating to the Fire Hydrants for the duration of the performance of the Maintenance. The Responsible Owner hereby grants the City a temporary right and license to access and enter the Subject Property for the purpose of performing Maintenance of the Fire Hydrants for the duration of the performance of the Maintenance.

ARTICLE 4
CITY'S COVENANTS

4.1 Approval of Plans. The City agrees that if Landowner executes this Agreement and if the other conditions required by the City in connection with the Development Plans identified and referenced in the Improvement Agreement between Landowner and the City of even date herewith, the City will approve the Development Plans.

ARTICLE 5
MISCELLANEOUS

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Property and shall be binding upon the parties and the successors and assigns of the parties.

This Agreement also applies to all after-acquired title of the parties.

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise

constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

_____
Notary Public

LANDOWNER:

APPROVED AS TO FORM:

COUNTY OF DAKOTA

_____
Assistant County Attorney/Date
KS-19-199-1

By _____
Liz Workman
County Board Chair

By _____
Jennifer Reynolds
Clerk to the Board

Date of Signature: _____

County Board Res. No. _____

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared Liz Workman and Jennifer Reynolds to me personally known, who being each by me duly sworn, each did say that they are respectively the County Board Chair and Clerk to the Board of Dakota County, the political subdivision of the State of Minnesota named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said political subdivision by authority of its Board of Commissioners and said County Board Chair and Clerk to the Board acknowledged said instrument to be the free act and deed of said political subdivision.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

AFTER RECORDING PLEASE RETURN TO:

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

EXHIBIT A
STANDARD OF MAINTENANCE

5-1/4" PACER OPERATION, INSPECTION, AND MAINTENANCE

Operation

AMERICAN Flow Control recommends you follow the general Inspection and Installation guidelines outlined in AWWA Manual M17 for Installation, Field testing, and Maintenance of Fire Hydrants and/or as recommended below. The thrust bearing hydrant requires a minimum of torque to operate. **WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH. High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment.** It is possible to damage the hydrant by forcing it beyond its limits of travel with excess torque; therefore:

1. Check direction of opening as marked on the nozzle section.
2. To open, turn the operating nut until the main valve is fully open and the travel stop nut limits further opening. **Do not force the hydrant in the opening direction beyond fully-open as indicated by sudden resistance to turning**. If water does not flow when the hydrant is open, it is probably due to a closed valve upstream from the hydrant. Always open the hydrant completely, never only partially. A hydrant that is partially open will allow pressurized flow through the drain valve, which may wash away the soil from the area surrounding the base, or the partially open main valve may trap small stones or other debris between the valve seal and seat.
3. To close, turn the operating nut until the valve stops the flow. **It is not necessary to close this style of hydrant with great force.** Once the flow has stopped, turn the operating nut in the opening direction about 1/4 turn to take the strain off the operating parts of the hydrant. If the hydrant does not shut off completely, do not attempt to force the hydrant to close. Debris and small stones may be trapped in the valve seat and may be preventing the hydrant from closing. Partially open and close the hydrant several times to help dislodge the debris. If this does not work, safely remove the hydrant operating rod assembly, remove the debris and repair as detailed in subsequent sections of this manual.
4. **WARNING: FAILURE TO RELIEVE PRESSURE CAN RESULT IN THE CAP BLOWING OFF, CAUSING INJURY OR DEATH.** Make sure the auxiliary gate valve in the lateral between the main and the hydrant is closed and that the hydrant is not charged with pressure when removing caps.

Inspection

1. It is recommended that hydrants be inspected twice per year to ensure their satisfactory operation. After each use (especially in cold weather) hydrants should be specifically inspected for drainage.
2. Routine inspection should cover the points outlined in AWWA Manual M17 and include (but not be limited to) the following points:
   a. External inspection of paint, caps, chains, etc.
   b. Checking traffic type hydrants for damage to the breakaway feature.
   c. Using a listening device to check the main valve for leakage.
   d. Statically testing the hydrant to look for leakage at gaskets, caps, O-rings and drains.
   e. Verifying the hydrant drains properly.
   f. Cycling the hydrant from full open to full close.
   g. Check for routine lubrication needs which includes but may not be limited to loss of lubricant, nozzle caps and operating mechanism.
3. At time of inspection, flush the hydrant to remove any foreign material from the hydrant and the lateral. If necessary, flush the drains by filling the hydrant and then cycling open the main valve two times to force water out of the drains under pressure. If the hydrant is non-draining type, pump water out after flushing.

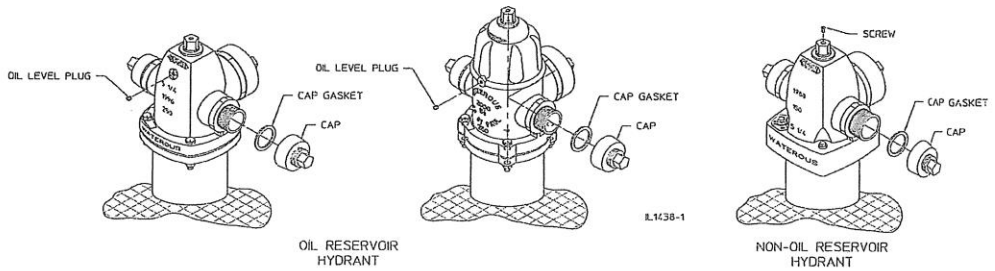
MAINTENANCE

AMERICAN Flow Control strongly recommends that you follow routine maintenance on fire hydrants as outlined in AWWA Manual *M17 for Installation, Field Testing, and Maintenance of Fire Hydrants.* The ease of operation and the frequency of repair depends on the condition of the water system and the maintenance given. Dirt, gravel and other foreign material in the hydrant may prevent it from closing or draining properly, which may result in damage to the hydrant main valve. Under most operating conditions, AMERICAN Flow Control recommends semi-annual lubrication and inspection of fire hydrants. Where grease is specified, use an AMERICAN Flow Control recommended food grade grease.

1. Twice per year, open the hydrant completely and flush for several minutes. Open and close valve to make sure it works properly, and check for leaks.
2. Remove a cap and verify that the hydrant is draining properly. After the main valve is closed, the water in the hydrant should drain rapidly. If it does not, the drain ports may be clogged. To clear drain ports, install nozzle cap, and tighten until water tight, then open hydrant two or three turns for several minutes. This will leave drain port partially open and permit water pressure to wash out the obstruction. If this method is unsuccessful, remove the operating rod assembly and clean the drain mechanism. If neither of above methods permits water to drain, it indicates that the drainage area around the hydrant base should be rebuilt.
3. **Oil Reservoir Hydrants:**

   Remove oil level plug and check oil level. The oil level should be to the level of the plug. If it is necessary to add oil, remove the oil level plug on the back of the nozzle section and add oil.
4. **Non-Oil Reservoir Hydrants:**

   Remove screw from operating nut, and add approximately one tablespoon of oil through opening. Replace screw.
5. Remove all nozzle caps, clean rust or corrosion from threads of nozzles and caps, and replace cap gaskets if necessary. Apply a light coat of grease to nozzle threads before replacing cap.



OIL RESERVOIR HYDRANT — NON-OIL RESERVOIR HYDRANT

Note: Where oil or grease is specified, use an AMERICAN Flow Control recommended food grade lubricant.

AMERICAN Flow Control — *Waterous 5-1/4" Pacer Fire Hydrant*

PACER - TROUBLESHOOTING GUIDE

WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH. High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment.

Problem	Solution
1. Operating nut turns freely but hydrant does not open.	1. Inspect rod coupling for breakage and ensure rod pin is properly installed.
2. Hydrant will not shut off or ground around hydrant is highly saturated.	2. Close hydrant and remove nozzle cap. Check with listening device to determine if water is passing by main valve. If it is determined that the main valve is leaking, try the following: a. Flush hydrant in fully open position (watch to see if rocks or other foreign objects flush out of the barrel). b. After flushing for several minutes, shut off the hydrant. Watch for several minutes to see if flow stops. Place hand over open hose nozzle; suction should be felt, indicating hydrant is no longer leaking and drains are working properly. c. If flushing does not solve the problem, it would indicate that something is trapped or has cut the main valve rubber. Follow the seat removing instructions to replace the valve. Check threads on bronze seat to be sure that is not damaged. If threads appear worn or bent, replace the bronze seat. d. If replacing the valve does not stop the leakage, bolting at the hydrant shoe may be loose or the base gasket is damaged. The hydrant must be excavated to make the repair.
3. External leakage is noticed around the operating nut.	3. This indicates that O-rings are cut or missing. Replace o-rings as referenced in the disassembly and repair instructions.
4. Operating nut is extremely hard to turn.	4. Try to turn the operating nut. If the nut turns, carefully turn the nut back from a tight closed position until it turns freely. If it is necessary to add lubricant, for hydrants with an oil reservoir, remove the oil level plug on the back of the nozzle section and add oil. Fill oil to the level of the plug, if necessary. For hydrants with no oil reservoir, remove the flat head screw on the operating nut and add mineral oil or similar lubricant. ALWAYS FULLY OPEN AND CLOSE THE HYDRANT AFTER LUBRICATING. Replace the oil level plug or the flat head screw taking care to replace the thread sealant. The hydrant should cycle freely. If this does not solve the problem, remove the operating nut. Inspect the threads of the operating nut and upper rod. Inspect the thrust washer to ensure it is lubricated and is undamaged. Replace and/or lubricate the thrust washer if neces-sary. If this does not solve the problem, remove the hydrant seat and flush thoroughly. Note: **Where grease is specified, use an AMERICAN Flow Control recommended food grade grease**
5. Water is dripping around nozzles.	5. Close hydrant and remove nozzle cap. Replace cap gasket. Check the nozzle to be sure it is properly installed. Earlier model hydrants used caulked nozzles. Nozzle may require re-cauking or replacement of barrel. If nozzle has an O-ring behind the nozzle, it may need replacing.
6. Hydrant will not drain properly.	6. Check to be sure the water table has not risen too high to allow for drainage. Flush hydrant to be sure drains are clear. Open hydrant slowly several turns while leaving caps firmly in place to ensure hydrant drains are clear. Close hydrant and repeat this procedure. Do this slowly several times. If this does not solve the problem, remove the hydrant seat assembly and check the rubber drain facings. If no problems are found, excavate the hydrant to see if concrete or other materials have blocked the drain outlets.

EXHIBIT B
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northerly of the northerly right of way line of County Road 28A, southerly of the southerly right of way line of Trunk Highways No. 52 and 55 and northwesterly of the following described line:

Commencing at the southeast corner of said East Half of the Northeast Quarter; thence North 2 degrees 12 minutes 14 seconds East, assumed bearing, along the east line of said East Half, a distance of 1304.08 feet to the actual point of beginning of the line to be described; thence South 67 degrees 38 minutes 05 seconds West, a distance of 675.57 feet to the northerly Right-of-way line of County Road No. 28A and there terminating.

EXCEPT

That part which lies southeasterly of a line parallel with and distant 60.00 feet northwesterly from the following described line and its southeasterly extension: Commencing at the southeast corner of said East Half of the Northeast Quarter of Section 21; thence on an assumed bearing of North 00 degrees 15 minutes 29 seconds East, along the east line of said East Half of the Northeast Quarter, a distance of 1496.49 feet to the actual point of beginning of the line to be described; thence South 45 degrees 11 minutes 30 seconds West a distance of 499.73 feet to the southeasterly line of the above described property and there terminating.

ALSO EXCEPT

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northeasterly of the northerly right of way line of County Road 28A, southwesterly of the southerly boundary of Minnesota Department of Transportation Right of Way Plat No. 19-127 and northwesterly of the following described line:

Commencing at Right of Way Boundary Corner B15 as shown on said Minnesota Department of Transportation Right of Way Plat No. 19-127; thence South 51 degrees 39 minutes 12 seconds East, along the boundary of said plat, a distance of 808.91 feet to the beginning of the line to be described; thence South 49 degrees 41 minutes 05 seconds West a distance of 220.83 feet; thence South 2 degrees 48 minutes 51 seconds East a distance of 35.33 feet; thence South 52 degrees 41 minutes 30 seconds West a distance of 41.00 feet; thence North 79 degrees 25 minutes 02 seconds West a distance of 33.34 feet; thence South 49 degrees 41 minutes 05 seconds West a distance of 114.91 feet to said northerly right of way line of County Road 28A and there said line terminates.

Abstract Property

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

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

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

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

WHEREAS, the Buyer and Seller executed the First Amendment to Purchase Agreement effective July 30, 2019 (the First Amendment) amending certain provisions of the Purchase Agreement, including changing the closing date from July 31, 2019 to October 31, 2019.

WHEREAS, the Buyer and Seller desire to amend the closing date from October 31, 2019 to December 6, 2109.

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

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

> **1.4 CLOSING DATE.** Closing Date shall mean a date determined and agreed to in writing by Buyer and Seller, but no later than ~~October 31, 2019~~ December 6, 2019.

Section 2. Incorporation of Amendment Into Purchase Agreement. This Amendment is hereby incorporated and made a part of the Purchase Agreement.

Section 3. **Continuing Effect**. The other terms and conditions of the Purchase Agreement, as amended by the First Amendment, remain in full force and effect.

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

SELLER:

CITY OF INVER GROVE HEIGHTS

By:_____
George Tourville
Its: Mayor

ATTEST:

By:_____
Michelle Tesser, City Clerk

Approved by City Council
Resolution No. 19-___

BUYER:

COUNTY OF DAKOTA

By:_____
Liz Workman
County Board Chair

ATTEST:

By:_____
Jennifer Reynolds, Clerk to the Board

Approved as to form:

By:_____
Assistant County Attorney
KS-19-199-2

Approved by Dakota County
Board Resolution No. 19-___

AGENDA ITEM 7J

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

SOURCE LAND CAPITAL – CASE NO. 19-14ZPD

Meeting Date: October 28, 2019
Item Type: Regular Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider the following requests for property located at 6477 South Robert Trail;

a) A Rezoning of the property from A, Agricultural to R-1C/PUD, Single Family Residential District.

b) A Resolution relating to a Preliminary Plat and Preliminary PUD Development Plan for Windsor Ridge, a 66 lot single family development.

- Requires 3/5th's vote.
- 60-day deadline: November 1, 2019 (extended by applicant)

SUMMARY

The applicant is proposing to develop a 30.25 acre parcel into a 66 lot single family development to be known as Windsor Ridge. Access to the development would be via new 65th Street and the extension of Agate Trail. Lot sizes and widths are similar to other developments in the Northwest Area.

ANALYSIS

Rezoning:

- The requested rezoning would be consistent with the proposed comprehensive plan designation for the property. The project complies with minimum and maximum densities as regulated in the Northwest Area Overlay District.

Preliminary Plat:

- The preliminary plat consists of 66 single family lots and two outlots. Outlots A and B are for regional basin storm water purposes and would be owned by the City.

Preliminary PUD Development Plan:

- Applicant is requesting flexibility from code requirements for; a) separation between single family homes, b) setback flexibility for one lot along 65th street to 36 feet, c) cul-de-sac length, d) driveway width without the need for porous pavement, e) impervious surface to 30.0%, f) tree reforestation allowed up to 50% before replacement required, and g) proposed berm as part of stormwater plan not be considered disturbance of the required undisturbed area. Staff supports the flexibility requests. The reforestation plan

is short trees and the balance must comply with code standards which requires planting on park property or pay a cash payment.

The item was originally discussed at the May 28 meeting. There was discussion about the overall storm water management system and whether it met the Northwest Area Overlay Standards. The applicant has had several meetings with city staff and Mr. Bill Nichols to discuss the plan. The plan has been reviewed by both Barr Engineering and EOR. EOR has drafted a memo dated 10/24/19 (attached) that summarizes the plan and lists conditions of approval. The City Engineer is drafting a separate memo with his comments.

RECOMMENDATION

Planning Staff. Recommends approval of the rezoning and preliminary plat/preliminary PUD development plans with the conditions listed in the attached resolution.

Planning Commission. Planning Commission recommended approval of the requests (8-0).

Attachments:
- Rezoning Ordinance
- Resolution Approving the Preliminary Plat and Preliminary PUD Development Plan
- Revised Plan Set
- Minutes from May 28 City Council Meeting
- Planning Commission Recommendation (May 7 and May 21)
- Planning Report
- Revised Applicant Narrative
- Memo from EOR dated 10/24/19
- Memo from City Engineer dated 10/24/19
- Letter from Resident

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE INVER GROVE HEIGHTS CITY CODE

CASE NO. 19-14ZPD
(Source Land Capital)

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described property located within the City of Inver Grove Heights from A, Agricultural to R-1C/Single Family Planned Unit Development, to wit:

SEE EXHIBIT A

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. This Ordinance shall be in full force and effect from and after its publication according to law.

Enacted and ordained into an Ordinance this 28th day of October, 2019.

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Joseph Lynch, Deputy Clerk

EXHIBIT A

Property Description (Murphy Property):

That part of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, according to the Government Survey thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, assumed bearing along the east line of said East Half of the Northeast Quarter, a distance of 1449.27 feet to the south line of the plat of RAUCHWARTER ESTATES, according to the recorded plat thereof, said Dakota County; thence South 89 degrees 51 minutes 20 seconds West, along said south line of RAUCHWARTER ESTATES, a distance of 990.71 feet to the east line of the West 350.00 feet of said East Half of the Northeast Quarter and the point of beginning; thence continue South 89 degrees 51 minutes 20 seconds West, along said south line, a distance of 350.04 feet to the west line of said East half of the Northeast Quarter; thence South 01 degrees 00 minutes 50 seconds East, along said west line a distance of 1017.33 feet to the south line of said East Half of the Northeast Quarter; thence North 89 degrees 44 minutes 00 seconds East, along said south line, a distance of 1339.31 feet to the east line of said East Half of the Northeast Quarter; thence North 00 degrees 56 minutes 05 seconds West, along said east line, a distance of 660.51 feet to the north line of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6; thence South 89 degrees 41 minutes 07 seconds West, along said north line, a distance of 45.00 feet to the west line of the East 45.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, along said west line, a distance of 223.01 feet to the south line of the North 223.00 feet of said South Half of the South Half of the East half of the Northeast Quarter; thence South 89 degrees 41 minutes 07 seconds West, along said south line, a distance of 208.01 feet to the west line of the East 253.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence North 00 degrees 56 minutes 05 seconds West, along said west line a distance of 223.01 feet to said north line of the South Half of the South Half of the East Half of the Northeast Quarter; thence South 89 degrees 41 minutes 07 seconds West, along said north line, a distance of 737.17 feet to said east line of the West 350.00 feet of said East Half of the Northeast Quarter; thence North 01 degrees 00 minutes 50 seconds West, along said east line, a distance of 356.89 feet to said south line of RAUCHWARTER ESTATES and the point of beginning,

Area: 22.10 acres

Property Description (Mooney Property):

That part of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, according to the Government Survey thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, assumed bearing along the east line of said East Half of the Northeast Quarter, a distance of 1449.27 feet to the south line of the plat of RAUCHWARTER ESTATES, according to the recorded plat thereof, said Dakota County; thence South 89 degrees 51 minutes 20 seconds West, along said south line of RAUCHWARTER ESTATES, a distance of 321.13 feet to the west line of the East 321.10 feet of the East Half of the Northeast Quarter and the point of beginning; thence South 00 degrees 56 minutes 05 seconds East, along said west line, a distance of 354.89 feet to the north line of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6; thence South 89 degrees 41 minutes 07 seconds

West, along said south line, a distance of 669.06 feet to the east line of the West 350.00 feet of said East Half of the Northeast Quarter; thence North 01 degrees 00 degrees 50 minutes West, along said east line a distance of 356.89 feet to said south line of RAUCHWARTER ESTATES; thence North 89 degrees 51 minutes 20 seconds East, along said south line, a distance of 669.58 feet to the point of beginning.

Area: 5.47 acres

Property Description (Riley Property):

That part of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, according to the Government Survey thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, assumed bearing along the east line of said East Half of the Northeast Quarter, a distance of 1449.27 feet to the south line of the plat of RAUCHWARTER ESTATES, according to the recorded plat thereof, said Dakota County and the point of beginning; thence South 89 degrees 51 minutes 20 seconds West, along said south line of RAUCHWARTER ESTATES, a distance of 321.13 feet to the west line of the East 321.10 feet of the East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, along said west line, a distance of 354.89 feet to the north line of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6; thence North 89 degrees 41 minutes 07 seconds East, along said north line, a distance of 68.10 feet to the west line of the East 253.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, along said west line a distance of 15.00 feet to the north line of the South 208.00 feet of the North 223.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence North 89 degrees 41 minutes 07 seconds East, along said north line, a distance of 208.01 feet to the west line of the East 45.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence North 00 degrees 56 minutes 05 seconds West, along said west line a distance of 15.00 feet to said north line of the South Half of the South Half of the East Half of the Northeast Quarter; thence North 89 degrees 41 minutes 07 seconds East, along said north line a distance of 45.00 feet to the east line of said East Half of the Northeast Quarter; thence North 00 degrees 56 minutes 05 seconds West, along said east line a distance of 353.93 feet to the point of beginning.

Area: 2.68 acres

Property Description (Lojovich Property):

The West 208.00 feet of the East 253.00 feet of the South 208.00 feet of the North 223.00 feet of the South Half of the South Half of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, according to the Government Survey thereof, Dakota County, Minnesota.

Area: 0.99 acres

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD DEVELOPMENT PLAN CONSISTING OF 66 SINGLE FAMILY LOTS AND TWO (2) OUTLOTS FOR THE PLANNED DEVELOMENT TO BE KNOWN AS WINDSOR RIDGE

CASE NO. 19-14ZPD

WHEREAS, a preliminary plat and preliminary PUD development plan application has been submitted to the City for property legally described as;

SEE EXHIBIT A

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statues, Section 462.357, Subdivision 3 on May 7 and May 21, 2019;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan for the planned development of Windsor Ridge is hereby approved subject to the following conditions:

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

Preliminary Plat	10/18/19
Preliminary Open Space Plan	10/18/19
Preliminary Grading Plan	10/18/19
Preliminary Utility Plan	10/18/19
Preliminary Sanitary/Watermain Plan (4 sheets)	10/18/19
Preliminary Street and Storm Sewer Plan (4/sheets)	10/18/19
Preliminary Storm Sewer Plan	10/18/19
Preliminary Overall Tree Preservation Plan	10/18/19
Preliminary Landscape Plan	10/18/19

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.

3. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.

4. The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. This provides identification for future land owners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.

5. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.

6. All plans shall be subject to the review and approval of the Fire Marshal.

7. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the developer shall be responsible for the maintenance of storm water improvements on such lots.

8. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.

9. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing. Final details of the amounts to be paid shall be part of the final PUD plan review.

10. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council

11. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat

is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.

12. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.

13. The following documents shall be recorded when the plat is recorded:
    - Development Contract;
    - Storm Water Facilities Maintenance Agreement;
    - Acknowledgement of PUD Zoning.

14. Prior to City Council review of the final PUD development plans, the Developer must respond to all the comments from all memos from the City Engineer, Barr Engineering and from the EOR memo dated 10/24/19.

15. Street lighting shall be required along all public streets. The street lighting plans shall be approved by the City prior to installation.

16. The reforestation shortage of 642 trees shall be addressed as required by the City Council.

Passed this 28th day of October, 2019.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joseph Lynch, Interim Deputy Clerk

EXHIBIT A

Property Description (Murphy Property):

That part of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, according to the Government Survey thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, assumed bearing along the east line of said East Half of the Northeast Quarter, a distance of 1449.27 feet to the south line of the plat of RAUCHWARTER ESTATES, according to the recorded plat thereof, said Dakota County; thence South 89 degrees 51 minutes 20 seconds West, along said south line of RAUCHWARTER ESTATES, a distance of 990.71 feet to the east line of the West 350.00 feet of said East Half of the Northeast Quarter and the point of beginning; thence continue South 89 degrees 51 minutes 20 seconds West, along said south line, a distance of 350.04 feet to the west line of said East half of the Northeast Quarter; thence South 01 degrees 00 minutes 50 seconds East, along said west line a distance of 1017.33 feet to the south line of said East Half of the Northeast Quarter; thence North 89 degrees 44 minutes 00 seconds East, along said south line, a distance of 1339.31 feet to the east line of said East Half of the Northeast Quarter; thence North 00 degrees 56 minutes 05 seconds West, along said east line, a distance of 660.51 feet to the north line of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6; thence South 89 degrees 41 minutes 07 seconds West, along said north line, a distance of 45.00 feet to the west line of the East 45.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, along said west line, a distance of 223.01 feet to the south line of the North 223.00 feet of said South Half of the South Half of the East half of the Northeast Quarter; thence South 89 degrees 41 minutes 07 seconds West, along said south line, a distance of 208.01 feet to the west line of the East 253.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence North 00 degrees 56 minutes 05 seconds West, along said west line a distance of 223.01 feet to said north line of the South Half of the South Half of the East Half of the Northeast Quarter; thence South 89 degrees 41 minutes 07 seconds West, along said north line, a distance of 737.17 feet to said east line of the West 350.00 feet of said East Half of the Northeast Quarter; thence North 01 degrees 00 minutes 50 seconds West, along said east line, a distance of 356.89 feet to said south line of RAUCHWARTER ESTATES and the point of beginning,

Area: 22.10 acres

Property Description (Mooney Property):

That part of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, according to the Government Survey thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, assumed bearing along the east line of said East Half of the Northeast Quarter, a distance of 1449.27 feet to the south line of the plat of RAUCHWARTER ESTATES, according to the recorded plat thereof, said Dakota County; thence South 89 degrees 51 minutes 20 seconds West, along said south line of RAUCHWARTER ESTATES, a distance of 321.13 feet to the west line of the East 321.10 feet of the East Half of the Northeast Quarter and the point of beginning; thence South 00 degrees 56 minutes 05 seconds East, along said west line, a distance of 354.89 feet to the north line of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6; thence South 89 degrees 41 minutes 07 seconds

West, along said south line, a distance of 669.06 feet to the east line of the West 350.00 feet of said East Half of the Northeast Quarter; thence North 01 degrees 00 degrees 50 minutes West, along said east line a distance of 356.89 feet to said south line of RAUCHWARTER ESTATES; thence North 89 degrees 51 minutes 20 seconds East, along said south line, a distance of 669.58 feet to the point of beginning.

Area: 5.47 acres

Property Description (Riley Property):

That part of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, according to the Government Survey thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, assumed bearing along the east line of said East Half of the Northeast Quarter, a distance of 1449.27 feet to the south line of the plat of RAUCHWARTER ESTATES, according to the recorded plat thereof, said Dakota County and the point of beginning; thence South 89 degrees 51 minutes 20 seconds West, along said south line of RAUCHWARTER ESTATES, a distance of 321.13 feet to the west line of the East 321.10 feet of the East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, along said west line, a distance of 354.89 feet to the north line of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6; thence North 89 degrees 41 minutes 07 seconds East, along said north line, a distance of 68.10 feet to the west line of the East 253.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence South 00 degrees 56 minutes 05 seconds East, along said west line a distance of 15.00 feet to the north line of the South 208.00 feet of the North 223.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence North 89 degrees 41 minutes 07 seconds East, along said north line, a distance of 208.01 feet to the west line of the East 45.00 feet of said South Half of the South Half of the East Half of the Northeast Quarter; thence North 00 degrees 56 minutes 05 seconds West, along said west line a distance of 15.00 feet to said north line of the South Half of the South Half of the East Half of the Northeast Quarter; thence North 89 degrees 41 minutes 07 seconds East, along said north line a distance of 45.00 feet to the east line of said East Half of the Northeast Quarter; thence North 00 degrees 56 minutes 05 seconds West, along said east line a distance of 353.93 feet to the point of beginning.

Area: 2.68 acres

Property Description (Lojovich Property):

The West 208.00 feet of the East 253.00 feet of the South 208.00 feet of the North 223.00 feet of the South Half of the South Half of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, according to the Government Survey thereof, Dakota County, Minnesota.

Area: 0.99 acres

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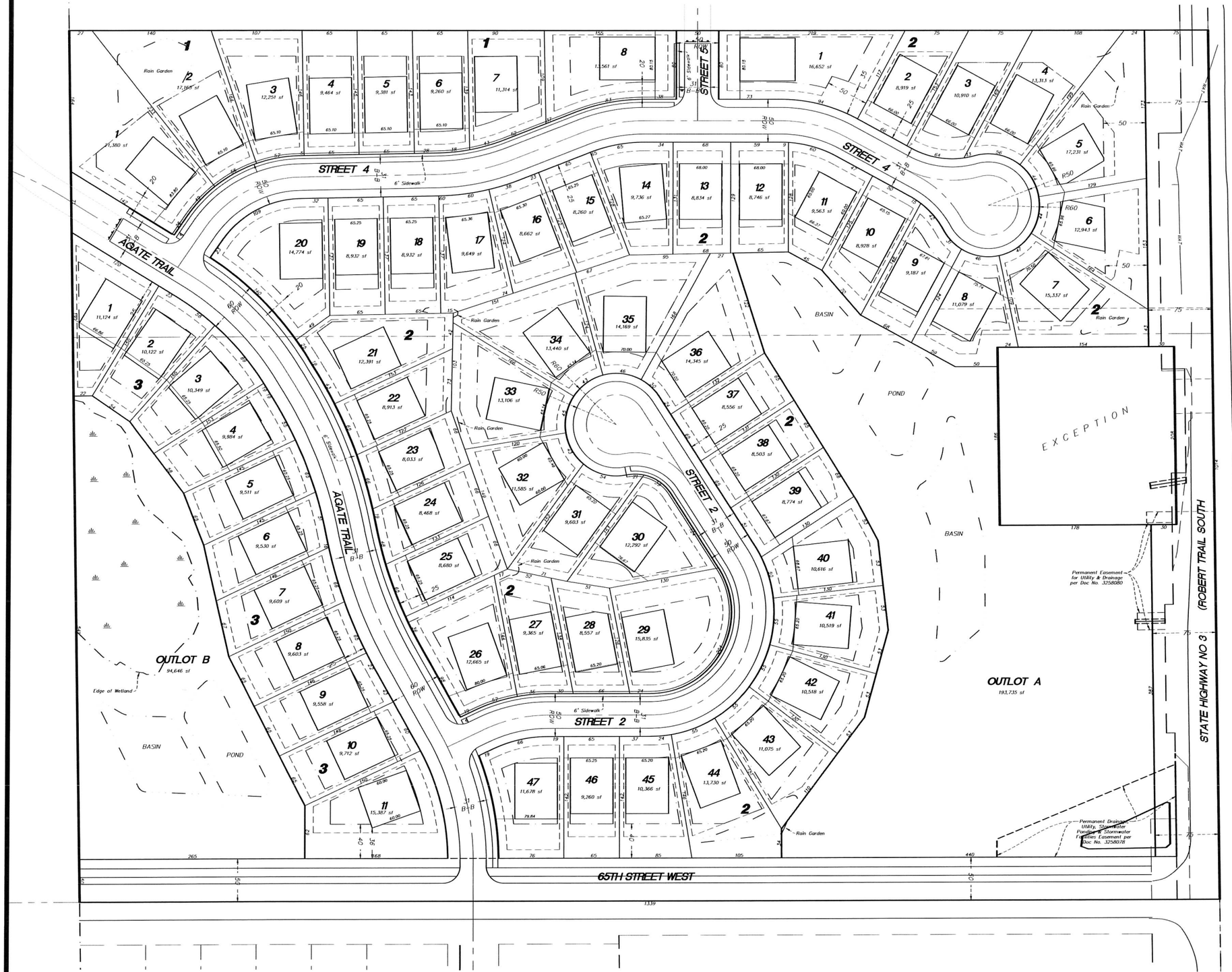


Property Description:

See Existing Conditions sheet for property description.

REGISTRATION OF THE PROPERTY IS IN PROCESS

Development Data

EXISTING ZONING	AGRICULTURE
PROPOSED ZONING	R-1C (PUD)
SITE AREA	30.25 ac
PROPOSED HOMES	66
GROSS DENSITY	2.18 un/ac
PROPOSED SETBACKS (minimums)	
FRONT	20 ft min; 30 ft max; 25 ft typical
SIDE	7.5/7.5 ft (15 ft total)
SIDE CORNER	20 ft
REAR	30 ft
HWY 3	50 ft
65TH STREET	40 ft (except as noted, L11B3)
NET DEVELOPABLE AREA:	
GROSS AREA	31.25 AC
LESS EXCEPTION AREA	1.0 AC
LESS MAJOR R/W (HWY 3)	1.61 AC
LESS WETLANDS	0.92 AC
NET DEVELOPABLE	27.72 AC
REQUIRED OPEN SPACE: (20% of net developable)	5.54 AC
-CONTIGUOUS OPEN SPACE: (75% of required open space)	4.16 AC
-UNDISTURBED OPEN SPACE: (50% of required open space)	2.77 AC
PROVIDED OPEN SPACE: (25% of net developable)	6.61 AC
-CONTIGUOUS OPEN SPACE: (Outlot A)	4.45 AC
-UNDISTURBED OPEN SPACE: (Outlot A undisturbed; 2.20 ac) (Outlot B undisturbed; 0.99 ac)	3.19 AC

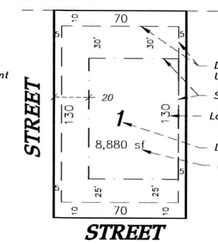
Typical SF Lot Detail

(No Scale)

NOTE:
65' Lot width

Typical Corner Lot Detail

(No Scale)



NOTE:
65' Lot width

Development Notes

1.) ALL LOT DIMENSIONS ARE ROUNDED TO THE NEAREST FOOT.
2.) ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
3.) STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.
4.) DRAINAGE AND UTILITY EASEMENTS SHALL BE PROVIDED AS REQUIRED.
5.) STREET WIDTHS SHOWN ARE FROM BACK OF CURB TO BACK OF CURB.

0' 60' 120' 180'

NOT FOR CONSTRUCTION
Latest Revision Date: 10/18/19
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Date: 04/08/19 Sheet: 3 OF 25

Windsor Ridge

Inver Grove Heights, Minnesota

Preliminary Plat

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL SURVEYOR under the laws of the State of Minnesota.

Craig W. Morse
Date: 10/18/19 License No. 23021

Revisions:
04/26/19 City Comments
05/15/19 City Comments

Designed: SRS
Checked: CWM
Drawn: SRS
Record Drawing by/date:

Prepared for:

Source Land Capital
18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

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Twin City Area 651-454-0002
Mn. Toll Free 1-800-252-1166

EROSION CONTROL NOTES:

- ALL SILT FENCE AND OTHER EROSION CONTROL FEATURES SHALL BE IN-PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL VIABLE TURF OR GROUND COVER HAS BEEN ESTABLISHED. EXISTING SILT FENCE ON-SITE SHALL BE MAINTAINED AND OR REMOVED AND SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONTRACT. IT IS OF EXTREME IMPORTANCE TO BE AWARE OF CURRENT FIELD CONDITIONS WITH RESPECT TO EROSION CONTROL. TEMPORARY PONDING, DIKES, HAY BALES, ETC., REQUIRED BY THE CITY SHALL BE INCIDENTAL TO THE GRADING CONTRACT.
- ALL STREETS DISTURBED DURING WORKING HOURS MUST BE CLEANED AT THE END OF EACH WORKING DAY. A ROCK ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO DETAILS TO REDUCE TRACKING OF DIRT ONTO PUBLIC STREETS.

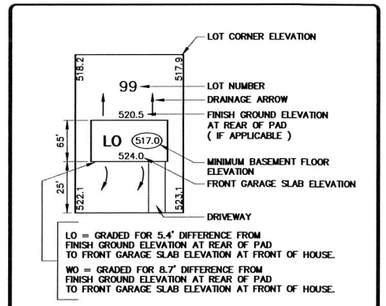
GENERAL GRADING & DRAINAGE NOTES:

- ALL CONTOURS AND SPOT ELEVATIONS ARE SHOWN TO FINISHED SURFACE/GUTTER GRADES UNLESS OTHERWISE NOTED.
- REFER TO THE SITE PLAN/RECORD PLAT FOR MOST CURRENT HORIZONTAL SITE DIMENSIONS AND LAYOUT.
- THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHICAL FEATURES WITH THE OWNERS AND FIELD-VERIFY PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL RULES.
- POSITIVE DRAINAGE FROM THE SITE MUST BE PROVIDED AT ALL TIMES.
- RETAINING WALLS WITH A SURCHARGE OR 4' HIGH OR TALLER REQUIRE A SEPARATE BUILDING PERMIT.
- ALL RETAINING WALLS SHOWN ON PLAN SHALL BE CONSTRUCTED DURING GRADING.

LEGEND:

- DENOTES SOIL BORING
- SF — DENOTES SILT FENCE
- PST-SF — DENOTES POST CONSTRUCTION SILT FENCE
- 980 — DENOTES EXISTING CONTOURS
- 980 — DENOTES PROPOSED CONTOURS
- DENOTES EXISTING STORM SEWER
- DENOTES PROPOSED STORM SEWER
- DENOTES PROPOSED DRAINTILE
- DENOTES EXISTING TREE LINE
- DENOTES APPROXIMATE TREE REMOVAL LIMITS
- x 856.3 — DENOTES EXISTING SPOT ELEVATION
- 66.30 — DENOTES PROPOSED SPOT ELEVATION
- DENOTES BIO-ROLL EROSION CHECKS
- E.O.F. — DENOTES EMERGENCY OVERFLOW ELEVATION
- DENOTES POND MAINTENANCE ACCESS
- DENOTES EROSION CONTROL BLANKET

TOTAL APPROXIMATED EXCAVATION: 226,985 CY
TOTAL APPROXIMATED FILL (CV): 223,592 CY



LO = GRADED FOR 5.4' DIFFERENCE FROM FINISH GROUND ELEVATION AT REAR OF PAD TO FRONT GARAGE SLAB ELEVATION AT FRONT OF HOUSE.
WO = GRADED FOR 8.7' DIFFERENCE FROM FINISH GROUND ELEVATION AT REAR OF PAD TO FRONT GARAGE SLAB ELEVATION AT FRONT OF HOUSE.

NOTE:
THE (1) INDICATES THAT THE GARAGE IS 1 BLOCK OR 0.7 FEET BELOW THE FIRST FLOOR ELEVATION.

WO = WALKOUT
LO = LOOKOUT
R = RAMBLER

TYPICAL LOT

0' 60' 120' 180'

NOT FOR CONSTRUCTION
Latest Revision Date: 10/18/19
0008121GDP01.dwg

Date: 04/08/19 Sheet: 4 OF 25

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
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Westwood Professional Services, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.

John Bender
Date: 10/18/19 License No. 43358

Revisions:
04/26/19 City Comments
05/15/19 Revised EP012A OCS & Storm Sewer
06/18/19 Revised Stormwater Management

Designed: JHB
Checked: JHB
Drawn: CTY
Record Drawing by/date:

Prepared for:
Source Land Capital
18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Windsor Ridge

Inver Grove Heights, Minnesota

Preliminary Grading Plan

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Mn. Toll Free 1-800-252-1166

GENERAL UTILITY NOTES:

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- THE WATER SERVICE SHALL BE INSTALLED WITH A MIN. OF 7.5 FT. OF COVER. THE CONTRACTOR SHALL VERIFY THE CITY AS-BUILT CONSTRUCTION PLANS TO CHECK LOCATION AND MATERIAL TYPE.
- ALL STORM SEWER PIPE SHALL BE CLASS 5 UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL CONTACT "GOPHER STATE ONE CALL" FOR FOR UTILITY LOCATIONS PRIOR TO UTILITY INSTALLATION.
- TEMPORARY LIFT STATION TO BE REMOVED ONCE FUTURE DEVELOPMENT HAS ALLOWED GRAVITY SEWER DRAINAGE TO THE NORTH.

LEGEND

EXISTING

- SANITARY SEWER — SAN
- WATER — WAT
- HYD. W/VALVE
- STORM SEWER — STO

PROPOSED

- SANITARY SEWER
- WATER
- HYD. W/VALVE
- STORM SEWER
- 6" PERFORATED PVC DRAINTILE

0' 60' 120' 180'

NOT FOR CONSTRUCTION
Latest Revision Date: 10/18/19
0008121OAP01.dwg

Date: 04/08/19 Sheet: 5 OF 25

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Date: 10/18/19 License No. 43358

Revisions:
04/26/19 City Comments
10/18/19 City Comments

Designed:	JHB
Checked:	JHB
Drawn:	CTY
Record Drawing by/date:	

Prepared for:

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Windsor Ridge
Inver Grove Heights, Minnesota

Preliminary Overall Utility Plan

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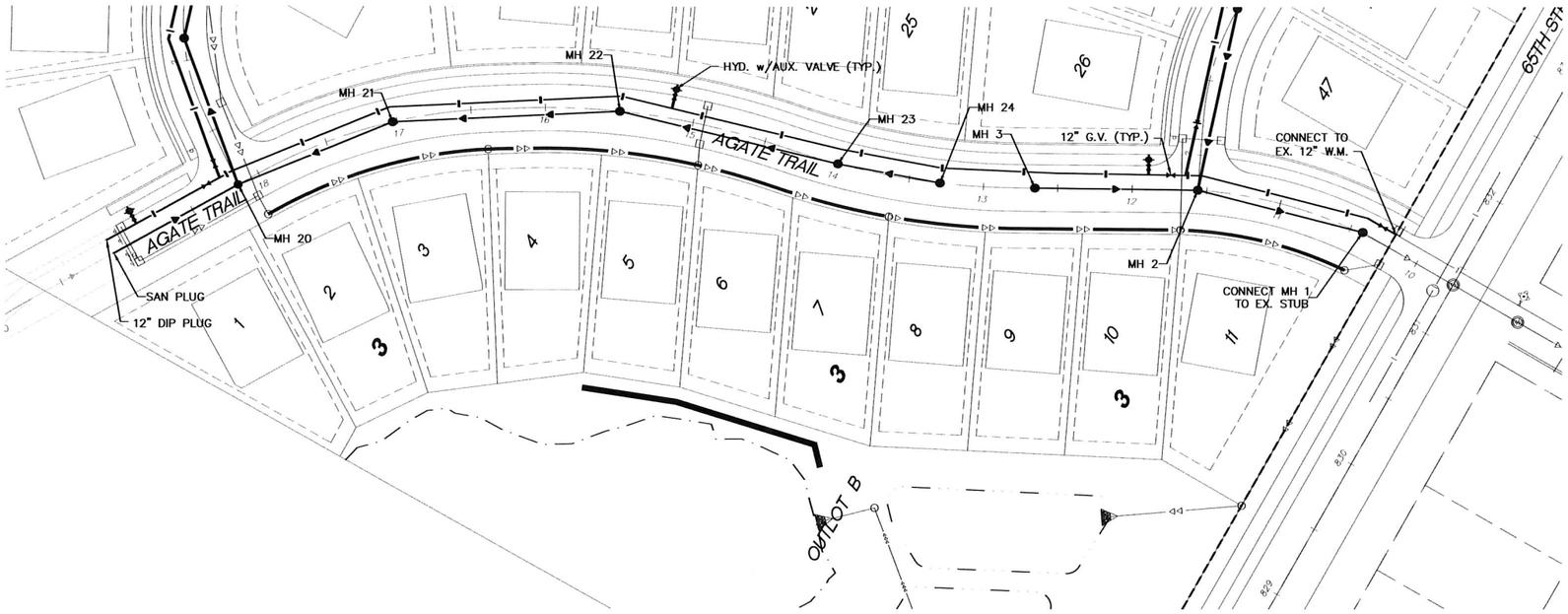
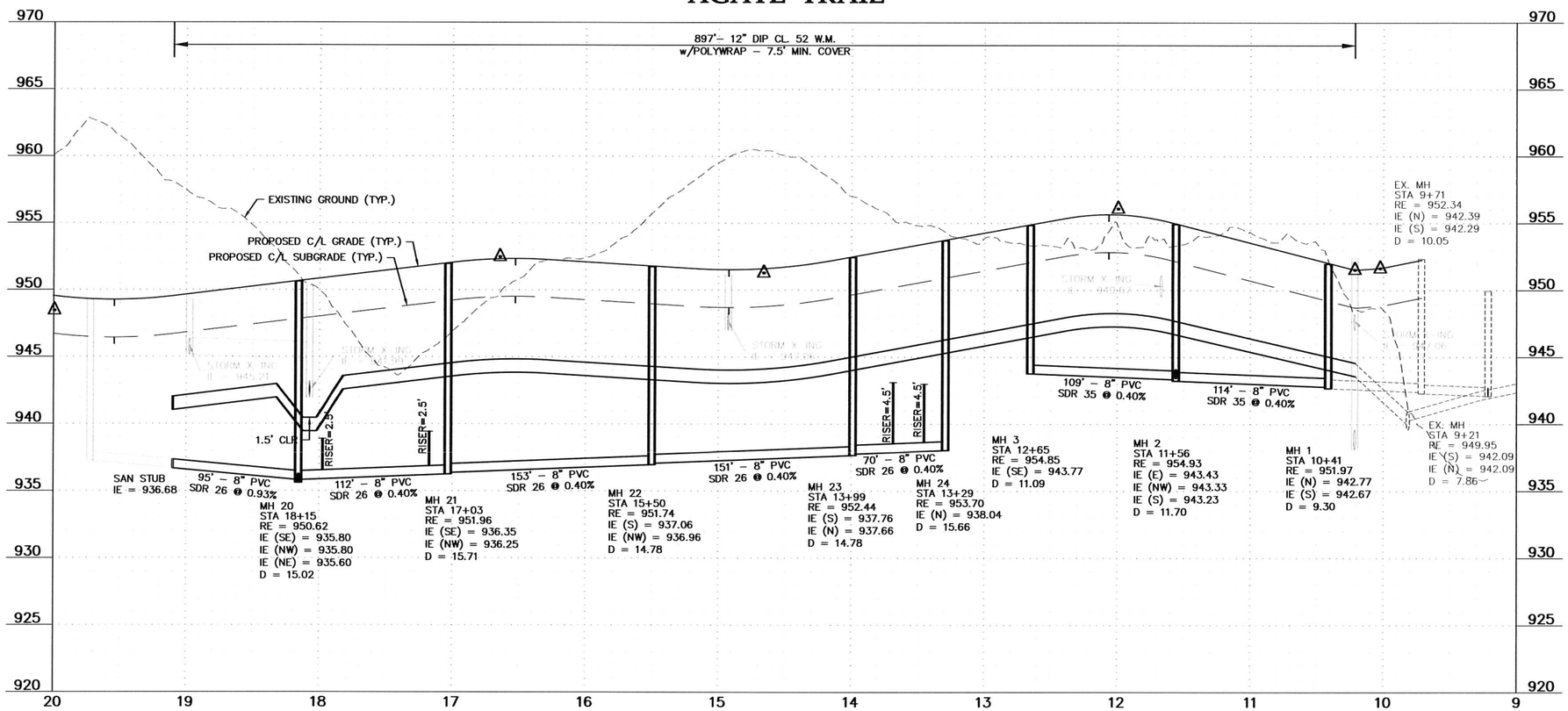


AGATE TRAIL



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Mn. Toll Free 1–800–252–1166

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LEGEND

EXISTING

- SANITARY SEWER — SAN
- WATER — WAT
- HYD. W/VALVE
- STORM SEWER — STO

PROPOSED

- SANITARY SEWER
- WATER
- HYD. W/VALVE
- STORM SEWER
- 6" PERFORATED PVC DRAINTILE

0' 50' 100' 150'

NOT FOR CONSTRUCTION
Latest Revision Date: 10/18/19
0008121UTP01.dwg

Date: 04/08/19 Sheet: 6 OF 25

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John Bender
Date: 10/18/19 License No. 43358

Revisions:
04/26/19 City Comments
10/18/19 City Comments

Designed: JHB
Checked: JHB
Drawn: CTY
Record Drawing by/date:

Prepared for:
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Plymouth, Minnesota 55446

Windsor Ridge
Inver Grove Heights, Minnesota

Preliminary Sanitary & Watermain Plan

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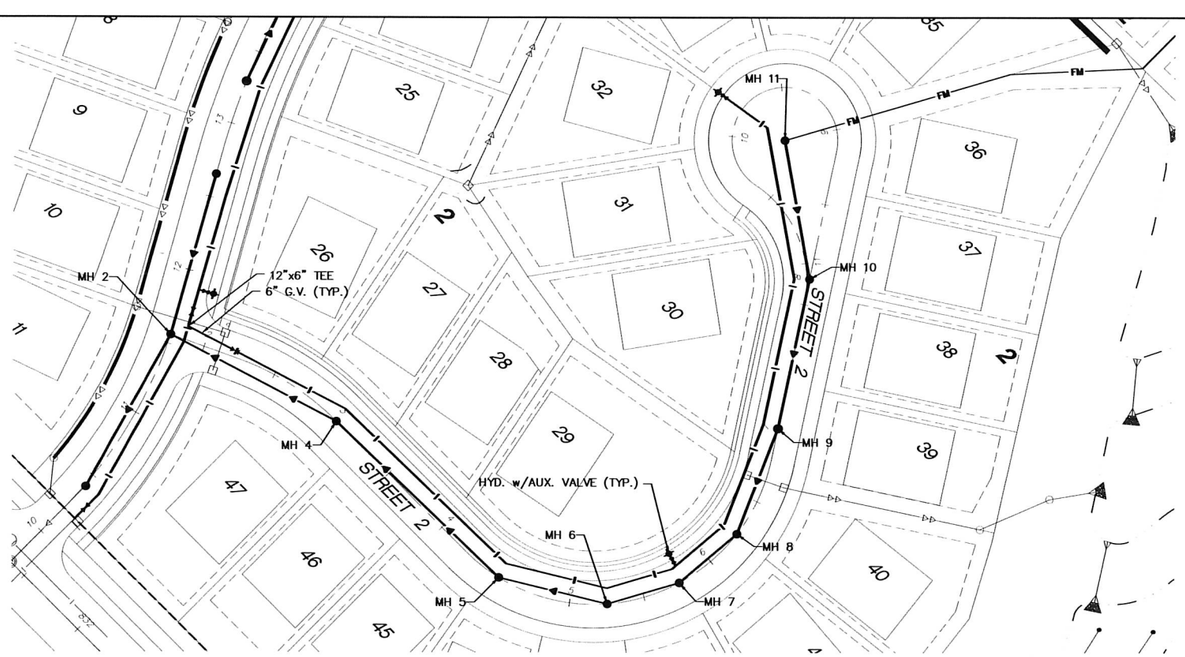

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LEGEND

EXISTING

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- WATER — WAT
- HYD. W/VALVE
- STORM SEWER — STO

PROPOSED

- SANITARY SEWER
- WATER
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- STORM SEWER
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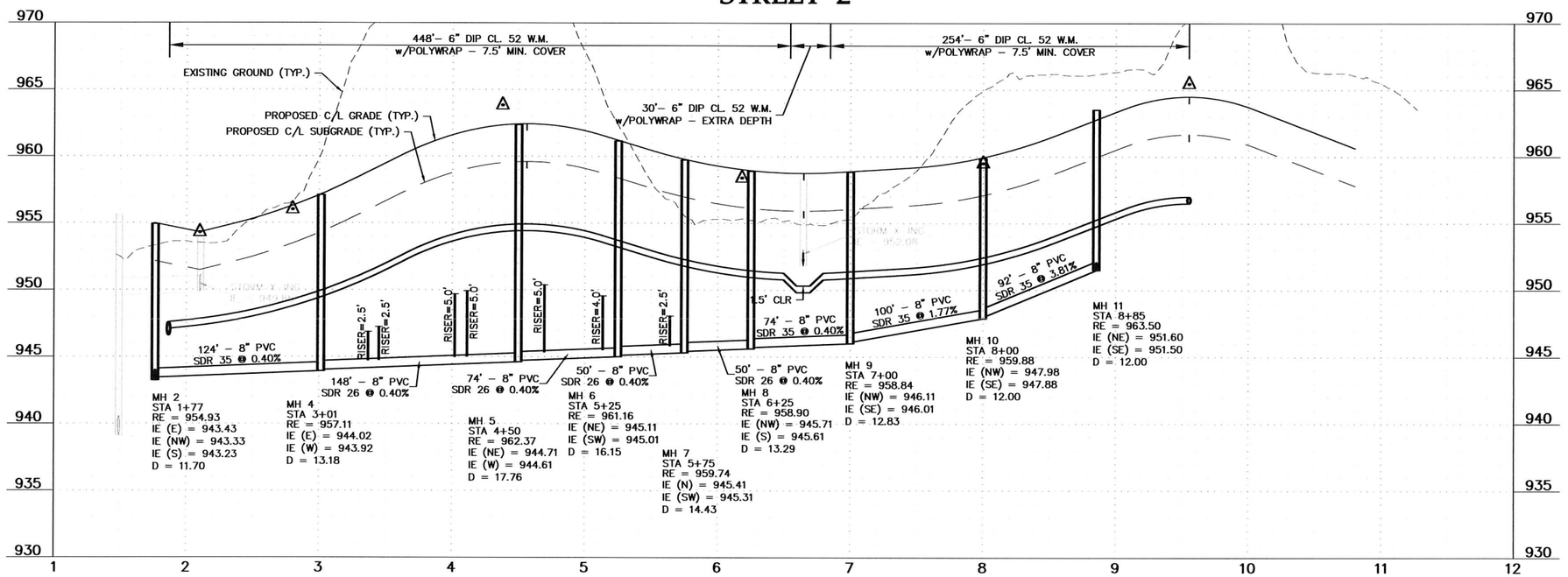
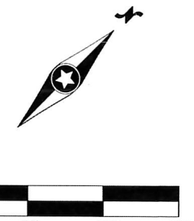
STREET 2





NOT FOR CONSTRUCTION
Latest Revision Date: 10/18/19
0008121UTP01.dwg

Date: **04/08/19** Sheet: **7** OF **25**

Westwood
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Westwood Professional Services, Inc.

