

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, December 9, 2019 at 7:00 p.m.

A G E N D A

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

Declaration of 2020 as the Year of Inver Glen Library, Inver Grove Heights, MN

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 November 12, 2019 Regular Council Meeting
- ii. Minutes from the November 25, 2019 Special Council Meeting
- iii. Minutes from the December 2, 2019 Special Council Meeting
- B. Disbursements for Period Ending December 4, 2019
- C. Request for Approval of Rental Housing Licenses
- D. Consider Contract Extension for Custodial Services for City Facilities
- E. Consider Purchase Agreement for Property Adjacent to Seidl's Lake Park (PID 20-02810-80-010)
- F. Consider approval of the Listed Purchases under Furniture, Fixtures and Equipment for Project 2014-10, Fire Station #2
- G. 1st Class Auto Sales – Case No. 19-47CV – Consider approval of the following Resolutions for property located at 6370 Concord Boulevard:
 - a) a Conditional Use Permit Amendment to amend the approved site plan to allow for an additional building for an auto sales business;
 - b) a Variance to allow a structure within the rear yard setback
- H. Approve Operating Manager Gregory Michael Zinnel for L.W.'s Bierstube at 6434 Cahill Avenue
- I. Consider Approval of 2020 City Council Meeting Schedules
- J. Consider Approval of 2020 Commission/Committee Meeting Schedules
- K. Dakota County Traffic Safety Project
- L. Approve Job Descriptions for the Administrative Support Specialist and Human Resources Coordinator Positions for the Administration Department
- M. Personnel Actions

5. PUBLIC COMMENT

Public comment provides an opportunity for the public to address the Council on items that are not on the agenda. Comments will be limited to three (3) minutes per person.

6. PUBLIC HEARING

- A. Public Hearing to Consider Resolution Ordering Project, Accepting Addendum No. 1 to the Feasibility Report, and Authorizing Preparation of Plans and Specifications for the 2020 Pavement Management Program, City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail)

- B. Public Hearing to Consider a Resolution Ordering Project, Accepting Addendum No. 1 to the Feasibility Report, and Authorizing Preparation of Plans and Specifications for the 2020 Pavement Management Program, City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay
- C. Public Hearing to Consider New Corporate Officers for Outback Steakhouse of Florida LLC, dba Outback Steakhouse
- D. Public Hearing to Consider Approval of Therapeutic Massage Business License at 2898 Upper 55th Street, Suite B
- E. Consider Approval of Renewal Applications for Liquor Licenses for the 2020 Calendar Year

7. REGULAR

Finance

- A. Approve 2020 Budget and Tax Levies

Police

- B. Consider Third Reading of Ordinance Amending City Code 4-1-19: Civil Penalties and Sanctions of, Chapter 1 Alcoholic Beverages of Title 4 Business Regulations
- C. Consider Second Reading of Massage Licensing Amendments
- D. Consider Application of Chunyan Fu for Individual Massage Therapist License

Public Works

- E. Consider Approval of Land Alteration Permit No. C-100-19 for Flint Hills Resources Grading Activity

Community Development

- F. Adams French Property, LLC – Consider the following Resolutions for property located at 7855 Cahill Avenue:
 - a) a Conditional Use Permit to allow for a mini-storage facility;
 - b) a Conditional Use Permit to allow impervious surface to exceed 25% within the Shoreland Overlay District of Simley Lake
- G. Consider Resolution Approving Amendment No. 1 to Improvement Agreement for 9725 South Robert Trail (STOR)

Administration

- H. Consider Resolution Adopting the 2020 Fee Schedule
- I. Third and Final Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2- and 3-4-2-3, and 10-3-8 Adjusting Development Fees for 2020

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 MEETING MINUTES
TUESDAY, NOVEMBER 12, 2019**

1. CALL TO ORDER

The City Council of Inver Grove Heights met in regular session on Tuesday, November 12, 2019, in the City Council Chambers. The Pledge of Allegiance was recited. Mayor Tourville called the meeting to order at 7:00 p.m.

2. ROLL CALL

Present were: Councilmembers Piekarski-Krech, Bartholomew, Perry, and Dietrich; City Administrator/Interim Deputy Clerk Lynch, City Attorney Kuntz, Community Development Director Rand, City Engineer Kaldunski, City Planner Hunting, Police Chief Chiodo, Police Commander Haugland, Deputy Police Chief Folmar, and Police Commander Otis.

3. PRESENTATIONS

Mayor Tourville stated the City of Inver Grove Heights hosted the Veteran's Day Event on Monday, November 11th. For being hosts of the event, Governor Walz gave the Proclamation to the City of Inver Grove Heights. Mayor Tourville thanked the Police and Fire Departments for their outstanding job. He stated that many politicians from Washington D.C. were in attendance. Part of the theme was if you know a vet that needs help, help them. If you don't know how to help them there are resources available. Councilmember Piekarski-Krech stated she was pleased about the number of organizations that greeted veterans and gave out assistance information. Mayor Tourville stated there is an active Dakota County Veteran's Service Group. The main office is in the West St. Paul location; visit the location or go online for more information.

4. CONSENT AGENDA

- A. Minutes from the October 14, 2019 Regular Council Meeting.
- B. Disbursements for Period Ending November 6, 2019. **Resolution 19-207.**
- C. Consider Approving Operating Manager Erin Noel Gerlach for Inver Grove Brewing at 9051 Buchanan Trail.
- D. Dakota County Traffic Safety Project. **Resolution 19-208.**
- E. Consider Awarding the Replacement of the Carpeting for the Second Floor and Stairs at Fire Station No. 1 to St. Paul Linoleum & Carpet.
- F. Consider Request of the Inver Grove Heights Fire (IGHF) Relief Association to Raise the Retirement Benefit Level.
- G. Consider Approval of the Listed Purchases under Furniture, Fixtures and Equipment for City Project No. 2014-10 Fire Station No. 2.
- H. Dakota County SMART Building – Case No. 19-51V – Consider a **Resolution 19-209** approving a Variance to allow a 34-foot setback along Highway 52/55 whereas 75 feet is required.
- I. Andrew Horowitz – Consider a **Resolution 19-210** approving a Conditional Use Permit for a medical complex for property located at 6775 Cahill Avenue.
- J. **Resolution 19-211** Approving the 2020 Dakota County Community Waste Abatement Grant Program Application to Receive Funding for Waste Abatement Activities.
- K. **Resolution 19-212** Accepting Proposal for Engineering Services for Stormwater Review at Cahill Storage, 7855 Cahill Avenue.
- L. **Resolution 19-213** Accepting Feasibility and Calling for Hearing for Cahill Avenue Mill and Overlay.
- M. Consider a **Resolution 19-214** Receiving Feasibility Report and Scheduling a Public Hearing for City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay.
- N. Personnel Actions.

Councilmember Dietrich stated she had a comment about Agenda Item 4A and requested pulling Agenda Item 4K.

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

Ayes: 5

Nays: 0 Motion carried.

4A. Minutes from the October 14, 2019 Regular Council Meeting.

Councilmember Dietrich stated she was concerned that the minutes are a month behind. She commented if there is a first or second reading, residents do not have the opportunity to give feedback if they don't have access to the meeting minutes. Mayor Tourville stated the minutes are not approved until they are voted upon. He commented this may be something the Council would need to discuss further.

Motion by Piekarski-Krech, seconded by Dietrich to approve Agenda Item 4A. Minutes from the October 14, 2019 Regular Council Meeting.

Ayes: 5

Nays: 0 Motion carried.

4K. Resolution Accepting Proposal for Engineering Services for Stormwater Review at Cahill Storage, 7855 Cahill Avenue.

Councilmember Dietrich stated in reviewing stormwater for the potential Cahill Storage, the Planning Commission requested Council and staff review how many storage facilities are adequate for Inver Grove Heights. She requested this be discussed before continuing. She stated this has not been platted yet and asked to set aside a time to discuss further.

Community Development Director Heather Rand responded the discussion about whether the community has enough outdoor exterior storage facilities has been ongoing. The proposed facility is an indoor storage facility that would be adding to the tax base. Exterior storage doesn't increase property tax rolls. Planning staff suggests bringing forward discussions in early January or February regarding Ordinance changes and Zoning requirements for storage. Councilmember Dietrich stated she wanted to be on the same page as the request from the Planning Commission and get resident input.

Councilmember Piekarski-Krech asked if this was part of an application process and if it was City- or Developer-initiated. City Engineer Kaldunski responded the Developer submitted a proposal of what the building might look like. The proposal is going through reviews, one of which is the stormwater review. He stated in order to meet the timeline, the stormwater work was advanced because it is a unique site and is a three-story building that affects the park. The information was needed quickly. He stated the Developer provided the money to pay for the study. There is a timeline once the application is received.

Councilmember Dietrich stated her point was to get everyone on the same page as far as the residents and the Planning Commission before moving forward.

Motion by Piekarski-Krech, seconded by Perry to approve Agenda Item 4K. Resolution Accepting Proposal for Engineering Services for Stormwater Review at Cahill Storage, 7855 Cahill Avenue.

Councilmember Piekarski-Krech stated she moved the resolution because it's for engineering services and gives staff the information needed. She commented they could run into legal issues later due to holding up something in the timeline.

Councilmember Dietrich asked the City Attorney if they are under any obligation with the Developer. City Attorney Tim Kuntz responded yes; the formal application triggered the timeclock. They want to be in a position with as much information as possible. He stated there is a 60-day window to act, which can be extended another 60 days to a total of 120 days. Mayor Tourville asked if that was triggered yet because a formal proposal of the building has not been received.

Community Development Director Rand stated this recently went before the Planning Commission. A three-story building is currently being proposed for the site. Councilmember Dietrich asked how the Planning Commission voted on this item. City Planner Allan Hunting responded an application was submitted. He stated they would normally be coming before the City Council at the second meeting in November. He stated the Planning Commission recommended denial of the application with a 6-0 vote for a Conditional Use Permit for mini storage, to exceed impervious surface.

Mayor Tourville asked about the meeting schedule and stated this could be at the first meeting in December. City Planner Hunting responded the Applicant was going over the design because the Planning Commission had concerns about the architecture of the buildings.

Ayes: 4

Nays: 1 (Dietrich) Motion carried.

5. PUBLIC COMMENT

There were no public comments

6. PUBLIC HEARING

None

7. REGULAR AGENDA

Finance

A. Public Hearing and Consideration of Second Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2- and 3-4-2-3, and 10-3-8 Adjusting Development Fees for 2020.

City Administrator Lynch stated this is an Ordinance Amendment to the City Code to adjust the fees and charges associated with development activities. The third and final reading would be scheduled for December 9th. This is done annually. He stated staff proposes changes to the fees that address water and sanitary sewer connection fees. They are proposed to increase 3.5% and 5%, based on financial projections done by the financial consultant. Staff recommends approving the second reading.

Councilmember Bartholomew stated there were typos in the existing document. The typos have been corrected but wanted to make sure the Council is notified if there is a change. He asked if there would be any changes going into the third reading. City Administrator Lynch responded there would be no changes unless the Council directs otherwise.

Councilmember Dietrich stated she has heard from developers saying they are having difficulty coming to Inver Grove Heights and that the increased fees may be cumbersome.

Motion by Piekarski-Krech, seconded by Perry to close the Public Hearing at 7:20 p.m.

Ayes: 5

Nays: 0 Motion carried.

Motion by Bartholomew second by Piekarski-Krech to approve the Public Hearing and Consideration of Second Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2- and 3-4-2-3, and 10-3-8 Adjusting Development Fees for 2020.

Ayes: 4

Nays: 1 (Dietrich) Motion carried.

Police**B. Consider Second Reading of Ordinance Amending City Code 4-1-19: Civil Penalties and Sanctions of, Chapter 1 Alcoholic Beverages of Title 4 Business Regulations.**

Police Chief Melissa Chiodo stated this is the second reading. A minor modification was made as follows:

- The Police Chief or his/her designee will provide three calendar dates as a recommendation to the Council. The Council will select the suspension dates for businesses that are in violation.

She stated a letter would be going to all businesses letting them know of the proposed changes and reminding them of the alcohol compliance checks for 2020.

Mayor Tourville stated every City has locations where the primary purpose is not alcohol. The Police Department would look into saying that the business may be able to be open, but not able to sell alcohol. Police Chief Chiodo responded the license to sell alcohol would not impact any other sales or aspects of their business.

Councilmember Dietrich stated that two business owners contacted her informing her that they did not receive notification. Police Chief Chiodo responded the letter would be going out tomorrow. Councilmember Dietrich referenced the penalties and sanctions stating the concern was doubling the number of compliance checks being done annually. The owners stated they do not aim to serve minors; their goal is to be lawful. She stated even though their staff is tested prior to working, it is the license holder that is punished.

City Attorney Kuntz asked Councilmember Dietrich what notice was referenced as not being received. Councilmember Dietrich responded they did not receive notification that the Ordinance was proposed to be changed. Police Chief Chiodo responded the notification would be going out tomorrow.

Motion by Piekarski-Krech, seconded by Perry to approve the Second Reading of Ordinance Amending City Code 4-1-19: Civil Penalties and Sanctions of, Chapter 1 Alcoholic Beverages of Title 4 Business Regulations.

Ayes: 5

Nays: 0 Motion carried.

C. Consider Second Reading of Massage Licensing Requirements.

Police Commander Dennis Haugland stated this is the second reading of the Massage Licensing Amendments to the Ordinance. There were no significant changes from the first reading. He highlighted the following three grammatical changes:

- Section 2: It was underlined making it look like it was a brand-new Amendment to the Ordinance. It should have been the same as Section 1.
- Section 3: It states suspect, where it should have said suspended.
- Section 7, Under M: All should have been underlined as it was a new addition to the Ordinance.

Mayor Tourville asked if this had been shared with existing license holders. Police Commander Haugland responded a letter was sent out. One letter from a business was returned to sender. He stated he would get the information to them.

Councilmember Bartholomew asked if there have been any comments from license holders regarding the 150-mile radius. Police Commander Haugland responded he has not received any correspondence.

Motion by Bartholomew, seconded by Piekarski-Krech to approve the Second Reading of Massage Licensing Requirements.

Jean Helfman, 2645 78th Street East, owner of Oasis Massage Center, asked why, in the seven years she has been a business owner, no one has come into the business to do a check. Doing so would have stopped what had happened at another local massage business. Mayor Tourville responded there have been some inspections but that is going to change. She stated with regards to insurance it would be a good idea to require either the AMTA or AMBP which is the Massage Associations insurers. That requires they do continuing education and have the correct schooling. Mayor Tourville appreciated her ideas and suggested she exchange contact information with Police Commander Haugland. Ms. Helfman stated that it would be a good idea to have a Code of Ethics.

Terri Hanson, Owner of Concepts and Massage Therapy and Bodywork, stated in November, 2017 she had an appointment at Fantastic Sams located at 9090 Buchanan Trail, near the Massage Therapy business. When she told the stylist of her profession, the stylist began to discuss the massage business located within the same strip mall. The stylist had stated the massage therapist did not speak English, appeared to be living there 24 hours a day, the car doesn't leave the parking spot, a woman comes in occasionally, the door is always locked, and people have to use the doorbell for someone to answer. She stated she went to City Hall after her appointment to pay for her business and individual therapist licenses and spoke with Michelle Tesser about what she was told by her stylist. She was told to go down to the Police Station and file a report. She stated she went to the Police Station and informed the Officer about what she was told by her stylist and how she was concerned it could be a human trafficking prostitution situation. She stated it was apparent that her concerns were not addressed until it showed up on the reviews on websites.

She stated the City Clerk did not listen to her concern. She did not feel the Police Officer took her seriously and that she may be complaining about a competing business. She listed the following concerns about Ordinances:

- Amendment One: Sections 1, 2, and 3. Changing it from five years to ten years may keep them away but would do nothing to prevent illegal activity.
- Section 4: Agreed that new owners and new employees must go through the same application process.
- Amendment to Section 5 and 6: Business owners and individual massage therapists could live up to 150 miles away from the City. She stated it was a bad idea from an investigation standpoint, to send Officers further away. She stated in 2002 it was a problem for Inver Grove Heights that she herself lived in the City of South St. Paul. She commented that business owners and therapists should live within a reasonable distance of where they work. She stated an owner doesn't really have a vested interest in their business if they live 150 miles away.
- Section 7, Letter K: Food preparation. Should only occur in locations designed for the purpose for which a proper building permit has been obtained. She questioned if she couldn't eat at work if she is cutting up vegetables and putting them in a salad or making a sandwich.

Councilmember Piekarski-Krech responded the idea is one can't have a full kitchen; they cannot prepare and serve meals. Ms. Hanson asked what that topic pertains to with this type of business.

Ms. Hanson requested the City and Police Department look back at licensing issued in 2017, 2018, and 2019 and look for clues missed. She stated to look carefully at what is done at the front counter for anyone applying for any business license in an equal manner. She stated having an interpreter on hand would be helpful, or a service for staff to use by phone in the future. She stated she noticed that the City is currently scheduling appointments for first-time massage applications. She asked that training be done for human trafficking at City Hall.

Ms. Hanson asked if the City was moving forward with limited business licenses and therapist licenses. City Attorney Kuntz responded they are not at this time. She commented she has concerns with the statement that says, "they can look at her tax returns and other business filings", which to her meant her client lists. She was concerned about what type of information they are looking for and felt it was an invasion of personal information. She requested there be a justifiable cause to do so.

She stated there was absolute complacency when it came to processing massage therapy and business licenses. She was ignored as a business owner when she came in with concerns about a questionable business practice. Mayor Tourville suggested she share her ideas and suggestions with Police Commander Haugland prior to the third reading. Councilmember Dietrich apologized for all Ms. Hanson encountered and thanked her for looking out for the community.

Police Chief Melissa Chiodo thanked Ms. Hanson for coming forward. She stated the Department has had training in human trafficking and have worked with other agencies and Cities that have dealt with the issue. She stated she cannot speak to what took place in 2017 but would be happy to have a discussion with Ms. Hanson about past practices and things that did or did not occur. She stated they will continue to do their best and maintain a victim- centered approach when doing investigations into businesses.

Police Chief Chiodo stated the Ordinance was done with best practices and human trafficking in mind. She responded about the reference to living within 150 miles and stated the area was not expanded, it was narrowed as nothing was listed before. She addressed the past business with the doors being locked and stated that they needed to operate within the Law, have probable cause, and be able to get into the business.

Councilmember Bartholomew asked about the scope for the tax return review. Police Chief Chiodo responded that was with best practices and looking into human trafficking. She stated that businesses doing human trafficking sometimes have things that can be flagged in their taxes, sometimes cash is paid without paying taxes. That is one of the tools that agencies have used when putting together cases. Councilmember Bartholomew asked if it could include bank accounts. He asked if they do a tax return review on everyone that has a license or is renewing a license. Police Chief Chiodo responded bank accounts could be a possibility; it's not a random check of every business, it happens during an investigation when it is believed there is human trafficking occurring.

Mayor Tourville stated when this information was in the newspaper there were numerous questions in reference to the City Attorney and the Police Department. The City ended up being on a code of silence due to an investigation.

City Administrator Lynch stated due to information received this evening, he advised pushing back the third reading so they could meet with individuals and consider language changes. He stated the third reading could take place in December.

Police Commander Haugland stated the letter he had sent out included dates. If the date would be changed, he could send out a new letter. Mayor Tourville commented it could wait until January if needed. He asked the City Attorney if a date would need to be determined. City Attorney Kuntz responded a date would be needed so the Commander could get notice out for those interested in attending. Councilmember Bartholomew suggested the first regular meeting in January. City Attorney Kuntz responded that would work. Mayor Tourville stated the date would be Monday, January 13th. He asked if those who made the Motion were in agreement with the date. Councilmembers Bartholomew and Piekarski-Krech agreed.

Ayes: 5

Nays: 0 Motion carried.

D. Consider Third Reading of Ordinance Amending Inver Grove Heights City Code Title 5, Chapter 6, Section 1 Related to Use of Firearms and Bows and Arrows.

Deputy Police Chief Sean Folmar stated this is the third and final reading for Amendment changes to Ordinance 5-6-1. No changes or revisions have been made since the second reading.

Councilmember Bartholomew asked if there have been any public comments. Deputy Police Chief Folmar responded there were no comments about what is being changed.

Motion by Dietrich, seconded by Perry to approve the Third Reading of Ordinance Amending Inver Grove Heights City Code Title 5, Chapter 6, Section 1 Related to Use of Firearms and Bows and Arrows.

Ayes: 5

Nays: 0 Motion carried.

E. Consider First Reading of Ordinance Amending City Code 5-3-1 to 5-3-18 of, Chapter 3 Alarm Systems of Title 5 Police, Health and Safety.

Police Commander Josh Otis stated this is the first reading of the Alarm Ordinance. There was discussion at the worksession about making some changes. The red areas and the stricken areas in the document are the ones they want to change. The focus was on the definitions that were added. He stated that the City does not currently charge for an alarm permit. Staff time to do data entry for the processing of all false alarms is time consuming and costly. There were 851 total alarms in 2019. He stated Councilmember Dietrich requested a breakdown of what alarms were had for 12 months. 2019 had a better representation of those alarms as follows:

- Total number of alarms for businesses = 324
- Residential = 232
- Also respond along with the Fire Department to fire alarms
- 44 for businesses, 188 for residential

Due to the processing of false alarms and alarm permit holders, changes need to be made as follows:

- 5-3-4 states a registration fee could be required- left up to the Council for recommendation and feedback.
- 5-3-6 Duties of the Alarm Company. Currently the duties for the alarm company is to call the Dispatch Center and inform of a false alarm. The change allows the alarm company to go through proper maintenance and upkeep of the alarm for the alarm user. This also provides instructions about how to have a second call verification. If the first party is unavailable, a second party will be called.
- 5-3-8 Enforcement of Provisions. Currently the first and second false alarm receives a warning letter. The third response is a \$100 civil penalty, fourth response is a \$200 civil penalty, five or more false alarm responses is a \$300 civil penalty. In addition to that, a change to the Ordinance allows for the excessive consumption of City services.
- 5-3-9 speaks of an Alarm User Awareness Class. For alarm users that have a first-time civil penalty of \$100. If attending an awareness class, the fee could be waived based on Council making the recommendation.

He stated research was done on alarm permit fees and they range from \$35.00 for residential and commercial. Cottage Grove does not charge a fee for residential but does for commercial. Larger cities such as St. Paul and Minneapolis charge a fee of around \$30.00.

Councilmember Piekarski-Krech asked what the costs to provide the service are because the fees should align. She asked how much time it takes to input and deal with false alarm data. Police Commander Otis responded the FTE time to do data entry for the initial application would be minor. A false alarm has to be tracked and placed into the database for each false alarm and ensures the appropriate violations are recorded. He stated there is not a system to import that information, it is done individually on a daily basis. Time would depend on the number of alarms in a day and how much time the FTE would use. October 2019 had 20 billable false alarms.

Mayor Tourville stated there were two different fees, one for registration and the other for penalties. They are trying to follow best practices for this. He suggested going as low as possible for the

registration fee at about \$30.00. He commented the current penalty fees were somewhat reasonable. Councilmember Piekarski-Krech stated the false alarm amount was to deter people and ensure the system is fixed or the alarm company fixes the system. She stated it is an unnecessary use of resources to have false alarms being responded to in the event an emergency comes through at the same time.

Mayor Tourville asked if the Fire Department or the Police Department marked the false alarm for a fire call. Police Commander Otis responded it would be a fire call, it would be a Fire Department false alarm. He stated the current Ordinance allows Police and Fire alarms be the same, this would remove that to have a separate Ordinance for Fire alarms versus Police alarms.

City Attorney Kuntz asked about having another list of civil penalties for enforcement. Police Commander Otis responded 5-3-8 Section A states, "if there are five or more false alarms in a permitted year" they could be considered excessive and have the Excessive Consumption Ordinance take over. City Attorney Kuntz stated the five or more alarms would trigger the Excessive Consumption Ordinance. Commander Otis responded there would be the potential. City Attorney Kuntz asked for clarification on it being potential or reality. Police Commander Otis responded it would depend on the circumstances, that would be brought to Administration to see if it should be brought before the Council to see if it is excessive consumption or not, then follow the Excessive Consumption Ordinance that is enacted.

Councilmember Bartholomew stated this is a good start. He asked to see a good reason for the permitting fee in writing as well as the methodology to justify it. He stated the final arbitration of the City Council would be a claim for excessive consumption to be determined. Police Commander Otis stated that information would be provided to the Council so they can make a determination.

Motion by Piekarski-Krech, seconded by Perry to approve the First Reading of Ordinance Amending City Code 5-3-1 to 5-3-18 of, Chapter 3 Alarm Systems of Title 5 Police, Health and Safety.

Ayes: 5

Nays: 0 Motion carried.

Community Development

F. Consider Resolution Amending Amendment No. 1 to Improvement Agreement for 9725 Robert Trail South.

Community Development Director Rand discussed a request to approve a two-fold resolution that amends the Improvement Agreement with Valley Homestead Properties for a project called STOR located at 9725 Robert Trail South. The Amendment denotes levels of reasonable site screening for the benefit of nearby residents. She stated it was two-fold because they are asking Council to determine that the additional or supplemental screening coupled with the original screening and landscape improvements find that all agreements are in substantial conformance with the January 14, 2019 City Council approved Conditional Use Permit (CUP).

She discussed background of the project stating in December 2018 the Planning Commission recommended approval of a CUP for this site zoned Limited Industry. The project consists of a climate controlled mini storage facility, up to seven new outdoor cold buildings, and the renovation of an existing commercial building that has been vacant for 13 years. She stated the project included construction of a small office building at the entrance of the property off Robert Street.

She stated the CUP was necessary due to two variances the Planning Commission recommended approval on as follows:

1. To erect an 8-foot-tall solid screen fence for the benefit of homes west and north of the proposed vehicle storage area on site.

2. Changes to the developments landscape plan. It was short the required number of plantings. The Planning Commission found the variance should be granted. City Council considered the CUP on January 14th.

She stated in May 2019, Council approved the Improvement Agreement and construction commenced on site. It was brought to Planning staff in June and July 2019 that neighboring residents on Tyne Lane had concerns with the plan. She stated Community Development and Public Works staff reviewed the concerns and found the May 2019 improvement plan had been approved by City Council. The existing plans were in conformance with the CUP except for a grading change.

Community Development Director Rand stated the focus will be on the grading change and the impacts on screening. She requested Council adopt an updated remedial screening plan that adds additional screening. She displayed a map of the area dated November 19, 2018 which went before the Planning Commission and was adopted by City Council in January. She displayed a different map stating in February the City Engineering staff were made aware of concerns the Minnesota Pollution Control Agency had. There is an area where there was a former septic system that had contamination concerns, which precluded the need to change the stormwater management plan into three smaller ponds. The site was graded, and trees were removed due to the new stormwater management plan.

She stated tonight they have an updated screening plan as she referenced on a diagram. Upon adoption, the City would require:

- The developer plant 25 six-foot conifers along the road
- Ten trees in another location
- Additional fencing
- A conservation easement area over a stormwater management pond
- For the four most impacted property owners, an inducement payment has been suggested, to be divided amongst them so they can purchase and design their own landscape plantings on their own property to their exact specifications

She stated the Plan is labeled as Exhibit D dated November 1, 2019. The development team is here, the project engineer, and their Attorney.

Community Development Director Rand responded to a question directed to her from Councilmembers asking how often the City does, between the time a Conditional Use Permit and Improvement Agreements are approved, do changes or amendments to storm water management plans occur. She responded it happens very often. She stated staff pulled the names of projects where there have been adjustments as follows: Blackstone Vista 1, 2, and 3, Blackstone Ponds, Blackstone Ridge, Scenic Hills 1, 2, and 3, Arbor Pointe and Argenta Hills. She stated this often happens and asks where to go from here so there is adequate screening for this project at a reasonable level.

Councilmember Bartholomew asked for clarification about the trees along the north line and if they were in or out of the conservation easement. Community Development Director Rand responded the trees were on the southern edge, outside of the conservation easement. Councilmember Bartholomew asked if there were guidelines that state what happens to the trees if they become diseased or come down and what the process was for replacement. Community Development Director Rand responded as vegetation reforests itself, there could be dead or diseased trees. Technical Amendment 7F references the Developer has a right to go into that conservation easement, with equipment, to pull out dead or diseased trees. They can also do minor snow removal. Councilmember Bartholomew commented nothing can change in the conservation easement, it is up to the property owner to keep the pond at the right elevation. Community Development Director Rand responded that was correct.

Brian Briggs, owner and developer, stated he and his wife have worked hard and saved diligently, their life savings and retirement funds are being put into this project. They want to make this a great experience for all of Inver Grove Heights. He stated he is grateful to elected Officials for the difficult tasks they do. He commented change is challenging, especially when it comes to property. He does not believe there was a use of this property that would have pleased everyone. He stated during property development they have followed rules and processes and appreciate the recommendations that have helped them through this process.

He stated he was surprised about the events of the last couple of months and was confused about why this is becoming such a big issue on an industrial site that existed before the adjacent homes were built. He stated they felt self-storage was the best scenario for neighbors at this site due to its quietness, security, and nature. He stated a distribution center doesn't require special permits and would have created a different atmosphere for the neighborhood.

Mr. Brian Briggs stated they have followed the City's process for site plan review and CUP, received Council approval, received site plan permits, and worked with Planning and Engineering staff to address minor site and engineering changes as they arose. He commented they have done substantial improvements with the property and are nearing completion. He stated stormwater management regulations are more restrictive with great expense to property owners and a benefit to residents. Due to the slope of the land and terrain, plans were required based on elevation, setbacks, proximity to existing buildings, and paved areas. Plans were approved by the City Council in December 2018.

He stated changes were made to address staff comments, as directed in the approval resolution and the discovery of contamination on site. One constant was the rate control pond in the northeast corner of the site adjacent to residents and Mr. Robbin's home. He stated the removal of trees included old Boxelder and Cottonwood trees, the number of trees removed were unknown, consultants determined approximately 63% of the tree canopy was removed. Sixty percent removal was the threshold without mitigation. Boxelders and Cottonwood are not included in the calculation, meaning no mitigation would be required. He stated they understand that loss of trees adjacent to one's property is a concern. They do not believe there is any merit to the neighbors claim that they have been unduly damaged. He stated the reaction has been extreme.

Mr. Brian Briggs stated they see no merit to the claim of damages, and he feels the City's patience, resources, good people, and power are being abused in an attempt to compel an outcome. He commented that the resident's narrative has left out their choices. To note, the neighbors chose to live next to an existing industrial site, they chose not to sell while an obsolete industrial building sat empty for a decade. He stated the outcomes could have been worse. They chose not to buy a portion or the whole property and control what happened with it. He commented that those who have the greatest issues are the ones who have cleared their own lots and have no evident efforts to establish their own screening. He stated they chose to escalate with the City instead of dealing with the developer privately, with exception to one property owner who worked things through. All those choices could have avoided them from being here. He stated they have spent a lot of the City's time and resources and his time and resources. They want to move past this and bring resolution.

He stated during the CUP process they agreed to make substantial investments in the project to minimize the impact on neighbors that included an expensive taller fence, special lights, special shields, expensive dimming shields for the lights, and landscaping. While they believe their effort is adequate, they are willing to make an additional investment in the hopes everyone can move forward. The compromise plan presented includes: a nature easement, additional trees, additional fencing, and screening, and it is sound and reasonable. He commented they would spend an excess of \$75,000 in improvements to appease the neighbors. The improvements are of no value to the developer but offer them to try to move forward. He stated he hopes the neighbors will agree that this is a reasonable compromise and feel this was the best alternative they could have on an

industrial site next door. He thanked the City Council and City Administration for being patient through the process and asked to approve the compromised plan.

Councilmember Bartholomew wanted to understand the logic behind going from one holding pond to three. Steve Johnston, Elan Design Lab, Engineer for the project, responded the engineer review was to redevelop the stormwater concept to have a separate volume control/infiltration basin from the rate control basin. The preference was to do it in separate basins. One of those basins was to go directly on top of the, unknowingly, contaminated soils. The MPCA told them they could not place it there. It was redesigned and placed in two separate ponds, then to three ponds based on the requirements. Councilmember Bartholomew asked which was the rate pond and which was the filtration pond. Mr. Johnston responded the one closest to the neighborhood is the rate control pond and will only receive water from the storm sewer system in a rainfall event greater than 1.1 inches. It is a dry pond, a device minimizes runoff, water will rise and drain. The other two basins are infiltration basins, water goes in and infiltrates. Greater than 1.1 inches, water flows out through pipes into the pond on the north side of the site.

Councilmember Bartholomew asked about the recommendation to have two filtration ponds and one rate pond. Mr. Johnston responded the requirement from staff was to go from one pond to two. Two ponds resulted in the infiltration basin over the contamination. That resulted in the need for three ponds. Mr. Johnston displayed a diagram showing where the original pond was when there was one basin and where the trees were going to be removed. The pond is smaller than the approved plan and the pond adjacent to the neighbors. He referenced the conservation easement stating the trees would be on their own side of the fence. He commented it would not be a problem to move them to the other side of the fence and put them within the easement.

Mayor Tourville asked about the rate pond and the infiltration ponds. Mr. Johnston responded the infiltration ponds overflow to the rate control pond. The water would sit in that pond for maybe a day or a day and a half in a 100-year event, after that it flows to the east. He stated it is a dry pond and will not hold water. Mayor Tourville stated the concern was the backyards, the houses are higher. He asked if they have always been higher than the site. Mr. Johnston responded it is lower than the grades were previously. One contour line was 880 and the other was 890. The bottom of the pond is at 875.

Councilmember Piekarski-Krech asked if the septic system was removed or covered. Mr. Johnston responded the septic system was removed; the soils did not need to be removed according to the MPCA. She asked where the groundwater contamination was going. Mr. Johnston responded the groundwater was 60 feet below the surface, there was no contamination in the groundwater. It was found as they sampled their way down. They didn't want to add more infiltrated surface water on top of it to push it lower. The contamination was not at high levels. Councilmember Piekarski-Krech commented that buildings could be placed on top of it, but not water. Mr. Johnston responded that was correct. The pond was lined with two feet of clay, so it wouldn't infiltrate. The infiltration basins were placed outside of the septic system. There is no infiltration taking place in the area where there is contamination. The first 1.1 inches of water goes into the ground; greater amounts overflow to another pond. Councilmember Piekarski-Krech asked if they are piped to the location. Mr. Johnston responded they are piped.

Mr. Johnston displayed the May demolition plan for the project and stated the grey areas are the trees that were designated to be removed. Pipes and septic tanks were removed. Councilmember Bartholomew asked if the physical properties of the drain tile were removed. Mr. Johnston responded nothing that was found was left.

Grant Robbins, 9432 Tyne Lane, stated he is joined by much of the Tyne Lane neighborhood. There are seventeen residential properties and sixty residents. Most have lived there for more than fifteen years. He stated he reached out to Mr. Briggs in the past but had been referred to his Attorney. He asked residents of Tyne Lane in attendance that are in support of the 'resident view' to stand, and

those that are supporting Inver Grove Heights residents to also stand. He stated he agreed with most of the property right comments made by Mr. Briggs. He commented he believed in the development of property and is not opposed to a self-storage facility in that location.

He stated the project began to go south after February 11th, when contamination was discovered on site and residents were not notified. He stated he leaves that responsibility to the City. From February through May the following changes were proposed by the developers:

- Early December 2018: Notified of the Planning Commission and the proposed development.
- December 18 Planning Commission meeting and a January 14th City Council meeting. Tyne Lane residents offered feedback to Briggs; feedback was taken constructively. In January the developer presented the City Council with plans and a request for a Conditional Use Permit (CUP). Conditions were attached to the permit.
- February – May 2019: Extremely significant plan changes were approved by the Assistant City Engineer that are not permitted under the conditions of the CUP.
- May 28, 2019: Tree removal, grading, and stormwater system installation took place. Work is near completion and in dramatic conflict with the approved CUP.

He stated the developer and representatives were slow to respond to questions. Tree clearing plans were not made available.

- August 20, 2019: Phone conversation with Assistant City Engineer Steve Dodge who arranged for a teleconference meeting on August 22nd with many present.

He stated he had several requests for documentation. The meeting ended with general agreement to meet the following week. During the meeting with Shawn Briggs he expressed concerns with screening, tree removal, and grading changes. He stated Shawn asked specifically what the residents would require. He stated he received the Planning Commission drawings he requested and was referred to City Engineer Tom Kaldunski where he told him of the changes. The City Engineer responded he was not familiar with the changes. City Engineer Tom Kaldunski stated he had medical issues going on at that time. Mr. Robbins continued:

- August 26, 2019: City confirmed the plans given were correct. Residents came before the City Council to alert them of the changes.
- September 4, 2019: City provided a correct demolition drawing showing 63% of trees were removed rather than the 37% approved and documented in the Planning Commission and City Council plans.
- September 5, 2019: Meeting with City staff about nonconformances and requested the work stop on the east side while working through the details. West side work could continue.
- September 6, 2019: First verbal warning from the Chief Building Official to the developer that work before and after specified hours was unacceptable. This continued from May through October.
- September 23, 2019: Attended the City Council meeting on a regular Agenda Item. Stated concerns, they were validated, and the City confirms the work on site is not compliant with the CUP. Residents requested a meeting with the City to draft a resolution to the problem. City refused to meet with residents.
- October 14, 2019: Attended the City Council meeting. Project was not listed on the Agenda as promised to residents. Residents addressed concerns during Public Comment and still do not have a meeting with staff.
- October 22, 2019: Meeting with the City to review what had been negotiated between the City and the developer. Residents were not allowed to participate in discussions to help craft a mutually acceptable agreement. Residents informed the City they were unanimously opposed to the proposal and would follow up in writing with recommended changes. Shortly after the meeting, an email was sent to Mr. Huntley, the Attorney for the developer, stating they were willing to discuss a reasonable resolution. No response was received in ten days.
- October 28, 2019: Attended the City Council meeting. This item was not on the Agenda. Residents addressed the Council and asked it to be placed on the Agenda.

Mr. Robbins discussed a checklist with reasons why tonight has to be a “no” vote. He stated he would propose how to get to a resolution and is ready to work with the developer about what that resolution would look like. He listed the following:

- City proposal does not address the issues with the CUP. Site grading plan and landscape plan are still significant problems.
- The City’s remedial screening plan is ineffective and does not address the removal of an additional 1.9 acres of trees prohibited in the CUP to be removed.
- The City and developer have failed to follow MN State Law for proper monitoring and amendment to the CUP.
- The developer’s track record suggests enforcement of the CUP and City support of residents is long overdue.

Mr. Robbins discussed the following:

- Conditional Use Permit: November 2018. Developer applied for a CUP due to the need for a variance to plant fewer trees on site. Planning Commission meeting took place, residents reviewed and were in support of the plans.
- Site Grading Plan: November 19, 2018. Approved by the Planning Commission and City Council unanimously. Substantial conformance required by CUP recorded February 5, 2019.
- Site Grading Plan: May 24, 2019. Diagram shown. Prohibited by CUP, excavation, regrading, and preparation of a 20,000 square foot industrial development site. City states the design and grading changes were at the developer’s own risk. Septic system was on the north side, there was no need to clear additional trees or for a future industrial location. Developer prepared a road north/south off of the main road pointing directly into resident’s property. Needs were discussed regarding the stormwater basin. Steep regrading was done around the area, trees were removed, and addition of two additional stormwater ponds. Residents agree this is what a substantial non-conformance looks like.

Mr. Robbins displayed photos of the locations from his home, the future development location, roadway, and the CUP grading and preparation of a future road location that are visible and in clear view. He stated the grading changes were done due to the removal of the trees on site. The pond reaches within twelve inches of a resident’s property. The tree removal and stormwater changes create a safety hazard for residents. He stated Barr Engineering and the developer confirm that water would reach a depth of 5.5 feet, seven (7) feet from resident property, in an unusual rain event.

He discussed the following:

- Landscape Plan: .3 acres of trees and vegetation were removed and provided screening for the roadway. The existing tree vegetation to the southeast and 1.2 acres south of the roadway were to be maintained. The plans were approved by the Planning Commission and residents.
- Demolition Plan: Developer requested a CUP to remove 37% of the trees on site with an additional request to remove 1.9 acres of trees. Residents reviewed the plans and noticed the 1.9 acres were still noted as 37% of trees on site. Actual tree clearing was 63%, 357 trees, 146 more than requested by the CUP permit. Residents find the 70% increase in tree removal to be a nonconformance with the CUP conditions.

Mr. Robbins displayed numerous aerial photo views before and after the development took place. He discussed the following:

- City Remedial Screening Plan: The need for the remedial plan was due to the removal of 1.2 of the 1.9 additional acres on site. The proposed screening plan was reviewed by residents and deemed ineffective. Twenty-five, 6-foot conifer trees would be planted on the downslope of the regraded land. Six-foot trees would not provide any screening to resident property. Planting .008 acres of six-foot trees east of the roadway could not replace prior screening. There would be an eight-foot fence with slats placed on a downslope away from the 20,000 square foot

development location making it ineffective and unacceptable to residents. He stated the fence is not in compliance with the CUP and would be installed on a downslope and unacceptable to residents. Ten conifer trees would be planted in front of the fence, further down the downslope, and would also be ineffective screening.

- Minnesota State Law: Minnesota Statute 462.3595 states “A Conditional Use Permit shall remain in effect as long as the conditions agreed upon are observed”.

He stated the conditions have not been observed by the City or developer since May 29. An Amendment to the Conditional Use Permit could have been proposed by the developer. He stated the developer chose to make significant changes to the plan at their own risk.

- Developer Track Record: December 18, 2018, Planning Commission meeting.
 - The developer requested the removal of 37% of tree canopy on site.
 - In May 2019 the developer changes plans, proposed removing 1.9 additional acres (146 more trees). Plans were submitted to the City, but 37% tree removal figure stays the same.
 - He stated the developer was warned that trees to be removed were very close to resident property. Developer acknowledges warning. Developer then drops trees onto resident's property fifteen feet from where children were playing on a trampoline.
 - Violations to the stated work hours began from May through October.
 - August 22, 2019 a meeting was held, and Shawn Briggs made an offer to residents to solve the problem. Offer was that residents would prepay \$7,500 up front, for the developer to put in a chain link fence with slats.
 - Developer stated, “I always like it when everyone has some skin in the game”.
 - August 27, 2019. Shawn Briggs requested to meet and suggested to be prepared to address the City with the plans. Mr. Robbins responded he was not ready to make a commitment; neighbors do not support the plan. Developer withdrew all communications and directed communications to the developer's Attorney. Once the Attorney was contacted, there was no response.
 - August through September there were continued violations of work hours.
 - October 10, 2019. First stop-work-order on site due to a violation. Stoppage lasted six hours.
 - November 1, 2019. Mr. Robbins emailed the Attorney, Mr. Huntley, with ideas about how to solve the problem and offered to meet with the developer. There was no response for one week. Once the Attorney responded, they attached conditions that would never be accepted by residents. Offers to meet with the developer were unsuccessful.