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John Bender
Date: 10/18/19 License No. 43358

Revisions:
04/26/19 City Comments
10/18/19 City Comments

Designed: JHB
Checked: JHB
Drawn: CTY
Record Drawing by/date:

Prepared for:
Source Land Capital
18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Windsor Ridge

Inver Grove Heights, Minnesota

Preliminary Sanitary & Watermain Plan

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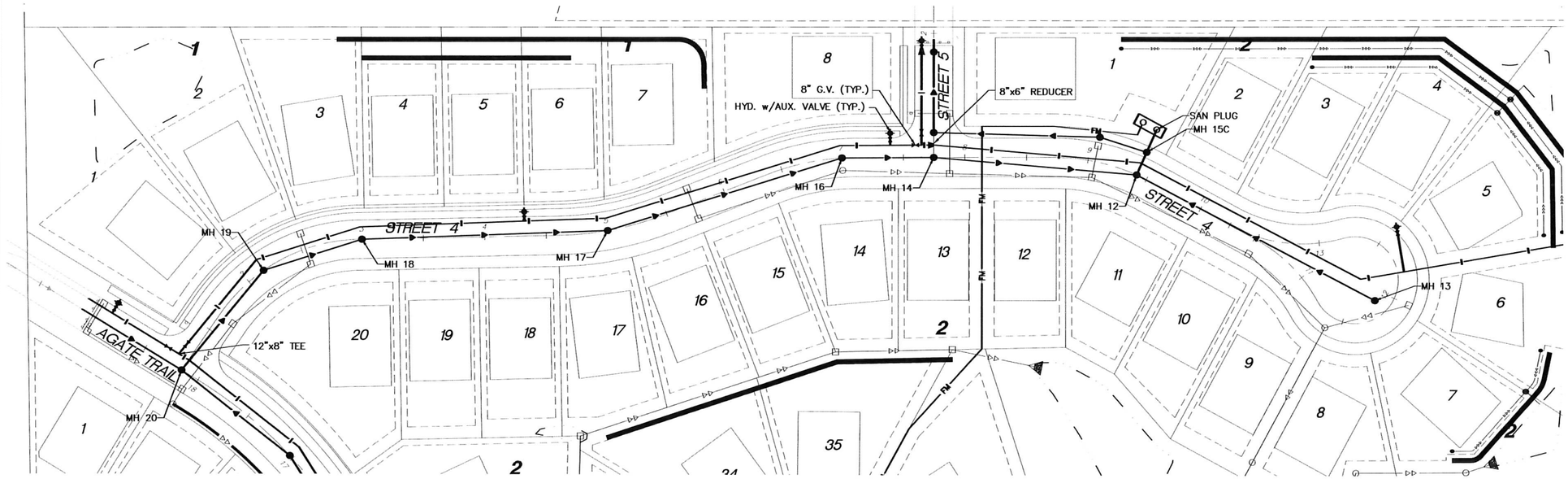

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LEGEND

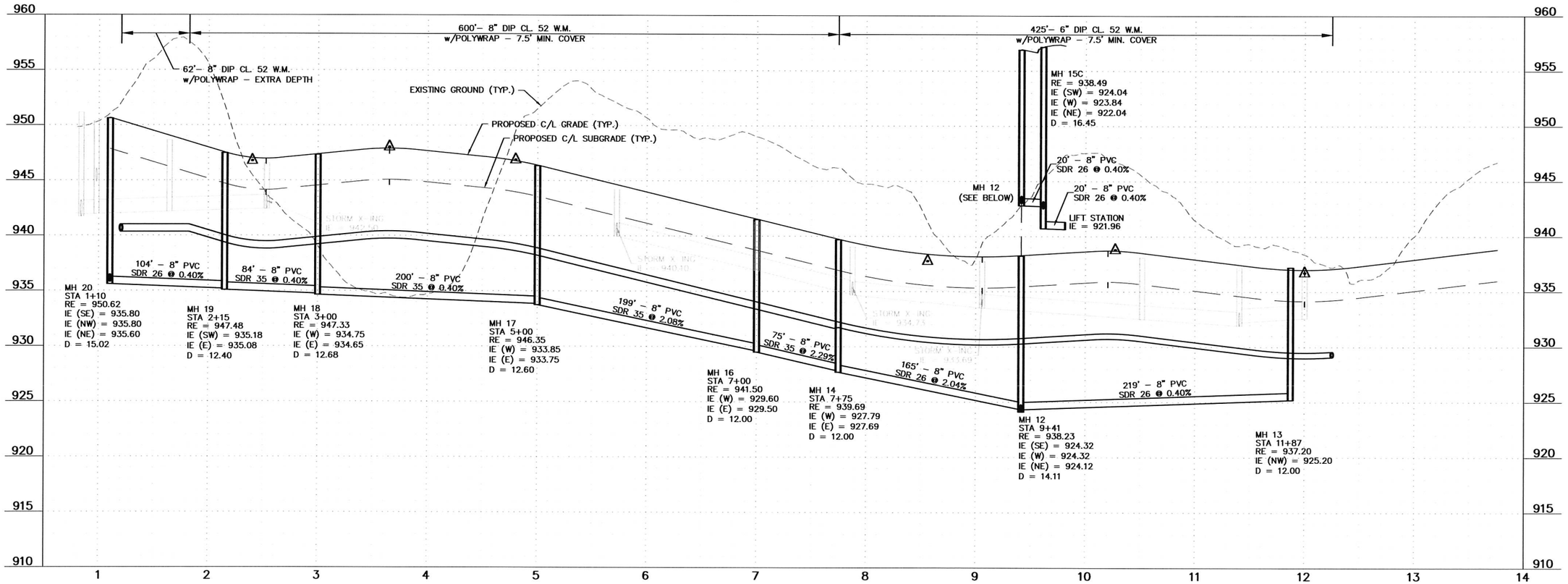
EXISTING

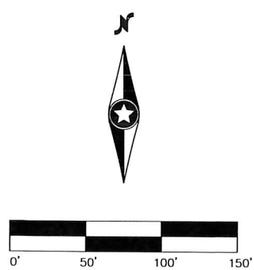
- SANITARY SEWER — SAN — (S)
- WATER — WAT — (W)
- HYD. W/VALVE
- STORM SEWER — STO — (D)

PROPOSED

- SANITARY SEWER
- WATER
- HYD. W/VALVE
- STORM SEWER
- 6" PERFORATED PVC DRAINTILE

STREET 4





NOT FOR CONSTRUCTION
Latest Revision Date: 10/18/19
0008121UTP01.dwg

Date: **04/08/19** Sheet: **8** OF **25**

Windsor Ridge

Inver Grove Heights, Minnesota

Preliminary Sanitary & Watermain Plan

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Westwood Professional Services, Inc.

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John Bender
Date: 10/18/19 License No. 43358

Revisions:
04/26/19 City Comments
10/18/19 City Comments

Designed:	JHB
Checked:	JHB
Drawn:	CTY
Record Drawing by/date:	

Prepared for:

Source Land Capital
18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

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Twin City Area 651-454-0002
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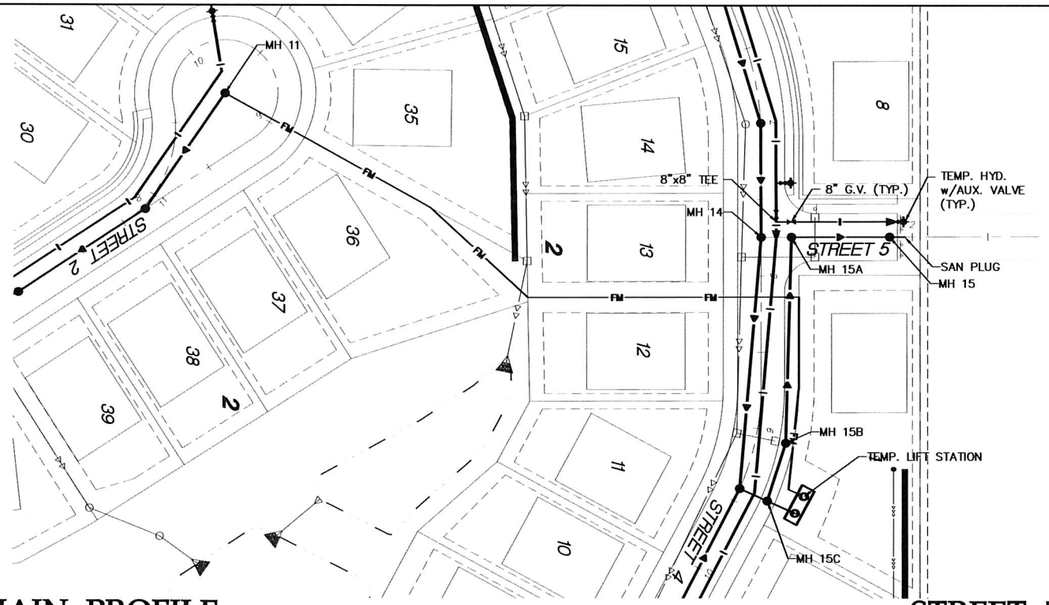

LEGEND

EXISTING

- SANITARY SEWER — SAN — (15)
- WATER — WA1 — 8
- HYD. W/VALVE
- STORM SEWER — STO — (12)

PROPOSED

- SANITARY SEWER
- WATER
- HYD. W/VALVE
- STORM SEWER
- 6" PERFORATED PVC DRAINTILE

0' 50' 100' 150'

GENERAL UTILITY NOTES:

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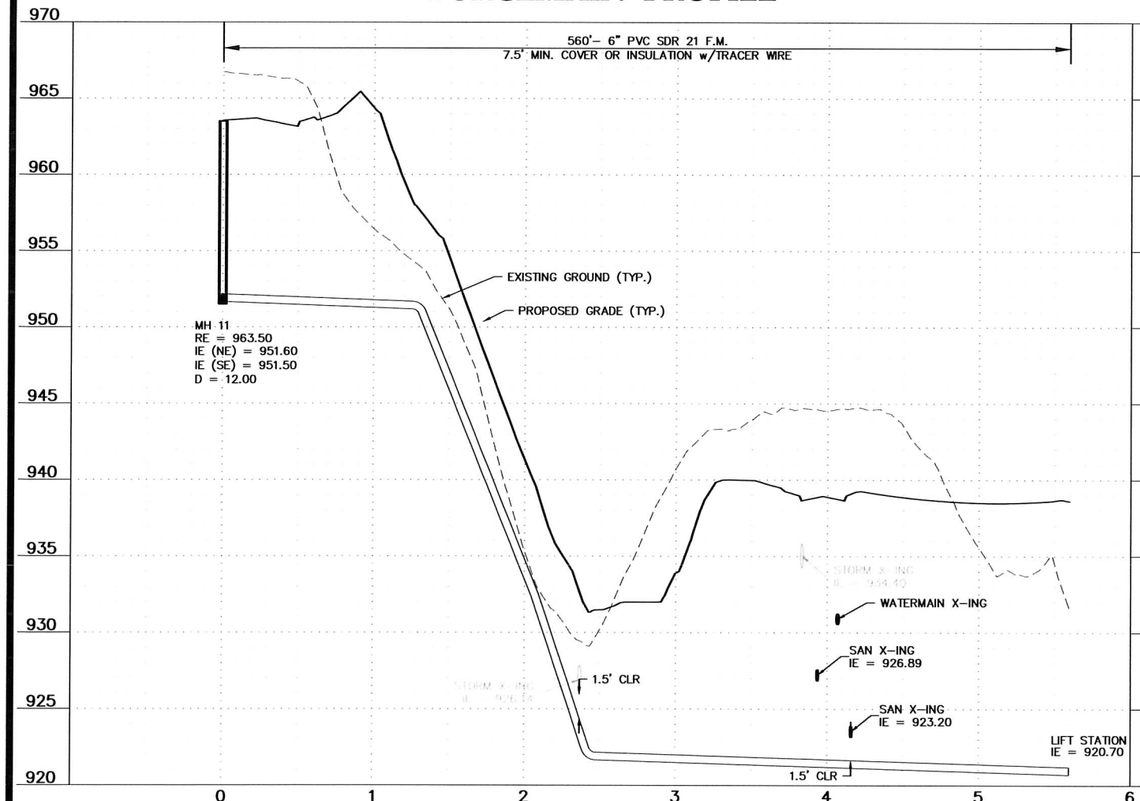
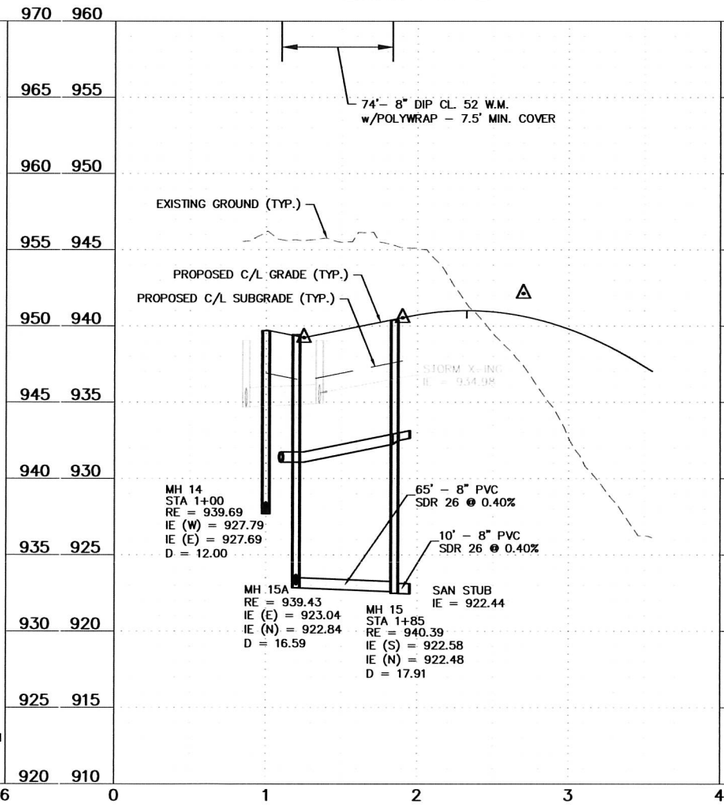
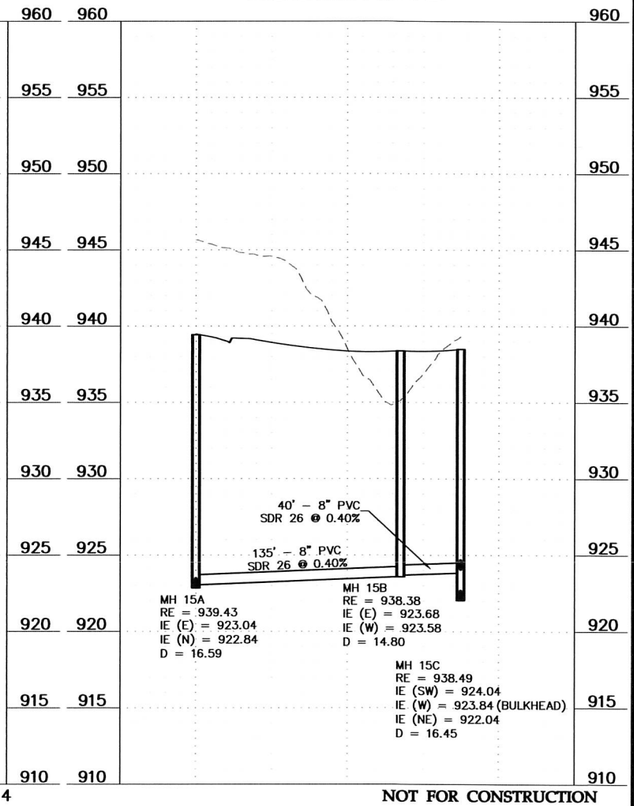
FORCEMAIN PROFILE



STREET 5



BOULEVARD



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Record Drawing by/date:	

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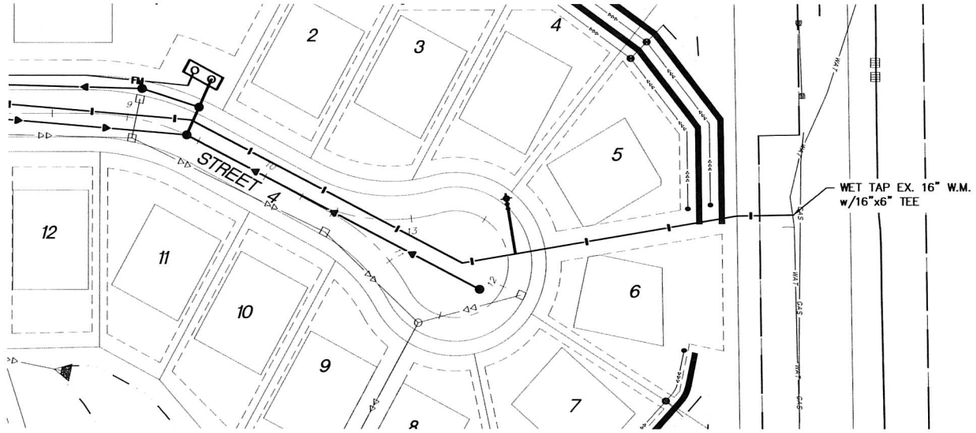

LOOP WATERMAIN

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LEGEND

EXISTING

- SANITARY SEWER — SAN
- WATER — WAT
- HYD. W/VALVE
- STORM SEWER — STO

PROPOSED

- SANITARY SEWER
- WATER
- HYD. W/VALVE
- STORM SEWER
- 6" PERFORATED PVC DRAINTILE

N

0' 50' 100' 150'

NOT FOR CONSTRUCTION
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Date: 04/08/19 Sheet: 9A OF 25

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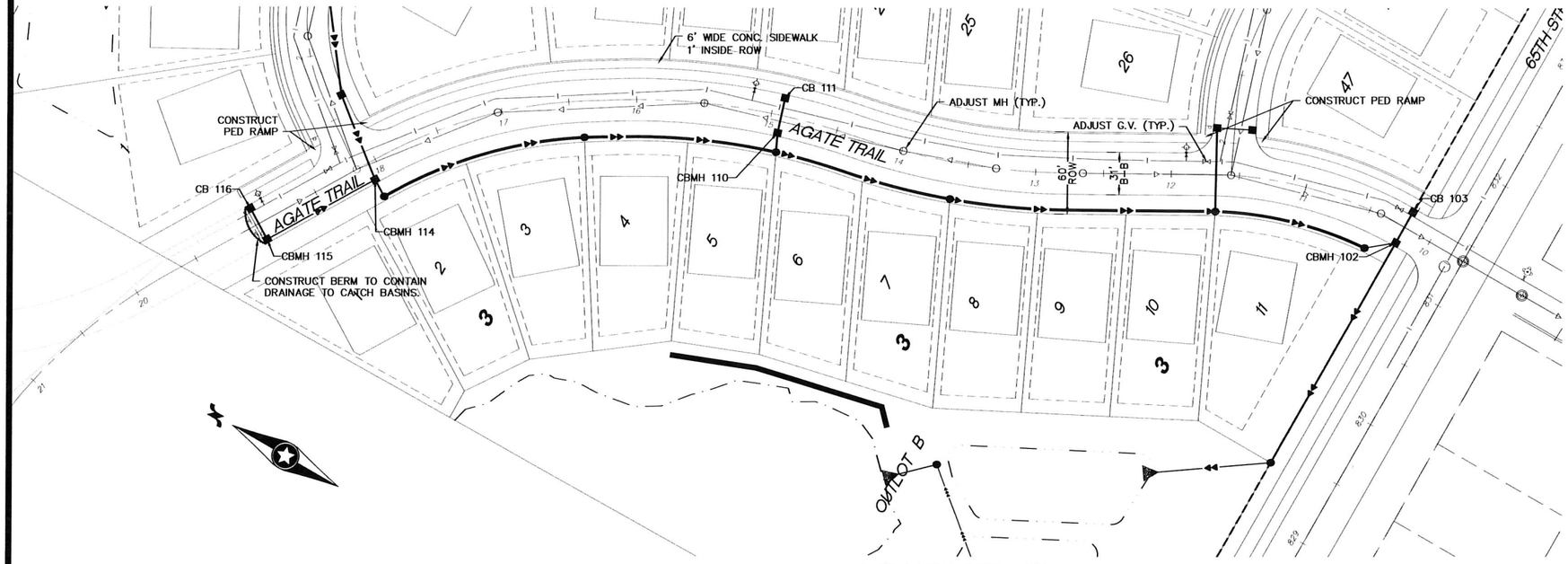

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LEGEND

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- HYD. W/VALVE
- STORM SEWER — STO

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- STORM SEWER
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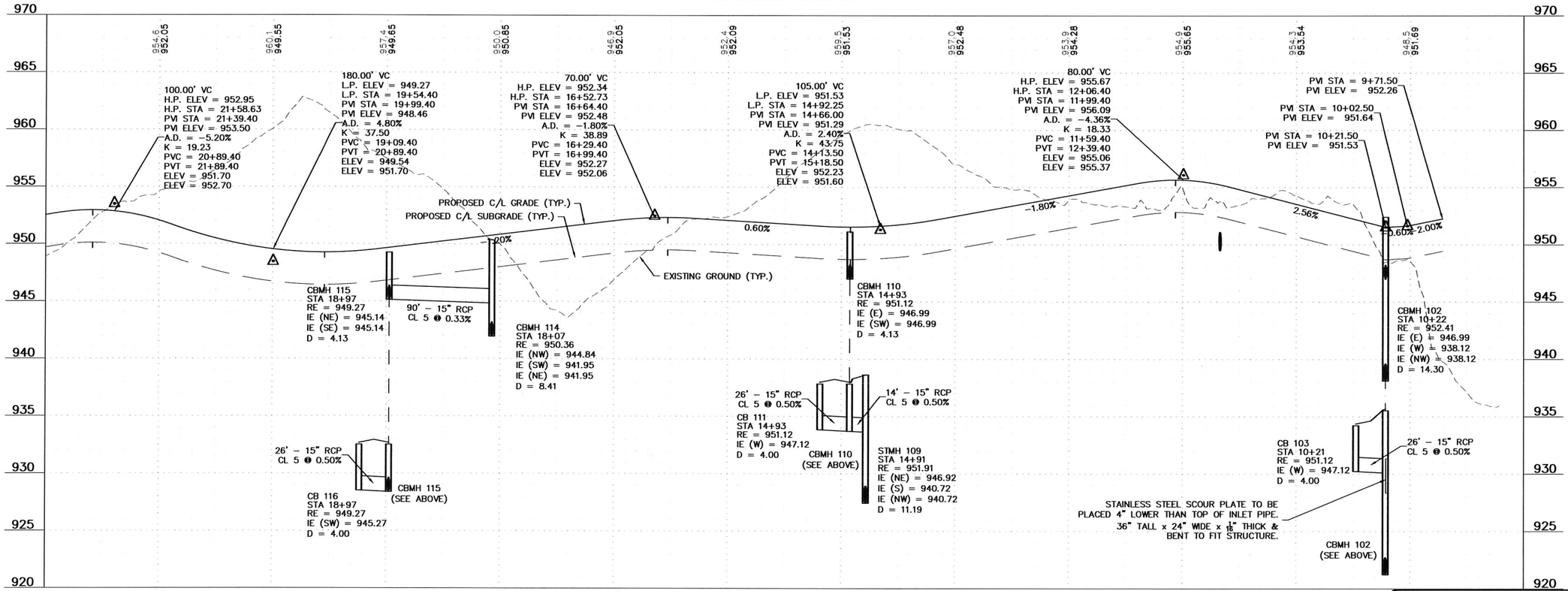
AGATE TRAIL



0' 50' 100' 150'

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Windsor Ridge
Inver Grove Heights, Minnesota

Preliminary Street & Storm Sewer Plan

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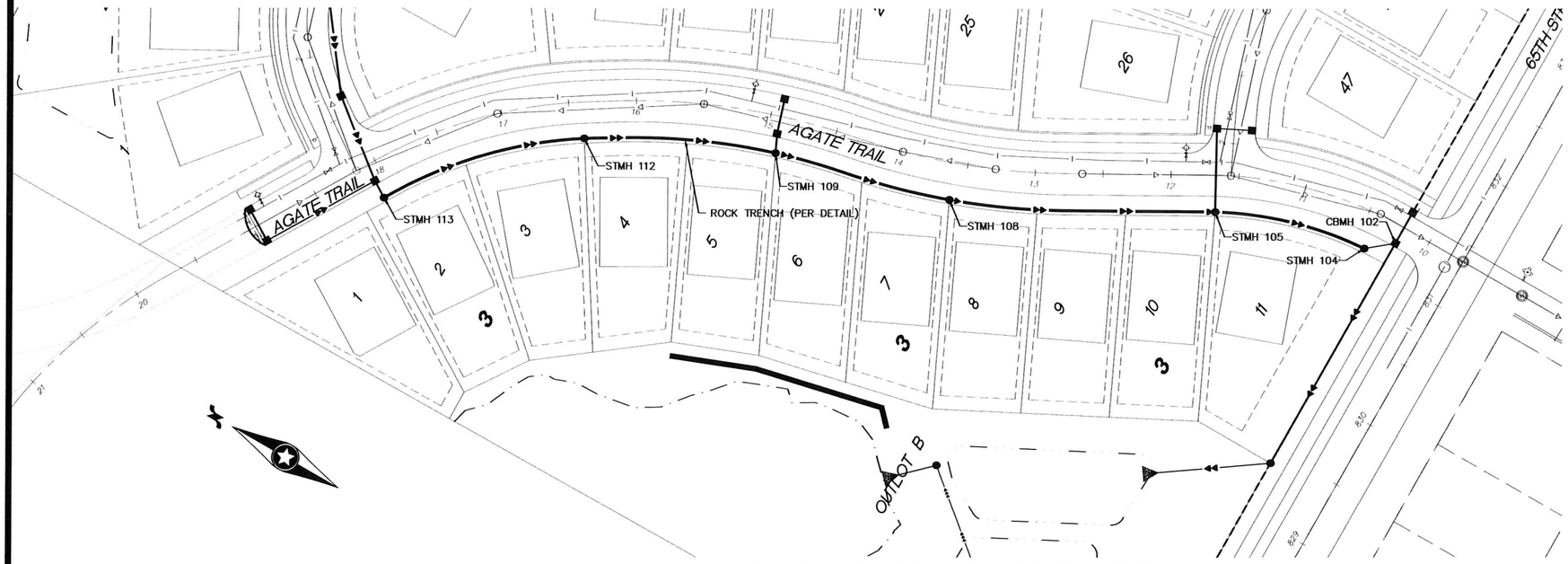

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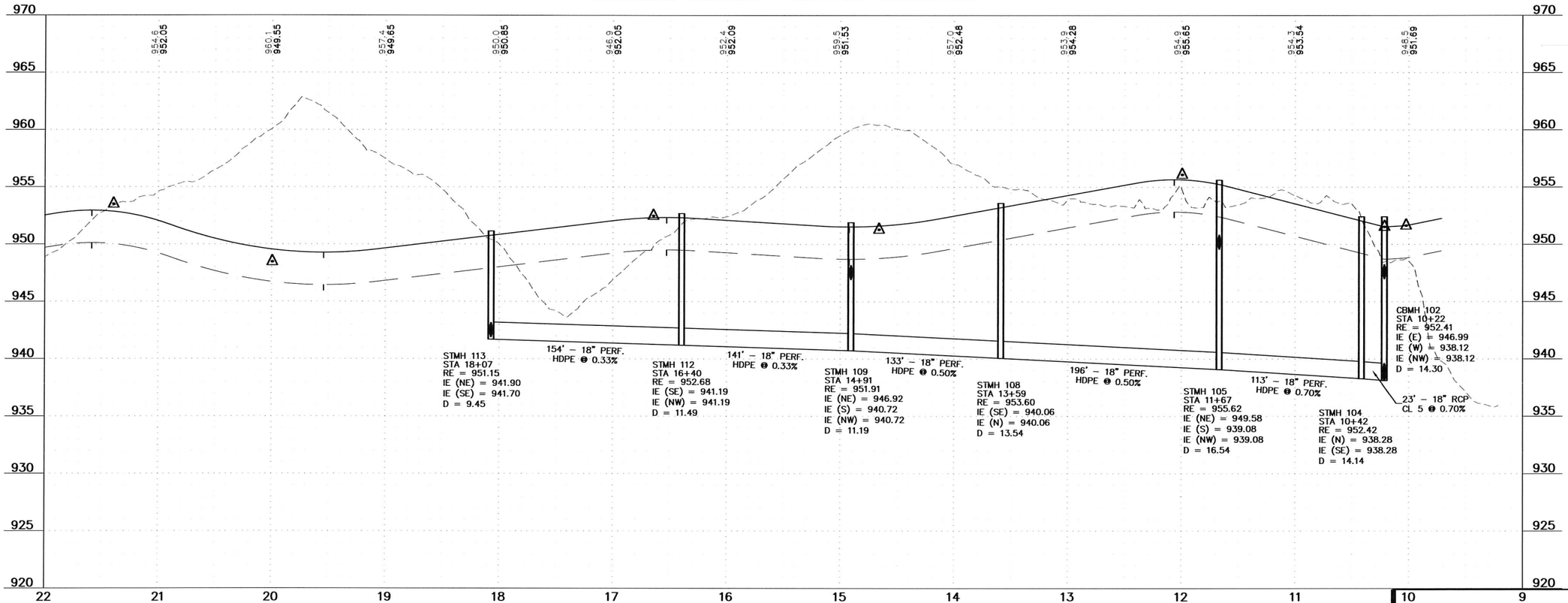
AGATE TRAIL - ROCK TRENCH



0' 50' 100' 150'

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Date: 04/08/19 Sheet: 10A OF 25

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Plymouth, Minnesota 55446

Windsor Ridge
Inver Grove Heights, Minnesota

Preliminary Street & Storm Sewer Plan - Rock Trench

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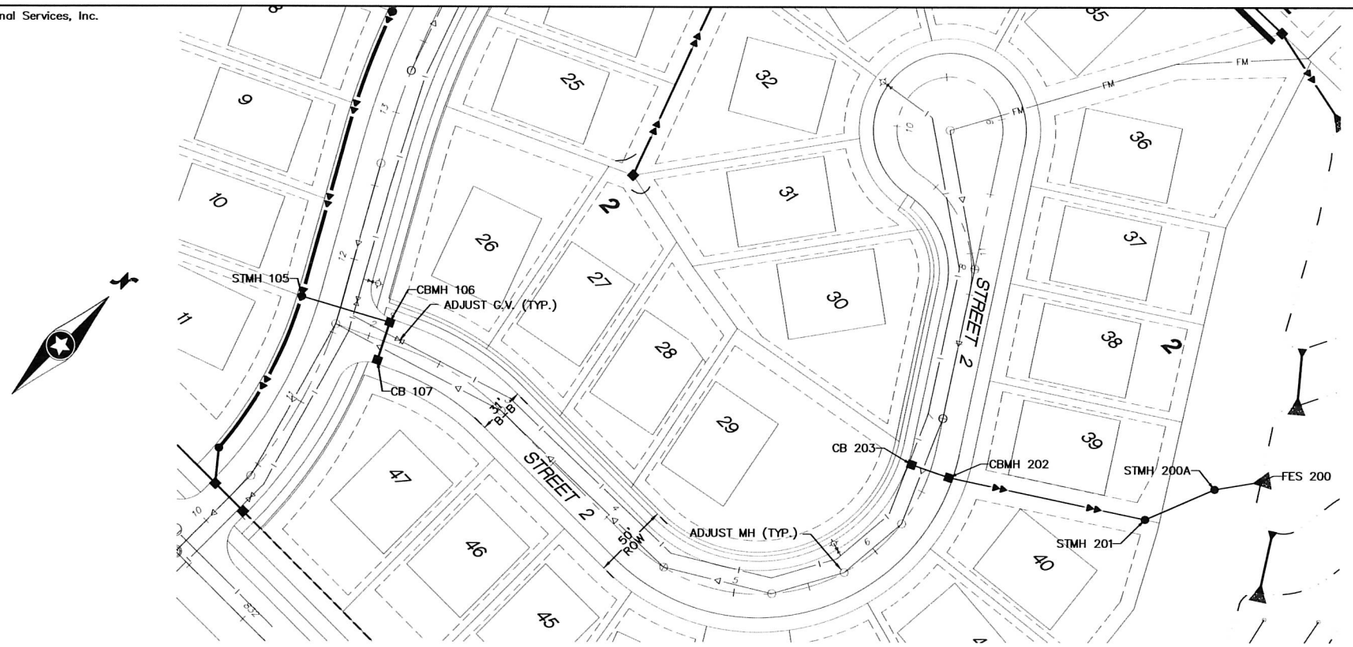

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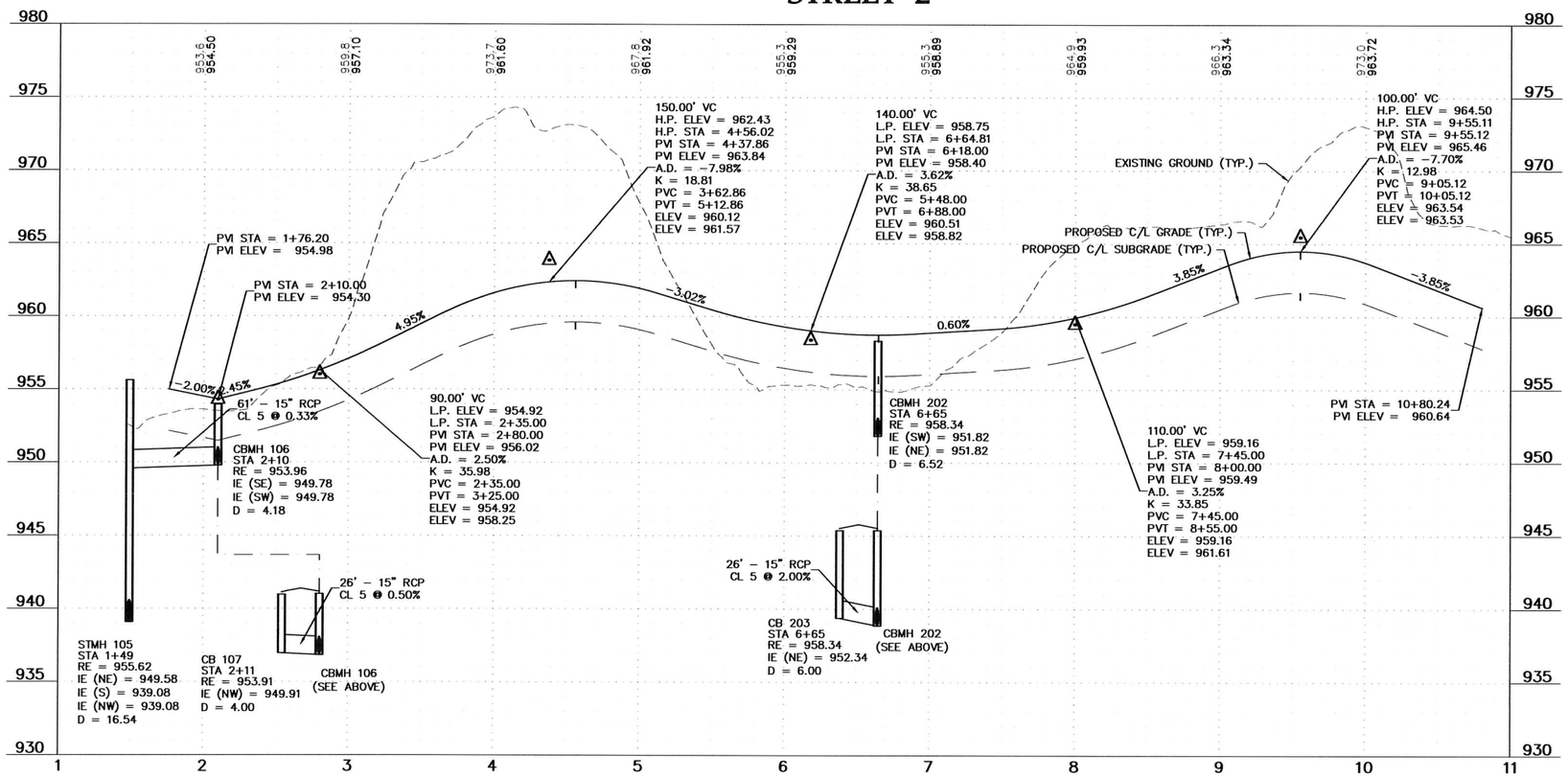
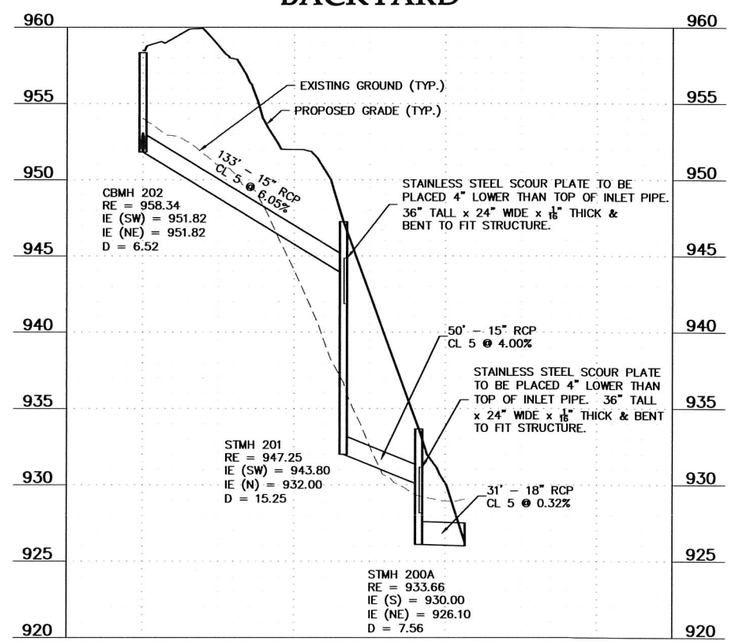
STREET 2



BACKYARD



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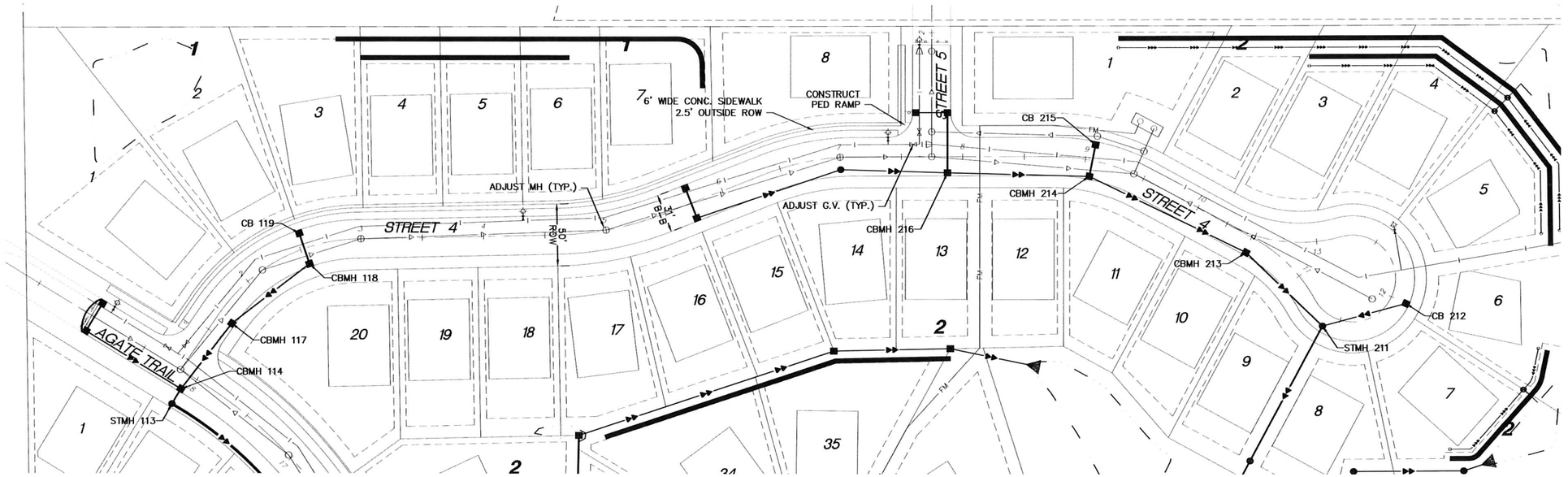

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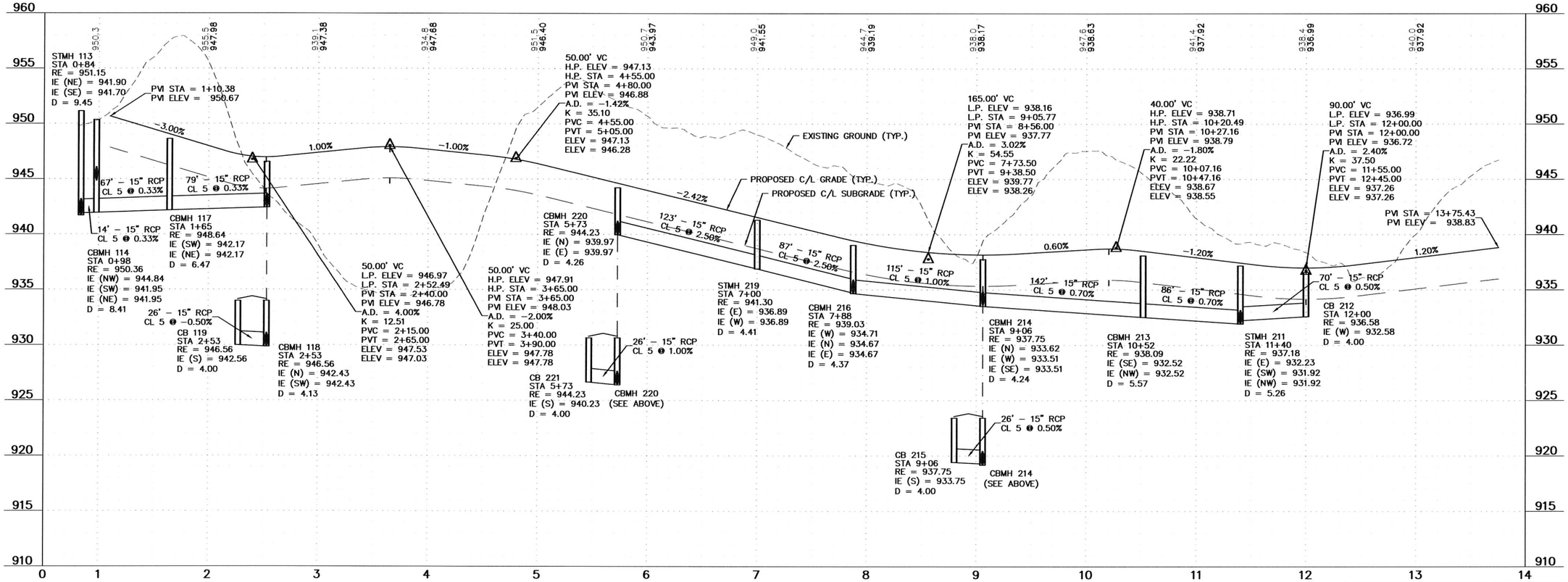

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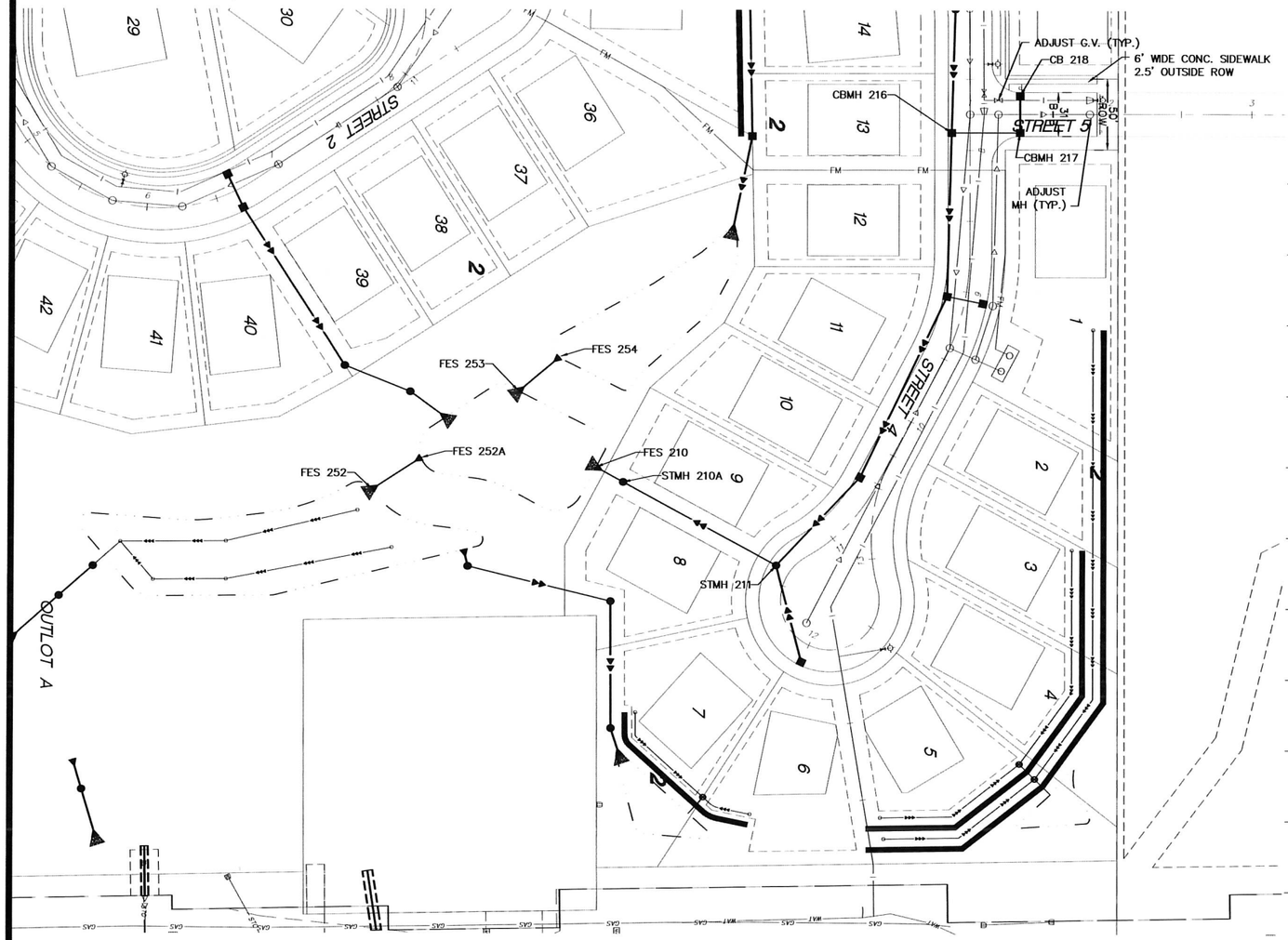

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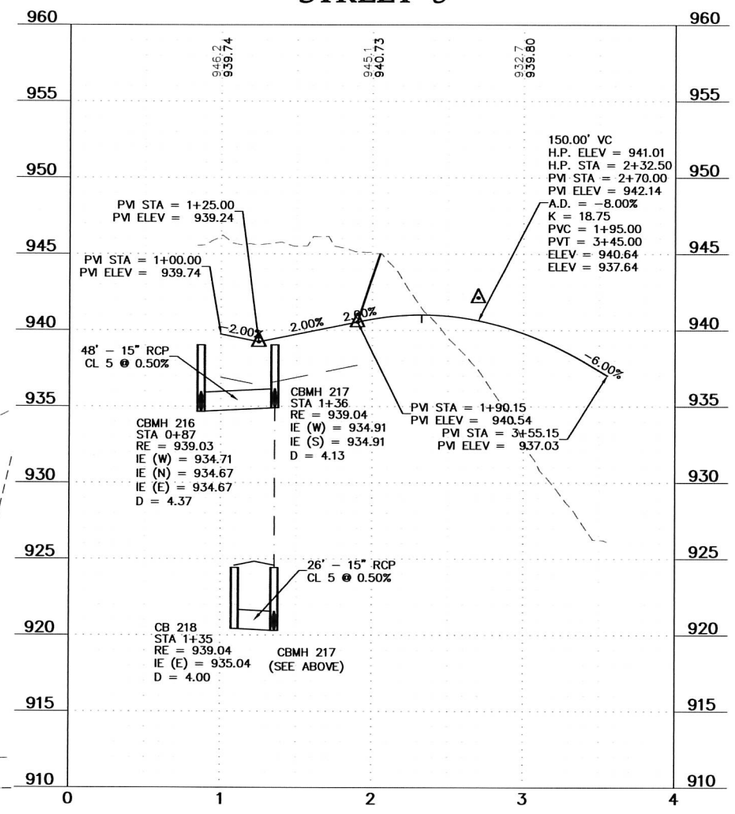

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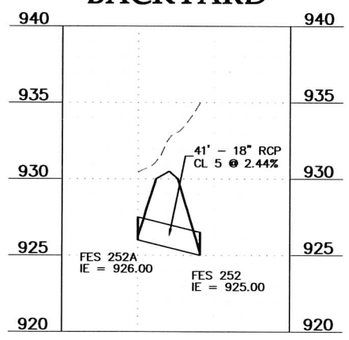

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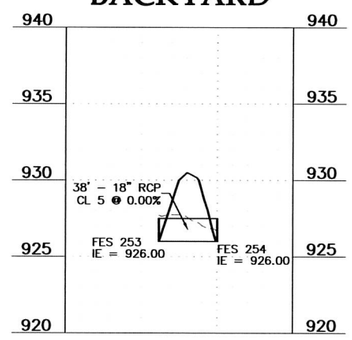

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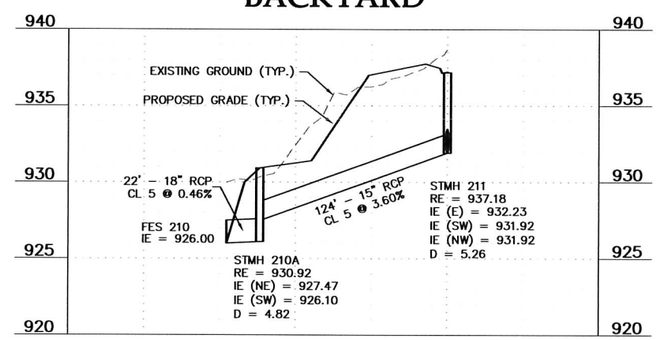

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- NO PARKING ON HYDRANT SIDE OF STREETS. FINAL PLANS WILL INCLUDE "NO PARKING" SIGNS.

LEGEND

EXISTING

SANITARY SEWER — SAN — (S)
WATER — WAT — (W)
HYD. W/VALVE
STORM SEWER — STO — (M)

PROPOSED

SANITARY SEWER
WATER
HYD. W/VALVE
STORM SEWER
6" PERFORATED PVC DRAINTILE

0' 50' 100' 150'

NOT FOR CONSTRUCTION
Latest Revision Date: 10/18/19
0008121STP01.dwg

Date: 04/08/19 Sheet: 13 OF 25

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.

John Bender
Date: 10/18/19 License No. 43358

Revisions:
04/26/19 City Comments
10/18/19 City Comments

Designed: JHB
Checked: JHB
Drawn: CTY
Record Drawing by/date:

Prepared for:
Source Land Capital
18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Windsor Ridge
Inver Grove Heights, Minnesota

Preliminary Street & Storm Sewer Plan

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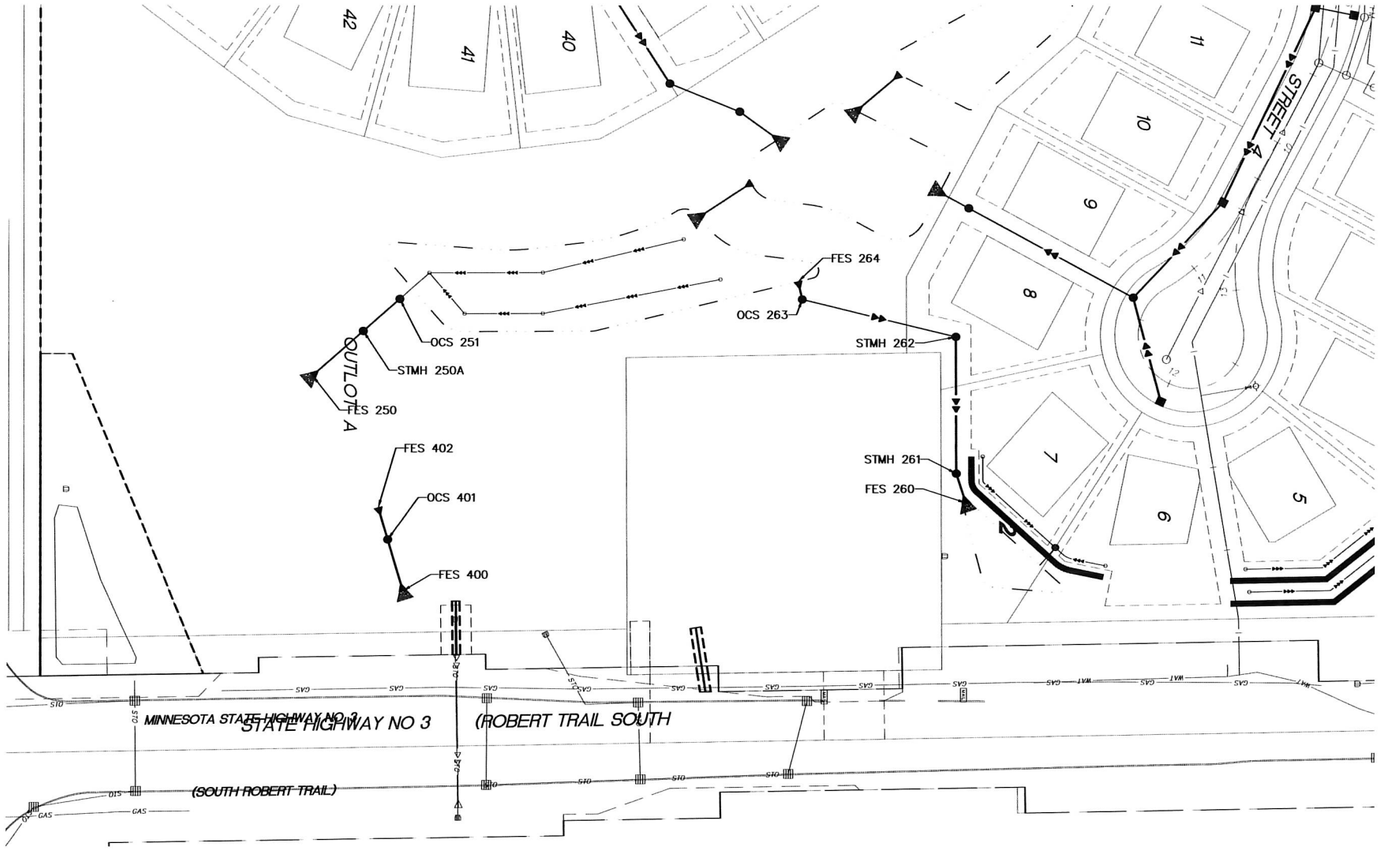
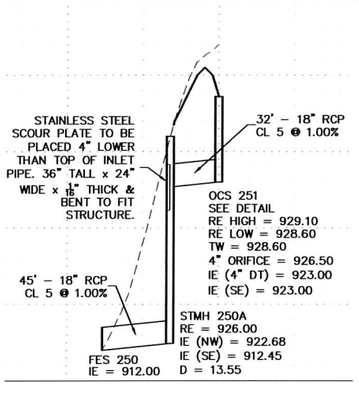


OCS 251



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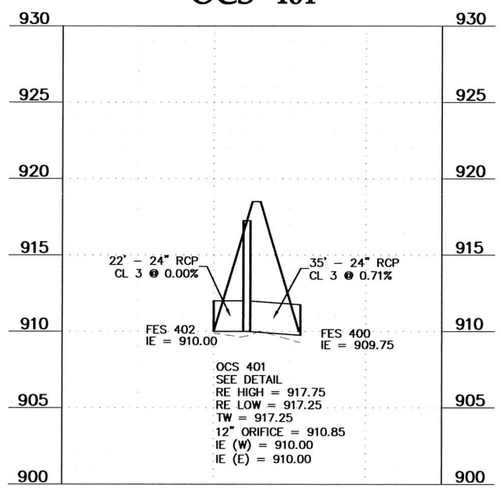

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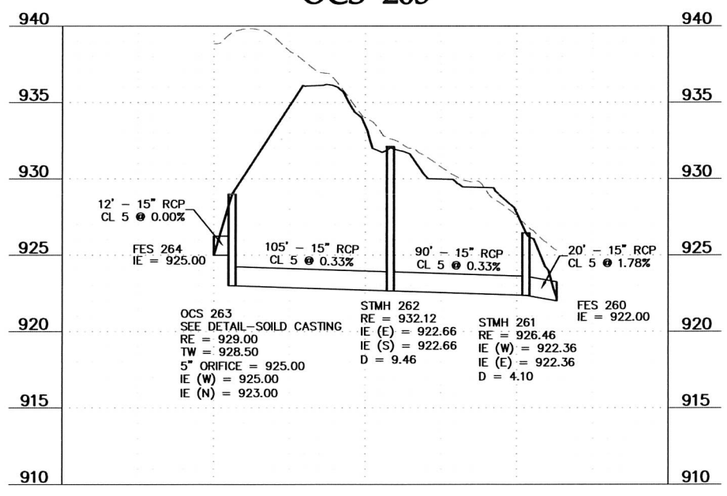

Call 48 Hours before digging:

GOPHER STATE ONE CALL

Twin City Area 651–454–0002
Mn. Toll Free 1–800–252–1166

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LEGEND

EXISTING

- SANITARY SEWER — SAN — (S)
- WATER — WAT — (W)
- HYD. W/VALVE
- STORM SEWER — STO — (ST)

PROPOSED

- SANITARY SEWER
- WATER
- HYD. W/VALVE
- STORM SEWER
- 6" PERFORATED PVC DRAINTILE

0' 50' 100' 150'

NOT FOR CONSTRUCTION
Latest Revision Date: 10/18/19
0008121STP01.dwg

Date: 04/08/19 Sheet: 13A OF 25

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
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Toll Free (888) 937-5150 westwoodps.com

Westwood Professional Services, Inc.

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John Bender
Date: 10/18/19 License No. 43358

Revisions:
04/26/19 City Comments
10/18/19 City Comments

Designed: JHB
Checked: JHB
Drawn: CTY
Record Drawing by/date:

Prepared for:

Source Land Capital
18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Windsor Ridge

Inver Grove Heights, Minnesota

Preliminary Storm Sewer Plan

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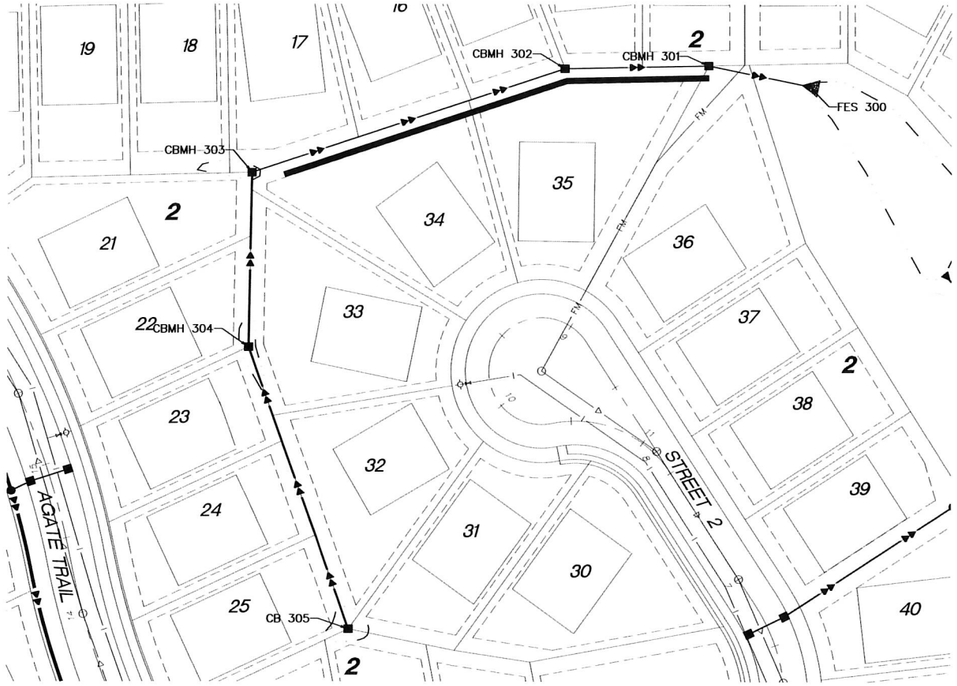

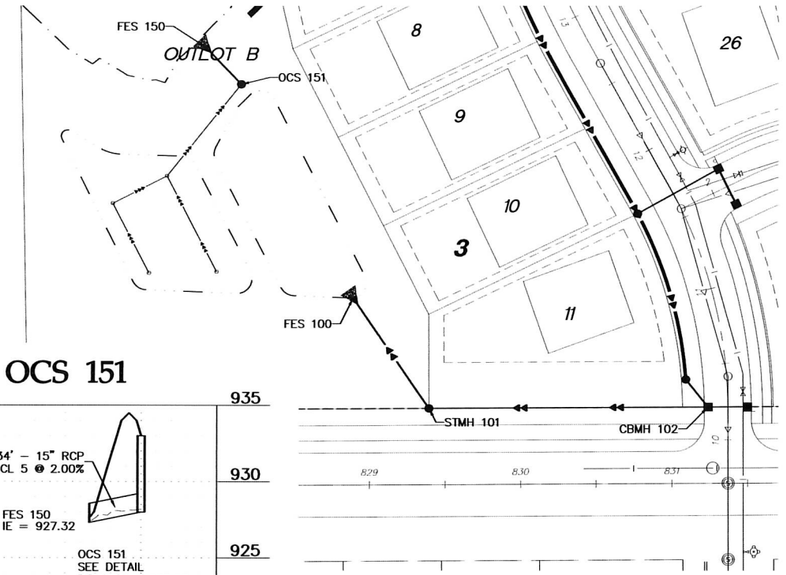

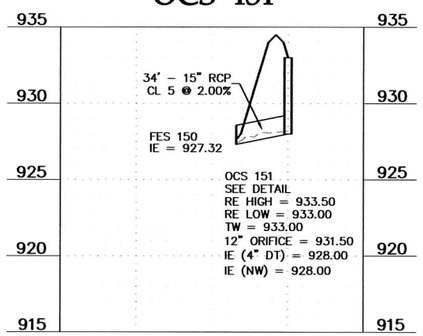

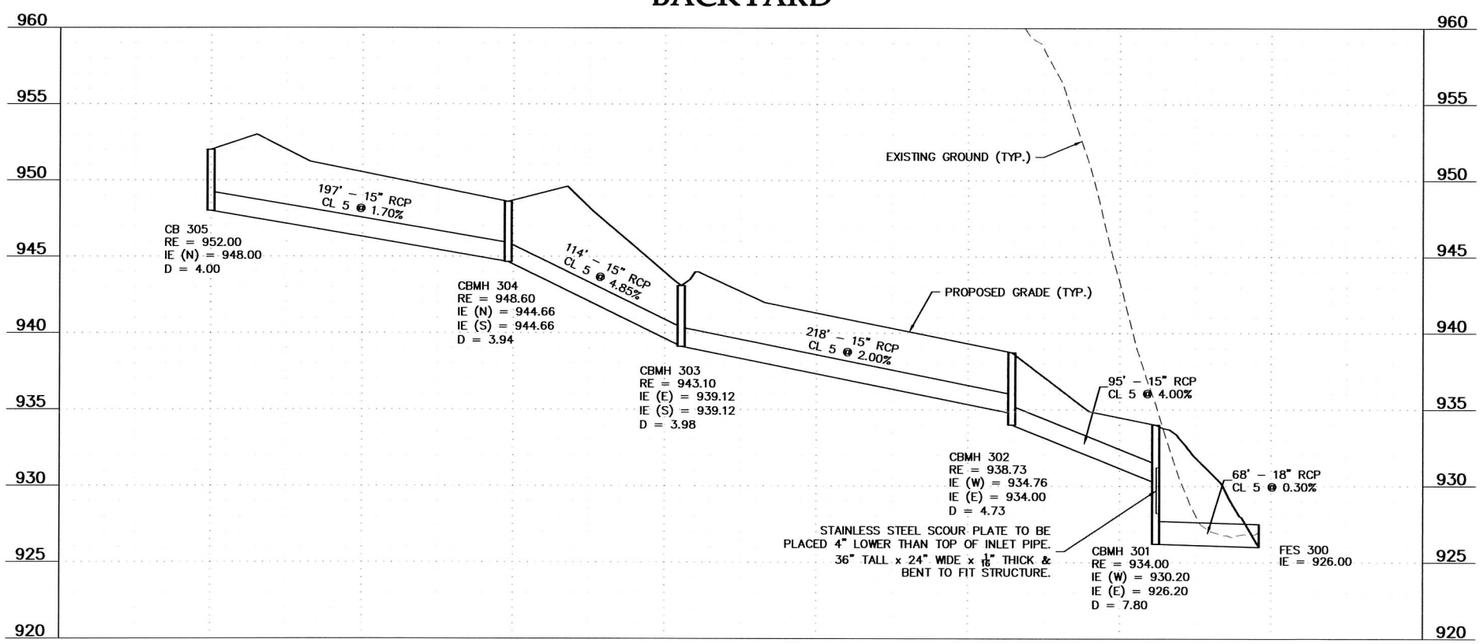

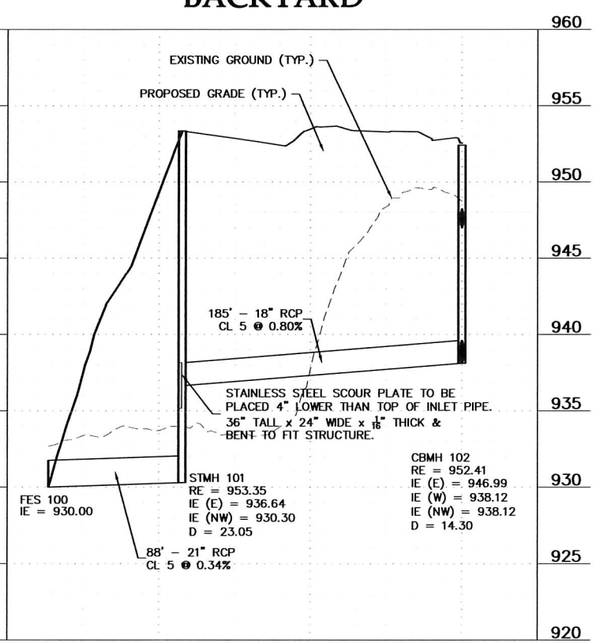

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0' 50' 100' 150'

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Date: 04/08/19 Sheet: 14 OF 25

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John Bender
Date: 10/18/19 License No. 43358

Revisions:
04/26/19 City Comments
10/18/19 City Comments

Designed: JHB
Checked: JHB
Drawn: CTY
Record Drawing by/date:

Prepared for:
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Plymouth, Minnesota 55446

Windsor Ridge
Inver Grove Heights, Minnesota

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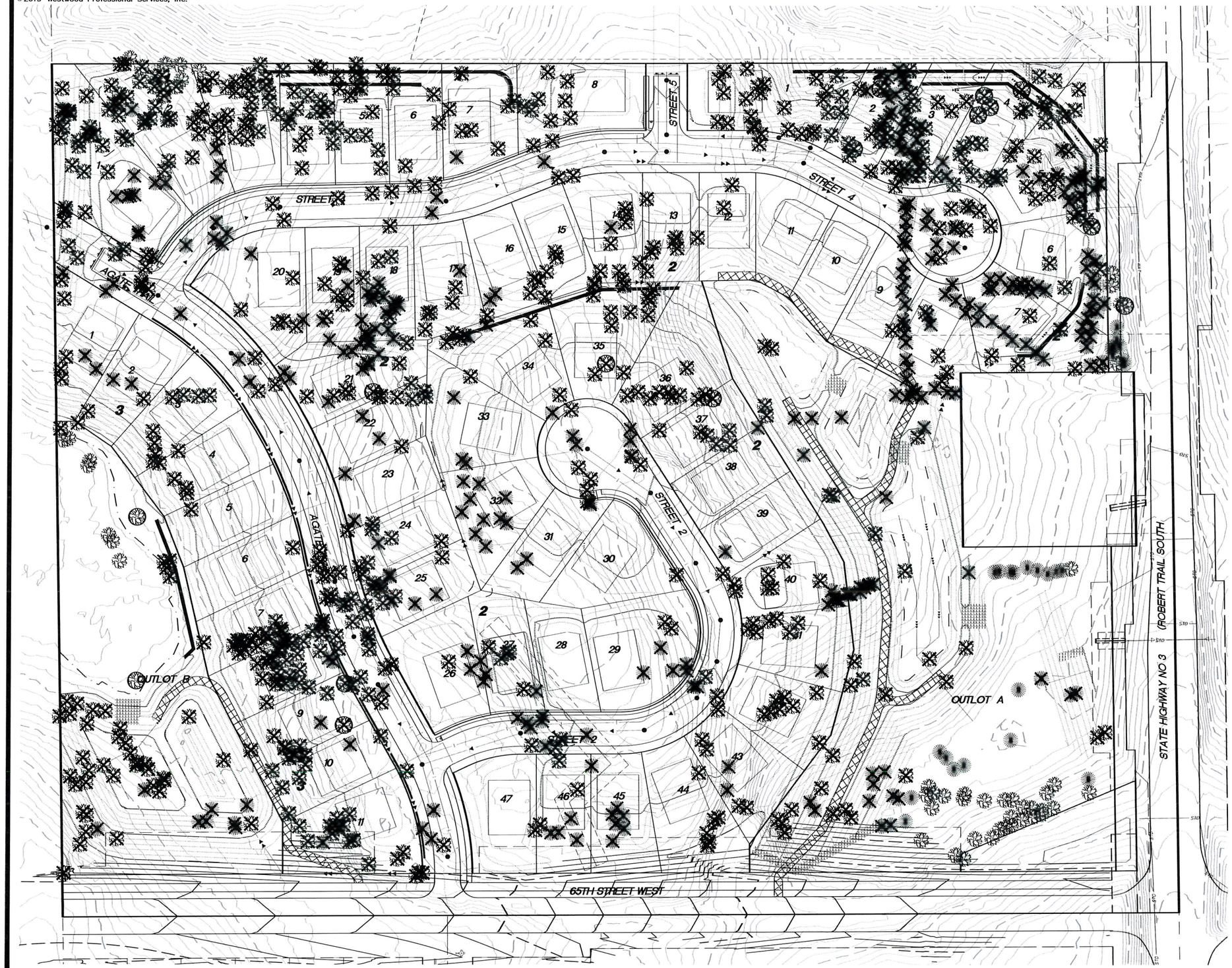

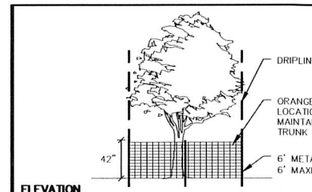

NOTES:

1. PRUNING WILL BE DONE BY PROFESSIONALS DURING APPROPRIATE PRUNING SEASON.
2. NO STORAGE OF MATERIALS, OPERATION OF MACHINERY, OR DEVELOPMENT OF ANY SORT WILL OCCUR WITHIN THE FENCE-LINE WITHOUT APPROVAL IN WRITING FROM THE CITY.
3. SITE GRADING TO BE DONE ONLY AFTER PROTECTIVE MEASURES HAVE BEEN TAKEN, CITY HAS APPROVED FENCING LOCATIONS, AND ALL CONTRACTORS HAVE BEEN BRIEFED ON TREE PRESERVATION TECHNIQUES.

Westwood	TREE PROTECTION	LAST REVISED: 05/28/15
		TP08

TREE REPLACEMENT CALCULATIONS

TOTAL SIGNIFICANT DBH INCHES		8354 DBH IN.
ALLOWABLE TREE REMOVAL (50%)		4177 DBH IN.
TOTAL SIGNIFCANT HEALTHY DBH INCHES REMOVED		7635 DBH IN.
CLASS A TREES REMOVED		1364 DBH IN.
CLASS B TREES REMOVED		5885 DBH IN.
CLASS C TREES REMOVED (HERITAGE)		386 DBH IN.
EXCESS TREE REMOVAL:		3458 DBH IN.
TREE REPLACEMENT	RATE	2776 DBH IN.
CLASS A TREES	50%	682 DBH IN.
CLASS B TREES	100%	2094 DBH IN.
CLASS C TREES	100%	0 DBH IN.
SAVED HERITAGE TREE CREDIT		128 DBH IN.
HERITAGE TREE DBH SAVED		64 DBH IN.
HERITAGE TREE CREDIT (2:1 IN. SAVED)		128 DBH IN.
TOTAL DBH TO BE REPLACED		2648 DBH IN.
TOTAL TREES TO BE REPLACED		1059.2 TREES

* Allowable tree removal shall be deducted from the removed Class C trees first, then Class B, and then Class A. If trees removals are in excess of the allowable limit they shall be replaced at the specified rate.
* Replacement trees calculated at 2.5" deciduous / 6' evergreen
* Heritage trees to be replaced with identical or equivalent species
* Siberian Elm, Black Locust (invasive species) and any removed Ash (emerald ash borer - no longer recommended for planting) are excluded from total signifcant inches on site.
* Planted evergreens for landscape or windbreak purposes that are removed are not counted as significant trees.

Legend

- DENOTES EXISTING TREE TO REMAIN
- DENOTES EXISTING TREE TO BE REMOVED
- DENOTES HERITAGE TREE

N

0' 60' 120' 180'

NOT FOR CONSTRUCTION
Latest Revision Date: 10/18/19
0008121TPP01.dwg

Date: 04/08/19 Sheet: 19 OF 25

Windsor Ridge

Inver Grove Heights, Minnesota

Preliminary Overall Tree Preservation Plan

Westwood
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Westwood Professional Services, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed LANDSCAPE ARCHITECT under the laws of the State of Minnesota.

Cory Meyer
Date 10/18/19 License No. 26971

Revisions:
04/26/19 City Comments
10/18/19 City Comments

Designed: SAR
Checked: NTM
Drawn: SAR
Record Drawing by/date:

Prepared for:
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Plymouth, Minnesota 55446

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Legend

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- DENOTES EXISTING TREE TO BE REMOVED
- DENOTES HERITAGE TREE

N

0' 50' 100' 150'

TAG ID	SPECIES	SIZE (DBH)	NOTES	CLASS	TYPE	EXEMPT	STATUS
5001	Aspen	10		A	SIGNIFICANT		REMOVED
5002	Aspen	10		A	SIGNIFICANT		REMOVED
5003	Aspen	12		A	SIGNIFICANT		REMOVED
5004	Red Oak	8		B	SIGNIFICANT		REMOVED
5005	Red Oak	12		B	SIGNIFICANT		REMOVED
5006	Aspen	10		A	SIGNIFICANT		REMOVED
5007	American Elm	11		A	SIGNIFICANT		REMOVED
5008	American Elm	12		A	SIGNIFICANT		REMOVED
5009	Red Oak	10		B	SIGNIFICANT		REMOVED
5010	American Elm	8		A	SIGNIFICANT		REMOVED
5011	Black Cherry	8		B	SIGNIFICANT		REMOVED
5012	Red Oak	14		B	SIGNIFICANT		REMOVED
5013	Red Oak	12		B	SIGNIFICANT		REMOVED
5014	Black Cherry	17		B	SIGNIFICANT		REMOVED
5015	Ash	14		B	SIGNIFICANT		REMOVED
5016	Red Oak	14		B	SIGNIFICANT		REMOVED
5017	Ash	12		B	SIGNIFICANT	OFF SITE	SAVED
5018	Red Oak	10		B	SIGNIFICANT		REMOVED
5019	American Elm	13		A	SIGNIFICANT		REMOVED
5020	Red Oak	15		B	SIGNIFICANT		REMOVED
5021	Red Oak	11		B	SIGNIFICANT		REMOVED
5022	Red Oak	9		B	SIGNIFICANT		REMOVED
5023	Ash	12		B	SIGNIFICANT		SAVED
5024	Ash	12		B	SIGNIFICANT		SAVED
5025	Ash	13		B	SIGNIFICANT		SAVED
5026	Red Oak	14		B	SIGNIFICANT		REMOVED
5027	Black Cherry	14		B	SIGNIFICANT		REMOVED
5028	Ash	12		B	SIGNIFICANT	ASH BORER	REMOVED
5029	Red Oak	14		B	SIGNIFICANT		REMOVED
5030	Cedar	8		B	SIGNIFICANT		REMOVED
5031	Ash	9		B	SIGNIFICANT	ASH BORER	REMOVED
5032	Red Oak	16		B	SIGNIFICANT		REMOVED
5033	Ash	18		B	SIGNIFICANT	ASH BORER	REMOVED
5034	Red Oak	10		B	SIGNIFICANT		REMOVED
5035	Red Oak	10		B	SIGNIFICANT		REMOVED
5036	Red Oak	12		B	SIGNIFICANT		REMOVED
5037	Black Cherry	11		B	SIGNIFICANT		REMOVED
5038	Ash	9		B	SIGNIFICANT	ASH BORER	REMOVED
5039	Red Oak	16		B	SIGNIFICANT		REMOVED

TAG ID	SPECIES	SIZE (DBH)	NOTES	CLASS	TYPE	EXEMPT	STATUS
5040	Ash	18		B	SIGNIFICANT	ASH BORER	REMOVED
5041	Red Oak	14		B	SIGNIFICANT		REMOVED
5042	Red Oak	12		B	SIGNIFICANT		SAVED
5043	Red Oak	16		B	SIGNIFICANT		REMOVED
5044	Red Oak	18		B	SIGNIFICANT		REMOVED
5045	Red Oak	17		B	SIGNIFICANT		REMOVED
5046	Red Oak	15		B	SIGNIFICANT		REMOVED
5047	Birch	15		B	SIGNIFICANT		REMOVED
5048	Birch	9		B	SIGNIFICANT		REMOVED
5049	Birch	14		B	SIGNIFICANT		REMOVED
5050	Birch	13		B	SIGNIFICANT		REMOVED
5051	Birch	13		B	SIGNIFICANT		REMOVED
5052	Aspen	10		A	SIGNIFICANT		REMOVED
5053	Red Oak	14		B	SIGNIFICANT		REMOVED
5054	Red Oak	14		B	SIGNIFICANT		REMOVED
5055	Ash	12		B	SIGNIFICANT	ASH BORER	REMOVED
5056	Birch	11		B	SIGNIFICANT		REMOVED
5057	Aspen	16		A	SIGNIFICANT		REMOVED
5058	Aspen	10		A	SIGNIFICANT		REMOVED
5059	Red Oak	9		B	SIGNIFICANT		REMOVED
5060	Black Cherry	10	PD	B	SIGNIFICANT		REMOVED
5061	Aspen	10		A	SIGNIFICANT		REMOVED
5062	Aspen	10		A	SIGNIFICANT		REMOVED
5063	Red Oak	18		B	SIGNIFICANT		REMOVED
5064	Red Oak	18		B	SIGNIFICANT		REMOVED
5065	Ash	14		B	SIGNIFICANT	ASH BORER	REMOVED
5066	Ash	8		B	SIGNIFICANT	ASH BORER	REMOVED
5067	Black Cherry	9		B	SIGNIFICANT		REMOVED
5068	White Pine	14		B	SIGNIFICANT		REMOVED
5069	Cedar	2		B			REMOVED
5070	Black Cherry	10	X	B	SIGNIFICANT		REMOVED
5071	Norway Pine	11		B	SIGNIFICANT		REMOVED
5072	American Elm	10		A	SIGNIFICANT		REMOVED
5073	Ash	12		B	SIGNIFICANT	ASH BORER	REMOVED
5074	Aspen	8		A	SIGNIFICANT		REMOVED
5075	Aspen	8		A	SIGNIFICANT		REMOVED
5076	Aspen	8		A	SIGNIFICANT		REMOVED
5077	Aspen	8		A	SIGNIFICANT		REMOVED
5078	Aspen	8		A	SIGNIFICANT		REMOVED

TAG ID	SPECIES	SIZE (DBH)	NOTES	CLASS	TYPE	EXEMPT	STATUS
5079	Aspen	9		A	SIGNIFICANT		REMOVED
5080	Aspen	9		A	SIGNIFICANT		REMOVED
5081	Aspen	8		A	SIGNIFICANT		REMOVED
5082	Aspen	8		A	SIGNIFICANT		REMOVED
5083	Red Oak	10		B	SIGNIFICANT		REMOVED
5084	Red Oak	14		B	SIGNIFICANT		REMOVED
5085	Black Cherry	14		B	SIGNIFICANT		REMOVED
5086	American Elm	9		A	SIGNIFICANT		REMOVED
5087	American Elm	12		A	SIGNIFICANT		REMOVED
5088	White Pine	11		B	SIGNIFICANT		REMOVED
5089	Norway Pine	10		B	SIGNIFICANT		REMOVED
5090	Cedar	2		B			REMOVED
5091	Ash	13		B	SIGNIFICANT	ASH BORER	REMOVED
5092	Black Cherry	11		B	SIGNIFICANT		REMOVED
5093	Black Cherry	12		B	SIGNIFICANT		REMOVED
5094	Black Cherry	9		B	SIGNIFICANT		REMOVED
5095	Red Oak	16		B	SIGNIFICANT		REMOVED
5096	Cedar	8		B	SIGNIFICANT		REMOVED
5097	Ash	16	BD	B	SIGNIFICANT	ASH BORER	REMOVED
5098	Red Oak	12		B	SIGNIFICANT		REMOVED
5099	Aspen	13		A	SIGNIFICANT		REMOVED
5100	Ash	15		B	SIGNIFICANT	ASH BORER	REMOVED
5101	Aspen	13		A	SIGNIFICANT		REMOVED
5102	Aspen	14		A	SIGNIFICANT		REMOVED
5103	Aspen	16		A	SIGNIFICANT		REMOVED
5104	Ash	8		B	SIGNIFICANT	ASH BORER	REMOVED
5105	Aspen	14		A	SIGNIFICANT		REMOVED
5106	Aspen	14		A	SIGNIFICANT		REMOVED
5107	Ash	11		B	SIGNIFICANT	ASH BORER	REMOVED
5108	Aspen	9		A	SIGNIFICANT		REMOVED
5109	Birch	13		B	SIGNIFICANT		REMOVED
5110	Red Oak	13		B	SIGNIFICANT		REMOVED
5111	Black Cherry	10		B	SIGNIFICANT		REMOVED
5112	Ash	10		B	SIGNIFICANT	ASH BORER	REMOVED
5113	Aspen	12		A	SIGNIFICANT		REMOVED
5114	American Elm	12		A	SIGNIFICANT		REMOVED
5115	Black Cherry	16		B	SIGNIFICANT		REMOVED
5116	Cedar	13		B	SIGNIFICANT		REMOVED
5117	Red Oak	16		B	SIGNIFICANT		REMOVED

TAG ID	SPECIES	SIZE (DBH)	NOTES	CLASS	TYPE	EXEMPT	STATUS
5118	Red Oak	8		B	SIGNIFICANT		REMOVED
5119	Ash	13		B	SIGNIFICANT	ASH BORER	REMOVED
5120	Cedar	5		B	SIGNIFICANT		REMOVED
5121	White Pine	16		B	SIGNIFICANT		REMOVED
5122	Cedar	8		B	SIGNIFICANT		REMOVED
5123	Black Cherry	9		B	SIGNIFICANT		REMOVED
5124	Norway Pine	6		B	SIGNIFICANT		REMOVED
5125	Black Cherry	12		B	SIGNIFICANT		REMOVED
5126	White Pine	12		B	SIGNIFICANT		REMOVED
5127	White Pine	13		B	SIGNIFICANT		REMOVED
5128	Black Cherry	12	X	B	SIGNIFICANT		REMOVED
5129	Black Cherry	12	X	B	SIGNIFICANT		REMOVED
5130	Cedar	12	X	B	SIGNIFICANT		REMOVED
5131	Silver Maple	12	X	A	SIGNIFICANT		REMOVED
5132	White Pine	8		B	SIGNIFICANT		REMOVED
5133	Black Cherry	9		B	SIGNIFICANT		REMOVED
5134	Ash	9		B	SIGNIFICANT	ASH BORER	REMOVED
5135	Silver Maple	9		A	SIGNIFICANT		REMOVED
5136	Cedar	12		B	SIGNIFICANT		REMOVED
5137	Black Cherry	9		B	SIGNIFICANT		REMOVED
5138	White Pine	14		B	SIGNIFICANT		REMOVED
5139	Cedar	2		B			REMOVED
5140	Cedar	2		B			REMOVED
5141	Cedar	7		B	SIGNIFICANT		REMOVED
5142	Cedar	2		B			REMOVED
5143	Cedar	6		B	SIGNIFICANT		REMOVED
5144	Black Cherry	10		B	SIGNIFICANT		REMOVED
5145	Black Cherry	10		B	SIGNIFICANT		REMOVED
5146	Cedar	11		B	SIGNIFICANT		REMOVED
5147	American Elm	10		A	SIGNIFICANT		REMOVED

NOT FOR CONSTRUCTION
Latest Revision Date: 10/18/19
0008121TPP02.dwg

Date: 04/08/19 Sheet: 20 OF 25

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
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Westwood Professional Services, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed LANDSCAPE ARCHITECT under the laws of the State of Minnesota.