He stated he would extend an olive branch to Brian, Steve, and Mr. Huntley. The residents are reasonable, the communication was a result of the City and workers on site. He stated the City Council should vote no on this resolution due to numerous issues. Resident's would like the City Council to:

- Direct City to place the project on the next regularly scheduled Agenda. Request an update from Briggs, the City, and residents, on the progress to an acceptable resolution.
- Have the City prepare a potential order for the Council to consider if they are not making joint progress on a resolution, that a full stop-work-order be implemented on site, the day after the next City Council meeting and in place until the CUP and all issues are resolved.

Councilmember Piekarski-Krech stated she was concerned they are saying the City violated the law and asked the City Attorney about procedures. City Attorney Kuntz responded the plans of January were different than the plans in May. The CUP provided that the final plans were to be in substantial conformance to the CUP plans. He stated staff reported to the neighbors on September 13, 2019 via email the following: “City staff determined that the May 2019 plans approved by the City Engineer are in substantial conformance with the conditions set forth in the project's CUP, save and except for a grading change that resulted in the loss of site screening”. He stated staff determined, except for the loss of site screening, the rest of the plans were in substantial conformance. This continues to be the position of City staff.

City Attorney Kuntz stated there has been much debate about word selection, mistake, error, judgement, oversight, violation of the law. Staff has determined all plans were in substantial conformance except for the screening. Councilmember Piekarski-Krech asked about the excavation for the 20,000-foot area. City Attorney Kuntz responded that falls under screening. Some trees were removed due to the septic system issue, and some were caused by the industrial site preparation. He stated since September 13, City staff has been trying to find a remedial plan for screening replacement which will bring the new plans into substantial conformance of the CUP plans. City staff believes they have accomplished that with what has been presented tonight. The neighbors don't agree. City Attorney Kuntz stated that brings into question if by process, is the City violating the law. They are not having an amendment to the CUP, if they were amending the CUP there would be notice, a hearing, Planning Commission review, and then Council action. The process states the final plans have to be in substantial conformance to the CUP plans with the new screening plan being presented.

City Attorney Kuntz stated it raises the question about what substantial conformance means. "Substantial conformance means that it reasonably meets the primary elements or objectives of the site plan". He stated the discussion about having another 149 trees, would not be. They are not putting back the trees taken out. City Council should try to determine the functionality of that site. He stated he does not believe they are violating the law.

Mike Gannon, 9322 Esk Lane, commented that substantial conformity was being identified to other projects, they have not addressed whether those projects were successful. He asked how they identify substantial conformity when they are not familiar with the other projects. He stated the neighbors do not feel it was a substantial conformity and the City does. He asked why it was a substantial conformity.

Mr. Robbins stated residents could summarize what substantial non-conformance is as follows:

- 20,000 square foot future industrial development location.
- A roadway that was not supposed to be there, facing resident's property.
- Total loss of tree screening of the roadway on site.
- The fence that does nothing other than guard the 20,000.

Mayor Tourville asked if this item should be tabled to allow the parties time to get together to discuss what is preferred. Then come back in December or January. Mr. Robbins responded residents offered to sit down with the City to craft a plan. They offered to sit with the developer and the City. He stated the City refused. Mayor Tourville stated there were meetings with the City. Mr. Robbins responded there was one meeting to begin work on this plan.

Mr. Robbins stated the residents would like to meet with the City and with the developer. He asked for assurance that this would not drag on for another four months. Community Development Director Rand stated it is correct to say that Mr. Robbins has clearly and consistently shared thoughts and potential settlements. The residents have been heard, the City is trying to negotiate a deal between the developer and the residents. She stated this plan is a reasonable response, what individuals have shared to-date in writing or at a meeting was unreasonable. The developer at times has been unreasonable as well. She stated the City has to look at both sides and craft a solution. There is a crafted solution before the Council.

Councilmember Bartholomew stated it was reasonable to allow a meeting with the developer, staff, and the community. He stated he would like answers from the developer as to why they believe this is in substantial conformance.

Councilmember Piekarski-Krech stated she was appalled the first time this came before Council and the trees were gone. She commented she wasn't sure how to move forward or what the reasonable solution was. She stated the developer is there and doesn't want them to walk away because a

mess would be left. She wanted the site finished and covered. She understood how upset the residents are, she has been through a similar situation.

Victor Salamone, 9436 Tyne Lane, agreed. He asked why money would be invested to not be a solution. He stated they know they are not going to get 149 trees back. He asked why they invest money on a solution if it is not going to work.

Mr. Brian Briggs thanked Mr. Robbins for the explanation, it was the first time he had heard most of it. He agreed to wanting to solve this issue. He stated the conference call Shawn was involved with was confrontational. Spending \$75,000 to try to solve things is a reasonable amount and he hope residents would feel the same. He stated they have done everything they can to be in conformance with the plan. He stated he agreed with the last comment about spending the money if it is not going to work. They have spent a substantial amount and are prepared to spend more. They want it to work. He stated the interactions with lawsuit threats does not lead them to believe there is a likelihood that additional finances would solve the process.

Mayor Tourville stated this will not be solved this evening. If the parties are willing to meet, they should give it a try. He suggested it come before the City Council on December 9. He stated he would not vote yes or no this evening, but would like to take a look at another chance for the parties to have discussion.

Mr. Brian Briggs stated a lot of things have gone on for tonight's meeting. He commended Community Development Director Rand and staff for working on this. He stated this is a reasonable compromise, he was unsure if he was willing to go further than this if he hasn't heard any suggestions.

Shawn Briggs, partner, stated if there is another meeting, he recommends choosing a different spokesperson other than the prime person this evening. One hundred percent of the interactions have been inflammatory and have escalated.

Joe Fahnhorst, 9395 Tyne Lane, stated he respectfully disagrees. Mr. Robbins represents the neighborhoods.

Grant Robbins asked if Brian Briggs wanted to meet or not. Mr. Briggs responded they have wanted to meet and solve this for a long time. He stated communications with his son Shawn have been confrontational and inflammatory. He agreed with the suggestion of a change in leadership in regard to the neighborhood. He stated he was hopeful this would be solved and finished this evening.

Mayor Tourville stated this could take more than one meeting to come to an agreement; he hopes to see them back before the Council on December 9th with an update. Councilmember Bartholomew stated the update should have some movement and agreement. Councilmember Dietrich appreciated that the residents are not asking for the trees to come back. She commented that she doesn't think time heals anything, it's what is done with the time. She asked if both parties are willing to meet and use the time wisely. Councilmember Piekarski-Krech stated everyone will have to give a little.

Mayor Tourville asked the City Attorney if this could be tabled until December 9 and if there were any time constraints. City Attorney Kuntz responded it could be tabled until December 9th.

Motion by Bartholomew, seconded by Piekarski-Krech to table Consider Resolution Amending Amendment No. 1 to Improvement Agreement for 9725 Robert Trail South until December 9, 2019.

Mayor Tourville stated the Community Development Director would be the point person to get groups together.

Mr. Salamone stated he was unsure if they should utilize the Community Development Director as the facilitator. He suggested the residents and developer figure things out on their own first and then involve the Community Development Director.

Ayes: 5

Nays: 0 Motion carried.

Administration

G. Consider City Clerk Appointment.

City Administrator Lynch stated they had gone through a process for the hiring of a City Clerk and have decided on Rebecca Kiernan. She comes from Dakota County and has 19 years of government experience, is currently in charge of Elections, and is a Certified Municipal Clerk. He stated he recommends the hiring of Rebecca Kiernan for the position at Step 2, which is in the 2019 and 2020 Budgets.

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

Ayes: 5

Nays: 0 Motion carried.

H. Consider Approval of HR Coordinator and Administration Specialist Positions.

City Administrator Lynch stated this recommendation was part of two considerations as a part of a reorganization. Council gave direction to see the number of full-time employees and the cost to the City reduced. This could be done with these two replacement positions. The Human Resources Coordinator position replaces the current Administrative Services Coordinator position and drops from 1.0 full-time employee to a .6 part-time employee. The Administration Support Specialist replaces the Management Analyst. He stated both positions have been budgeted for in the 2020 Budget.

Councilmember Piekarski-Krech asked if anything was taken out of the budget approved in September. City Administrator Lynch responded adjustments had been made prior to that when the preliminary levy was set, changes were not made since. He stated the positions existed in the preliminary approval with costs associated with the two positions. Councilmember Piekarski-Krech stated she approve one position but was not comfortable with two because of a position being added in Information Technology next year. Nothing has been cut out of the budget yet; if there are no cuts the levy will be exactly as approved in September.

Councilmember Dietrich agreed with Councilmember Piekarski-Krech and stated the two positions should be separate items on the Agenda. She supports one and not the other, she supports the Human Resources Coordinator position.

Councilmember Bartholomew stated with regards to the budget, he would agree with the one full-time position and then hold on the .6 part-time employee. Councilmember Piekarski-Krech suggested the two positions be combined. Councilmember Bartholomew agreed. He asked Councilmember Piekarski-Krech if the position should come back with shared responsibilities. She asked if the Administrative position prior did Human Resource and City Clerk assistant duties.

City Administrator Lynch stated that was the original position description. They discovered over time that it split the person's ability to assist in one of those three areas significantly. He urged the City Council to reconsider due to the following:

- There will be three Elections in 2020. One is unprecedented, the 2020 Presidential Primary. The City Clerk position needs immediate back up in the event of absence, so there is someone that can fill in and also be able to fill in with licensing.

- Based on the number of full-time, part-time, and seasonal employees that run through the City on an annual basis, a .6 in Human Resources is needed. Due to its specialization and confidentiality, that person can't do a lot of other things that would take them away from that.

Mayor Tourville suggested approving the one full-time position tonight and look at the other position in 2020.

Motion by Bartholomew to approve the position of a full-time Administrative Specialist

Councilmember Piekarski-Krech suggested the position be Human Resources and City Clerk support.

Councilmember Bartholomew withdrew the Motion.

Councilmember Bartholomew suggested the position of Administrative Specialist come back with Human Resources in the job description. Mayor Tourville stated the position would be one full-time employee with multiple tasks. The job description would be updated. Councilmember Perry stated she could support both positions as described in the packet. Both positions were previously budgeted. Councilmember Bartholomew stated he was concerned with the budget and the full-time employee positions next year.

Motion by Bartholomew, seconded by Piekarski-Krech to approve the position of Administrative Specialist who will assist with Human Resources Coordination. The position would be for one full-time employee with a blended job description.

Ayes: 3

Nays: 2 (Perry, Dietrich) Motion carried.

Mayor Tourville requested the City Administrator work on the job description along with the Human Resources Manager.

I. Consider Salary Adjustment and Contract Amendment for City Administrator.

Mayor Tourville stated he was interested in meeting after the December 2nd work session for the 2019 review, contract update, and contract amendment. Councilmember Piekarski-Krech asked if this item should be tabled until then. Mayor Tourville agreed.

Motion by Piekarski-Krech, seconded by Perry to table Consider Salary Adjustment and Contract Amendment for City Administrator until after the December 2, 2019 City Council Work Session.

Councilmember Dietrich asked why this item was being tabled and where was the transparency. Mayor Tourville responded the review could be done under Executive Session. She stated the salary portion does not need to be in Executive Session. Mayor Tourville responded it would not be, they were going to look at what they would do in 2019. He asked the Council if they would like to discuss the salary portion this evening. He stated there was no adjustment the year before, it was zero.

City Administrator Lynch stated past practice has been that the performance evaluation has been completed in the first quarter of the year following the time under review. Any adjustments have been retroactive to January 1st of that following year, not the time period under review. For 2018, they are reviewing his performance in 2019, any adjustments, based on past practice, have gone back to January 1st, 2019. He stated in 2018 he did not receive a performance review adjustment. A compensation classification study was done, and all employees were reviewed, all position descriptions were revised with Council adopting the compensation plan. He stated as a part of that, Council was advised and approved a market adjustment for the City Administrator position, it was not based on performance or cost of living.

Councilmember Dietrich referred to the cost of living for 2018 and the Council's decision that her portion of the review would be stricken. She asked if she should abstain or vote nay. Mayor Tourville stated the new contract states the review will be done in December, which addresses if the Council would be there for the year. Councilmember Dietrich asked who enacted that her portion be stricken. Mayor Tourville responded it was the consensus of the group that it might be difficult to review someone if they were not here at that time. Councilmember Dietrich stated in the past people have been reviewed by new Councilmembers.

Mayor Tourville stated the recommendation was for 2.75. That figure can be adjusted, approved, voted on, or tabled with further discussion taking place on December 2nd. Councilmember Bartholomew stated a Councilmember is concerned that their input to review was not applicable for 2018. The new contract gives everyone the opportunity to review through 2019. He stated he believes all Councilmembers have a right to vote on any salary increase, no matter where their position is on the review or not.

Councilmember Bartholomew stated he personally was not in agreement for a salary adjustment for 2.75% but may consider something less. He stated he would like to see the Council meet to do another review to make sure the contract is in order. Councilmember Dietrich stated in all fairness and transparency the new City Clerk salary is public record, it should be the same for everyone. Councilmember Piekarski-Krech responded when it goes on the agenda, it's public information, all City salaries are public record. Councilmember Dietrich stated that wasn't the way it was articulated and was thankful for the clarification.

Motion by Bartholomew, seconded by Piekarski-Krech to Consider Salary Adjustment and Contract Amendment for City Administrator for 2% from January 1 to December 31, 2018.

Ayes: 4

Nays: 1 (Dietrich) Motion carried.

Mayor Tourville asked if they had agreed to set the meeting for December 2nd.

Motion by Bartholomew, seconded by Piekarski-Krech to have an Executive Session on December 2, 2019 to consider the new contract as well as the performance review for the year 2019.

Mayor Tourville stated this item would be added to the Worksession as an Executive Session. City Attorney Kuntz asked if this added two items, one being the Executive Session and the evaluation of the City Administrator followed by the consideration of salary adjustment for 2019. Mayor Tourville responded they need to agree to the changes in the contract as well. The next meeting for this item would take place on December 9th. City Attorney Kuntz stated it needs to be voted on in public. If it is during the Worksession, Council can decide to put it on the Worksession Agenda as an action item. The three items for discussion are as follows:

1. Executive Session Evaluation.
2. Public Consideration of Salary for 2019.
3. Consideration of Contract Amendment.

City Attorney Kuntz stated what was voted on this evening was for salary adjustment for calendar year 2018.

Ayes: 5

Nays: 0 Motion carried.

J. Consider Agreements for 9697 Inver Grove Trail. Resolution 19-215. Resolution 19-216.

City Administrator Lynch stated property located at 9697 Inver Grove Trail was assessed for road improvements and utility extensions but were unable to pay. The property went into foreclosure. The bank has made some principle and interest payments but not all, and no payment was made

toward the utility connection charges. He stated when the road was reconstructed, contamination was found and was believed to be located further on the property. Environmental studies were done and found contamination. They will have to develop around it or remove it and develop it as part of an overall project.

He stated the City has been approached by Alliant Ventures requesting to consider working with them to bring development to the site. Also, for consideration is of payment of principle remaining balance of \$61,000 on the road improvements, payment of principle for utility connections of \$141,000. Staff recommends approval.

City Attorney Kuntz stated there are two resolutions as follows:

1. Resolution approving an agreement relating to the tax parcel and the restructuring of the street as well as utility connection.
2. Resolution cancelling the existing unpaid special assessments but reassessing the property with regards to the street assessment. The reassessment would be a one-year payment in 2020.

Action would be taken on both resolutions.

Bob Machacek, Chief Operating Officer for Alliant Ventures, stated he had met with the City Administrator to see if the City would be willing to do something given the contamination, cleanup, and challenges of the site.

Mayor Tourville asked if the two resolutions are approved, when they anticipate making application. Mr. Machacek responded they hope to make the December Planning Commission meeting. Mayor Tourville asked if it would be single-family. Mr. Machacek responded yes. Councilmember Piekarski-Krech asked if they were allowed to start development before the final amounts are paid. She asked if 2021 would be disregarded if all is paid in 2020. City Attorney Kuntz responded this relates only to the utility charges. The street assessment amount of \$61,000 would be paid in half when the deal is signed, with the other half paid in 2020. The utilities amount of \$141,250, is \$35,312 in cash upon signing the agreement, \$35,312 on or before January 2, 2021. The next payment is \$42,375 which is to occur January 2, 2021 or upon final plat, whichever occurs first. He stated that or upon final plat whichever occurs first does not affect the \$35,312.

Councilmember Piekarski-Krech stated the two resolutions have the same amounts. City Attorney Kuntz responded one is the street, the other utility. For street, the property was already specially assessed with a balance owed of approximately \$61,133.28. Councilmember Piekarski-Krech stated there is Article 4 and Article 5, one is payment of the street, one is payment of availability charges. City Attorney responded they should be the same number. They are street numbers and utility numbers. He stated the second resolution just deals with the street; the same numbers are sited in the agreement.

City Attorney Kuntz stated there are four distinct utility payments. The cash now of \$35,312. Cash of \$35,312 on January 2, 2021. Third payment of \$42,375 on January 2, 2021 or earlier if plat is approved. Mayor Tourville stated to make this happen they are forgiving some interest, but still collecting principle. They are getting improvements paid on the street and utilities. City Attorney Kuntz stated all utility payments will be paid by January 2, 2021.

Mayor Tourville suggested the City contact Dakota County because the County has had various developers look at this property and may qualify under some environmental fund for help. Mr. Machacek responded they explored that, but it took longer which is why they wanted to see if the City could help.

Councilmember Bartholomew asked what the City would receive from this agreement. City Attorney Kuntz responded \$141,250 for utility connections and receive all the principle on the \$131,000 street assessment. In addition to that, \$69,866 has already been paid because the assessment was put

on the property. The remaining \$61,133 would be paid half when they sign the deal and half next year by the assessment.

Motion by Piekarski-Krech, seconded by Bartholomew to approve Consider Agreements for 9697 Inver Grove Trail. Resolution 19-215. Resolution 19-216.

Ayes: 5

Nays: 0 Motion carried.

K. Seidl's Lake Park Investigation.

City Administrator Lynch stated they were requested to do an investigation of Seidl's Lake Park Playground. There was a claim there was activity that occurred in attempting to comply with ADA and Safety standards. He stated the request was received by the Police Chief who solicited agencies outside of Dakota County to avoid conflict of interest. A response was obtained by a Police Department that stated it was not a criminal matter and referenced an individual, Mr. Paul Edwardson, who is a content expert in playground safety installation.

City Administrator Lynch stated that Mr. Edwardson reviewed all material, the process, the report by JQP, a consultant hired by the City, and agreed with all findings. There are some items that need to be addressed which the City is addressing. There was no wrongdoing found. He stated the City Attorney states this should be adopted so they can complete the process.

Mayor Tourville asked if the original letter had a date. Police Chief Chiodo responded it was from November 1.

Motion by Piekarski-Krech, seconded by Perry to receive the recommendation and findings of fact dated November 1, 2019.

Ayes: 5

Nays: 0 Motion carried.

8. EXECUTIVE SESSION

Attorney/Client Privileged Discussion (pursuant to Minn. Stat. § 13D.05, Subd. 3(b)) relating to City of Inver Grove Heights v. GlenLin Properties, LLC, et al., Dakota County District Court File No. 19HACV-16-235.

City Attorney Kuntz asked the Council to go into a closed-door Executive Session to discuss the pending lawsuit of the City of Inver Grove Heights versus Larry and Linda Flannery, Dakota County District Court File 19HA-CV-16-235. He stated the lawsuit concerns a condemnation action which was brought by the City against the landowners to acquire the necessary, temporary, and permanent easements for public improvement construction. The City is allowed to go into an Executive closed-door session under the common law doctrine of Attorney/Client privilege. Memorialized in Minn. Stat. § 13D.05, Subd. 3(b). Present at the closed-door session would be: The City Council, City Attorney, City Administrator, and the City Engineer. He stated the purpose would be to discuss the lawsuit and a proposed settlement. After the closed-door session, they would come out of Executive Session and return to the public session to discuss in public the settlement and take action at that time. He requested the Council make a Motion to move to the Executive Session under the Attorney/Client privilege, to discuss the lawsuit indicated.

Motion by Piekarski-Krech, seconded by Perry to adjourn into Closed Door Executive Session at 11:05 p.m.

The Mayor and Council Members returned to Council Chambers at 11:20 p.m.

7L. City Attorney Kuntz stated they were in closed-door session and are now in open session for the purpose of considering a resolution approving a negotiated settlement between the City and Larry and Linda Flannery, relating to project 2015-13 and District Court File 19HA-CV-16-235. He stated it was a condemnation action where the city acquired easements through the eminent domain process. The negotiated settlement figure of \$60,000 has been reached. He stated the Resolution is before the Council approving the stipulation of settlement. He asked and recommended the Council make a Motion to approve the Resolution.

Motion by Piekarski-Krech, seconded by Perry to approve Attorney/Client Privileged Discussion (pursuant to Minn. Stat. § 13D.05, Subd. 3(b)) relating to City of Inver Grove Heights v. GlenLin Properties, LLC, et al., Dakota County District Court File No. 19HACV-16-235.

Mayor Tourville stated this item has been signed by the owners. He thanked all who have worked on this.

Ayes: 5

Nays: 0 Motion carried.

9. MAYOR AND COUNCIL COMMENTS

City Administrator Lynch stated the following reminder:

- The Open House for the newest Fire Station will take place on November 17th. All are welcome. A Grand Opening will take place in the spring.

Mayor Tourville stated the following reminder:

- At the Mendota Heights City Hall there will be a meeting from MAC regarding airport/airport noise at 6:00.

Police Chief Chiodo presented a bucket with the Inver Grove Heights Police logo and the Exploring logo on the back. She stated the Police Explorers are raising funds to help support their cause and help fund the program. The cost is \$20.00 per bucket. She stated there is a link on the Facebook site, people can stop into City Hall, contact the Police Chief, or Officer Kelting who oversees the Explorers for more information. Councilmember Perry asked if there was a deadline to order by. Police Chief Chiodo responded it should have been this Friday but can be extended if needed.

Police Chief Chiodo stated there is also a Policing Survey that is open through November 30th. It can be accessed on the City of Inver Grove Heights website or through the Police Department's Facebook page. This is an opportunity to give input on policing services, what they are doing well, where they can improve, and what they would like to see. The results of the survey would be incorporated into the one-year and five-year Strategic Plan.

10. ADJOURN

Motion by Dietrich, seconded by Bartholomew to adjourn the meeting at 11:26 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek

**INVER GROVE HEIGHTS CITY COUNCIL SPECIAL SESSION MINUTES
MONDAY, NOVEMBER 25, 2019 5:00 p.m.**

1. CALL TO ORDER

The City Council of Inver Grove Heights met in a Special Session on Monday, November 25, 2019, in the Emergency Operations Center at City Hall. Mayor George Tourville called the meeting to Order at 5:03 p.m.

2. ROLL CALL

Present were Mayor Tourville; Council Members Piekarski-Krech, Bartholomew, Perry and Dietrich. Staff: City Administrator Joe Lynch, City Attorney Tim Kuntz, Parks & Recreation Director Eric Carlson, Police Chief Melissa Chiodo, Interim Finance Director Shannon Battles, Community Development Director Heather Rand, Public Works Director Scott Thureen and Fire Chief Judy Thill.

A. Strategic Planning

Lynch gave an overview of the discussions to date, reviewed the material presented and asked if three things could be done tonight: 1) a Vision Statement formulated, 2) a Purpose Statement determined and 3) Objective & Strategies determined.

Council and staff went back and forth on the words contained within the Vision Statement. The words Riverfront community and the emphasis on it were debated. Other thoughts included trying to capture the essence of our different landscapes, which included our topography and the scenic beauty of natural areas. It was felt that the statement should try to capture the essence of the combination of lifestyle opportunities in the city (Urban & Rural). Council and staff discussed modifications to the Vision Statement, finally settling on,

A welcoming community on the river, with varied landscapes, that provides a safe environment, quality built and sustainable infrastructure, supports local business, a variety of housing and promotes culture and recreation.

Lynch was directed to modify the statement and bring it back for review.

Council spent a few minutes on the Framing Decisions portion of the document and at the suggestion of Fire Chief Thill, discussion centered on how we are going to handle growth. Council decided to add: "Ability to adjust to growth and change" as a part of the Framing Decisions section.

Council then went on to discuss the "Our Purpose" portion of the Strategic Plan. After several minutes of discussion, they agreed upon "Continue to build a better Inver Grove Heights for the next generations". This will be added to the document.

Finally, Council and staff reviewed the Objectives and Strategies portion of the document. Council wanted to separate the statement about varied business and housing opportunities and choices into two statements. The first, dealing with business and growth would be:

Promote existing and future businesses and commercial opportunities. The second, dealing with housing would become:

Provide housing choices and opportunities.

The repetitive Safe Environment statement would be removed.

The Mayor requested that the Census Count Committee information be sent out to all Council members again.

C. ADJOURNMENT

Councilmember Bartholomew moved to Adjourn the meeting at 6:15 p.m. Seconded by Council Member Dietrich. AYES: 5

**INVER GROVE HEIGHTS CITY COUNCIL SPECIAL SESSION MINUTES
MONDAY, DECEMBER 2, 2019 7:00 P.M.**

1. CALL TO ORDER

The City Council of Inver Grove Heights met in a Special Session on Monday, December 2nd, 2019 in the Mayor's Conference Room in a Closed Executive meeting to discuss and evaluate the performance of the City Administrator for 2019. Mayor George Tourville called the meeting to Order at 7:00 p.m.

2. ROLL CALL

Present were Mayor Tourville; Councilmembers Piekarski-Krech, Bartholomew, Perry and Dietrich. Staff: City Administrator Lynch

1. Performance Review

Lynch reviewed the information he had provided to Council that included some of the 2019 year accomplishments and supporting evidence of the number of times and specific incidents when something had been accomplished in one of the ten review areas: Job Knowledge/Skills, Customer Service and Relations, Communication, Team Work, Flexibility & Willingness to Change, Organizational Planning and Time Management, Fiscal/Resource Management, Effective Leadership and Execution of Job Duties and Attainment of Goals.

Council then, on a rotating basis, scored Lynch in each of the ten review areas. A composite score was determined and then the average scored was determined for each area. The average score fell within the 'needs improvement' range.

Council discussed the 2020 Work Plan and the logistics of the quarterly meetings, along with the annual review. Council requested a copy for each of the Work Plan.

Council discussed the need to come out to the open session and decide on the Amendment to the existing service contract between the City Administrator and the City. They also discussed the need to come out into open session and decide on any salary consideration for the City Administrator for 2019.

Council reconvened into Open Session at 8:14 p.m.

Council was comfortable with the proposed Amendment to the contract and Lynch agreed with it. Council Member Piekarski-Krech moved to approve the Amendment to the Contract for Services as proposed. Perry seconded the motion. Ayes: all. Council did request a copy of the contract, with the amendment, for them to view. The City Attorney will assemble it and provide to the Council

Council discussed the salary consideration for 2019. Council Member Piekarski-Krech moved to give the City Administrator a 1% cost of living adjustment for 2019. Council Member Perry seconded the motion. Ayes: Tourville, Piekarski-Krech, Bartholomew, Perry. Nays: Dietrich.

3. ADJOURNMENT

Councilmember Perry moved to adjourn the meeting at 8:17 p.m. Councilmember Dietrich seconded the motion. Ayes: ALL

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: December 9, 2019
 Item Type: Consent
 Contact: Shannon Battles 651-450-2488
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of November 21, 2019 to December 4, 2019.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending December 4, 2019. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$393,121.66
Debt Service & Capital Projects	167,962.24
Enterprise & Internal Service	267,223.39
Escrows	137,119.15
Grand Total for All Funds	<u><u>\$965,426.44</u></u>

If you have any questions about any of the disbursements on the list, please call Shannon Battles, Interim Finance Director at 651-450-2488.

Attached to this summary for your action is a resolution approving the disbursements for the period November 21, 2019 to December 4, 2019 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING December 4, 2019**

WHEREAS, a list of disbursements for the period ending December 4, 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	\$393,121.66
Debt Service & Capital Projects	167,962.24
Enterprise & Internal Service	267,223.39
Escrows	137,119.15
Grand Total for All Funds	<u><u>\$965,426.44</u></u>

Adopted by the City Council of Inver Grove Heights this 9th day of December, 2019.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Joe Lynch, Interim Deputy Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 11/21/2019 - 12/04/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ADVANCED SPORTSWEAR, INC.	68010	12/04/2019	8022953	101.45.3300.419.60045	70.00
ADVANCED SPORTSWEAR, INC.	68079	12/04/2019	8022953	101.45.3300.419.60045	24.00
AFSCME COUNCIL 5	INV0093353	11/22/2019	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	953.42
AFSCME COUNCIL 5	INV0093354	11/22/2019	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	94.10
ASPEN MILLS	247308	11/26/2019	55077IGHPD	101.42.4000.421.60045	93.70
ASPEN MILLS	247389	11/26/2019	55077IGHPD	101.42.4000.421.60045	16.80
BILL RASCHER MECHANICAL INC.	2019053111	12/04/2019	PERMIT REFUND PI2019-2770	101.45.0000.3222000	44.00
BITUMINOUS ROADWAYS, INC.	28794	12/03/2019	35265	101.43.5200.443.60016	11,282.35
COMCAST	11/5/19 8772 10 591 0359526	11/26/2019	8772 10 591 0359526	101.42.4200.423.30700	10.52
DAKOTA CTY FINANCIAL SVCS	00036870	12/04/2019	P0001753	101.42.4000.421.70501	1,633.10
DAKOTA CTY FINANCIAL SVCS	00036870	12/04/2019	P0001753	101.42.4200.423.30700	1,703.09
DAKOTA CTY FINANCIAL SVCS	00036870	12/04/2019	P0001753	101.43.5200.443.30700	46.66
DAKOTA ELECTRIC ASSN	246837-9 11/19	11/22/2019	Electric	101.44.6000.451.40020	2,806.87
DAKOTA ELECTRIC ASSN	250165-8 11/19	11/22/2019	Electric	101.44.6000.451.40020	467.77
DAKOTA ELECTRIC ASSN	393563-2 11/19	11/22/2019	Electric	101.44.6000.451.40020	335.95
DAKOTA ELECTRIC ASSN	426713-4 11/19	11/22/2019	Electric	101.43.5400.445.40020	46.19
DAKOTA ELECTRIC ASSN	443054-2 11/19	11/22/2019	Electric	101.44.6000.451.40020	17.00
DAKOTA ELECTRIC ASSN	109394-7 11/19	11/22/2019	Electric	101.43.5400.445.40020	1,181.40
EFTPS	INV0093376	11/22/2019	FEDERAL WITHHOLDING	101.203.2030200	56,514.02
EFTPS	INV0093378	11/22/2019	MEDICARE WITHHOLDING	101.203.2030500	16,161.92
EFTPS	INV0093379	11/22/2019	SOCIAL SECURITY WITHHOLDING	101.203.2030400	46,098.06
EMMONS & OLIVIER RESOURCES	00095-0060-7	11/26/2019	00095-0060	101.43.5100.442.30300	8,004.64
EMMONS & OLIVIER RESOURCES	00095-0060-8	11/26/2019	00095-0060	101.43.5100.442.30300	3,532.25
EXPERT TREE AND SERVICE AND SCIENCE	2275	12/03/2019	2275 12/03/2019	101.43.5200.443.40046	6,500.00
FORCE AMERICA, INC.	001-1393905	12/03/2019	SO001-1431055	101.43.5200.443.30700	427.02
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0093359	11/22/2019	HSA ELECTION-FAMILY	101.203.2032500	2,787.18
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0093360	11/22/2019	HSA ELECTION-SINGLE	101.203.2032500	4,877.99
GENESIS EMPLOYEE BENEFITS, INC	16144666	12/04/2019	10/1/19-10/31/19	101.42.4000.421.30550	43.48
HEALTHFAST MEDICAL TRANSPORTATION	19-51550	12/04/2019	11/15/19	101.42.4000.421.30700	88.40
HILLYARD INC	603652820	11/26/2019	274086	101.42.4200.423.60011	245.89
ICMA RETIREMENT TRUST - 457	INV0093352	11/22/2019	457 - ROTH AGE 50+	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0093361	11/22/2019	ICMA-AGE <49 %	101.203.2031400	7,634.46
ICMA RETIREMENT TRUST - 457	INV0093362	11/22/2019	ICMA-AGE <49	101.203.2031400	2,830.00
ICMA RETIREMENT TRUST - 457	INV0093363	11/22/2019	ICMA-AGE 50+ %	101.203.2031400	885.55
ICMA RETIREMENT TRUST - 457	INV0093364	11/22/2019	ICMA-AGE 50+	101.203.2031400	7,009.79
ICMA RETIREMENT TRUST - 457	INV0093365	11/22/2019	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	88.57
ICMA RETIREMENT TRUST - 457	INV0093373	11/22/2019	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	2,351.52
ICMA RETIREMENT TRUST - 457	INV0093374	11/22/2019	ROTH IRA (AGE 50 & OVER)	101.203.2032400	1,084.00
ICMA RETIREMENT TRUST - 457	INV0093375	11/22/2019	ROTH-AGE <49 %	101.203.2032400	40.85
INNOVATIVE OFFICE SOLUTIONS	SUM-050699	12/04/2019	S28777	101.41.1100.413.60065	78.30
INNOVATIVE OFFICE SOLUTIONS	SUM-050699	12/04/2019	S28777	101.45.3000.419.60010	30.02
INNOVATIVE OFFICE SOLUTIONS	SUM-050699	12/04/2019	S28777	101.45.3200.419.60010	49.28
INNOVATIVE OFFICE SOLUTIONS	SUM-050699	12/04/2019	S28777	101.45.3300.419.60040	86.13
JOHNSON CONTROLS	21299487	12/31/2019	148288	101.42.4200.423.30700	697.24
MCFOA	2020 DUES	12/31/2019	2020 DUES	101.42.4200.423.50070	100.00
MCFOA	2020 DUES - E. BERGUM	12/31/2019	2020 DUES - ERIC BERGUM	101.42.4200.423.50070	100.00
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0093356	11/22/2019	JOEL JACKSON FEIN/TAXPAYER ID: 416005255	101.203.2032100	306.89
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0093357	11/22/2019	NEAL ST. ONGE FEIN/TAXPAYER ID: 416005255	101.203.2032100	178.58
MN DEPT OF REVENUE	INV0093366	11/22/2019	LEVY - ANDREW BRAVO	101.203.2031900	101.91
MN DEPT OF REVENUE	INV0093377	11/22/2019	STATE WITHHOLDING	101.203.2030300	24,301.99
MN GLOVE & SAFETY, INC.	318580	12/04/2019	CTINVE	101.45.3300.419.60045	232.92
MN GLOVE & SAFETY, INC.	318980	11/26/2019	CTINVE	101.43.5200.443.60045	15.98
NEOGOV	SO14468	12/31/2019	2020 CONTRACT	101.41.1100.413.30500	7,186.80
OCCUPATIONAL HEALTH CENTERS OF MINNESOTA	103083846	12/04/2019	N26-1351004654	101.41.1100.413.30500	135.00
OKER INVESTMENTS	000194	12/04/2019	11/25/19	101.45.3000.419.30700	185.00
PERA	INV0093367	11/22/2019	PERA COORDINATED PLAN	101.203.2030600	42,088.36
PERA	INV0093368	11/22/2019	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,237.60
PERA	INV0093369	11/22/2019	PERA DEFINED PLAN	101.203.2030600	53.46
PERA	INV0093370	11/22/2019	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	53.46
PERA	INV0093371	11/22/2019	PERA POLICE & FIRE PLAN	101.203.2030600	20,175.02
PERA	INV0093372	11/22/2019	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	30,262.57
PETTY CASH	12/4/19	12/04/2019	PETTY CASH REQUEST	101.41.1100.413.30700	45.00
PETTY CASH - POLICE	11/26/19	11/26/2019	PETTY CASH REQUEST	101.42.4000.421.50070	10.34
PINE BEND PAVING, INC.	19-672	12/03/2019	19-672	101.43.5200.443.60016	461.00
SAINT PAUL, CITY OF	IN38144	12/03/2019	76	101.43.5200.443.60016	6,489.12
SHAPCO PRINTING	249150	12/03/2019	0585	101.43.5200.443.60016	440.00
SOUTH ST PAUL, CITY OF	7/24/19-10/24/19	11/26/2019	UTILITY BILLS	101.207.2070900	41.64
SOUTH ST. PAUL ROD & GUN CLUB	132	11/26/2019	11/17/19	101.42.4000.421.60018	300.00
TEXAS STATE DISBURSEMENT UNIT	INV0093355	11/22/2019	ANDREW BRAVO FEIN/TAXPAYER ID: 416005255	101.203.2032100	401.13
TOTAL CONSTRUCTION & EQUIP.	13346	12/03/2019	Job# 40191085	101.43.5200.443.40046	566.18
UNIFIRST CORPORATION	090 0516772	12/04/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0516772	12/04/2019	1051948	101.44.6000.451.60045	25.05
UNIFIRST CORPORATION	090 0518204	12/04/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0518204	12/04/2019	1051948	101.44.6000.451.60045	25.05
UNIFIRST CORPORATION	090 0519587	12/04/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0519587	12/04/2019	1051948	101.44.6000.451.60045	25.05
UNITED STATES TREASURY	11/22/19	12/04/2019	ANDREW BRAVO - LEVY PROCEEDS	101.203.2031900	125.00
VERIZON WIRELESS	9841957749	11/26/2019	842016728-00021	101.42.4000.421.50020	53.54
WELLS FARGO CREDIT CARD ACH	4imprint WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.60006	471.03
WELLS FARGO CREDIT CARD ACH	Kwik Trip 69200006924 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.60016	28.83
WELLS FARGO CREDIT CARD ACH	Amzn Mktpl Us Hg4509243 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.40044	38.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Xr7iq2a13 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.40044	197.13
WELLS FARGO CREDIT CARD ACH	Blue Card Command WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.50070	1,600.00
WELLS FARGO CREDIT CARD ACH	Blue Card Command WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.50070	1,600.00
WELLS FARGO CREDIT CARD ACH	Minnesota State Colleg WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.43.5100.442.50080	600.00
WELLS FARGO CREDIT CARD ACH	Minnesota State Colleg WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.43.5100.442.50080	1,150.00
WELLS FARGO CREDIT CARD ACH	Lion Group Inc WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.40042	580.00
WELLS FARGO CREDIT CARD ACH	Speedway 04534 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.60016	26.11
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 0j06d4n43 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.40044	15.99
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us N399f9yy3 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.40044	119.99
WELLS FARGO CREDIT CARD ACH	Batteries Plus - #0030 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.40042	72.95
WELLS FARGO CREDIT CARD ACH	Batteries Plus - #0030 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.60066	218.15
WELLS FARGO CREDIT CARD ACH	Batteries Plus - #0030 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.60066	258.40
WELLS FARGO CREDIT CARD ACH	Foreflight Lic WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.50070	199.99
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.50080	525.00
WELLS FARGO CREDIT CARD ACH	Burnsville Recreation WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.50080	700.00
WELLS FARGO CREDIT CARD ACH	Holiday Stations 0479 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.50065	39.48
WELLS FARGO CREDIT CARD ACH	Airsoft Station - Mn WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.60018	492.00
WELLS FARGO CREDIT CARD ACH	Chevy.Com WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.60013	159.36
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.50030	(3.42)
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	101.43.5100.442.50030	(6.77)
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	101.45.3200.419.50030	(2.89)
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 1c5mt5h33 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.43.5100.442.60045	147.24
WELLS FARGO CREDIT CARD ACH	Mnspe WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.43.5100.442.50070	240.00
WELLS FARGO CREDIT CARD ACH	Samsclub #4738 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.50075	929.58
WELLS FARGO CREDIT CARD ACH	Samsclub #4738 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.60065	21.16
WELLS FARGO CREDIT CARD ACH	Swiftpage WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.50070	199.99
WELLS FARGO CREDIT CARD ACH	Cross Border Trans Fee WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.60065	0.51
WELLS FARGO CREDIT CARD ACH	Fun Jumps Entertainmen WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.30700	262.50
WELLS FARGO CREDIT CARD ACH	Minnesota Fire Chiefs WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.50080	325.00
WELLS FARGO CREDIT CARD ACH	Paypal Mpstma WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.50080	150.00
WELLS FARGO CREDIT CARD ACH	Seeyouwood.Myshopify M WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.60065	51.14
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.60018	20.48
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.40042	33.12
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.60065	24.97
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.60065	188.82
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.50075	17.98
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.50075	17.98
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.50075	17.98
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.50075	11.82
WELLS FARGO CREDIT CARD ACH	Jimmy Johns 1436 - Mot WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.50075	117.73
WELLS FARGO CREDIT CARD ACH	Minnesota Glove & Sa WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.43.5100.442.60045	87.85
WELLS FARGO CREDIT CARD ACH	Minnesota Glove & Sa WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.43.5100.442.60045	224.98
WELLS FARGO CREDIT CARD ACH	Newman Signs Inc WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.60065	(2.73)
WELLS FARGO CREDIT CARD ACH	Old World Pizza WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.50075	(11.36)
WELLS FARGO CREDIT CARD ACH	Panera Bread #608023 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.41.1000.413.50075	201.76
WELLS FARGO CREDIT CARD ACH	Panera Bread #608023 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.41.1000.413.50075	290.41
WELLS FARGO CREDIT CARD ACH	Panera Bread #608023 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.41.1100.413.50075	156.07
WELLS FARGO CREDIT CARD ACH	Turittos Pizza WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.50075	(12.50)
WELLS FARGO CREDIT CARD ACH	Caribou Coffee Co #114 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.41.1100.413.50075	44.96
WELLS FARGO CREDIT CARD ACH	Caribou Coffee Co #114 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.50075	9.98
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.60065	(18.95)
WELLS FARGO CREDIT CARD ACH	Caribou Coffee Co #114 WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.50075	(0.71)
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.50075	(0.53)
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.60016	(8.01)
WELLS FARGO CREDIT CARD ACH	Maverick Drone System WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.40042	1,300.00
WELLS FARGO CREDIT CARD ACH	Minnesota Assoc Of Gov WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.41.1300.413.50070	120.00
WELLS FARGO CREDIT CARD ACH	Minnesota Assoc Of Gov WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.41.1300.413.50080	125.00
WELLS FARGO CREDIT CARD ACH	Hampton Inns WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.50075	478.10
WELLS FARGO CREDIT CARD ACH	Hampton Inns WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.50075	785.76
WELLS FARGO CREDIT CARD ACH	Hampton Inns WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.50075	478.10
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.40044	22.59
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.60018	21.30
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.60018	11.96
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.60065	9.98
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.40040	15.17
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.40040	65.57
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.40040	6.00
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.40047	33.96
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.60016	49.47
WELLS FARGO CREDIT CARD ACH	Jimmy Johns 1436 - Mot WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.50075	(7.16)
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.60011	19.22
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.40047	39.70
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.40047	14.11
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.40047	102.29
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.60011	17.97
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.60040	75.85
WELLS FARGO CREDIT CARD ACH	Bca Training Education WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.50080	75.00
WELLS FARGO CREDIT CARD ACH	Bca Training Education WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.50080	75.00
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 10/19 CF	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.60016	(13.98)
WELLS FARGO CREDIT CARD ACH	Old World Pizza WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.50075	105.59
WELLS FARGO CREDIT CARD ACH	Smk Surveymonkey.Com WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.41.1100.413.30700	300.00
WELLS FARGO CREDIT CARD ACH	South East Towing WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.30700	475.00
WELLS FARGO CREDIT CARD ACH	U Of M Contlearning WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.43.5100.442.50070	510.00
WELLS FARGO CREDIT CARD ACH	U Of M Contlearning WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.43.5100.442.50080	225.00
WELLS FARGO CREDIT CARD ACH	U Of M Contlearning WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.43.5100.442.50080	155.00
WELLS FARGO CREDIT CARD ACH	U Of M Contlearning WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.43.5100.442.50080	155.00
WELLS FARGO CREDIT CARD ACH	U Of M Contlearning WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.43.5100.442.50080	250.00
WELLS FARGO CREDIT CARD ACH	U Of M Contlearning WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.43.5100.442.50080	325.00
WELLS FARGO CREDIT CARD ACH	U Of M Contlearning WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.43.5100.442.50080	120.00
WELLS FARGO CREDIT CARD ACH	U Of M Contlearning WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.43.5100.442.50080	300.00
WELLS FARGO CREDIT CARD ACH	Bill Rascher Mechanica WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.40040	285.00
WELLS FARGO CREDIT CARD ACH	Bryan Rock Products In WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.60016	744.30