Cory Meyer
Date: 10/18/19 License No. 26971

Revisions:
04/26/19 City Comments
10/18/19 City Comments

Designed: SAR
Checked: NTM
Drawn: SAR
Record Drawing by/date:

Prepared for:
Source Land Capital
18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Windsor Ridge
Inver Grove Heights, Minnesota

Preliminary Tree Preservation Plan

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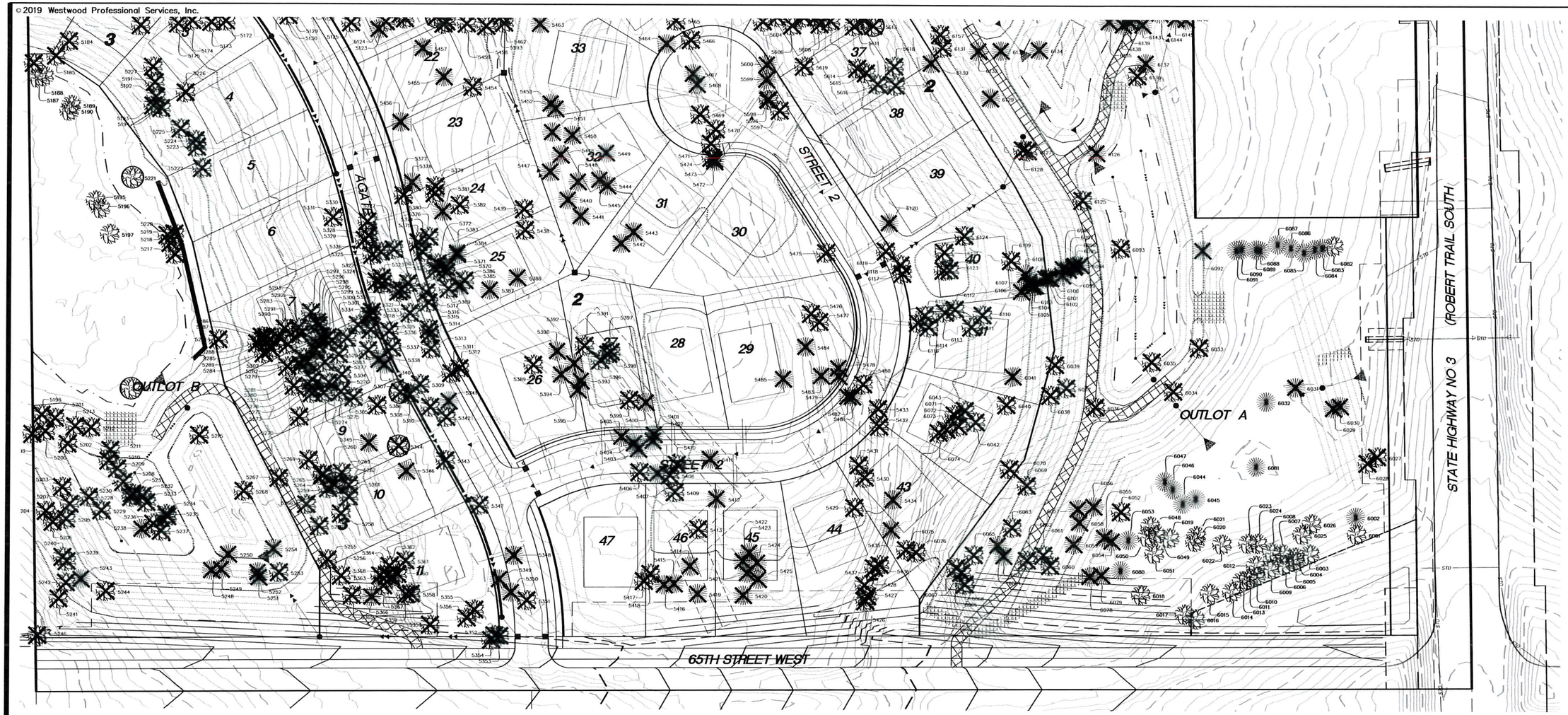

Call 48 Hours before digging:
GOPHER STATE ONE CALL
Twin City Area 651-454-0002
Mn. Toll Free 1-800-252-1166

Legend

- DENOTES EXISTING TREE TO REMAIN
- DENOTES EXISTING TREE TO BE REMOVED
- DENOTES HERITAGE TREE

N

0' 50' 100' 150'

TAG ID	SPECIES	SIZE (DBH)	NOTES	CLASS	TYPE	EXEMPT	STATUS
5148	Black Cherry	9		B	SIGNIFICANT		REMOVED
5149	Black Cherry	11		B	SIGNIFICANT		REMOVED
5150	Black Cherry	9		B	SIGNIFICANT		REMOVED
5151	Black Cherry	12	X	B	SIGNIFICANT		REMOVED
5152	Cedar	3		B			REMOVED
5153	White Pine	18		B	SIGNIFICANT		REMOVED
5154	Cedar	8		B	SIGNIFICANT		REMOVED
5155	Cedar	8		B	SIGNIFICANT		REMOVED
5156	Cedar	3		B			REMOVED
5157	Cedar	8		B	SIGNIFICANT		REMOVED
5158	Cedar	6		B	SIGNIFICANT		REMOVED
5159	Red Oak	15		B	SIGNIFICANT		REMOVED
5160	Black Cherry	11	PD	B	SIGNIFICANT		REMOVED
5161	Red Oak	14		B	SIGNIFICANT		REMOVED
5162	American Elm	8		A	SIGNIFICANT		REMOVED
5163	Red Oak	13		B	SIGNIFICANT		REMOVED
5164	Red Oak	10		B	SIGNIFICANT		REMOVED
5165	White Pine	1		B			REMOVED
5166	Red Oak	11		B	SIGNIFICANT		REMOVED
5167	Red Oak	11		B	SIGNIFICANT		REMOVED
5168	Cedar	9		B	SIGNIFICANT		REMOVED
5169	White Pine	15		B	SIGNIFICANT		REMOVED
5170	Black Cherry	9		B	SIGNIFICANT		REMOVED
5171	Black Cherry	8		B	SIGNIFICANT		REMOVED
5172	Black Cherry	16	X	B	SIGNIFICANT		REMOVED
5173	Black Cherry	11		B	SIGNIFICANT		REMOVED
5174	American Elm	8		A	SIGNIFICANT		REMOVED
5175	Black Cherry	16		B	SIGNIFICANT		REMOVED
5176	Black Cherry	10		B	SIGNIFICANT		REMOVED
5177	Cedar	1		B			REMOVED
5178	White Pine	14		B	SIGNIFICANT		REMOVED
5179	Cedar	3		B			REMOVED
5180	Cedar	7		B	SIGNIFICANT		REMOVED
5181	Black Cherry	9		B	SIGNIFICANT		REMOVED
5182	Black Cherry	11		B	SIGNIFICANT		REMOVED
5183	Red Oak	24		B	SIGNIFICANT		REMOVED
5184	Black Cherry	12	X	B	SIGNIFICANT		REMOVED
5185	Black Cherry	16	X	B	SIGNIFICANT		REMOVED
5186	Black Willow	26		A	SIGNIFICANT		REMOVED

TAG ID	SPECIES	SIZE (DBH)	NOTES	CLASS	TYPE	EXEMPT	STATUS
5187	Ash	18		B	SIGNIFICANT		SAVED
5188	Ash	10		B	SIGNIFICANT		SAVED
5189	Ash	9		B	SIGNIFICANT		SAVED
5190	Ash	16		B	SIGNIFICANT		SAVED
5191	Black Cherry	14		B	SIGNIFICANT		REMOVED
5192	Black Cherry	11		B	SIGNIFICANT		REMOVED
5193	Black Cherry	12		B	SIGNIFICANT		REMOVED
5194	Black Cherry	12	PD	B	SIGNIFICANT		REMOVED
5195	American Elm	24	pd	A	SIGNIFICANT		SAVED
5196	Ash	20		B	SIGNIFICANT		SAVED
5197	Black Willow	11		A	SIGNIFICANT		SAVED
5198	American Elm	8		A	SIGNIFICANT		REMOVED
5199	Aspen	14		A	SIGNIFICANT		REMOVED
5200	Aspen	10		A	SIGNIFICANT		REMOVED
5201	Ash	14		B	SIGNIFICANT	ASH BORER	REMOVED
5202	Ash	12		B	SIGNIFICANT	ASH BORER	REMOVED
5203	Ash	11		B	SIGNIFICANT	ASH BORER	REMOVED
5204	Ash	10		B	SIGNIFICANT	ASH BORER	REMOVED
5205	Ash	9		B	SIGNIFICANT	ASH BORER	REMOVED
5206	Ash	9		B	SIGNIFICANT	ASH BORER	REMOVED
5207	Ash	9		B	SIGNIFICANT	ASH BORER	REMOVED
5208	Ash	11		B	SIGNIFICANT	ASH BORER	REMOVED
5209	Black Cherry	14	X	B	SIGNIFICANT		REMOVED
5210	Ash	16		B	SIGNIFICANT	ASH BORER	REMOVED
5211	Black Cherry	9		B	SIGNIFICANT		REMOVED
5212	Ash	15		B	SIGNIFICANT	ASH BORER	REMOVED
5213	Black Cherry	10		B	SIGNIFICANT		REMOVED
5214	Sugar Maple	30		C	HERITAGE		SAVED
5215	Ash	13		B	SIGNIFICANT	ASH BORER	REMOVED
5216	American Elm	10		A	SIGNIFICANT		REMOVED
5217	Black Cherry	13		B	SIGNIFICANT		REMOVED
5218	Black Cherry	10		B	SIGNIFICANT		REMOVED
5219	Black Cherry	10		B	SIGNIFICANT		REMOVED
5220	Black Cherry	11		B	SIGNIFICANT		REMOVED
5221	Sugar Maple	34		C	HERITAGE		SAVED
5222	Black Cherry	14		B	SIGNIFICANT		REMOVED
5223	Black Cherry	10		B	SIGNIFICANT		REMOVED
5224	Black Cherry	9		B	SIGNIFICANT		REMOVED
5225	Black Cherry	11		B	SIGNIFICANT		REMOVED

TAG ID	SPECIES	SIZE (DBH)	NOTES	CLASS	TYPE	EXEMPT	STATUS
5226	Red Oak	12	BD	B	SIGNIFICANT		REMOVED
5227	Black Cherry	14		B	SIGNIFICANT		REMOVED
5228	Ash	8		B	SIGNIFICANT	ASH BORER	REMOVED
5229	Ash	12		B	SIGNIFICANT	ASH BORER	REMOVED
5230	Black Cherry	10		B	SIGNIFICANT		REMOVED
5231	Black Cherry	12		B	SIGNIFICANT		REMOVED
5232	Ash	11		B	SIGNIFICANT	ASH BORER	REMOVED
5233	Ash	8		B	SIGNIFICANT	ASH BORER	REMOVED
5234	Black Cherry	14		B	SIGNIFICANT		REMOVED
5235	Black Cherry	10		B	SIGNIFICANT		REMOVED
5236	Ash	10		B	SIGNIFICANT	ASH BORER	REMOVED
5237	Ash	10		B	SIGNIFICANT	ASH BORER	REMOVED
5238	Norway Pine	9		B	SIGNIFICANT		REMOVED
5239	Ash	8		B	SIGNIFICANT	ASH BORER	REMOVED
5240	Ash	10		B	SIGNIFICANT	ASH BORER	REMOVED
5241	Ash	8		B	SIGNIFICANT	ASH BORER	REMOVED
5242	Ash	10		B	SIGNIFICANT	ASH BORER	REMOVED
5243	Cedar	10		B	SIGNIFICANT		REMOVED
5244	Black Cherry	9		B	SIGNIFICANT		REMOVED
5246	Ash	14		B	SIGNIFICANT	ASH BORER	REMOVED
5248	Norway Pine	16		B	SIGNIFICANT		REMOVED
5249	White Pine	8		B	SIGNIFICANT		REMOVED
5250	Norway Pine	16		B	SIGNIFICANT		REMOVED
5251	Norway Pine	12		B	SIGNIFICANT	FUT. ROAD	REMOVED
5252	Norway Pine	10		B	SIGNIFICANT	FUT. ROAD	REMOVED
5253	Sugar Maple	18	X	B	SIGNIFICANT	FUT. ROAD	REMOVED
5254	Norway Pine	10		B	SIGNIFICANT		REMOVED
5255	Sugar Maple	18	X	B	SIGNIFICANT		REMOVED
5256	Sugar Maple	12	X	B	SIGNIFICANT	FUT. ROAD	REMOVED
5257	Bur Oak	14		B	SIGNIFICANT		REMOVED
5258	Bur Oak	20	X	B	SIGNIFICANT		REMOVED
5259	Bur Oak	15		B	SIGNIFICANT		REMOVED
5260	Bur Oak	27	C		HERITAGE		REMOVED
5261	American Elm	8		A	SIGNIFICANT		REMOVED
5262	Bur Oak	18		B	SIGNIFICANT		REMOVED
5263	American Elm	12		A	SIGNIFICANT		REMOVED
5264	American Elm	14		A	SIGNIFICANT		REMOVED
5265	American Elm	8		A	SIGNIFICANT		REMOVED
5266	Unknown Deciduous	14	X	A	SIGNIFICANT		REMOVED

TAG ID	SPECIES	SIZE (DBH)	NOTES	CLASS	TYPE	EXEMPT	STATUS
5267	Red Oak	11		B	SIGNIFICANT		REMOVED
5268	Aspen	11		A	SIGNIFICANT		REMOVED
5269	Bur Oak	18		B	SIGNIFICANT		REMOVED
5270	American Elm	14		A	SIGNIFICANT		REMOVED
5271	Black Locust	12		B	SIGNIFICANT	INVASIVE	REMOVED
5272	Black Locust	14		B	SIGNIFICANT	INVASIVE	REMOVED
5273	Black Locust	12		B	SIGNIFICANT	INVASIVE	REMOVED
5274	Black Locust	12		B	SIGNIFICANT	INVASIVE	REMOVED
5275	Black Locust	16	X	B	SIGNIFICANT	INVASIVE	REMOVED
5276	Black Locust	8		B	SIGNIFICANT	INVASIVE	REMOVED
5277	Black Locust	22		B	SIGNIFICANT	INVASIVE	REMOVED
5278	Black Locust	12		B	SIGNIFICANT	INVASIVE	REMOVED
5279	Black Locust	18		B	SIGNIFICANT	INVASIVE	REMOVED
5280	Black Locust	8		B	SIGNIFICANT	INVASIVE	REMOVED
5281	Black Locust	8		B	SIGNIFICANT	INVASIVE	REMOVED
5282	Black Locust	12		B	SIGNIFICANT	INVASIVE	REMOVED
5283	Black Locust	16		B	SIGNIFICANT	INVASIVE	REMOVED
5284	Black Locust	16		B	SIGNIFICANT	INVASIVE	REMOVED
5285	Black Locust	12		B	SIGNIFICANT	INVASIVE	REMOVED
5286	Black Locust	11		B	SIGNIFICANT	INVASIVE	REMOVED
5287	Black Locust	13		B	SIGNIFICANT	INVASIVE	REMOVED
5288	Black Locust	11		B	SIGNIFICANT	INVASIVE	REMOVED
5289	Black Locust	12		B	SIGNIFICANT	INVASIVE	REMOVED
5290	Black Locust	12		B	SIGNIFICANT	INVASIVE	REMOVED
5291	Black Locust	9		B	SIGNIFICANT	INVASIVE	REMOVED
5292	Black Locust	9		B	SIGNIFICANT	INVASIVE	REMOVED
5293	Black Locust	9		B	SIGNIFICANT	INVASIVE	REMOVED
5294	Black Locust	11		B	SIGNIFICANT	INVASIVE	REMOVED
5295	Black Locust	12		B	SIGNIFICANT	INVASIVE	REMOVED
5296	Black Locust	12		B	SIGNIFICANT	INVASIVE	REMOVED

NOT FOR CONSTRUCTION
Latest Revision Date: 10/18/19
0008121TPP03.dwg

Date: 04/08/19 Sheet: 21 OF 25

Westwood
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Westwood Professional Services, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed LANDSCAPE ARCHITECT under the laws of the State of Minnesota.

Cory Meyer
Date: 10/18/19 License No. 26971

Revisions:
04/26/19 City Comments
10/18/19 City Comments

Designed: SAR
Checked: NTM
Drawn: SAR
Record Drawing by/date:

Prepared for:
Source Land Capital
18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Windsor Ridge
Inver Grove Heights, Minnesota

Preliminary Tree Preservation Plan

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TAG ID	SPECIES	SIZE (DBH)	NOTES	CLASS	TYPE	EXEMPT	STATUS
5297	Black Locust	16		B	SIGNIFICANT	INVASIVE	REMOVED
5298	Black Locust	16	PD	B	SIGNIFICANT	INVASIVE	REMOVED
5299	Black Locust	14		B	SIGNIFICANT	INVASIVE	REMOVED
5300	Black Locust	11		B	SIGNIFICANT	INVASIVE	REMOVED
5301	Black Locust	14		B	SIGNIFICANT	INVASIVE	REMOVED
5302	Black Locust	10		B	SIGNIFICANT	INVASIVE	REMOVED
5303	Black Locust	14		B	SIGNIFICANT	INVASIVE	REMOVED
5304	Black Locust	9		B	SIGNIFICANT	INVASIVE	REMOVED
5305	Black Locust	20		B	SIGNIFICANT	INVASIVE	REMOVED
5306	Bur Oak	25		B	SIGNIFICANT		REMOVED
5307	Sugar Maple	36		C	HERITAGE		REMOVED
5308	Black Locust	13		B	SIGNIFICANT	INVASIVE	REMOVED
5309	Black Locust	13		B	SIGNIFICANT	INVASIVE	REMOVED
5310	Black Locust	16		B	SIGNIFICANT	INVASIVE	REMOVED
5311	Sugar Maple	16		B	SIGNIFICANT		REMOVED
5312	Black Locust	10	X	B	SIGNIFICANT	INVASIVE	REMOVED
5313	Sugar Maple	14		B	SIGNIFICANT		REMOVED
5314	Black Locust	14		B	SIGNIFICANT	INVASIVE	REMOVED
5315	Black Locust	15		B	SIGNIFICANT	INVASIVE	REMOVED
5316	Black Locust	14		B	SIGNIFICANT	INVASIVE	REMOVED
5317	Black Locust	11	X	B	SIGNIFICANT	INVASIVE	REMOVED
5318	Black Locust	14		B	SIGNIFICANT	INVASIVE	REMOVED
5319	Black Locust	10		B	SIGNIFICANT	INVASIVE	REMOVED
5320	Black Locust	12		B	SIGNIFICANT	INVASIVE	REMOVED
5321	Black Locust	13		B	SIGNIFICANT	INVASIVE	REMOVED
5322	Black Locust	12		B	SIGNIFICANT	INVASIVE	REMOVED
5323	Black Locust	10		B	SIGNIFICANT	INVASIVE	REMOVED
5324	Black Locust	12		B	SIGNIFICANT	INVASIVE	REMOVED
5325	Black Locust	9		B	SIGNIFICANT	INVASIVE	REMOVED
5326	Black Locust	10		B	SIGNIFICANT	INVASIVE	REMOVED
5327	Black Locust	10		B	SIGNIFICANT	INVASIVE	REMOVED
5328	Black Locust	8		B	SIGNIFICANT	INVASIVE	REMOVED
5329	Black Locust	8		B	SIGNIFICANT	INVASIVE	REMOVED
5330	Black Locust	9		B	SIGNIFICANT	INVASIVE	REMOVED
5331	American Elm	9		A	SIGNIFICANT		REMOVED
5332	Black Locust	13		B	SIGNIFICANT	INVASIVE	REMOVED
5333	Black Locust	14		B	SIGNIFICANT	INVASIVE	REMOVED
5334	Black Locust	9		B	SIGNIFICANT	INVASIVE	REMOVED
5335	Black Locust	12		B	SIGNIFICANT	INVASIVE	REMOVED
5336	Black Locust	20		B	SIGNIFICANT	INVASIVE	REMOVED
5337	Black Locust	20		B	SIGNIFICANT	INVASIVE	REMOVED
5338	Black Locust	22		B	SIGNIFICANT	INVASIVE	REMOVED
5339	Cedar	11		B	SIGNIFICANT		REMOVED
5340	White Spruce	15		B	SIGNIFICANT		REMOVED
5341	White Spruce	6		B	SIGNIFICANT		REMOVED
5342	Black Locust	10		B	SIGNIFICANT	INVASIVE	REMOVED
5343	Black Locust	26		B	SIGNIFICANT	INVASIVE	REMOVED
5344	Black Locust	28		C	HERITAGE	INVASIVE	REMOVED
5345	White Spruce	14		B	SIGNIFICANT		REMOVED
5346	Norway Pine	13		B	SIGNIFICANT		REMOVED
5347	Sugar Maple	16	X	B	SIGNIFICANT		REMOVED
5348	White Spruce	24		B	SIGNIFICANT	PLANTED	REMOVED
5349	White Spruce	20		B	SIGNIFICANT	PLANTED	REMOVED
5350	White Spruce	18		B	SIGNIFICANT	PLANTED	REMOVED
5351	Bur Oak	8		B	SIGNIFICANT		REMOVED
5352	Siberian Elm	8		A	SIGNIFICANT	INVASIVE	REMOVED
5353	Aspen	14		A	SIGNIFICANT		REMOVED
5354	Aspen	19		A	SIGNIFICANT		REMOVED
5355	Black Locust	16		B	SIGNIFICANT	INVASIVE	REMOVED
5356	Black Locust	14		B	SIGNIFICANT	INVASIVE	REMOVED
5357	American Elm	9		A	SIGNIFICANT	FUT. ROAD	REMOVED
5358	Black Locust	13		B	SIGNIFICANT	INVASIVE	REMOVED
5359	Black Locust	10		B	SIGNIFICANT	INVASIVE	REMOVED
5360	Aspen	16		A	SIGNIFICANT		REMOVED
5361	Aspen	14		A	SIGNIFICANT		REMOVED
5362	Aspen	14		A	SIGNIFICANT		REMOVED
5363	Aspen	8		A	SIGNIFICANT	FUT. ROAD	REMOVED
5364	Aspen	18		A	SIGNIFICANT		REMOVED
5365	Sugar Maple	14		B	SIGNIFICANT	FUT. ROAD	REMOVED
5366	White Spruce	11		B	SIGNIFICANT	FUT. ROAD	REMOVED
5367	American Elm	10		A	SIGNIFICANT	FUT. ROAD	REMOVED
5368	Aspen	14		A	SIGNIFICANT	FUT. ROAD	REMOVED
5369	Black Locust	18		B	SIGNIFICANT	INVASIVE	REMOVED
5370	Black Locust	10		B	SIGNIFICANT	INVASIVE	REMOVED
5371	Black Locust	8		B	SIGNIFICANT	INVASIVE	REMOVED
5372	Black Locust	10		B	SIGNIFICANT	INVASIVE	REMOVED
5373	Black Locust	8		B	SIGNIFICANT	INVASIVE	REMOVED
5374	Black Locust	8		B	SIGNIFICANT	INVASIVE	REMOVED
5375	Black Locust	9		B	SIGNIFICANT	INVASIVE	REMOVED
5376	Black Locust	9		B	SIGNIFICANT	INVASIVE	REMOVED
5377	Black Locust	8		B	SIGNIFICANT	INVASIVE	REMOVED
5378	White Pine	12		B	SIGNIFICANT		REMOVED
5379	Black Locust	10		B	SIGNIFICANT	INVASIVE	REMOVED
5380	Black Locust	14	X	B	SIGNIFICANT	INVASIVE	REMOVED
5381	White Pine	4		B			REMOVED
5382	Siberian Elm	22		A	SIGNIFICANT	INVASIVE	REMOVED
5383	White Pine	2		B			REMOVED
5384	White Pine	4		B			REMOVED
5385	White Pine	2		B			REMOVED
5386	Black Cherry	12	X	B	SIGNIFICANT		REMOVED
5387	White Pine	13		B	SIGNIFICANT		REMOVED
5388	White Pine	12		B	SIGNIFICANT		REMOVED
5389	American Elm	22	X	A	SIGNIFICANT		REMOVED
5390	White Pine	16	X	B	SIGNIFICANT		REMOVED
5391	Red Oak	18		B	SIGNIFICANT		REMOVED
5392	White Pine	18		B	SIGNIFICANT		REMOVED
5393	White Pine	20		B	SIGNIFICANT		REMOVED
5394	White Pine	17		B	SIGNIFICANT		REMOVED
5395	White Pine	18		B	SIGNIFICANT		REMOVED
5396	Black Cherry	14		B	SIGNIFICANT		REMOVED
5397	American Elm	12		A	SIGNIFICANT		REMOVED
5398	Red Oak	20		B	SIGNIFICANT		REMOVED
5399	Black Cherry	15		B	SIGNIFICANT		REMOVED
5400	Cedar	15		B	SIGNIFICANT		REMOVED
5401	Cedar	14	X	B	SIGNIFICANT		REMOVED
5402	White Pine	10		B	SIGNIFICANT		REMOVED
5403	White Pine	8		B	SIGNIFICANT		REMOVED
5404	White Pine	8		B	SIGNIFICANT		REMOVED
5405	Cedar	12		B	SIGNIFICANT		REMOVED
5406	American Elm	14		A	SIGNIFICANT		REMOVED
5407	Cedar	12		B	SIGNIFICANT		REMOVED
5408	American Elm	18		A	SIGNIFICANT		REMOVED
5409	American Elm	14		A	SIGNIFICANT		REMOVED
5410	Red Oak	13		B	SIGNIFICANT		REMOVED
5411	White Pine	16		B	SIGNIFICANT		REMOVED
5412	White Pine	14		B	SIGNIFICANT		REMOVED
5413	Black Cherry	16	X	B	SIGNIFICANT		REMOVED
5414	Norway Pine	14		B	SIGNIFICANT	PLANTED	REMOVED
5415	White Spruce	10		B	SIGNIFICANT	PLANTED	REMOVED
5416	Norway Pine	13		B	SIGNIFICANT	PLANTED	REMOVED
5417	American Elm	15		A	SIGNIFICANT		REMOVED
5418	American Elm	18		A	SIGNIFICANT		REMOVED
5419	Norway Spruce	14		B	SIGNIFICANT	PLANTED	REMOVED
5420	Norway Spruce	16		B	SIGNIFICANT	PLANTED	REMOVED
5421	Colorado Spruce	12		B	SIGNIFICANT	PLANTED	REMOVED
5422	Colorado Spruce	12		B	SIGNIFICANT	PLANTED	REMOVED
5423	Colorado Spruce	14		B	SIGNIFICANT	PLANTED	REMOVED
5424	Colorado Spruce	13		B	SIGNIFICANT	PLANTED	REMOVED
5425	Colorado Spruce	13		B	SIGNIFICANT	PLANTED	REMOVED
5426	Red Oak	10		B	SIGNIFICANT		REMOVED
5427	American Elm	10		A	SIGNIFICANT		REMOVED
5428	Black Cherry	9		B	SIGNIFICANT		REMOVED
5429	American Elm	26	X	A	SIGNIFICANT		REMOVED
5430	Black Cherry	9		B	SIGNIFICANT		REMOVED
5431	Siberian Elm	10		A	SIGNIFICANT	INVASIVE	REMOVED
5432	Ash	10		B	SIGNIFICANT	ASH BORER	REMOVED
5433	Ash	8		B	SIGNIFICANT	ASH BORER	REMOVED
5434	White Pine	5		B	SIGNIFICANT		REMOVED
5435	Cedar	3		B			REMOVED
5436	Red Oak	10		B	SIGNIFICANT		REMOVED
5437	Red Oak	8		B	SIGNIFICANT		REMOVED
5438	Siberian Elm	14		A	SIGNIFICANT	INVASIVE	REMOVED
5439	Siberian Elm	10		A	SIGNIFICANT	INVASIVE	REMOVED
5440	Colorado Spruce	18		B	SIGNIFICANT	PLANTED	REMOVED
5441	Colorado Spruce	4		B		PLANTED	REMOVED
5442	Colorado Spruce	16		B	SIGNIFICANT	PLANTED	REMOVED
5443	Colorado Spruce	13		B	SIGNIFICANT	PLANTED	REMOVED
5444	Colorado Spruce	18		B	SIGNIFICANT	PLANTED	REMOVED
5445	White Pine	8		B	SIGNIFICANT	PLANTED	REMOVED
5446	White Pine	6		B	SIGNIFICANT	PLANTED	REMOVED
5447	White Pine	7		B	SIGNIFICANT	PLANTED	REMOVED
5448	Colorado Spruce	14		B	SIGNIFICANT	PLANTED	REMOVED
5449	Colorado Spruce	13		B	SIGNIFICANT	PLANTED	REMOVED
5450	Colorado Spruce	19		B	SIGNIFICANT	PLANTED	REMOVED
5451	White Pine	8		B	SIGNIFICANT	PLANTED	REMOVED
5452	Colorado Spruce	13		B	SIGNIFICANT	PLANTED	REMOVED
5453	Colorado Spruce	12		B	SIGNIFICANT	PLANTED	REMOVED
5454	Black Cherry	14	X	B	SIGNIFICANT		REMOVED
5455	Norway Pine	10		B	SIGNIFICANT		REMOVED
5456	Cedar	5		B	SIGNIFICANT		REMOVED
5457	White Pine	9		B	SIGNIFICANT		REMOVED
5458	Red Oak	22		B	SIGNIFICANT		REMOVED
5459	Bur Oak	22		B	SIGNIFICANT		REMOVED
5460	Red Oak	20	PD	B	SIGNIFICANT		REMOVED
5461	Bur Oak	16		B	SIGNIFICANT		REMOVED
5462	Black Cherry	12	X	B	SIGNIFICANT		REMOVED
5463	White Spruce	3		B			REMOVED
5464	Cedar	12		B	SIGNIFICANT		REMOVED
5465	Black Cherry	12		B	SIGNIFICANT		REMOVED
5466	Aspen	18		A	SIGNIFICANT		REMOVED
5467	Norway Pine	12		B	SIGNIFICANT		REMOVED
5468	Cedar	8		B	SIGNIFICANT		REMOVED
5469	Aspen	18	X	A	SIGNIFICANT		REMOVED
5470	Ash	9		B	SIGNIFICANT	ASH BORER	REMOVED
5471	Black Cherry	14		B	SIGNIFICANT		REMOVED
5472	Cedar	4		B			REMOVED
5473	White Pine	9		B	SIGNIFICANT		REMOVED
5474	Black Cherry	11		B	SIGNIFICANT		REMOVED
5475	Siberian Elm	8		A	SIGNIFICANT	INVASIVE	REMOVED
5476	Siberian Elm	10		A	SIGNIFICANT	INVASIVE	REMOVED
5477	American Elm	20	BD	A	SIGNIFICANT		REMOVED
5478	White Pine	11		B	SIGNIFICANT		REMOVED
5479	White Pine	2		B			REMOVED
5480	Red Oak	16		B	SIGNIFICANT		REMOVED
5481	White Pine	9		B	SIGNIFICANT		REMOVED
5482	White Pine	4		B			REMOVED
5483	Cedar	8		B	SIGNIFICANT		REMOVED
5484	Cedar	3		B			REMOVED
5485	Norway Pine	8	X	B	SIGNIFICANT	PLANTED	REMOVED
5486	Aspen	14		A	SIGNIFICANT		REMOVED
5487	Aspen	14		A	SIGNIFICANT		REMOVED
5488	American Elm	8		A	SIGNIFICANT		REMOVED
5489	Red Oak	10		B	SIGNIFICANT		REMOVED
5490	Aspen	16		A	SIGNIFICANT		REMOVED
5491	Aspen	12		A	SIGNIFICANT		REMOVED
5492	Aspen	14		A	SIGNIFICANT		REMOVED
5493	Black Cherry	16		B	SIGNIFICANT		REMOVED
5494	Aspen	12		A	SIGNIFICANT		REMOVED
5495	Aspen	15		A	SIGNIFICANT		REMOVED
5496	Red Oak	21		B	SIGNIFICANT		REMOVED
5497	Black Cherry	12		B	SIGNIFICANT		REMOVED
5498	Aspen	14		A	SIGNIFICANT		REMOVED
5499	Aspen	12		A	SIGNIFICANT		REMOVED
5500	Fruit Tree	9		B	SIGNIFICANT		REMOVED
5501	Black Cherry	10		B	SIGNIFICANT		REMOVED
5502	Black Cherry	8		B	SIGNIFICANT		REMOVED
5503	Black Cherry	10		B	SIGNIFICANT		REMOVED
5504	Ash	11		B	SIGNIFICANT	ASH BORER	REMOVED
5505	Ash	14	X	B	SIGNIFICANT	ASH BORER	REMOVED
5506	Cedar	2		B			REMOVED
5507	Cedar	5		B	SIGNIFICANT		REMOVED
5508	Cedar	3		B			REMOVED
5509	Black Cherry	11		B	SIGNIFICANT		REMOVED
5510	Red Oak	13		B	SIGNIFICANT		REMOVED
5511	Black Cherry	8		B	SIGNIFICANT		REMOVED
5512	Aspen	11		A	SIGNIFICANT		REMOVED
5513	Black Cherry	12		B	SIGNIFICANT		REMOVED
5514	Black Cherry	14		B	SIGNIFICANT		REMOVED
5515	Aspen	18		A	SIGNIFICANT		REMOVED
5516	Red Oak	11		B	SIGNIFICANT		REMOVED
5517	Aspen	11		A	SIGNIFICANT		REMOVED
5518	Black Locust	11		B	SIGNIFICANT	INVASIVE	REMOVED
5519	Black Cherry	9		B	SIGNIFICANT		REMOVED
5520	Aspen	8		A	SIGNIFICANT		REMOVED
5521	Aspen	10		A	SIGNIFICANT		REMOVED
5522	Red Oak	10		B	SIGNIFICANT		REMOVED
5523	Black Cherry	20	PD	B	SIGNIFICANT		REMOVED
5524	Aspen	16		A	SIGNIFICANT		REMOVED
5525	Ash	8		B	SIGNIFICANT	ASH BORER	REMOVED
5526	Black Cherry	11		B	SIGNIFICANT		REMOVED
5527	American Elm	14		A	SIGNIFICANT		REMOVED
5528	Cedar	4		B			REMOVED
5529	Black Cherry	12		B	SIGNIFICANT		REMOVED
5530	Black Cherry	14		B	SIGNIFICANT		REMOVED
5531	Black Cherry	10		B	SIGNIFICANT		REMOVED
5532	Black Cherry	10		B	SIGNIFICANT		REMOVED
5533	Black Cherry	10		B	SIGNIFICANT		REMOVED
5534	Black Cherry	12		B	SIGNIFICANT		REMOVED
5535	Black Cherry	8		B	SIGNIFICANT		REMOVED
5536	Black Cherry	10		B	SIGNIFICANT		REMOVED
5537	Black Cherry	8		B	SIGNIFICANT		REMOVED
5538	Black Locust	10	X	B	SIGNIFICANT	INVASIVE	REMOVED
5539	Cedar	2		B			REMOVED
5540	Cedar	8		B	SIGNIFICANT		REMOVED
5541	Black Cherry	10	X	B	SIGNIFICANT		REMOVED
5542	Cedar	9		B	SIGNIFICANT		REMOVED
5543	Cedar	5		B	SIGNIFICANT		REMOVED
5544	Black Cherry	10		B	SIGNIFICANT		REMOVED
5545	Black Cherry	8		B	SIGNIFICANT		REMOVED
5546	Black Cherry	8		B	SIGNIFICANT		REMOVED
5547	Black Cherry	16		B	SIGNIFICANT		REMOVED
5548	Red Oak	12		B	SIGNIFICANT		REMOVED
5549	Red Oak	12		B	SIGNIFICANT		REMOVED
5550	Black Cherry	12		B	SIGNIFICANT		REMOVED
5551	Black Cherry	10		B	SIGNIFICANT		REMOVED
5552	Fruit Tree	10		B	SIGNIFICANT		REMOVED
5553	Cedar	10	X	B	SIGNIFICANT		REMOVED
5554	Black Cherry	14		B	SIGNIFICANT		REMOVED
5555	Black Cherry	20		B	SIGNIFICANT		REMOVED
5556	Black Cherry	8		B	SIGNIFICANT		REMOVED
5557	Red Oak	18		B	SIGNIFICANT		REMOVED
5558	Cedar	13		B	SIGNIFICANT		REMOVED
5559	Ash	10		B	SIGNIFICANT	ASH BORER	REMOVED
5560	Cedar	5		B	SIGNIFICANT		REMOVED
5561	Cedar	9		B	SIGNIFICANT		REMOVED
5562	Black Cherry	9		B	SIGNIFICANT		REMOVED
5563	Cedar	6		B	SIGNIFICANT		REMOVED
5564	Cedar	4		B			REMOVED
5565	Cedar	2		B			REMOVED
5566	Cedar	9		B	SIGNIFICANT		REMOVED
5567	Cedar	7		B	SIGNIFICANT		REMOVED
5568	Cedar	4		B			REMOVED
5569	Red Oak	15		B	SIGNIFICANT		REMOVED
5570	Red Oak	26		B	SIGNIFICANT		REMOVED
5571	Red Oak	33		C	HERITAGE		REMOVED
5572	Red Oak	4		B			REMOVED
5573	Cedar	3		B			REMOVED
5574	Bur Oak	14		B	SIGNIFICANT		REMOVED
5575	Cedar	3		B			REMOVED
5576	Cedar	5		B	SIGNIFICANT		REMOVED
5577	Cedar	3		B			REMOVED
5578	Cedar	5		B	SIGNIFICANT		REMOVED
5579	Cedar	4		B			REMOVED
5580	Cedar	4		B			REMOVED
5581	Black Cherry	6		B	SIGNIFICANT		REMOVED
5582	Cedar	2		B			REMOVED
5583	Cedar	6		B	SIGNIFICANT		REMOVED
5584	Cedar	6		B	SIGNIFICANT		REMOVED
5585	Cedar	9		B	SIGNIFICANT		REMOVED
5586	Cedar	3		B			REMOVED
5587	Bur Oak	10		B	SIGNIFICANT		REMOVED
5588	Cedar	3		B			REMOVED
5589	Cedar	3		B			REMOVED
5590	Cedar	1		B			REMOVED
5591	Bur Oak	12		B	SIGNIFICANT		REMOVED
5592	Black Cherry	10		B	SIGNIFICANT		REMOVED
5593	Bur Oak	8		B	SIGNIFICANT		REMOVED
5594	Aspen	20		A	SIGNIFICANT		REMOVED
5595	Black Cherry	10		B	SIGNIFICANT		REMOVED
5596	Norway Pine	18		B	SIGNIFICANT		REMOVED
5597	American Elm	8		A	SIGNIFICANT		REMOVED
5598	Ash	10		B	SIGNIFICANT	ASH BORER	REMOVED
5599	Norway Pine	11		B	SIGNIFICANT		REMOVED
5600	Norway Pine	3		B			REMOVED
5601	American Elm	12		A	SIGNIFICANT		REMOVED
5602	Red Oak	34		C	HERITAGE		REMOVED
5603	Red Oak	18		B	SIGNIFICANT		REMOVED
5604	Red Oak	20		B	SIGNIFICANT		REMOVED
5605	Red Oak	24	X	B	SIGNIFICANT		REMOVED
5606	Black Cherry	16		B	SIGNIFICANT		REMOVED
5607	Red Oak	12		B	SIGNIFICANT		REMOVED
5608	Red Oak	20		B	SIGNIFICANT		REMOVED
5609	Black Cherry	10		B	SIGNIFICANT		REMOVED
5610	Red Oak	20		B	SIGNIFICANT		REMOVED
5611	Black Cherry	22		B	SIGNIFICANT		REMOVED
5612	White Oak	10		B	SIGNIFICANT		REMOVED
5613	Red Oak	27		C	HERITAGE		REMOVED
5614	White Oak	12		B	SIGNIFICANT		REMOVED
5615	White Oak	14		B	SIGNIFICANT		REMOVED
5616	Black Cherry	11		B	SIGNIFICANT		REMOVED
5617	Black Cherry	11		B	SIGNIFICANT		REMOVED
5618	Black Cherry	12		B	SIGNIFICANT		REMOVED
5619	American Elm	14		A	SIGNIFICANT		REMOVED
5620	Red Oak	15		B	SIGNIFICANT		REMOVED
5621	Ash	24		B	SIGNIFICANT		REMOVED
5622	Black Cherry	12		B	SIGNIFICANT		REMOVED
5623	Black Cherry	11		B	SIGNIFICANT		REMOVED
5624	Black Cherry	8		B	SIGNIFICANT		REMOVED
5625	Black Cherry	10		B	SIGNIFICANT		REMOVED
5626	Black Cherry	10		B	SIGNIFICANT		REMOVED
5627	Black Cherry	14		B	SIGNIFICANT		REMOVED
5628	Black Cherry	10		B	SIGNIFICANT		REMOVED
5629	Red Oak	18		B	SIGNIFICANT		REMOVED
5630	Ash	10		B	SIGNIFICANT	ASH BORER	REMOVED
5631	Black Cherry	9		B	SIGNIFICANT		REMOVED
5632	Black Cherry	10		B	SIGNIFICANT		REMOVED
5633	Black Cherry	11		B	SIGNIFICANT		REMOVED
5634	Black Cherry	12		B	SIGNIFICANT		REMOVED
5635	Black Cherry	10		B	SIGNIFICANT		REMOVED
5636	Black Cherry	14		B	SIGNIFICANT		REMOVED
5637	Black Cherry	9		B	SIGNIFICANT		REMOVED
5638	Black Cherry	17		B	SIGNIFICANT		REMOVED
5639	Cedar	12		B	SIGNIFICANT		REMOVED
5640	Fruit Tree	10	X	B	SIGNIFICANT		REMOVED
5641	Black Cherry	14		B	SIGNIFICANT		REMOVED
5642	Black Cherry	9		B	SIGNIFICANT		REMOVED
5643	Black Cherry	13		B	SIGNIFICANT		REMOVED
5644	Black Cherry	9		B	SIGNIFICANT		REMOVED
5645	Black Cherry	9		B	SIGNIFICANT		REMOVED
5646	Black Cherry	11		B	SIGNIFICANT		REMOVED
5647	Black Cherry	10		B	SIGNIFICANT		REMOVED
5648	American Elm	14		A	SIGNIFICANT		REMOVED
5649	Black Cherry	14		B	SIGNIFICANT		REMOVED
5650	Black Cherry	23		B	SIGNIFICANT		REMOVED
5651	Black Cherry	14		B	SIGNIFICANT		REMOVED
5652	Bur Oak	24	X	B	SIGNIFICANT		REMOVED
5653	White Oak	10		B	SIGNIFICANT		REMOVED
5654	Black Cherry	18		B	SIGNIFICANT		REMOVED
5655	Red Oak	18		B	SIGNIFICANT		REMOVED
5656	Red Oak	17		B	SIGNIFICANT		REMOVED
5657	Red Oak	14		B	SIGNIFICANT		REMOVED
5658	Red Oak	9		B	SIGNIFICANT		REMOVED
5659	Red Oak	26		B	SIGNIFICANT		REMOVED
5660	Black Cherry	12		B	SIGNIFICANT		REMOVED
5661	Black Cherry	15		B	SIGNIFICANT		REMOVED
5662	Black Cherry	15		B	SIGNIFICANT		REMOVED
5663	Black Cherry	9		B	SIGNIFICANT		REMOVED
5664	Red Oak	20		B	SIGNIFICANT		REMOVED
5665	American Elm	16		A	SIGNIFICANT		REMOVED
5666	Black Cherry	8		B	SIGNIFICANT		REMOVED
5667	Black Cherry	18		B	SIGNIFICANT		REMOVED
5668	White Oak	8		B	SIGNIFICANT		REMOVED
5669	Red Oak	10		B	SIGNIFICANT		REMOVED
5670	Red Oak	10		B	SIGNIFICANT		REMOVED
5671	Red Oak	22		B	SIGNIFICANT		REMOVED
5672	White Oak	16		B	SIGNIFICANT		REMOVED
5673	White Oak	22		B	SIGNIFICANT		REMOVED
5674	Black Cherry	9		B	SIGNIFICANT		REMOVED
5675	White Oak	22	X	B	SIGNIFICANT		REMOVED
5676	White Oak	23		B	SIGNIFICANT		REMOVED
5677	White Oak	18		B	SIGNIFICANT		REMOVED
5678	White Oak	20		B	SIGNIFICANT		REMOVED
5679	White Oak	18		B	SIGNIFICANT		REMOVED
5680	Norway Pine	1		B		PLANTED	REMOVED
5681	White Oak	28		C	HERITAGE		REMOVED
5682	Balsam Fir	2		B		PLANTED	REMOVED
5683	White Pine	1		B		PLANTED	REMOVED
5684	White Oak	24		B	SIGNIFICANT		REMOVED
5685	White Pine	1		B		PLANTED	REMOVED
5686	White Pine	1		B		PLANTED	REMOVED
5687	White Pine	3		B		PLANTED	REMOVED
5688	White Pine	8		B	SIGNIFICANT	PLANTED	REMOVED
5689	Balsam Fir	7		B	SIGNIFICANT	PLANTED	REMOVED
5690	Balsam Fir	6		B	SIGNIFICANT	PLANTED	REMOVED
5691	Red Oak	10		B	SIGNIFICANT		REMOVED
5692	Red Maple	8		A	SIGNIFICANT		REMOVED
5693	White Oak	24		B	SIGNIFICANT		REMOVED
5694	White Pine	5		B	SIGNIFICANT	PLANTED	REMOVED
5695	White Pine	4		B		PLANTED	REMOVED
5696	White Pine	7		B	SIGNIFICANT	PLANTED	REMOVED
5697	White Oak	12		B	SIGNIFICANT		REMOVED
5698	White Oak	20		B	SIGNIFICANT		REMOVED
5699	White Pine	4		B		PLANTED	REMOVED
5700	White Oak	20		B	SIGNIFICANT		REMOVED
5701	White Pine	8		B	SIGNIFICANT	PLANTED	REMOVED
5702	White Oak	16		B	SIGNIFICANT		REMOVED
5703	White Pine	3		B		PLANTED	REMOVED
5704	Red Oak	26		B	SIGNIFICANT		REMOVED
5705	White Pine	6		B	SIGNIFICANT	PLANTED	REMOVED
5706	White Pine	12		B	SIGNIFICANT	PLANTED	REMOVED
5707	Cedar	1		B			REMOVED
5708	White Pine	3		B		PLANTED	REMOVED
5709	White Oak	6		B			REMOVED
5710	White Oak	2		B			REMOVED
5711	American Elm	10		A	SIGNIFICANT		REMOVED
5712	White Oak	18		B	SIGNIFICANT		REMOVED
5713	American Elm	18		A	SIGNIFICANT		REMOVED
5714	White Pine	1		B		PLANTED	REMOVED
5715	White Pine	4		B		PLANTED	REMOVED
5716	White Oak	22		B	SIGNIFICANT		REMOVED
5717	American

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TAG ID	SPECIES	SIZE (DBH)	NOTES	CLASS	TYPE	EXEMPT	STATUS
6132	White Spruce	13		B	SIGNIFICANT		REMOVED
6133	Norway Spruce	12		B	SIGNIFICANT		REMOVED
6134	Norway Spruce	18		B	SIGNIFICANT	PLANTED	REMOVED
6135	White Spruce	7		B	SIGNIFICANT	PLANTED	REMOVED
6136	Siberian Elm	9		A	SIGNIFICANT	INVASIVE	REMOVED
6137	Scotch Pine	9		B	SIGNIFICANT	PLANTED	REMOVED
6138	Colorado Spruce	14		B	SIGNIFICANT	PLANTED	REMOVED
6139	Colorado Spruce	8		B	SIGNIFICANT	PLANTED	REMOVED
6140	White Spruce	5		B	SIGNIFICANT	PLANTED	REMOVED
6141	White Spruce	9		B	SIGNIFICANT	PLANTED	REMOVED
6142	Colorado Spruce	13		B	SIGNIFICANT	PLANTED	REMOVED
6143	Colorado Spruce	7		B	SIGNIFICANT	PLANTED	REMOVED
6144	White Spruce	9		B	SIGNIFICANT	PLANTED	REMOVED
6145	Colorado Spruce	9		B	SIGNIFICANT	PLANTED	REMOVED
6146	White Spruce	10		B	SIGNIFICANT	PLANTED	REMOVED
6147	Sugar Maple	13		B	SIGNIFICANT		REMOVED
6148	Silver Maple	17		A	SIGNIFICANT		REMOVED
6149	White Oak	22		B	SIGNIFICANT		REMOVED
6150	Colorado Spruce	9		B	SIGNIFICANT	PLANTED	REMOVED
6151	Colorado Spruce	16		B	SIGNIFICANT	PLANTED	REMOVED
6152	Colorado Spruce	15		B	SIGNIFICANT	PLANTED	REMOVED
6153	Cedar	3		B			REMOVED
6154	Colorado Spruce	7		B	SIGNIFICANT	PLANTED	REMOVED
6155	Colorado Spruce	11		B	SIGNIFICANT	PLANTED	REMOVED
6156	Black Cherry	14		B	SIGNIFICANT		REMOVED
6157	Siberian Elm	16		A	SIGNIFICANT	INVASIVE	REMOVED
6158	Siberian Elm	12		A	SIGNIFICANT	INVASIVE	REMOVED
6159	White Spruce	15		B	SIGNIFICANT	PLANTED	REMOVED
6160	White Spruce	15		B	SIGNIFICANT	PLANTED	REMOVED
6161	White Spruce	9		B	SIGNIFICANT	PLANTED	REMOVED
6162	White Spruce	17		B	SIGNIFICANT	PLANTED	REMOVED
6163	Scotch Pine	14		B	SIGNIFICANT	PLANTED	REMOVED
6164	White Spruce	15		B	SIGNIFICANT	PLANTED	REMOVED
6165	Scotch Pine	15		B	SIGNIFICANT	PLANTED	REMOVED
6166	Scotch Pine	14		B	SIGNIFICANT	PLANTED	REMOVED
6167	Scotch Pine	17		B	SIGNIFICANT	PLANTED	REMOVED
6168	Scotch Pine	10		B	SIGNIFICANT	PLANTED	REMOVED
6169	Scotch Pine	18		B	SIGNIFICANT	PLANTED	REMOVED
6170	White Spruce	6		B	SIGNIFICANT	PLANTED	REMOVED
6171	Black Cherry	9		B	SIGNIFICANT		REMOVED
6172	White Pine	5		B	SIGNIFICANT	PLANTED	REMOVED
6173	White Pine	5		B	SIGNIFICANT	PLANTED	REMOVED
6174	White Pine	5		B	SIGNIFICANT	PLANTED	REMOVED
6175	Red Oak	14		B	SIGNIFICANT		REMOVED
6176	Red Oak	10		B	SIGNIFICANT		REMOVED
6177	Red Oak	15		B	SIGNIFICANT		REMOVED
6178	Red Oak	11		B	SIGNIFICANT		REMOVED
6179	Red Oak	20		B	SIGNIFICANT		REMOVED
6180	Unknown Deciduous	9		A	SIGNIFICANT		REMOVED
6181	Colorado Spruce	11		B	SIGNIFICANT	PLANTED	REMOVED
6182	Colorado Spruce	13		B	SIGNIFICANT	PLANTED	REMOVED
6183	Sugar Maple	10		B	SIGNIFICANT		REMOVED
6184	White Spruce	8		B	SIGNIFICANT	PLANTED	REMOVED
6185	White Spruce	8		B	SIGNIFICANT	PLANTED	REMOVED
6186	Basswood	10		B	SIGNIFICANT		REMOVED
6187	Jack Pine	6		B	SIGNIFICANT	PLANTED	REMOVED
6188	Colorado Spruce	2		B		PLANTED	REMOVED
6189	Colorado Spruce	6		B	SIGNIFICANT	PLANTED	REMOVED
6190	Colorado Spruce	10		B	SIGNIFICANT	PLANTED	REMOVED
6191	Colorado Spruce	7		B	SIGNIFICANT	PLANTED	REMOVED
6192	Colorado Spruce	10		B	SIGNIFICANT	PLANTED	REMOVED
6193	Fruit Tree	8		B	SIGNIFICANT		REMOVED
6194	Colorado Spruce	13		B	SIGNIFICANT	PLANTED	REMOVED
6195	Colorado Spruce	9		B	SIGNIFICANT	PLANTED	REMOVED
6196	Fruit Tree	8		B	SIGNIFICANT		REMOVED
6197	Sugar Maple	8		B	SIGNIFICANT		REMOVED
6198	White Oak	18		B	SIGNIFICANT		REMOVED
6199	White Pine	2		B		PLANTED	REMOVED
6200	White Oak	18		B	SIGNIFICANT		REMOVED
6201	Basswood	17		B	SIGNIFICANT		REMOVED
6202	Colorado Spruce	8		B	SIGNIFICANT	PLANTED	REMOVED
6203	Colorado Spruce	4		B		PLANTED	REMOVED
6204	White Spruce	7		B	SIGNIFICANT	PLANTED	REMOVED
6205	White Spruce	8		B	SIGNIFICANT	PLANTED	REMOVED
6206	White Spruce	7		B	SIGNIFICANT	PLANTED	REMOVED
6207	White Spruce	8		B	SIGNIFICANT	PLANTED	REMOVED
6208	Colorado Spruce	8		B	SIGNIFICANT	PLANTED	REMOVED
6209	Colorado Spruce	7		B	SIGNIFICANT	PLANTED	REMOVED
6210	Colorado Spruce	8		B	SIGNIFICANT	PLANTED	REMOVED
6211	Colorado Spruce	8		B	SIGNIFICANT	PLANTED	REMOVED
6212	Sugar Maple	9		B	SIGNIFICANT		REMOVED
6213	White Spruce	7		B	SIGNIFICANT	PLANTED	REMOVED
6214	White Spruce	5		B	SIGNIFICANT	PLANTED	REMOVED
6215	White Spruce	8		B	SIGNIFICANT	PLANTED	REMOVED
6216	White Spruce	4		B		PLANTED	REMOVED
6217	White Spruce	7		B	SIGNIFICANT	PLANTED	REMOVED
6218	White Spruce	6		B	SIGNIFICANT	PLANTED	REMOVED
6219	White Spruce	7		B	SIGNIFICANT	PLANTED	REMOVED
6220	White Spruce	7		B	SIGNIFICANT	PLANTED	REMOVED
6221	Basswood	9		B	SIGNIFICANT		REMOVED
6222	Red Oak	23		B	SIGNIFICANT		REMOVED
6223	Red Oak	26		B	SIGNIFICANT		REMOVED
6224	White Oak	21		B	SIGNIFICANT		REMOVED
6225	Red Oak	22		B	SIGNIFICANT		REMOVED
6226	White Spruce	6		B	SIGNIFICANT	PLANTED	REMOVED
6227	White Spruce	7		B	SIGNIFICANT	PLANTED	REMOVED
6228	Sugar Maple	16		B	SIGNIFICANT		REMOVED
6229	Norway Pine	6		B	SIGNIFICANT	PLANTED	REMOVED
6230	Unknown Deciduous	13		A	SIGNIFICANT		REMOVED
6231	Sugar Maple	12		B	SIGNIFICANT		REMOVED
6232	Colorado Spruce	4		B		PLANTED	REMOVED
6233	Colorado Spruce	6		B	SIGNIFICANT	PLANTED	REMOVED
6234	Colorado Spruce	6		B	SIGNIFICANT	PLANTED	REMOVED
6235	Red Oak	10		B	SIGNIFICANT		REMOVED
6236	Red Oak	24		B	SIGNIFICANT		REMOVED
6237	Norway Pine	9		B	SIGNIFICANT		REMOVED
6238	Silver Maple	9		A	SIGNIFICANT		REMOVED
6239	White Fir	5		B	SIGNIFICANT		REMOVED
6240	Silver Maple	10	X	A	SIGNIFICANT	OFF SITE	SAVED
6241	White Pine	3		B		OFF SITE	SAVED
6242	White Pine	11		B	SIGNIFICANT	OFF SITE	SAVED
6243	White Fir	8		B	SIGNIFICANT	OFF SITE	SAVED
6244	White Fir	3	X	B		OFF SITE	SAVED
6245	White Fir	1		B		OFF SITE	SAVED
6246	White Spruce	9		B	SIGNIFICANT	OFF SITE	SAVED
6247	Colorado Spruce	12		B	SIGNIFICANT	OFF SITE	SAVED
6248	Colorado Spruce	10		B	SIGNIFICANT	PLANTED	REMOVED
6249	White Spruce	11		B	SIGNIFICANT	PLANTED	REMOVED
6250	Colorado Spruce	9		B	SIGNIFICANT	PLANTED	REMOVED
6251	Colorado Spruce	12		B	SIGNIFICANT	PLANTED	REMOVED
6252	Colorado Spruce	12	X	B	SIGNIFICANT	PLANTED	REMOVED
6253	Colorado Spruce	11		B	SIGNIFICANT	PLANTED	REMOVED
6254	Colorado Spruce	12		B	SIGNIFICANT	PLANTED	REMOVED
6255	Norway Spruce	12		B	SIGNIFICANT	PLANTED	REMOVED
6256	Colorado Spruce	12		B	SIGNIFICANT	OFF SITE	SAVED

TAG ID	SPECIES	SIZE (DBH)	NOTES	CLASS	TYPE	EXEMPT	STATUS
6257	Red Oak	27		C	HERITAGE	OFF SITE	SAVED
6258	Red Oak	24		B	SIGNIFICANT	OFF SITE	SAVED
6259	White Oak	15		B	SIGNIFICANT	OFF SITE	SAVED
6260	White Oak	10		B	SIGNIFICANT	OFF SITE	SAVED
6261	Sugar Maple	14		B	SIGNIFICANT		REMOVED
6262	White Pine	12		B	SIGNIFICANT	PLANTED	REMOVED
6263	White Pine	14		B	SIGNIFICANT	PLANTED	REMOVED
6264	White Pine	14		B	SIGNIFICANT	PLANTED	REMOVED
6265	White Pine	15		B	SIGNIFICANT	PLANTED	REMOVED
6266	White Pine	13		B	SIGNIFICANT	PLANTED	REMOVED
6267	Red Oak	14		B	SIGNIFICANT		REMOVED
6268	Colorado Spruce	6		B	SIGNIFICANT	PLANTED	REMOVED
6269	Colorado Spruce	14		B	SIGNIFICANT	PLANTED	REMOVED
6270	White Oak	28		C	HERITAGE		REMOVED
6271	Siberian Elm	12		A	SIGNIFICANT	INVASIVE	REMOVED
6272	White Oak	11		B	SIGNIFICANT		REMOVED
6273	White Oak	9		B	SIGNIFICANT		REMOVED
6274	Bur Oak	27		C	HERITAGE		REMOVED
6275	White Pine	7		B	SIGNIFICANT	PLANTED	REMOVED
6276	White Pine	7		B	SIGNIFICANT	PLANTED	REMOVED
6277	White Pine	9		B	SIGNIFICANT	PLANTED	REMOVED

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Latest Revision Date: 10/18/19

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Date: 04/08/19 Sheet: 23 OF 25

Westwood

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Westwood Professional Services, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed LANDSCAPE ARCHITECT under the laws of the State of Minnesota.

Cory Meyer

Date: 10/18/19 License No. 26971

Revisions:

04/26/19 City Comments
10/18/19 City Comments

Designed: SAR
Checked: NTM
Drawn: SAR
Record Drawing by/date:

Prepared for:

Source Land Capital

18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Windsor Ridge

Inver Grove Heights, Minnesota

Preliminary Tree Preservation Plan

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Call 48 Hours before digging:
GOPHER STATE ONE CALL
Twin City Area 651-454-0002
Mn. Toll Free 1-800-252-1166

Preliminary Plant Schedule

	SYMBOL	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.
STREET TREES		92	Sienna Glen Maple	2.5" BB	AS SHOWN
			Acer x freemanii 'Sienna'		
			Northwood Maple	2.5" BB	AS SHOWN
			Acer rubrum 'Northwood'		
			Skyline Honeylocust	2.5" BB	AS SHOWN
			Gleditsia triacanthos var. inermis 'Skycole'		
BUFFER OVERSTORY TREES		93	Northern Pin Oak	2.5" BB	AS SHOWN
			Quercus ellipsoidalis		
			Red Oak	2.5" BB	AS SHOWN
			Quercus rubra		
			Bur Oak	2.5" BB	AS SHOWN
			Quercus macrocarpa		
			Redmond Linden	2.5" BB	AS SHOWN
			Tilia americana 'Redmond'		
			Hackberry	2.5" BB	AS SHOWN
			Celtis occidentalis		
FUTURE YARD TREES		66	Prairie Cascade Willow	2.5" BB	AS SHOWN
			Salix 'Prairie Cascade'		
			River Birch	2.5" BB	AS SHOWN
			Betula nigra		
BUFFER ORNAMENTAL TREES		37	Profusion Crab	1.5" BB	AS SHOWN
			Malus 'Profusion'		
			Snowdrift Crab	1.5" BB	AS SHOWN
			Malus 'Snowdrift'		
			Autumn Brilliance Serviceberry	6' H.T. BB CLUMP	AS SHOWN
			Amelanchier x grandiflora 'Autumn Brilliance'		
BUFFER EVERGREEN TREES		195	Colorado Green Spruce	6' H.T. BB	AS SHOWN
			Picea pungens		
			Norway Spruce	6' H.T. BB	AS SHOWN
			Picea abies		
			Ponderosa Pine	6' H.T. BB	AS SHOWN
			Pinus ponderosa		
			White Pine	6' H.T. BB	AS SHOWN
			Pinus strobus		
			Canadian Hemlock	6' H.T. BB	AS SHOWN
			Tsuga canadensis		

Landscape Requirements

LANDSCAPE REQUIREMENTS:	66 TREES
•1 OVERSTORY TREE PER LOT (66 PROPOSED UNITS)	

Tree Preservation Requirements

TREE REPLACEMENTS REQUIREMENTS:	1059 TREES
•SEE TREE PRESERVATION PLAN FOR COMPLETE CALCULATIONS	

Landscape Provisions

TOTAL LANDSCAPING PROVIDED:	483 TREES
• STREET TREES:	92 TREES
• BUFFER DECIDUOUS TREES:	93 TREES
• BUFFER EVERGREEN TREES:	195 TREES
• BUFFER ORNAMENTAL TREES:	37 TREES
• FUTURE REAR YARD TREES (BY BUILDER):	66 TREES

Native Seeding Legend

DENOTES STORMWATER NATIVE SEED MIX (33-261) TOTAL AREA (1.5 AC)

MESIC PRAIRIE GENERAL SEED MIX (35-241) TOTAL AREA (2.8 AC)

* ALL DISTURBED AREAS TO BE SODDED UNLESS NOTED OTHERWISE

N

0' 60' 120' 180'

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Date: **04/08/19** Sheet: **24** OF **25**

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Designed:	SAR
Checked:	NTM
Drawn:	SAR
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Prepared for:
Source Land Capital
18215 45th Avenue North, Suite D
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Windsor Ridge
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Preliminary Landscape Plan

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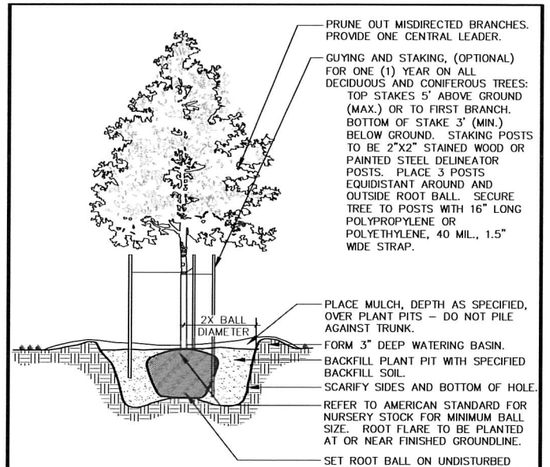
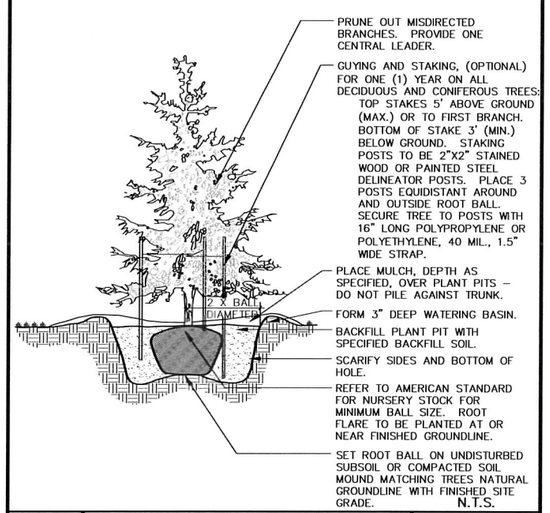
Planting Details



Westwood	DECIDUOUS TREE PLANTING	LAST REVISED: 06/05/13
		LA28



Westwood	EVERGREEN TREE PLANTING	LAST REVISED: 06/05/13
		LA29

Planting Notes

1. CONTRACTOR SHALL CONTACT COMMON GROUND ALLIANCE AT 811 OR CALL811.COM TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
2. ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR. FIELD SUBSTITUTIONS MUST BE APPROVED BY LANDSCAPE ARCHITECT AND/OR CITY PRIOR TO INSTALLATION.
5. CONTRACTOR SHALL PROVIDE ONE YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
6. AT TIME OF PLANTING ALL PLANTS TO BE SPECIMEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS:
   ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, OPEN WOUNDS, SCARS, ETC.
   ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES.
   ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES.
   ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAFING.
   CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.
7. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
8. PLANTS TO BE INSTALLED AS PER MNLA & ANSI STANDARD PLANTING PRACTICES.
9. PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.
10. AT CONTRACTOR DISCRETION, TWINE AND TOP OF BURLAP MAY BE LEFT ON FOR INITIAL YEAR AFTER INSTALLATION ONLY IF BIODEGRADABLE TWINE AND BURLAP ARE USED. CONTRACTOR TO VERIFY TWINE AND BURLAP DEGRADATION AFTER ONE YEAR PERIOD AND REMOVE ANY REMNANT MATERIAL AS NECESSARY.
11. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.
12. REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PEAT POTS.
13. PRUNE PLANTS AS NECESSARY – PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
14. STAKING OF TREES IS OPTIONAL AT CONTRACTOR DISCRETION; REPOSITION AND PLUMB IF NOT PLUMB AFTER ONE YEAR. NON-PLUMB TREES TO BE SUBJECT TO WARRANTY REPLACEMENT OR REPAIR.
15. THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
16. BACKFILL SOIL AND TOPSOIL TO ADHERE TO MN/DOT STANDARD SPECIFICATION 3877 (COMMON TOPSOIL BORROW) AND TO BE NATIVE TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 4" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREE, SHRUBS, AND PERENNIALS.
17. MULCH TO BE AT ALL TREE, SHRUB, PERENNIAL, AND MAINTENANCE AREAS. TREE AND SHRUB PLANTING BEDS SHALL HAVE 4" DEPTH OF SHREDDED HARDWOOD MULCH. SHREDDED HARDWOOD MULCH TO BE USED AROUND ALL PLANTS WITHIN TURF AREAS. PERENNIAL AND ORNAMENTAL GRASS BEDS SHALL HAVE 2" DEPTH SHREDDED HARDWOOD MULCH. MULCH TO BE FREE OF DELETERIOUS MATERIAL. MULCH AND FABRIC TO BE APPROVED BY OWNER PRIOR TO INSTALLATION.
18. EDGING TO BE COMMERCIAL GRADE VALLEY-VIEW BLACK DIAMOND (OR EQUAL) POLY EDGING OR SPADED EDGE, AS INDICATED. POLY EDGING SHALL BE PLACED WITH SMOOTH CURVES AND STAKED WITH METAL SPIKES NO GREATER THAN 4 FOOT ON CENTER WITH BASE OF TOP BEAD AT GRADE, FOR MOWERS TO CUT ABOVE WITHOUT DAMAGE. UTILIZE CURBS AND SIDEWALKS FOR EDGING WHERE POSSIBLE. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREE, SHRUB, OR RAIN-GARDEN BEDS TO BE SPADED EDGE, UNLESS NOTED OTHERWISE. EDGING TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
19. ALL DISTURBED AREAS TO BE SODDED EXCEPT POND AREAS AND WETLAND BUFFERS (SEE GRADING PLAN / EROSION CONTROL). SOD TO BE STANDARD MINNESOTA GROWN AND HARDY BLUEGRASS MIX, FREE OF LAWN WEEDS. ALL TOPSOIL AREAS TO BE RAKED TO REMOVE DEBRIS AND ENSURE DRAINAGE. SLOPES OF 3:1 OR GREATER SHALL BE STAKED. IF NOT INDICATED ON LANDSCAPE PLAN, SEE EROSION CONTROL PLAN.
20. PROVIDE IRRIGATION TO ALL PLANTED AREAS ON SITE. IRRIGATION SYSTEM TO BE DESIGN/BUILD BY LANDSCAPE CONTRACTOR. CONTRACTOR TO PROVIDE OPERATION MANUALS, AS-BUILT PLANS, AND NORMAL PROGRAMMING. LAWN SPRINKLERS/IRRIGATION SYSTEMS SHALL ALL HAVE RAIN SENSORS TO LIMIT UNNECESSARY WATERING. SYSTEM SHALL BE WINTERIZED AND HAVE SPRING STARTUP DURING FIRST YEAR OF OPERATION. SYSTEM SHALL HAVE ONE-YEAR WARRANTY ON ALL PARTS AND LABOR. ALL INFORMATION ABOUT INSTALLATION AND SCHEDULING CAN BE OBTAINED FROM THE GENERAL CONTRACTOR.
21. CONTRACTOR SHALL PROVIDE NECESSARY WATERING OF PLANT MATERIALS UNTIL THE PLANT IS FULLY ESTABLISHED OR IRRIGATION SYSTEM IS OPERATIONAL. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR.
22. REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.
23. REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.

Seed Mixtures

33-261 Stormwater South & West

Common Name	Scientific Name	Rate (lb/ac)	Rate (kg/ha)	% of Mix (by weight)	Seeds/ sq ft
big bluestem	*Andropogon gerardii*	2.00	2.24	5.72%	7.35
fringed brome	*Bromus ciliatus*	2.00	2.24	5.73%	8.10
Virginia wild rye	*Elymus virginicus*	1.50	1.68	4.28%	2.31
fowl bluegrass	*Poa palustris*	1.06	1.19	3.03%	50.70
slender wheatgrass	*Elymus trachycaulus*	1.00	1.12	2.85%	2.53
switchgrass	*Panicum virgatum*	0.38	0.43	1.07%	1.93
prairie cordgrass	*Spartina pectinata*	0.38	0.43	1.07%	0.91
Indian grass	*Sorghastrum nutans*	0.12	0.13	0.36%	0.55
bluejoint	*Calamagrostis canadensis*	0.06	0.07	0.18%	6.40
	Grasses Subtotal	8.50	9.53	24.29%	80.76
awl-fruited sedge	*Carex stipata*	0.25	0.28	0.71%	3.10
dark green bulrush	*Scirpus atrovirens*	0.19	0.21	0.54%	31.70
woolgrass	*Scirpus cyperinus*	0.06	0.07	0.18%	39.00
	Sedges & Rushes Subtotal	0.50	0.56	1.43%	73.80
golden alexanders	*Zizia aurea*	0.20	0.22	0.56%	0.79
autumn sneezeweed	*Helenium autumnale*	0.13	0.15	0.36%	5.97
marsh milkweed	*Asclepias incarnata*	0.11	0.12	0.32%	0.20
leafy beggarticks	*Bidens frondosa*	0.11	0.12	0.31%	0.20
Canada anemone	*Anemone canadensis*	0.07	0.08	0.19%	0.20
obedient plant	*Physostegia virginiana*	0.07	0.08	0.21%	0.30
tall coneflower	*Rudbeckia laciniata*	0.07	0.08	0.21%	0.37
New England aster	*Symphyotrichum novae-angliae*	0.07	0.08	0.19%	1.56
flat-topped aster	*Doellingeria umbellata*	0.06	0.07	0.17%	1.50
spotted Joe pye weed	*Eutrochium maculatum*	0.06	0.07	0.18%	2.19
blue vervain	*Verbena hastata*	0.05	0.06	0.15%	1.85
	Forbs Subtotal	1.00	1.12	2.85%	15.13
Oats	*Avena sativa*	25.00	28.02	71.43%	11.14
	Cover Crop Subtotal	25.00	28.02	71.43%	11.14
	Total	35.00	39.23	100.00%	180.85
Purpose:	Stormwater pond edges, temporarily flooded dry ponds, and temporarily flooded ditch bottoms.				
Planting Area:	Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces. Mn/DOT Districts 2(west), 3B, 4, Metro, 6, 7 & 8.				

35-241 Mesic Prairie General

Common Name	Scientific Name	Rate (lb/ac)	Rate (kg/ha)	% of Mix (by weight)	Seeds/ sq ft
big bluestem	*Andropogon gerardii*	2.00	2.24	5.48%	7.35
Indian grass	*Sorghastrum nutans*	2.00	2.24	5.48%	8.82
side-oats grama	*Bouteloua curtipendula*	1.60	1.79	4.39%	3.53
little bluestem	*Schizachyrium scoparium*	1.60	1.79	4.39%	8.82
nodding wild rye	*Elymus canadensis*	1.17	1.31	3.20%	2.23
slender wheatgrass	*Elymus trachycaulus*	1.00	1.12	2.73%	2.53
kalm's brome	*Bromus kalmii*	0.50	0.56	1.37%	1.47
prairie dropseed	*Sporobolus heterolepis*	0.07	0.08	0.18%	0.39
switchgrass	*Panicum virgatum*	0.06	0.07	0.17%	0.32
	Grasses Subtotal	10.00	11.21	27.39%	35.46
black-eyed susan	*Rudbeckia hirta*	0.31	0.35	0.86%	10.56
purple prairie clover	*Dalea purpurea*	0.19	0.21	0.51%	1.03
Early Sunflower	*Heliopsis helianthoides*	0.13	0.15	0.34%	0.29
blue giant hyssop	*Agastache foeniculum*	0.06	0.07	0.15%	1.82
lead plant	*Amorpha canescens*	0.06	0.07	0.15%	0.25
Canada milk vetch	*Astragalus canadensis*	0.06	0.07	0.17%	0.39
white prairie clover	*Dalea candida*	0.06	0.07	0.17%	0.44
Canada tick trefoil	*Desmodium canadense*	0.06	0.07	0.18%	0.13
stiff sunflower	*Helianthus pauciflorus*	0.06	0.07	0.17%	0.09
wild bergamot	*Monarda fistulosa*	0.06	0.07	0.17%	1.61
stiff goldenrod	*Oligoneuron rigidum*	0.06	0.07	0.17%	0.94
smooth aster	*Symphyotrichum laeve*	0.06	0.07	0.17%	1.26
hoary vervain	*Verbena stricta*	0.06	0.07	0.17%	0.64
golden alexanders	*Zizia aurea*	0.06	0.07	0.15%	0.23
common milkweed	*Asclepias syriaca*	0.04	0.04	0.10%	0.06
butterfly milkweed	*Asclepias tuberosa*	0.04	0.04	0.10%	0.06
blue vervain	*Verbena hastata*	0.04	0.04	0.12%	1.50
rough blazing star	*Liatris aspera*	0.03	0.03	0.08%	0.18
great blazing star	*Liatris pycnostachya*	0.03	0.03	0.09%	0.13
heath aster	*Symphyotrichum ericoides*	0.03	0.03	0.09%	2.30
	Forbs Subtotal	1.50	1.68	4.11%	23.89
Oats	*Avena sativa*	25.00	28.02	68.50%	11.14
	Cover Crop Subtotal	25.00	28.02	68.50%	11.14
	Total	36.50	40.91	100.00%	70.49
Purpose:	General mesic prairie mix for native roadsides, ecological restoration, or conservation program plantings.				
Planting Area:	Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces. Mn/DOT Districts 2(west), 3B, 4, Metro, 6, 7 & 8.				

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Date: 04/08/19 Sheet: 25 OF 25

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Revisions:
04/26/19 City Comments
10/18/19 City Comments

Designed: SAR
Checked: NTM
Drawn: SAR
Record Drawing by/date:

Prepared for:
Source Land Capital
18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Windsor Ridge
Inver Grove Heights, Minnesota

Landscape Details

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Property Description:

See Existing Conditions sheet for property description.

REGISTRATION OF THE PROPERTY IS IN PROCESS

Development Data

EXISTING ZONING	AGRICULTURE
PROPOSED ZONING	R-1C (PUD)
SITE AREA	30.25 ac
PROPOSED HOMES	66
GROSS DENSITY	2.18 un/ac
PROPOSED SETBACKS (minimums)	
FRONT	20 ft min; 30 ft max; 25 ft typical
SIDE	7.5/7.5 ft (15 ft total)
SIDE CORNER	20 ft
REAR	30 ft
HWY 3	50 ft (except as noted, L5-6B2)
65TH STREET	40 ft (except as noted, L11B3)
NET DEVELOPABLE AREA:	
GROSS AREA	31.25 AC
LESS EXCEPTION AREA	1.0 AC
LESS MAJOR R/W (HWY 3)	1.61 AC
LESS WETLANDS	0.70 AC
NET DEVELOPABLE	27.94 AC
REQUIRED OPEN SPACE: (20% of net developable)	5.59 AC
-CONTIGUOUS OPEN SPACE: (75% of required open space)	4.19 AC
-UNDISTURBED OPEN SPACE: (50% of required open space)	2.80 AC
PROVIDED OPEN SPACE: (25% of net developable)	6.54 AC
-CONTIGUOUS OPEN SPACE: (Outlot A)	4.45 AC
-UNDISTURBED OPEN SPACE: (Outlot A undisturbed; 2.20 ac) (Outlot B undisturbed; 0.99 ac)	2.80 AC
-DISTURBED OPEN SPACE: (Outlot A disturbed; 2.25 ac) (Outlot B disturbed; 1.18 ac)	3.74 AC

NOT FOR CONSTRUCTION

0008121_EX01_OS.dwg

Date: 10/18/19 Sheet: 1 OF 1

Westwood

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Westwood Professional Services, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed LANDSCAPE ARCHITECT under the laws of the State of Minnesota.

Cory Meyer

Date: _____ License No. 26971

Revisions:

Designed:	SAR
Checked:	NTM
Drawn:	SAR
Record Drawing by/date:	

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18215 45th Avenue North, Suite D
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Windsor Ridge

Inver Grove Heights, Minnesota

Open Space Exhibit

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

Motion by Bartholomew second by Dietrich to approve Agenda Item 7B Consider Resolution 19-98 Receiving Bids, Awarding Contract, and Approving Geotechnical Services Proposal for the 2019 Pavement Management Program, City Project No. 201809D – Atwater Path Pavement Replacement and Stormwater Improvements, City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction, and City Project No. 2017-07 – Met Council Grant (Heritage Village Park Soil Borrow Placement), Agenda Item 7C Consider Change Order No. 1 for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements, City Project No. 2018-09F – 55th Street & 55th Street Court Reconstruction, and City Project No. 2017-07 – Met Council Grant (Heritage Village Park Soil Borrow Placement), and Agenda Item 7D Consider Resolution 19-99 Approving a Temporary Easement Agreement and Waiver of Assessment Agreement for City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction.

Ayes: 5
Nays: 0 Motion carried.

COMMUNITY DEVELOPMENT

E. CHS – Case No. 19-19IUP and 19-20IUP – Consider a Resolution relating to an Interim Use Permit to allow a park-and-ride for the properties located at 5869/5899 Babcock Trail and 8055 Barbara Avenue. Resolutions 19-100 and 19-101.

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

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

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

Motion by Perry second by Piekarski-Krech to approve CHS – Case No. 19-19IUP and 19-20IUP – Consider a Resolutions 19-100 and 19-101 relating to an Interim Use Permit to allow a park-and-ride for the properties located at 5869/5899 Babcock Trail and 8055 Barbara Avenue.

Ayes: 5
Nays: 0 Motion carried.

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

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

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

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

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

He stated that the developer is requesting flexibility as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mayor Tourville asked when Source was looking at Excavating.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Councilmember Piekarski-Krech asked about a timeline.

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

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

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

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

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

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

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

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

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

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

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

Motion by Dietrich second by Perry to table until the first meeting taking place on June 10th, 2019 and direct the Planning Department to extend the 60 days for Source Land Capital – Case No. 19-14ZPD – Consider the following requests for property located at 6477 South Robert Trail: a. An Ordinance rezoning the property from A, Agricultural to R-1C/PUD, Single Family Planned Unit Development, b. A Resolution relating to a Preliminary Plat for a 66-lot subdivision to be known as Windsor Ridge, c. A Resolution relating to a Preliminary Planned Unit Development for Windsor Ridge.

Ayes: 5
Nays: 0 Motion carried.

8. MAYOR AND COUNCIL COMMENTS

Mayor Tourville gave the following upcoming event information:

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

9. ADJOURN

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

Ayes: 5
Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek.

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 7, 2019

SUBJECT: **SOURCE LAND CAPITAL – CASE NO. 19-14ZPD**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a rezoning of property from A, Agricultural to R-1C/PUD, a preliminary plat for a 66-lot subdivision to be known as Windsor Ridge, and a preliminary PUD for 66 single-family homes on 30.25 acres, for property located at 6477 Robert Trail South. 14 notices were mailed.

Presentation of Request
Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is proposing a 66-lot, two-outlot single-family development on a 30-acre parcel to be named Windsor Ridge. They are requesting a rezoning to single-family residential, as well as approval of a preliminary plat and a preliminary PUD. The property is located at the corner of the future 65th Street and Highway 3. The lots range in size from 8,260-21,379 square feet, with the average lot size being approximately 10,000 square feet. Lot widths range from 65-70 feet, with street right-of-way being 50-60 feet wide. Street widths would be 28 feet wide with parking allowed on one side and sidewalks on one side. Park dedication would be by cash contribution. The applicants are requesting flexibility in four different categories, including building separation of 15 feet versus 20, setback reductions for two lots along Highway 3 and one along 65th Street. Staff raises some concerns with reduced setbacks along Highway 3 because of its proximity to the higher volume road. Staff would recommend the 50-foot setback be maintained for all lots. Staff does not have much concern for the setback request along 65th Street in which a small corner of the house would encroach into the setback. The applicant is also requesting a total impervious surface coverage up to 30% versus 25% per lot to allow for amenities such as patios and pools. The applicant is requesting the reforestation threshold be 50% as opposed to the current standard of 30%. The last flexibility request is to allow a 720-foot long cul-de-sac as opposed to the 500-foot maximum. Staff supports the request except for the setbacks from Highway 3. The reforestation shortage must still be addressed. Staff recommends approval of the request with the conditions listed in the report. Staff received a couple emails/letters late in the day and they have been presented to Commissioners tonight.

Commissioner Robertson asked for clarification of how percentages relating to tree removal/reforestation were determined.

Mr. Hunting stated that properties that must conform to the tree preservation ordinance must be a woodland, which means it is at least one acre in size and has a certain number of significant trees or a certain percentage of tree cover.

Commissioner Robertson asked if the reforestation was tied to the number of lots rather than the total number of trees.

Mr. Hunting replied that it is not tied to the number of proposed lots but rather the size and amount of tree canopy on the site. He added that it was an attempt to discourage clearcutting without penalty of having to replant. Staff recognizes that the topography and proposed construction will require tree removal.

Commissioner Robertson questioned how developers would replace the necessary trees in a heavily wooded area like this taking into account the new elements being added (i.e. sidewalks, streets, etc.).

Mr. Hunting stated there is nothing new in this particular development, they are just attempting to minimize disturbance.

Commissioner Niemioja asked if cash contributions typically went into the parks fund.

Mr. Hunting replied that the ordinance allows developers either to pay the equivalent rate, which goes into the park tree fund, or trees are planted on other city park property.

Commissioner Simon questioned how the developers would keep water from flowing from the disturbed land down to the undisturbed land with the gradients being so close.

Mr. Hunting stated the applicant could better address that question.

Commissioner Wippermann noted a discrepancy in the report regarding total developable area.

Mr. Hunting replied that the number on page 2 was a typo; the total developable area was 27.72 acres.

Opening of the Public Hearing

Pat Hiller, Source Land Capital, introduced his team Chase Peterson with Source Land Capital, Greg Franson with Barr Engineering, Ryan Bluhm with Westwood Engineering, Attorney David Lutz, and Paul Heuer with Pulte Homes. He advised that this parcel has challenging terrain and therefore the center cul-de-sac will be cut down about 30 feet and the street north of it will be 20-24 feet lower than that. Because of the significant amount of grading necessary there will be areas where it will be impossible to retain trees. They are spending a significant amount of money in potential cash penalties and reforestation and are asking for leniency regarding tree reforestation.

Commissioner Robertson asked the applicant if the proposed tree plantings along Highway 3 would benefit the two homes requesting flexibility from setback.

Mr. Hiller replied in the affirmative, stating the trees would act as both a sound and site buffer from Highway 3.

Commissioner Simon asked how they planned to prevent water from running down into the undisturbed area.

Mr. Hiller replied that would be addressed in the erosion control plan that would be part of the

final plan set; it would be double silt fenced plus any other erosion control measure deemed necessary.

Chair Maggi was concerned about allowing additional impervious surface knowing the potential for future homeowners to come in wanting additional impervious surface for sport courts, pools, etc.

Mr. Hiller advised that the reason they requested 30% versus 25% was to allow for such future amenities and to avoid the need for homeowners to come back for approvals in the future.

Commissioner Simon stated she was involved in the drafting of the Northwest Area water implementation and was always told that water must be maintained on the property being developed; however, in this case it was not.

Mr. Hiller replied that the standards are very specific and technical, but they do not require that all of it must be maintained on the site.

Commissioner Simon stated in her mind it was not acceptable to affect someone else's property with runoff from an adjoining property.

Greg Franson stated the standards for the Northwest Area require that you do not increase the runoff from a five-year storm event. In this case that rainstorm is about 3 ½ inches. A certain amount of that water becomes runoff during existing conditions, and a certain amount of that water becomes runoff during the proposed conditions, and typically more because of the increased impervious area. This is achieved by adding infiltration areas and directing the water to those areas and letting it infiltrate.

Chair Maggi noted that a significant amount of dirt was going to be removed, which normally would have held water, and asked if those types of factors were taken into consideration.

Mr. Franson replied that those factors are considered in the standards. He advised that only the first several inches of dirt take up water, so they do not consider there to be a vast 20-foot reservoir underneath. When the stormwater is modeled in a 3 ½ inch storm 1 ½ inches may soak into the ground and the other 2 inches runs off. They do their stormwater modeling according to the specific requirements laid out in the Northwest Area ordinance.

Commissioner Wippermann questioned why the area in the southeast portion of the plat was considered undisturbed open space when work is currently being done there.

Mr. Hiller advised that the area Commissioner Wippermann was referring to was sold to the City for the purpose of constructing a stormwater pond for the Highway 3/65th Street project. The area where the applicants are proposing to construct holding ponds is northwest of that. He showed where the pipe is located that goes under Highway 3 and where an outlet control structure would be built to limit the rate and volume of water exiting the site.

Commissioner Weber asked how Street 1 aligned with the current neighborhood to the south.

Mr. Hunting replied that it was directly across from the existing street to the south.

Commissioner Weber asked if that would be a controlled intersection.

Mr. Hunting was unsure but believed there would be stop signs, with 65th being a through street.

Commissioner Weber asked if the applicants had worked with the property owner to the west as he was concerned about the skewed angle of the north end of Street 1.

Ryan Bluhm, Westwood Engineering, replied in the affirmative and explained that the intention was to keep the road in an arc so lots could be constructed against the existing wetland.

Mr. Hunting presented a drawing from the Northwest Area Collector Streets Study, showing that the street in question would eventually meander northward rather than westward.

Commissioner Robertson asked for clarification of where water would be routed to after going through the culvert and under Highway 3.

Mr. Hiller advised that the culvert has been in place for years and goes under Highway 3 to the Nichols property. The outlet control structure they will be constructing is meant to manage the additional stormwater that will result in the pond from the hard cover they are adding. Their proposal meets the City's standards for the Northwest Area.

Chair Maggi asked for clarification of whether water was required to be maintained on the site or was allowed to leave the property being developed.

Mr. Hunting replied that the overall stormwater management plan shows the regional basins, as well as the outlets and overflows. Water naturally flows from regional basins to the next property if the water gets high enough; that pattern was created by the glaciers and must continue. The applicants will be adding rate control and management to ensure water does not leave the site faster than it previously did.

Chair Maggi stated the concern is that the applicants will be compounding the water coming off the property. She asked Mr. Franson to address how this was looked at.

Mr. Franson stated when they ran through the stormwater modeling for existing conditions, they took into account the existing depression in the southeast corner of the Windsor Ridge property and quantified what the rate was for different storms and how much volume went out to the Nichols property. Then they looked at how much additional volume would be leaving the site as opposed to existing conditions and determined that a riser should be added at the west end of the culvert to prevent the volume from increasing.

Commissioner Robertson asked if the intent was to allow the water to pond there versus just the culvert with no controls.

Mr. Franson replied in the affirmative, stating the culvert could still be in place but the water will now pond and once it gets high enough it would spill over, enter the culvert, and proceed over to

the regional basin on the Nichols property as it currently does.

Commissioner Weber asked for clarification of the grade change at the north end of Street 1.

Mr. Bluhm stated there is a significant high point at the property line, so they are trying to keep the road as high as possible in order to match grade.

Commissioner Weber asked what the grade change was from the house pad to the back of the lot for Lot 1, Block 1.

Mr. Bluhm replied from the swale in the back to the top of the slope is approximately a 12-foot height difference.

Commissioner Weber asked if they were going to have a 12-foot wall in their back yard.

Mr. Bluhm replied it would be a slope, not a retaining wall.

Commissioner Weber asked what the estimated height was of the retaining wall on the north side of the plat.

Mr. Bluhm replied there were a couple of retaining walls ranging from 8-14 feet in height.

Commissioner Weber questioned how they would mitigate the water coming from the ten-acre parcel to the north draining into the five parcels with a 14-foot retaining wall in their backyard.

Mr. Bluhm replied that a significant amount of water currently drains onto these properties and the proposed stormwater plan will actually reduce that. Their final plan will include sedimentation ponds, double silt fences, blanketing, and regular inspections.

Commissioner Simon noted that it is the homeowner's responsibility to manage their stormwater, and if they have no control over what comes down into their property, they are stuck trying to fix it.

Mr. Bluhm stated all the lots will be landscaped with sod and the only water homeowners would be managing would be from their own roofs.

Commissioner Niemioja asked what the reasoning was behind the requested 15-foot building separation.

Mr. Hiller replied that 15 feet is the industry standard for this density.

Commissioner Weber asked at what point of drop do single site retaining walls require permits or fencing.

Mr. Hunting replied that permits and engineered drawings were required for retaining walls four feet or higher.

Bill Nichols, 6302 South Robert Trail, stated he has owned the 30-acre parcel to the east since 1995. He is disappointed that the City has not been better at addressing his concerns. He stated he welcomes Pulte to the neighboring property, but they have been given bad information which is compounding the problem. He stated for 25 years he did not see water coming out of the existing culvert except for in a frozen state after a snow melt and normally any water would naturally infiltrate in within 24 hours. However, once the Highway 3 project started last fall all the grading that has washed away came down the hill onto his property. They underestimated the water that was going to come to his property and acquired a temporary easement; however, they are now beyond the temporary easement and still trying to stop the flow of water coming onto his site. He could have taken the water if it was sent clean and slow, but the way it has pummeled the land he cannot take any more. He referred to an area in the southeast corner of the subject property, stating it is labeled as undisturbed yet part of it has been graded by the City for the 65th Street project. Also, the area Source Land Capital is claiming will give him potential relief for the holding pond will be deeply disturbed before they are done, and all that water will flood his property. He showed photos of his land and the dirt that has washed into his ponding area. He showed a diagram of how the Windsor Ridge property currently functions and where the water naturally flows. He compared that to what is now proposed to flow towards his property, stating much of the water used to go in another direction but will now come towards his land. They should manage the water on their own site rather than pushing it to his property. The basin they are proposing is not large enough to contain this amount of stormwater and the developer should decrease the amount of building pads.

Commissioner Robertson asked Mr. Nichols if the runoff and dirt shown in the photos primarily entered his property as a result of the Highway 3 project.

Mr. Nichols replied in the affirmative.

Commissioner Robertson asked for clarification that what Mr. Nichols is experiencing at this point is not an impact from the Windsor Ridge project as it has not started yet.

Mr. Nichols replied in the affirmative but stated the Windsor Ridge project would compound the problem until they fix it. He advised there is an existing sand vein on the corner of 65th Street and therefore water historically infiltrates into the ground the way it's supposed to rather than going through the culvert. When they widened the road, however, they buried the sand vein and now the basin is full of sand, silt and clay and water runs through the culvert like a fire hose.

Brad Lojovich, 6385 South Robert Trail, stated he has lived there since 1980, during which time he has seen water sitting for more than two days only one time; it normally just drains into the soil. However, since Highway 3 has been worked on every time it rains there is a large pond down there and the proposed development will likely exacerbate the problem. He is concerned that the proposed pond in the southeast corner will leach into his property as well. The other concern he has is that the Dakota County website shows his north property line going through the middle of his garage; however, it is supposed to be 25 feet north of his garage. Windsor Ridge's attorney, David Lutz, advised that the County has stated they will revise the property line once the Windsor Ridge plat is recorded. He wants this on record since the property line was in its correct location prior to this application. He questioned how big the trees would be that were planted, noting that this area currently has mature oak, maple, ash, and birch trees.

Commissioner Weber questioned whether moving Mr. Lojovich's property line would affect the proposed plat.

Mr. Lojovich stated that the County is saying the property line should be 40 feet north of his garage; however, he told them to put the line 25 feet north of his garage as that is the required setback.

Attorney David Lutz stated that he contacted Dakota County to advise them of the property line discrepancy. They stated they were aware of the error and would correct it when the plat was finished. The diagram Windsor Ridge is using for their plat is correct.

Commissioner Weber asked what the setback was from Mr. Lojovich's property line to his garage.

Mr. Lutz replied 25 feet.

Mr. Lojovich stated the City did a poor job of policing contractors during the Highway 3 construction project and there were several issues (i.e. dust and mud). He hoped the City would be better at overseeing the Windsor Ridge project. He was also disappointed as he had an agreement with the City for a temporary easement; however, they never told him it would be a 1:4 grade.

Bob Dalsin, 6637 Robert Trail South, stated the City took part of his 20-acre property along Highway 3, part of his property along 65th Street, the property west of him is being developed, and now Source Land Capital is proposing to develop the property north of him. He has lost his seclusion, is getting frustrated, and does not see any benefit to the proposed plat.

Josh Miller, 50 Woodridge Lane, Sunfish Lake, stated his property is not directly impacted by this development but he has the foresight to see what is coming his way. First the Viking facility was built, then a warehouse was built, and then trees started being removed for new housing developments. He enjoys the rural feel he currently has and is concerned about how this will impact natural resources, such as water. He was concerned about how these additional houses would affect the aquifer, stating his well sits higher than the aquifer Inver Grove Heights pulls from which negatively affects his water supply. He also had safety concerns with the additional traffic this development would generate, as well as its potential impact on Horseshoe Lake. Regarding stormwater management for a five-year storm, he questioned if the proposed plan would handle it if things continue to change and next year there is an even worse five-year storm.