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Conway Shield WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.60045	335.61
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.40050	10.55
WELLS FARGO CREDIT CARD ACH	Dollartree WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.41.1100.413.50075	40.00
WELLS FARGO CREDIT CARD ACH	Gerten Greenhouses WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.41.1100.413.50075	16.56
WELLS FARGO CREDIT CARD ACH	Grainger WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.40040	61.54
WELLS FARGO CREDIT CARD ACH	Grainger WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.60065	84.15
WELLS FARGO CREDIT CARD ACH	Grainger WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.60065	252.45
WELLS FARGO CREDIT CARD ACH	Int In Fox'S Highlift WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.40047	255.00
WELLS FARGO CREDIT CARD ACH	Int In Safetyfirst PI WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.60016	1,895.00
WELLS FARGO CREDIT CARD ACH	Mediterranean Cruise WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.41.1100.413.50075	1,280.87
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.43.5100.442.60040	100.81
WELLS FARGO CREDIT CARD ACH	The Public Safety Stor WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.60018	364.95
WELLS FARGO CREDIT CARD ACH	Grandstay St Cloud WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.50075	245.52
WELLS FARGO CREDIT CARD ACH	Grandstay St Cloud WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.50075	245.52
WELLS FARGO CREDIT CARD ACH	Olsen Fire Protection WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.50055	305.00
WELLS FARGO CREDIT CARD ACH	Trugreen Lp 5635 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.60035	2,679.03
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.40044	128.01
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.40044	131.46
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.43.5200.443.60016	149.51
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.60016	49.84
WELLS FARGO CREDIT CARD ACH	At&T Bill Payment WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.43.5100.442.50020	67.10
WELLS FARGO CREDIT CARD ACH	Canva 02492-2356539 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.41.1300.413.50070	119.40
WELLS FARGO CREDIT CARD ACH	Int In Life Support I WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.40044	1,661.10
WELLS FARGO CREDIT CARD ACH	National Registry Emt WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.50070	80.00
WELLS FARGO CREDIT CARD ACH	National Registry Emt WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4200.423.50070	80.00
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us V07c74yr3 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.60018	17.28
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.50020	84.93
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.50020	74.94
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.50020	74.94
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.50020	95.70
WELLS FARGO CREDIT CARD ACH	Safe Kids Worldwide WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.50070	55.00
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.43.5200.443.60016	162.94
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.43.5200.443.60016	13.99
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.44.6000.451.40047	139.65
WELLS FARGO CREDIT CARD ACH	Harbor Freight Tools 2 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	101.42.4000.421.60018	44.53
WI SCTF (WI SUPPORT COLLECTIONS TRUST F	INV0093358	11/22/2019	NEAL ST. ONGE FEIN/TAXPAYER ID: 416005255	101.203.2032100	336.74
Fund: 101 - GENERAL FUND					359,389.11
INVER GROVE HEIGHTS HOCKEY ASSOC	3530	11/26/2019	2019 DASHER RENEWAL	201.44.1600.465.50025	500.00
LIME VALLEY ADVERTISING, INC.	19014.09	11/26/2019	OCTOBER UPDATES	201.44.1600.465.50025	100.00
RUSS M. LOWTHIAN	1993	12/31/2019	2020 MAP	201.44.1600.465.50025	3,650.00
WELLS FARGO CREDIT CARD ACH	Google Gsuite_Visitig WF 10/19	11/14/2019	Wells Fargo Purchase Cards	201.44.1600.465.50070	18.00
WELLS FARGO CREDIT CARD ACH	Grandstay Faribault WF 10/19	11/14/2019	Wells Fargo Purchase Cards	201.44.1600.465.50075	110.27
WELLS FARGO CREDIT CARD ACH	Facebook Gqz23pjp2 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	201.44.1600.465.50025	34.47
WELLS FARGO CREDIT CARD ACH	B-52 Burgers And Brew WF 10/19	11/14/2019	Wells Fargo Purchase Cards	201.44.1600.465.50025	25.00
WELLS FARGO CREDIT CARD ACH	Old World Pizza WF 10/19	11/14/2019	Wells Fargo Purchase Cards	201.44.1600.465.50025	25.00
WELLS FARGO CREDIT CARD ACH	Paypal Riverheight WF 10/19	11/14/2019	Wells Fargo Purchase Cards	201.44.1600.465.50080	25.00
WELLS FARGO CREDIT CARD ACH	U Of M Contleaming WF 10/19	11/14/2019	Wells Fargo Purchase Cards	201.44.1600.465.50080	195.00
WELLS FARGO CREDIT CARD ACH	Google Ads8715259637 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	201.44.1600.465.50070	43.26
WELLS FARGO CREDIT CARD ACH	Fastsigns Of Inver Gro WF 10/19	11/14/2019	Wells Fargo Purchase Cards	201.44.1600.465.50025	252.90
Fund: 201 - C.V.B. FUND					4,978.90
INNOVATIVE OFFICE SOLUTIONS	SUM-050699	12/04/2019	S28777	204.44.6100.452.60040	102.13
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	124.29
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	204.44.6100.452.50075	11.88
WELLS FARGO CREDIT CARD ACH	Jimmy Johns 1436 - Mot WF 10/19	11/14/2019	Wells Fargo Purchase Cards	204.44.6100.452.50075	117.72
WELLS FARGO CREDIT CARD ACH	Sp Complete Game Pro WF 10/19	11/14/2019	Wells Fargo Purchase Cards	204.44.6100.452.30700	1,020.00
WELLS FARGO CREDIT CARD ACH	Caribou Coffee Co #114 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	204.44.6100.452.50075	10.01
WELLS FARGO CREDIT CARD ACH	Caribou Coffee Co #114 WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	204.44.6100.452.50075	(0.71)
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	204.44.6100.452.50075	(0.54)
WELLS FARGO CREDIT CARD ACH	The Vernon Company WF 10/19	11/14/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	534.79
WELLS FARGO CREDIT CARD ACH	Jimmy Johns 1436 - Mot WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	204.44.6100.452.50075	(7.18)
WELLS FARGO CREDIT CARD ACH	Walgreens #12972 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	50.00
WELLS FARGO CREDIT CARD ACH	Paypal Party Unit WF 10/19	11/14/2019	Wells Fargo Purchase Cards	204.44.6100.452.30700	350.00
WELLS FARGO CREDIT CARD ACH	Twin Cities Inflatable WF 10/19	11/14/2019	Wells Fargo Purchase Cards	204.44.6100.452.40065	245.00
WELLS FARGO CREDIT CARD ACH	Intuit In Kaiserclix WF 10/19	11/14/2019	Wells Fargo Purchase Cards	204.44.6100.452.30700	300.00
WELLS FARGO CREDIT CARD ACH	Taho Sportswear Fridle WF 10/19	11/14/2019	Wells Fargo Purchase Cards	204.44.6100.452.60045	212.50
WELLS FARGO CREDIT CARD ACH	Taho Sportswear Fridle WF 10/19	11/14/2019	Wells Fargo Purchase Cards	204.44.6100.452.60045	822.00
WELLS FARGO CREDIT CARD ACH	Party City 1153 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	113.80
WELLS FARGO CREDIT CARD ACH	Holiday Stations 3537 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	5.69
WELLS FARGO CREDIT CARD ACH	Wm Supercenter #1472 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	89.22
WELLS FARGO CREDIT CARD ACH	Wal-Mart #1786 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	204.44.6100.452.60009	10.22
Fund: 204 - RECREATION FUND					4,110.82
BARBIAN, JENA	11/19/19	12/04/2019	REFUND - SWIM LESSONS	205.44.0000.3493501	120.00
CAROL GARBER	11-20-19	12/04/2019	11-20-19	205.44.6200.453.40040	1,669.30
EZ FITNESS SOLUTIONS, LLC	19-0004	12/04/2019	11/14/19	205.44.6200.453.40042	750.00
EZ FITNESS SOLUTIONS, LLC	19-0005	12/04/2019	11/17/19	205.44.6200.453.40042	412.00
FIRST IMPRESSION GROUP, THE	94276-P	12/04/2019	94276	205.44.6200.453.50035	2,640.00
INNOVATIVE OFFICE SOLUTIONS	SUM-050699	12/04/2019	S28777	205.44.6200.453.60040	102.14
PERFECTION PLUS, INC	1129121	12/04/2019	JANUARY 2020	205.44.6200.453.40040	5,857.50
WELLS FARGO CREDIT CARD ACH	Adobe Id Creative Cld WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.50070	169.95
WELLS FARGO CREDIT CARD ACH	Robert Brooke & Associ WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	465.61
WELLS FARGO CREDIT CARD ACH	Department Of Labor An WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.50070	50.00
WELLS FARGO CREDIT CARD ACH	Facebook 27ekm6jm2 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.50025	41.95
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60040	(21.43)
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.50030	(3.03)
WELLS FARGO CREDIT CARD ACH	Comcast Cable Comm WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.50070	190.98
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Vi5ol10k3 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60040	229.00
WELLS FARGO CREDIT CARD ACH	Sp Superior Sauna WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60040	(8.44)
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60040	20.00
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	24.87

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	61.01
WELLS FARGO CREDIT CARD ACH	Big Lots Stores - #458 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60040	3.00
WELLS FARGO CREDIT CARD ACH	Big Lots Stores - #458 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	49.25
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	11.82
WELLS FARGO CREDIT CARD ACH	Dispute-Home Goods Llc WF 10/19 CF	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	(1,438.00)
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60011	573.82
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60011	573.82
WELLS FARGO CREDIT CARD ACH	Home Goods Llc WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	1,438.00
WELLS FARGO CREDIT CARD ACH	Jimmy Johns 1436 - Mot WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	117.75
WELLS FARGO CREDIT CARD ACH	Sq Sq Summit Glass A WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.40040	1,400.00
WELLS FARGO CREDIT CARD ACH	Caribou Coffee Co #114 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	9.98
WELLS FARGO CREDIT CARD ACH	Facebk J2sakn2km2 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.50025	26.62
WELLS FARGO CREDIT CARD ACH	Caribou Coffee Co #114 WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	(0.72)
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	(0.53)
WELLS FARGO CREDIT CARD ACH	Minnesota Assoc Of Gov WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.50070	120.00
WELLS FARGO CREDIT CARD ACH	Minnesota Assoc Of Gov WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.50080	125.00
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.40040	7.99
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.40040	11.36
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	12.55
WELLS FARGO CREDIT CARD ACH	Jimmy Johns 1436 - Mot WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	(7.16)
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.40040	153.46
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Ai35w90n3 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	6.45
WELLS FARGO CREDIT CARD ACH	Zumba Fitness WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.50070	35.00
WELLS FARGO CREDIT CARD ACH	Culligan Water Of lgh WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	214.60
WELLS FARGO CREDIT CARD ACH	Culligan Water Of lgh WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	53.65
WELLS FARGO CREDIT CARD ACH	Fox Tracks, Inc WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.50030	225.79
WELLS FARGO CREDIT CARD ACH	Grainger WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.40040	59.24
WELLS FARGO CREDIT CARD ACH	Grainger WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	18.02
WELLS FARGO CREDIT CARD ACH	Grainger WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	98.41
WELLS FARGO CREDIT CARD ACH	Grainger WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	30.68
WELLS FARGO CREDIT CARD ACH	Grainger WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	18.01
WELLS FARGO CREDIT CARD ACH	Hance Utility Services WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.30700	101.50
WELLS FARGO CREDIT CARD ACH	Hance Utility Services WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.30700	101.50
WELLS FARGO CREDIT CARD ACH	Int In A Better Conne WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.50025	42.00
WELLS FARGO CREDIT CARD ACH	Johnson Fit-Well 022 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60040	139.00
WELLS FARGO CREDIT CARD ACH	Taho Sportswear Fridle WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60045	54.50
WELLS FARGO CREDIT CARD ACH	Taho Sportswear Fridle WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60045	213.24
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60012	39.53
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60040	45.66
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60040	54.97
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60040	45.66
WELLS FARGO CREDIT CARD ACH	Gartner Refrigeration WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.40040	2,223.50
WELLS FARGO CREDIT CARD ACH	Gartner Refrigeration WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.40040	679.96
WELLS FARGO CREDIT CARD ACH	Gartner Refrigeration WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.40040	924.00
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	7.69
WELLS FARGO CREDIT CARD ACH	Hawkins Inc WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60024	2,465.53
WELLS FARGO CREDIT CARD ACH	Wal-Mart #1786 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60016	21.17
WELLS FARGO CREDIT CARD ACH	Wal-Mart #1786 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	205.44.6200.453.60065	1.38
Fund: 205 - COMMUNITY CENTER					23,880.06
RIVER HEIGHTS CHAMBER OF COMMERCE	10241	12/31/2019	2020 MEMBERSHIP	290.45.3000.419.50070	203.00
WELLS FARGO CREDIT CARD ACH	Minnesota Coaches Hast WF 10/19	11/14/2019	Wells Fargo Purchase Cards	290.45.3000.419.30700	548.75
WELLS FARGO CREDIT CARD ACH	B-52 Burgers And Brew WF 10/19	11/14/2019	Wells Fargo Purchase Cards	290.45.3000.419.50075	11.02
Fund: 290 - EDA OPERATING					762.77
WELLS FARGO CREDIT CARD ACH	Pioneer Engineering WF 10/19	11/14/2019	Wells Fargo Purchase Cards	402.44.6000.451.30700	2,900.00
Fund: 402 - PARK ACQ. & DEV. FUND					2,900.00
ANCOM TECHNICAL CENTER	ANTSYS	11/26/2019	274086	434.42.4200.423.80800	26,213.50
BUSINESS DEVELOPMENT SALES, INC.	V385975	11/26/2019	MN5924	434.42.4200.423.80800	30,248.00
HILLYARD INC	603640032	12/04/2019	274086	434.42.4200.423.80500	111.42
HILLYARD INC	603642011	12/04/2019	274086	434.42.4200.423.80500	83.28
PARAMETERS LTD	55367	12/04/2019	INVE	434.42.4200.423.80600	81,138.93
PROFESSIONAL SERVICE INDUSTRIES INC	00650061	11/26/2019	1197362	434.42.4200.423.30700	343.00
PROFESSIONAL SERVICE INDUSTRIES INC	00660302	11/26/2019	1197362	434.42.4200.423.30700	1,006.00
PROFESSIONAL SERVICE INDUSTRIES INC	00667663	11/26/2019	1197362	434.42.4200.423.30700	3,282.00
Fund: 434 - 2014 IMPROVEMENT FUND					142,426.13
METZEN REALTY, INC.	144	11/26/2019	10/14/19	440.74.5900.740.30700	6,000.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					6,000.00
SOUTH ST PAUL, CITY OF	7/24/19-10/24/19	11/26/2019	UTILITY BILLS	441.74.5900.741.40030	70.80
Fund: 441 - STORM WATER MANAGEMENT					70.80
STATE OF MN - DEPT. OF TRANS.	P00010896	12/04/2019	0000001298	446.74.5900.746.30700	248.81
WSB & ASSOCIATES, INC.	R-012429-000-16	12/04/2019	10/1/19-10/31/19	446.74.5900.746.30300	4,449.50
Fund: 446 - NW AREA					4,698.31
DAKOTA CTY PROP TAXATION & RECORDS	2019 CITY PROPERTY TAX PAYMEN	11/26/2019	20-68200-00-072 REMAINING BALANCE	449.45.3000.419.30700	50.00
Fund: 449 - COMMUNITY PROPERTY					50.00
BARR ENGINEERING COMPANY	23190218.00-282	12/04/2019	9/7/19-10/4/19	451.75.5900.751.30700	11,817.00
Fund: 451 - HOST COMMUNITY FUND					11,817.00
CORE & MAIN LP	L453560	11/26/2019	099872	501.50.7100.512.40043	1,120.00
INNOVATIVE OFFICE SOLUTIONS	SUM-050699	12/04/2019	S28777	501.50.7100.512.40044	(159.29)
MID CITY SERVICES, INC.	122826	11/26/2019	11/8/19	501.50.7100.512.40040	54.20
MIDWEST SAFETY COUNSELORS, INC.	IVC0059317	11/26/2019	10/29/19	501.50.7100.512.60065	36.25
SHERWIN-WILLIAMS	6322-9	11/26/2019	6682-5453-5	501.50.7100.512.40040	395.16
SOUTH ST PAUL, CITY OF	7/24/19-10/24/19	11/26/2019	UTILITY BILLS	501.50.7100.512.40005	303.96
TODD DOUGLAS EDINGER - RMR SERVICES LL	2019337	11/26/2019	SEPTEMBER 2019	501.50.7100.512.30700	1,557.20
TODD DOUGLAS EDINGER - RMR SERVICES LL	2019345	11/26/2019	OCTOBER 2019	501.50.7100.512.30700	1,787.04

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19	11/14/2019	Wells Fargo Purchase Cards	501.50.7100.512.60016	69.98
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19	11/14/2019	Wells Fargo Purchase Cards	501.50.7100.512.60016	21.15
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19	11/14/2019	Wells Fargo Purchase Cards	501.50.7100.512.60019	49.90
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 10/19	11/14/2019	Wells Fargo Purchase Cards	501.50.7100.512.60016	101.89
Fund: 501 - WATER UTILITY FUND					5,337.44
AUTOMATIC SYSTEMS CO.	34677	11/26/2019	INVEO01	502.51.7200.514.40042	330.97
SOUTH ST PAUL, CITY OF	7/24/19-10/24/19	11/26/2019	UTILITY BILLS	502.51.7200.514.40015	553.80
TOTAL CONSTRUCTION & EQUIP.	14729	11/26/2019	40191115	502.51.7200.514.40042	1,205.88
Fund: 502 - SEWER UTILITY FUND					2,090.65
DAKOTA ELECTRIC ASSN	201360-5 11/19	11/22/2019	Electric	503.52.8600.527.40020	197.49
DRAFT TECHNOLOGIES	11131908	12/04/2019	11/13/19	503.52.8300.524.40042	55.00
WELLS FARGO CREDIT CARD ACH	Cub Foods #1695 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8300.524.76050	3.98
WELLS FARGO CREDIT CARD ACH	Sams Club #4738 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8300.524.76050	75.87
WELLS FARGO CREDIT CARD ACH	Pga, Mn Section WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8500.526.50080	40.00
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8300.524.76050	22.61
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8300.524.76100	35.29
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8300.524.76050	22.29
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8300.524.76050	15.15
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8300.524.76050	13.49
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8300.524.76050	10.50
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8300.524.76050	3.70
WELLS FARGO CREDIT CARD ACH	Denny'S 5th Ave Bakery WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8300.524.76050	511.14
WELLS FARGO CREDIT CARD ACH	Winfield Solutions Eco WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8600.527.60030	190.77
WELLS FARGO CREDIT CARD ACH	Minnesota Golf Associa WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8000.521.70250	275.00
WELLS FARGO CREDIT CARD ACH	National Oil Sales WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8600.527.60022	1,425.44
WELLS FARGO CREDIT CARD ACH	Unifirst Corporation WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8600.527.60045	727.32
WELLS FARGO CREDIT CARD ACH	Usps Po 2688010540 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8500.526.50035	11.00
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8500.526.40040	4.14
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8500.526.40040	12.76
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8600.527.60012	105.67
WELLS FARGO CREDIT CARD ACH	Signal Systems Inc WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8500.526.60010	46.22
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8500.526.40040	94.14
WELLS FARGO CREDIT CARD ACH	Aldi 72058 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8300.524.76050	14.60
WELLS FARGO CREDIT CARD ACH	Aldi 72058 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8300.524.76050	7.80
WELLS FARGO CREDIT CARD ACH	Aldi 72058 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8300.524.76050	5.60
WELLS FARGO CREDIT CARD ACH	Alcohol And Gambling E WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8500.526.50070	0.50
WELLS FARGO CREDIT CARD ACH	Alcohol And Gambling E WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8500.526.50070	20.00
WELLS FARGO CREDIT CARD ACH	Batteries+Bulbs #026 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8500.526.40040	84.76
WELLS FARGO CREDIT CARD ACH	Batteries+Bulbs #026 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8500.526.40040	27.83
WELLS FARGO CREDIT CARD ACH	The Home Depot #2813 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	503.52.8500.526.40040	70.61
Fund: 503 - INVER WOOD GOLF COURSE					4,130.67
LEAGUE OF MN CITIES INS TRUST	CMC 10041234	11/26/2019	2019-2020 PREMIUM	602.00.2100.415.50010	76,372.50
LEAGUE OF MN CITIES INS TRUST	CMC 10041234	11/26/2019	2019-2020 PREMIUM	602.00.2100.415.50010	9,227.00
LEAGUE OF MN CITIES INS TRUST	CMC 10041234	11/26/2019	2019-2020 PREMIUM	602.00.2100.415.50011	60,099.00
LEAGUE OF MN CITIES INS TRUST	CMC 10041234	11/26/2019	2019-2020 PREMIUM	602.00.2100.415.50012	17,225.50
LEAGUE OF MN CITIES INS TRUST	CMC 10041234	11/26/2019	2019-2020 PREMIUM	602.00.2100.415.50015	1,118.50
LEAGUE OF MN CITIES INS TRUST	CMC 10041234	11/26/2019	2019-2020 PREMIUM	602.00.2100.415.50016	5,118.50
WELLS FARGO CREDIT CARD ACH	Door Service Company O WF 10/19	11/14/2019	Wells Fargo Purchase Cards	602.00.2100.415.40048	678.00
WELLS FARGO CREDIT CARD ACH	Int In Fox'S Highlift WF 10/19	11/14/2019	Wells Fargo Purchase Cards	602.00.2100.415.40048	255.00
WELLS FARGO CREDIT CARD ACH	Iverify/Transalarm Tes WF 10/19	11/14/2019	Wells Fargo Purchase Cards	602.00.2100.415.40048	470.25
Fund: 602 - RISK MANAGEMENT					170,564.25
ABM EQUIPMENT & SUPPLY	0161814-IN	12/03/2019	0144419	603.00.5300.444.40041	1,325.82
C.J. SPRAY, INC.	3135286	12/03/2019	109206	603.00.5300.444.40041	83.80
C.J. SPRAY, INC.	3136457	12/04/2019	109206	603.00.5300.444.40041	40.00
ELECTRIC FIRE & SECURITY	C2216	11/26/2019	CIT800	603.00.5300.444.40040	298.00
FACTORY MOTOR PARTS COMPANY	1-Z20084	12/03/2019	10799	603.140.1450050	125.27
H&L MESABI	03393	03/21/2019	514	603.00.5300.444.40041	(281.70)
H&L MESABI	04880	12/03/2019	514	603.140.1450050	5,260.00
HANCO CORPORATION	494840	12/03/2019	332660	603.00.5300.444.40040	120.46
HOSE / CONVEYORS INC	00083848	12/03/2019	CIT300	603.00.5300.444.40041	184.49
INVER GROVE FORD	5278858	12/03/2019	5278858	603.00.5300.444.40041	111.84
INVER GROVE FORD	6303992/1	12/04/2019	11/6/19	603.00.5300.444.40041	312.97
INVER GROVE FORD	5278958	12/03/2019	5278958	603.00.5300.444.40041	225.65
INVER GROVE FORD	5279085	12/03/2019	5279085	603.00.5300.444.40041	312.68
INVER GROVE FORD	5279086	12/03/2019	5279086	603.00.5300.444.40041	140.82
INVER GROVE FORD	5279155	12/03/2019	5279155	603.00.5300.444.40041	246.39
INVER GROVE FORD	5279179	12/03/2019	5279179	603.00.5300.444.40041	(50.00)
INVER GROVE FORD	5279235	12/03/2019	5279235	603.00.5300.444.40041	111.84
I-STATE TRUCK CENTER	C242621705:01	12/03/2019	13468	603.00.5300.444.40041	32.23
KREMER SERVICES LLC	65841	12/04/2019	97047	603.00.5300.444.40041	277.88
LITTLE FALLS MACHINE INC	356371	12/03/2019	0003868	603.00.5300.444.40041	243.12
LITTLE FALLS MACHINE INC	356407	12/03/2019	00038463	603.00.5300.444.40041	215.79
MACQUEEN EMERGENCY GROUP	W01649	12/03/2019	INVER003	603.00.5300.444.40041	8,340.38
MACQUEEN EMERGENCY GROUP	W01753	12/03/2019	INVER003	603.00.5300.444.40041	1,325.86
MANSFIELD OIL COMPANY	656289	12/03/2019	23866-01-656289	603.140.1450060	2,245.99
MANSFIELD OIL COMPANY	656291	12/03/2019	23866-02-656291	603.140.1450060	9,420.00
MANSFIELD OIL COMPANY	658252	12/03/2019	23866-02-658252	603.140.1450060	997.70
MANSFIELD OIL COMPANY	INV0093448	12/02/2019	23866-01-656288	603.140.1450060	3,741.89
MID CITY SERVICES, INC.	122827	11/26/2019	11/8/19	603.00.5300.444.60045	48.00
O' REILLY AUTO PARTS	1767-425646	12/04/2019	1578028	603.140.1450050	89.29
O' REILLY AUTO PARTS	1767-435609	11/26/2019	1578028	603.140.1450050	47.40
O' REILLY AUTO PARTS	1767-438785	11/26/2019	1578028	603.00.5300.444.60012	36.40
O' REILLY AUTO PARTS	1767-438866	11/26/2019	1578028	603.00.5300.444.40041	111.81
O' REILLY AUTO PARTS	1767-439278	11/26/2019	1578028	603.00.5300.444.40041	98.94
O' REILLY AUTO PARTS	1767-439488	11/26/2019	1578028	603.140.1450050	58.24
O' REILLY AUTO PARTS	1767-440064	11/26/2019	1578028	603.140.1450050	10.12
O' REILLY AUTO PARTS	1767-440256	11/26/2019	1578028	603.140.1450050	45.24
O' REILLY AUTO PARTS	1767-439108	11/26/2019	1578028	603.00.5300.444.40041	(111.81)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PERFECTION PLUS, INC	1129121	12/04/2019	JANUARY 2020	603.00.5300.444.40040	442.00
POMP'S TIRE SERVICE, INC.	GOV	12/03/2019	4502557	603.140.1450050	1,620.00
SCHLOMKA'S VAC TRUCK SERVICE, INC.	9301	12/03/2019	9301 12/03/2019	603.00.5300.444.40040	740.00
TOTAL CONSTRUCTION & EQUIP.	14113	12/03/2019	Job# 40191109	603.00.5300.444.40040	1,958.55
TOTAL CONSTRUCTION & EQUIP.	14120	12/03/2019	Job# 40191110	603.00.5300.444.40040	710.78
TRUCK UTILITIES, INC.	5344399	12/03/2019	000154	603.00.5300.444.40041	43.76
UNIFIRST CORPORATION	090 0516772	12/04/2019	1051948	603.00.5300.444.40065	172.89
UNIFIRST CORPORATION	090 0516772	12/04/2019	1051948	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	090 0518204	12/04/2019	1051948	603.00.5300.444.40065	170.57
UNIFIRST CORPORATION	090 0518204	12/04/2019	1051948	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	090 0519587	12/04/2019	1051948	603.00.5300.444.40065	168.72
UNIFIRST CORPORATION	090 0519587	12/04/2019	1051948	603.00.5300.444.60045	33.50
WELLS FARGO CREDIT CARD ACH	Mn Dvs Inv Grv Hts 161 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	603.00.5300.444.50070	0.67
WELLS FARGO CREDIT CARD ACH	Mn Dvs Inv Grv Hts 161 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	603.00.5300.444.50070	27.00
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	603.00.5300.444.40041	(26.75)
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19 CR	11/14/2019	Wells Fargo Purchase Cards	603.00.5300.444.60012	(6.75)
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19	11/14/2019	Wells Fargo Purchase Cards	603.00.5300.444.40041	33.08
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19	11/14/2019	Wells Fargo Purchase Cards	603.00.5300.444.60012	6.75
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 10/19	11/14/2019	Wells Fargo Purchase Cards	603.00.5300.444.60012	6.30
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	603.00.5300.444.40041	24.97
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	603.00.5300.444.40041	50.97
ZIEGLER INC	PC002109463	12/03/2019	4069900	603.00.5300.444.40041	59.67
Fund: 603 - CENTRAL EQUIPMENT					42,146.48
INNOVATIVE OFFICE SOLUTIONS	SUM-050699	12/04/2019	S28777	604.00.2200.416.60005	135.64
INNOVATIVE OFFICE SOLUTIONS	SUM-050699	12/04/2019	S28777	604.00.2200.416.60010	1,817.45
WELLS FARGO CREDIT CARD ACH	Officemax/Depot 6302 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	604.00.2200.416.60010	51.07
WELLS FARGO CREDIT CARD ACH	Getstampscom WF 10/19	11/14/2019	Wells Fargo Purchase Cards	604.00.2200.416.60010	38.40
Fund: 604 - CENTRAL STORES					2,042.56
HUEBSCH SERVICES	4406567	12/04/2019	100075	605.00.7500.460.40065	135.54
LONE OAK COMPANIES	11/26/19	12/04/2019	UTILITY BILLING POSTAGE	605.00.7500.460.50035	2,800.00
MCKINSTRY ESSENTION LLC	20036684	12/04/2019	249290	605.00.7500.460.30700	12,112.50
MSHC, INC.	208307	11/26/2019	1897	605.00.7500.460.40040	824.95
PERFECTION PLUS, INC	1129121	12/04/2019	JANUARY 2020	605.00.7500.460.40040	4,512.08
WELLS FARGO CREDIT CARD ACH	Mei Total Elevator Sol WF 10/19	11/14/2019	Wells Fargo Purchase Cards	605.00.7500.460.40040	267.82
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Eu2rx30q3 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	605.00.7500.460.60011	8.99
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 265rj3c43 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	605.00.7500.460.60016	6.99
WELLS FARGO CREDIT CARD ACH	Heartsmart.Com WF 10/19	11/14/2019	Wells Fargo Purchase Cards	605.00.7500.460.60040	995.00
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 10/19	11/14/2019	Wells Fargo Purchase Cards	605.00.7500.460.60011	620.81
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	605.00.7500.460.60016	4.98
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	605.00.7500.460.60040	1.97
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF 10/19	11/14/2019	Wells Fargo Purchase Cards	605.00.7500.460.60016	69.05
WELLS FARGO CREDIT CARD ACH	Nac Mechanical & Elect WF 10/19	11/14/2019	Wells Fargo Purchase Cards	605.00.7500.460.40040	3,976.68
WELLS FARGO CREDIT CARD ACH	Nac Mechanical & Elect WF 10/19	11/14/2019	Wells Fargo Purchase Cards	605.00.7500.460.40040	5,337.50
Fund: 605 - CITY FACILITIES					31,674.86
OFFICE OF MN. IT SERVICES	DV19080487	11/26/2019	200B00171	606.00.1400.413.30700	310.00
TDS METROCOM	11/13/19 651 457 7490	11/26/2019	651 457 7490	606.00.1400.413.50020	174.97
WELLS FARGO CREDIT CARD ACH	St Cloud Parking WF 10/19	11/14/2019	Wells Fargo Purchase Cards	606.00.1400.413.50065	6.00
WELLS FARGO CREDIT CARD ACH	Chipotle 1792 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	606.00.1400.413.50075	11.46
WELLS FARGO CREDIT CARD ACH	U.S.Internet Corp WF 10/19	11/14/2019	Wells Fargo Purchase Cards	606.00.1400.413.30700	220.00
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us lz5ks50d3 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	606.00.1400.413.60041	1,890.62
WELLS FARGO CREDIT CARD ACH	Spok Inc WF 10/19	11/14/2019	Wells Fargo Purchase Cards	606.00.1400.413.50020	4.61
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Hh66d3th3 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	606.00.1400.413.60041	423.81
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 2m0725un3 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	606.00.1400.413.60041	31.99
WELLS FARGO CREDIT CARD ACH	Allstream WF 10/19	11/14/2019	Wells Fargo Purchase Cards	606.00.1400.413.50020	1,401.00
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Cj6359m53 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	606.00.1400.413.60041	806.66
WELLS FARGO CREDIT CARD ACH	Grandstay St Cloud WF 10/19	11/14/2019	Wells Fargo Purchase Cards	606.00.1400.413.50075	268.06
WELLS FARGO CREDIT CARD ACH	Grandstay St Cloud WF 10/19	11/14/2019	Wells Fargo Purchase Cards	606.00.1400.413.50075	268.06
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us N00ah9g93 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	606.00.1400.413.60040	38.99
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Ef5jz9pd3 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	606.00.1400.413.60041	86.94
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Gm2jv18x3 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	606.00.1400.413.60041	47.97
WELLS FARGO CREDIT CARD ACH	Amazon.Com Bx9cc0183 WF 10/19	11/14/2019	Wells Fargo Purchase Cards	606.00.1400.413.60041	12.95
WELLS FARGO CREDIT CARD ACH	Amazon.Com T494x9273 A WF 10/19	11/14/2019	Wells Fargo Purchase Cards	606.00.1400.413.60041	14.89
WORKS COMPUTING, INC.	31918	11/26/2019	INVER	606.00.1400.413.30700	3,217.50
Fund: 606 - TECHNOLOGY FUND					9,236.48
AMANDA KASPER	143	12/04/2019	12/8/19 EVENT	702.229.2307200	280.00
CASEY'S RETAIL COMPANY	11/15/19	11/26/2019	ESCROW RELEASE	702.229.2309702	3,231.24
EMMONS & OLIVIER RESOURCES	00095-0061-7	11/26/2019	00095-0061	702.229.2287302	1,126.35
EMMONS & OLIVIER RESOURCES	00095-0063-4	11/26/2019	00095-0063	702.229.2282003	2,373.73
INDUSTRIAL EQUITIES LLP	11/11/19	11/26/2019	IRREVOCABLE LETTER OF CREDIT INDUSTRIAL E	702.229.2308802	18,900.00
INDUSTRIAL EQUITIES LLP	11/13/19	11/26/2019	ESCROW RELEASE INDUSTRIAL EQUITIES	702.229.2308902	35,564.19
INDUSTRIAL EQUITIES LLP	11/13/19 LAP C-099-18	11/26/2019	ESCROW RELEASE - INDUSTRIAL EQUITIES	702.229.2305902	55,000.00
PETTY CASH - POLICE	11/26/19	11/26/2019	PETTY CASH REQUEST	702.229.2291000	30.00
PULTE HOMES	11/13/19	11/26/2019	IRREVOCABLE LETTER OF CREDIT/ENG. ESCROW	702.229.2289301	10,313.36
SCOTT WILLIAM NICHOLS	12719	12/04/2019	12/7/19 PERFORMANCE	702.229.2307200	500.00
SHORT ELLIOTT HENDRICKSON, INC.	375619	11/26/2019	4340	702.229.2294501	266.45
SHORT ELLIOTT HENDRICKSON, INC.	375620	11/26/2019	4340	702.229.2285403	841.06
SHORT ELLIOTT HENDRICKSON, INC.	377278	12/04/2019	4340	702.229.2294501	383.47
WELLS FARGO CREDIT CARD ACH	Squ Sq River Heights WF 10/19	11/14/2019	Wells Fargo Purchase Cards	702.229.2307200	45.00
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF 10/19	11/14/2019	Wells Fargo Purchase Cards	702.229.2286300	5.00
WELLS FARGO CREDIT CARD ACH	Polaris Sales Inc WF 10/19	11/14/2019	Wells Fargo Purchase Cards	702.229.2291000	8,259.30
Fund: 702 - ESCROW FUND					137,119.15
Grand Total					965,426.44

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE

Meeting Date: December 9, 2019

Item Type: Consent

Contact: Nicole Cook: 651-450-2491

Prepared by: Nicole Cook, Rental and Code
Compliance Coordinator

Reviewed by: Heather Rand, Community
Development Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council is to consider approval of five (5) 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:

- **PROPERTY MGR MADHU KOLAN: 6983 ARCHER COURT**
- **KIMBERLY RINEHART, OWNER: 3100-3122 EAST 65TH ST**
- **MARTIN SCHREIER, OWNER: 7575 CLOMAN WAY**
- **STEVEN SCOTT MANAGEMENT: 5220 GREYSTONE DRIVE**
- **STEVEN SCOTT MANAGEMENT: 8213 COLLEGE TRAIL**

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.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Contact Extension for Custodial Services at City Facilities

Meeting Date: December 9, 2019
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider awarding a three-year contract extension for Contracted Custodial Services to Perfection Plus as outlined below.

SUMMARY

Beginning in 2012, the City of Inver Grove Heights hired a contracted custodial service to provide cleaning services at City Hall, Public Safety, Public Works, and the VMCC/Grove. Over the last two years the City has used Perfection Plus Inc. The term of the current contract expires on December 31, 2019. The new contract would be for a three-year period and can be terminated with a 30-day written notice.

<u>Service Location</u>	Monthly Fee 2020	Monthly Fee 2021	Monthly Fee 2022
INVER GROVE HEIGHTS CITY HALL, 8150 Barbara Ave.	\$2,380.12	\$2,451.53	\$2,525.07
INVER GROVE HEIGHTS MAINTENANCE BUILDING, 8168 Barbara Ave.	\$491.68	\$506.43	\$521.61
INVER GROVE HEIGHTS VETERANS MEMORIAL COMMUNITY CENTER, 8055 Barbara Ave.	\$6,515.88	\$6,711.36	\$6,912.70
INVER GROVE HEIGHTS PUBLIC SAFETY BUILDING, 8150 Barbara Ave.	\$2,458.40	\$2,532.16	\$2,608.12

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Purchase Agreement for Property Adjacent to Seidls Lake Park (PID 20-02810-80-010).

Meeting Date: December 9, 2019
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider approval of a purchase agreement for property located adjacent to Seidls Lake Park. The purchase price is \$10,000 and is funded by the Park Acquisition and Development Fund (Fund 402).

SUMMARY

The City of Inver Grove Heights owns Seidls Lake Park on the south side of the lake which is 30-acres. The City of South St. Paul also owns their version of Seidls Lake Park on the north side of the lake which is 3-acres. The two cities have master plans for their respective parks with Inver Grove Heights plan being created in 2007.

The City of Inver Grove Heights was recently approached by a private property owner asking if we would be interested in purchasing the following parcel:

- PID 20-02810-80-010
- 1-acres in size (0.68-land) (0.32 water).

Details include:

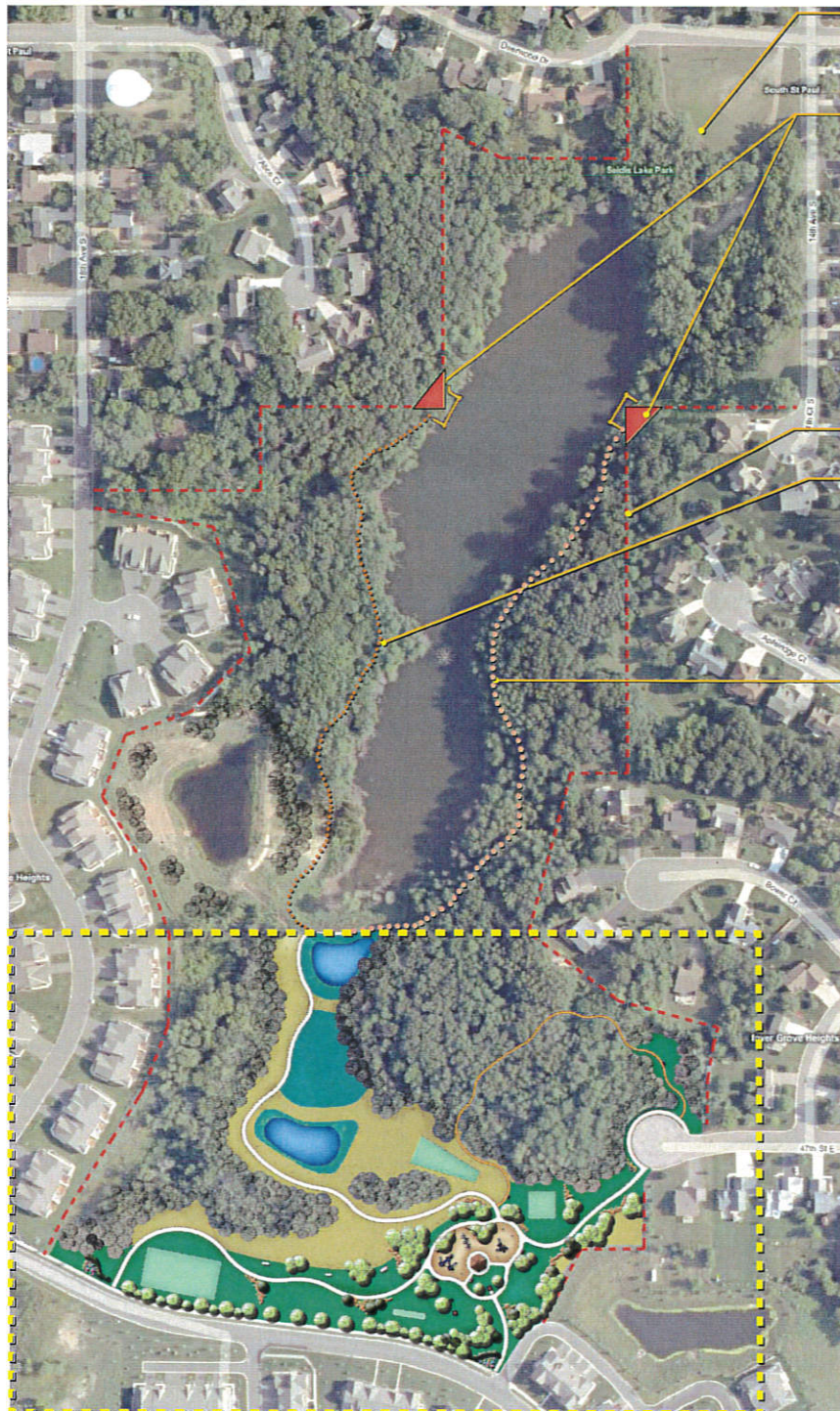
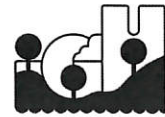
- The Purchase Price is \$10,000.
- The closing date is on or before 1/31/2020.
- The due diligence deadline is 1/15/2020.
- Seller will pay the state deed tax.
- Buyer will pay the title commitment and title policy costs.
- Buyer will pay the closing costs.
- Buyer will pay the cost to record the Warranty Deed.
- Seller will pay the cost to release the property from the existing mortgage.
- The property is being sold as-is, subject to the due diligence investigation of the City.
- Buyer will obtain the title commitment and title policy.

Each master plan envisioned a trail around the lake so residents from both communities could access the entire perimeter of the lake. Controlling this parcel will assist in our goal of the development of a future trail. The parcel has significant topography challenges and abuts the South St. Paul municipal border. The master plan identifies two potential “pinch points” to getting a trail constructed, see attached master plan.

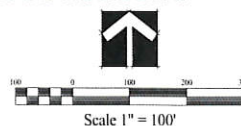
City staff is recommending we acquire the parcel and include it as a part of Seidls Lake Park. All expenses associated with the acquisition will be paid for out of the Park Acquisition and Development Fund (Fund 402).

Seidl's Lake Park

Overall Preliminary Master Plan



REFER TO ENLARGEMENT
PLAN FOR INFORMATION
WITHIN THIS AREA



South St. Paul Site

Trails should tie into the South St. Paul's portion of Seidl's Lake Park.

Property Crossing Options

Crossing the two sections of lakeshore to join the Inver Grove Heights site to the South St. Paul site should be pursued.

One option consists of using boardwalks with overlooks across the water in order to bypass the private property.

The other option consists of the city obtaining trail easements from the private property owners to build the trail on solid ground.

Park Property Lines (typ)

Future Trail Alternate

A future trail to complete a loop around the lake could be implemented, if desired, and would tie into the South St. Paul park site. The trail should be minimal in width, possibly built of a nature trail material (bare soil, wood chips, etc.) and should minimize disturbance to the site.

Lakeside Trail

Future lakeside trail should be a minimum of 6' wide, with an ideal width of 8' and should tie into the South St. Paul trail system.

The trail should be built above the future high water level, where feasible, once this is established and control structures are in place. In areas where it is not feasible, use of suitable construction materials shall be used to reduce the propensity for water damage.

Where the trail is adjacent to steep slopes, the edge of the trail shall have retaining walls built of suitable materials that would blend with the natural character of the site, such as limestone blocks, natural boulders, etc.



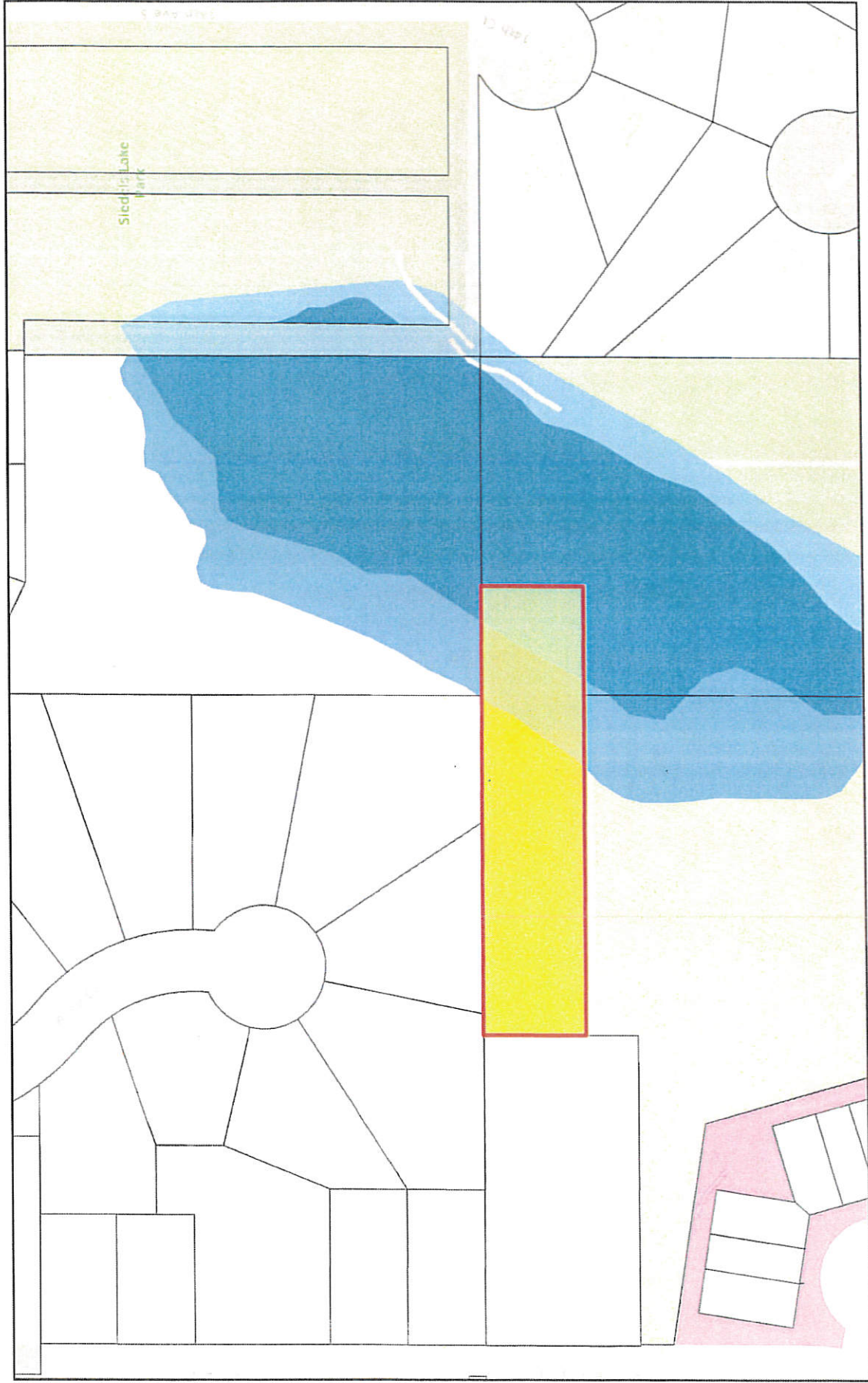
Interpretive / Educational Information

Placement of interpretive / educational signs along the various park trails would provide the users information about their surroundings and encourage stewardship for the park.



PROJECT #07-01
DATE: JUNE 13TH, 2007

Property Map



June 3, 2019

Parcels

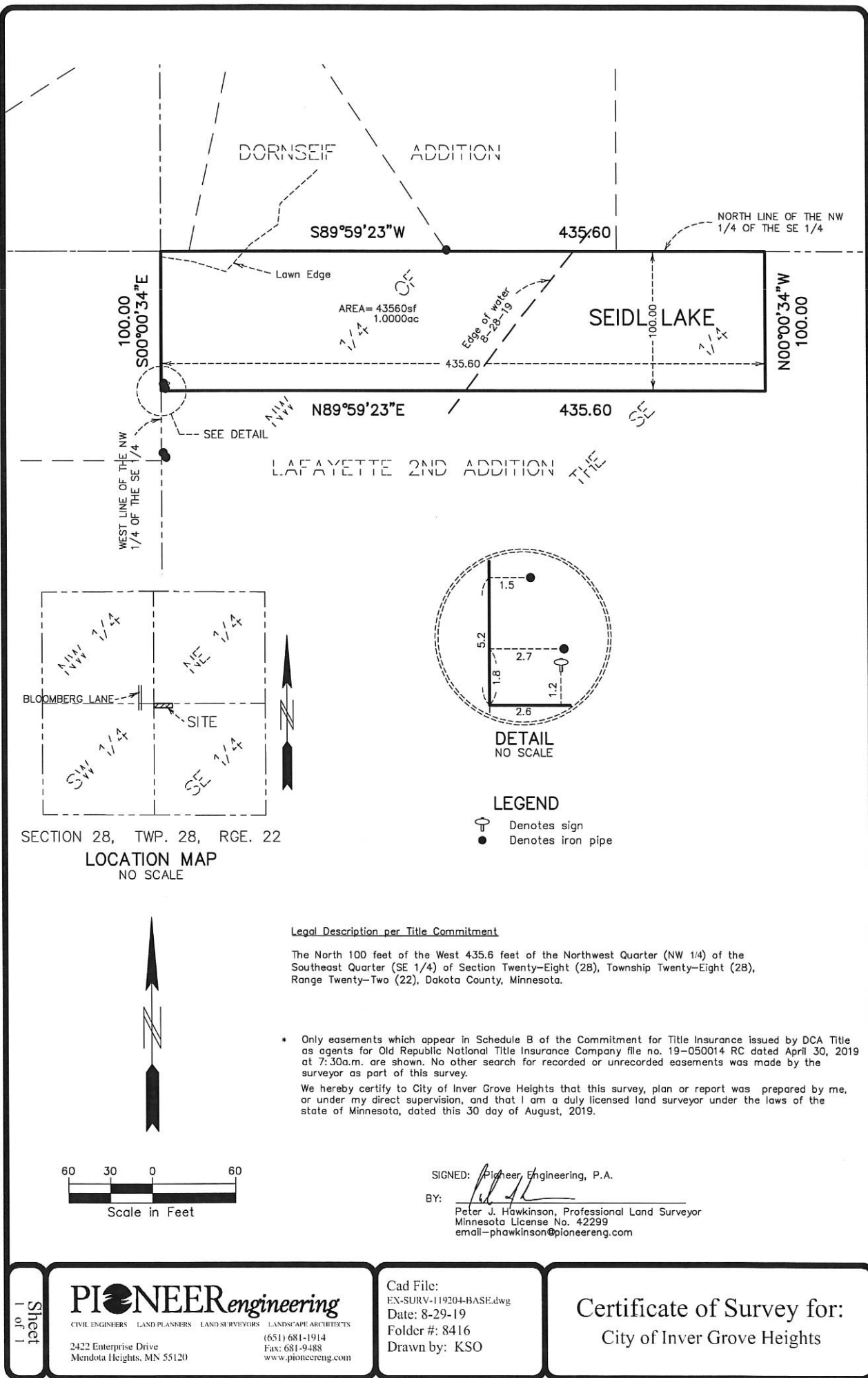
Multi-owner Parcel

Right of Way Easement

Dedicated Right of Way

Water in Tax Parcel

Dakota County
Dakota County



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

RESOLUTION NO. _____

**RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF
INVER GROVE HEIGHTS AND CTW GROUP INCORPORATED RELATING TO
THE PURCHASE OF PROPERTY IDENTIFIED AS DAKOTA COUNTY TAX
IDENTIFICATION NUMBER 20-02810-80-010**

WHEREAS, CTW GROUP INCORPORATED (Seller) owns real property located in Inver Grove Heights, Minnesota, identified as Dakota County Tax Identification No. 20-02810-80-010 described in the Purchase Agreement attached hereto as Exhibit A (Real Property); and

WHEREAS, the City of Inver Grove Heights desires to purchase the Real Property for park purposes; and

WHEREAS, the City and Seller have negotiated the attached Purchase Agreement for the sale of the Real Property by Seller to the City for the purchase price of \$10,000; and

WHEREAS, the Planning Commission has determined that the acquisition of the Real Property is consistent with the City's comprehensive plan.

WHEREAS, the City has the power and authority to purchase the Real Property for park purposes.

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

1. The City Council hereby approves the attached Purchase Agreement with CTW GROUP INCORPORATED for the Real Property at a purchase price of \$10,000.
2. The Mayor and City Clerk are authorized to execute the attached Purchase Agreement and to execute all closing documents related thereto.

Passed this 9th day of December, 2019.

George Tourville, Mayor

Attest:

Rebecca Kiernan, City Clerk

EXHIBIT A
PURCHASE AGREEMENT

PURCHASE AGREEMENT

BY AND BETWEEN

**CITY OF INVER GROVE HEIGHTS
(BUYER)**

AND

**CTW GROUP INCORPORATED
(SELLER)**

FOR

PURCHASE OF REAL PROPERTY

IN INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

LOCATED WITHIN SEIDLS LAKE PARK

BUYER:

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

SELLER:

CTW GROUP INCORPORATED
4820 Minnetonka Boulevard
Minneapolis, MN 55416

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made this 9th day of December, 2019, by and between Seller and Buyer as hereafter defined. Subject to the performance by the Buyer of the provisions and conditions hereinafter set forth, Seller agrees to sell and convey to Buyer and Buyer agrees to accept conveyance of the Real Property. Subject to the covenants, warranties, representations and mutual consideration herein contained, the parties hereby agree as follows:

Section 1. DEFINITIONS.

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

1.2 BUYER. Buyer shall mean City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota.

1.3 SELLER. Seller shall mean CTW GROUP INCORPORATED, a corporation organized under the laws of the State of Minnesota.

1.4 CLOSING DATE. Closing Date shall mean a date determined and agreed to in writing by Buyer and Seller, but no later than January 31, 2020.

1.5 CLOSING DOCUMENTS. Closing Documents shall mean and comprise the following:

- a.) Warranty Deed.
- b.) An affidavit by Seller of no judgments, no tax liens and no unrecorded interests.
- c.) Satisfaction of any liens and mortgages on the Real Property, including the Mortgage, Security Agreement and Fixture Financing Statement dated April 1, 2019 recorded on April 2, 2019 as Dakota County Document No. 3298780.
- d.) All other documents affecting title to and possession of the Real Property and necessary to transfer or assign the same to Buyer by the Warranty Deed.
- e.) An affidavit by Seller that there has been no labor or materials furnished for which mechanic liens can be filed with respect to any labor or materials ordered by Seller.
- f.) Any disclosure required by Minnesota law concerning above ground or below ground tanks, if applicable.
- g.) Well certificate, if applicable, as required by Minnesota law.

- h.) Any disclosure required by Minnesota law concerning a septic system on the Real Property, if applicable.
- i.) Any other documentation required by the title company to provide title insurance coverage acceptable to Buyer.

1.6 CLOSING LOCATION. Closing Location shall mean the offices of DCA Title located at 750 Main Street, Suite 208, Mendota Heights, MN 55120.

1.7 CONDITIONS PRECEDENT TO CLOSING BY SELLER. Conditions Precedent To Closing By Seller shall mean the following:

- a.) **ACCURACY OF REPRESENTATIONS.** The representations, warranties, covenants and agreements of Buyer contained in this Agreement or in any written statement memorandum or exhibit that shall be delivered pursuant to this Agreement shall be true in all respects at and as of the Closing Date as though such representations, warranties, covenants and agreements were made at and of the Closing Date.
- b.) **PERFORMANCE.** The Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing Date.
- c.) **APPROVAL OF DOCUMENTS.** The form and substance of all certificates, instruments, opinions and other documents delivered by one party to another under this Agreement shall be satisfactory in all reasonable respect to the party to receive the document and its counsel.

1.8 CONDITIONS PRECEDENT TO CLOSING BY BUYER. Conditions Precedent To Closing By Buyer shall mean the following:

- a.) **ACCURACY OF REPRESENTATIONS.** The representations, warranties, covenants and agreements of Seller contained in this Agreement or in any written statement memorandum or exhibit that shall be delivered pursuant to this Agreement shall be true in all respects at and as of the Closing Date as though such representations, warranties, covenants and agreements were made at and of the Closing Date.
- b.) **PERFORMANCE.** Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at the Closing Date. Prior to or at the Closing Date, Buyer shall have obtained or acted to effect the following:

- i. Approval by the City Council of a resolution that:
 - a. Accepts and authorizes the terms of this Agreement; and
 - b. Authorizes the execution of documents to effectuate the closing.
- ii. 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 purchase of the Real Property is consistent with the City's Comprehensive Plan.
- c.) **ABSENCE OF LITIGATION.** No action or proceeding by or before any court or other governmental body shall have been instituted or threatened pertaining to any transaction contemplated by this Agreement or its consummation or the transfer or sale of the Real Property.
- d.) **APPROVAL OF DOCUMENTS.** The form and substance of all certificates, instruments, opinions and other documents delivered by one party to another under this Agreement shall be satisfactory in all reasonable respect to the party to receive the document and its counsel.
- e.) **ACCEPTANCE BY BUYER.** An express condition precedent is that in Buyer's sole opinion and judgment, the following are found by Buyer to be satisfactory and acceptable to Buyer prior to Closing:
 - 1.) the status of the encumbrances and the marketability of title with respect to the Real Property;
 - 2.) the Environmental Contingency referenced in Section 1.9; and
 - 3.) the approvals identified in Section 1.8 (b)(i).

1.9 ENVIRONMENTAL CONTINGENCY. Environmental Contingency means that on or before January 15, 2020 Buyer has inspected the Real Property and has determined that the physical condition of the Real Property is in the sole judgment of the Buyer, suitable for Buyer's intended use.

1.10 PERMITTED ENCUMBRANCES. Permitted Encumbrances shall mean and comprise the following:

- a.) building and zoning laws, ordinances, state and federal regulations;
- b.) utility, road and drainage easements which do not interfere with improvements to the

premises; all such easements must be confined by a specific legal description for a specific width of the easement and such easements must not be "blanket" easements that encumber more area than needed for the specific easement purpose;

- c.) easements, restrictions and reservations of record, if any, that are satisfactory and acceptable to Buyer, in Buyer's sole judgment.

1.11 POSSESSION DATE. Possession Date shall mean Closing Date.

1.12 REAL PROPERTY. Real Property shall mean that certain tract of land located in Inver Grove Heights, County of Dakota, State of Minnesota, and legally described as shown on the attached **Exhibit A**, which exhibit is incorporated by reference. The Real Property shall also include all of the right, title and interest of the owner of the property in and to any easements, rights of way, privileges, appurtenances, and right to the same belonging to or inuring to the benefit of the Real Property described on **Exhibit A**.

1.13 SELLER'S WARRANTIES. Seller's Warranties shall mean and comprise the following:

Seller represents and warrants to Buyer that:

- a.) **AUTHORITY AND ORGANIZATION.** Seller and those designated to sign the documents associated with this transaction are legally authorized to execute all documents on behalf of Seller.

Seller has all requisite power and authority to own, use and sell the Real Property.

Seller has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and, no approvals or consents of any persons other than Seller are necessary in connection with it. Seller has or will by the Closing Date taken all necessary action to authorize the execution of this Agreement and the consummation of the transactions contemplated hereby

- b.) **NO DEFAULT.** Seller is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Agreement by Seller or prohibit any of the transactions provided for in this Agreement.
- c.) **TITLE.** At Closing Date, Seller will have good and marketable title pursuant to the laws of the State of Minnesota to the Real Property to be conveyed hereunder, subject only to the Permitted Encumbrances. At Closing Date, the Real Property will not be subject to a contract or other agreement of sale or subject to security interests, mortgages, encumbrances, liens (including income, personal property and other tax

liens) or off-sets, claims, reductions or charges of any kind or character.

- d.) **LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or, to the best knowledge of Seller, threatened, against or affecting Seller with respect to the Real Property.
 - e.) **FULL DISCLOSURE.** None of the representations and warranties made by Seller or made in any exhibit hereto, certificate or memorandum furnished or to be furnished by them, or on their behalf, contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
 - f.) **NO CONDEMNATION NOTICE.** Seller has not received any other notice of condemnation proceedings against the whole or any part of the Real Property.
 - g.) **NO UNDERGROUND TANKS.** To Seller's best knowledge, there are no underground fuel tanks or other underground tanks on the Real Property.
 - h.) **NO WASTE.** To the Seller's best knowledge, the Real Property is free of Waste and Hazardous Substances. To Seller's best knowledge the soil and ground of the Real Property are free from any spills, deposits, contaminations or seepage of Waste and Hazardous Substances and free from any Release of any Waste and Hazardous Substances.
 - i.) **NO PETROLEUM LEAKAGE.** To Seller's best knowledge with respect to Petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel or mixtures thereof, the Real Property is free of such liquids, gases and substances and have not been used for the generation, treatment or disposal thereof. To Seller's best knowledge, the soil and ground of the Real Property are free from any spills, deposits, contamination or seepage thereof and free from any Release of any Petroleum.
 - j.) **NO VIOLATION OF ENVIRONMENTAL LAWS.** To Seller's best knowledge, the Real Property is not in violation of any Environmental Laws.
 - k.) **NO BOUNDARY DISPUTES.** There are no boundary disputes relating to the Real Property.
 - l.) **NO UNRECORDED AGREEMENTS.** There are no unrecorded agreements, covenants, leases, rights of first refusal or options to purchase concerning the Real Property.
- 1.14 **BUYER'S WARRANTIES.** Buyer's Warranties shall mean the following:

- a.) **AUTHORITY AND ORGANIZATION.** Buyer and those designated to sign the documents associated with this transaction are legally authorized to execute all documents on behalf of Buyer. Buyer has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and, no approvals or consents of any persons other than Buyer are necessary in connection with it. Buyer has or will by the Closing Date taken all necessary action to authorize the execution of this Agreement and the consummation of the transactions contemplated hereby.

1.15 HAZARDOUS SUBSTANCE. Hazardous Substance means any of the following:

- a.) Any commercial chemical designated pursuant to the Federal Water Pollution Control Act, under United States Code, title 33, Section 1321(b)(2)(A);
- b.) Any hazardous air pollutant listed pursuant to the Clean Air Act, under United States Code, title 42, section 7412;
- c.) Any hazardous substance, pollutant or contaminant regulated under the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 U.S.C. 9601 et. seq. (CERCLA); and hazardous substance, pollutant or contaminant regulated under similar Minnesota environmental laws;
- d.) Any hazardous waste under Minnesota laws;
- e.) Pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. Section 136 et. seq. (FIFRA);
- f.) Asbestos, polychlorinated biphenyls (PCBs), toxic substances, and other substances regulated under the Toxic Substances Control Act, as amended, 15 U.S.C. section 2601 et. seq. (TSCA);
- g.) Source material, special nuclear material, by product materials, any other radioactive materials or radioactive wastes however produced, regulated under the Atomic Energy Act, as amended, 42 U.S.C. section 2011 et. seq. or the Nuclear Waste Policy Act of 1982, as amended, 42 U.S.C. section 10101 et. seq.;
- h.) Industrial process and pollution control wastes, which are hazardous within the meaning of the Resource Conservation And Recovery Act, as amended 42 U.S.C. Section 6901 et. seq. (RCRA);
- i.) Any hazardous material under the Hazardous Materials Transportation Act, 49 USCS Appx. Section 1801 et. seq.;

- j.) Any hazardous material listed in Code of Federal Regulation Title 49, Section 172.101;
- k.) Any pollutant or contaminant as defined by 42 U.S.C. Section 9601.

1.16 RELEASE. Release means any spilling, leakage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Waste, Hazardous Substance, Petroleum or pollutant or contaminant as defined by 42 U.S.C. Section 9601.

1.17 PETROLEUM. Petroleum means any of the following:

- a.) gasoline
- b.) fuel oil
- c.) kerosene
- d.) any petroleum distillate
- e.) any petroleum residual
- f.) diesel fuel
- g.) oil
- h.) ethanol

1.18 CONSTRUCTION DEBRIS. Construction Debris means construction debris as defined by Minn. Stat. § 115A.03.

1.19 DEMOLITION DEBRIS. Demolition Debris means solid waste resulting from the demolition of buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts.

1.20 INDUSTRIAL SOLID WASTE. Industrial Solid Waste means industrial waste as defined by Minn. Stat. § 115A.03.

1.21 MIXED MUNICIPAL SOLID WASTE. Mixed Municipal Solid Waste means mixed municipal solid waste as defined by Minn. Stat. § 115A.03.

1.22 SOLID WASTE. Solid Waste means solid waste as defined by Minn. Stat. § 115A.03.

1.23 HAZARDOUS WASTE. Hazardous Waste means hazardous waste as defined by Minn. Stat. § 115B.02.

1.24 POLLUTANTS. Pollutants means pollutants as defined by Minn. Stat. § 115B.02.

1.25 CONTAMINANTS. Contaminants means contaminants as defined by Minn. Stat. § 115B.02.

1.26 SEWAGE SLUDGE. Sewage Sludge means sewage sludge as defined by Minn. Stat. § 115A.03.

1.27 WASTE. Waste means, jointly and severally, the following:

- a.) Hazardous Substances
- b.) Hazardous Waste
- c.) Pollutants
- d.) Contaminants
- e.) Construction Debris
- f.) Demolition Debris
- g.) Industrial Solid Waste
- h.) Mixed Municipal Solid Waste
- i.) Solid Waste.
- j.) Sewage Sludge.

1.28 ENVIRONMENTAL LAWS. "Environmental Laws" shall mean all federal laws and regulations that protect or regulate the environment, including, but not limited to, the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Clean Water Act 33 U.S.C. § 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136 et seq., the Marine Protection Research, and Sanctuaries Act, 33 U.S.C. § 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. § 4321 et seq.; the Noise Control Act, 42 U.S.C. § 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq. as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. § 3001 et seq.; the Comprehensive

Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq. as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-To-Know Act, and Radon Gas and Indoor Air Quality research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Atomic Energy Act, 42 U.S.C. § 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. § 2011 et seq., all as may be amended, with implementing regulations and guidelines.

Environmental Laws shall also include The Minnesota Environmental Response and Liability Act ("MERLA") and state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Waste or Petroleum.

Section 2. CONSIDERATION. Seller, in consideration of the mutual promises and covenants herein contained, agrees to convey the Real Property to Buyer in the manner and at the times set forth in this Purchase Agreement. Buyer, in consideration of the mutual promises and covenants herein contained, agrees to pay Seller the sum of Ten Thousand Dollars (\$10,000) on the Closing Date by wire transfer.

Section 3. OBLIGATION TO PROVIDE WARRANTY DEED. Subject to performance by the Buyer of the Agreement herein, the Seller agrees to execute and deliver the Warranty Deed, subject only to the Permitted Encumbrances. The Real Property shall be free of any lien, mortgage, charge, or lease, including the Mortgage, Security Agreement and Fixture Financing Statement dated April 1, 2019 recorded on April 2, 2019 as Dakota County Document No. 3298780.

Section 4. REAL ESTATE TAXES. Seller hereby agrees to pay all real estate taxes levied against the Property herein sold due and payable in the years prior to Closing. Any real estate taxes levied against the Property that are due and payable in the year of Closing shall be prorated between Seller and Buyer with Seller responsible for the time period up to and including the Closing Date.

Section 5. SPECIAL ASSESSMENTS. On or before the Date of Closing, Seller agrees to pay the principal and interest amounts owing on all levied special assessments, including the installments, if any, payable in the years 2019, 2020 and thereafter; and Seller agrees to pay the principal amount relating to any pending special assessments.

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

Buyer, at Buyer's sole cost and expense, will have the opportunity to conduct a Phase I Environmental Assessment and any other environmental tests that it desires, and is aware of or has had the

opportunity to make itself aware of any Waste or Hazardous Substances on the Real Property and is aware of or has had the opportunity to make itself aware of any Petroleum, natural gas, natural gas liquids, liquefied natural gas, and/or synthetic gas usable for fuel or mixtures thereof on the Real Property.

Prior to January 15, 2020, Buyer, at its sole cost and expense, may obtain a Phase I Environmental Assessment of the Real Property. Seller agrees to cooperate in the preparation of the Phase I Environmental Assessment and to accurately respond to any questions and inquiries that are posed to Seller relating to preparation of Phase I Environmental Assessment. Seller agrees to make the Real Property available for on-site and field inspections. In the event any Hazardous Substances, Waste, Petroleum products, or other environmental conditions are discovered on the Property, Buyer's obligation hereunder shall be governed as set forth under Section 10. Seller shall have no obligation to remove any substances identified by the Buyer as a result of the Phase I (or otherwise) so as to make the Real Property acceptable to Buyer, however, Seller shall have the option (in its sole and absolute discretion) to satisfy the condition or to cancel this transaction and declare this Agreement to be null and void.

In addition, during the period beginning on the execution of this Agreement and ending on January 15, 2020, Buyer, at Buyer's sole cost and expense, may enter upon the Real Property and conduct appraisals, tests, inspections, surveys and studies (including, without limitation, soil, environmental, physical, mechanical and structural) which Buyer may deem appropriate to determine the suitability of the Real Property for Buyer's intended use. In connection with any entry by Buyer, or its agents, employees or contractors onto the Real Property, Buyer shall give Seller reasonable advance notice of such entry and shall conduct such entry and any inspections in connection therewith so as to reasonably minimize, to the greatest extent reasonably possible, interference with Seller's use of the Real Property and otherwise in a manner reasonably acceptable to Buyer. Without limiting the foregoing, at least 48 hours prior to any entry to perform any on-site testing, Buyer shall give Seller written notice thereof, including the identity of the company or persons who will perform such testing and the proposed scope of the testing. Buyer shall maintain, and shall insure that its contractors maintain, at least one million dollars (\$1,000,000) of public liability and property damage insurance to insure against the liability of Buyer and its agents, employees or contractors, arising out of any entry or inspections of the Real Property pursuant to the provisions hereof, and Buyer shall provide Seller with reasonable evidence of such insurance coverage upon request by Seller. Buyer shall indemnify, defend and hold Seller harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, reasonable attorneys' fees) to the extent arising out of or relating to any entry on the Real Property by Buyer, its agents, employees or contractors in the course of performing the inspections, testing or inquiries provided for in this Agreement. The foregoing indemnity shall survive the termination of this Agreement. Buyer may provide the above liability and property damage insurance through self-insurance. Nothing herein shall be deemed to be waiver of the municipal tort liability limitations benefiting Buyer found in Minnesota Statutes Chapter 466.

BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IF BUYER DOES NOT TERMINATE THIS AGREEMENT PRIOR TO 4:00 P.M. CENTRAL TIME ON JANUARY 15, 2020, THEN EXCEPT AS PROVIDED IN SECTIONS 1.13 and 9, BUYER WILL BE PURCHASING THE REAL PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS WITH RESPECT TO THE FOLLOWING MATTERS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS AGENTS, OR BROKERS WITH RESPECT TO THE FOLLOWING MATTERS CONCERNING THE REAL PROPERTY (EXCEPT AS PROVIDED IN SECTIONS 1.13 and 9): (i) the quality, nature, adequacy and physical condition of the Real Property, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Real Property or lack thereof, (iv) the development potential of the Real Property and the Real Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Real Property for any particular purpose, (v) the zoning or other legal status of the Real Property or any other public or private restrictions on use of the Real Property, (vi) the compliance of the Real Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the economics of the operation of the Real Property, and (viii) the environmental condition of the Real Property.

Section 7. CLOSING DATE AND POSSESSION DATE. Subject to performance by the Buyer of this Agreement, the closing shall occur on the Closing Date. The Seller agrees to deliver possession not later than the Possession Date provided that all conditions of this Agreement have been met by Buyer. The delivery of all papers, monies and matters relating to the closing shall take place at the Closing Location.

Section 8. TITLE OBJECTIONS. Buyer, at Buyer's own and sole expense, shall obtain a title commitment covering the Real Property and appurtenant easements, if any, in either case to include property searches covering bankruptcies, state and federal judgments and tax liens:

- a.) Buyer shall notify Seller of the date of its receipt of any title commitment it obtains.
- b.) Within fifteen (15) days following the Buyer's receipt of the title commitment, the Buyer shall give the Seller written notice of any objections to the title of the Real Property.
- c.) If any objections are so made, the Seller shall be allowed sixty (60) days after receipt of such written objections to make such title marketable. The Seller further agrees to use all reasonable efforts and to expend such sums as may be reasonably necessary to make said title marketable in the event a defect is disclosed. Pending correction of title, the payments herein required shall be postponed but upon correction of title and within ten (10) days after written notice to the Buyer, the Buyer and the Seller shall perform this Agreement according to its terms.

- d.) If said title is not marketable and is not made so within sixty (60) days from the date of delivery of the written objections thereto as above provided, then Buyer shall have the right (a) to terminate this Agreement upon notice given to Seller or (b) to waive such objections and proceed with such purchase. If title to the Real Property is marketable or is made marketable within said time, and Buyer shall default in any of the agreements herein contained, then and in such case, the Seller may terminate this Agreement, time being of the essence hereof, or Seller may specifically enforce this Agreement.
- e.) This section shall not deprive either party of the right of enforcing the specific performance of this Agreement, provided this Agreement is not terminated and provided that action to enforce specific performance is commenced within six (6) months after such right of action arises.

Section 9. WARRANTIES. Seller represents and warrants to Buyer all of the Seller's Warranties as defined in this Agreement. The Seller's Warranties shall survive the Closing and shall not merge with the Closing Documents.

Buyer represents and warrants to Seller the Buyer's Warranties as defined in this Agreement. The Buyer's Warranties shall survive the Closing and shall not merge with the Closing Documents.

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

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

and deliver to seller a quit claim deed for the Real Property.

The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before January 15, 2020, of the Environmental Contingency stated in Section 1.9. If the Environmental Contingency is not satisfied, and if Buyer does not waive such Environmental Contingency, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement.

Section 11. CLOSING DOCUMENTS. Subject to performance by the Buyer, the Seller agrees to execute as necessary and deliver at the Closing Date the Closing Documents to be provided by Seller.

Section 12. ASSIGNABILITY OF INTEREST. This Purchase Agreement may not be assigned by the Buyer without Seller's written consent.

Section 13. STATE DEED TAX. Upon delivery of the Warranty Deed, Seller shall pay the state deed tax due on the Warranty Deed.

Section 14. TITLE INSURANCE. Buyer shall obtain a title commitment and title insurance policy with respect to the Real Property at Buyer's sole cost.

Section 15. CLOSING FEES AND COSTS. Buyer shall be responsible for and shall pay the closing costs charged by DCA Title. Seller shall pay the state deed tax and recording costs for documents required to clear Seller's title and Seller's attorney's fees. Further, Seller shall be solely responsible for, and hold Buyer harmless from paying, any real estate fees or commissions due or claimed to be due arising from this transaction, unless the fee or commission has been arranged by Buyer. Buyer is responsible to pay for the recording fee to record the Warranty Deed.

Section 16. MISCELLANEOUS.

- a.) The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.
- b.) All modifications to this Agreement must be in writing and signed by the parties hereto.
- c.) This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior arrangements and understandings between the parties hereto.

- d.) This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 17. NOTICES. Any notices hereunder shall be deemed sufficiently 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 Buyer: City of Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Seller: CTW GROUP INCORPORATED
4820 Minnetonka Boulevard
Minneapolis, MN 55416

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.

Section 18. 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.

IN WITNESS WHEREOF, the parties have hereto executed this Purchase Agreement the day and year first above written.

BUYER:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

By: _____
Rebecca Kiernan, City Clerk

Approved by City Council Resolution No. 19-____

SELLER:
CTW GROUP INCORPORATED

By: _____
Andrey Sokurec
Its: Chief Executive Officer

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

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

The North 100 feet of the West 435.6 feet of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Twenty-Eight (28), Township Twenty-Eight (28), Range Twenty-Two (22), Dakota County, Minnesota.

Abstract Property

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: December 9, 2019
 Item Type: Consent
 Contact: Judy Thill, 651-450-2495
 Prepared by: Judy Thill, Fire Chief
 Reviewed by: n/a

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Consider approval of the listed purchases under Furniture, Fixtures and Equipment for Project 2014-10 Fire Station #2.

SUMMARY

At the August 26, 2019 City Council meeting, Council approved a general budget of \$650,000 for Furnitures, Fixtures and Equipment (FF&E). As part of the FF&E budget, a large number of vendors need to be utilized to make individual purchases. Each purchase needs to be approved by Council.

Staff is requesting the following purchases be approved for the Fire Station #2:

Purchase and Installation of Solo Rescue SCBA Decontaminating System – Only one quote was received from Solo Rescue for \$23,309 because there are no other systems like this and no distributors. With this being a single-source supplier, staff recommends purchase and installation of the Solo Rescue SCBA Decontamination System for \$23,309.

Purchase and Installation of Ventilation Training Prop – Only one quote was received from Fire-Vent for \$58,240 for this ventilation training prop as they are the only ones who make this training system and there are no distributors. With this being a single source supplier, staff recommends purchasing the ventilation prop from Fire-Vent for \$58,240.

Purchase and Installation of Turnout Gear Lockers – Two quotes were received, one from Emergency Response Solutions for \$16,976 and one from Gear Grid for \$17,026. With Emergency Response Solutions being the lowest, staff recommends purchasing the gear lockers from them for \$16,976.

The funds for these purchases, totaling \$98,525, will come from the previously approved FF&E budget of \$650,000.

Prepared for:

City Of Inner grove Heights Fire Department
Attention to Chief Eric Bergum
9200 Court House Blvd.
Inner Grove Heights, MN 55077

**QUOTATION**

8/13/2019

Dear Chief Bergum,

Thank you for the opportunity of working with you on this project.

Solo Rescue® is a proven solution for decontaminating complete sets of SCBA, without dismantling the equipment. The unique construction with a rotating wash basket and specially designed wash nozzles, ensures decontamination of dangerous carcinogens. Washing is done in a controlled environment, ensuring the safety of both the user and the equipment.

A safe and ergonomic product that guarantees the same result in every wash cycle.

Solo Rescue® is a vital part of a "Clean Cab Concept" for any Fire Department.

Project name: Inner Grove Heights Fire Department

	DESCRIPTION	UNIT PRICE	QUANTITY	AMOUNT
Machine Type:	Solo Rescue® - SCBA DECON WASHER® including: - Heavy Duty Basket with holder for 2 single or double SCBA - Holder for 2 large air cylinders (Jumbo Flasks) - Gear Holder for gloves and boots	\$21,900.00	1	\$21,900.00
Voltage:	3-ph 208 - 240 V / 60Hz 40A			
Accessories:			0	\$ -
Shipping:			0	\$ 659.00
Installation	Installation of 1 Solo Rescue		1	\$ 750.00
Sales Tax	6.25% If applicable		0	
TOTAL NET				\$23,309.00



Payment Conditions:

Terms of Delivery: FOB Katy, TX

Delivery Time: Standard machine 10 working days production after formal order confirmation + transportation time

Validity: Offer valid 45 days from date

Warranty: Parts warranty 12 Months from installation date.

Other: Unless included on the first page, cost for installation and dosing equipment is not included in the purchase price. These services will be offered separately by an Authorized Service Partner or Detergent Distributor.

Best regards,

Lemoyne Thomas, Regional Sales Manager
346.218.0585
lemoyne.thomas@rescue-tech.com

Solo Rescue® was developed in 2012 together with Rescue Services in Scandinavia, as a vital part of the Healthy Firefighters® project. Since the introduction, hundreds of Fire Services throughout Europe are using the solution every day.

For more information about our solution and our products, please visit;
www.solorescue.com





Price Quote For:
Inver Grove Heights Fire
Department

FireVent, LLC.
3031 N. Deer Run Rd.
Carson City, NV 89701
Phone:(775) 230-9953 Fax:(775) 883-2387

Date: 05 / 28 / 19

Billing Information		Shipping Address:	
Agency:	Inver Grove Heights Fire Department	Agency:	
Contact:	Eric Bergum	Contact:	
Address:	8150 Barbara Ave.	Address:	
City/state/zip:	Inver Grove Heights, MN. 55077	City/State/Zip:	
Phone:	651-455-5082	Phone:	

Email: ebergum@invergroveheights.org

Shipping
Method:

Order Information:

Qty	Product Description	Amount Each	Amount
1	FireVent Stationary Unit , (24ft x 12ft platform)		\$55,600.00
	Custom design for discussed application		
1	Equipment orientation / training on location		Included
1	Set of consumable materials (rafters and sheeting)		Included
1	Installation		Included
		Subtotal:	\$55,600.00
		Tax:	See note below
		Shipping:	\$2,640.00
		Total:	\$58,240.00

Notes:

- 1) FireVent, LLC will not charge or collect any out of state sales tax. Sales and/or Use tax must be settled by the buyer with their state. (If not tax exempt)
- 2) Shipping and delivery based on \$1.50 per mile from Carson City, NV. Delivery and shipping rates outside the Continental US will be handled individually.