Mr. Lojovich asked they could get some better signage for the 65th Street/Highway 3 project, stating the current signs do not notify drivers that the road is closed at Lone Oak Road.

Mr. Hunting stated he would ask the City's engineering department to relay the request to the proper person.

Bonnie Troye, 50 Woodridge Lane, asked if it was correct that the developer would be 500 trees

short.

Chair Maggi replied in the affirmative.

Ms. Troye asked if the penalty for not replacing those 50-year old trees was to pay into the City's park fund.

Chair Maggi replied in the affirmative.

Ms. Troye stated it seems like every day there is another area getting torn down in order for houses to be built on top of each and she would likely never in her lifetime see trees that big again.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Chair Maggi stated they want development in the city, but she wants to make sure this would not negatively affect the Nichols property.

Commissioner Weber questioned why they were not looking at 100-year events versus 5-years, as that is what they have used in the past. There is a lot of grade change, tree removal, and retaining walls being proposed and he would prefer to see more data than what has been presented.

Commissioner Simon agreed, stating she would like to see a 100-year study as well. She advised that she lives west of the Blackstone developments, yet it has affected her neighborhood. Their roads were constantly wet this spring which she had not seen in 22 years. She does not want Mr. Nichols or any other landowner to have to be responsible for handling something that is a consequence of allowing this development to go through unless there is either more discussion or studies done. They need to slow down.

Chair Maggi asked Commissioners what changes they would like to see in the proposal as the City does need development.

Commissioner Robertson stated she wants to honor the concerns that were expressed about this project, but at the same time she believes we have expertise in our own engineering group, and she would feel uncomfortable denying the request because development is needed on both sides of Highway 3. Instead, she would prefer to table the request and ask the different engineering perspectives to come together to address a much larger rainfall, the concerns of the Nichols property, and the desire of Inver Grove Heights to develop this property.

Commissioner Scales questioned whether the issue was truly from this future development or was it from the Highway 3 construction. He would like to have people involved in this explain how things changed with the Highway 3 construction and will any such problems go away once it is completed.

Commissioner Lissarrague asked Mr. Nichols if he felt his concerns had been validated by the

City.

Mr. Nichols stated he did not.

Chair Maggi stated perhaps they should look at this more broadly and consider what is happening on the Nichols property.

Commissioner Scales clarified that he likes the development being proposed and wants the project to move forward; he just needs more information.

Commissioner Lissarrague agreed, stating he was not trying to discourage the applicants.

Commissioner Weber stated he liked the idea of developing in this area, he just needed the 100-year rain event numbers before he could approve it.

Commissioner Niemioja stated her concern is the precedent this would set with impervious surface. In the past they have allowed setbacks to be reduced to 15 feet and now that seems to be the standard. She is concerned the same thing could happen with allowing 30% imperious surface. If that happens the water impacts would be concerning as water is different from aesthetics and can be devastating to adjoining properties. The forestation issue is also close to her heart and she agrees that they are missing some information.

Commissioner Wippermann asked if there were time limit issues regarding tabling the request.

Mr. Hunting stated Commissioners could table the request as the City has the authority to extend the 60-day review.

Chair Maggi summarized where she believed the group was at, stating Commissioners would like to table the request to request more information primarily around water flow and impact within this plat of land, as well as neighboring plats of land, but Commissioners are generally supportive of the development with the stated issue addressed.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Robertson, to table the request for a rezoning of property from A, Agricultural to R-1C/PUD, a preliminary plat for a 66-lot subdivision to be known as Windsor Ridge, and a preliminary PUD for 66 single-family homes on 30.25 acres, for property located at 6477 Robert Trail South, until further information is provided to the Planning Commission on stormwater, road continuity between the neighboring properties, and what the effects of grading are for that stormwater in a 100-year plan and its impact on this and neighboring properties.

Motion carried (9/0).

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 21, 2019

SUBJECT: **SOURCE LAND CAPITAL – CASE NO. 19-14ZPD**

Presentation of Request
Allan Hunting, City Planner, explained that the request was tabled from the May 7 Planning Commission meeting. The applicant has since modified the request to eliminate the request for setback variances from Highway 3.

Tom Kaldunski, City Engineer, reviewed the information that was available, and the City has a longstanding NWA, a good comp plan and stormwater mgmt. plan that has been developed over the last 20 years, and we have built a lot of good developments. So we think that same ? concept is continued with the Windsor Ridge proposal. The engineering department is in favor of that and support the project. There were some questions ? some of the information he provided to the existing culvert that MNDOT that had underneath the road that seemed to be the primary focus of discussions. We know that there was a culvert there since 1936 and the project done last year improvements were done on it, but it is generally in the same general location and functions the way it had before. Until we received a recent ? from the developer the original proposal that was presented to us from a stormwater perspective generally met the city's NWA standards. There is some data in there generally showing that the water volume from their project was going down and the various rate for discharge were going down which is what the ? standards call for and there is also a series of infiltration basins which are helping reduce the volume in the upland areas. The basic requirements of the NWA were generally followed in the original report. based on information that was discussed at the last meeting the developer has proposed some modifications which are generally to increase the amount of stormwater he is going to retain on site and the updated data from that report has been reviewed and generally what the analysis is s howing is that they are going to, Windsor Ridge, reduce the discharge through this 24 inch culvert going under highway 3 to a level that is in essence zero from a volume perspective and from a rate perspective up to a 100 year event. T hat exceeds our standards and we are happy the developer can accommodate that. we are in a preliminary state right now. there was some discussion of who could control that current project that the city started last year at the intersection of highway 3 and 65th Street. That project is still ongoing. The erosion related to that is something that the city has made limit to make sure that that gets addressed when we have the proper weather conditions sloping? Into this regional basin on the east side of the highway to correct. And we have had conversations with the [property owner about that. we are going to make sure that tis right and we do not think that is an item that should weigh heavily on the decision on this preliminary plat. that is a separate that we are taking care of and in fact that project has done things to reduce the watershed to this 24-inch culvert under highway 3. T here are some maps that were in your packet that showed 65th Street drains to the triangle basin at h the intersection and intercepts? A portion of the area and takes it south along highway 3 to another regional basin where we can hold back more water on the Dalsin property. there are a number of deep basins in this area that are ? NW maps and were holding more water ? basins that help reduce water in this case to the culvert. That helps

the developer hold more water back, but it also helps address the concern we heard of the landowner on the east side of the road. those are some positive things that came from that city project. and yes, we had some erosion that occurred, and we will deal with that. that covers the volume rate concerns. We believe that their current proposal as modified by the developer exceeds the requirements from an engineering perspective and engineering would recommend approval of the preliminary plat.

Simon asked how takes care of these infiltration basins once the developer leaves? Is that part of an association or is it the city that will then be responsible for checking on them every year like homeowners would have to do if they had a raingarden?

Kaldunski said the city has had a longstanding practice of asking the developers in the NWA to give those land bodies to the city as outlots as part of the preliminary plat. the city then becomes owner of these regional basin outlots and the city becomes responsible for retaining the regional basins. Your answer is yes there is an agreement where the city does take over the regional basins, we have a stormwater utility established in our community to help take care of those. The developer is responsible for fully constructing them ahead of time. t here is also things that we incorporate into our development agreements that say HOA's or things of that nature will become responsible fo rhte areas such as infiltration basins and rain gardens and treatment features outside or in the upper stream areas of the regional basins.

Simon said on the flexibility regarding the 20% up to 30%, does that include the over 20-foot-wide driveway near the house? she knows it must be 20 feet when the driveway leaves the houses and goes out into the main house, but they are asking for flexibility with a wider driveway and non-impervious pavers. So all those figures for runoff are based on not the flexibilities that they are asked for that maty or maty not have more impervious surface but for what before the flexibilities. But the 2-year, 5-year, 10 year, that is all based on the original plans and not the flexibilities that they are asking for such as a pool, etc. that come.

Hunting said

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

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

Mr. Johnson replied in the affirmative.

Chair Maggi closed the public hearing.

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

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

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

CASE NO.:	19-14ZPD	*Report Modified 5/16/19*
APPLICANT:	Source Land Capital	
PROPERTY OWNER:	Source Land Capital	
REQUEST:	Preliminary Plat and PUD, Rezoning	
LOCATION:	West side of Hwy 3 and north side of future 65th Street	
HEARING DATE:	May 7, 2019	
COMPREHENSIVE PLAN:	LDR, Low Density Residential	
ZONING:	A, Agricultural	
REVIEWING DIVISIONS:	Planning Engineering	**PREPARED BY:** Allan Hunting City Planner

BACKGROUND

The applicant is proposing a 66 lot, two outlot single family development on an approximate 30.25 acre parcel to be named Windsor Ridge. The project is located just north of Windwood 2nd Addition (east of Blackstone Ridge) and would receive sewer, water and street extensions from the south. Access would be via future 65th Street which is a City Major Collector that will be constructed this construction season. The project is located in the Northwest Area and the standard series of applications are being requested.

REQUESTS

The specific requests for the Windsor Ridge development project include the following:

1. Rezoning of the property from A, Agriculture to R-1C/PUD Single Family Residential District.
2. Preliminary Plat approval of Windsor Ridge consisting of 66 single family lots and two outlots.
3. Preliminary PUD approval of the Windsor Ridge PUD as required by the Northwest Overlay District.

EVALUATION OF THE REQUEST

SURROUNDING USES

The subject property is surrounded by:

North:	Large lot residential; zoned A, Agricultural; guided LDR, Low Density Residential.
East:	Large lot residential; zoned A; guided LDR
West:	Large lot residential; zoned A; guided LMDR, Low Medium Density Residential.
South:	Single family residential (Windwood 2nd Addition), Large lot residential; zoned R-1C/PUD, A; guided LDR, MDR.

IDENTIFICATION OF NATURAL RESOURCES

In 2003, a Natural Resource Inventory and Management Plan were completed for the Northwest Area. The NRI inventoried and qualified natural resources systems within the area and established a management classification system to guide the preferred treatment of these features.

The site contains low quality woodlands and wetland marshes. Both are in the Manage 3 category. The wetland areas would be preserved for stormwater ponding and the woodland area is considered poor quality which could be developed. No specific preservation is required with this project.

NET DEVELOPABLE AREA

Note: the numbers that are referenced within this staff report are approximate based on preliminary plan submittals. They will likely change slightly between preliminary and final plat. The numbers provided are sufficient for preliminary plat review.

Net developable area is defined as the area of a property remaining after excluding those portions that are either: a) encumbered by right-of-way for arterials roads as defined in the IGH Comprehensive Plan; or b) lying below the ordinary high water level of public waters; or c) lying within the boundaries of delineated wetlands; or d) bluffs in shoreland areas; or e) land to be dedicated for public park needs. Based on this definition, the proposed project area contains approximately 27.72 net developable acres.

General Project Data	Acres
Gross Project Area	30.25
Delineated Wetlands	0.92
Public Water Bodies (PWI)	0.00
Bluffs in Shoreland Area	0.00

Planned "Arterial" Road Right of Way	1.61
Total Net Developable Area	27.72

NATURAL AREA/OPEN SPACE

Section 10-13J-5. D. establishes requirements for open space preservation within the Northwest Area Overlay. Based on the net developable area the project contains the following:

	Required Acres	Proposed Acres
Total Net Developable Area	*27.72*	*NA*
Minimum Open Space Required = 20% of net area	5.54	6.61 (25%)
Required contiguous area = 75% of required open space with a minimum 100 foot corridor width	1.39	4.16
Area to be undisturbed = 50% of required open space	2.77	3.19 (58%)

The site design has prioritized the open space areas around the two storm water ponds in Outlots A and B. The largest corridor is at least 100 feet wide. Outlots A and B are for storm water treatment and contain regional basins. These outlots will be owned by the City. The site design exceeds all open space requirements.

The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. This provides identification for future land owners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.

DEVELOPMENT CAPACITY PLAN

Section 10-13J-5. E. of the Northwest Area Overlay Ordinance outlines a process by which a site's development capacity is determined as a means to allocate development across a site. This exercise only determines the number of units that would be permissible on the site and not the actual proposed development.

The development capacity plan was established for Windsor Ridge utilizing the base zoning district of R-1C. When applying the base district and factoring in the open space as part of the R-1C district, the development capacity plan yields a range of 55 to 100 possible units. This equates to a density range of 1.99 to 3.6 units per net acre.

Base Zoning District	Net Acres	Min Density (units per acre)	Max Density (based on lot size per zoning code)	Min Units	Max Units

R-1C	27.72	2	12,000	55	100

The proposed net density for Windsor Ridge would be 2.38 units/acre which is consistent with the comp plan designation and development capacity plan.

PROPOSED DEVELOPMENT MAGNITUDE, DENSITY AND BULK STANDARDS

Building setbacks and separation.
The Northwest Area Zoning Overlay establishes suggested guidelines for building separation and setbacks. The objectives for establishing such regulations are to ensure adequate area for certain uses on a site such as storm water management, parking, buffering of mechanical equipment and landscaping. The Northwest Area setbacks and structure separation standards consider compact development and reduced setbacks in order to minimize hard surface coverage and enable greater ability to leave larger areas of intact open space. This objective has to be carefully balanced with aesthetics also.

Units within the proposed development comply with the required setbacks, except for the following situations listed below:

- Building setbacks within the development are proposed with a separation of 15 feet.
- Setback from 65th Street for Lot 11, Block 3 to be 36 feet, where 40 feet is required.

Impervious surface coverage.
Impervious surface coverage standards are applied to give the city the authority to ensure sufficient areas for infiltration. Impervious surface areas include roads, sidewalks, parking areas, buildings, and other hard surface areas that do not allow infiltration.

The applicant has provided impervious surface calculations for the entire project. By ordinance, the maximum impervious surface coverage allowed is 25% for R-1C, single family. The applicant provided hardcover calculations for the entire project. After counting street and sidewalk hardcover, there is approximately 3,630 square feet of impervious surface for each lot which equals 29.0% total impervious.

a) The applicant is requesting a total impervious surface coverage to 30.0% to allow for flexibility in home styles and amenities such as patios and pools. These numbers are still preliminary and may change somewhat with the final PUD submittal.

b) The applicant is requesting flexibility from the maximum driveway width requirement to allow driveways greater than 20 feet without utilizing porous pavement.

PRELIMINARY PLAT

The applicant is proposing a preliminary plat which consists of 66 single family lots and 2 outlots. The outlots are for storm water purposes. All of the outlots would be owned and maintained by the City. The single family lot sizes range from approximately 8,260 square feet to 21,379 square

feet. Average lot size is approximately 10,000 square feet. The majority of lot widths are approximately 65-70 feet wide, with 80 foot+ corner lots. Each lot is shown with a typical 50'x65' building pad.

The plat provides for the required 50 foot half right-of-way dedication for 65th Street and a 75 foot half right-of-way for Hwy 3. Streets 1 and 2 provide for 60 foot wide right-of-way and Street 4 and 5 provide for a 50 foot wide right-of-way.

PARKS/TRAILS

No additional trail segments are proposed in the project. The site plan identifies sidewalks along all the public streets as required by the Northwest Ordinance. The construction of 65th Street will contain a trail on the north side of the street.

The site lies at the periphery of two park search areas. At this point, no park land dedication is being required. The recommendation would be for a cash contribution per lot. The developer is also proposing and supportive of a cash contribution for park dedication.

The amount of cash contribution would be in the rates in affect at the time the final plat is approved. The current 2019 rate is as follows:

Single Family Rate $2,850 x 66 units = $188,100.

STREETS & CONNECTIVITY

The proposed street system consists of the extension of Agate Trail that would extend north and west for future connection to neighboring properties. There are two cul-de-sacs that would branch off from Agate. The northerly cul-de-sac has a street stub to the north to provide future access to the properties to the north. There is a 24 foot elevation change between streets 2 and 4 which makes it too difficult to have a through street connection. The City will be constructing 65th Street this year which provides the main access to the site. Street 1 on the plans would be a 60 foot wide right-of-way and Streets 2, 4 and 5 would be 50 foot wide right-of-way. All streets would have a sidewalk on one side. Street widths would be 28 feet wide with parking allowed on one side.

LANDSCAPING/TREE PRESERVATION

The developer has provided a tree inventory of the site. The Code allows a tree removal of 30% for single family. The code allows removal beyond the threshold but requires replacement for those trees over the limit. The applicant is requesting flexibility to allow a removal threshold of 50% before replacement is required. Based on a 30% allowed removal, a total of 4534 caliper inches would be required to be replaced. Based on a 50% allowed removal, a total of 2222 caliper inches would be required to be replaced. Based on the proposed plan, a total of 889 trees are required.

The proposed landscape plan provides for a total of 483 trees, consisting of one tree per lot to meet standard requirements and 417 trees for reforestation. The plan is short a total of 406 trees. If all

required tree replacement does not fit on site, the code allows the trees to be planted on park property or a cash in lieu be paid. Method to be determined with preliminary plans.

Based on the landscape plan, the applicant would still request some flexibility from the reforestation requirements as the number of plantings required may be difficult to achieve on site. The rate for a planted tree is estimated at $300 per tree. Staff is open to any options but would recommend compliance with the reforestation requirements.

WETLANDS

The plans indicate a total of approximately 0.92 acres of wetlands that are located within the outlot open space areas. The wetland will not be disturbed with this project.

GRADING, DRAINAGE, STORMWATER AND UTILITIES

The grading and storm water plan have been reviewed by the engineering staff and their consultants Barr Engineering. As proposed, preliminary engineering review finds the project will work as generally designed. Storm water is being treated through a series of basins and regional ponds.

Engineering staff and the consultants have drafted comment memos discussing the items that will need to be addressed as part of the final plans. These memos will be incorporated into the conditions of approval in the general engineering comment condition.

FLEXIBILITY REQUESTS

Previous sections of the report have covered some of the flexibility requests. This section provides a summary of all flexibility requested:

1. SETBACKS

    1. Building setbacks within the development are proposed with a separation of 15 feet.
    2. Setback from 65th Street for Lot 11, Block 3 to be 36 feet, where 40 feet is required.

The code requires a minimum 20 foot separation. The intent of the code requirement was to provide space between houses for infiltration basins or rain gardens. In order for this to work, houses would have to be built at the same time so an infiltration system could be installed between the houses on both lots. This typically will not occur because houses are not always built at the same time and the infiltration feature must be constructed all at the same time in order for it to function correctly. The applicant is not proposing any storm water features between houses, but in larger basin areas. The setback separation proposed is typical of the standard required in all other parts of the City. All residential developments approved so far have been with either a 10 foot or 15 foot separation. Staff supports this separation and flexibility request.

Only one lot would have potential corner of a house closer than required along 65th Street. The landscape plan provides for additional buffer from the road. Staff would support this request.

2. IMPERVIOUS SURFACE

a) The applicant is requesting a total impervious surface coverage to 30.0% to allow for flexibility in home styles and amenities such as patios and pools. These numbers are still preliminary and may change somewhat with the final PUD submittal.

The amount of roadway and sidewalk in the plat consumes a large amount of the allowed 25% impervious surface. The applicant is requesting the impervious surface be allowed up to 30.0% in order to provide building coverage on each lot to approximately 3,700 square feet per lot. This is comparable to lot coverage approved in other developments. A definite number would be established with the final plat and the storm water plans would be modified to address the additional impervious surface.

Engineering have indicated that they have no issues with the request because the storm water system shown on the plans assumed 30% impervious surface coverage. Any additional storm water needs can be addressed in the final PUD plans.

b) The applicant is requesting flexibility from the maximum driveway width requirement.

They are requesting that the driveways be allowed to be full length and width with non porous pavement The Northwest Area District requires any portion of a driveway greater than 20 feet in width shall be constructed of a porous pavement material. Function of the regulation is to minimize the amount of impervious surface. The applicant has designed the project to accommodate the additional runoff from the hard surface driveways in the storm water design. The amount of impervious surface maximum per lot would address the coverage issue. All previous developments in the Northwest Area were granted this same flexibility and no known issues exist with this flexibility.

3. TREE REFORESTATION

The applicant is requesting the reforestation threshold be 50% before reforestation is required. Based on that request, the landscape plan is still 406 trees short. The balance must comply with reforestation standards set forth in the code which requires planting on park property or pay a cash payment.

4. CUL-DE-SAC LENGTH

The code has a 500 foot maximum length for cul-de-sacs in urban areas. Street 2 is approximately 720 feet in length. As stated earlier, there is an approximate 24 foot elevation change between Street 2 and Street 4 which makes a connection very difficult.

DEVELOPMENT CONTRACT

The Developer and Owner shall enter into a Development Contract and other associated agreements with the City. The list of agreements and details of the contract will be discussed with the applicant, city attorney and staff as part of the final PUD review. All of the agreements will be approved by the City Council as part of the final PUD review.

ALTERNATIVES

The Planning Commission has the following actions available on the proposed project:

A. **Approval:** If the proposed request is found to be acceptable, approval of the applicable following actions should be taken:

o Approval of a **Rezoning** of the property from A, Agricultural to R-1C/PUD, Single Family Residential subject to the following conditions:

1. The rezoning shall not become effective until the final plat is approved by the City and recorded with the County. In the event a final plat is not approved, the rezoning shall become null and void and the zoning of the property shall remain in its current classification.

o Approval of the **Preliminary Plat and Preliminary PUD** for Windsor Ridge subject to the following conditions:

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

Preliminary Plat	5/15/19
Preliminary Open Space Plan	4/25/19
Preliminary Grading Plan	4/26/19
Preliminary Utility Plan	4/26/19
Preliminary Sanitary/Watermain Plan (4 sheets)	4/26/19
Preliminary Street and Storm Sewer Plan (4/sheets)	4/26/19
Preliminary Storm Sewer Plan	4/26/19
Preliminary Overall Tree Preservation Plan	4/26/19
Preliminary Landscape Plan	4/26/19

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.

3. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.

4. The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. This provides identification for future land owners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.

5. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.

6. All plans shall be subject to the review and approval of the Fire Marshal.

7. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the developer shall be responsible for the maintenance of storm water improvements on such lots.

8. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.

9. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing. Final details of the amounts to be paid shall be part of the final PUD plan review.

10. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council

11. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.

12. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.

13. The following documents shall be recorded when the plat is recorded:
    - Development Contract;
    - Storm Water Facilities Maintenance Agreement;

- Acknowledgement of PUD Zoning.

14. Prior to City Council review of the final PUD development plans, the Developer must respond to all the comments of the City Engineer memo dated 4/17/19, and comments from Barr Engineering.

15. Street lighting shall be required along all public streets. The street lighting plans shall be approved by the City prior to installation.

16. The reforestation shortage of 406 trees shall be addressed as required by the City Council.

B. Denial: Should the proposed request or portions thereof, not be found to be acceptable, the appropriate requests described above should be denied. The basis for denial must be stated in any such motion.

RECOMMENDATION

The project complies with nearly all performance standards of the Northwest Area. Flexibility requests have been made for building separation, driveway width, setback requirements, impervious surface and tree reforestation. Staff supports these requests except for the setbacks from Hwy 3. The reforestation shortage must still be addressed. Engineering is comfortable with the overall preliminary grading and storm water plans.

Staff recommends approval of the preliminary plat, preliminary PUD and rezoning requests with the conditions listed.

Attachments:
Location Map
Applicant Narrative
Preliminary Plat
Preliminary Open Space Plan
Preliminary Grading Plan
Preliminary Utility Plan
Preliminary Sanitary/Watermain Plan (4 sheets)
Preliminary Street and Storm Sewer Plan (4/sheets)
Preliminary Storm Sewer Plan
Preliminary Overall Tree Preservation Plan
Preliminary Landscape Plan

SOURCE
LAND CAPITAL

May 15th, 2019

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

Attached please find our updated Preliminary Plat application for the proposed residential development located at 6477 Robert Trail South (15.89 acres). There are three additional PID's that are included in this application. Additional parcels included; 20-00600-03-051 (5.22 acres), 20-00600-03-020 (6.14 acres), and 20-00600-03-034 (3.01 acres). Total gross acres in this plat application is 30.26.

Source Land Capital would like to submit this preliminary plat application for review.

Our Preliminary Plat plan focuses on the following priorities. In this revised narrative the changes from the previous version have been highlighted in yellow.

- This proposed development is located within the Northwest Area Overlay District, which is unique to its topography and stormwater management standards. We intend to maintain and enhance the natural beauty of the site as much as possible.
- Maintain and strive to meet the open space requirement for the NW Area. The varied elevations and current soil conditions have required us to get creative with the stormwater design. BARR Engineering has developed a plan that will enhance the storm water management plans. Our collective efforts will only enhance the quality of vegetation and natural elements in this area.
- BARR & Westwood Engineering have redesigned the outlet control structure that feeds the culvert located under HWY 3. This culvert has been a concern by the neighboring parcel owners, and the new structure is designed to completely hold a 100 year rain event on the Windsor Ridge site. The design also features a weir and a gate valve that will be used in extreme situations if the pond level ever needed to be reduced. Please see the attached exhibit for further design details.

- Create a beautiful, new neighborhood about which the new residents, the surrounding neighbors and the city can be proud. We have partnered with Pulte Homes to build out the site.
- Meeting the Comprehensive 2040 Land Use plan requirements for the NW Area. The parcels included in this application are all guided for Low-Medium Density Residential (LMDR), correlating to R-1C (min. 2 units/acre).
- Submitting a plan that is consistent with its surrounding neighbors, and also matches development patterns and sizing.
- Application will require a zoning change. We have included the zoning change application to R-1C/PUD.
- Early grading permit, granted once Preliminary Plat approval is attained. The early grading permit is critical for Pulte Homes to complete the site development prior to winter. Required financial securities will be in place prior to grading, along with a mutually agreed Developers Agreement.
- Optimize site grading and excess dirt. The grading plan generates an excess of roughly 40,000+/- cyds of soil. The Park and Recreation department has indicated a need for excess fill for the Heritage Valley Park. Source Land Capital/Pulte Homes would make the dirt available for the city to haul, all in coordination with the 65th improvement project. The developer/builder will require a written agreement with the city to proceed.

The new homes planned for the site will be single family two stories. Pulte intends to supply a diverse range of housing styles. Home sizes will range from 1,712 – 2,873 SqFt (excluding basements). The anticipated range of selling prices is low $400k's to mid $500k's. Some of their model examples include the Newton, Dalton, Newberry, and Continental designs. More information on these examples can be found on their website.

NW Area – Flexibility Request

We are submitting a PUD application, which is required for all applications located within the NW Area Overlay. We have a few requests that we would like to include in our PUD Application:

- Tree Forestation:
  - 30% removal allowance, asking for 50% removal. The additional tree removal is necessary due to the significant vertical relief of the site and the ponding areas needed to meet the Northwest Area stormwater management requirements.

- Setbacks from Major Streets:
    - Code building setback is 40' from 65th Street. We request to allow a reduced setback listed below.
        - Lot 11, Block 3, 36' side setback from 65th Street R/W
        - Previous 50' setback variance request for Lot 5 & 6 Block 2 has been removed.
- Building Separation:
    - Code states buildings should be 20' apart. We request to allow separation of 15'. This will be accomplished with 7.5' side setbacks for non-corner lots.
- Driveway Widths:
    - Code states driveway widths should be limited to 20'. We request the flexibility to exceed 20' at the front of the home to allow for 3-car garages. Driveway widths at the street will be restricted to 20' in width.
- Cul-De-Sac Length:
    - Code states cul-de-sacs should be limited to 500' long. We request to allow longer cul-de-sac streets for flexibility in street design to better respond to the site characteristics and topography.
- Site Impervious:
    - Code states total impervious area should be a maximum of 25% of the net area. We request to allow up to 30% impervious to allow flexibility in home styles and amenities such as patios and pools.

Roads & Utility

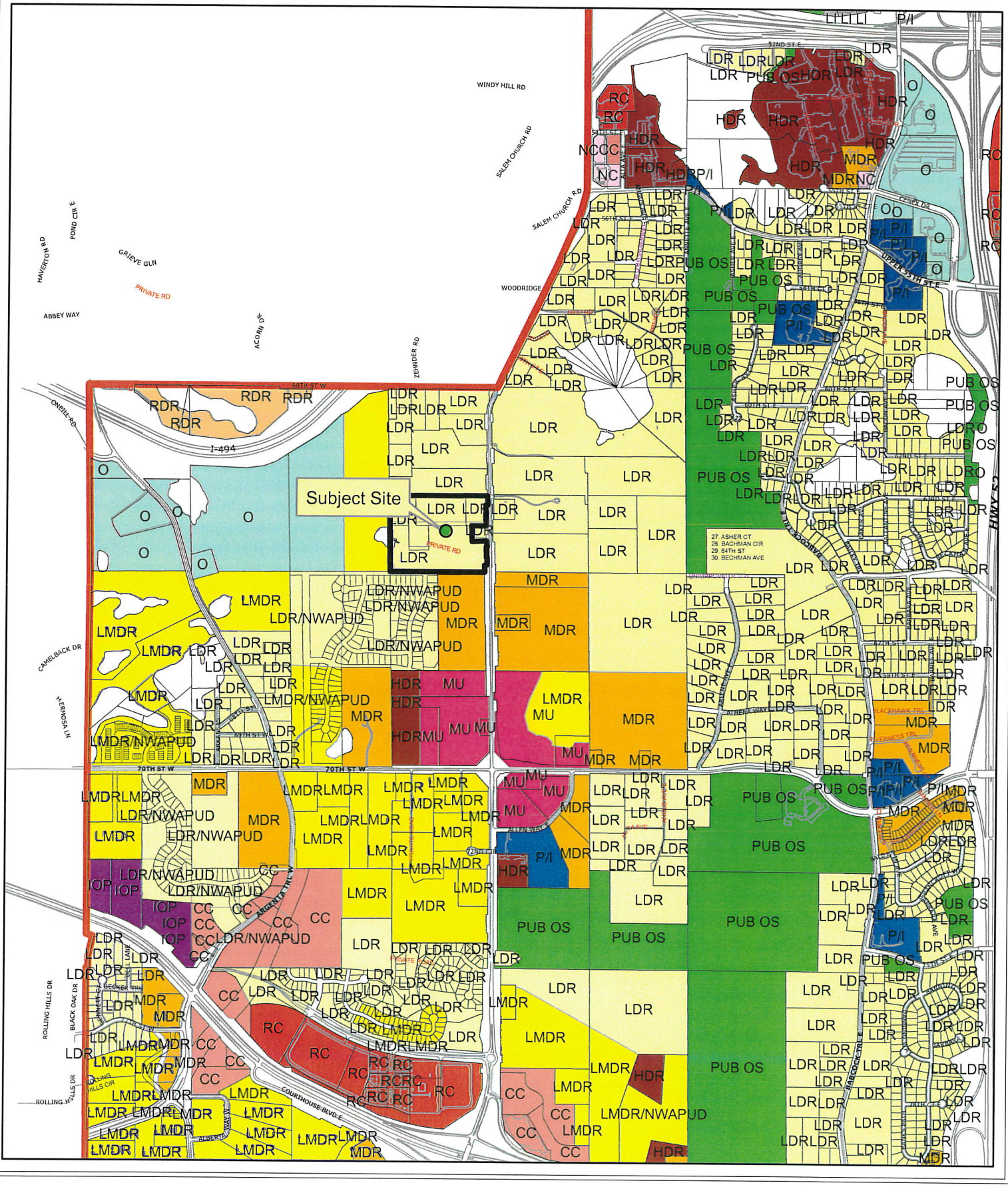
Our plans show an entrance connection to be made at the future 65th and Agate Trail. Discussions with city staff and WSB have occurred and utility connections (water and sewer) will be stubbed to service the site at this connection. Source Land Capital will be required to amend the settlement agreement (Article 2c), but agree that the installation of utility connections will be at the expense of the developer. Agate Trail will serve as the community collector road, stubbing to the west property line. We have also included a neighborhood collector road, subbing to north property line. The proposed plans meet the 2030 comprehensive North West Area Street Plans.

Thank you in advance for your consideration.

Best regards,

Patrick Hiller
Source Land Capital

Location Map
Case No. 19-14ZPD



SOURCE
LAND CAPITAL

April 22nd, 2019

City of Inver Grove Heights
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- Submitting a plan that is consistent with its surrounding neighbors, and also matches development patterns and sizing.

18215 45TH AVE NORTH, SUITE D, PLYMOUTH, MINNESOTA 55446 * P. 763.551.0100

- Application will require a zoning change. We have included the zoning change application to R-1C/PUD.
- Early grading permit, granted once Preliminary Plat approval is attained. The early grading permit is critical for Pulte Homes to complete the site development prior to winter. Required financial securities will be in place prior to grading, along with a mutually agreed Developers Agreement.
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- Tree Forestation:
  - 30% removal allowance, asking for 50% removal. The additional tree removal is necessary due to the significant vertical relief of the site and the ponding areas needed to meet the Northwest Area stormwater management requirements.
- Setbacks from Major Streets:
  - Code building setback is 40' from 65th Street and 50' from Hwy 3. We request to allow a reduced setback for the lots listed below. Please note the setbacks to Hwy 3 exceed 50' to the existing right-of-way for all lots, but since additional right-of-way is being dedicated, two lots do not meet the 50' setback.
    - Lot 5 Block 2, 48' setback from Hwy 3 R/W
    - Lot 6, Block 2, 40' setback from Hwy 3 R/W
    - Lot 11, Block 3, 36' side setback from 65th Street R/W
- Building Separation:
  - Code states buildings should be 20' apart. We request to allow separation of 15'. This will be accomplished with 7.5' side setbacks for non-corner lots.

- Driveway Widths:
    - Code states driveway widths should be limited to 20'. We request the flexibility to exceed 20' at the front of the home to allow for 3-car garages. Driveway widths at the street will be restricted to 20' in width.
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Our plans show an entrance connection to be made at the future 65th and Agate Trail. Discussions with city staff and WSB have occurred and utility connections (water and sewer) will be stubbed to service the site at this connection. Source Land Capital will be required to amend the settlement agreement (Article 2c), but agree that the installation of utility connections will be at the expense of the developer. Agate Trail will serve as the community collector road, stubbing to the west property line. We have also included a neighborhood collector road, subbing to north property line. The proposed plans meet the 2030 comprehensive North West Area Street Plans.

Thank you in advance for your consideration.

Best regards,

Patrick Hiller
Source Land Capital

MEMO

CITY OF INVER GROVE HEIGHTS

DATE: May 15, 2019

TO: Allan Hunting, City Planner

FROM: Thomas J. Kaldunski, City Engineer TJK

SUBJECT: Windsor Ridge Development
Stormwater Management Plan for Preliminary Plat Approval

This summary has been prepared to address issues discussed by the Planning Commission regarding the preliminary plat approval considered by the Planning Commission at their May 7, 2019 meeting. The Engineering Division supports the preliminary plat approval of Windsor Ridge and the stormwater management plan, dated May 15, 2019.

Background

The City of Inver Grove Heights has been utilizing the landlocked regional basins in the Northwest Area (NWA) for about 20 years. A grassroots review in the early 2000s resulted in a plan to utilize the regional basins to establish the NWA Stormwater Manual (1st draft 2004 by EOR). This plan promotes the use of existing regional basins as opposed to a multi-million-dollar storm sewer outfall system to the Mississippi River. The City has updated the NWA Stormwater Model many times over the years. The most recent model of the basins is the August 2018 (Exhibit 1 – Robert Watershed Corridor Regional Basin Map) 4th Generation Water Resources Plan which has been incorporated into the City's 2040 Comprehensive Plan.

The City has a 20-year successful implementation of the NWA Stormwater Model. It has resulted in successful development such as:

Argenta Hills 1st through 9th Additions
Blackstone Vistas 1st through 3rd Additions
Blackstone Ponds
Blackstone Ridge
Windwood 2nd Addition
Industrial Equities Commercial Building

The NWA Water Resources Plan has also been successfully incorporated into many road improvement projects such as:

80th Street Reconstruction
Roundabout at TH 3 and Amana Trail
Turn Lanes at TH 3 and Auburn Path
Reconstruction of Argenta Trail and Intersection with TH 55
Construction of the Intersection at TH 3/65th Street
Construction of the Roundabout at TH 3/70th Street

The NWA Stormwater Plan has been successfully implemented to manage stormwater runoff in extreme events, such as the current wet cycle from June 2014 (13" rain) to spring 2019 (record snowfall and subsequent melt). This track record provides the City with a history that supports the 4th Generation Water Resources Plan and the City should continue following this comprehensive plan.

Discussion at the May 7, 2019 Planning Commission Meeting

The Planning Commission considered the approval of the Windsor Ridge plat at this meeting. Action on approval was delayed/tabled to the May 21, 2019 meeting because of questions asked by the Planning Commission members seeking clarification of the development's stormwater management plan proposal by Barr Engineering (on of the City's preferred three stormwater consultants in our pool of consultants).

There were also some comments received from area residents related to the development of Windsor Ridge. It should be noted that these comments were related to the NWA Water Resource Plan covering the development and some erosion impacts which were related to City Project No. 2017-24 – Intersection of TH 3 and 65th Street (currently under construction since 2018). Note that the City has a plan of action to address the resident's concern on erosion from City Project No. 2017-24. This written plan of action was agreed to between the City and the landowner. The action on the preliminary plat should be separated from City Project No. 2017-24.

MnDOT History of Culverts Drainage Windsor Ridge

The City has contacted MnDOT to gather information related to the 24" CMP that drains from Windsor Ridge (west of T.H. 3) to the east side at Regional Basin EP-013 (Nichol's site). MnDOT has indicated that this culvert was existing since 1936 when TH 3 was graded. It has functioned well throughout the years. They confirmed the culvert's existence in a 2013 plan which added some curb and stormwater on parts of TH 3. MnDOT did this work to address erosion issues on the steep slopes by the guard rails. Several inlets/CBs were installed with pipe to drain to the west side.

In 2018, the City started working on City Project No. 2017-24 (intersection of TH 3 and 65th Street). The ends of the original MnDOT culvert were lengthened to address the retaining wall built in the east and the three to one slope constructed on the west. This work was done in 2018 to meet MnDOT requirements on the project. City Project No. 2017-24 will be completed in 2019.

Positive Drainage Effects from City Project No. 2017-24

The Windsor Ridge site and watershed that flows through the MnDOT culvert to Regional Basin EP-013 (east of T.H. 3) have received positive drainage affects related to the City's intersection project at TH 3/65th Street (2017-24). This is best illustrated by the attached (Exhibit 2 – Storm Sewer Drainage Area Map) from the stormwater management plan prepared by WSB.

This plan (Exhibit 2 – Storm Sewer Drainage Area Map) illustrates the drainage area to the MnDOT culvert and the watershed for the Windsor Ridge Regional Basin. Note that the City's projects on 65th Street (2017-24 and 2015-03) have developed a water resources plan (Exhibit 3 – TH 3 Improvements) that follows the NWA standards and directs flow into the triangular basin in the Northwest Quadrant of the 65th Street/TH 3 intersection. These plans are intercepting the drainage area on 65th Street and the area south of 65th Street (labeled 5200). The net effect of this is a significant reduction in the watershed area draining to the Windsor Ridge Drainage Basin (labeled 5300). Ultimately these areas receive stormwater treatment and infiltration in the triangle basin and convey the improved stormwater south along TH 3 to an existing Regional Basin located on the Dalsin property. This reduces the watershed to Windsor Ridge and ultimately the Regional Basin EP-013 on the east side of TH 3. This reduction in area provides capacity for Windsor Ridge's Regional Basin to serve the development's impervious surfaces.

Review of Original Stormwater Plan – Windsor Ridge

The City received an application for the preliminary plat review on this development on April 10, 2019. The Engineering Division initiated its review of the preliminary plat and related plans. The staff and consultant comments from Bolton & Menk were prepared and shared with the Planning Division. These comments are typically referenced in the Planning approval. The

City Engineer did not receive the original stormwater plan from Barr Engineering until 2:30 p.m. on May 7, 2019. The Engineer did not have the opportunity to review the Water Resources Plan until after May 8, 2019.

The following summarizes the City Engineer's review of the Windsor Ridge Water Resources Plan.

Minimum required for compliance with the NWA standards includes the following:

a) A stormwater volume reduction is required for the five-year event (3.6" rain) which will reduce the runoff from new impervious surfaces. This requirement is typically met using infiltration practices. Some time filtration practices are considered with poor draining soils. This helps ensure that the post-development runoff is equal or less than the pre-development runoff for the five-year event.

b) Stormwater flow rates for the two-year, ten-year and 100-year events are to be managed to ensure post-development runoff rates are less than or equal to pre-development runoff rates to meet the NWA standards.

c) Fifty percent of the pre-treatment (infiltration or filtration) for improved water quality of stormwater is to occur in the upland areas of the development.

The original stormwater report addresses the NWA standards listed above as it relates to drainage under TH 3 to the east. This is illustrated in (Exhibit 4 – Proposed Conditions Windsor Ridge Stormwater) and in the Barr report in Table 3-1 that compares the volume control and rate control to Regional Basin EP-013 on the site east of TH 3. All proposed conditions in Table 3-1 (below) are less than the pre-existing condition.

Table 3-1 Runoff Volume and Peak Rate Comparison (Original)

Flow Direction	5-year Runoff Volume Leaving Site (ac-ft)		2-year Peak Discharge Rate (cfs)		10-year Peak Discharge Rate (cfs)		100-year Peak Discharge Rate (cfs)	
	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed
EP-013 (east under TH3)	0.36	0.05	0.26	0.15	2.52	2.14	12.31	12.13

This excerpt from the Table indicates the NWA standards are being met for this culvert. The City Engineer's review indicated other areas of the development needed further review for full compliance with the NWA standards. Barr Engineering worked with the developer to consider other stormwater options to bring the entire development into compliance. An updated technical memo dated May 15, 2019 has been prepared and is subsequently being incorporated into the Windsor Ridge Stormwater Management Plan (tech memo Table 3-1 on page 4).

The tech memo, dated May 15, 2019, outlines the modifications to the plan that the City supports. It includes modifications to an overflow structure with weir and valves to allow the basin serving Windsor Ridge to contain the 100-year runoff from the development. The emergency overflow for the basin will allow drainage through the MnDOT culvert under TH 3 to convey stormwater in excess of the 100-year event into Regional Basin EP-013. Table 3-1 has been updated to reflect the developer's proposed stormwater management plan for Windsor Ridge as shown in the following table. Exhibit 5 illustrates the ponding area in orange that results in the updated May 15, 2019 Table 3-1 (top of page 4).

Table 3-1 Runoff Volume and Peak Rate Comparison (updated May 15, 2019)

Flow Direction	5-year Runoff Volume Leaving Site (ac-ft)		2-year Peak Discharge Rate (cfs)		10-year Peak Discharge Rate (cfs)		100-year Peak Discharge Rate (cfs)	
	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed
EP-013 (east under TH3)	0.36	0.00	1.73	0.00	3.11	0.00	13.12	0.00

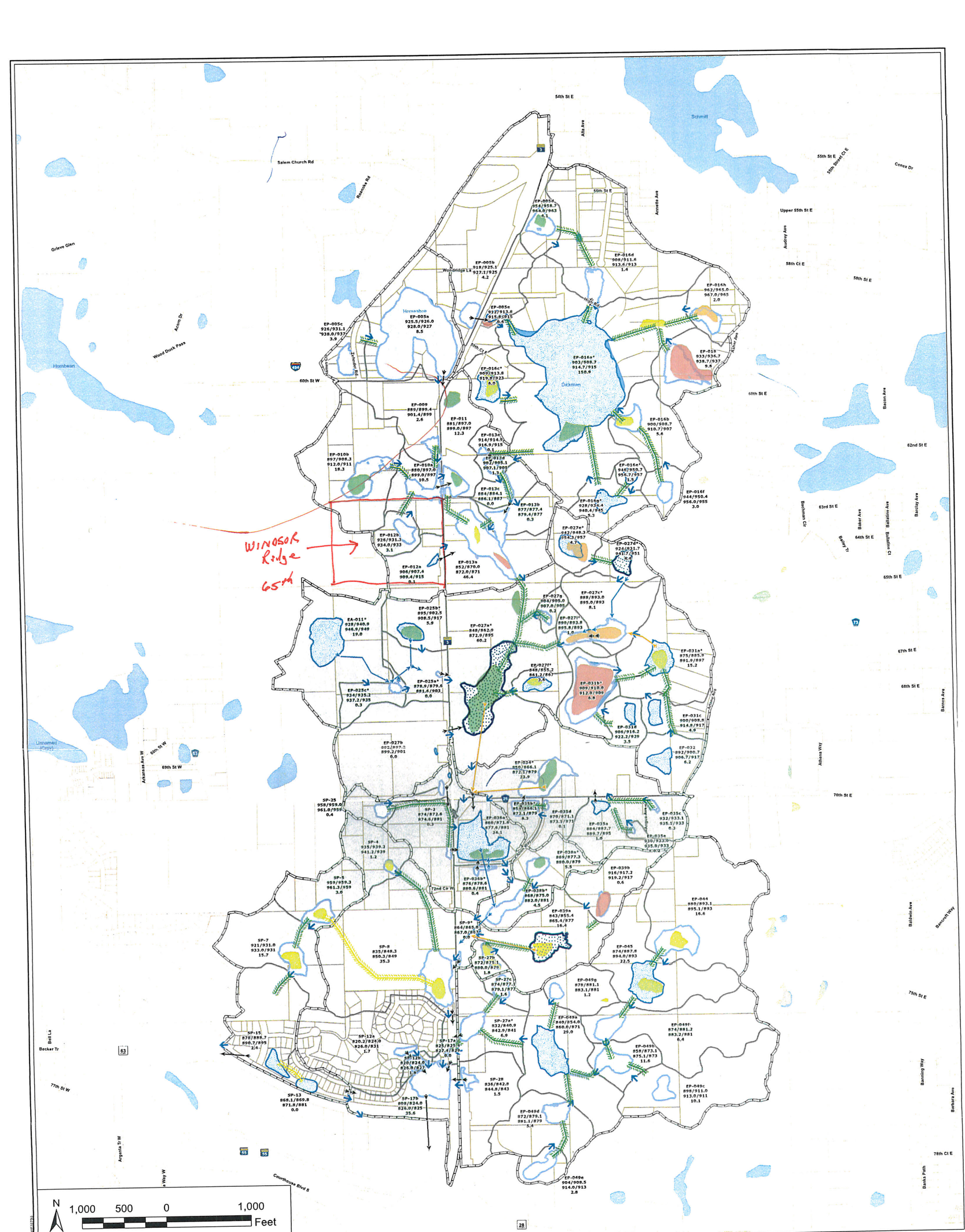
The results of the developer's updated stormwater management plan meet or exceeds the City's NWA standards.

The Engineering Division recommends approval of the Windsor Ridge preliminary plat based upon the updated stormwater plan.

The City should continue following its 2040 Comprehensive Plan based upon the NWA Stormwater Plan (4th Generation).

TJK/kf

Attachments: Exhibit 1 – Robert Watershed Corridor Regional Basin Map
Exhibit 2 – Strom Sewer Drainage Area Map (TH 3)
Exhibit 3 – Trunk Highway 3 Improvements Drainage Overview Map
Exhibit 4 – Proposed Conditions Windsor Ridge Stormwater
Exhibit 5 – Basin EP-012a Ponding Scenarios (Windsor Ridge Stormwater)



N

1,000 500 0 1,000 Feet

Legend

- Parcels
- Existing Waterbody
- Subwatershed Boundaries
- Catchment Flow Direction

Overflow

- Existing Culvert
- Overland Flow (low)
- Overland Flow (high)
- Proposed Pipe
- Proposed Pump

Wetland Management Classification (per 6/26/14 NWA Regional Basin Map)

- 1 - Maintain 100yr HWL
- 2 - Maintain 100yr HWL +0.5
- 3 - No Requirements
- 4 - No Requirements

Proposed Basin by Overflow Category

- Category 1
- Category 2
- Category 3

Roadways

- Interstate Trunk Highway
- U.S. Trunk Highway
- Minnesota Trunk Highway
- County Roads
- Minor Streets

Subwatershed Key

*See Feasibility Design For Basin Detail

SP-12a	Basin Name
904.0/908.6	NWL/10-Day HWL
914.0/913.0	LFE/NOF
2.9	Maximum Storage Volume (AC-FT)

EXHIBIT A

CITY OF INVER GROVE HEIGHTS

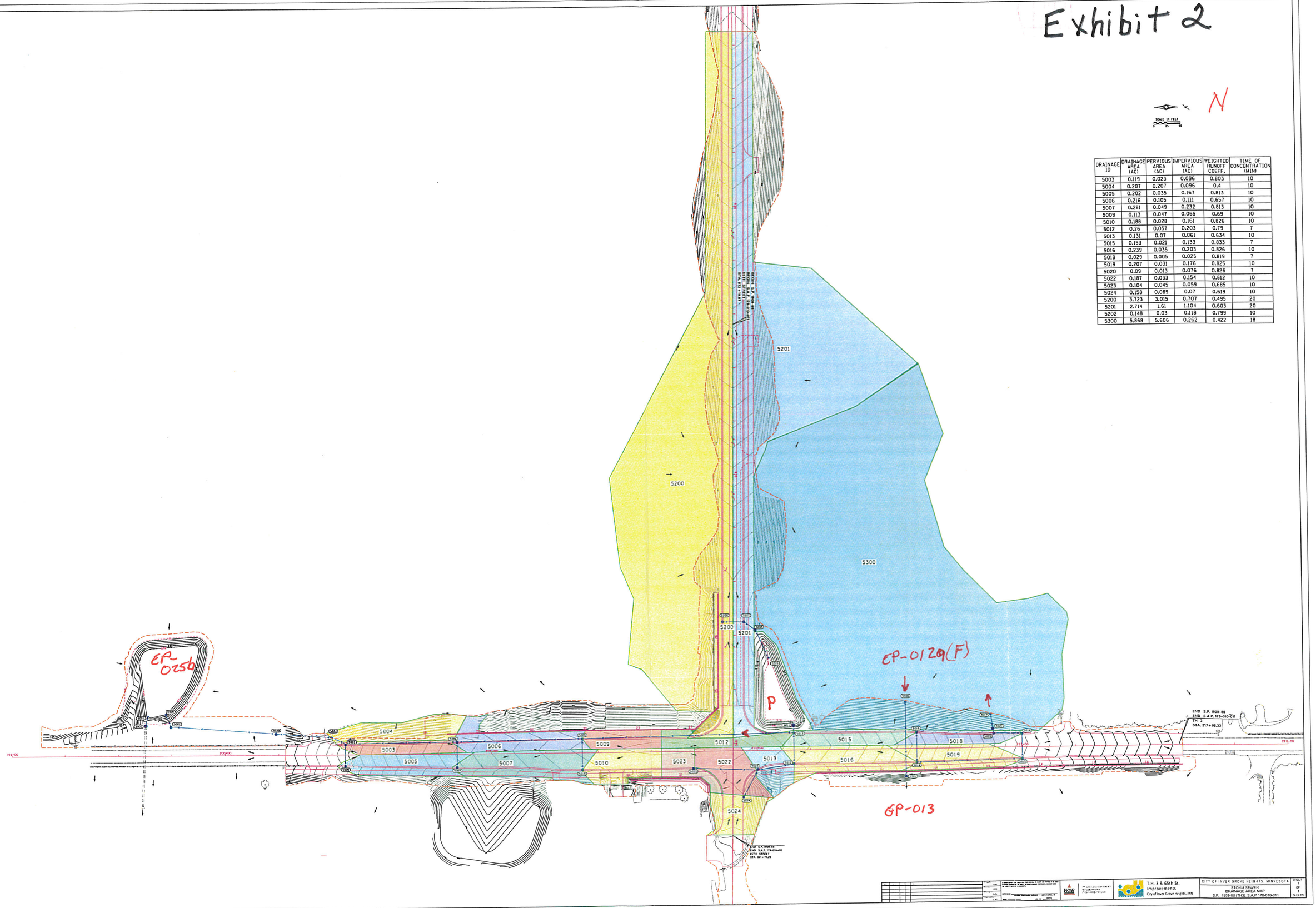
Robert Watershed Corridor Regional Basin Map (Model 4)

WENCK

Responsive partner. Exceptional outcomes.

AUGUST 2018

Exhibit 2

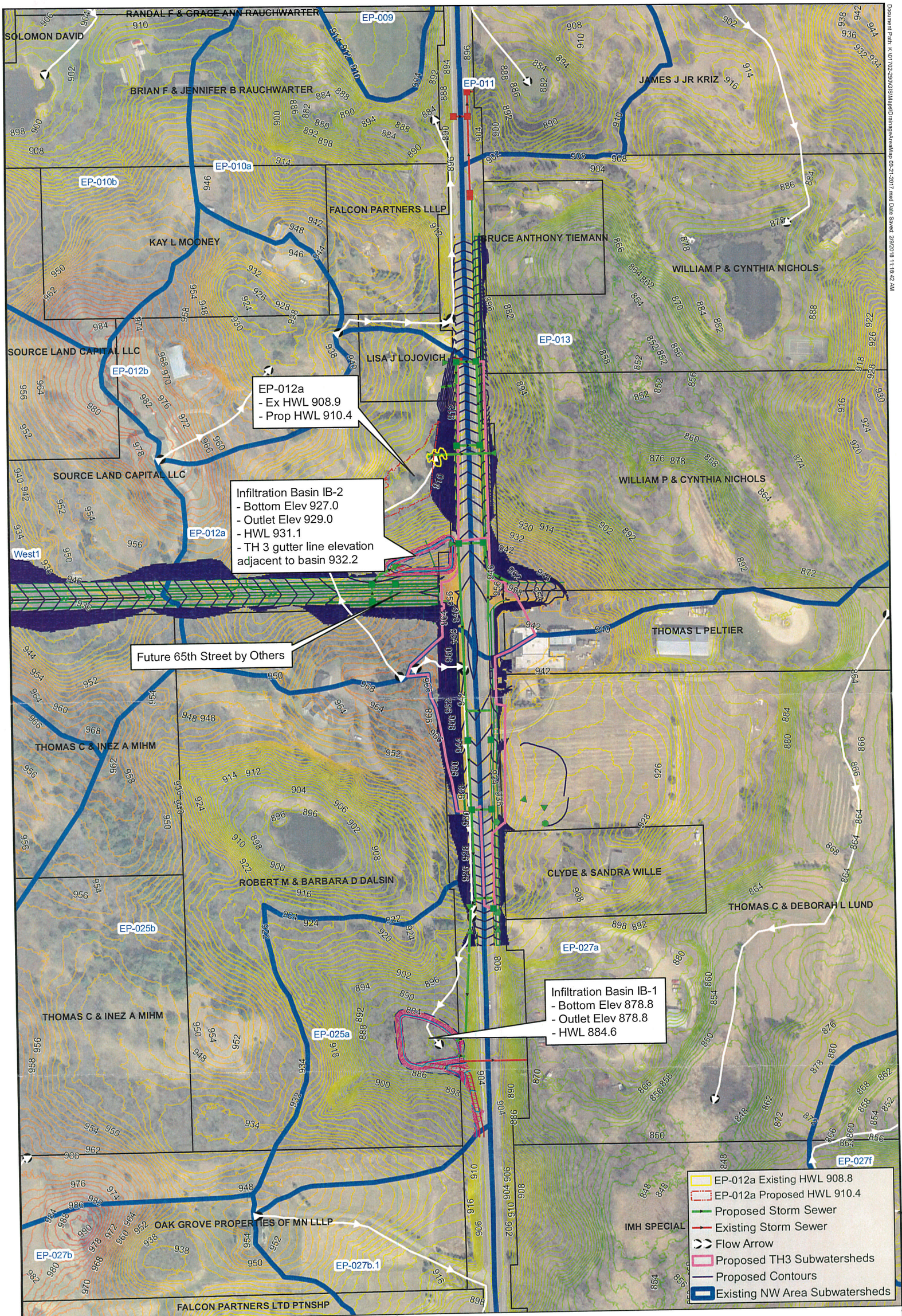


DRAINAGE ID	DRAINAGE AREA (AC)	PERVIOUS AREA (AC)	IMPERVIOUS AREA (AC)	WEIGHTED RUNOFF COEFF.	TIME OF CONCENTRATION (MIN)
5003	0.119	0.023	0.096	0.803	10
5004	0.207	0.207	0.096	0.4	10
5005	0.202	0.035	0.167	0.813	10
5006	0.216	0.105	0.111	0.657	10
5007	0.281	0.049	0.232	0.813	10
5009	0.113	0.047	0.065	0.69	10
5010	0.188	0.028	0.161	0.826	10
5012	0.26	0.057	0.203	0.79	7
5013	0.131	0.07	0.061	0.634	10
5015	0.153	0.021	0.133	0.833	7
5016	0.239	0.035	0.203	0.826	10
5018	0.029	0.005	0.025	0.819	7
5019	0.207	0.031	0.176	0.825	10
5020	0.09	0.013	0.076	0.826	7
5022	0.187	0.033	0.154	0.812	10
5023	0.104	0.045	0.059	0.685	10
5024	0.158	0.089	0.07	0.619	10
5200	3.723	3.015	0.707	0.495	20
5201	2.714	1.61	1.104	0.603	20
5202	0.148	0.03	0.118	0.799	10
5300	5.868	5.606	0.262	0.422	18

T.H. 3 & 65th St. Improvements
City of Inver Grove Heights, MN

CITY OF INVER GROVE HEIGHTS, MINNESOTA
STORM SEWER
DRAINAGE AREA MAP
S.P. 1908-88 (TH3); S.A.P 178-010-011

SHEET 1 OF 1 SHEETS



Trunk Highway 3 Improvements
S.P. 1908-88
City of Inver Grove Heights, MN
Drainage Overview Map

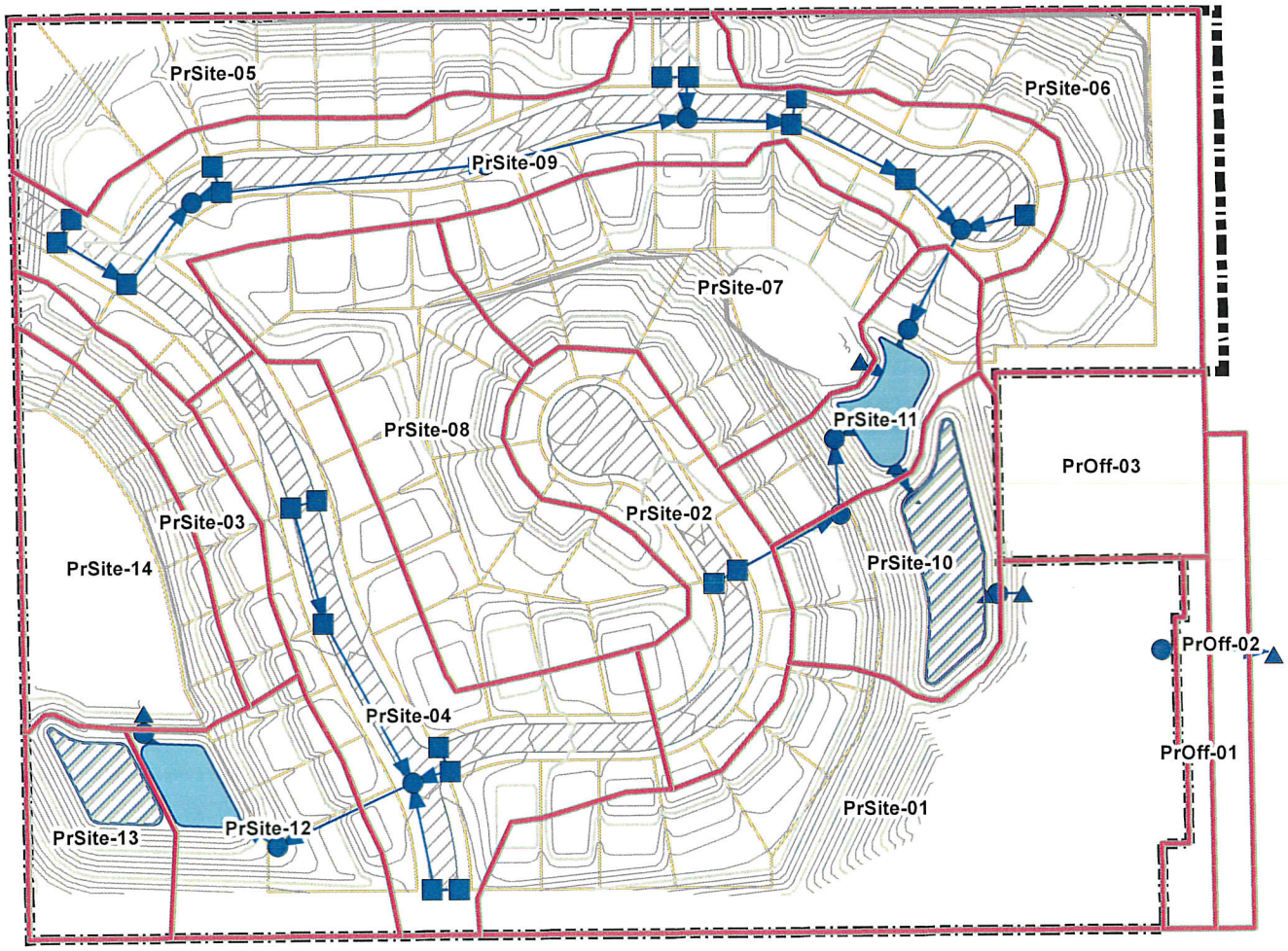
N 0 100 200 Feet

WSB

Exhibit 3

Document Path: K:\01\702-290\GIS\Maps\DrainageAreaMap 05-21-2017.mxd Date Saved: 2/9/2018 11:18:42 AM

Exhibit 4



Proposed Storm Sewer
- Catch Basin
- Flared End
- Manhole
- Pipes
- Infiltration
- Wet Pond

- Proposed Subwatersheds
- Proposed Lots
- Proposed Streets

Proposed Contours
- 10-foot
- 2-foot
- Site Boundaries

N

0 50 100 200
Feet

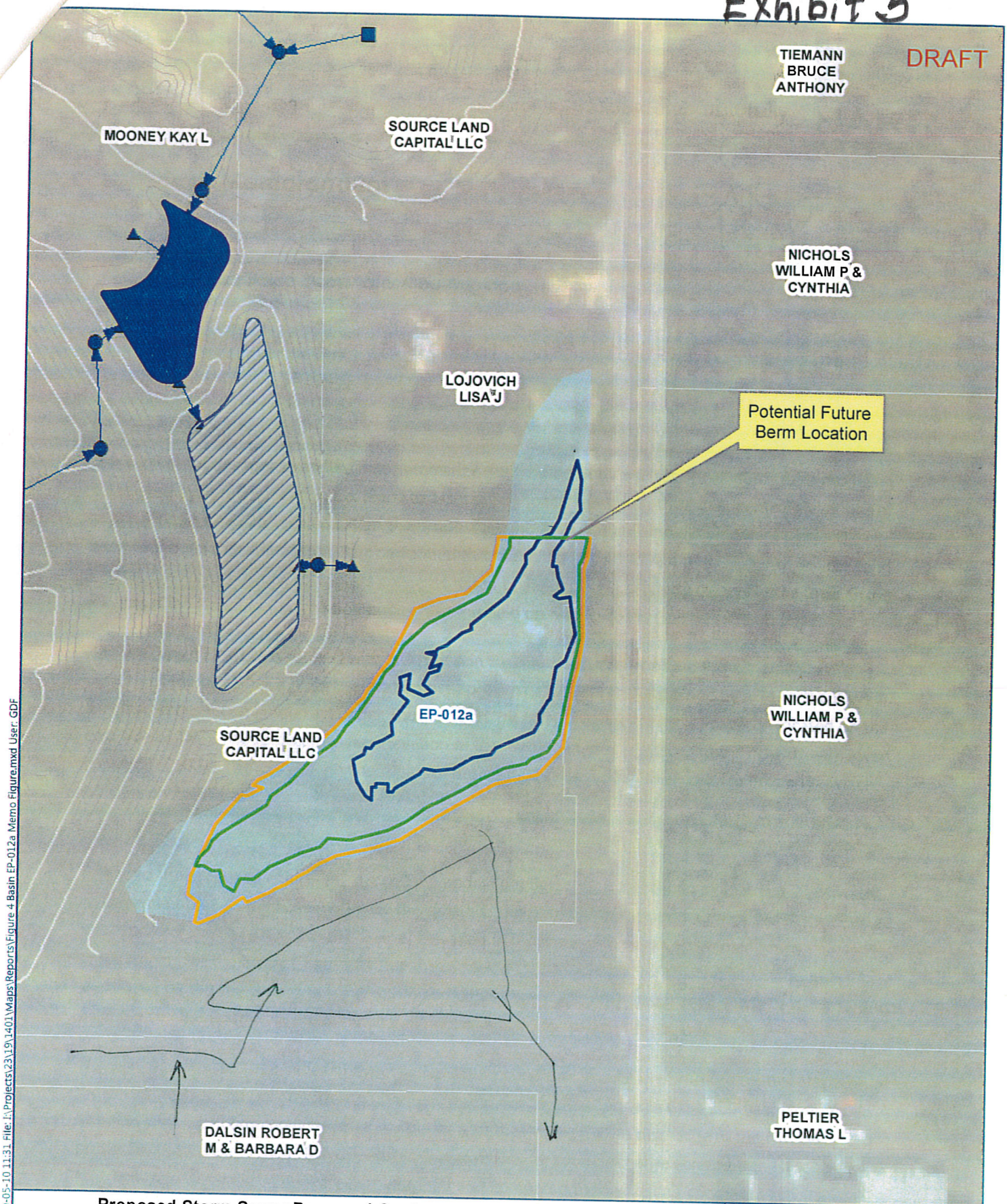
BARR

PROPOSED CONDITIONS
Windsor Ridge Stormwater Management Report
Source Land Capital

FIGURE 3-1

Barr Footer: ArcGIS 10.6.1, 2019-04-07 21:48 File: I:\Projects\23\19\1401\Maps\Reports\Figure 3-1 Proposed Conditions.mxd User: GDF

Exhibit 5



Proposed Storm Sewer
- Catch Basin
- Flared End
- Manhole
- Pipes
- Infiltration
- Wet Pond

Proposed Contours
- 10-foot
- 2-foot

- Existing 100-yr Inundation
- Elevation 911.7 Inundation
- Elevation 913.0 Inundation
- Regional Basin EP-012a (2014)

0 50 100
Feet

BARR

BASIN EP-012a
PONDING SCENARIOS
Windsor Ridge Stormwater
Source Land Capital

FIGURE 4

Footer: ArcGIS 10.6, 2019-05-10 11:31 File: I:\Projects\23\19\1401\Maps\Reports\Figure 4 Basin EP-012a Memo Figure.mxd User: GDF

* Please replace existing narrative for Source Land Capital with the attached

May 17th, 2019

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

Attached please find our updated Preliminary Plat application for the proposed residential development located at 6477 Robert Trail South (15.89 acres). There are three additional PID's that are included in this application. Additional parcels included; 20-00600-03-051 (5.22 acres), 20-00600-03-020 (6.14 acres), and 20-00600-03-034 (3.01 acres). Total gross acres in this plat application is 30.26.

Source Land Capital would like to submit this preliminary plat application for review.

Our Preliminary Plat plan focuses on the following priorities. In this revised narrative the changes from the previous version have been highlighted in yellow.

- This proposed development is located within the Northwest Area Overlay District, which is unique to its topography and stormwater management standards. We intend to maintain and enhance the natural beauty of the site as much as possible.
- Maintain and strive to meet the open space requirement for the NW Area. The varied elevations and current soil conditions have required us to get creative with the stormwater design. BARR Engineering has developed a plan that will enhance the storm water management plans. Our collective efforts will only enhance the quality of vegetation and natural elements in this area.
- BARR & Westwood Engineering have redesigned the outlet control structure that feeds the culvert located under HWY 3. This culvert has been a concern by the neighboring parcel owners, and the new structure is designed to completely hold a 100 year rain event on the Windsor Ridge site. The design also features a weir and a gate valve that will be used in extreme situations if the pond level ever needed to be reduced. Please see the attached exhibit for further design details.

- Create a beautiful, new neighborhood about which the new residents, the surrounding neighbors and the city can be proud. We have partnered with Pulte Homes to build out the site.
- Meeting the Comprehensive 2040 Land Use plan requirements for the NW Area. The parcels included in this application are all guided for Low-Medium Density Residential (LMDR), correlating to R-1C (min. 2 units/acre).
- Submitting a plan that is consistent with its surrounding neighbors, and also matches development patterns and sizing.
- Application will require a zoning change. We have included the zoning change application to R-1C/PUD.
- Early grading permit, granted once Preliminary Plat approval is attained. The early grading permit is critical for Pulte Homes to complete the site development prior to winter. Required financial securities will be in place prior to grading, along with a mutually agreed Developers Agreement.
- Answer concerns with the roadway alignment to the western parcel owner, Ace-In-The-Hole. This alignment follows the shared regional basin and also provides an adequate stub to the west. The alignment is consistent with the City of Inver Grove Heights future transportation plan. A proposed ghost plat and grading plan was also shared with Ace-In-The-Hole to show the grade challenges to tie the two parcels together. Raising/lowering the proposed road will only cause more grading issues for the adjacent parcel owner when they decide to develop. These plans have been shared with the neighboring parcel owner.
- Answer concerns with adding excess storm water volume to the shared regional basin with neighboring owner, Ace-In-The-Hole. This regional basin has always been proposed as a shared basin, for both parcel owners. The proposed volumes for the Windsor Ridge plat are within the NW Area Stromwater standards and should not impact any future development concerns with the adjacent parcel. These plans have been shared with the neighboring parcel owner.
- Optimize site grading and excess dirt. The grading plan generates an excess of roughly 40,000+/- cyds of soil. The Park and Recreation department has indicated a need for excess fill for the Heritage Valley Park. Source Land Capital/Pulte Homes would make the dirt available for the city to haul, all in coordination with the 65th improvement project. The developer/builder will require a written agreement with the city to proceed.

The new homes planned for the site will be single family two stories. Pulte intends to supply a diverse range of housing styles. Home sizes will range from 1,712 – 2,873 SqFt (excluding basements). The anticipated range of selling prices is low $400k's to mid $500k's. Some of their

model examples include the Newton, Dalton, Newberry, and Continental designs. More information on these examples can be found on their website.

NW Area – Flexibility Request

We are submitting a PUD application, which is required for all applications located within the NW Area Overlay. We have a few requests that we would like to include in our PUD Application:

- Tree Forestation:
  - 30% removal allowance, asking for 50% removal. The additional tree removal is necessary due to the significant vertical relief of the site and the ponding areas needed to meet the Northwest Area Stormwater management requirements.
  - When the City initially approved the NW Area Stormwater design it designated certain low land infiltration areas to stay as is. These areas cannot be altered or disturbed in any way during development. On top of that, the city requires a 20% set-aside for contiguous open space, and a 30% allowance for tree removal. It is impossible to develop land in the NW Area and meet all three of these requirements, while meeting the density requirement. We are asking for relief on the tree forestation so we can limit the area of disturbance and also maintain the predetermined low land/infiltration areas.

- Setbacks from Major Streets:
  - Code building setback is 40' from 65th Street. We request to allow a reduced setback listed below.
    - Lot 11, Block 3, 36' side setback from 65th Street R/W
    - Previous 50' setback variance request for Lot 5 & 6 Block 2 has been removed.
- Building Separation:
  - Code states buildings should be 20' apart. We request to allow separation of 15'. This will be accomplished with 7.5' side setbacks for non-corner lots.
- Driveway Widths:
  - Code states driveway widths should be limited to 20'. We request the flexibility to exceed 20' at the front of the home to allow for 3-car garages. Driveway widths at the street will be restricted to 20' in width.
- Cul-De-Sac Length:
  - Code states cul-de-sacs should be limited to 500' long. We request to allow longer cul-de-sac streets for flexibility in street design to better respond to the site characteristics and topography.

- Site Impervious:
    - Code states total impervious area should be a maximum of 25% of the net area. We request to allow up to 30% impervious to allow flexibility in home styles and amenities such as patios and pools.

Roads & Utility

Our plans show an entrance connection to be made at the future 65th and Agate Trail. Discussions with city staff and WSB have occurred and utility connections (water and sewer) will be stubbed to service the site at this connection. Source Land Capital will be required to amend the settlement agreement (Article 2c), but agree that the installation of utility connections will be at the expense of the developer. Agate Trail will serve as the community collector road, stubbing to the west property line. We have also included a neighborhood collector road, subbing to north property line. The proposed plans meet the 2030 comprehensive North West Area Street Plans.

Thank you in advance for your consideration.

Best regards,

Patrick Hiller
Source Land Capital

Add to Item 3.01 re: Source Land Capital

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

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

May 21, 2019

VIA EMAIL and U.S. MAIL

City of Inver Grove Heights
Attn: Thomas J. Kaldunski, P.E., City Engineer
8150 Barbara Avenue
Inver Grove Heights, MN 55077
Tkaldunski@invergroveheights.org

City of Inver Grove Heights
Attn: Scott Thureen, Public Works Director
8150 Barbara Avenue
Inver Grove Heights, MN 55077
SThureen@invergroveheights.org

City of Inver Grove Heights
Attn: Allan Hunting, City Planner
8150 Barbara Avenue
Inver Grove Heights, MN 55077
AHunting@invergroveheights.org

RE: *Source Land Capital: Windsor Ridge / Preliminary Plat and PUD, Rezoning*
Our File No. 15991-39709

Dear Messrs. Thureen, Kaldunski and Hunting:

As you know, this office serves as legal counsel to William and Cynthia Nichols. I understand that in response to my letter dated May 7, 2019 and the report from my client's consulting engineering, Alliant Engineering, that the developer has submitted a new stormwater engineering plan for their development. My client still has concerns with the revised plans and believes that additional engineering work is necessary prior to any approval.

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Matthew J. Schaap
Lauri Ann Schmid
Brian J. Wisdorf[1]
Ryan J. Bies
William M. Topka
Anna M.W. Gunderson
Pa Houa Vue
Jeffrey D. Metcalf
Laura L. Brooks
Molly P. Davy
Michael E. Molenda (Ret.)

Clark Wicklund of Alliant Engineering has reviewed the Barr Engineering Report and has the following comments that should be considered by the City and its consulting engineers:

1. The revised Barr report and design proposes to retain any and all runoff up to and including the 100 year – type II 24 hour rainfall event, which results in a high water level of 914.2 feet. Anything greater will exceed the pond capacity assuming the basin is empty (or at the proposed normal water level of 910.2) before the next rainfall event occurs.

    a. How does the basin get drawn down between rain events?

    b. Typical draw down times (if infiltrating) are 48 hours to preserve plant material. The Barr report references a draw down time of 135 hours.

    c. If not drawn down between events in a reliable manner, basins generally become sealed with vegetation (leaf litter, grass clippings). If sealed the water level will continue to rise and ultimately establish a new normal water level at or near the high water elevation. With no storage remaining within the basin all rainfall events will be conveyed downstream.

2. A 100 year high water level of 914.2 will backflow into the MnDOT storm sewer network in Hwy 3. Catch basin 5026 has a rim elevation of 915.59.

    a. The capacity of the MnDOT drainage system will be reduced.

    b. The MnDOT drainage system may freeze and not be available to receive runoff.

    c. Catch basin 5026 may surcharge and discharge onto Hwy 3 if the basin becomes sealed and the normal water level increases.

3. The pond will occupy a significant portion of the "Undisturbed Open Space" area.

    a. The open space calculations should be recalculated considering the pond.

    b. The two existing wetlands in the area of the proposed pond will be impacted and most likely exceed Northwest Area Criteria referenced in the Barr report.

Based on the above analysis, we believe that additional engineering work is necessary prior to consideration for any approval for this project. Please have this letter delivered to the Planning Commission members. Thank you for your attention to this matter.

Very truly yours,

Robert B. Bauer

RBB/kmw

cc: William and Cynthia Nichols
Timothy Kuntz, City Attorney
Jay Karlovich, Assistant City Attorney
George Tourville, Mayor
Tom Bartholomew, City Councilmember
Rosemary Piekarski Krech, City Councilmember
Kara Perry, City Councilmember
Brenda Dietrich, City Councilmember

SOURCE
LAND CAPITAL

October 16th, 2019

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

Attached please find our revised Preliminary Plat application for the proposed residential development located at 6477 Robert Trail South (15.89 acres). There are three additional PID's that are included in this application. Additional parcels included; 20-00600-03-051 (5.22 acres), 20-00600-03-020 (6.14 acres), and 20-00600-03-034 (3.01 acres). Total gross acres in this plat application is 30.26.

Source Land Capital would like to submit this preliminary plat application for review.

Our Preliminary Plat plan focuses on the following priorities. In this revised application the changes from the previous version have been highlighted in yellow.

- This proposed development is located within the Northwest Area Overlay District, which is unique to its topography and stormwater management standards. We intend to maintain and enhance the natural beauty of the site as much as possible.
- Maintain and strive to meet the open space requirement for the NW Area. The varied elevations and current soil conditions have required us to get creative with the stormwater design. Barr Engineering Co. has developed a plan that will enhance the storm water management plans. Our collective efforts will only enhance the quality of vegetation and natural elements in this area.
- To meet the NW Area Stormwater Management plans, Westwood and BARR Engineering have developed a revised plan to meet volume/rate control for the proposed site. Here are a few examples of the added features to the plans:
    - Water Re-Use Systems (in both the SE & SW basins – managed by HOA & added to the Stormwater Management Agreement w/ City of IGH)
    - Added Infiltration BMP's (6 new locations from previous submitted plan)
    - Rock Trench along Agate Trail (725 LF – 4' x 5' Wide)

18215 45TH AVE NORTH, SUITE D, PLYMOUTH, MINNESOTA 55446 * P. 763.551.0100

    - Added Berm in Regional Basin #EP-012A (designed to hold water in large snowmelt events, and reduce the rate at which the water exits the site during summer events)
    - Controlled Gate Valves added to Infiltration Basins (providing variable control)
- The revised plans have been shared with city staff, Brett Emmons with EOR, and Mr. Nichols.
- The revised plans have not been approved by MnDOT, but they have informally agreed that the concept plans meet their standards. Source is requesting Preliminary Plat Approval, with a condition of final approval from MnDOT. The condition shall be removed during the final plat application, or once approval is granted.
- Create a beautiful, new neighborhood about which the new residents, the surrounding neighbors and the city can be proud.
- Meeting the Comprehensive 2040 Land Use plan requirements for the NW Area. The parcels included in this application are all guided for Low-Medium Density Residential (LMDR), correlating to R-1C (min. 2 units/acre).
- Submitting a plan that is consistent with its surrounding neighbors, and also matches development patterns and sizing.
- Application will require a zoning change. We have included the zoning change application to R-1C/PUD.

The new homes planned for the site will be single family two stories. Home sizes will range from 1,712 – 2,873 SqFt (excluding basements). The anticipated range of selling prices is low $400k's to mid $500k's.

NW Area – Flexibility Request

We are submitting a PUD application, which is required for all applications located within the NW Area Overlay. There are a few requests that we would like to include in our PUD Application:

- Open Space Disturbance:
    - The updated plans show an added berm to the SE basin. The berm is required to maintain the stormwater rate/volume run off standards. Within the berm, a proposed gate valve will allow variable rate control.
    - Source is requesting that the proposed berm not be considered within the natural disturbance area calculation. It should also be added into our agreement with the City of Inver Grove Heights.
- Tree Forestation:

- 30% removal allowance, asking for 50% removal. The additional tree removal is necessary due to the significant vertical relief of the site, added BMP's, and the ponding areas needed to meet the Northwest Area stormwater management requirements.

- Relief on Discharge Rates for regional basin #EP-010b
  - Elevation challenges result in an increased discharge rate for the 2yr and 10yr events.
  - The proposed rate increases are minimal, but do exceed the standard as demonstrated in the stormwater report.
- Setbacks from Major Streets:
  - Code building setback is 40' from 65th Street. We request to allow a reduced setback listed below.
    - Lot 11, Block 3, 36' side setback from 65th Street R/W
- Previous 50' setback variance request for Lot 5 & 6 Block 2 has been removed. Building Separation:
  - Code states buildings should be 20' apart. We request to allow separation of 15'. This will be accomplished with 7.5' side setbacks for non-corner lots.
- Driveway Widths:
  - Code states driveway widths should be limited to 20'. We request the flexibility to exceed 20' at the front of the home to allow for 3-car garages. Driveway widths at the street will be restricted to 20' in width.
- Cul-De-Sac Length:
  - Code states cul-de-sacs should be limited to 500' long. We request to allow longer cul-de-sac streets for flexibility in street design to better respond to the site characteristics and topography.
- Site Impervious:
  - Code states total impervious area should be a maximum of 25% of the net area. We request to allow up to 30% impervious to allow flexibility in home styles and amenities such as patios and pools.

Roads & Utility

Our plans show an entrance connection to be made at the future 65th and Agate Trail. Discussions with city staff and WSB have occurred and utility connections (water and sewer) will be stubbed to service the site at this connection. Source Land Capital will be required to amend the settlement agreement (Article 2c), but agree that the installation of utility connections will be at the expense of the developer. Agate Trail will serve as the community

collector road, stubbing to the west property line. We have also included a neighborhood collector road, subbing to north property line. The proposed plans meet the 2030 comprehensive North West Area Street Plans.

Thank you in advance for your consideration.

Best regards,

Patrick Hiller
Source Land Capital

RECEIVED
JUL 12 2019

Dear

I have so many things to discuss, but I will try to stay focused on saving the OAK trees.

Inver Grove Heights really doesn't have as many as you might think, much of the undeveloped is junk trees (Black locust, boxelder, elms, willow, poplar cottonwood etc)

You're at a time of great decision about the Jewel of IGH, the NW area.

The property at 6477 So Robert Trail is coming up for a vote, and is short on the tree count and yet with the costs of retaining walls, logging and bulldozing is still hell bent to destroy about 4 acres of the most beautiful 100+yr OAKS in I.G.H.

These OAKS are at the NE Corner of the project & which require special Setbacks.

These OAKS are the old Ker's Korner & some of the Mooney properties,

Lots are worth 3-4 times the regular value with Mature trees on them.

In Sunfish Lake they're getting a million plus for 2½ Acres.

Inver Grove Heights Claims to be such a Green City yet all this new ugly development in NW area is anything but, is this what you want on your watch?

You're Newsletters talk about Tourism, yet we are doing everything to destroy the Landscape Which attracted people to I.G.H.

When will we do the right thing?

Some land can still be Saved NOW!

memo

Project Name |	Windsor Ridge Development
Date |	10/24/19
To / Contact info |	Tom Kaldunski IGH
Cc / Contact info |	Greg Fransen, Barr Engr.
From / Contact info |	Brett H. Emmons, PE EOR Christian Burnson, PE EOR
Regarding |	Review of Preliminary Stormwater Management Report, Windsor Ridge PUD Preliminary Plat - DRAFT

Review of Stormwater Management Report for Windsor Ridge PUD

The City of IGH requested that EOR review the submittal for Windsor Ridge to comment on compliance with the stormwater standards. This memo is an update of the 6/13/19 memo and contains engineering review comments on the plans and hydrologic calculations prepared by Barr Engineering on behalf of Source Land Capital, project owner, and Westwood Engineering for the preliminary permit submittal for the proposed Windsor Ridge development to be located within the City of Inver Grove Heights Northwest Area (NWA).

Items reviewed include:

- Windsor Ridge Preliminary Plat, Westwood, dated 04/08/19, revised 10/18/19.
  - Sheet 04 – Preliminary Grading Plan
  - Sheet 05 – Preliminary Overall Utility Plan
- Windsor Ridge Stormwater Report including soil boring logs and hydrometer test results. prepared by Barr Engineering, October 2019.
- HydroCAD models received from Barr engineering on 10/18/19. (Updated model on 10/23/19)

The items listed above were reviewed for conformance with the Inver Grove Heights Northwest Area Stormwater Ordinances and Manual. Per Ordinance 10-13J-5H, the stormwater manual is fully incorporated by reference into the Stormwater Management Ordinance for Planned Unit Development in the Northwest Area Overlay District (City of Inver Grove Heights, §10-13J-5.H.5).

This review is an additional review step of a city-approved stormwater consultant (on behalf of the landowner, in this case), and is a high-level review to address main areas of most importance and areas of typical concern in NWA reviews. As the consultant is versed in the city's standards and works on behalf of the city, we did not review every detail of the submittal. Some items raised questions, so those areas were reviewed in more detail and are discussed below.

Distributed-LID Stormwater Management Approach

☐Meets the intent of the NWA Standards

☒Some clarifications and/or revisions required

☐Does not meet the intent of the NWA Standards

The primary objective of the stormwater management approach outlined in the NWA stormwater standards (included in the City Ordinances and NWA Manual) is to preserve and mimic the hydrologic

function of the landscape, providing sustainable capacity in natural depressions. This includes the natural/regional basins which serve as the backbone of volume control, and the landlocked system. The existing hydrology also includes low runoff landscapes which are part of the sustainable nature of the natural/regional basins. Together, these provide flood protection for the Northwest Area. This balance of retaining water with natural/regional basins in concert with low runoff landscapes has a known track record of maintaining a landlocked landscape since the glaciers last formed this area thousands of years ago.

Using Integrated Stormwater Design Principles, Better Site Design (BSD) and Low Impact Development (LID) Techniques, development impacts are to be mitigated on site, leaving the natural basin intact for additional flood protection and infiltration. This design approach is characterized by keeping and treating rainwater close to where it falls ("at the source"), decentralization of runoff collection, and site plans that address local natural resources (Chapter 1, NWA Stormwater Manual).

The preliminary proposed stormwater management plan that was reviewed by EOR in June of 2019 for the Windsor Ridge development was a much more traditional, centralized drainage system. The revised stormwater management plan and PUD drawings included several additional stormwater infiltration BMPs located at the back of the residential lots and included a rock trench to be located under the sidewalk adjacent to Agate Trail. The exact location of rock trench has not been noted on the plan but is shown schematically on the drainage figures included in the Windsor Ridge Stormwater Report dated October 2019.

Comments:

1. Additional distributed stormwater practices have been incorporated into the latest iteration of the plan. Some soils documentation is missing (as discussed later in this memo) and the exact location of the rock trench under the sidewalk adjacent to Agate Trail and construction details are missing from the PUD submittal drawings.
2. New developments should use LID stormwater treatment techniques to treat at least 50% of stormwater runoff volume in the post-construction setting. Quantify/verify that 50%+ of the 5-yr volume control is via distributed practices in the stormwater management report. (see #3 below.)
3. Re-use is accepted as distributed practice. Please include the volume of water that is re-used to take credit for volume control and percentage of LID practices utilized at the site.

Volume Control

☒ Proposed stormwater management achieves the 5-year volume control standard

☒ Some clarifications and/or revisions needed regarding volume control

☐ Proposed stormwater management does not achieve the 5-year volume control standard

Per City Ordinance 10-13J-5.H.1, all development in the northwest area overlay district shall be designed such that post development runoff volumes are treated with volume control BMPs to match predevelopment runoff volumes for the 5-year 24-hour rainfall event. This applies to all developed areas. The proposed stormwater management appears to meet the 5-year volume control on-site for many portions of the lots. The addition of infiltration area BMPs to treat house roofs, and back and side yards and the addition of the rock trench along Agate Trail seem to infiltrate and detain onsite

runoff from developed areas so that the required 5-yr volume is met. There remains some question to the soil boring data that is used to support the use of the infiltration rates used in the HydroCAD model.

Comments:

1. Confirm 5-year volume control standard is met after providing further borings information and modifying infiltration rates.

Soils Info for Infiltration Rates

☐ Proposed stormwater management utilizes appropriate soil infiltration rates
☒ Some clarifications and/or revisions needed soil infiltration rates used in stormwater modeling
☐ Soil infiltration rates are not adequately supported by soils data

Generally, infiltration BMPs are used in the HydroCAD modeling for the Windsor Ridge development match soils infiltration rates that are indicated in the Hydrologic Soil Group (HSG) mapping. However, a number of the stormwater BMPs in the proposed stormwater management system appear to infiltrate stormwater in layers that contain silty sand (SM) materials. When this occurs, additional investigation via hydrometer test should be performed according to the 2008 EOR memo 'Inver Grove Heights NWA Stormwater Manual, Supplemental guidance on Infiltration Rate Table (8.28) PUD Application.'

However, in several areas there appear to be soil layers that are more permeable and better suited for infiltration at varying depths that would meet the infiltration needs, and the practices should be built to connect to these more favorable layers. In some cases, soils data is missing in other areas. Notably, there are soils data missing from 4 infiltration area BMPs and additional boring data that is needed for the rock trench. Although not standard practice, EOR is generally comfortable most of the infiltration rates used in the modeling as they appear to incorporate an appropriately conservative infiltration rate. A table summarizing infiltration and soils data is included with this memo as Windsor Ridge Infiltration Rate & Soils Data Summary.

Comments:

1. More permeable and better suited for infiltration layers exist at varying depths that would meet the infiltration needs, and the practices should be built to connect to these more favorable layers. See attached Infiltration Rate & Soils Data Summary table.
2. Soils data is missing from 4 infiltration area BMPs and the full length of the rock trench
    a. Additional boring data where it is not available, that confirms infiltration rates, needs to be provided for final approval.
    b. If the assumed modest infiltration rates are not met in the BMPs that lack soils info, then the project would use roadside raingardens, or equivalent treatment to meet the 5-yr volume standards.

Regional Basins

☒ Regional Basin Management Standards satisfied

☐Some clarifications and/or revisions needed
☐Does not meet the intent of the NWA Manual

Regional basin performance in the NWA manual is defined as such:

Regional basins with Flex (F) designation, as occur on this site, can be modified as long as the storage and volume control capacity are retained (similar soils and basin geometry). In this case, one basin EP-12b (F) is combined with EP-12a (F), and since the soils in the area, based on borings only in the bottom, are not favorable, the development will use the novel approach of reuse for irrigation of green space to meet the volume control standards, which is acceptable.

Comments:

1. Submit the comparison confirming storage volumes of pre and post project Regional basins is preserved (as suggested in e-mail correspondence).
2. Provide a final plan, acceptable to the city, for the spring operation to address regional basin storage recovery in EP-12a(F) until reuse can be implemented. Alternatives discussed, but need not be limited to, include:
    a. Add drain tile exfiltration system along edges/shoulder of reginal basin EP-12a (F) if favorable/permeable materials are present.
    b. Provide connection to south storm sewer system if additional retention can be accommodated in depressions to the south.

Wetlands

☐Meets the NWA standard for Wetland Management
☒Some clarifications and/or revisions required
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Two wetlands are located within or partially within the project boundary (Table 1).

Table 1. Wetlands located within/partially within the proposed project boundary.

Wetland ID	Management Classification	Required Buffer (ft)	100 –year Bounce Elevation[1]	Structural Setback from Edge of Buffer
QP-5	3	20	No requirement	10'
EP-12b	TBD	≥ 15	TBD	10'

[1]100-year, 24 hour rainfall event, Atlas 14 depth (7.43")

Comments:

1. Show the wetland buffer and setback for QP-5 and EP-12b (if applicable) on the grading and drainage and stormwater plans.
    a. Confirm no grading is proposed within a 20-foot buffer from the wetland in QP-5.

Existing & Proposed Hydrology

☒ Hydrologic modeling is consistent with guidance in the NWA Manual
☐Some clarifications and/or revisions needed regarding hydrologic modeling
☐ Hydrologic modeling is NOT consistent with guidance in the NWA Manual

Catchment delineations, CN assignments, and Tc values are consistent with guidance in the Chapter 9 of the NWA manual and Section 9-5-8 of the City Code. Rainfall events have been modeled using Atlas-14 Precipitation-Frequency and storm distribution updates.

Comments:

1. Land cover for several catchments includes area of amended soils. Curve number assignment at the natural values for these areas should not be approved until a soil amendment and restoration specification has been submitted and reviewed/approved for final plat.

Pretreatment Standard

☒ Proposed pretreatment is consistent with guidance in the NWA Manual
☒Some clarifications and/or revisions needed regarding proposed pretreatment
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Proposed pretreatment for those areas that are treated (not all areas are treated with volume control) consists of two sedimentation ponds. Disconnection of impervious surfaces is also discussed. The Pretreatment BMPs for centralized drainage systems must provide pretreatment to 85% TSS removal (Figure 7.1 Stormwater NWA manual). The pretreatment ponds for the Southwest and North-Central infiltration basins appear to meet this requirement, but modelling support information is requested.

Comments:

1. Please provide P8 modeling reports for pretreatment pond BMPs. Appears to meet standards.

Peak Rate Control Standard

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Some peak rates exceed the predevelopment levels and should be addressed. Once regional basin, infiltration rate, and volume control issues are addressed, peak rates can be evaluated again. The system lied in a landlocked areas so peak rate discharge is not as important as volume control issues for the development. The site should be evaluated for increased and additional erosion control measures as discharge from the site leaves via steep slopes.

Comments:

1. Modify BMP outlets to meet rate control, or provide detailed plan and additional erosion control measures as discharge from the site leaves via steep slopes to prevent erosion and protect off-site Regional basins.

Flood Levels and Low Floor Elevations

Low floors were not evaluated at this time. Once the critical 100-yr events have been added to the report and any other changes made, low floor elevations should be checked. Freeboard requirements for low floors are listed in Table 2.

Table 2. Freeboard requirements for regional basins, Windsor Ridge PUD.

Basin ID	Overflow Category	Low Floor Elevation
EP-012a (F)	1	**Elevation TBD based on final design** (Maximum of HWL + 2 ft OR NOF + 1 ft)
EP-012b	1	
QP-5	2	936.5 feet (HWL + 6 feet)
All Basins	Back-to-back 100 year HWL + 1 for protection of structures	

Conditions of Approval

Based on EOR's review, the plans and documentation reviewed in the memo show that the Windsor Ridge Development should be at a point where it can be approved with conditions. The comments listed in this memo should be addressed before final plat approval and monitored as construction proceeds. Conditions that need special attention as part of follow up and approvals are as follows:

1. Confirm 5-year volume control standard is met after providing further borings information and modifying infiltration rates.
2. More permeable and better suited for infiltration layers exist at varying depths that would meet the infiltration needs, and the practices should be built to connect to these more favorable layers. See attached Infiltration Rate & Soils Data Summary table.
3. Soils data is missing from 4 infiltration area BMPs and the full length of the rock trench
    a. Additional boring data where it is not available, that confirms infiltration rates, needs to be provided for final approval.
    b. If the assumed modest infiltration rates are not met in the BMPs that lack soils info, then the project would use roadside raingardens, or equivalent treatment to meet the 5-yr volume standards.
4. Provide a final plan, acceptable to the city, for the spring operation to address regional basin storage recovery in EP-12a(F) until reuse can be implemented. Applicant has suggested a few alternatives that have merit and a final plan should be confirmed.