EMERGENCY RESPONSE SOLUTIONS

4817 Viking Blvd NE
 East Bethel, MN 55092
 651-464-1010

Quote

Date	Estimate #
8/22/2019	4559

Name / Address
Inver Grove Heights Fire Dept 8150 Barbara Avenue Inver Grove Heights, MN 55077

				Project
Item	Description	Qty	Rate	Total
	PROJECT NAME: INVER GROVE HEIGHTS FD-NEW STATION #2			
GEA 403005	Gear Grid 403005 Five (5) Opening 30" Wide X 24" Deep Wall Mount Locker. No Doors. Heavy Duty Steel Construction. Included per Locker Opening: Two (2) Adjustable Shelves- (1) w/ Name Plate Holder, Three (3) Adjustable Apparel Hooks, Durable Powder Coat Finish, Choice of Paint Color. *Custom Name Plates Sold Separately*	2	1,815.00	3,630.00
GEA 403006	Gear Grid 403006 Six (6) Opening 30" Wide X 24" Deep Wall Mount Locker. No Doors. Heavy Duty Steel Construction. Included per Locker Opening: Two (2) Adjustable Shelves- (1) w/ Name Plate Holder, Three (3) Adjustable Apparel Hooks, Durable Powder Coat Finish, Choice of Paint Color. *Custom Name Plates Sold Separately*	1	2,178.00	2,178.00
GEA 403008	Gear Grid 403008 Eight (8) Opening 30" Wide X 24" Deep Wall Mount Locker. No Doors. Heavy Duty Steel Construction. Included per Locker Opening: Two (2) Adjustable Shelves- (1) w/ Name Plate Holder, Three (3) Adjustable Apparel Hooks, Durable Powder Coat Finish, Choice of Paint Color. *Custom Name Plates Sold Separately*	1	2,904.00	2,904.00
GEA 412402	Gear Grid 412402 (2) Opening 24" Wide X 24" Deep Wall Mount Locker. No Doors. Heavy Duty Steel Construction. Included per Locker Opening: Two (2) Adjustable Shelves- (1) w/ Name Plate Holder, Three (3) Adjustable Apparel Hooks, Durable Powder Coat Finish, Choice of Paint Color. *Custom Name Plates Sold Separately*	1	790.00	790.00
Quote Valid for 30 Days		Total		

EMERGENCY RESPONSE SOLUTIONS

4817 Viking Blvd NE
 East Bethel, MN 55092
 651-464-1010

Quote

Date	Estimate #
8/22/2019	4559

Name / Address
Inver Grove Heights Fire Dept 8150 Barbara Avenue Inver Grove Heights, MN 55077

				Project
Item	Description	Qty	Rate	Total
GEA 422426	Gear Grid 422426 Six (6) Opening 24" Wide X 24" Deep Double-Sided Mobile Locker Unit (3 openings each side back-to-back). No Doors. Heavy Duty Steel Construction. Included per Locker Opening: Two (2) Adjustable Shelves- (1) w/ Name Plate Holder, Three (3) Adjustable Apparel Hooks, (4) Locking Casters or Adjustable Levelers, Durable Powder Coat Finish, Choice of Paint Color. *Custom Name Plates Sold Separately*	1	1,820.00	1,820.00
GEA 401130	Gear Grid GearHanger- 30" Horizontal Hanging Rod	24	22.00	528.00
GEA 401024	Gear Grid GearHanger- 24" Horizontal Hanging Rod	8	21.00	168.00
GEA 492031	Gear Grid Hang Bar Secure Bracket Kit for Outside Ends Above Locker Units *Requires (1) Kit per Run of Lockers*	7	5.00	35.00
GEA 401013	Gear Grid GearDryer Coat Drying Hanger	32	13.00	416.00
GEA 401021	Gear Grid HeavyHanger	32	13.00	416.00
GEA 401002	Gear Grid Apparel Hook (2- Additional Hooks per Locker)	64	4.00	256.00
Labor	LOCKER INSTALLATION FEE: FOR TOTAL OF (32) LOCKER OPENINGS *THIS COST DOES NOT INCLUDES THE REMOVAL OF EXISTING LOCKERS- THE CUSTOMER IS TO HAVE ALL EXISTING LOCKER UNIT(S) REMOVED AND ALL WALL(S) PREPARED FOR LOCKER INSTALL PRIOR TO THE SCHEDULED DATE OF INSTALLATION*	1	3,374.00	3,374.00
Shipping	Estimated Freight as of 08-21-2019 from Old Dominion LTL to Zip Code: 55077 *THIS IS ONLY AN ESTIMATE AND CANNOT BE CONFIRMED UNTIL DATE OF DELIVERY*	1	461.00	461.00
Quote Valid for 30 Days			Total	\$16,976.00

Quotation



GearGrid Corporation
670 15th St SW
Forest Lake, MN 55025
Phone: (651) 464-4468 Fax: (651) 464-4780
www.geargridcorp.com

Quote Number: 00003006
Quote Date: 9/5/2019
Customer Number:

Project Name: Inver Grove Heights FD - New Stn #2
Specification Section:
Addenda Acknowledged:

Sold To:

Inver Grove Heights Fire Station #2
9250 Courthouse Blvd
Inver Grove Heights, MN 55077

Ship To:

Inver Grove Heights Fire Station #2
9250 Courthouse Blvd
Inver Grove Heights, MN 55077

Phone: (651) 450-2544

Fax:

E-mail: ebergum@invergroveheights.org

Confirm To:	Carrier	F.O.B.	Terms	Quote Provided By:	
Eric Bergum	Old Dominion	Origin	Net 30	Jason Rhoades	
Part Number	Description	UOM	Quantity Ordered	Price	Extended Amount
403005	LKR-30Wx72Hx24D-NO DOOR-5 Opening		2	\$1,815.00	\$3,630.00
403006	LKR-30Wx72Hx24D-NO DOOR-6 Opening		1	\$2,178.00	\$2,178.00
403008	LKR-30Wx72Hx24D-NO DOOR-8 Opening		1	\$2,904.00	\$2,904.00
401130	GearHanger - 30" Horizontal Hanging Rod		24	\$22.00	\$528.00
492031	GearHanger Secure Bracket (Kit)	EA	7	\$5.00	\$35.00
401013	GearDryer Coat Drying Hanger	EA	32	\$13.00	\$416.00
401021	HeavyHanger	EA	32	\$13.00	\$416.00
401002	Apparel Hook (snaps into 3" x 3" locker grid)	EA	64	\$4.00	\$256.00
422426	24"W x 24"D Mobile 6-Pack - No Doors - (6 Lockers, 3 each side, back-to-back)		1	\$1,820.00	\$1,820.00
401036	CUSTOM PART Description GearGrid install		1	\$3,374.00	\$3,374.00
412402	24"W x 24"D x 72"H Wall Mount - No Doors - Bank of 2 Lockers	LOT	1	\$790.00	\$790.00
401024	GearHanger Hanging Rod 24"	EA	8	\$21.00	\$168.00

Quote Notes:

- (24) Wall mount lockers 30"W x 24"D x 74 1/2"H with no doors, (2) 24"W x 24"D x 74 1/2"H with no doors, 6 Pack Mobile 75"W x 47"D x 83"H
- Each Locker to include 3 apparel hooks and bottom shelf and top shelf with nameplate holder
- Added accessories Hang Bar, GearDryer, Heavy Hanger, 2 additional Apparel hooks per locker
- GearGrid lockers ship in a knocked-down state and will require assembly onsite
- No tax included

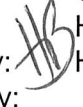
1. Assembly/Installation provided by: Inver Grove Heights Fire Station 2
2. GearGrid can provide Assembly and Installation for an ADDED price of: N/A
Estimated Ship Date: Approximately Please check at time of order weeks after receipt of order.
3. This quote does not include nameplates, please source at www.firehouseid.com or locally
4. If Doors are ordered GearGrid does not provide padlocks or other locking devices unless otherwise indicated.
5. When Powerbars are ordered, electrical wiring, receptacles and installation of electrical are not included. Please consult local certified electrician.

Net Order: \$16,515.00
Freight: \$511.00
Sales Tax:
Order Total US \$: \$17,026.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

1st Class Auto Sales – Case No. 19-47CV

Meeting Date: December 9, 2019
 Item Type: Consent Agenda
 Contact:  Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by:

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	Other

PURPOSE/ACTION REQUESTED

Approve the following Resolutions for property located at 6370 Concord Boulevard:

- a) a Conditional Use Permit Amendment to amend the approved site plan to allow for an additional building for an auto sales business.
 - Requires 4/5th's vote.
- b) a Variance to allow a structure within the rear yard setback.
 - Requires 3/5th's vote.
 - 60-day deadline: December 13, 2019 (first 60-days)

SUMMARY

The applicant is requesting an amendment to the existing CUP to allow for the construction of a new building south of the existing building. A variance from setbacks is also being requested as the building would be set five feet from the rear property line. The applicant's property is located between Concord Boulevard and the railroad right-of-way and is zoned B-3, General Business. The applicant is requesting the same five-foot rear yard setback line as the existing structure. The property is long and narrow which limits the buildable area, the five foot setback for structures on this property has been in place since prior to the zoning ordinance, and the proposed building would be a reasonable use and would not impact abutting properties.

Automobile and off highway vehicle sales are considered a conditional use in the B-3 district. The proposed improvements are consistent with the Comprehensive Plan and meet the conditional use criteria. Access to the property would not be changing. The exterior of the building would vinyl lap, complying with code requirements. The applicant has been working with the City Engineering Department on stormwater requirements. The applicant shall continue to work with the City to secure final approval of construction drawings.

RECOMMENDATION

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

Planning Commission: At the December 3, 2019 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolutions (9-0).

Attachments: Conditional Use Permit Resolution
 Variance Resolution
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT FOR AN
AUTOMOBILE AND OFF HIGHWAY VEHICLES SALES LOT**

1st Class Auto Sales
Case No. 19-47CV

WHEREAS, the request is for the property located at 6370 Concord Blvd and legally described as:

**Lots 1 thru 3, together with that part of vacated Wilton Avenue which accrued thereto by reason
of the vacation thereof, Block 22, Inver Grove Factory Addition,
Dakota County, Minnesota**

WHEREAS, an application for a conditional use permit amendment has been submitted to allow a new building to be constructed over existing impervious surface;

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit amendment for an automobile and off highway vehicles sales lot is hereby approved subject to the following conditions:

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

Site Plan	dated 11/7/19
Building Elevations	dated 11/11/19
2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

3. All signage shall be in conformance with the sign regulations of the City.
4. All display pennants, flags, searchlights, balloons, and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices shall require a sign permit.
5. Customer and employee parking shall be clearly signed and no display vehicles shall be allowed in this area.
6. No junk vehicles, as defined by City Code, shall exist on the property. There shall be no storage of vehicle parts on the property.
7. All final plans shall be subject to the review and approval of the City Fire Marshal.
8. Any new rooftop or ground mounted equipment shall be substantially screened from view as seen from a reasonable viewing perspective.
9. The conditions of the storm water facilities maintenance agreement shall be met by the property owner to ensure long term maintenance of the facilities.
10. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence
11. Resolution No. 13-56 shall become null and void and shall be replaced by the terms of this conditional use permit

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

Adopted by the City Council of Inver Grove Heights this 9th day of December, 2019.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Joe Lynch, Deputy Clerk

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

RESOLUTION NO. 19-_____

**RESOLUTION APPROVING A VARIANCE TO ALLOW A STRUCTURE TO BE LOCATED
WITHIN THE REQUIRED REAR SETBACK**

**CASE NO. 19-47CV
1st Class Auto Sales**

Property located at 6370 Concord Boulevard and legally described as follows:

**Lots 1 thru 3, together with that part of vacated Wilton Avenue which accrued thereto by
reason of the vacation thereof, Block 22, Inver Grove Factory Addition,
Dakota County, Minnesota**

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

WHEREAS, Concord Boulevard is located at the front of the applicant's property and railroad right-of-way is located along the rear of the property;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on December 3, 2019 in accordance with City Code Section City Code 10-3-3 C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

- a. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- b. The location of the structure does not appear to have any adverse impacts on the neighboring properties.

- c. The property is unique in that the five-foot rear yard structure setback has been in place since prior to the creation of the zoning ordinance.
- d. The property is long and narrow limiting the buildable area on the property; allowing the structure closer to the rear property line does not have an impact to the abutting railroad right-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a structure to be located five feet from the rear property line is hereby approved subject to the following conditions:

- 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Division except as modified herein.
- 2. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.

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

Adopted by the City Council of Inver Grove Heights this 9th day of December, 2019.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Joe Lynch, City Administrator / Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: December 3, 2019

SUBJECT: 1ST CLASS AUTO SALES - CASE NO. 19-47CV

Reading of Notice

Commissioner Simon read the public hearing notice to consider a request for a variance to allow a structure to be located within the rear yard setback and a conditional use permit amendment to expand the auto sales business, for the property located at 6370 Concord Boulevard. 13 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting an amendment to the existing CUP to allow for the construction of a new building south of the existing building. A variance from setbacks is also being requested as the building would be set five feet from the rear property line. She noted that the subject property is located between Concord Boulevard and the railroad right-of-way and is zoned B-3, General Business. The applicant is requesting the same five foot rear yard setback line as the existing structure. Staff supports this variance request as the property is very narrow and limits the buildable area, the five foot setback for structures on this property has been in place since prior to the zoning ordinance, and the proposed building would be a reasonable use and would not impact abutting properties. Staff recommends approval of both requests with the conditions listed. Staff did not hear from any abutting property owners.

Opening of Public Hearing

James Krumble, 6370 Concord Boulevard, advised he was available to answer any questions.

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

Mr. Krumble replied in the affirmative.

Commissioner Robertson asked what the applicant planned to use the proposed building for.

Mr. Krumble replied it would be used to detail their vehicles.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Wippermann, to approve the request for a variance to allow a structure to be located within the rear yard setback and a conditional use permit amendment to expand the auto sales business, for the property located at 6370 Concord Boulevard, with the conditions listed in the report and the practical difficulty as stated by staff.

Motion carried (9/0). This item goes to the City Council on December 9, 2019.

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

HEARING DATE: December 3, 2019

CASE NO: 19-47CV

APPLICANT: 1st Class Auto Sales

PROPERTY OWNER: Northern Holdings LLC

REQUEST: A Conditional Use Permit Amendment to amend the approved site plan and a variance from the rear yard setback.

LOCATION: 6370 Concord Boulevard

COMPREHENSIVE PLAN: Mixed Use

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

1st Class Auto Sales is requesting an amendment to the existing CUP to allow for the construction of a new building on the property. The structure would be a one story, 26 x 32 foot building that would be used for a detail area for vehicles sold on the property. A variance from setbacks is also being requested as the building would be set 5 feet from the rear property line.

EVALUATION OF THE REQUEST

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

North – Auto Sales; zoned I-1, Limited Industry; guided MU, Mixed Use
East - Rail Road and Park; zoned P, Public/Institutional; guided P, Public
West – Vacant; zoned R-1C, single-family; guided MU
South – Holiday; zoned I-1; guided Mixed Use

SITE PLAN REVIEW

Setbacks. The proposed building would comply with the required setbacks from the front and side property lines. The building would be located approximately 5 feet from the rear property line, in line with the existing structure on the property. The setback variance is discussed later in this report.

Parking. The building would be constructed primarily over existing parking lot hard surface. The property would be utilized as a sales lot. The customer parking must be marked and shall

not contain vehicle inventory. No employee, customer, or inventory parking shall be allowed on the street or in the right-of-way.

No junk vehicles are allowed to be kept on site. A junk vehicle is defined as any motor vehicle which for a period of 30 days or more: is not in operable condition; partially dismantled; used for the sale of parts or as a source of repair or replacement parts for other vehicles; kept for scrapping; dismantling or salvage of any kind; or not properly licensed.

Exterior Building Materials. The building would have horizontal lap siding on all four sides. The building complies with exterior materials standards.

Lighting. No new lighting is being proposed at this time. All parking lot lighting and building lighting shall be designed so as to deflect light away from the public streets. The source of light shall be hooded, recessed, or controlled in some manner so as not to be visible from adjacent property or streets.

Signage. All signs for the site, including wall and pylon, require a separate sign permit and shall conform to the sign size requirements of the B-3 zoning district.

Engineering. The Engineering Department has reviewed the plans and is working with the applicant on utilities, stormwater and grading requirements. Engineering has made recommendations on conditions that are included at the end of this report. No additional storm water treatment facilities are required. A storm water facilities maintenance agreement was approved for the property with a CUP amendment request in 2013. The new owner is working with the Engineering Department to bring the property into compliance with the past agreement.

GENERAL CONDITIONAL USE PERMIT REVIEW

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

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

The use is consistent with the goals, policies, and plans of the Comprehensive Plan.

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

The applicant's property is zoned B-3, General Business. An auto sales lot is a conditional use in the B-3 district; the proposed use would be in compliance with the Zoning Ordinance.

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

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

The building is setback to the far east side of the lot maximizing its setback from the road with a 100 foot rail road right-of-way before you get to Heritage Village park which is located directly east of the site.

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

This use does not appear to have any negative effects on City facilities or services.

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

i. Aesthetics/exterior appearance

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

ii. Noise

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

iii. Fencing, landscaping and buffering

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

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

Access to the site is not changing. The proposed building is for uses accessory to the existing car sales and would not generate additional traffic to the area. All required permits shall be pulled by the applicant in regards to the construction of the new building.

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

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

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

There is an approved storm water facilities maintenance agreement for the property; the property owner shall comply with the conditions of this agreement.

VARIANCE REVIEW

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The request is consistent with the comprehensive plan as the property would continue to be utilized as an auto sales lot. In respect to the use of the land, impervious surface, other setbacks and code requirements, the request is in harmony with the provisions in the zoning ordinance.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

Concord Boulevard provides a number of different land uses along this corridor including commercial, industrial, restaurants and older single-family homes. The applicant is proposing the building within the most reasonable area of the property that provides the least amount of land alteration while meeting the needs of the applicant. The building addition does not appear to conflict with any other performance standards of the zoning ordinance such as size, impervious surface or building materials.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The five foot rear setback has been the established setback for structures on this property that was first developed prior to 1965. The property is long and narrow with a 100 foot railroad right-of-way to the east.

4. *The variance will not alter the essential character of the locality.*

The request is not out of character for the neighborhood and the proposed use of the building would be consistent with the zoning of the property and with the uses associated with a car sales lot.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis or a sole basis for either of these requests.

ALTERNATIVES

A. **Approval:** If the Planning Commission finds the application acceptable, the following request should be recommended for approval:

- Approval of a **Conditional Use Permit Amendment** for automobile and off highway vehicles sales to allow a 26'x32' building to be constructed subject to the following conditions:

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

Site Plan

dated 11/7/19

Building Elevations

dated 11/11/19

2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. All signage shall be in conformance with the sign regulations of the City.
4. All display pennants, flags, searchlights, balloons, and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices shall require a sign permit.
5. Customer and employee parking shall be clearly signed and no display vehicles shall be allowed in this area.
6. No junk vehicles, as defined by City Code, shall exist on the property. There shall be no storage of vehicle parts on the property.
7. All final plans shall be subject to the review and approval of the City Fire Marshal.
8. Any new rooftop or ground mounted equipment shall be substantially screened from view as seen from a reasonable viewing perspective.
9. The conditions of the storm water facilities maintenance agreement shall be met by the property owner to ensure long term maintenance of the facilities.
10. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence

11. Resolution No. 13-56 shall become null and void and shall be replaced by the terms of this conditional use permit

- Approval of a **Variance** to allow a five foot rear yard setback for a new building subject to the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file with the Planning Division except as modified herein:

Site Plan 11/7/19

2. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.

Practical difficulty: The shallow depth of the property limits the buildable area. The five foot rear setback has been the established setback for structures on this property that was first developed prior to 1965. The proposed building would be a reasonable use of the commercial property and does not appear to have any impact on abutting properties.

- B. Denial.** If the Planning Commission does not favor the proposed application, the above requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

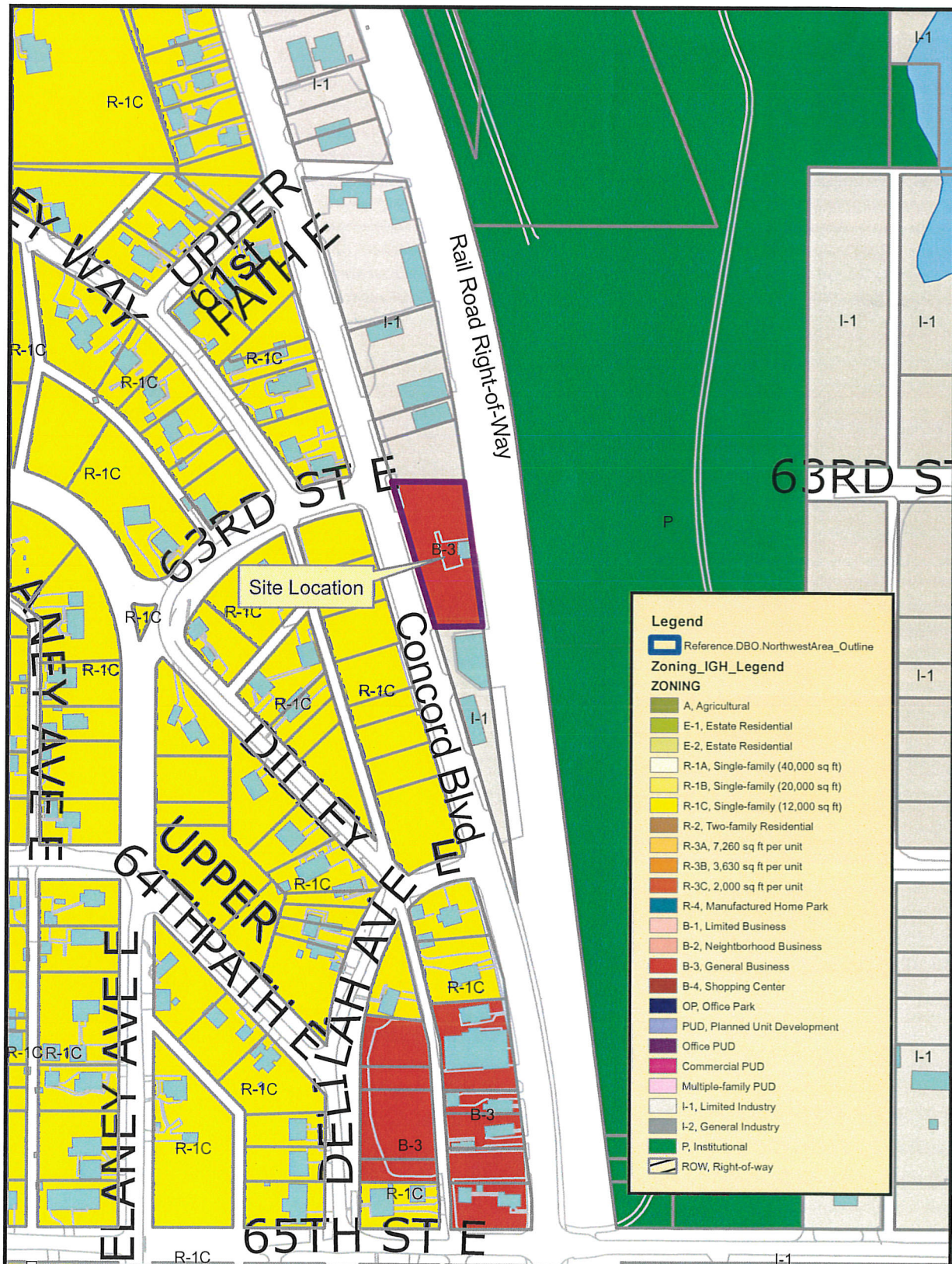
RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the conditional use permit amendment and variance.

Attachments: Exhibit A – Zoning and Location Map
Exhibit B – Narrative and Building Elevation
Exhibit C- Site Plan



6370 Concord Blvd Case No. 19-47CV



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.
Map produced by the City of Inver Grove Heights GIS Dept.
Copyright© City of Inver Grove Heights 2016

Exhibit A
Zoning and Location Map

Map not to scale

Heather Botten

From: James Crumble <jamescrumble@1stclassautosalesmn.com>
Sent: Monday, November 11, 2019 8:00 AM
To: Heather Botten
Subject: 6370 Concord Blvd. Revised Narrative

1st Class Auto Sales

6370 Concord Blvd. Inver Grove Heights, MN 55076

Written Narrative (Revised)

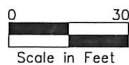
Proposed plans would include and consist of the removal of 1 tree located on the south side of the current structure on the property. Planned structure will be attached via a 10'X4'X8' hallway/breezeway. Rain Garden will be located between existing structure and proposed building to remain in compliance with current storm water facilities maintenance agreement entered in to and effective as of May 13, 2013 with the City of Inver Grove Heights, Dakota County, Minnesota. The 26' x 32' x 9' Garage will be constructed of wood and have one 9' x 7' overhead garage door, one 16' x 7' overhead garage door, 1 entry door and 1 window. Structure will be placed on a 26'X32' ft. 9" thick cement slab foundation. The garage will have a 24" eave overhang on four sides, 1/2" OSB roof sheathing, Aluminum soffit, and horizontal vinyl siding on all 4 sides. Overall length will be 32' ft. Sidewall height will be 9' ft. Overall square footage will be 832 sq. ft. Roof framing type will be traditional wood truss with a truss/Rafter spacing of 24 inches with a roof pitch of 4/12. Exterior wall framing will be wood with a 2X4 spacing. Roof will be fully shingled. All 4 sides will have horizontal vinyl siding matching the color of the current structure on the property. The construction of the proposed structure will not impede on any city utilities, private utilities, adjacent property lines, railroad property, or cause any obstructions of any kind to any existing structure. Primary and sole use of proposed structure would be for private use and would remain in compliance with the current conditional use permit.



James Crumble
651-340-0255 - Office
651-313-3308 - Cell

6360 and 6370 Concord Blvd. E.
Inver Grove Heights, MN 55076

Lots 1, 2, and 3, together with that part of vacated Wilton Avenue which accrued thereto by reason of the vacation thereof, Block 22, Inver Grove Factory Addition, Dakota County, Minnesota. Subject to easements of record, if any.



- Iron Monument Found
- Iron Monument Set
- Power Pole
- E □ Electric Box
- ⚙ Light Pole
- AC □ Air Conditioner
- EM □ Electric Meter
- GM □ Gas Meter
- ⚓ Hydrant
- GV □ Gate Valve
- CB □ Catch Basin
- 99.0 Existing Elevation
- Overhead Electric
- Underground Gas

Bearings are on an assumed datum.
Elevations are on an assumed datum.

Top Nut Hydrant = 100.0 feet (assumed)
NW corner of Concord Boulevard East
and 63rd Street East.



1440 Arcade St. Suite 250
Saint Paul, MN 55106
Phone: 651-766-0112
Fax: 651-776-0206
E-mail: info@mpasso.com

DATE 11/7/19

DRAWN BY KGD PROJECT NUMBER 5143.001

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Operating Manager Gregory Michael Zinnel for L.W.'s Bierstube at 6434 Cahill Avenue.

Meeting Date: December 9, 2019
 Item Type: Consent
 Prepared by: Michelle Calvert
 Reviewed by: Joe Lynch
 Contact: 651-450-2464

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Approve Operating Manager Gregory Michael Zinnel for L.W.'s Bierstube at 6434 Cahill Avenue.

SUMMARY:

L.W.'s Bierstube is adding Operating Manager Gregory Michael Zinnel for their location at 6434 Cahill Avenue. The applicant paid the appropriate fee and underwent a background check by the Police Department. The Police Department completed their investigation and found nothing to exclude Gregory Michael Zinnel from being named Operating Manager.

Staff recommends approval of Gregory Michael Zinnel as Operating Manager at L.W.'s Bierstube.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

2020 City Council Meeting Schedule

Meeting Date: December 9, 2019
 Item Type: Consent
 Contact: Joe Lynch, 651-450-2511
 Prepared by: Kathy Fischer, Support Specialist
 Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider accepting the 2020 City Council meeting schedule.

SUMMARY

The proposed 2020 calendar reflects holding City Council worksessions on the first Monday of each month and the regular Council meetings on the second and fourth Monday of each month, except there is only one meeting in December. If a Holiday falls on one of these Mondays, the Council meeting will be held on the following Tuesday. The Economic Development Authority meetings are the second Monday of February, May, August and November.

The date for the Commission Recognition/Appreciation Dinner has not yet been set; however, the date for Commission appointments will be Monday, May 18, 2020.

This schedule does not include any other special Council meetings, budget meetings or joint meetings with other Cities. This calendar may be modified as needed; however, Council will be notified of any updated meeting schedule throughout the year. Also attached is the Holiday Schedule for 2020.

Staff recommends Council review and approve the proposed 2020 City Council meeting schedule.

JL/kf

Attachments: 2020 City Council Meeting Schedule
 Holidays for 2020

CITY COUNCIL MEETING SCHEDULE FOR 2020

MEETING TYPE*	DATE
Worksession Meeting	Monday, January 6
Regular Council Meeting	Monday, January 13
Town Hall Meeting (Administration) and Regular Council Meeting	Monday, January 27
Worksession Meeting	Monday, February 3
Economic Development Authority and Regular Council Meeting	Monday, February 10
Town Hall Meeting (Community Development) and Regular Council Meeting	Monday, February 24
Worksession Meeting	Monday, March 2
Regular Council Meeting	Monday, March 9
Town Hall Meeting (Fire) and Regular Council Meeting	Monday, March 23
Worksession Meeting	Monday, April 6
Regular Council Meeting	Monday, April 13
Town Hall Meeting (Parks and Recreation) and Regular Council Meeting	Monday, April 27
Worksession Meeting	Monday May 4
Economic Development Authority and Regular Council Meeting	Monday, May 11
Commission Appointments (7:00 p.m.)	Monday, May 18
Town Hall Meeting (Police) and Regular Council Meeting	Tuesday , May 26
Worksession Meeting	Monday, June 1
Regular Council Meeting	Monday, June 8
Town Hall Meeting (Public Works) and Regular Council Meeting	Monday, June 22
Worksession Meeting	Monday, July 6
Regular Council Meeting	Monday, July 13
Town Hall Meeting (Public Works) and Regular Council Meeting	Monday, July 27
Worksession Meeting	Monday, August 3
Economic Authority Meeting and Regular Council Meeting	Monday, August 10
Town Hall Meeting (Police and Fire) and Regular Council Meeting	Monday, August 24
Worksession Meeting	Tuesday , September 8
Regular Council Meeting	Monday, September 14
Town Hall Meeting (Parks and Recreation) and Regular Council Meeting	Monday, September 28
Worksession Meeting	Monday, October 5
Regular Council Meeting	Monday, October 12
Town Hall Meeting (Administration) and Regular Council Meeting	Monday, October 26
Worksession Meeting	Monday, November 2
Economic Development Authority and Regular Council Meeting	Monday, November 9
Town Hall Meeting (Community Development) and Regular Council Meeting	Monday, November 23
Worksession Meeting	Monday, December 7
Regular Council Meeting	Monday, December 14

*Economic Development Authority Meetings start at 5:00 p.m.

*Worksession/Town Hall Meetings start at 6:00 to 6:50 p.m.

*Regular Council Meetings start at 7:00 p.m.

HOLIDAYS FOR 2020

Wednesday, January 1st	New Year's Day
Monday, January 20th	Martin Luther King, Jr. Day
Monday, February 17th	President's Day
Friday, April 10th	Good Friday (one-half day)
Monday, May 25th	Memorial Day
Friday, July 3rd*	Independence Day
Monday, September 7th	Labor Day
Wednesday, November 11th	Veteran's Day
Thursday, November 26th	Thanksgiving Day
Friday, November 27th	Day After Thanksgiving
Thursday, December 24th	Christmas Eve (one-half day)
Friday, December 25th	Christmas Day
Employee's Choice w/Supervisor Approval	Floating Holiday

*Holidays that fall on Saturday are observed on Friday.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Accepting the 2020 Meeting Schedule for Advisory Commissions/Committees

Meeting Date: December 9, 2019
 Item Type: Consent
 Contact: Joe Lynch, 651-450-2511
 Prepared by: Kathy Fischer, Support Specialist
 Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Accepting the 2020 Meeting Schedule for Advisory Commissions/Committees.

SUMMARY

Section 2-1-6 of the City Code specifies that each commission and task force shall file a schedule of regular meetings with the City Clerk.

Attached are the schedules for the Planning Commission, Environmental Commission, Parks and Recreation Commission and the Housing Committee.

Staff recommends Council review and accept the attached schedule of meetings for 2020. These meeting dates and times will be kept on file with the City Clerk.

JL/kf

Attachments: Commission Schedules

PLANNING COMMISSION MEETING SCHEDULE FOR 2020

The Planning Commission meets regularly on the first and third Tuesdays of the month at 7:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Tuesday, January 7, 2020	7:00 p.m.
Tuesday, January 21, 2020	7:00 p.m.
Tuesday, February 4, 2020	7:00 p.m.
Tuesday, February 18, 2020	7:00 p.m.
Wednesday, March 4, 2020*	7:00 p.m.
Tuesday, March 17, 2020	7:00 p.m.
Tuesday, April 7, 2020	7:00 p.m.
Tuesday, April 21, 2020	7:00 p.m.
Tuesday, May 5, 2020	7:00 p.m.
Tuesday, May 19, 2020	7:00 p.m.
Tuesday, June 2, 2020	7:00 p.m.
Tuesday, June 16, 2020	7:00 p.m.
Tuesday, July 7, 2020	7:00 p.m.
Tuesday, July 21, 2020	7:00 p.m.
Wednesday, August 5, 2020*	7:00 p.m.
Tuesday, August 18, 2020	7:00 p.m.
Tuesday, September 1, 2020	7:00 p.m.
Tuesday, September 15, 2020	7:00 p.m.
Tuesday, October 6, 2020	7:00 p.m.
Tuesday, October 20, 2020	7:00 p.m.
Wednesday, November 4, 2020*	7:00 p.m.
Tuesday, November 17, 2020	7:00 p.m.
Tuesday, December 1, 2020	7:00 p.m.
Tuesday, December 15, 2020	7:00 p.m.

* Normal meeting date changed due to holiday or conflicting event

**The Planning Division reserves the right to cancel a meeting due to lack of agenda items.

Park and Recreation Commission
2020

Monthly Meeting Schedule

Regular meeting 2nd Wednesday of each month at 7:00pm

Wednesday, January 8, 2020

Wednesday, February 12, 2020

Wednesday, March 11, 2020

Wednesday, April 8, 2020

Wednesday, May 13, 2020

Wednesday, June 10, 2020

Wednesday, July 8, 2020

Wednesday, August 12, 2020

Wednesday, September 9, 2020

Wednesday, October 14, 2020

Wednesday, November 18, 2020 *(one week later due to Veterans Day)*

Wednesday, December 9, 2020

ENVIRONMENTAL COMMISSION MEETING SCHEDULE FOR 2020

The Environmental Commission meets as needed on the fourth Thursday of the month at 7:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Thursday, January 23, 2020	7:00 p.m.
Thursday, February 27, 2020	7:00 p.m.
Thursday, March 26, 2020	7:00 p.m.
Thursday, April 23, 2020	7:00 p.m.
Thursday, May 28, 2020	7:00 p.m.
Thursday, June 25, 2020	7:00 p.m.
Thursday, July 23, 2020	7:00 p.m.
Thursday, August 27, 2020	7:00 p.m.
Thursday, September 24, 2020	7:00 p.m.
Thursday, October 22, 2020	7:00 p.m.
Thursday, November 19, 2020*	7:00 p.m.
Thursday, December 17, 2020*	7:00 p.m.

* Date changed from regularly scheduled Thursday due to a holiday

** The Planning Division reserves the right to cancel a meeting due to lack of agenda items

HOUSING COMMITTEE SCHEDULE FOR 2020

Tuesday, January 28 at 5:00 p.m.

Tuesday, March 24 at 5:00 p.m.

Tuesday, May 26 at 5:00 p.m.

Tuesday, September 22 at 5:00 p.m.

Tuesday, November 24 at 5:00 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

DAKOTA COUNTY TRAFFIC SAFETY PROJECT

Meeting Date: December 9, 2019
 Item Type: Consent
 Prepared by: Joshua Otis, Commander
 Contact: 651-450-2528
 Reviewed by: Melissa Chiodo, Police Chief

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Review the revised 2020-2030 Joint Powers Agreement for the Dakota County Traffic Safety Project. Adopt resolution relating to the City of Inver Grove Heights continued participation in the Dakota County Traffic Safety Project and authorize the Mayor and Interim Deputy City Clerk to execute the document on behalf of the City of Inver Grove Heights.

SUMMARY

The City of Inver Grove Heights previously on November 12, 2019, through a resolution, partnered with the following jurisdictions to coordinate a local (countywide) enforcement of traffic safety laws for the years of 2020-2030.

- City of Apple Valley
- City of Burnsville
- City of Eagan
- City of Farmington
- City of Hastings
- City of Lakeville
- City of Mendota Heights
- City of Rosemount
- City of South St. Paul
- City of West St. Paul
- County of Dakota

There were some revisions to the previously approved 2020-2030 Joint Powers Agreement for the Dakota County Traffic Safety Project.

The revisions to the 2020-2030 Joint Powers Agreement for the Dakota County Traffic Safety Project have been underlined and italicized as outlined below;

1. Section 3; Fiscal Agent: The Fiscal Agent shall account for all funds received pursuant to this Agreement according to generally accepted accounting principles and reports on receipts and disbursements shall be *forwarded to the parties on at least a quarterly basis. As provided in prior traffic safety task force JPAs, the Fiscal Agent position will be held by an agency for 2 calendar years before rotating to the next agency in alphabetical order.*

The Fiscal Agent for each of the following calendar years *during the term of this JPA* shall be:

2. Section 5; Recommendation of Traffic Safety Projects: The decision to assign peace officers to work on any particular Traffic Safety Project remains within the discretion of the chief of police of each city that is a party to this agreement and of the Dakota County Sheriff, *and the decision to conduct a Traffic Safety Project within a participating jurisdiction remains with the Sheriff or Chief of the jurisdiction in which the Project is conducted.*
3. Section 6; Exercise of Police Power: A peace officer who has been *approved and assigned to participate in a Traffic Safety Project* located outside of the officer's jurisdiction has the full

and complete authority of a peace officer as though appointed by the agency or agencies within whose jurisdiction the Traffic Safety Project is located.

4. Section 18; Effect of Termination: Termination shall not discharge any liability incurred by the parties during the term of this Agreement. Upon termination and after payment of all outstanding obligations, property or surplus money held by the parties shall then be distributed to the parties on the pro rata basis provided under Paragraph 3 of this Agreement.
5. Section 21; Government Data Practices: Each party to this Agreement must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the party under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by any party.
6. Section 22; Assignment: A party to this Agreement may not assign or transfer any rights or obligations under this Agreement.

ATTACHMENTS

1. 2020-2030 Joint Powers Agreement for the Dakota County Traffic Safety Project
2. Resolution

**MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS**

1. Purpose. The purpose of this agreement is to provide for the joint exercise of the parties' law enforcement powers pursuant to Minn. Stat. § 471.59, so that the parties may furnish assistance to and coordinate with each other in the enforcement of traffic laws within Dakota County in the conduct of Traffic Safety Projects. It is not the purpose of this agreement to provide for or address in any way requests by one party of another party for any other law enforcement services, including ordinary patrol services.
2. Parties. The parties to this Agreement shall consist of the following units of government that have signed this agreement:

City of Apple Valley	City of Hastings	City of Rosemount
City of Burnsville	City of Inver Grove Heights	City of South St. Paul
City of Eagan	City of Lakeville	City of West St. Paul
City of Farmington	City of Mendota Heights	County of Dakota

3. Fiscal Agent. The Fiscal Agent, acting on behalf of the parties, shall apply for funding from the State of Minnesota to support coordinated local enforcement of traffic safety laws. To the extent that such grant funds are obtained and may be expended for peace officer overtime compensation, the parties shall be entitled on a pro rata basis to reimbursement of overtime compensation paid to the parties' peace officers who have participated in Traffic Safety Projects pursuant to this Agreement. The Fiscal Agent shall account for all funds received pursuant to this Agreement according to generally accepted accounting principles and reports on receipts and disbursements shall be forwarded to the parties on at least a quarterly basis. As provided in prior traffic safety task force JPAs, the Fiscal Agent position will be held by an agency for 2 calendar years before rotating to the next agency in alphabetical order.

The Fiscal Agent for each of the following calendar years during the term of this JPA shall be:

2020- Mendota Heights (covered 2019 under previous JPA)

2021-2022- City of Rosemount

2023-2024- City of South St Paul

2025-2026- City of West St Paul

2027-2028- City of Apple Valley

2029-2030- City of Burnsville

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

4. Traffic Safety Projects. The parties will carry out the purpose of this agreement by jointly participating in Traffic Safety Projects to which the parties will assign peace officers. Traffic Safety Projects means targeted geographic areas during specified periods of time on specific dates in which and during which the parties will assign peace officers to work together to enforce traffic safety laws. Assignment of peace officers to work on Traffic Safety Projects will remain in the sole discretion of the chief law enforcement officer of each party. The decision of a party to decline participation in any Traffic Safety Project is without liability to any party.
5. Recommendation of Traffic Safety Projects. Peace officers from the parties will meet on an ad hoc basis as the Dakota County Traffic Safety Group to identify and recommend Traffic Safety Projects to the Chiefs of Police and Dakota County Sheriff. The Dakota County Traffic Safety Group shall identify Traffic Safety projects utilizing data which identifies areas where Traffic Safety Projects likely would have a substantial effect upon public safety within Dakota County. The decision to assign peace officers to work on any particular Traffic Safety Project remains within the discretion of the chief of police of each city that is a party to this agreement and of the Dakota County Sheriff, and the decision to conduct a Traffic Safety Project within a participating jurisdiction remains with the Sheriff or Chief of the jurisdiction in which the Project is conducted.
6. Exercise of Police Power. A peace officer who has been approved and assigned to participate in a Traffic Safety Project located outside of the officer's jurisdiction has the full and complete authority of a peace officer as though appointed by the agency or agencies within whose jurisdiction the Traffic Safety Project is located.
7. Compensation. A peace officer who has been assigned by his/her appointing agency to participate in a Traffic Safety Project pursuant to this Agreement shall be compensated by his/her appointing agency just as if the officer were performing duties within and for jurisdiction of the officer's appointing agency.
8. Workers' Compensation. Each party to this agreement shall be responsible for injuries to or the death of its own personnel. Each party shall maintain workers' compensation coverage or self-insurance coverage covering its own personnel while they are participating in any Traffic Safety Project pursuant to this Agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employee or volunteers.
9. Liability. Each party shall fully indemnify and hold harmless the other parties against all claims, losses, damages, liability, suits, judgments, costs and expenses incurred by reason of the action or inaction of its employees assigned to participate in any Traffic Safety Project pursuant to this Agreement. This agreement to indemnify and hold harmless does not constitute a waiver by any party of the limitations on liability provided by Minn. Stat. Ch. 466.
10. Direction and Control. Peace officers assigned by their appointing agency to participate in Traffic Safety Projects pursuant to this Agreement shall remain under the direction and control of their chief law enforcement officer.

**MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS**

11. Recall of Peace Officers. The appointing agency of a party may at any time and in the agency's sole judgment and without liability to any party recall a peace officer assigned to participate in a Traffic Safety Project pursuant to this Agreement.
12. Damage to Equipment. Each party shall be responsible for damage to or loss of its own equipment that occurs in connection with participation in any Traffic Safety Project pursuant to this Agreement. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees or volunteers.
13. Compensation for Equipment and Supplies. When a party assigns peace officers to work in any Traffic Safety Projects pursuant to this Agreement, that party shall provide all fuel and other materials and services for its peace officers who have been so assigned.
14. Effective Date. This Agreement shall be effective when all parties have signed the Agreement. All parties need not sign the same copy of the Agreement. Signed Agreements shall be filed with the City of Mendota Heights, who shall notify all parties of the effective date.
15. Withdrawal. Any party may withdraw from this Agreement upon thirty (30) days' written notice to the Fiscal Agent. The Fiscal Agent will notify the other parties to this Agreement Withdrawal shall not act to discharge any liability incurred by any party prior to withdrawal.
16. Notice. Notices required by Paragraph 15 of this Agreement or other correspondence related to this Agreement shall be provided by first class mail to the following:

Apple Valley Chief of Police
7100 147th Street west
Apple valley, MN 55124

Lakeville Chief of Police
9237 183rd Street
Lakeville, MN 55044

Burnsville Chief of Police
100 Civic Center Parkway
Burnsville, MN 55337-3817

Mendota Heights Chief of Police
1101 Victoria Curve
Mendota Heights, MN 55118

Eagan Chief of Police
3830 Pilot Knob Road
Eagan, MN 55122

Rosemount Chief of Police
2875 145th Street West
Rosemount, MN 55068

Farmington Chief of Police
19500 Municipal Dr.
Farmington, MN 55024

South St Paul Chief of Police
125 3rd Avenue North
South St. Paul, MN 55075

Hastings Chief of Police
150 3rd Street East
Hastings, MN 55033

West St. Paul Chief of Police
1616 Humboldt Avenue
West St. Paul, MN 55118

Inver Grove Heights
Chief of Police
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Dakota County Sheriff
Law Enforcement Center
1580 Highway 55
Hastings, MN 55033

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

17. Termination. This Agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction or (b) when a majority of remaining parties agrees to terminate the Agreement upon a date certain or (c) December 31, 2030.
18. Effect of Termination. Termination shall not discharge any liability incurred by the parties during the term of this Agreement. Upon termination and after payment of all outstanding obligations, property or surplus money held by the parties shall then be distributed to the parties on the pro rata basis provided under Paragraph 3 of this Agreement.
19. Amendments. This Agreement may be amended only in writing and upon the consent of each of the parties' governing body.
20. Records, Accounts and Reports. The books and records of the parties shall be subject to the provisions of Minn. Stat. Ch. 13.
21. Government Data Practices. Each party to this Agreement must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the party under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by any party.
22. Assignment. A party to this Agreement may not assign or transfer any rights or obligations under this Agreement.
23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the City of Mendota Heights.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

COUNTY OF DAKOTA

Approved as to form:

Assistant County Attorney Date

Tim Leslie _____
Dakota County Sheriff
Date _____

Dakota County Contract # _____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF APPLE VALLEY

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF APPLE VALLEY

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print

name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF BURNSVILLE

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF BURNSVILLE

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print

name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF EAGAN

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF EAGAN

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print

name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF FARMINGTON

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF FARMINGTON

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print

name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF HASTINGS

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF HASTINGS

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print

name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF INVER GROVE HEIGHTS

Name, Title, Address and Phone Number of City's Authorized Representative:

Chief of Police

8150 Barbara Ave

Inver Grove Heights, MN 55077

651-450-2525

Name, Title, Address and Phone Number of City's Liaison:

Sergeant (Assigned to Traffic Safety Group)

8150 Barbara Ave

Inver Grove Heights, MN 55077

651-450-2525

CITY OF INVER GROVE HEIGHTS

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print

name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF LAKEVILLE

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF LAKEVILLE

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print

name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF MENDOTA HEIGHTS

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF MENDOTA HEIGHTS

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print

name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF ROSEMOUNT

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF ROSEMOUNT

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print

name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF SOUTH ST PAUL

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF SOUTH ST PAUL

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print

name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF WEST ST PAUL

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF WEST ST PAUL

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print

name] Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

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

RESOLUTION NO. ____

**RESOLUTION RELATING TO THE CITY OF INVER GROVE HEIGHTS
PARTICIPATING IN THE DAKOTA COUNTY TRAFFIC SAFETY PROJECT**

WHEREAS, on or about November 12, 2019, the City of Inver Grove Heights continued via a joint powers agreement for the Fiscal years starting 1-1-2020 through 12-31-2030 to participate in coordinated efforts as a member of the Dakota County Traffic Safety Project joint powers entity so that the parties may furnish assistance to and coordinate with each other in the enforcement of traffic laws within or adjacent to the boundaries of Dakota County in the conduct of Traffic Safety Projects; and

WHEREAS, the City of Inver Grove Heights, a governmental unit of the State of Minnesota, through its duly elected governing body, has adopted a resolution approving the Agreement and authorizing its MAYOR to execute the same; and

WHEREAS, the Agreement provides that any amendments to the Agreement can be made and must be executed by all of the parties.

NOW, THEREFORE, in consideration of the amendments contained herein, the Parties agree as follows:

1. Section 3; Fiscal Agent: The Fiscal Agent shall account for all funds received pursuant to this Agreement according to generally accepted accounting principles and reports on receipts and disbursements shall be forwarded to the parties on at least a quarterly basis. As provided in prior traffic safety task force JPAs, the Fiscal Agent position will be held by an agency for 2 calendar years before rotating to the next agency in alphabetical order.

The Fiscal Agent for each of the following calendar years during the term of this JPA shall be:

2. Section 5; Recommendation of Traffic Safety Projects: The decision to assign peace officers to work on any particular Traffic Safety Project remains within the discretion of the chief of police of each city that is a party to this agreement and of the Dakota County Sheriff, and the decision to conduct a Traffic Safety Project within a participating jurisdiction remains with the Sheriff or Chief of the jurisdiction in which the Project is conducted.
3. Section 6; Exercise of Police Power: A peace officer who has been approved and assigned to participate in a Traffic Safety Project located outside of the officer's jurisdiction has the full and complete authority of a peace officer as though appointed by the agency or agencies within whose jurisdiction the Traffic Safety Project is located.
4. Section 18; Effect of Termination: Termination shall not discharge any liability incurred by the parties during the term of this Agreement. Upon termination and after payment of all outstanding obligations, property or surplus money held by the parties shall then be distributed to the parties on the pro rata basis provided under Paragraph 3 of this Agreement.
5. Section 21; Government Data Practices: Each party to this Agreement must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the party under this Agreement. The civil remedies of Minnesota Statutes

§ 13.08 apply to the release of the data referred to in this clause by any party.

6. Section 22; Assignment: A party to this Agreement may not assign or transfer any rights or obligations under this Agreement.

In Witness Whereof, the parties have executed this Amendment to the Agreement on the dates indicated below.

Adopted by the City Council of the City of Inver Grove Heights this 9 day of December 2019.

George Tourville, Mayor

ATTEST:

Interim Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: December 9, 2019
 Item Type: Consent
 Contact: Janet Shefchik
 Prepared by: Janet Shefchik
 Reviewed by: Joe Lynch

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Approve Job Descriptions for the Administrative Support Specialist and Human Resources Coordinator positions for the Administration Department.

SUMMARY

As discussed during the November 12 Council meeting and requested by Council at the December 2, 2019 Work Session, please find the job descriptions for the Administrative Support Specialist (1.0 FTE) and Human Resources Coordinator (.6 FTE) positions for the Administration Department. These job descriptions replace those of existing Administrative Department positions and correspond to the number of full-time equivalents proposed for 2020.

These position descriptions have been created and evaluated in accordance with Personnel Policy 1-6A-10: Position Classification Plan and compliance with the MN Pay Equity Act. The resulting placement within the City's Compensation Plan for the Human Resources Coordinator position is Grade 15 and for the Administrative Support Specialist is Grade 12.



CITY OF INVER GROVE HEIGHTS

JOB DESCRIPTION

Job Title: Administrative Support Specialist

Revision Date:

Last Classification Review:

Exempt Status: Non-Exempt

Department: Administration

Reports To: City Administrator

Job Summary:

Under the direction of the City Administrator, the Administrative Support Specialist's primary duty is to provide general administrative support for the City Administrator and others as assigned and to assist with citywide and Administration Department operations. The position's secondary duty will be to assist the City Clerk with Elections, and Licensing.

Supervisory Responsibilities:

Direct Supervision: None

Indirect Supervision: None

Provides administrative support functions and activities for the City Administrator to include:

- Drafts and prepares correspondence, reports, presentations, emails, Council Action forms, or other materials for the City Administrator.
- Assists with meeting scheduling and makes arrangements as necessary for successful meetings (e.g. reserve space, make copies, order refreshments)
- Sorts and distributes department mail; code and submit departmental invoices for payment as assigned.
- Provides customer service for the Administration department and addresses routine inquiries.
- Responds to general City email service requests that are directed to the Administration Department.
- Orders department supplies and equipment as assigned; orders business cards and coordinates citywide purchases as assigned.
- Provides administrative support to committees or other departments as assigned.

Assists with Special Events:

- Assists with the planning, preparation and coordination of special events as assigned, such as Business/Town Hall Meetings, Commissioner Appreciation Dinners, Employee Recognition functions, etc.

Provides Records Retention/Management and Data Practices Assistance:

- Assists in the organization and maintenance of electronic data records systems such as document imaging.
- Updates and maintains departmental files, records, databases, and filing systems.
- Assists in ensuring adherence to the City's records retention schedule.
- Assists in researching and responding to Data Practices Requests.

Provides Elections assistance:

- Assists the City Clerk with election operations including preparing supplies, voting spaces and equipment; assisting with paperwork, the coordination of training, and notifications for election staff and volunteers.
- Assists with the oversight of elections staff and processes to ensure successful and accurate voting processes, including early and absentee voting, election day, and other special elections.
- Assists the City Clerk with Commissioner Appointment Process, including notifying residents, accepting applications, and coordinating the Council appointment meeting.

Provides Licensing assistance:

- Assists with licensing intake; helps residents and business owners in completing the application process(es).
- Assists with the licensing processing including initiating background checks, publications and inclusion in the Council agenda for approval.

Provides Back-up for City Clerk duties:

- May attend Council meetings in the absence of the City Clerk.
- May assist with the preparation and dissemination of the Council Agenda.

Performs other duties to assist the City Administrator and the Administration department as assigned.

Minimum Qualifications:

Requires 3 years' related experience, preferably in city government, or closely related experience; or an Associate's degree and 1 year of related experience, and/or an equivalent combination of education and experience. Requires a valid MN driver's license.

Essential Knowledge And Specialized Subject Knowledge Required To Perform The Essential Functions Of The Job:

- General knowledge of office and administrative procedures and operational requirements.
- Fundamentals of office organization, records retention and records management principles and practices.
- Data privacy, election procedures and guidelines.
- Various systems, programs and general business software (i.e. word processing and spreadsheet programs).
- General knowledge of local election processes and MN election laws.
- General knowledge of business and other licensing processes and related City codes.
- Ability to establish and maintain effective working relationships with employees, department heads, supervisors, managers, elected officials and the public.

Essential Skills Necessary To Perform The Work:

- Customer service and human relation skills in assisting, screening, handling and dealing with informational requests of both City staff and the public.
- Using, applying, and performing word processing, database maintenance, web maintenance, spreadsheet creation and use of presentational, graphic programs or other office productivity software.
- Supporting and performing various activities in implementing election activities.
- Organizing, making arrangements for and carrying out departmental projects, coordinating events and activities with minimal direction in accordance with established management, departmental operations, and work methods.
- Time management and prioritizing work activities and special projects.
- Compilation, editing and coordination of, City reports, business cards or other printing assignments.
- Applying judgment, discretion and initiative in addressing job functions in accordance with policies, procedures and rules of the City and administrator directives.

Work Environment:

Works in a public service environment. Will deal with clients, city personnel, elected officials, and public requiring judgment and discretion when dealing with the public matters that can involve some disagreeable human interactions.

Physical Job Requirements:

Employee is required to continuously talk and hear; occasionally standing and walking; frequent sitting, reaching with hands and arms, and uses hands/fingers dexterously. Exerting up to 25 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Department Head's Signature

Date

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment of the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The City is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



CITY OF INVER GROVE HEIGHTS

JOB DESCRIPTION

Job Title: Human Resources Coordinator

Revision Date:

Last Classification Review:

Exempt Status: Non-Exempt (Non-union)

Department: Administration

Reports To: Human Resources Manager

Job Summary:

Under the direction of the Human Resources Manager, the Human Resources Coordinator provides support and assistance to the Human Resources Manager and department heads. Duties include providing support and assistance to the Human Resources Manager in benefit processing, assisting in open enrollment and wellness activities; updating status changes, posting and coordinating hire, rehire, promotional, termination and retirement paperwork.

Supervisory Responsibilities:

Direct Supervision: None

Indirect Supervision: None

Essential Duties and Responsibilities:

Serves in the capacity of a human resources professional within the Human Resources Department. Performs such representative tasks as:

- Coordinates job postings, and processes employment paperwork including, State new-hire reporting, physicals, criminal history and background checks, interview scheduling and interview materials, offer letters, and applicant notifications (e.g. rejection letters or emails).
- Works as a first line of contact with departments to streamline hiring processes, provides up-to-date forms, information, and related training to hiring managers and supervisors. Provides consultation and advice to managers and supervisors regarding H.R. processes.
- Prepares new-hire packets and conducts orientations as assigned.
- Processes benefits paperwork, employment status changes, annual and step wage changes, terminations and the preparation of Council Action Forms. Processes workers' compensation claims, FMLA, OSHA, and ADA paperwork, and assists in open enrollment activities. Answers employee questions concerning benefit questions or assistance.
- Assists in administration and tracking of H.R. systems including Neogov, Percipio, H.R. Connection, and payroll tracking for employee increases.
- Assists the Human Resources Manager in the implementation of the Performance Evaluation/Management systems and tracking to ensure the timely submission of evaluations and related payroll changes.
- Assists the Human Resource Manager in the development and coordination of educational opportunities for City staff, such as the I.G.H. University, Percipio on-line training software and licensing.
- Assists the Human Resources Manager with special initiatives such as improving the Organizational Culture, employee conduct, Employee Recognition, Flu Clinic and the Wellness Committee.
- Assists in various HR projects including the completion of wage surveys, Pay Equity reporting, reclassification requests, updating policies and procedures, or other projects, as assigned.
- Researches, analyzes, recommends, and leads the implementation of various H.R. programs, processes and procedures, as assigned.
- Participates in collective bargaining negotiations. Attends and participates in negotiation meetings, prepares bargaining documents, and assists in the interpretation and application of contracts and HR policies and procedures.

Minimum Qualifications:

Requires a minimum of a Bachelor's Degree in Human Resources, Business Management, Public Administration, or closely related area and at least 3 years of progressively responsible experience in human resources, city government, or closely related experience; and/or an equivalent combination of education and experience. Requires a general knowledge of Human Resources policies, practices, and laws. Requires a valid driver's license in the State of MN.

Essential Knowledge And Specialized Subject Knowledge Required To Perform The Essential Functions Of The Job:

- Basic understanding of human resources functions, programs and activities, and rules, laws and regulations pertaining to assigned HR duties and responsibilities.
- Knowledge of bargaining agreement terms and conditions pertaining to salaries, benefits, or other provisions related to job assignments.
- General office and general administrative procedures and operational requirements.
- City administrative and operational policies and procedures.
- Fundamentals of office organization, bookkeeping, records retention and records management principles and practices, and Data privacy laws especially as related to employee records.
- HRIS systems, programs and general business software (i.e. word processing and spreadsheet programs).
- Establishing and maintaining effective working relationships with employees, department heads, supervisors, managers, officials and the public.

Essential Skills Necessary To Perform The Work:

- Customer service and human relation skills in assisting, screening, handling and dealing with informational requests of both City staff and the public.
- Implementing recruitment, pre-hiring and selection activities for full-time, temporary, seasonal and part-time City positions.
- Using, applying, and performing word processing, database maintenance, web maintenance, spreadsheet creation and use of presentational, graphic programs or other office productivity software.
- Ability to remain calm; deescalate; mediate; assess and apply fairness, equity, and inclusion techniques.
- Interpretation of work agreements and benefit provisions pertaining to employee leaves, ADA, wage provisions, or benefit provisions.
- Time management and prioritizing work activities and special projects.
- Applying judgment, discretion and initiative in addressing job functions in accordance with policies, procedures and rules of the City.

Work Environment:

Works in a public service environment. Will deal with clients, city personnel, elected officials, and public requiring judgment and discretion when dealing with the public matters that can involve some disagreeable human interactions.

Physical Job Requirements:

Employee is required to continuously talk and hear; occasionally standing and walking; frequent sitting, reaching with hands and arms, and uses hands/fingers dexterously. Exerting up to 25 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Department Head's Signature

Date

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment of the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The City is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: December 9, 2019
 Item Type: Consent Agenda
 Contact &
 Reviewed by: Janet Shefchik, HR Manager
 Prepared by: Cora Bauer

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Staff requests that Council confirm and approve the personnel actions listed below:

Full-Time Employment:

Chelsea Swiggum, Recreation Coordinator

Temp/Seasonal Parks/Recreation/VMCC:

Allison Caswell, Guest Services
 Brittany Schultz, Lifeguard
 Carrie Kruse, Guest Services
 Greta Nygaard, Lifeguard
 Keegan Puariea, Lifeguard
 Nicole Martchev, Lifeguard
 Will McDonald, Lifeguard

Voluntary Resignations and/or Terminations:

Kate Kahlert, Guest Services
 Thomas Thury Jr, Lifeguard

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing to Consider Resolution Ordering Project, Accepting Addendum No. 1 to the Feasibility Report, and Authorizing Preparation of Plans and Specifications for the 2020 Pavement Management Program, City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail)

Meeting Date: December 9, 2019
 Item Type: Public Hearing
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Jacob Moser, Civil Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SA

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Fund, Franchise Fee Funds, Sewer Fund, Water Fund, Special Assessments, Dakota County Funding

PURPOSE/ACTION REQUESTED

Public Hearing to consider a resolution ordering project, accepting Addendum No. 1 to the Feasibility Report, and authorizing preparation of plans and specifications for the 2020 Pavement Management Program, City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail).

SUMMARY

On April 8, 2019, the City Council ordered a feasibility study. On November 12, 2019, the City Council received the Feasibility Report and scheduled a public hearing for City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail). The Feasibility Report recommends a mill and overlay on Cahill Avenue from Concord Boulevard to Inver Grove Trail, all of Cafferty Court, and about 400-feet of Old Concord Boulevard.

The total estimated project cost is \$586,183 with \$254,944 in estimated assessments for street and storm water improvements (43% of the total project costs utilizing capped assessment values), for City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail). Addendum No. 1 is for additional pedestrian ramp reconstruction for the Mississippi River Greenway (MRG) trail in the estimated amount of \$105,296. Addendum No. 1 is contingent on Dakota County agreeing to fund the additional work. A multi-faceted funding package has been prepared in the feasibility report which includes the pavement management fund, franchise fee funds, sewer and water funds, and special assessments.

A preliminary assessment roll has been prepared per City policy. The per-policy assessment amount for a non-single-family parcel is \$46.43/front foot for street and storm water facility improvements. The independent appraiser's special benefit analysis recommended an assessment cap of \$1.00/square-foot of non-single-family parcel for street and storm water improvements. The proposed assessments are the lower amount between the per policy and assessment cap.

City Project No. 2019-09C
December 9, 2019 Council Meeting

Addendum No. 1 to the Feasibility Report

Addendum No. 1 to the Feasibility Report is for additional pedestrian ramp reconstruction for the MRG trail in the estimated amount of \$105,296 to City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail). The Addendum is contingent on Dakota County agreeing to fund the additional work. None of the potential additional costs associated with Addendum No. 1 will be assessed to property owners or funded by the Pavement Management Fund.

Full-width Mill and Overlay

A full-width mill and overlay is proposed for the project street sections that show more severe surface distresses and sections where existing curbed medians restrict increasing bituminous thickness. The full-width mill and overlay completely removes and re-paves the 2-inch bituminous wear course.

Edge-Mill and Overlay

An edge-mill and overlay is proposed for project street sections that can benefit from a thicker bituminous pavement section and accommodate raised crown. The edge-mill process only removes an 8-foot wide strip of existing wear course bituminous along the curb. A 2-inch depth, full-width bituminous overlay is paved on top. The new pavement surface will match the existing curb and increase the total bituminous thickness at the center of the street.

Spot Curb Replacement

Curb is proposed to be replaced only as needed to repair structural deficiencies, structure casting adjustments, and pedestrian ramp replacement.

Public Input

Staff held an open house meeting at City Hall on October 30, 2019, with affected property owners to present preliminary feasibility findings and the preliminary proposed assessments. One resident representing one single family property attended. The feedback from the informational meeting was incorporated into the feasibility report. Below are unique items addressed (*staff responses in parenthesis and italicized*):

- Why overlay the section of Cahill Avenue from Old Concord Boulevard to Inver Grove Trail?
A mill and overlay will improve surface the condition and prevent pre-mature deterioration. The section will be strengthened from an edge mill and 2-inch full-width overlay. The existing pavement section was not constructed to the current collector street pavement section. The construction of Cahill Avenue from Old Concord to Inver Grove Trail was completed in Fall of 2007 as part of City Project No. 2005-22 – Cahill South Sanitary Lift Station.
- Why not include the section of Old Concord, that was also reconstructed in 2007?
The approximately 400-feet section of Old Concord should be considered for overlay with the adjacent Cahill Avenue project. The section of Old Concord was added to the feasibility report and cost estimate.

I recommend approving the resolution accepting Addendum No. 1 to the Feasibility Report, ordering project, and authorizing preparation of plans and specifications for the 2020 Pavement Management Program, City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail).

JDM/jdm

Attachments: Resolution
Map
Preliminary Assessment Roll
Addendum No. 1 to the Feasibility Report

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

**PUBLIC HEARING TO CONSIDER RESOLUTION ORDERING PROJECT, ACCEPTING
ADDENDUM NO. 1 TO THE FEASIBILITY REPORT, AND AUTHORIZING PREPARATION OF
PLANS AND SPECIFICATIONS FOR THE 2019 PAVEMENT MANAGEMENT PROGRAM, CITY
PROJECT NO. 2019-09C – CAHILL AVENUE MILL AND OVERLAY (CONCORD BOULEVARD
TO INVER GROVE TRAIL)**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on November 12, 2019 called for a public hearing on the proposed improvement project, 2020 Pavement Management Program, City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail); and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on December 9, 2019, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

WHEREAS, Addendum No. 1 to the Feasibility Report dated December 9, 2019 has been prepared to include the option for additional pedestrian ramp reconstruction for the Mississippi River Greenway (MRG) trail with City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail); and

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

1. Addendum No. 1 to the Feasibility Report dated December 9, 2019 for City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail) is hereby accepted.
2. Such improvement is necessary, cost-effective and feasible as outlined in the Feasibility Report.
3. Such improvement is hereby ordered as proposed in this Council resolution adopted December 9, 2019 for City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail).
4. The reconstruction of the additional pedestrian ramps for the MRG trail (Addendum No. 1 to the Feasibility Report) is contingent on execution of an agreement with Dakota County for funding the additional costs.
5. Project contract documents (plans and specifications) are authorized to be prepared by City Staff.
6. City Engineer and City Attorney are authorized to commence land acquisition services, acquire necessary easements and agreements, and retain an independent appraiser for the project.
7. The contract for these improvements shall be let no later than two years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9th day of December 2019.

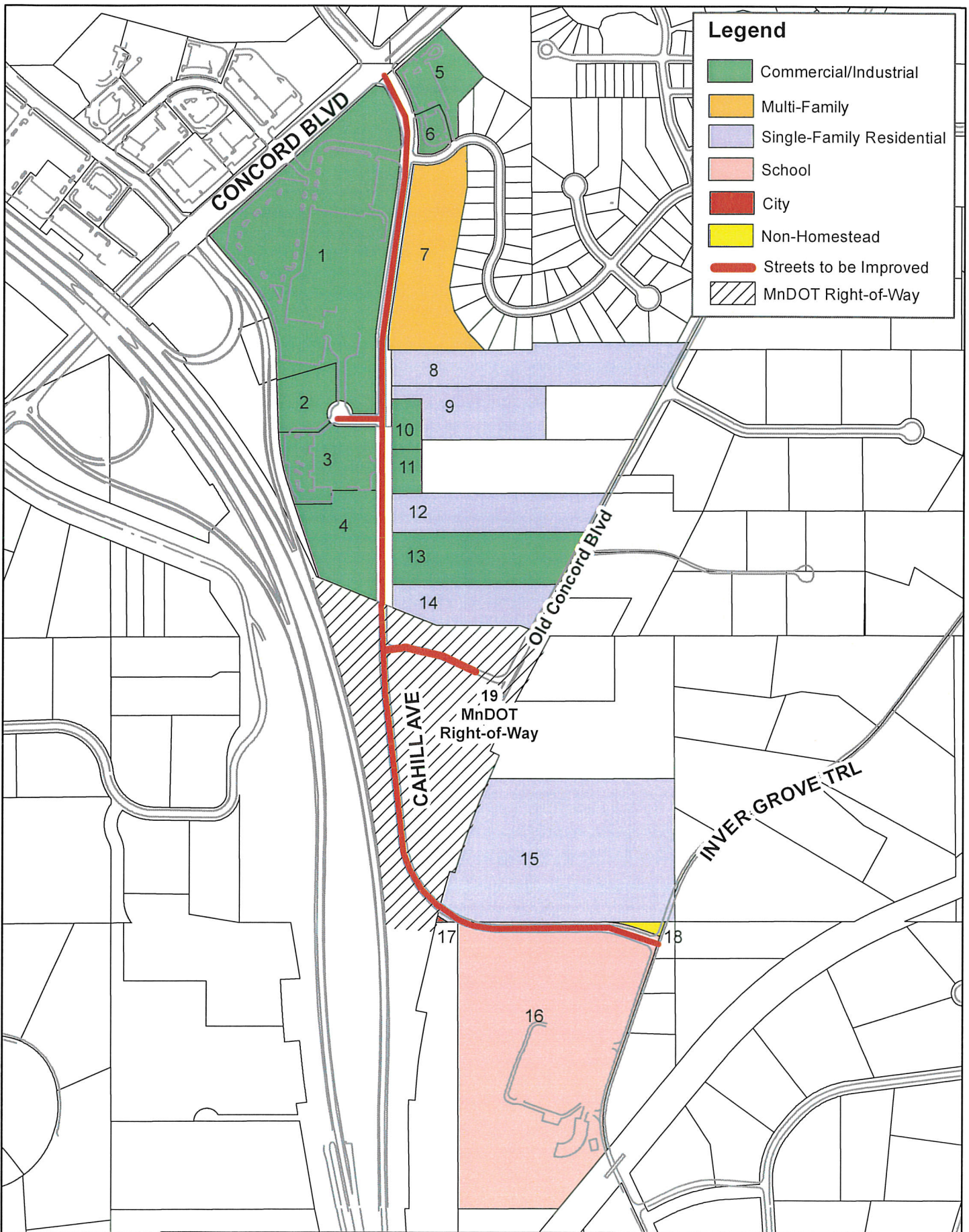
AYES:

NAYS:

ATTEST

George Tourville, Mayor

Joe Lynch, Interim Deputy Clerk



11/4/19

City Project No. 2019-09C
 Mill and Overlay - Cahill Avenue
 (Concord Blvd. to Inver Grove Trl.)
 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. 2019-09C - CAHILL MILL AND OVERLAY
(CONCORD BLVD. TO INVER GROVE TRL)**

PRELIMINARY ASSESSMENT ROLL

PID NO.	MAP NO.	PROPERTY TYPE	NAME	HOUSE NO.	STREET NAME	PER POLICY ASSESSMENT	ESTIMATED BENEFIT CAP	PROPOSED ASSESSMENT
201190001010	1	COMM	WAL-MART STORES INC	9165	CAHILL AVE	\$76,294.44	\$731,364.84	\$76,294.44
201190000010	2	COMM	WAL-MART STORES INC			\$5,555.47	\$70,783.66	\$5,555.47
201190101010	3	COMM	9273 CAHILL AVE LLC	9273	CAFFERTY CT	\$17,419.97	\$134,449.83	\$17,419.97
201100001010	4	INDUSTRIAL	HALLBLADE PROPERTIES LLC	9485	CAHILL AVE	\$23,727.15	\$137,039.82	\$23,727.15
201831001010	5	COMM	CONCORD CROSSROADS 2004 LLC	9008--72	CAHILL	\$10,231.53	\$98,411.50	\$10,231.53
201831001020	6	COMM	RIVER COUNTRY COOPERATIVE	9072	CAHILL AVE	\$8,327.39	\$27,697.18	\$8,327.39
201177601010	7	MFR	DAKOTA COUNTY CDA	9170	CAHILL AVE	\$38,429.06	\$248,321.79	\$38,429.06
200220027010	8	SFR	RONALD & SUE ANN MIKLYA	9253	OLD CONCORD BLVD	\$0.00	\$4,000.00	\$0.00
206777501010	9	SFR	CHRIS SHORT	9295	OLD CONCORD BLVD	\$0.00	\$4,000.00	\$0.00
206777501020	10	COMM	SHORT PROPERTIES LLC	9332	CAHILL AVE	\$10,793.81	\$32,400.20	\$10,793.81
206777500010	11	COMM	CHRIS SHORT			\$9,451.49	\$28,285.45	\$9,451.49
200220027030	12	SFR	MICHAEL E CASSIDY	9395	OLD CONCORD BLVD	\$0.00	\$4,000.00	\$0.00
200220027040	13	COMM	MICHAEL E CASSIDY	9431	OLD CONCORD BLVD	\$11,143.43	\$202,589.04	\$11,143.43
200220027070	14	SFR	MICHAEL E CASSIDY	9475	OLD CONCORD BLVD	\$0.00	\$130,373.11	\$0.00
200220054011	15	SFR	NATIONSTAR MORTGAGE LLC	9697	INVER GROVE TRL	\$0.00	\$0.00	\$0.00
200220055011	16	SCHOOL	INDEPENDENT SCHOOL DIST 199	9875	INVER GROVE TRL	\$40,953.04	\$980,467.86	\$40,953.04
200220054012	17	CITY	CITY OF INVER GROVE HEIGHTS			\$2,617.31	\$806.41	\$2,617.31
200220055012	18	NON-HOMESTEAD	SUSAN LORENTZ			\$0.00	\$7,457.63	\$0.00
ROW	19	STATE	MnDOT			\$170,680.24	N/A	\$0.00
						\$425,624.34		\$254,944.10

ADDENDUM NO. 1 to the 11/12/19 FEASIBILITY REPORT

2020 PAVEMENT MANAGEMENT PROGRAM INVER GROVE HEIGHTS, MINNESOTA

PROJECT NO. 2019-09C CAHILL AVENUE MILL AND OVERLAY (CONCORD BOULEVARD TO INVER GROVE TRAIL) MILL AND OVERLAY

DECEMBER 9, 2019

Addendum No. 1 to the Feasibility Report is for the option to add additional pedestrian ramp reconstruction to City Project No. 2019-09C – Cahill Avenue Mill and Overlay (Concord Boulevard to Inver Grove Trail). Funding from Dakota County by agreement will be required to award the additional ramp reconstruction work.

ISSUES:

There are seven additional pedestrian ramps on Cahill Avenue that need reconstruction for compliance with the City policy described in the City of Inver Grove Heights Americans with Disabilities Act (ADA) Transition Plan for Transportation Infrastructure dated April 2017. The pedestrian ramps are for access to the Dakota County Mississippi River Greenway (MRG), located at public street crossings adjacent to Cahill Avenue. An exhibit illustrating the ramp locations is included on page 3.

The cost of replacing pedestrian ramps for the MRG trail is estimated at \$105,296. The Feasibility Report dated November 25, 2019 did not include the pedestrian ramps because they were included in City Project 2019-19 Cahill Avenue MRG Trail Improvements. On December 2, 2019 Dakota County informed City staff that the MRG project could not be funded to move the project forward.

FINANCING:

An Addendum to the Preliminary Cost Estimate for Alternate Schedule No. 1 is included on page 4. The costs for Cahill Avenue pedestrian ramps have been added to an alternate schedule to allow the City the option to award after bids are received.

Addendum No. 1: Estimated Costs (2019-09C)	
Total Construction	\$82,910
Construction Contingency	\$8,291
Resident Engineering	\$12,437
Fiscal	\$829
Legal	\$829
Total Estimated Cost	\$105,296

The total estimated cost includes the following items at a percentage of the construction cost: 10% construction contingency, 15% resident engineering, 1% fiscal, and 1% legal. There will be no consulting engineering or capitalized interest; the total contingency is at 27%.

ADDENDUM NO. 1 to the 11/12/19 FEASIBILITY REPORT

PROJECT FUNDING:

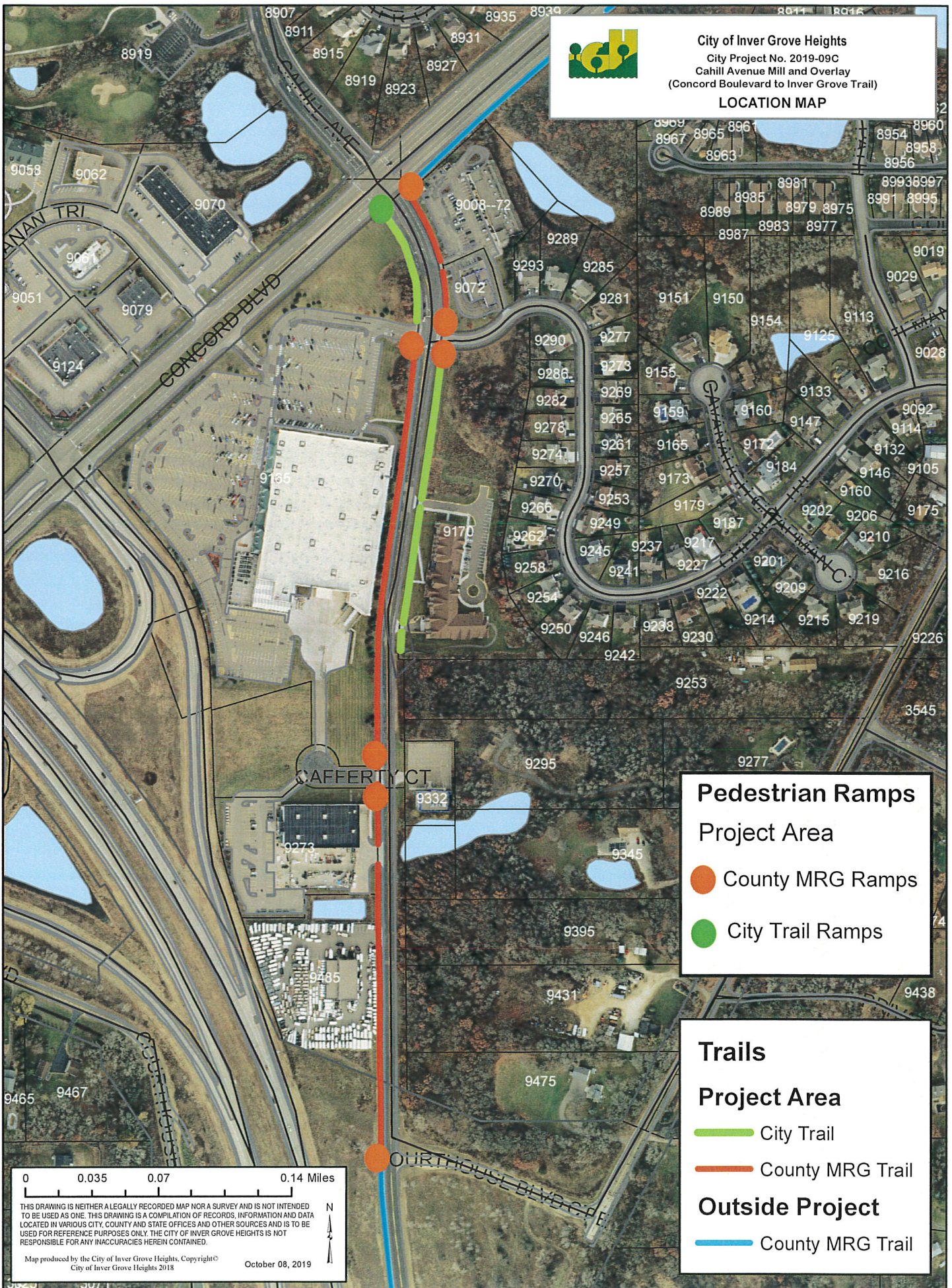
Funding of the improvements will be through Dakota County by a Joint Powers Agreement (JPA), or other funding alternatives. Further coordination with Dakota County will be required. Further exploration of other funding alternatives will be required. None of the potential additional costs will be assessed to property owners or funded by the Pavement Management Fund.

With Alternate schedule is awarded, the proposed funding allocation will be:

Funding Source	Addendum No. 1
Pavement Management Fund	NA
Utility Fund	NA
Street & Storm Assessment	NA
Dakota County JPA	\$105,296
Total	\$105,296

PROJECT BIDDING:

The costs for Cahill Avenue pedestrian ramps have been added to an alternate schedule to allow the City the option to award after bids are received, if Dakota County agrees to funding.



ADDENDUM NO. 1 to the 11/12/19 FEASIBILITY REPORT

PREPARED BY: JDM

12/4/2019

CITY OF INVER GROVE HEIGHTS, MN CITY PROJECT NO. 2019-09C - CAHILL AREA MILL AND OVERLAY ADDENDUM NO. 1 to the FEASIBILITY REPORT - ENGINEER'S ESTIMATE

2019-09C - Cahill Ave. Mill and Overlay (Concord Blvd. to Old Concord Blvd, Including Cafferty Ct)

Alternate 1: Pedestrian Ramps (Streets Crossings Only)						
Item No.	Mn/DOT No.	Description	Unit	Est. Quantity	Est. Unit Price	Est. Total
19	2104.503	Remove Curb & Gutter (Spot Repair)	LF	200	\$ 5.00	\$ 1,000.00
20	2104.504	Remove Bituminous Walk	SY	40	\$ 7.00	\$ 280.00
21	2104.505	Remove Concrete Walk	SY	50	\$ 20.00	\$ 1,000.00
22	2104.505	Remove Concrete Valley Gutter	SF	80	\$ 2.50	\$ 200.00
23	2104.505	Remove Concrete Wing Apron	SF	200	\$ 2.50	\$ 500.00
24	2104.505	Remove Concrete Driveway Pavement	SY	150	\$ 20.00	\$ 3,000.00
25	2104.505	Remove Bituminous Pavement (Full Depth)	SY	60	\$ 10.00	\$ 600.00
26	2357.506	Bituminous Material for Tack Coat	GAL	10	\$ 5.00	\$ 50.00
27	2360.509	Type SP 12.5 Wearing Course Mixture (3,C) (Patching)	TON	30	\$ 150.00	\$ 4,500.00
28	2532.501	6" Concrete Walk	SF	1300	\$ 8.00	\$ 10,400.00
29	2531.602	Pedestrian Curb Ramp with Truncated Domes (STR-12)	EA	7	\$ 2,000.00	\$ 14,000.00
30	2531.501	Concrete Curb & Gutter (Hand Place)	LF	200	\$ 30.00	\$ 6,000.00
31	2531.501	8" Concrete Driveway Pavement (STR-09)	SY	150	\$ 120.00	\$ 18,000.00
32	2531.501	8" Concrete Wing Apron (STR-08)	SF	400	\$ 15.00	\$ 6,000.00
33	2531.501	8" Concrete Valley Gutter (STR-08)	LF	26	\$ 110.00	\$ 2,860.00
34	2531.607	High Early Strength Concrete	CY	100	\$ 30.00	\$ 3,000.00
35	2540.601	Landscape Restoration Allowance	LS	1	\$ 5,000.00	\$ 5,000.00
36	2550.602	Adjust Handhole	EA	1	\$ 750.00	\$ 750.00
37		Crosswalk Marking Paint White Latex	SF	154	\$ 5.00	\$ 770.00
38		Pedestrian Ramp Signal/Pedestal Update	LS	1	\$ 5,000.00	\$ 5,000.00
Alternate 1: Pedestrian Ramps (Streets Crossings Only) Subtotal						\$ 82,910.00

2019-09C - Cahill Ave. Mill and Overlay (Old Concord to IGH Trail) - Construction Subtotal

Alternate 1: Pedestrian Ramps (Streets Crossings Only) Subtotal		\$ 82,910.00
Cahill Ave. Mill and Overlay (Old Concord to IGH Trail) - Construction Subtotal		\$ 82,910.00
2019-09C - Cahill Ave. Mill and Overlay (Old Concord to IGH Trail) - Total Cost		27% LEAF (Contingency + Indirect)
Alternate 1: Pedestrian Ramps (Streets Crossings Only) Subtotal		\$ 105,295.70
Cahill Ave. Mill and Overlay (Old Concord to IGH Trail) - Total Cost		\$ 105,295.70

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing to Consider a Resolution Ordering Project, Accepting Addendum No. 1 to the Feasibility Report, and Authorizing Preparation of Plans and Specifications for the 2020 Pavement Management Program, City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay

Meeting Date: December 9, 2019
 Item Type: Public Hearing
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Jacob Moser, Civil Engineer
 Reviewed by: Scott D. Thureen, Public Works Director


Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Public Hearing to consider a resolution ordering project, accepting Addendum No. 1 to the Feasibility Report, and authorizing preparation of plans and specifications for the 2020 Pavement Management Program, City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay.

SUMMARY

On April 8, 2019, the City Council ordered a feasibility study. On November 12, 2019, the City Council received the Feasibility Report and scheduled a public hearing for City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay. The Feasibility Report recommends a mill and overlay on Carter Path from Cahill Avenue to Concord Boulevard, and Carter Court from Carter Path to its terminus.

The total estimated project cost is \$196,560 with \$130,917 in estimated assessments for street and storm water improvements (67% of the total project costs), for City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay. 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 \$3,831 for street and storm water facility improvements. The independent appraiser's special benefit analysis recommended an assessment cap of \$4,000 per single-family parcel for street and storm water improvements. The proposed assessments are the lower amount between the per policy and assessment cap.

Addendum No. 1 to the Feasibility Report: Carter Court cul-de-sac Island

The addendum No. 1 to the Feasibility Report is for an option to remove the curbed island in the Carter Court cul-de-sac at the request of adjacent property owners. Partial funding and an agreement will be necessary from the Arbor Knoll homeowner's association (HOA). Addendum No. 1 for the option to reconstruct the Carter Court cul-de-sac island is estimated at \$34,597 and \$18,615 in assessments by agreement with the Arbor Knoll HOA.

City Project No. 2019-09F
December 9, 2019 Council Meeting

Addendum No. 1 to the Feasibility Report: Carter Court cul-de-sac Island (continued)

The Arbor Knoll HOA's cost portion for removal of the island and paving the area will be assessed at the reconstruction policy rate of 35%. The HOA's cost portion for relocating the streetlight will be assessed at the policy rate of 100%. The total estimated cost of converting the island to a fully paved cul-de-sac is \$34,597. The estimated HOA assessment would be \$18,615. The previously published feasibility report stated that the pavement management fund would completely pay for the island removal.

The Arbor Knoll Plat shows that the Carter Court cul-de-sac island is located within Outlot C, therefore it must be deeded to the City for the island to be paved and maintained by the City.

Edge Mill and Overlay

Both Carter Path and Carter Court are recommended for edge-mill and overlay. An edge-mill and overlay is recommended for the project street sections that can benefit from a thicker bituminous pavement section and accommodate raised crown. The edge-mill process only removes an 8-foot wide strip of existing wear course bituminous along the curb. A 2-inch depth, full-width bituminous overlay is paved on top. The new pavement surface will match the existing curb and increase the total bituminous thickness at the center of the street.

Spot Curb Replacement

Curb is proposed to be replaced only as needed to repair structural deficiencies, structure casting adjustments, and pedestrian ramp replacement.