Do we have to go to a State Park to see a large tree?!!

These developers come and go and really could care less about Inver Grove or the character of it.

They planted Ash trees for years & years because they were the cheapest, now where will we be for canopy cover as the Ash bore invades?

The city of Eagan spent all that money to move the Lone OAK & have it eventually die, & yet we have them & cut em down.

Go look & be in this woods - it's not the same to look on a Map of Paper work then to go in it & commune with the creator.

I know (I'm a realist) you can't work around every Tree, but the cost the Plymouth developer paid for the property is far less than the $188,000 owed to the tree fund.

only being short a lot or Two will be greatly made up over all by leaving the beautiful OAKS and receiving Four times the lot sale.

The culdasac can be shifted.

No one in I6H is going to tell you how great the NW area looks after developed if we keep going the same way like Target area & Denevicks properties.

We can't get the beauty for I6H back if good decisions aren't made now.

Thank you Kevin Huebscher (651) 808 3849

AGENDA ITEM NO. 7J - SOURCE LAND
City Engineer Review

MEMO

CITY OF INVER GROVE HEIGHTS

DATE: October 24, 2019

TO: Allan Hunting, City Planner

FROM: Thomas J. Kaldunski, City Engineer TJK

SUBJECT: Windsor Ridge Development
Updated Stormwater Management Plan for Preliminary Plat Approval

This summary has been prepared to address issues discussed by the City Council regarding the preliminary plat approval considered by the Council at their May 28, 2019 meeting. The Engineering Division supports the preliminary plat approval of Windsor Ridge and the updated stormwater management plan, dated October 7, 2019 with the conditions outlined in the review received by the City on October 24, 2019 by EOR.

Background

The City of Inver Grove Heights has been utilizing the landlocked regional basin in the Northwest Area (NWA) for about 20 years. A grassroots review in the early 2000s resulted in a plan to utilize the regional basins to establish the NWA Stormwater Manual (first draft 2004 by EOR). This plan promotes the use of existing regional basins as opposed to a multi-million-dollar storm sewer outfall system to the Mississippi River. The City has updated the NWA Stormwater Model many times over the years. The most recent model of the basins is the August 2018 (Exhibit 1 – Robert Watershed Corridor Regional Basin Map) 4th Generation Water Resources Plan which has been incorporated into the City's 2040 Comprehensive Plan.

The City has a 20-year successful implementation of the NWA Stormwater Model. The NWA Stormwater Plan has been successfully implemented to manage stormwater runoff in extreme events, such as the current wet cycle from June 2014 (13" rain) to fall 2019 (record snowfall and annual precipitation). This track record provides the City with a history that supports the 4th Generation Water Resources Plan and the City should continue following this comprehensive plan.

Discussions of the May 28, 2019 Council Meeting

The City Council reviewed the proposed preliminary plat and May 15, 2019 Stormwater Management Plan for the Windsor Ridge. Testimony was presented by various interested parties that is reflected in the Council meeting minutes.

The City Council provided direction for further review of the Stormwater Management Plan. The City Council specifically requested that its consulting engineer, EOR, work with the City Engineer and development team to ensure the Stormwater Management Plan meets the NWA standards.

Overview of the Updated Stormwater Management Plan

There has been a detailed review by the developer's team and the City staff (includes City Engineer and EOR) of a modified Stormwater Management Plan. Attached is a color figure titled, 'Water Reuse and BMP Exhibit, dated October 7, 2019' along with three figures prepared by Barr Engineering. These figures and exhibits illustrate the developer's updated plans. New BMPs that have been added include:

1. Green line on Exhibit – Illustrates a rock infiltration trench in the boulevard along Agate Trail to promote additional infiltration

2. Blue Area – illustrates a Stormwater Reuse Area that will collect stormwater and utilize a pump and piping system to irrigate the area shown in blue. Similar reuse facilities have been constructed in Argenta Hills and Blackstone Ponds, and they have been successfully used for several years.

3. Red Area – Illustrates a Stormwater Reuse Area that will irrigate the slopes of the red area

4. Pink BMPs – there are five BMPs being added to the Stormwater Plan. These are typical raingarden areas to promote infiltration

Review by City Engineer and EOR (City Consultant)
The City and EOR have worked closely to complete the review of the updated plan. The current preliminary plan could be approved subject to conditions outlined in EOR's October 24, 2019 review document (attached). EOR and the City Engineer recommend approval of the preliminary plat with the conditions outlined by EOR and summarized here:

1. Developer must confirm five-year volume control standard is met after providing further borings and modifying infiltration rates.

2. More permeable and better suited soils for infiltration layers exist at varying depths that would meet the infiltration needs, and the practices should be built to connect to these favorable layers. See attached infiltration rate and soils data summary table.

3. Soils data shall be provided from four infiltration area BMPs and along the full length of the rock trench.
   a) Additional boring data that confirms infiltration rates shall be provided by the Developer
   b) If assumed modest infiltration rates are not met, then the project would use additional roadside raingardens, or equivalent treatment to meet the five-year volume standards.

4. The Developer shall provide a final plan, acceptable to the City for spring operations to address reginal basin storage recovery in the SE pond (EP-12a(F)) until stormwater reuse can be implemented. The Developer has suggested several alternatives such as perforated tile into the banks or other BMPs that will be outlined in the final plans.

5. A MnDOT Drainage Permit as necessary to meet MnDOT requirements.

All conditions of approval listed in the EOR and City Engineer's documents shall be met with the final design plans. These conditions will provide a Stormwater Management Plan for Windsor Ridge Development meeting the City's NWA standards. Minimum required for compliance with the NWA standards includes the following:

1. A stormwater volume reduction is required for the five-year event (3.6" rain) which will reduce the runoff from new impervious surfaces. This requirement is typically met using infiltration practices. Some time filtration practices are considered with poor draining soils. This helps ensure that the post-development runoff is equal or less than the pre-development runoff for the five-year event.

2. Stormwater flow rates for the two-year, ten-year and 100-year events are to be managed to ensure post-development runoff rates are less than or equal to pre-development runoff rates to meet the NWA standards.

3. Fifty percent of the pre-treatment (infiltration or filtration) for improved water quality of stormwater is to occur in the upland areas of the development.

The approved Stormwater Management Plan will meet the NWA standards listed above when all the conditions are met and the City Engineer stamps and approves the final construction plans.

The results of the Developer's Updated Stormwater Management Plan meet or exceeds the City's NWA standards.

The Engineering Division recommends approval of the Windsor Ridge preliminary plat based upon the updated Stormwater Plan.

The City should continue following its 2040 Comprehensive Plan based upon the NWA Stormwater Plan (4th Generation).

TJK/kf
Attachments: EOR Review Memo dated October 24, 2019
Water Reuse and BMP Exhibit, October 7, 2019
Figure 1 – Barr Stormwater Management Overview, dated October 11, 2019
Figure 2 – Barr Existing Drainage Area Map 1, dated October 11, 2019
Figure 3 – Barr Proposed Drainage Areas Map, dated October 11, 2019

memo

Project Name |	Windsor Ridge Development
Date |	10/24/19
To / Contact info |	Tom Kaldunski IGH
Cc / Contact info |	Greg Fransen, Barr Engr.
From / Contact info |	Brett H. Emmons, PE EOR Christian Burnson, PE EOR
Regarding |	Review of Preliminary Stormwater Management Report, Windsor Ridge PUD Preliminary Plat - DRAFT

Review of Stormwater Management Report for Windsor Ridge PUD

The City of IGH requested that EOR review the submittal for Windsor Ridge to comment on compliance with the stormwater standards. This memo is an update of the 6/13/19 memo and contains engineering review comments on the plans and hydrologic calculations prepared by Barr Engineering on behalf of Source Land Capital, project owner, and Westwood Engineering for the preliminary permit submittal for the proposed Windsor Ridge development to be located within the City of Inver Grove Heights Northwest Area (NWA).

Items reviewed include:

- Windsor Ridge Preliminary Plat, Westwood, dated 04/08/19, revised 10/18/19.
  - Sheet 04 – Preliminary Grading Plan
  - Sheet 05 – Preliminary Overall Utility Plan
- Windsor Ridge Stormwater Report including soil boring logs and hydrometer test results. prepared by Barr Engineering, October 2019.
- HydroCAD models received from Barr engineering on 10/18/19. (Updated model on 10/23/19)

The items listed above were reviewed for conformance with the Inver Grove Heights Northwest Area Stormwater Ordinances and Manual. Per Ordinance 10-13J-5H, the stormwater manual is fully incorporated by reference into the Stormwater Management Ordinance for Planned Unit Development in the Northwest Area Overlay District (City of Inver Grove Heights, §10-13J-5.H.5).

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Comments:

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Comments:

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[1]100-year, 24 hour rainfall event, Atlas 14 depth (7.43")

Comments:

1. Show the wetland buffer and setback for QP-5 and EP-12b (if applicable) on the grading and drainage and stormwater plans.
    a. Confirm no grading is proposed within a 20-foot buffer from the wetland in QP-5.

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Conditions of Approval

Based on EOR's review, the plans and documentation reviewed in the memo show that the Windsor Ridge Development should be at a point where it can be approved with conditions. The comments listed in this memo should be addressed before final plat approval and monitored as construction proceeds. Conditions that need special attention as part of follow up and approvals are as follows:

1. Confirm 5-year volume control standard is met after providing further borings information and modifying infiltration rates.
2. More permeable and better suited for infiltration layers exist at varying depths that would meet the infiltration needs, and the practices should be built to connect to these more favorable layers. See attached Infiltration Rate & Soils Data Summary table.
3. Soils data is missing from 4 infiltration area BMPs and the full length of the rock trench
    a. Additional boring data where it is not available, that confirms infiltration rates, needs to be provided for final approval.
    b. If the assumed modest infiltration rates are not met in the BMPs that lack soils info, then the project would use roadside raingardens, or equivalent treatment to meet the 5-yr volume standards.
4. Provide a final plan, acceptable to the city, for the spring operation to address regional basin storage recovery in EP-12a(F) until reuse can be implemented. Applicant has suggested a few alternatives that have merit and a final plan should be confirmed.

Table Error! No text of specified style in document.**-1 Windsor Ridge Infiltration Rate & Soils Data Summary**

Stormwater Node ID	Practice Description	Proposed Grade (ft)[1]	Nearest Soil Borings[2]	Soil/Boring Profile[2]	Design Infiltration Rate[3] (in/hr)			Comment
					Proposed HydroCAD	Snowmelt HydroCAD	IGH Guidance	
P-09-SW (Combination)	SW Combination Wet/Infiltration Pond	930	SB-10	SM 929.5 – 928 feet SP-SM 928 – 924 feet SM 924 – 921 feet, 27% silt, 12% clay SP 921 – 919 feet	0.1	0	<0.2 0.8	Excavate basin to SP (or SP-SM) soil layer to take advantage of permeable layers. Nearby soil borings SB-10, -11, & -12 (1/23/2019), under location of proposed wet pond, indicate better SP soils (associated with infiltration rate of 0.8 in/hr). Locations of infiltration area and wet pond should be swapped.
			SB-6[5]	SM 933.5–927.5 ft, 13.5% silt, 13.3% clay SP-SM 927.5 – 925 feet SM 910 feet			<0.2 0.7	
			SB-7[5]	SM 931.5 – 930 feet 21.2% silt, 20.5% clay			<0.2	
P-10-SW (UG Infiltration)	Rock Trench	954 (top) 950 (bottom)	ST-2	SM 943.4 – 941.9 ML 941.9 – 931.4 SM 931.4 – 929.4 SP 929.4 – 927.4	0.2	0	0.1 (SM) 0.8	This practice is long and may run through soils of varying infiltrative capacity. Additional borings should be conducted. Can use higher infiltration rate if soils data support it.
P-11-NE (Infiltration)	NW Infiltration Area	946	SB-5[5]	Boring location shown on map but missing log.	0.2	0	NA (<0.2 – SB-4)	Soil boring log should be provided – missing from report.
P-05-SE (Infiltration)	Backyard inf. area	943	None	NA (Although SB-4 is relatively close)	0.2	0	NA	Additional soil boring needed.
P-06-SE (Infiltration)	Backyard inf. area	948.6	SB-4	SM ~979 – 977 feet CL 977 – 973 feet Weathered Shale 973 – 959 feet SC 959 – 955 ML 955 – 914 feet, 54% silt, 13% clay	0.2	0	0.2	
P-07-SE (Infiltration)	Backyard inf. area	952	SB-6	SM ~981 – 979 feet SP-SM 979 – 972 feet ML 972 – 987 feet SM 987 – 982 feet ML 977 – 936 feet	0.2	0	0.2	
P-08-SE (Infiltration)	Backyard inf. area	950	None	NA	0.2	0	NA	Not shown in plan. Soil boring should be conducted. Soils map indicate permeable material may be present.
P-01-SE/EP-12a(F) (also **Reuse**)	Regional basin EP-012a(F) (reconfigured)	910	SB-2[5]	Topsoil, CL 910.5 – 899 feet SC 899 - 896 feet	0.1	0	NA	Soils seems inappropriate to infiltrate stormwater here. A hydrometer test should be performed to show infiltration is possible here. SB-1[5] and soils map show some sandier soils in adjacent areas. Better infiltration material could be present along the sides/"shoulders" of the depression. Applying **Reuse** here compensates for low infiltration.
			SB-3[5]	Topsoil, SM-SC 910.5 – 908 feet Buried Topsoil, CL 908 – 907 feet CL 907 – 901 feet SC 901 – 899.5 feet			<0.2	
P-02-SE (Infiltration)	Infiltration area in WS PrSite-10	925	SB-7	SC 932 – 928.5 feet SM 928.5 – 917.5 feet, 16% silt, 14% clay	0.4	0	<0.2	0.4 in./hr. seems reasonable if accessing the SP-SM. There are some inconsistencies in the soils in this area; one boring show a potentially limiting ML layer and another shows a possibly more permeable SP-SM layer. Care should be exercised in constructing this infiltration area. Over-excavation exploration should be performed and additional soil borings/hydrometer tests should be made to document final infiltration rates used.
			SB-8	CL 933.5 – 930 feet SM 930 – 925 feet, 9% silt, 13% clay SP-SM 925 – 919 feet			0.2 0.7	
			SB-9	SC 931.5 – 925 feet SM 925 – 918.5 feet, 7% silt, 10% clay ML 918.5 – 919 feet			0.2	
P-04-SE (Infiltration)	Infiltration area leading to P-03-SE Wet Pond	926	SB-4[5]	Topsoil, CL 925 – 920.5 feet Buried Topsoil, CL 920.5 – 916 feet CL 916 – 911 feet SM 911 feet – Bottom	0.4	0	NA	Hydrometer analysis missing for SB-4[5]. Infiltration rate too high based on SB-8[5] hydrometer analysis. Analyses assume over-excavation to take advantage of more permeable soil layers.
			SB-8[5]	CL 925 – 919 feet SM 919 – 914.5 feet; 30.5% silt, 11.6% clay CL 914.5 feet – Bottom			<0.2 0.2	
P-13-NE (Infiltration)	Infiltration area to MNDOT Ditch	922	NA	Looks like SB-1A, -1B, & -1C may be nearby but unclear.	0.4	0	NA	Soils boring and possibly hydrometer analyses needed. Over excavation assumed in SW report.
P-12-NE (Infiltration)	Backyard inf. Area in NE corner of plat	902	NA	NA – SB-3 is closest.	0.4	0	NA	Soils boring and possibly hydrometer analyses needed. Over excavation assumed in SW report.
Regional Basin EP-012a	SE Regional basin	908	NA	NA	0.06	0.06	0.06[4]	Infiltration rates seem appropriate except infiltration in snowmelt model should be turned off.

[1]Proposed planting surface based on preliminary grading plan and representation in proposed conditions HydroCAD model.

[2]Geotechnical Exploration Report, Haugo GeoTechnical Service, March 2019.

[3]See EOR, 2008 memo 'Inver Grove Heights NWA Stormwater Manual, Supplemental guidance on Infiltration Rate Table (8.28) PUD Application'.

[4]Based on current design infiltration guidance in the Minnesota Stormwater Manual. These soils are assigned a design infiltration rate of <0.2 in/hr. in Table 8.28 of the NWA Stormwater Manual.

[5]Soil Borings from 7/8/19, or ST-# borings from 8/19/14.

Green shading of soil profile indicates relatively permeable materials with higher potential for infiltration – Condition of approval is to connect to these layers.

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Call 48 Hours before digging:
GOPHER STATE ONE CALL
Twin City Area 651-454-0002
Mn. Toll Free 1-800-252-1166

EROSION CONTROL NOTES:

- ALL SILT FENCE AND OTHER EROSION CONTROL FEATURES SHALL BE IN-PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL VIABLE TURF OR GROUND COVER HAS BEEN ESTABLISHED. EXISTING SILT FENCE ON-SITE SHALL BE MAINTAINED AND OR REMOVED AND SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONTRACT. IT IS OF EXTREME IMPORTANCE TO BE AWARE OF CURRENT FIELD CONDITIONS WITH RESPECT TO EROSION CONTROL. TEMPORARY PONDING, DIKES, HAY BALES, ETC., REQUIRED BY THE CITY SHALL BE INCIDENTAL TO THE GRADING CONTRACT.
- ALL STREETS DISTURBED DURING WORKING HOURS MUST BE CLEANED AT THE END OF EACH WORKING DAY. A ROCK ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO DETAILS TO REDUCE TRACKING OF DIRT ONTO PUBLIC STREETS.
- SILT FENCE TO BE MNDOT HEAVY DUTY IN POND AREAS. 2 METHODS OF SEDIMENT/EROSION CONTROL TO BE USED ADJACENT TO WATER BODIES AND BASINS.
- ALL SLOPES TO WATER WAYS MUST BE STABILIZED WITHIN 24 HOURS OF DISTURBANCE.
- ALL 3:1 SLOPES SHALL BE STABILIZED WITH EROSION CONTROL BLANKET.

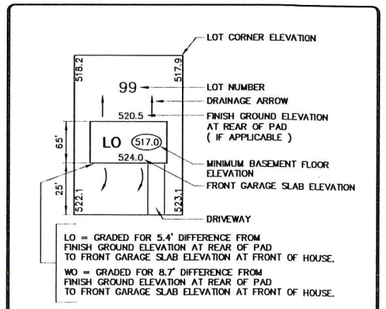
GENERAL GRADING & DRAINAGE NOTES:

- ALL CONTOURS AND SPOT ELEVATIONS ARE SHOWN TO FINISHED SURFACE/GUTTER GRADES UNLESS OTHERWISE NOTED.
- REFER TO THE SITE PLAN/RECORD PLAT FOR MOST CURRENT HORIZONTAL SITE DIMENSIONS AND LAYOUT.
- THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHICAL FEATURES WITH THE OWNERS AND FIELD-VERIFY PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL RULES.
- POSITIVE DRAINAGE FROM THE SITE MUST BE PROVIDED AT ALL TIMES.
- RETAINING WALLS 4' HIGH OR TALL REQUIRE A SEPARATE BUILDING PERMIT.

LEGEND:

- DENOTES SOIL BORING
- DENOTES SILT FENCE
- DENOTES POST CONSTRUCTION SILT FENCE
- DENOTES EXISTING CONTOURS
- DENOTES PROPOSED CONTOURS
- DENOTES EXISTING STORM SEWER
- DENOTES PROPOSED STORM SEWER
- DENOTES PROPOSED DRAINTILE
- DENOTES EXISTING TREE LINE
- DENOTES APPROXIMATE TREE REMOVAL LIMITS
- DENOTES EXISTING SPOT ELEVATION
- DENOTES PROPOSED SPOT ELEVATION
- DENOTES BIO-ROLL EROSION CHECKS
- E.O.F. DENOTES EMERGENCY OVERFLOW ELEVATION
- DENOTES EROSION CONTROL BLANKET
- DENOTES POND MAINTENANCE ACCESS

TOTAL APPROXIMATED EXCAVATION: 226,985 CY
TOTAL APPROXIMATED FILL (CV): 223,592 CY



LO = GRADED FOR 5.4' DIFFERENCE FROM FINISH GROUND ELEVATION AT REAR OF PAD TO FRONT GARAGE SLAB ELEVATION AT FRONT OF HOUSE.

WO = GRADED FOR 8.7' DIFFERENCE FROM FINISH GROUND ELEVATION AT REAR OF PAD TO FRONT GARAGE SLAB ELEVATION AT FRONT OF HOUSE.

NOTE:
THE (1) INDICATES THAT THE GARAGE IS 1 BLOCK OR 0.7 FEET BELOW THE FIRST FLOOR ELEVATION.

WO = WALKOUT
LO = LOOKOUT
R = RAMBLER

TYPICAL LOT

N

0' 60' 120' 180'

DATUM NOTES:
- 1983 NAD (86 adj) DAKOTA COUNTY US FEET
- 1988 NAVD US FEET

Latest Revision Date: 10/07/19
0008121_EX03 - Water Reuse & BMP Exhibit.dwg

Date: 10/07/19 Sheet: 1 OF 1

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
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Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

Revisions:

Designed: JHB
Checked: JHB
Drawn: CTY
Record Drawing by/date:

Prepared for:
Source Land Capital
18215 45th Avenue North, Suite D
Plymouth, Minnesota 55446

Windsor Ridge
Inver Grove Heights, Minnesota

Water Reuse & BMP Exhibit 10/11/19

Discharge to EP-010b
2-yr: 0.02 to 0.7 cfs
10-yr: 0.6 to 1.3 cfs
100-yr: 7.0 to 5.3 cfs

5-yr: 0.062 to 0.064 af
100-yr SM: 3.07 to 1.05 af

Discharge to EP-010a
2-yr: 0.02 to 0.26 cfs
10-yr: 2.1 to 1.7 cfs
100-yr: 11.6 to 6.8 cfs

5-yr: 0.133 to 0.060 af
100-yr SM: 2.45 to 2.44 af

Discharge to EP-013
2-yr: 1.7 to 1.7 cfs
10-yr: 3.6 to 3.4 cfs
100-yr: 14.2 to 9.6 cfs

5-yr: 0.357 to 0.350 af
100-yr SM: 4.580 to 4.569 af

Underground Storage

Discharge to QP-5
2-yr: 2.8 to 2.1 cfs
10-yr: 5.0 to 5.0 cfs
100-yr: 27.7 to 22.9 cfs

5-yr: 0.320 to 0.320 af
100-yr SM: 5.34 to 4.42 af

PrSite-05.2
PrSite-06.0
PrSite-06.1
PrSite-06.2
PrSite-06.3
PrSite-09
PrSite-07
PrSite-08.1
PrSite-08.2
PrSite-08.3
PrSite-03
PrSite-04
PrSite-02
PrSite-11
PrSite-10
PrOff-04
PrOff-03
PrOff-02
PrOff-01
PrSite-01.0
PrSite-01.1
PrSite-01.2
PrSite-14
PrSite-13
PrSite-12

Re-use

Re-use

Berm

Proposed Storm Sewer

- Catch Basin
- Flared End
- Manhood
- Pipes
- Proposed Streets
- Proposed Lots

Ponding Areas

- Infiltration
- SE Pond HWL
- Wet Pond NWL

N

0 100
Feet

10/4/19

STORMWATER MANAGEMENT OVERVIEW
Windsor Ridge
Preliminary Plat

FIGURE 1

BARR

Barr Footer: ArcGIS 10.6, 2019-06-19 12:34 File: I:\Projects\23\19\1401\Maps\MISC\WindsorRidge_Existing.mxd User: qdf

EP-010b
5.3 acres

EP-010a(F)
4.4 acres

EP-012b(F)
5 acres

QP-5
8.8 acres

EP-012a(F)
7.8 acres

Existing Drainage Areas

Discharge Point

EP-010a(F)

EP-010b

EP-012a(F)

EP-012b(F)

QP-5

N

0 100

Feet

10/11/19

EXISTING DRAINAGE AREAS
Windsor Ridge
Preliminary Plat

FIGURE 2

BARR

Barr Footer: ArcGIS 10.6, 2019-06-19 12:34 File: I:\Projects\23\19\1401\Maps\MISC\WindsorRidge_Existing.mxd User: qdf

EP-010b
1.9 acres

EP-010a(F)
2.6 acres

EP-010a(F)-EP-012a(F)
Split
11.5 acres

QP-5
8.7 acres

EP-012a(F)
6.5 acres

Proposed Drainage Areas

Discharge Point

- EP-010a(F)
- EP-010a(F)-EP-012a(F) Split
- EP-010b
- EP-012a(F)
- EP-012b(F)
- QP-5

N

0 100
Feet

10/11/19

PROPOSED
DRAINAGE AREAS
Windsor Ridge
Preliminary Plat

FIGURE 3

BARR

Barr Footer: ArcGIS 10.6, 2019-06-19 12:34 File: I:\Projects\23\19.1401\Maps\MISC\WindsorRidge_Existing.mxd User: gdf

AGENDA ITEM 7K

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

2040 Comprehensive Plan

Meeting Date:	October 28, 2019
Item Type:	Regular Agenda
Contact:	Allan Hunting 651.450.2554
Prepared by:	Allan Hunting, City Planner
Reviewed by:	

Fiscal/FTE Impact:

X	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	Other

PURPOSE/ACTION REQUESTED

Consider a Resolution adopting the 2040 Comprehensive Plan.

- Requires a 3/5th's vote.

ANALYSIS

The City of Inver Grove Heights 2040 Comprehensive Plan update has successfully passed through the Metropolitan Council's review process. The 2040 Comprehensive Plan was completed in Draft form and submitted to the Metropolitan Council in December of 2018. During the course of the Metropolitan Council's review a number of technical edits were made in order to satisfy requirements from Metropolitan Council Staff. The attached spreadsheet documents those technical modifications for your information.

Two specific changes are requested by the Metropolitan Council that were not addressed in the final plan and they pertain to the City's Sanitary Sewer system. These comments and staff's response are as follows:

1. The City has indicated that it will be developing a hydraulic model of its wastewater system to evaluate system capacity of its trunk system using projected design flow information. The City estimates the "study" should be completed by the end of 2020. Once completed, the City shall submit to the Council, capacity and design flow information for it's lift stations, and each trunk sewer that connect to the regional system.

   Staff response: This information has not been required in prior comprehensive plans. It is an advisory comment. Having the information is of value to the city to understand existing system capacities and local CIP needs. This more detailed sewer information was not available for the comprehensive plan update; however, this project is included in the 2020 budget.

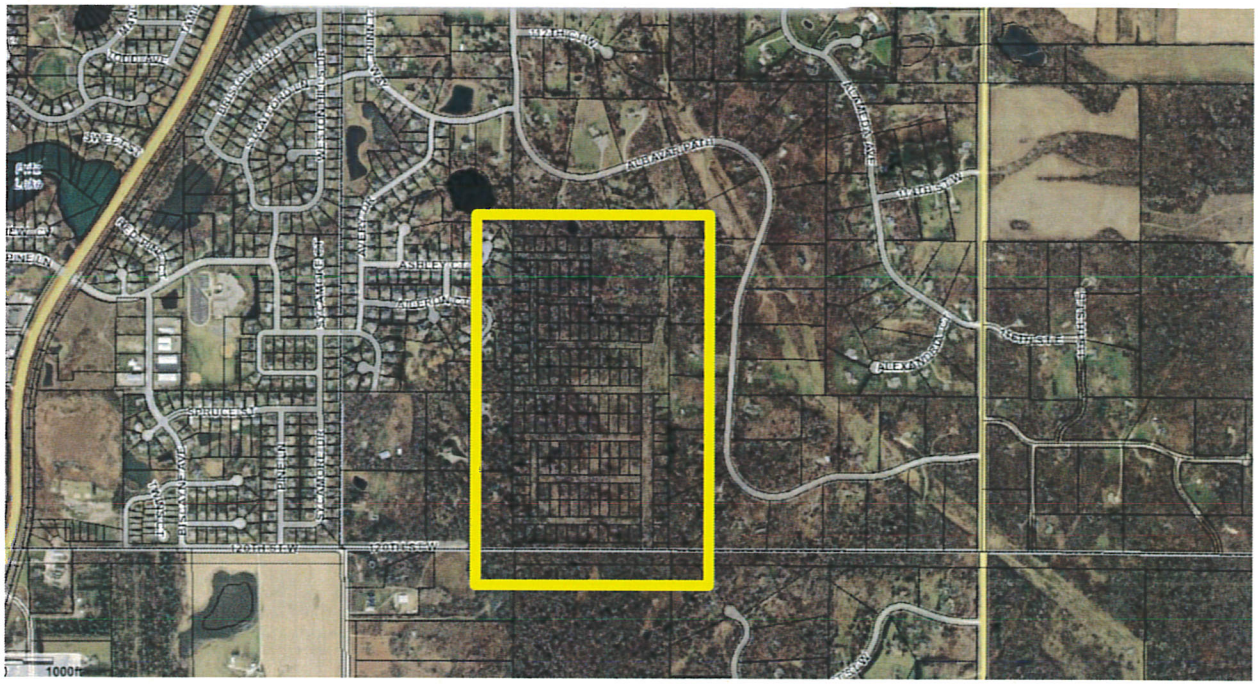
2. The City acknowledges that it does not have an ordinance that requires the disconnection of sump pumps, foundation drains, and rain leaders from the sanitary sewer system if discovered. The Council strongly encourages the City to develop such an ordinance to support the enforcement of these prohibited connections. In addition to providing educational information to its residents regarding the impacts on cost and potential future capacity issues, the City may want to consider utilizing activities such as an on-going pavement management and street reconstruction program to investigate the presence of clear water connections to the wastewater system and develop a more formal approach to address these potential connections.

   Staff comment: This is an "advisory" comment that does not require the City to act on it; however, the City is strongly encouraged to take stronger action to ensure efforts are

made to reduce inflow and infiltration that has a negative impact on local and regional sewer infrastructure operations.

The 2040 Comprehensive Plan can be downloaded from the City web site. A draft resolution of approval is included for your consideration. Following approval of the 2040 Comprehensive Plan, staff will begin reviewing zoning and subdivision ordinances to determine where conflicts with the comprehensive exist so that amendments can be made to bring zoning into conformance with the Plan.

During the public hearing process, a number of concerns were expressed by the residents adjacent to the area referred to as "Pinkville" and shown in the map below.



This area was recommended to change in land use from "park/open space" to Rural Residential. The purpose for making this change is because it is not envisioned to be a park, a number of the parcels are privately owned, and the City does not currently have any plans for the property to be acquired as public open space. There are challenges with access to this parcel and extending infrastructure makes it not practical for an urban density of development. Given the adjacent low density nature of development to the west, staff recommended Rural Residential as a logical land use pattern.

There is a unique history to this area that involved the possible platting of land many decades ago to a small lot configuration. Over time a number of the lots have gone forfeiture and ended up in City ownership. Over time, development has happened surrounding the property. The adjacent property owners have expressed concern about the impact of development on their properties and neighborhoods and the loss of this area as open space.

Staff is recommending a small area study approach to explore possible land use and development scenarios with the neighborhood and the various property owners within the project area. This process will result in validation of the land use pattern, or a recommended change to the land use pattern with recommended implementation strategies, financial considerations, infrastructure needs, and re-platting recommendations. This small area planning process will also help the city with determining what to do with city owned land that is not needed for public purposes.

RECOMMENDATION

Planning Staff: Recommends approval of the resolution adopting the 2040 Comprehensive Plan update.

Attachments: Resolution approving the 2040 Comprehensive Plan update
Summary of changes/edits required by Met Council Staff

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ___

A RESOLUTION ADOPTING THE 2040 INVER GROVE HEIGHTS COMPREHENSIVE PLAN UPDATE, A COMPILATION OF POLICY STATEMENTS, GOALS, STANDARDS, AND MAPS FOR GUIDING THE OVERALL DEVELOPMENT AND REDEVELOPMENT OF THE LOCAL GOVERNMENTAL UNIT

WHEREAS, Minnesota Statutes section 473.864 requires each local governmental unit to review and, if necessary, amend its entire comprehensive plan and its fiscal devices and official controls at least once every ten years to ensure its comprehensive plan conforms to metropolitan system plans and ensure its fiscal devices and official controls do not conflict with the comprehensive plan or permit activities that conflict with metropolitan system plans; and

WHEREAS, Minnesota Statutes sections 473.858 and 473.864 require local governmental units to complete their "decennial" reviews by December 31, 2018; and

WHEREAS, the Inver Grove Heights City Council authorized the review and update of its Comprehensive Plan; and

WHEREAS, the proposed Inver Grove Heights's 2040 Comprehensive Plan is a planning tool intended to guide the future growth and development of the City in a manner that conforms with metropolitan system plans and complies with the Metropolitan Land Planning Act and other applicable planning statutes; and

WHEREAS, pursuant to Minnesota Statutes section 473.858, the proposed 2040 Comprehensive Plan was submitted to adjacent governmental units and affected special districts and school districts for review and comment on June 27, 2018 and the statutory six-month review and comment period has elapsed; and

WHEREAS, the Planning Commission conducted a public hearing on November 7, 2018, has considered the proposed 2040 Comprehensive Plan and all public comments, and thereafter submitted its recommendations to the City Council; and

WHEREAS, the City Council authorized on December 10th, 2018 the proposed 2040 Comprehensive Plan be submitted to the Metropolitan Council for review; and

WHEREAS, the Minnesota Department of Natural Resources (DNR) approved the Mississippi River Corridor Critical Area (MRCCA) plan, which is a chapter of the 2040 Comprehensive Plan, on October 23, 2019; and

WHEREAS, at its regular meeting on October 9th, 2019, the Metropolitan Council completed its review of the proposed 2040 Comprehensive Plan and found that the Plan meets the requirements of the Metropolitan Land Planning Act; conforms to the metropolitan system plans for transportation (including aviation), water resources, and parks; is consistent with *Thrive MSP 2040;* and is compatible with the plans of adjacent jurisdictions and affected special districts and school districts; and

WHEREAS, the 2040 proposed Comprehensive Plan includes all revisions made during the review process and responds to additional advisory comments that are part of the Metropolitan Council's actions authorizing the Inver Grove Heights to place its proposed 2040 Comprehensive Plan into effect.

NOW THERE, BE IT RESOLVED BY THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the City of Inver Grove Heights's 2040 Comprehensive Plan, including the MRCCA Plan, Chapter 9, is adopted and is effective as of the date of this resolution.

BE IT FURTHER RESOLVED that, pursuant to sections 473.864 and 473.865 of the Metropolitan Land Planning Act, the City of Inver Grove Heights will: (1) review its fiscal devices and official controls; (2) if necessary, amend its fiscal devices and official controls to ensure they do not conflict with the 2040 Comprehensive Plan or permit activity in conflict with metropolitan system plans; and (3) submit amendments to fiscal devices or official controls to the Metropolitan Council for information purposes.

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

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Joseph Lynch, Interim Deputy Clerk

Category	Metro Council Comment	City Response	page ref
Land Use	Table 2-6 miscalculates potential housing units for all properties guided for Mixed Use. The table and text indicate that 2/3 of the acreage is for residential uses. However, in the table it appears that the full acreage is used to estimate potential housing production for that category.	The data is accruately represented but being interpreted differently by the reviewer. We have modified it to present it a different way that might be how the reviewer does the math. It does not change the unit count.	2-46
Land Use	Table 2-9 indicates that the Mixed Use category has a density of 15 units per acre, which is inconsistent with the description of 12 units per acre in the rest of the Land Use section.	For clarification, these densities are related to IGH NWA infrastructure financing policies. They do not indicate densities used for Comp Plan projections and development assumptions. IGH understands the purpose. NO CHANGE MADE.	2-52
Land Use	*Figure 2-14 provides a complementary visual accompaniment to Table 2-6, illustrating the Growth Phasing Areas. Consider enlarging the map and the legend to improve the legibility of the figure.*	Enlarged figure 2-14 and its legend	2-47
Land Use	*Council staff suggest a minor correction: Table 2-3 lists Low-Mid Density Residential where its described as Low-Medium Density Residential in all other places in the Plan.*	Fixed typo on table 2-3	2-43
Land Use	*Figure 2-2 Planned Land Use in the Water Resources Plan section (PDF page 537) appears out of date (2014) and inconsistent with what is used in the Land Use Plan. We suggest replacing with Figure 2-2 in the Land Use Plan (page 2-26) for internal Plan consistency.*	Figures updated and included in Water Resources Management Plan - pages are attached to the pdf	na
Land Use	*Figures 2-3 and 2-15 illustrates the development policy areas, and essentially coincide with current Metropolitan Urban Service Area (MUSA) boundaries. However, there appears to be a slight difference in representation between these figures and Figure 2-2 Land Use Plan which includes the MUSA 2040 limits. Please see the highlighted areas in Figures 2-15 and 2-2 (left to right) below.*	Figures adjusted as noted	2-28 and 2-48
Housing	The Plan is incomplete for housing. Addressing the items noted in the Land Use section above will also resolve the Housing elements.	Land use items have now been addressed.	na
Housing	*Council staff suggest including the percent of land that is expected to develop as residential versus other uses in the narrative description of land uses on page 2-28 for the Mixed Use designation. This information would make the Plan easier to understand. It is currently located in the callout bubble shown on page 2-36 and in other table references in the land use chapter.*	Revision made	2-28
Housing	*Council staff also suggest mentioning the expiration of affordability of Low-Income Housing Tax Credit) LIHTC-funded properties in the City. According to HousingLink Streams data, there are more than 300 units affordable below 60% AMI in Inver Grove Heights, including 24 units in Spruce Pointe Townhomes that may expire as soon as 2025.*	advisory comment noted. No action taken.	na
Wastewater	Please submit an electronic map or maps (GIS shape files or equivalent) of the existing sanitary sewer system showing future connection points for new growth is needed. The Plan identifies a "Future Development Area" – if new connections are needed to support this or other areas, please provide that information.	Done as part of original submission. No new connections to the MCES System are planned.	na
Wastewater	The Plan needs to include a copy of intercommunity service agreements entered with the City of South St. Paul.	There are only five (5) single family residential properties in SSP that are served by the IGH sanitary sewer system. They are 6053, 6063, 6073, 6083, and 6093 Cromwell Court. All five are billed by the City of Inver Grove Heights. No agremeent is known to exist. This text is added.	7-193
Wastewater	The Plan needs to include a table(s) that provide the capacity and design flows for existing trunk sewers and lift stations and assignment of 2040 growth forecasts by Metropolitan interceptor facility.	Growth Forecasts are assigned by sewer district. The City does not have the ability to easily provide the information being requested in the form it is being requested. Because this will take time and budget to do, the city will work on this information to becompleted in 2020. Language is added to this affect.	7-192 and policy 7 on 7-198

Category	Metro Council Comment	City Response	page ref
Wastewater	• Regarding inflow and infiltration (I/I), the Plan needs to address the items listed below. o Define your community's goals, policies, and strategies for preventing and reducing excessive inflow and infiltration (I/I) in the local municipal (city) and private (private property) sanitary sewer systems. o Include a summary of activities or programs intended to mitigate I/I from public and private property sources. o Describe the requirements and standards in your community for minimizing inflow and infiltration. o Include a copy of the local ordinance or resolution that prohibits discharge from sump pumps, foundation drains, and/or rain leaders to the sanitary sewer system. o Include a copy of the local ordinance or resolution requiring the disconnection of existing foundation drains, sump pumps, and roof leaders from the sanitary sewer system. o Describe the sources, extent, and significance of existing I/I in the municipal and private sewer systems. o Include a description of the existing sources of I/I in the municipal and private sewer infrastructure. o Include a summary of the extent of the systems that contributes to I/I such as locations, quantities of piping or maintenance holes, quantity of service laterals, or other measures. If an analysis has not been completed, include a schedule and scope of future analysis. o Include a breakdown of residential housing stock age within the community into pre- and post-1970 era, and what percentage of pre-1970 era private services have been evaluated for I/I susceptibility and repair. o Include the measured or estimated amount of clearwater flow generated from the public municipal and private sewer systems. For quantifying I/I, some communities have used the EPA guidance to determine the annual I/I and peak month I/I https://www3.epa.gov/region1/sso/pdfs/Guide4EstimatingInfiltrationInflow.pdf o Include a cost summary for remediating the I/I sources identified in the community. If previous I/I mitigation work has occurred in the community, include a summary of flow reductions and investments completed. If costs for mitigating I/I have not been analyzed, include the anticipated wastewater service rates or other costs attributed to inflow and infiltration. o Describe the implementation plan for preventing and eliminating excessive inflow and infiltration from entering both the municipal and private sewer systems. o Include the strategy for implementing projects, activities, or programs planned to mitigate excessive I/I from entering the municipal and private sewer systems. o Include a list of priorities for I/I mitigation projects based on flow reduction, budget, schedule, or other criteria. o Include a schedule and the related financial mechanisms planned or needed to implement the I/I mitigation strategy.	Signficant text added. Table of clearwater flow added. The city is not interested in adopting a specific resolution or ordinance requiring the disconnection of drains, sumpt pumps, etc... Existing ordinance makes these items illegal. The city will increase its efforts to inform residents of the impacts that illegal connections have on the local and regional systems and encourage insepctions and voluntary disconnections. This is included in the plan. - please have Kyle Colvin contact Scott Thureen directly if this response is "incomplete" to enable the plan to proceed through the reveiw process. Also, see Jetting Map by Year attached to the PDF resubmittal. This map is not included in the comp plan as it is updated annually and too much info for a comp plan.	7-189 through 7-192
Wastewater	For new trunk sewer systems that require connection to the Metropolitan Disposal System, the Plan needs to also include a table that details the proposed time schedule for the construction of the new trunk sewer system.	There are no new trunks proposed to be conencted to the MCES System	na
Wastewater	The Plan needs to confirm that there are no public or privately-owned Community Wastewater Treatment Systems (other than the identified individual SSTS) in operation in the City or incorporate a short discussion of any existing operating facilities and provide their location on the SSTS location map requested in the following comment.	Currently there are none.	na
Wastewater	The Plan needs to include a figure depicting the location of all parcels in the City served by operating SSTS, including highlighting any areas known to have nonconforming systems or systems with known problems. If the City or its consultant needs any assistance in the preparation of this map for their formal Update submission, please contact Steve Hack, MCES GIS System Administrator at 651-602-1469 or Steven.Hack@metc.state.mn.us.	Figure 7-1 has a layer added that highlights the boundary of all parcels served by a private sewer system. This data was obtained through Dakota County.	7-182
Surface Water management	*When available, we request that the City provide to the Council the dates the two Watershed Management Organizations approved the Local Water Management Plan (LWMP), and the date the City adopted the final LWMP.*	December 4, 2018: Eagan -Inver Grove Heights WMO December 12, 2018: Lower Mississippi River WMO Both those actions were by motion City adopted the plan December 10, 2018	10-249

Category	Metro Council Comment	City Response	page ref
Review Process	The City adopted the resolution authorizing plan submittal on December 10, 2018. The adjacent community review period closed after that, on December 27, 2018. At the time of passing its resolution, the City had not received comments from Mendota Heights, Rosemount, South St. Paul, St. Paul Park, West St. Paul, School District #196, Eagan-Inver Grove Heights WMO, Lower Mississippi River WMO, South Washington Watershed District, and MnDOT. To be complete for review, the City needs to confirm that no comments were received from the above jurisdictions. Alternatively, if comments were received, the City needs to submit those comments and the City's responses to those comments as supplemental materials.	No comments were received from these jurisdictions.	na
Regional Parks and Trails	*Council staff suggest consistently labeling the recreation system elements throughout Chapter 6, Parks and Recreation. For example, in Figure 6-2: Dakota County Regional Trails on pg. 6-150, the north-south regional trail corridor in the eastern portion of the community is labeled, "Mississippi River Trail." In Figure 6-3: Existing Trail System on pg. 6-151, the same regional trail corridor is labeled both "Mississippi River Greenway" and the "Mississippi River Trail." The consistent application of the correct regional trail name – "Mississippi River Greenway Regional Trail" – is required.*	Revision made	Chapter 6
Transportation	*Dakota County has noted interest in an interchange at MN 55/Argenta Trail, but the Plan did not mention this. Perhaps the potential project is beyond 2040. Council staff encourage the City to coordinate with the County on this potential project.*	The City has and will continue to coordinate with Dakota County on the future of MN55/Argenta Trail - no change made	na
Transportation	*To bring the map of transit routes in Figure 5-15 Existing Transit Facilities up to date circa August 2018, the bus route and bus stops south of Inver Hills Community College and the route on 78th Street and Clayton should be removed.*	Figure 5-15 was updated	5-124
Transportation	*• We also suggest the following minor changes on page 5-125 to page 5-127:* *o For Route 71: "Terminates in Maplewood" should be "Terminates in South St. Paul."* *o Table 5-11: Route 445 provider should be changed to MVTA and type should be changed to local.* *o In first sentence of the bottom paragraph of 5-125 "Metro Transit" should be changed to "Metropolitan Council" (i.e., the Council operates Transit Link).* *o TransitLink no longer has a distance-based fare.* *o Performance based funding ended in 2009.* *o Metro Mobility no longer contracts with DARTS to provide ADA services.* *o Suggest adding underlined: "including the West St Paul Sports Complex, Fort Snelling and Eagan Transit Station park-and-ride facilities."*	Made the recommended text and table changes	5-125 to 5-127
Transportation	*Consider analyzing and addressing the need for local bicycle and pedestrian facility improvements to provide connections over major physical barriers (i.e., freeways, railroad corridors, rivers, and streams) on the regional (RBTN) and local networks.*	The proposed non-motorized system addresses these needs - no change made	na
Transportation	*Consider the development of local policies, plans, and practices that improve pedestrian and bicycle circulation, including access to regional transit services, regional trails with improved pedestrian connections, and regional bicycle corridors.*	The proposed non-motorized system addresses these needs - no change made	na
Transportation	*We also suggest that "Trails and Bikeways" be re-named to something that captures all non-motorized transportation and that the chapter be more transportation-focused.*	Renamed section "Non-Motorized Transportation"	5-134
Transportation	*The Class III rail line is named in the Plan, but it may also be useful to identify the Class I rail line or lines running through the east portion of the City.*	Added names to Class I rail line description	5-130
Transportation	*On Figure 5-17, minor arterial roadways (County Rd. 56, 80th St., CR 73, CR 32, CR 71, 105th St., S. Robert Trail, 117th St., and Cahill Avenue) do not have heavy truck volumes identified in the map (Figure 5-17). Be sure to include truck counts for these roads if available in existing databases.*	Data not readily available - no change made	na

AGENDA ITEM NO. 7L

Consider Resolution Approving Voluntary Abatement Agreement for 5648 Babcock Trl

This item was PULLED from the 10/28/19 Agenda