Public Input

Staff held an open house meeting at City Hall on October 30, 2019, with affected property owners to present preliminary feasibility findings and the preliminary proposed assessments. There were five people in attendance from three households. The feedback from the informational meeting was incorporated into the feasibility report. Below are unique items addressed (*staff responses in parenthesis and italicized*):

- How is accessibility impacted during construction?
The access impacts are minimal for mill and overlay. There will no planned permanent road closures. There will be lane restrictions during spot curb replacement, milling and paving operations. There will also be some periods of parking restrictions and select driveway access restrictions.
- Can the Carter Court cul-de-sac island be removed?
Staff will have to review this further, but generally public works and public safety would support. Arbor Point Master Association may have development requirements limiting City authority

I recommend approving the resolution ordering project, accepting the feasibility report amendment, and authorizing preparation of plans and specifications for the 2020 Pavement Management Program, City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay.

JDM/jdm

Attachments: Resolution
Map
Preliminary Assessment Roll
Addendum No. 1 to the Feasibility Report

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

**PUBLIC HEARING TO CONSIDER RESOLUTION ORDERING PROJECT, ACCEPTING
ADDENDUM NO. 1 TO THE FEASIBILITY REPORT, AND AUTHORIZING PREPARATION OF
PLANS AND SPECIFICATIONS FOR THE 2020 PAVEMENT MANAGEMENT PROGRAM, CITY
PROJECT NO. 2019-09F – CARTER PATH AND CARTER COURT MILL AND OVERLAY**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on November 12, 2019 called for a public hearing on the proposed improvement project, 2020 Pavement Management Program, City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on December 9, 2019, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

WHEREAS, Addendum No. 1 to the Feasibility Report dated December 9, 2019 has been prepared to include the option to reconstruct the curbed island in the Carter Court cul-de-sac at the request of property owners for City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay; and

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

1. Addendum No. 1 to the Feasibility Report dated December 9, 2019 for City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay is hereby accepted.
2. Such improvement is necessary, cost-effective and feasible as outlined in the Feasibility Report.
3. Such improvement is hereby ordered as proposed in this Council resolution adopted December 9, 2019 for City Project No. 2019-09F – Carter Path and Carter Court Mill and Overlay.
4. The reconstruction of the curbed island in the Carter Court cul-de-sac (Addendum No. 1 to the Feasibility Report) is contingent on receiving a waiver of assessment appeal and dedication of necessary right-of-way.
5. Project contract documents (plans and specifications) are authorized to be prepared by City Staff.
6. City Engineer and City Attorney are authorized to commence land acquisition services, acquire necessary easements and agreements, and retain an independent appraiser for the project.
7. The contract for these improvements shall be let no later than two years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9th day of December 2019.

AYES:

NAYS:

ATTEST

George Tourville, Mayor

Joe Lynch, Interim Deputy Clerk

Legend

- Single-family Property
- City Property



9/30/19

City Project No. 2019-09F
 Mill and Overlay (Carter Path and Carter Court)
 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. 2019-09F - CARTER PATH AND CARTER CT. MILL AND OVERLAY
PRELIMINARY ASSESSMENT ROLL**

PID NO.	MAP NO.	PROPERTY TYPE	NAME	OWNER ADDRESS	PER POLICY ASSESSMENT	BENEFIT CAP	PROPOSED ASSESSMENT
201180001010	1	SFR	STEVEN & GINA ROMSLO	8990 CARTER PATH	\$3,831.16	\$4,000.00	\$3,831.16
201180001020	2	SFR	EDWARD & CAROLINE SNODGRASS	8994 CARTER PATH	\$3,831.16	\$4,000.00	\$3,831.16
201180001030	3	SFR	DANIEL & OXANA E SCHROEDER	8998 CARTER PATH	\$3,831.16	\$4,000.00	\$3,831.16
201180001040	4	SFR	JOHN & KELLY PELTIER	9002 CARTER PATH	\$3,831.16	\$4,000.00	\$3,831.16
201180001050	5	SFR	DAVID GRAHAM & LINA URDINOLA	9006 CARTER PATH	\$3,831.16	\$4,000.00	\$3,831.16
201180001060	6	SFR	ABHILASH PATANGAY & PRASHANTHI VERMURI	9010 CARTER PATH	\$3,831.16	\$4,000.00	\$3,831.16
201180001070	7	SFR	SAMSON & NANCY WREH	9014 CARTER PATH	\$3,831.16	\$4,000.00	\$3,831.16
201180001080	8	SFR	MICHAEL & GENEVIEVE SHYPULSKI	9018 CARTER PATH	\$3,831.16	\$4,000.00	\$3,831.16
201180001090	9	SFR	JESSICA WILLIAMS	9022 CARTER PATH	\$3,831.16	\$4,000.00	\$3,831.16
201180001100	10	SFR	STEVEN NELSON	9026 CARTER PATH	\$3,831.16	\$4,000.00	\$3,831.16
201180001110	11	SFR	LAURA OKAGAKI-VRASPIR & JOANNE OKAGAKI	9030 CARTER PATH	\$3,831.16	\$4,000.00	\$3,831.16
201180001120	12	SFR	CHRISTOPHER & TANYA SCHIPP	9034 CARTER PATH	\$3,831.16	\$4,000.00	\$3,831.16
201180002010	13	SFR	WILLIAM C & LINDA CHAPLIN	8907 CARTER CT	\$3,831.16	\$4,000.00	\$3,831.16
201180002020	14	SFR	MICHAEL & ANDREA ARENDS	8911 CARTER CT	\$3,831.16	\$4,000.00	\$3,831.16
201180002030	15	SFR	TIMOTHY & DAWN ERDMAN	8915 CARTER CT	\$3,831.16	\$4,000.00	\$3,831.16
201180002040	16	SFR	TOUA & PAHOUA YANG	8919 CARTER CT	\$3,831.16	\$4,000.00	\$3,831.16
201180002050	17	SFR	BRIAN & NANCY ROSTER	8923 CARTER CT	\$3,831.16	\$4,000.00	\$3,831.16
201180002060	18	SFR	SUZANNE HANNEMAN	8927 CARTER CT	\$3,831.16	\$4,000.00	\$3,831.16
201180002070	19	SFR	GUSTAVO & ALICIA CULBEAUX	8931 CARTER CT	\$3,831.16	\$4,000.00	\$3,831.16
201180002080	20	SFR	MICHAEL MAYS	8935 CARTER CT	\$3,831.16	\$4,000.00	\$3,831.16
201180002090	21	SFR	KEVIN & KRISTINE BENNET	8939 CARTER CT	\$3,831.16	\$4,000.00	\$3,831.16
201180002100	22	SFR	SCOTT & LISA WOOD	8943 CARTER CT	\$3,831.16	\$4,000.00	\$3,831.16
201180002110	23	SFR	ABERLARDO & MAYLINE TORRES	5033 CAMBIUM LN S	\$3,831.16	\$4,000.00	\$3,831.16
201180002120	24	SFR	GARY & KATHRYN THOMPSON	8946 CARTER CT	\$3,831.16	\$4,000.00	\$3,831.16
201180002130	25	SFR	PETER MASICH	8942 CARTER CT	\$3,831.16	\$4,000.00	\$3,831.16
201180002140	26	SFR	MARC & STACEY L JEFFERS	8926 CARTER CT	\$3,831.16	\$4,000.00	\$3,831.16
201180000010	27	CITY	CITY OF INVER GROVE HEIGHTS	8150 BARBARA AVENUE	\$31,306.39	\$211,566.41	\$31,306.39
					\$130,916.55		\$130,916.55

ADDENDUM NO.1 to the 11/12/19 FEASIBILITY REPORT

2020 PAVEMENT MANAGEMENT PROGRAM INVER GROVE HEIGHTS, MINNESOTA

PROJECT NO. 2019-09F CARTER PATH AND CARTER COURT MILL AND OVERLAY

DECEMBER 9, 2019

Addendum No. 1 to the feasibility report is for an option to reconstruct the curbed island in the Carter Court cul-de-sac at the request of adjacent property owners. Partial funding and an agreement will be necessary from the Arbor Knoll homeowner's association (HOA).

ISSUES:

The cost of removing the Carter Court cul-de-sac curbed island will require funding from the Arbor Knoll HOA. The HOA will need to agree to the assessment and enter a waiver of assessment appeal agreement. The previously published feasibility report stated that the pavement management fund would completely pay for the island removal.

Outlot C of the Arbor Knoll Plat will need to be dedicated to the City. The Arbor Knoll Plat shows that the Carter Court cul-de-sac island is located within Outlot C, therefore it must be deeded to the City for the island to be paved and maintained by the City.

The reconstruction of the curbed island in the Carter Court cul-de-sac (Addendum No. 1 to the Feasibility Report) is contingent on receiving a waiver of assessment appeal and dedication of necessary right-of-way.

FINANCING:

Awarding Alternate A for the island reconstruction will increase the total project cost by \$34,597. The Addendum No. 1 to the Feasibility Report Engineers Estimate is available on page 3, and includes the pay items for the reconstruction of the curbed island in Alternate Schedule A.

PROJECT FUNDING:

The Arbor Knoll homeowner's association will need to enter a Waiver of Assessment Appeal agreement. The Arbor Knoll HOA's cost portion for removal of the island and paving the area will be assessed at the reconstruction policy rate of 35% (estimated to be \$18,615). The pavement management fund will cover the remaining 65% of the item cost. The Arbor Knoll HOA's cost portion for relocating the existing streetlight will be assessed at the policy rate of 100%.

ADDENDUM NO. 1 TO THE FEASIBILITY REPORT FOR 2019-09F

PROJECT FUNDING (continued):

The additional costs will be funded from special assessments, and the Pavement Management Fund* (440). (* Franchise Fee Fund included)

RECONSTRUCTION STREET ASSESSMENTS

Estimated Street Project Cost (\$17,194 x 1.43)	\$24,587
65% Reconstruction City Contribution (\$11,176 x 1.43) (Includes: CDS Island)	- \$15,982

RECONSTRUCTION ESTIMATED STREET ASSESSMENT	\$8,605
---	----------------

STREETLIGHT ASSESSMENTS

Estimated Streetlight Cost (\$7,000 x 1.43)	\$10,010
---	----------

ESTIMATED STREETLIGHT ASSESSMENT	\$10,010
---	-----------------

If the Alternate schedule is awarded, the proposed funding allocation will be:

Funding Source	Addendum No. 1
Pavement Management Fund	\$15,982
Street & Storm Assessment	\$8,605
Streetlight Assessment	\$10,010
Subtotal	\$34,597

PROJECT BIDDING:

The reconstruction of the curbed island will be bid in an alternate schedule. This will allow the City the to award Addendum No. 1 improvements only if the Arbor Knoll HOA agrees to the assessment and enters a waiver of assessment appeal agreement, and dedication of the necessary right-of-way.

ADDENDUM NO. 1 TO THE FEASIBILITY REPORT FOR 2019-09F

PREPARED BY: JDM

12/4/2019

CITY OF INVER GROVE HEIGHTS, MN
CITY PROJECT NO. 2019-09F - CARTER PATH AND CARTER COURT MILL AND OVERLAY
ADDENDUM NO. 1 to the FEASIBILITY REPORT - ENGINEER'S ESTIMATE

2019-09F - Carter Path & Carter Ct. Mill and Overlay

Alternate A: Reconstruct Carter Court Curbed Island

Item No.	Mn/DOT No.	Description	Unit	Est. Quantity	Est. Unit Price	Est. Total
1	2101.524	CLEARING	EA	2	\$ 1,000.00	\$ 2,000.00
2	2101.524	GRUBBING	EA	2	\$ 1,000.00	\$ 2,000.00
3	2104.501	REMOVE CURB & GUTTER	LF	132	\$ 4.00	\$ 528.00
4	SPECIAL	REMOVE AND REPLACE LIGHT POLE	EA	1	\$ 7,000.00	\$ 7,000.00
5	2105.501	COMMON EXCAVATION (P)	CY	100	\$ 18.00	\$ 1,800.00
6	2211.501	AGGREGATE BASE CLASS 5	TON	65	\$ 18.00	\$ 1,170.00
7	2357.502	BITUMINOUS TACK COAT	GAL	30	\$ 3.00	\$ 90.00
8	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	30	\$ 85.00	\$ 2,550.00
9	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3,C) (PATCHING)	TON	30	\$ 160.00	\$ 4,800.00
10	2521.501	6" CONCRETE WALK	SQ FT	282	\$ 8.00	\$ 2,256.00
Reconstruct Carter Court Curbed Island Subtotal						\$ 24,194.00

2019-09F - Carter Path & Carter Ct. Mill and Overlay - Construction Subtotal

Alternate A: Reconstruct Carter Court Curbed Island Subtotal					\$ 24,194.00
2019-09F - Carter Path & Carter Ct. Mill and Overlay - Total Cost					43% LEAF (Contingency + Indirect)
Alternate A: Reconstruct Carter Court Curbed Island Subtotal					\$ 34,597.42

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Conduct Public Hearing to Consider New Corporate Officers for Outback Steakhouse of Florida LLC, dba Outback Steakhouse

Meeting Date: December 9, 2019
 Item Type: Public Hearing
 Contact: 651-450-2464
 Prepared by: Michelle Calvert
 Reviewed by: Joe Lynch

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider new corporate officer Christopher Adkins Meyer and Kelly Marie Lefferts, for the Outback Steakhouse premises located at 5723 Bishop Avenue, for On-Sale and Sunday Liquor Licenses.

SUMMARY: Outback Steakhouse of Florida LLC, dba Outback Steakhouse has requested a change to corporate officers which will amend their On-Sale and Sunday Liquor Licenses for the location at 5723 Bishop Avenue in Inver Grove Heights. The applicants paid the fees as required by City Code and provided all the necessary documentation required for the officers' change.

The Police Department conducted background investigations and found no basis for denial for the two (2) officers' changes.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Conduct Public Hearing to Consider Approval of Therapeutic Massage Business License

Meeting Date: December 9, 2019

Item Type: Public Hearing

Contact: 651-450-2464

Prepared by: Michelle Calvert

Reviewed by: Joe Lynch

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider approval of an application by Jennifer Miller for a therapeutic massage business license for Destination Massage, dba Elevated Massage & Wellness at 2898 Upper 55th Street, Suite B.

SUMMARY: An application has been submitted by Jennifer Miller for a Therapeutic Massage Business License for Destination Massage, dba Elevated Massage & Wellness at 2898 Upper 55th Street, Suite B. The applicant submitted the appropriate fees, insurance documentation, and other information as required by City Code. Ms. Miller 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 a 2020 Therapeutic Massage Business License.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider approval of renewal applications for liquor licenses for the 2020 calendar year.

Meeting Date: December 9, 2019
 Item Type: Public Hearing
 Contact: 651-450-2464
 Prepared by: Michelle Calvert
 Reviewed by: Joe Lynch

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Conduct a public hearing and consider approval of renewal applications for liquor licenses for the 2020 calendar year.

SUMMARY:

The City received applications for the renewal liquor licenses for 2020. The public hearing notice was published on November 27, 2019 in the Pioneer Press.

Each renewal application was accompanied by the necessary license fees and liability insurance certificates. All background investigations were completed by the Police Department.

There were four establishments that initially had changes in Officers or Managers, and additional information was requested. Of those four, only one establishment (Moose Lodge 1088) has failed to submit the required paperwork for their new Officer. However, it is known that there are extenuating circumstances regarding the individual's missing paperwork, and the establishment has been in contact with the City regarding the missing paperwork. The most recent contact was December 4, 2019. That Officer is required to undergo background investigations.

Information regarding completion of alcohol-server training was also provided with each application to verify that all employees engaged in the serving/selling of alcohol received training within the last 24 months.

There were six establishments that were initially identified as having outdated alcohol-server training compliance. There are three remaining establishments (Arbor Pointe Golf Club, IWA Sushi, and Trail Liquor) that have yet to complete the renewal Alcohol Compliance Training. Those establishments have been contacted on multiple occasions (most recently on December 4, 2019) and are identified on the following page.

RECOMMENDATION:

Council may conditionally approve the renewal license applications, contingent upon the applicants' providing to staff whatever missing information is necessary by a specific date, to the satisfaction of staff.

A detailed list of what is missing is on the next page.

If the applicants fail to provide the necessary "missing" information (or satisfactorily pass a background check) to the full satisfaction of staff, the renewal license will not be issued, and the applicant will be without a liquor license from January 1 through to January 13th, 2020 when the next regular City Council Meeting is scheduled.

December 9, 2019 Liquor License Renewals

Business Name	Type of License	Status - Notes
451 Beer	Off-Sale	
A & M Liquor	Off-Sale	
AMC Theatres	On-Sale & Sunday	All Alcohol-Server Training brought up to date.
Applebee's Neighborhood Grill & Bar	On-Sale & Sunday	
Arbor Pointe Golf Club	3.2 On-Sale & Sunday	Alcohol-Server Training Notification, no response yet.
Arbor Pointe Liquors	Off-Sale	
B-52 Burgers and Brew	On-Sale & Sunday	
Cameron's Warehouse Liquors	Off-Sale	
Casey's General Store #3825	3.2 Off-Sale	Not Renewing License
Celts Pub	On-Sale & Sunday	
Cub Foods	3.2 Off-Sale	New Manager Paperwork at PD
Drkula 32 Bowl	On-Sale & Sunday	
El Azteca	On-Sale & Sunday	
Gold Palace Liquor	Off-Sale	
Inver Grove Brewing Company	Brew Pub Off Sale	
Inver Grove Brewing Company	On-Sale & Sunday	
Inver Wood Golf Course	On-Sale & Sunday	
IWA Sushi	On-Sale & Sunday	Working at bringing Alcohol-Server Training up to date.
Jersey Bar & Grill	On-Sale & Sunday	
King of Diamonds	On-Sale (NO SUNDAY)	
L.W.'s Bierstube	On-Sale & Sunday	
Market Liquor	Off-Sale	
MGM Wine & Spirits	Off-Sale	Not Renewing License
Mississippi Pub	On-Sale & Sunday	
Moose Lodge #1088	Club On Sale & Sunday	Waiting for Robert Currence paperwork, he is out of state.
Old World Pizza	Municipal Wine & Strong Beer	
Outback Steakhouse	On-Sale & Sunday	
Overboard Bar & Grill	On-Sale & Sunday	
Pilot Travel Centers LLC	3.2 Off-Sale	New Officer and New Manager paperwork is at PD
Salem Liquors	Off-Sale	Not Renewing License
Speedway #4411	3.2 Off-Sale	New Officer Steven Morris -name change paperwork received, at PD. New Manager Robert Garagiola paperwork at PD.
Speedway #4548	3.2 Off-Sale	Steven Morris - name change paperwork received, at PD. New Manager Antonio Bennett paperwork is at PD. All Alcohol-Server Training brought up to date.
That Cooking School	On Sale & Sunday Cooking School Class	
Trail Liquor	Off-Sale	Working at bringing Alcohol-Server Training up to date.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolutions Relating to 2020 Tax Levies and Budgets

Meeting Date:	December 9, 2019	Fiscal/FTE Impact:
Item Type:	Regular Agenda	☐ None
Contact:	Shannon Battles 651-450-2488	☐ Amount included in current budget
Prepared by:	Shannon Battles, Interim Finance Director	☐ Budget amendment requested
Reviewed by:	Joe Lynch, City Administrator	☐ FTE included in current complement
		☐ New FTE requested – N/A
		☒ Other-2020 Tax Levies and Budgets

PURPOSE/ACTION REQUESTED

To approve three resolutions relating to the 2020 tax levies and budgets.

SUMMARY

This meeting is the regularly scheduled meeting to discuss budgets and tax levies set by Council on September 9, 2019 when the proposed tax levies and budgets were adopted. While a public hearing is no longer required, the public must be allowed to speak.

The proposed levies recommended include a General Fund Operating Levy of \$21,878,800, General Bond Retirement Levies of \$2,852,083 and Storm Water Special Tax Levies for 70th Street Recon of \$79,394.

The General Fund 2020 Budget is recommended at \$25,941,400 and includes mayor and council, administration, elections, communications, technology, finance, community development, planning, inspections, police, fire, public works, engineering, streets, street lighting, parks, contingency and transfers. Other budgets to be approved include three Special Revenue Funds: Recreation, Community Center, and EDA; one Capital Project Funds: Storm Water (Storm Water and Storm Water – NWA); three Enterprise Funds: Water (Water, Water Rev Ref 2012A, Water Connection, Water System Improvements and Water – NWA), Sewer (Sewer, GO Sewer Rev 2014B, GO Sewer Rev 2015B, GO Sewer Rev 2017A, Sewer Connection and Sewer – NWA), and Golf Course; and five Internal Service Funds: Risk Management, Central Equipment, Central Stores, City Facilities, and Technology. The 2020 Proposed Budgets and Property Taxes booklet are also included for your review.

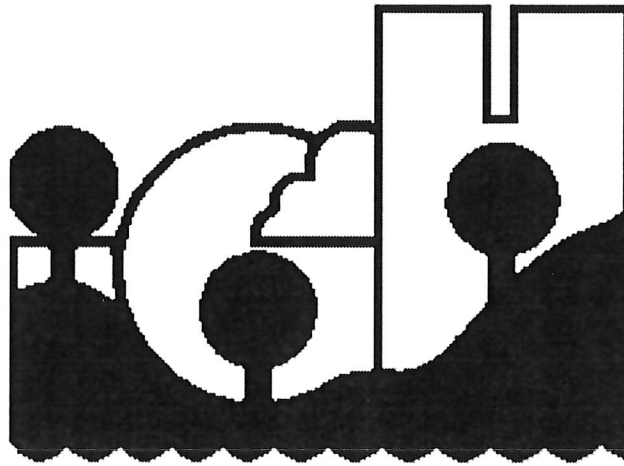
I have not received any calls or e-mails regarding the proposed tax notices that were received.

Following adoption of the tax budgets and levies we will certify the taxes to the Dakota County Auditor, file the required reports with the Department of Revenue and the Office of the State Auditor and publish the Summary Budget in the Pioneer Press as required by the State Auditor. The 2020 Adopted Budget will also be placed on the website.

I recommend that the City Council adopt the following resolutions approving the Final 2020 Budgets and Final Pay 2020 Tax Levies:

- Resolution adopting the final 2020 budgets
- Resolution adopting the final tax levies for the year 2019, collectible in 2020
- Resolution adopting the storm water special taxing district tax levies for the year 2019, collectible in 2020

City of Inver Grove Heights



2020 Proposed Budgets and 2020 Proposed Property Taxes

Monday, December 9, 2019
7:00 P.M.

<u>Fund</u>	2019 Amended	2020 Proposed 9/9/2019	2020 Proposed 12/9/2019
General	\$ 24,538,700	\$ 26,109,100	\$ 25,941,400
Recreation	678,000	-	514,600
Community Center	4,256,100	-	4,098,500
EDA	110,100	-	76,200
Storm Water	531,800	-	524,500
Storm Water - NWA	-	-	-
ADA	258,100	-	-

	2019 Amended	2020 Proposed 9/9/2019	2020 Proposed 12/9/2019
Water	3,283,200	-	3,328,500
Water Rev Ref 2012A	21,100	-	13,600
Water Connection	-	-	-
Water System Improvements	652,600	-	652,600
Water - NWA	5,000	-	-
Sewer	3,921,900	-	4,065,000
Sewer Rev 2010A	100,600	-	-
Sewer Rev 2014B	114,400	-	107,500
Sewer Rev 2015B	112,300	-	102,900
Sewer Rev 2017A	157,800	-	151,500
Sewer Connection	-	-	-
Sewer - NWA	5,000	-	-
Golf Course	1,780,100	-	1,854,000

	2019 Amended	2020 Proposed 9/9/2019	2020 Proposed 12/9/2019
Risk Management	1,011,800	-	1,154,400
Central Equipment	2,851,100	-	2,442,500
Central Stores	105,200	-	119,200
City Facilities	1,311,100	-	1,381,700
Technology	877,600	-	193,900
Total All Funds	\$ 46,683,600	\$ 26,109,100	\$ 46,722,500

CITY OF INVER GROVE HEIGHTS

2019 PROPOSED CITY TAX LEVY

	<u>2019 Amended</u>	<u>2020 Proposed 9/9/2019</u>	<u>2020 Proposed 12/9/2019</u>	<u>Percent Change</u>
General Operating Fund	\$ 20,687,200	\$ 22,012,073	\$ 21,878,800	5.76%
General Bond Retirement	<u>2,544,094</u>	<u>2,852,083</u>	<u>2,852,083</u>	12.11%
Total City-Wide Tax Levy	<u>\$ 23,231,294</u>	<u>\$ 24,864,156</u>	<u>\$ 24,730,883</u>	6.46%
Storm Water Special Tax				
District Levies:				
70th Street Recon				
Babcock Trail	\$ 22,230	\$ 22,230	\$ 22,230	
South Grove	41,285	41,285	41,285	
70th Street	<u>15,879</u>	<u>15,879</u>	<u>15,879</u>	
	<u>\$ 23,310,688</u>	<u>\$ 24,943,550</u>	<u>\$ 24,810,277</u>	6.43%
City Tax Rate	0.53537	0.54090	0.50842	-5.03%

Notes:

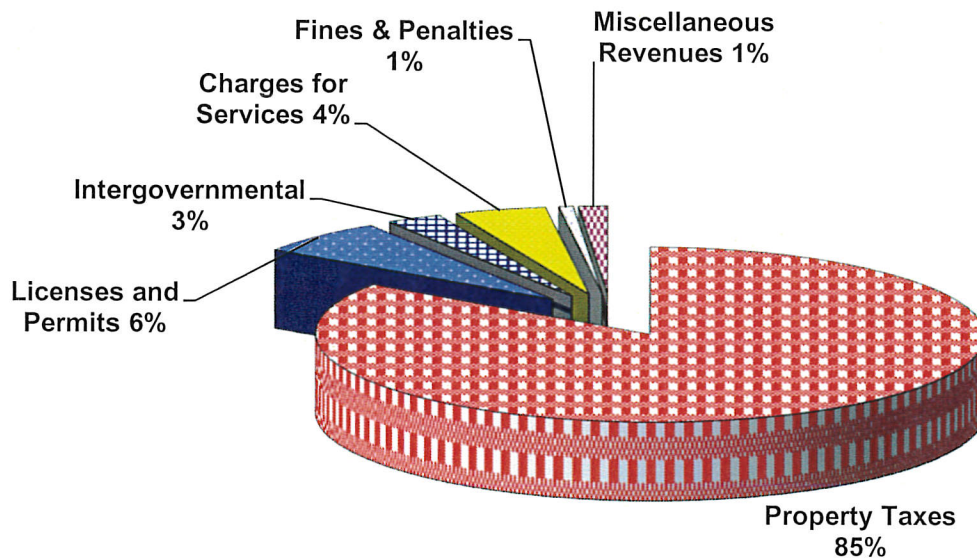
2018 Levy for General Bond Retirement reduced by \$200,000 contribution from Closed Bond Fund.

CITY OF INVER GROVE HEIGHTS

General Fund Revenues

	2019 Amended	2020 Proposed 9/9/2019	2020 Proposed 12/9/2019
Property Taxes	\$ 20,702,200	\$ 22,012,073	\$ 21,893,800
Licenses & Permits	1,371,100	1,623,200	1,662,400
Intergovernmental	761,500	690,088	696,100
Charges for Services	974,500	1,150,400	1,147,700
Fines & Penalties	170,000	180,000	180,000
Miscellaneous Revenues	356,500	361,400	361,400
Transfer In	-	-	-
TOTAL REVENUES	\$ 24,335,800	\$ 26,017,161	\$ 25,941,400

2020 General Fund Revenues

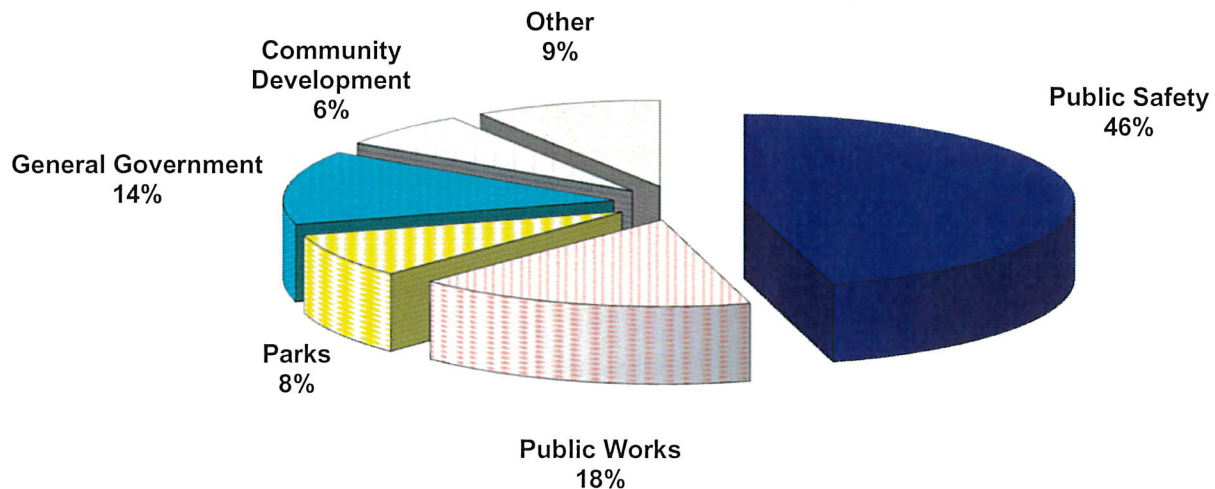


CITY OF INVER GROVE HEIGHTS

General Fund Expenditures

	2019 Amended	2020 Proposed 9/9/2019	2020 Proposed 12/9/2019
Public Safety	\$ 11,982,300	\$ 11,725,100	\$ 11,853,500
Public Works	4,466,600	4,388,600	4,310,100
Parks	2,152,700	2,095,400	2,132,500
General Government	2,234,400	3,609,100	3,573,600
Community Development	1,719,000	1,835,900	1,700,900
Other			
Contingency	-	-	-
Transfer Out to Recreation	393,600	370,000	309,600
Transfer Out to EDA Operations	75,100	85,000	61,200
Transfer Out to PMP	1,250,000	1,750,000	1,750,000
Transfer Out to Park Capital Replace.	265,000	250,000	250,000
TOTAL EXPENDITURES	\$ 24,538,700	\$ 26,109,100	\$ 25,941,400

2019 General Fund Expenditures



CITY OF INVER GROVE HEIGHTS

SPECIAL REVENUE FUNDS

2020 Proposed Recreation Fund Budget

	<u>2019 Amended</u>	<u>2020 Proposed 12/9/2019</u>
Revenues -		
Program Fees	\$ 224,700	\$ 218,400
Other	14,700	26,600
Transfer In From General Fund	<u>393,600</u>	<u>309,600</u>
TOTAL	<u><u>\$ 633,000</u></u>	<u><u>\$ 554,600</u></u>
Expenditures -		
Current	<u>\$ 678,000</u>	<u>\$ 514,600</u>
TOTAL	<u><u>\$ 678,000</u></u>	<u><u>\$ 514,600</u></u>

2020 Proposed Community Center Fund Budget

	<u>2019 Amended</u>	<u>2020 Proposed 12/9/2019</u>
Revenues -		
Community Center Fees	\$ 2,406,200	\$ 2,458,700
Contrib. & Donations	321,700	336,300
Transfers in From Host Community Fund	<u>1,609,200</u>	<u>1,306,500</u>
TOTAL	<u><u>\$ 4,337,100</u></u>	<u><u>\$ 4,101,500</u></u>
Expenditures -		
Current	\$ 3,212,600	\$ 3,269,100
Capital Outlay	<u>1,043,500</u>	<u>829,400</u>
TOTAL	<u><u>\$ 4,256,100</u></u>	<u><u>\$ 4,098,500</u></u>

CITY OF INVER GROVE HEIGHTS

2020 Proposed EDA Operating Fund Budget

	2019 Amended	2020 Proposed 12/9/2019
Revenues -		
Other	\$ -	\$ 15,000
Transfer in From General Fund	<u>75,100</u>	<u>61,200</u>
TOTAL	<u>\$ 75,100</u>	<u>\$ 76,200</u>
Expenditures -		
Current	<u>\$ 110,100</u>	<u>\$ 76,200</u>
TOTAL	<u>\$ 110,100</u>	<u>\$ 76,200</u>

CITY OF INVER GROVE HEIGHTS

CAPITAL PROJECT FUNDS

2020 Proposed Storm Water Fund Budget

	<u>2019 Amended</u>	<u>2020 Proposed 12/9/2019</u>
Revenues -		
Storm Water Fees	\$ 525,300	\$ 517,000
Other	<u>6,500</u>	<u>7,400</u>
TOTAL	<u>\$ 531,800</u>	<u>\$ 524,400</u>
Expenditures -		
Current	<u>\$ 531,800</u>	<u>\$ 524,500</u>
TOTAL	<u>\$ 531,800</u>	<u>\$ 524,500</u>

2020 Proposed Storm Water - NWA Fund Budget

	<u>2019 Amended</u>	<u>2020 Proposed 12/9/2019</u>
Revenues -		
Storm Water Fees	\$ 606,300	\$ 606,300
Other	<u>23,800</u>	<u>19,100</u>
TOTAL	<u>\$ 630,100</u>	<u>\$ 625,400</u>
Expenditures -		
Current	<u>\$ -</u>	<u>\$ -</u>
TOTAL	<u>\$ -</u>	<u>\$ -</u>

CITY OF INVER GROVE HEIGHTS

2020 Proposed ADA Fund Budget

	<u>2019 Amended</u>	<u>2020 Proposed 12/9/2019</u>
Revenues -		
Transfers in From		
Host Community Fund	\$ 25,300	\$ -
City Facilities Fund	<u>41,200</u>	<u>-</u>
TOTAL	<u>\$ 66,500</u>	<u>\$ -</u>
Expenditures -		
Current	<u>\$ 258,100</u>	<u>\$ -</u>
TOTAL	<u>\$ 258,100</u>	<u>\$ -</u>

CITY OF INVER GROVE HEIGHTS

ENTERPRISE FUNDS

2020 Proposed Water Fund Budget

	<u>2019 Amended</u>	<u>2020 Proposed 12/9/2019</u>
Revenues -		
Water Fees	\$ 3,243,100	\$ 3,224,600
Other	<u>44,000</u>	<u>42,800</u>
TOTAL	<u>\$ 3,287,100</u>	<u>\$ 3,267,400</u>
Expenses -		
Current	\$ 3,283,200	\$ 3,328,500
TOTAL	<u>\$ 3,283,200</u>	<u>\$ 3,328,500</u>

2020 Proposed Water Rev Ref 2012A Fund Budget

	<u>2019 Amended</u>	<u>2020 Proposed 12/9/2019</u>
Revenues -		
Other	\$ -	\$ -
TOTAL	<u>\$ -</u>	<u>\$ -</u>
Expenses -		
Debt Service	\$ 21,100	\$ 13,600
TOTAL	<u>\$ 21,100</u>	<u>\$ 13,600</u>

2020 Proposed Water Connection Fund Budget

	<u>2019 Amended</u>	<u>2020 Proposed 12/9/2019</u>
Revenues -		
Charges for Services	\$ 173,900	\$ 173,900
Other	<u>4,100</u>	<u>5,900</u>
TOTAL	<u>\$ 178,000</u>	<u>\$ 179,800</u>
Expenses -		
Other	\$ -	\$ -
TOTAL	<u>\$ -</u>	<u>\$ -</u>

CITY OF INVER GROVE HEIGHTS

2020 Proposed Water System Improvements Fund Bud

	2019 Amended	2020 Proposed 12/9/2019
Revenues -		
Other	\$ 26,300	\$ 20,300
TOTAL	<u>\$ 26,300</u>	<u>\$ 20,300</u>
Expenses -		
Transfer Out	\$ 652,600	\$ 652,600
TOTAL	<u>\$ 652,600</u>	<u>\$ 652,600</u>

2020 Proposed Water - NWA Fund Budget

	2019 Amended	2020 Proposed 12/9/2019
Revenues -		
Charges for Services	\$ 431,000	\$ 431,000
Other	15,300	39,700
TOTAL	<u>\$ 446,300</u>	<u>\$ 470,700</u>
Expenses -		
Other	\$ 5,000	\$ -
TOTAL	<u>\$ 5,000</u>	<u>\$ -</u>

CITY OF INVER GROVE HEIGHTS

2020 Proposed Sewer Fund Budget

	<u>2019 Amended</u>	<u>2020 Proposed 12/9/2019</u>
Revenues -		
Sewer Fees	\$ 3,512,400	\$ 3,631,300
Other	<u>63,900</u>	<u>71,600</u>
TOTAL	<u>\$ 3,576,300</u>	<u>\$ 3,702,900</u>
Expenses -		
Current	<u>\$ 3,921,900</u>	<u>\$ 4,065,000</u>
TOTAL	<u>\$ 3,921,900</u>	<u>\$ 4,065,000</u>

2020 Proposed GO Sewer Rev 2010A Fund Budget

	<u>2019 Amended</u>	<u>2020 Proposed 12/9/2019</u>
Revenues -		
Other	<u>\$ 67,400</u>	<u>\$ -</u>
TOTAL	<u>\$ 67,400</u>	<u>\$ -</u>
Expenses -		
Debt Service	<u>\$ 100,600</u>	<u>\$ -</u>
TOTAL	<u>\$ 100,600</u>	<u>\$ -</u>

2020 Proposed GO Sewer Rev 2014B Fund Budget

	<u>2019 Amended</u>	<u>2020 Proposed 12/9/2019</u>
Revenues -		
Other	<u>\$ -</u>	<u>\$ -</u>
TOTAL	<u>\$ -</u>	<u>\$ -</u>
Expenses -		
Debt Service	<u>\$ 114,400</u>	<u>\$ 107,500</u>
TOTAL	<u>\$ 114,400</u>	<u>\$ 107,500</u>

CITY OF INVER GROVE HEIGHTS

2020 Proposed GO Sewer Rev 2015B Fund Budget

	<u>2019 Amended</u>	<u>2020 Proposed 12/9/2019</u>
Revenues -		
Other	<u>\$ -</u>	<u>\$ -</u>
TOTAL	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>
Expenses -		
Debt Service	<u>\$ 112,300</u>	<u>\$ 102,900</u>
TOTAL	<u><u>\$ 112,300</u></u>	<u><u>\$ 102,900</u></u>

2020 Proposed GO Sewer Rev 2017A Fund Budget

	<u>2019 Amended</u>	<u>2020 Proposed 12/9/2019</u>
Revenues -		
Other	<u>\$ -</u>	<u>\$ -</u>
TOTAL	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>
Expenses -		
Other	<u>\$ 157,800</u>	<u>\$ 151,500</u>
TOTAL	<u><u>\$ 157,800</u></u>	<u><u>\$ 151,500</u></u>

CITY OF INVER GROVE HEIGHTS

2020 Proposed Sewer Connection Fund Budget

	2019 Amended	2020 Proposed 12/9/2019
Revenues -		
Charges for Services	\$ 55,800	\$ 55,800
Other	12,600	13,600
TOTAL	<u>\$ 68,400</u>	<u>\$ 69,400</u>
Expenses -		
Other	\$ -	\$ -
TOTAL	<u>\$ -</u>	<u>\$ -</u>

2020 Proposed Sewer - NWA Fund Budget

	2019 Amended	2020 Proposed 12/9/2019
Revenues -		
Charges for Services	\$ 727,800	\$ 727,800
Utility Revenues	47,000	47,000
Transfer In	652,600	652,600
TOTAL	<u>\$ 1,427,400</u>	<u>\$ 1,427,400</u>
Expenses -		
Debt	\$ 5,000	\$ -
TOTAL	<u>\$ 5,000</u>	<u>\$ -</u>

CITY OF INVER GROVE HEIGHTS

2020 Proposed Golf Course Budget

	2019 Amended	2020 Proposed 12/9/2019
Revenues -		
Charges for Services	\$ 1,643,100	\$ 1,842,000
Other	<u>202,800</u>	<u>206,600</u>
TOTAL	<u>\$ 1,845,900</u>	<u>\$ 2,048,600</u>
Expenditures -		
Current	<u>\$ 1,780,100</u>	<u>\$ 1,854,000</u>
TOTAL	<u>\$ 1,780,100</u>	<u>\$ 1,854,000</u>

CITY OF INVER GROVE HEIGHTS

INTERNAL SERVICE FUNDS

2020 Proposed Risk Management Fund Budget

	<u>2019 Amended</u>	<u>2020 Proposed 12/9/2019</u>
Revenues -		
Internal Charges	\$ 961,400	\$ 1,127,800
Other	<u>50,400</u>	<u>26,600</u>
TOTAL	<u>\$ 1,011,800</u>	<u>\$ 1,154,400</u>
Expenses -		
Current	<u>\$ 1,011,800</u>	<u>\$ 1,154,400</u>
TOTAL	<u>\$ 1,011,800</u>	<u>\$ 1,154,400</u>

2020 Proposed Central Equipment Fund Budget

	<u>2019 Amended</u>	<u>2020 Proposed 12/9/2019</u>
Revenues -		
Internal Charges	\$ 2,885,500	\$ 2,896,900
Other	<u>115,300</u>	<u>113,600</u>
TOTAL	<u>\$ 3,000,800</u>	<u>\$ 3,010,500</u>
Expenses -		
Current	<u>2,851,100</u>	<u>2,442,500</u>
TOTAL	<u>\$ 2,851,100</u>	<u>\$ 2,442,500</u>

2020 Proposed Central Stores Budget

	<u>2019 Amended</u>	<u>2020 Proposed 12/9/2019</u>
Revenues -		
Internal Charges	\$ 99,200	\$ 113,200
Other	<u>6,000</u>	<u>6,000</u>
TOTAL	<u>\$ 105,200</u>	<u>\$ 119,200</u>
Expenses -		
Current	<u>\$ 105,200</u>	<u>\$ 119,200</u>
TOTAL	<u>\$ 105,200</u>	<u>\$ 119,200</u>

CITY OF INVER GROVE HEIGHTS

2020 Proposed City Facilities Fund Budget

	2019 Amended	2020 Proposed 12/9/2019
Revenues -		
Internal Charges	\$ 612,500	\$ 760,300
Other	10,300	3,000
TOTAL	<u>\$ 622,800</u>	<u>\$ 763,300</u>
Expenses -		
Current	\$ 1,269,900	\$ 1,381,700
Transfer to ADA Fund	41,200	-
TOTAL	<u>\$ 1,311,100</u>	<u>\$ 1,381,700</u>

2020 Proposed Technology Fund Budget

	2019 Amended	2020 Proposed 12/9/2019
Revenues -		
Internal Charges	\$ 1,170,300	\$ -
Other	12,900	12,200
TOTAL	<u>\$ 1,183,200</u>	<u>\$ 12,200</u>
Expenses -		
Current	\$ 877,600	\$ 193,900
TOTAL	<u>\$ 877,600</u>	<u>\$ 193,900</u>

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

RESOLUTION NO. _____

RESOLUTION ADOPTING THE FINAL 2020 BUDGETS

BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS: The following final fund expenditure/expense budgets for the City of Inver Grove Heights for fiscal year 2020 are hereby approved:

General Fund	\$25,941,400
Recreation Fund	514,600
Community Center Fund	4,098,500
EDA Operations Fund	76,200
Storm Water Fund	524,500
Storm Water – NWA Fund	0
Water Fund	3,328,500
Water Rev Ref 2012A Fund	13,600
Water Connection Fund	0
Water System Improvements Fund	652,600
Water – NWA Fund	0
Sewer Fund	4,065,000
GO Sewer Rev 2014B Fund	107,500
GO Sewer Rev 2015B Fund	102,900
GO Sewer Rev 2017A Fund	151,500
Sewer Connection Fund	0
Sewer – NWA Fund	0
Golf Course Fund	1,854,000
Risk Management Fund	1,154,400
Central Equipment Fund	2,442,500
Central Stores Fund	119,200
City Facilities Fund	1,381,700
Technology Fund	193,900

Adopted this 9th day of December, 2019, by the City Council of Inver Grove Heights.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Joseph Lynch, Interim City Clerk

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

RESOLUTION NO. _____

**RESOLUTION ADOPTING THE FINAL TAX LEVIES FOR
THE YEAR 2019, COLLECTIBLE IN 2020**

BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS: There is a final levy upon taxable property in the City of Inver Grove Heights for the year 2019, collectible in 2020, for the following purposes in the following amounts:

General Operating Fund	\$21,878,800
------------------------	--------------

Bond Retirement:

City Share of Special Assessments	\$205,703	
G.O. Refunding Capital Impr. Bonds, 2016A	636,759	
G.O. Improvement Bonds, 2010B	177,250	
(Levy of \$284,399 less \$107,149 of funds available)		
G.O. Bonds, 2015A	636,762	
G.O. Bonds, 2017B	262,910	
G.O. Capital Improvement Bonds, 2018A	737,714	
G.O. Capital Improvement Bonds, 2019A	<u>194,985</u>	
Total Bond Retirement		<u>2,852,083</u>
Total Levy		<u>\$24,730,883</u>

Adopted this 9th day of December, 2019, by the City Council of Inver Grove Heights.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Joseph Lynch, Interim City Clerk

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

RESOLUTION NO. _____

**RESOLUTION ADOPTING THE STORM WATER
SPECIAL TAXING DISTRICT TAX LEVIES FOR
THE YEAR 2019, COLLECTIBLE IN 2020**

BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS: There is a proposed special property tax levied upon the taxable property within the Storm Water Special Taxing Districts (S.W.S.T.D.) in the City of Inver Grove Heights collectible in 2020 for the following purposes in the following amounts:

Bond Retirement

70 th Street Reconstruction Storm Water Special Taxing Districts	
Babcock Trail	\$22,230
South Grove	41,285
70 th Street	15,879

Adopted this 9th day of December, 2019, by the City Council of Inver Grove Heights.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Joseph Lynch, Interim City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER THIRD 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: December 9, 2019
 Item Type: Regular (Police)
 Prepared by: Melissa Chiodo, Chief of Police
 Reviewed by: Melissa Chiodo, Chief of Police
 Contact: 651-450-2528

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Council is requested to approve the **third** 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.

A letter was sent to all liquor license holders November 25th, 2019 notifying them of the proposed changes, the date of the third reading of the ordinance and the proposed changes.

ATTACHMENTS

1. City Code Section 4-1-19 Civil Penalties and Sanctions of; Chapter 1 Alcoholic Beverages, of Title 4 Business Regulations with updated language changes underlined and deleted language struck through.
2. Ordinance Amending City Code Section 4-1-19 Civil Penalties and Sanctions of; Chapter 1 Alcoholic Beverages, of Title 4 Business Regulations

**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 as a recommendation 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 as a recommendation to the council who will select three (3) days 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 as a recommendation will provide calendar dates to the council to select the determined number of suspension days.

**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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Second Reading of Massage Licensing Amendments

Meeting Date: December 9, 2019
 Item Type: Regular Agenda
 Contact: Dennis Haugland
 Prepared by: Dennis Haugland
 Reviewed by: Melissa Chiodo

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the second 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 changes:

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 and at the regular council meetings on October 28, 2019 and November 12, 2019. The proposed changes and updates were discussed with the City Attorney for revisions and acceptance. The ordinance attached reflects changes made after the November 12, 2019 council meeting.

The first change was made to Section 3 (15). This change is an addition to ordinance and provides a reason for denial if the applicant or licensed massage therapist does not live within 150 miles of the business. The second change was to Section 3 (16) which is also an addition. This change provides a reason for denial if the business does not have a manager or managing partner residing within 150 miles of the business. The last change was to Section 3 (17) which is also an addition. This provides a reason for license denial if the inspection is refused.

ATTACHMENTS

1. City Code Section 4-8-1 **MASSAGE BUSINESS AND MASSAGE THERAPIST LICENSES** with updated language changes underlined and deleted language struck through. New changes after November 12, 2019 are highlighted in yellow.
2. Copy of letter sent to massage businesses
3. Copy of letter sent to massage therapists

**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)(2)(d) (4-8-1(F)(2)(d)) 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:

(d) Whether the applicant has had an interest ~~in~~, as an individual or as part of a corporation, partnership, association, enterprise, entity, 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~~ (~~5~~) ten (10) years from ~~of~~ the date the license application is submitted to the City issuing authority.

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. An applicant for or holder of a massage therapist license does not reside within one hundred and fifty (150) miles from the business premises where the massage therapist will be providing or provides therapeutic massage services.

16. An applicant for or holder of a therapeutic massage business license does not have a managing partner or manager of the massage business who resides within one hundred and fifty (150) miles from the location of the business premises.

17. An applicant for or holder of a therapeutic massage business license or their employees or agents refuse to allow an inspection of the massage business premises as authorized by 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:

4. 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



City of Inver Grove Heights Police Department

8150 Barbara Ave, Inver Grove Heights, MN 55077

(651) 450-2525

Fax (651) 450-2543

Name of Business

Address

Inver Grove Heights, MN 5507x

To whom it may concern,

At the November 12, 2019 Inver Grove Heights City Council meeting the second reading of the proposed changes to the massage therapy licensing ordinance were read before the council and the public. Suggestions were made by members of the public pertaining to the proposed changes. If you have any suggestions, questions, comments or concerns they can be handled in two ways. You can reach out to me either by phone or email or you can attend the city council meeting on December 9, 2019 at 7pm. The next reading date has changed from the previous correspondence that I had sent to you (now December 9, 2019 (instead of November 25, 2019).

Respectfully,

Commander Dennis Haugland

dhaugland@invergroveheights.org

651-450-2460

Corrected version. Dates changed from 2020 to 2019



City of Inver Grove Heights Police Department

8150 Barbara Ave, Inver Grove Heights, MN 55077

(651) 450-2525

Fax (651) 450-2543

Name

Address

At the November 12, 2019 Inver Grove Heights City Council meeting the second reading of the proposed changes to the massage therapy licensing ordinance were read before the council and the public. Suggestions were made by members of the public pertaining to the proposed changes. If you have any suggestions, questions, comments or concerns they can be handled in two ways. You can reach out to me either by phone or email or you can attend the city council meeting on December 9, 2019 at 7pm.

Respectfully,

Commander Dennis Haugland

dhaugland@invergroveheights.org

651-450-2460

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER DENIAL OF AN INDIVIDUAL THERAPEUTIC MASSAGE LICENSE SUBMITTED UNDER ORDINANCE 4-8-1-D(2)

Meeting Date: December 9, 2019

Item Type: Police

Prepared by: Melissa Chiodo, Chief of Police

Reviewed by: Melissa Chiodo, Chief of Police

Contact: 651-450-2528

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Council is requested to deny the **Individual Therapeutic Massage License Application** of Chunyan Fu. Ordinance Title 4, Chapter 8, Article D, Section 2 requires applicants for individual Therapeutic Massage License complete and submit an application and meet certain criteria for the license to be issued.

SUMMARY

On October 29, 2019 Chunyan Fu submitted an application to the City of Inver Grove Heights for an individual Therapeutic Massage License to work at Beauty Life LLC, DBA Life Massage & Spa located at 9086 Buchanan Trail.

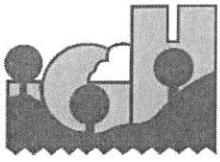
After a review of the investigators background check of Ms. Fu the police department is recommending denial of her application for an individual Therapeutic Massage License. There were several omissions of employment and residences on her application. Additionally, investigators checked a phone number listed for a place of current employment for Ms. Fu that she failed to list in her application. The phone number was checked in investigative data bases and was found to have almost 200 postings on websites that are used for Sex Trafficking and Human Trafficking.

Applicants agree to the following declaration on their application:

I hereby certify or declare under penalty of perjury under the laws of the State of Minnesota that I have read and understand every question in this application and that the answer to every question and in all supplemental documents submitted on behalf of this application, regardless of when it is discovered, and or the failure to give required pertinent information constitutes cause for the immediate revocation of any and all licenses and /or permits issued hereunder and may be grounds for prosecution for perjury. All information given is subject to verification by the State of Minnesota.

ATTACHMENTS

1. Redacted Individual Massage Therapy License for Ms. Chunyan Fu
2. Resolution for Denial of Individual Massage Therapy License
3. Investigators Supporting Documents



This is a printable form. You can save it to your computer, fill it in electronically, then print it and bring it to City Hall when ready to submit. Please contact City Clerk at:
 cityclerk@invergroveheights.org or by
 calling 651-450-2513 when ready.

APPLICATION FOR INDIVIDUAL MASSAGE THERAPIST LICENSE OR THERAPEUTIC MASSAGE BUSINESS LICENSE

City of Inver Grove Heights

8150 Barbara Ave, Inver Grove Heights, MN 55077 • (651) 450-2500 • Fax (651) 450-2502 • www.invergroveheights.org •

All persons performing massage in the City of Inver Grove Heights must be licensed and meet the following requirements: Provide **proof of completion** of a program of at least 500 contact hours of combined massage therapy theory and practice training from: **1)** a school accredited by the U.S. Department of Education, (<https://ope.ed.gov/dapip/#/home>) **OR 2)** a program accredited by the Commission On Massage Therapy Accreditation (COMTA – <https://comta.org/>) For more information, search for the Massage Therapy ordinance at https://www.sterlingcodifiers.com/codebook/index.php?book_id=542.

IMPORTANT: The licensing process may take up to 90 days to complete.

Choose Which License:	☒ Massage Therapist License - Individual	☐ Therapeutic Massage <u>Business</u> License
Fees:	\$175/Background Fee + \$ 50/Individual License Fee = \$225 TOTAL	\$500/Background Fee (Includes one therapist) + \$100/License Fee = \$600 TOTAL *Additional therapists pay the Individual License fees.
Complete Parts:	Part 1, Part 2, Part 4, Part 5	Part 1, Part 3, Part 4, Part 5, Part 6

Submit this completed form with a color copy of driver's license or government issued photo ID attached.

Part 1 ALL APPLICANTS COMPLETE PART 1						
PERSONAL INFORMATION						
First Name <i>Chunyan</i>	Middle Name	Last Name <i>Fu</i>	Place of Birth (City, State): [Redacted]	Date of Birth: [Redacted]		
Height: [Redacted]	Weight: [Redacted]	Eye Color: [Redacted]	Hair color: [Redacted]			
Residential Street Address: [Redacted]			City: [Redacted]	State: [Redacted]	Zip Code: [Redacted]	
Phone Number: [Redacted]		U.S. Citizen: [Redacted]	If non-U.S. citizen list home country and attach proof of eligibility to work in U.S.: [Redacted]			
Email Address: [Redacted]						
Social Security Number (SSN): [Redacted]			Individual Tax Identification Number (ITIN) if applicable: [Redacted]			
List your first, middle, and/or last names you have ever used or been known by – (please copy form as needed)						
First:		Middle:		Last:		
First:		Middle:		Last:		
First:		Middle:		Last:		
List your Residences for the past Five (5) Years – (please copy form as needed)						
Street Address	City	State	Zip	From (MM/YY)	To (MM/YY)	
<i>4511A 2100 Hughes St</i>	<i>midland</i>	<i>TX</i>	<i>79703</i>	<i>11/2014</i>	<i>07/2015</i>	
<i>2203 Beach Ct</i>	<i>Golden</i>	<i>CO</i>	<i>80401</i>	<i>8/2015</i>	<i>3/2017</i>	
<i>2590 Germain St</i>	<i>Saint Paul</i>	<i>MN</i>	<i>55109</i>	<i>3/2017</i>	<i>NOW</i>	
List Name and Address of Employer and Occupation for the past Five (5) Years – (please copy form as needed)						
Employer & Occupation	Phone Number	Street Address	City/State	Zip	From (MM/YY)	To (MM/YY)
<i>Chunmei Chen</i>		<i>4511 N. Midkiff Rd</i>	<i>Midland, TX</i>	<i>79705</i>	<i>11/2014</i>	<i>07/2015</i>
<i>Lisa</i>		<i>14500 W. Colfax Ave Ste 108</i>	<i>Lakewood, CO</i>	<i>80401</i>	<i>3/2016</i>	<i>3/2017</i>
<i>Li Li Liu</i>		<i>5925 S. University Blvd</i>	<i>Greenwood, CO</i>	<i>80121</i>	<i>8/2015</i>	<i>3/2016</i>
<i>Simon Chen</i>	<i>763-221-2911</i>	<i>1595 Hwy 36 West, Suite</i>	<i>Excelsior, MN</i>	<i>55013</i>	<i>3/2017</i>	<i>NOW</i>

#698

APPLICATION FOR THERAPEUTIC MASSAGE LICENSE

PART 1 CONTINUED ALL APPLICANTS COMPLETE PART 1

Criminal History, Arrest Records, Warrant Information, and Other Relevant Records – (please copy form as needed)

Have you ever been convicted of any felony crimes or ordinance violations, other than traffic offenses?

☐ Yes ☒ No

If yes, list – Attach additional sheets if necessary

Offense	Fine/Penalty	Location (City/State)	Date of Occurrence:

Have you been convicted of violation of any federal, state, or local law relating to the operation of any business requiring a license?

☐ Yes ☒ No

If yes, list – Attach additional sheets if necessary

Offense	Fine/Penalty	Location (City/State)	Date of Occurrence:

REFERENCES

List three (3) references of good moral character who are not related to you and do not have a financial interest in the premises of the business who can attest to your character. These individuals must live within the Twin Cities Metropolitan area

Name (First/Last)	Phone Number	Street Address	State	Zip

CERTIFICATE OF PROFESSIONAL LIABILITY

Are you currently insured for professional liability to practice massage? ☒ YES ☐ NO

If yes, list insured information- Attached Certificate of Profession Liability with \$1,000,000.00 insurance coverage

Insurer	Phone Number	Street Address	State	Zip
Massage Magazine Insurance Plus	866-756-4026	2001 Liberty St. 16th floor	NY	10281

ADDITIONAL INFORMATION

Additional information you want to include that was not required in Part 1:

APPLICATION FOR THERAPEUTIC MASSAGE LICENSE

PART 2 ONLY MESSAGE THERAPIST LICENSE APPLICANTS COMPLETE PART 2

THERAPEUTIC MASSAGE BUSINESS INFORMATION

Therapeutic Massage Business Name (DBA) where applying to be an Individual Therapist:

Beauty Life LLC. DBA. Life Massage & Spa.
 Street Address of Licensed Premises: 9086 Buchanan Trl
 Business Contact (first and last name): Fang Yang
 Zip Code: 55076
 Business Phone:
 Contact's Phone Number:

THERAPEUTIC MASSAGE ACADEMIC INFORMATION

Attach diploma/certificate of graduation showing completion of a program of at least 500 hours of certified therapeutic massage training AND certified copy of transcript of academic record from accredited institution.

Name of School Attended: The American Academy of Acupuncture and Oriental Medicine 5/2019 - 10/2019
 Street Address: 1925 West County Road B-2, Roseville, MN
 Contact (first and last name): Changzhen Gong
 Zip Code: 55113
 Business Phone: 651-631-0204
 Business Contact's Phone Number: 952-200-7086

INDIVIDUAL MESSAGE THERAPIST LICENSE HISTORY

Are you currently licensed as a Massage Therapist in another city? ☒ Yes ☐ No If yes, list City's information - (please copy form as needed)

City	Street Address	State	Zip
Golden Denver	1560 Broadway Suite 1350	CO	80202
Roseville	2203 Beach Ct	CA	95611
Circle Pines	159 2660 Civic Center Dr.	MN	55113
Tallahassee	200 Civic Heights Cir.	MN	55014
	4052 Bald Cypress Way, Bldg #10	FLORIDA	32399

Have you ever been denied or rejected for an individual Massage Therapist License? ☐ Yes ☒ No If yes, list - (please copy form as needed)

City	Street Address	State	Zip

Have you as an individual or as part of a corporation, partnership, association, enterprise, business or firm ever had a Massage Therapist License revoked or suspended within the last (5) years of this application? ☐ Yes ☒ No If yes, list - (please copy form as needed)

City	Street Address	State	Zip

Have you ever owned and/or operated a Therapeutic Massage Business? ☐ Yes ☒ No

If yes, list - (please copy form as needed)

Employer & Occupation	Phone Number	Street Address	City/State	Zip	From (MM/YY)	To (MM/YY)

APPLICATION FOR THERAPEUTIC MASSAGE LICENSE

PART 3 ONLY THERAPEUTIC MASSAGE BUSINESS LICENSE APPLICANTS COMPLETE PART 3			
TYPE OF THERAPEUTIC MASSAGE BUSINESS <i>Check one box.</i>			
Individual/Sole Proprietorship ☐	Business/Firm ☐	Partnership ☐	
Corporation ☐	Limited Liability Company ☐	Other Entities ☐	
ADDITIONAL REQUIREMENTS FOR THE FOLLOWING THERAPEUTIC MASSAGE BUSINESS APPLICANTS			
Partnerships	1. All partners must complete Part 1 of application in conjunction with one (1) partner completing entire application.		
	2. Managing Partners need to be designated: <i>(please copy form as needed)</i>		
	Managing Partner (First/Last)	Title	
	3. Each Partner (General and Limited) shall have their interest disclosed: <i>(please copy form as needed)</i>		
	Partner who controls an Interest (First/Last)	Percent of Interest	
	4. Attach: 1. A true copy of the Partnership Agreement and a copy 2. A true copy of trade name under MN Statute §333.02 (Certified by the Clerk of District Court)		
Corporations and other Organizations or Entities	1. Corporation/Association/Other Organization Name		
	2. State of Incorporation (Must be authorized to do business in Minnesota)		
	3. Attach: 1. A true copy of the certificate of incorporation and if a Foreign corporation a certificate of authority as described in MN Statute §303.02 2. Articles of Incorporation of Association Agreement 3. By-laws of the Corporation		
	4. All persons (General Manager, corporate officers, proprietor and other persons in charge) must complete Part 1 of application in conjunction with one (1) person completing entire application.		
	NAME/ADDRESS OF THERAPEUTIC MASSAGE BUSINESS		
	Therapeutic Massage Business Name (DBA):		
Street Address of Premises:		Business Contact (first and last name):	
Zip Code:	Business Phone:	Contact's Phone Number:	
Floor Number (if applicable):	Suite Number (if applicable):	Business Email Address & Website Address:	
MESSAGE THERAPIST BUSINESS LICENSE HISTORY			
Is the corporation, partnership, association, enterprise, business or firm currently licensed as a Massage Therapist Business in another city? ☐ Yes ☐ No			
If yes, list City's information – <i>(please copy form as needed)</i>			
City	Street Address	State	Zip

APPLICATION FOR THERAPEUTIC MASSAGE LICENSE

PART 3 CONTINUED ONLY THERAPEUTIC MASSAGE BUSINESS LICENSE APPLICANTS COMPLETE PART 3

Has the corporation, partnership, association, enterprise, business or firm ever been denied or rejected for a Therapeutic Massage Business License? ☐ Yes ☐ No

If yes, list – (please copy form as needed)

City	Street Address	State	Zip

Has the corporation, partnership, association, enterprise, business or firm ever had a Therapeutic Massage Business License revoked or suspended within the last (5) years of this application? ☐ Yes ☐ No

If yes, list – (please copy form as needed)

City	Street Address	State	Zip

BUSINESS PREMISES INFORMATION

Business premises is owned by

Owner (First/Last Name)	Phone Number	Street Address	State	Zip

Is the business premises in the construction planning phase or currently under construction? ☐ Yes
☐ No (the premises is already constructed)

If business premises is preexisting will there be any building changes/modifications to your work space? ☐ Yes ☐ No

If yes, explain the scope of work;

Are the business premises design plans on file with the city's building and inspections department? ☐ Yes ☐ No

If No, Attach plan/sketch showing dimensions, location of buildings, street access, parking facilities configuration, interior dimension & total floor space.

Are there any real estate taxes, personal property taxes, special assessments, or other financial claims delinquent or unpaid for the premises to be licensed? If yes, give details:

--

PROFESSIONAL LIABILITY

Are you currently insured for professional liability to practice massage? ☐ Yes ☐ No

If yes, list insurer information – Attach certificate of professional liability with \$1,000,000.00 limits

Insurer	Phone Number	Street Address	State	Zip

LIST OF THERAPISTS THAT WILL BE WORKING AT MASSAGE THERAPIST BUSINESS – (please copy form as needed)

Name (First/Last)	Contact number	Address

APPLICATION FOR THERAPEUTIC MASSAGE LICENSE

PART 4 ALL APPLICANTS COMPLETE PART 4

DATA PRIVACY ADVISORY

Review the Attached:

Massage License/Permit - Data Privacy Advisory

Complete the Attached:

Massage License/Permit Applicant General Authorization and Release and Criminal History Background Check Consent Form.

PART 5 ALL APPLICANTS COMPLETE PART 5

TENNESSEN WARNING AND AUTHORIZATION (VERIFICATION)

The data you furnish on this application will be used by the City of Inver Grove Heights to assess your qualifications for licensure. Disclosure of this information is voluntary. You are not legally required to provide this data; however, if you fail to do so, the City of Inver Grove Heights may be unable to process this application. Disclosure of your Social Security number, Minnesota Tax ID Number, or Individual Tax ID Number is required by Minnesota Statutes 270C.72 and your Social Security number may be requested by and released to the Department of Revenue. Upon submission of this application, all information except your Social Security Number will be public information pursuant to Minnesota Statutes, Chapter 13.

I have no intention or agreement to transfer the license to another person, or to allow any other person or entity to operate under the authority of the license.

I understand that by submitting this application as an individual and operating a massage business in the City of Inver Grove Heights, I hereby consent to allow the appropriate City personnel, or any authorized representative or agents, to inspect the licensed premises for the purpose of ensuring compliance with the law, at any time the business is occupied and/or open for business. I also understand that a denial of permission for such a lawful inspection of the premises is a violation of the license provisions.

I have received from the City of Inver Grove Heights a copy of the ordinance that regulates the activity for which I am applying for licensure and I agree to familiarize myself with the provisions of said ordinance.

I will strictly comply with all the laws of the State of Minnesota governing the rules and regulations of operating a massage business and all ordinances of the City of Inver Grove Heights. I hereby certify or declare under penalty of perjury under the laws of the State of Minnesota that I have read and understand every question in this application and that the answer to every question and in all supplemental documents submitted on behalf of this application are true and correct to the best of my knowledge, information and belief. I further understand that the giving of false information in this application, regardless of when it is discovered, and or the failure to give required pertinent information constitutes cause for the immediate revocation of any and all licenses and/or permits issued hereunder and may be grounds for prosecution for perjury. All information given is subject to verification by the State of Minnesota.

A NOTARIZED SIGNATURE IS REQUIRED IN ORDER TO PROCESS THIS APPLICATION

Signature ~~Chunyan Fu~~ Chunyan Fu Date 10/29/2019

SUBSCRIBED AND SWORN TO BEFORE ME THIS 29 day of October, 2019

Signature of Notary Public Marlys Sue Beckers Sweeney My Commission expires On: Jan 31, 2021



PART 6 ONLY THERAPEUTIC MASSAGE BUSINESS LICENSE APPLICANTS COMPLETE PART 6

VCI FINANCIAL RELEASE

Review the Attached:

Disclosure Regarding Background Investigation

Complete the Attached:

Verified Credentials, Authorization To Collect, Use And Release Financial Information



City of Inver Grove Heights Police Department
8150 Barbara Ave, Inver Grove Heights, MN 55077 (651) 450-2525
Fax (651) 450-2543

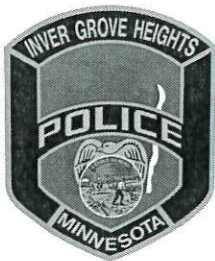
Massage License/Permit
Data Privacy Advisory

The Minnesota Data Practices Act requires the City of Inver Grove Heights to inform you of your rights about the private data we are requesting on the **Applicant General Authorization and Release and Criminal History Background Check Consent Form**.

As part of this application, you are asked to provide private and/or confidential information about yourself that will be used to check driving history, criminal history, arrest records, warrant information, other relevant records from third party law enforcement databases.

You may refuse to provide this information. However, should you refuse; our investigation cannot be completed and will result in your application not being processed. The information you provide is public and will be used by the City of Inver Grove Heights Police Department, Licensing Department, the Inver Grove Heights City Council, and the general public.

Complete the attached: **Massage License/Permit Applicant General Authorization and Release and Criminal History Background Check Consent Form**.



City of Inver Grove Heights Police Department
8150 Barbara Ave, Inver Grove Heights, MN 55077 (651) 450-2525
Fax (651) 450-2543

Massage License/Permit

**Applicant General Authorization and Release
and Criminal History Background Check Consent Form**

To: The City of Inver Grove Heights, the Inver Grove Heights Police Department and the Minnesota Bureau of Criminal Apprehension:

I, Chunyan Fu, hereby authorize and grant my informed consent to permit you to obtain, release to and make available to the City of Inver Grove Heights and/or its agents and/or representatives, data classified as private which concerns me and which may be in or come into your possession. The data, which by my signature, I authorize to be released, consists of *both public and private* data as defined in Minnesota Statutes 13.02, Subdivision 12 and has been collected by you as a result of my contact and associations with you and/or your representatives. The information for which release is authorized includes all data which has been collected, created, received, retained or disseminated in whatever form it exists.

That information to be released may relate to my dealing with any law enforcement agency and specifically includes criminal history data that will be obtained from the MN Bureau of Criminal Apprehension.

I understand that the purpose of permitting the City of Inver Grove Heights to have access to this information is to determine my suitability for issuance of a **Massage license** from the City of Inver Grove Heights.

By signing this authorization, I hereby release the MN Bureau of Criminal Apprehension, the City of Inver Grove Heights, its officers and its agents from any and all liability resulting from the release, receipt or use of all data, regardless of accuracy.

Failure to sign this authorization form will disqualify me from receiving a City License/ Permit from the City of Inver Grove Heights.

This authorization shall be valid for the period of **one year**, but I reserve the right to, at any time prior to that expiration, cancel the written authorization by providing written notice pursuant to this consent to the City of Inver Grove Heights.

PLEASE NEATLY PRINT THE INFORMATION REQUESTED BELOW. INCOMPLETE OR ILLEGIBLE FORMS WILL BE RETURNED AND WILL SLOW YOUR APPLICATION PROCESS.

<u>Fu</u> Last Name	<u>Chunyan</u> First Name	 Full Middle Name
		
 Date of Birth (mm/dd/year)	 Male/Female	 Driver's License Number
		
 Street Address	 City, State, ZIP	 /

NOTE: THIS IS A LEGALLY BINDING AUTHORIZATION. YOU MAY WISH TO CONSULT WITH A LAWYER BEFORE SIGNING.

Chunyan Fu Signature 10/29/2019 Date

PLEASE ATTACH COPY OF YOUR DRIVER'S LICENSE, COLOR PREFERRED, WITH PICTURE OF LICENSE HOLDER AND DATA CLEARLY VISIBLE AND LEGIBLE.

FOR: Chunyan Fu - Individual Massage Therapy License

FOR CITY USE ONLY

Tentative Due Date: <u>November 27, 2019</u>	Date received and license fee paid: <u>10/29/19</u> <u>\$50 - License Fee</u> <u>\$175 - B/a Fee</u>	Deposit Required: ____ Yes Amount collected: _____ ____ No
Financials: ☐	Other: ☐	Other: ☐

FOR POLICE DEPARTMENT USE ONLY

Case File #: <u>19-3429</u>	Investigator: <u>Ranbaum</u>	Date assigned: <u>10/30/19</u>	Date completed: <u>11/25/19</u>
--------------------------------	---------------------------------	-----------------------------------	------------------------------------

BACKGROUND CHECKS

RMS ☒	CCH ☒	QDP ☐
Third Party LE Database ☒	MyBCA ☒	Statewide Supervision ☒
Social Media ☐	Current Employers ☒	Previous Employers ☒
Current City of employment ☐	Past City of employment ☐	Business documents ☒
Other: ☐	Other: ☐	Other: ☐
Other: ☐	Other: ☐	Other: ☐

INVESTIGATION SUMMARY

Approval Recommended	
The investigation is complete and <u>there is nothing</u> in the background of the applicant <u>which excludes</u> them from obtaining a license (see incident report for further information).	☐
Denial Recommended	
The investigation is complete and <u>there is information</u> in the background of the applicant <u>which excludes</u> them from obtaining a license (see incident report for further information).	☐

CHIEF'S REVIEW

I respectfully submit the investigation findings to the City Council for use in determining whether the applicant should be granted a new or renewed license.

Signature: _____ Date: _____, 20__

Chief of Police



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 19003429
Title: Massage Therapy License
Case Disposition: Inactive

INCIDENT INFORMATION

Charges/Citation:		Address:	9086 BUCHANAN Trail INVER GROVE HEIGHTS, MN 55076; Dakota US Beauty Life LLC Life Massage & Spa
Incident Type:	Background	Location Description:	& Spa
Start Date:	2019-10-30 08:30	Parties Involved:	
End Date:	2019-11-15 10:14	Fu, Chunyan (no middle name)	[REDACTED]
Reported Date:	2019-10-30 08:30	Mentioned	
		Beauty Life LLC Life Massage & Spa	
		Liu, Annabel Peng	[REDACTED] Mentioned

OFFICER INFORMATION

Name	Agency	Badge	Role
Shane Rambaum	Inver Grove Heights	3639	Investigator

SYNOPSIS OF EVENTS

A background was completed for a massage therapy license in the 9000 Buchanan Trail.

NARRATIVE

On Oct. 30th, 2019, I was assigned to conduct a background investigation on Chunyan Fu for a massage therapy license at 9086 Buchanan Trail. I ran Chunyan through numerous law enforcement databases and checked her criminal history. Chunyan received a massage license in Roseville in 2017 and renewed it in 2018. Chunyan also received a massage license in 2018 from Circle Pines. Chunyan was also mentioned in a report out of White Bear Lake for a code enforcement at a business in 2019. I verified her insurance. Chunyan's schooling was not located on Minnesota Office of Higher Education or COMTA; but I did speak with Minnesota Office of Higher Education who stated Chunyan's school is approved by them. I verified Chunyan attended the American Academy of Acupuncture and Oriental Medicine.

I reviewed Roseville's massage ordinance online and they require 600 hours of successfully completed course work from a school approved by the American Massage Therapist Association. I called and spoke with a Roseville employee who advised that Chunyan gave them transcripts to Aberdeen College out of California.

While reviewing the application, I noticed Chunyan did not list her California address on her application when her driver's license was issued in 2016. Chunyan wrote on her application she had a massage license in Florida and Circle Pines, MN but did not list any work history.

CASE #: 19003429

INCIDENT REPORT



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 19003429

Title: Massage Therapy License

Case Disposition: Inactive

CASE #: 19003429

INCIDENT REPORT

On Nov. 18th, 2019, I called and spoke with Chunyan. I asked Chunyan why she did not put her California address on her application and she stated she now lives in Minnesota. I asked about her having a Florida massage license but no work history or residence listed in that state. Chunyan stated she applied for a massage license and was granted one; but has never lived or worked in Florida. I asked her if she was working in Circle Pines as a massage therapist and she stated "yes". I asked her why she did not list that as one of her employers in the last 5 years and she stated she forgot. Chunyan stated she started working there March 2017 until August 2018. The address she provided was 9201 Lexington Ave. in Circle Pines called Liu Therapeutic Massage. I asked Chunyan why she attended two different schools for massage therapy and she stated that most cities in Minnesota do not accept the schooling she took in California at Aberdeen College. Our conversation was recorded and saved to the case file.

On Nov. 18th, 2019, I called Liu Therapeutic Massage and spoke with Annabel who is the owner of the business. Annabel stated that Chunyan still worked there and mostly on weekends when they are busy. Our conversation was recorded and saved to the case file.

Investigator Kelting searched HT Spotlight, which is a law enforcement investigative website focused on human trafficking, for the business phone number Chunyan left from her job history. There were 123 results including posts from Backpage and Call Escort with young Asian females dressed in clothing showing off cleavage. One of the posts states " your fantasy is in our hands, 6 hands available" which means three girls at one time giving a massage. I saved three ads to the case file.

On Nov. 19th, 2019, I met with Chunyan at the police department at her request. I again asked Chunyan why she did not put one of her employers on the application and she stated she only works there a few days a week and she thought it was asking for full time jobs only. I asked her to clarify why she told me she worked at the Circle Pine's location from March 2017 until August 2018, when I spoke with the owner who stated she still worked there. Chunyan stated I must have misunderstood her. Chunyan said she arrived in Minnesota in 2017 and began working at Liu Therapeutic Massage in August 2018. I told Chunyan that we did a search on the phone number for Liu Therapeutic Massage and it showed numerous posts on Backpage and on Call Escorts. Chunyan then asked if they were doing illegal things there and I told her that Backpage was shut down by the government due to massage places and other people using the site/page to solicit services for sex. I showed Chunyan one post from Backpage. I told her if I owned a massage business, I would not show pictures of young Asian females showing off cleavage or talking about "fantasy" and she agreed. I then asked Chunyan about leaving her California address off the application and she stated she only lived there for about 2 weeks. Chunyan said she was unsure if she would be working full time or part time. Chunyan stated she was asked to help get the business up and running due to the owner of the business recently having a baby. Our conversation was recorded and saved to evidence.com.



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 19003429
Title: Massage Therapy License
Case Disposition: Inactive

No further information.

PARTIES INVOLVED

PERSON 1

Role(s): Mentioned

Last: Fu First: Chunyan Middle: (no middle name) Date of Birth: [REDACTED]

Sex: Female Race: Height: Weight: Hair:

Residence: 2590 Germain Street; St. Paul, MN 55109; Ramsey US

Residence Type: RESIDENCE/HOME

Cell Phone: [REDACTED] Description:

BUSINESS 1

Role(s): Mentioned

Business Name: Beauty Life LLC Life
Massage & Spa

Location: 9086 BUCHANAN Trail; INVER GROVE HEIGHTS, MN 55076; Dakota US

Unknown: (000)000-0000 Description:

PERSON 2

Role(s): Mentioned

Last: Liu First: Annabel Middle: Peng Date of Birth: [REDACTED]

Sex: Female Race: Height: [REDACTED] Weight: [REDACTED] Hair:

Residence: [REDACTED]

Residence Type: RESIDENCE/HOME

Cell Phone: [REDACTED] Description:

Work Phone: (763)786-4163 Description:

PROPERTY INFORMATION

ID: 39-1 Associated with:

Description: Photos of 3 advertisements

Quantity: 3 Unit Price: 0 Value: 0.00

Brand Name: Model:

Code: evidence Forfeiture: No Serial Number:

Property Category: Other

Color:

Owner Applied Number:

ID: 39-2 Associated with:

Description: two phone conversations with Chunyan

Quantity: 2 Unit Price: 0 Value: 0.00

Property Category: Other

CASE #: 19003429

INCIDENT REPORT



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 19003429

Title: Massage Therapy License

Case Disposition: Inactive

Brand Name:	Model:	Color:
Code: evidence	Serial Number:	Owner Applied Number:

ID: 39-3	Associated with:	
Description: phone conversation with Annabel		
Quantity: 1	Unit Price: 0	Value: 0.00
Brand Name:	Model:	Property Category: Other
Code: evidence	Serial Number:	Color:
		Owner Applied Number:

CASE #: 19003429

INCIDENT REPORT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2019

PRODUCER

Insurance Plus
866-756-4026
Willis of New York, Inc., Brookfield Place
200 Liberty Street, 6th Floor
New York, NY 10281

INSURED

Chunyan Fu
2590 Germain St
Maplewood, MN 55109

Ins. # 281735

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Aspen Specialty Insurance Company

10717

Report all claims to Insurance Plus Program via e-mail at
ProfessionalLiabilityClaims@aspen-insurance.com

INSURER B:

INSURER C:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	#LRAFVTX19A0M	10/25/2019	10/25/2021	EACH OCCURRENCE \$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS MADE X OCCUR				MED EXP (Any one person) \$ N/A
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 2,000,000
	X POLICY PRO-JECT LOC				GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					BUS. PERS. PROP. AGG / DED \$ 1,000/ \$250
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO				
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				
	HIRED AUTOS				BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS				
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
	OCCUR CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability	#LRAFVTX19A0M	10/25/2019	10/25/2021	2,000,000 per occurrence / \$3,000,000 annual aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Not Applicable

CERTIFICATE HOLDER

Not Applicable

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

The American Academy of
Acupuncture and Oriental Medicine
upon recommendation of the graduation committee
has conferred upon

Chunyan Fu

The Certificate of Chinese Tuina Massage Program

with all its privileges and obligations.

Given at Roseville, in the state of Minnesota,
this twenty-sixth day of October, two thousand and nineteen.



Changzhen Gong, Ph.D.
President

NO. 1217

CITY OF MAPLEWOOD | POLICE DEPARTMENT

1830 East County Road B, Maplewood, MN 55109



Case MAINV19501151

Printed on December 5, 2019

Status Approved
Report Type Investigations
CIBRS Classification Excluded from CIBRS
Primary Officer David Kvam
Investigator David Kvam
Records Technician [REDACTED]
Reported At 10/16/19 16:08
Incident Date 10/16/19 16:08
Incident Code COD : COD - Code Enforcement
Location 1830 COUNTY ROAD B E, MAPLEWOOD, MN 55109 (Maplewood Police Department)
Zone S3

Disposition R - Report
Disposition Date/Time 10/16/19 16:08
Disposition Comments

Investigative staff conducted unannounced inspections of massage therapist businesses.

Review for Gang Activity None

Asst Officers

443 - Parker, James (Ryan)

Bias Based On
Bias Targets
Bias Circumstances

Offense Information

Offense Massage Parlor Check
Statute 9923
NIBRS Code 999 - NIBRS Non-reportable
Counts 1
Include In NIBRS Yes
Completed Yes
Bias Motivation None (no bias)
Location Commercial/Office Building
Entry Forced No

Other

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

FU, CHUNYAN

Female, [REDACTED]

526 S. GARFIELD AVE
MONTEREY PARK, CA 91754

Mentioned: 9923 - 9923 - Massage Parlor Check

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

LI, RONGRONG

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Mentioned: 9923 - 9923 - Massage Parlor Check

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

Primary Narrative By David Kvam, 10/17/19 08:01

On 10-16-2019 Det. Parker, Fire Chief Lukin, and I (Cmdr. Kvam, 174) conducted inspections of the publicly accessible, and city licensed, massage businesses within the City of Maplewood. Prior to conducting the inspections, I obtained a list of the licensed centers, including the name of the business license holder and the massage therapists authorized to perform massage at each of the facilities from Business Licensing Specialist Regan Beggs. I saved a copy of the list provided by Ms. Beggs to the case file. A synopsis of our interaction at each business follows:

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

We next visited Fantastic Massage, 2225 White Bear Avenue, arriving at approximately 1403 hours. The interaction at this business was also recorded via body camera. Upon entering the business, we were met by a young woman later identified with a California driver license as CHUNYAN FU. FU did not seem to understand English very well, so I asked for LI, who I had met and talked with on 8-27-2019 regarding her business. RONGRONG LI, the business owner, emerged from the first massage room, her hands still greasy from performing massage.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] uploaded the body worn camera video to the department's digital evidence storage system.

Disposition: Noted



AAAOM

AMERICAN ACADEMY
of ACUPUNCTURE & ORIENTAL MEDICINE

1925 West County Road B-2, Roseville, MN 55113, (651) 631-0204

July 12th, 2019

To Whom It May Concern:

This letter is to certify that Ms. Chunyan Fu is currently enrolled in the Chinese Tui Na Massage Program as a full-time student at the American Academy of Acupuncture and Oriental Medicine (AAAOM). The Chinese Tui Na Massage Program at AAAOM runs six months.

If you need any further information, please call me at (651) 631-0204.

Sincerely yours,

Changzhen Gong, Ph.D.
President



AAAOM

AMERICAN ACADEMY
of ACUPUNCTURE & ORIENTAL MEDICINE

1925 West County Road B-2, Roseville, MN 55113, (651) 631-0204

July 12th, 2019

To Whom It May Concern:

This letter is to certify that Ms. Chunyan Fu is currently enrolled in the Chinese Tui Na Massage Program as a full-time student at the American Academy of Acupuncture and Oriental Medicine (AAAOM). The Chinese Tui Na Massage Program at AAAOM runs six months.

If you need any further information, please call me at (651) 631-0204.

Sincerely yours,

Changzhen Gong, Ph.D.
President

Massage Center Name	Owner Name	Massage Center Address	Massage Therapists Licensed at Massage Center
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
FANTASTIC MASSAGE	RONGRONG LI	2225 WHITE BEAR AVE N STE 1 MAPLEWOOD MN 55109	RONGRONG LI
			HUINING LIU
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED]

Massage Center Name	Owner Name	Massage Center Address	Massage Therapists Licensed at Massage Center
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
FANTASTIC MASSAGE	RONGRONG LI	2225 WHITE BEAR AVE N STE 1 MAPLEWOOD MN 55109	RONGRONG LI
			HUINING LIU
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED]

Your fantasy is in our hands by appointment only



POST ID	1265016
COLLECTED	Thu, Apr 05, 2018 03:46PM CDT
POSTED	Not available
PHONE(S)	(763) 786-4163
EMAIL ADDRESS(ES)	No email addresses available
AGE	21 years old
LOCATION	Minneapolis / St Paul, Minnesota Minneapolis / St. paul, Minnesota
SOURCE	callescott
WEBSITE(S)	No websites available

- HIDE DETAILS

ABOUT THIS AD

ACTIVITY

Are you sore or in pain ? Plz come in to find out why we are the best in MN Cash only at this point Tel:763-786-4163 10:00-9:00 • Location: Minneapolis St. paul, Minnesota

❖❖❖❖❖❖ your fantasy is in our hands, 6 hands available ❖❖❖❖❖❖



POST ID	28665817
COLLECTED	Tue, Mar 27, 2018 05:11PM CDT
POSTED	Tue, Mar 27, 2018 03:04PM CDT
PHONE(S)	(763) 786-4163
EMAIL ADDRESS(ES)	No email addresses available
AGE	Not available
LOCATION	Minnesota, Minnesota Minneapolis / St. paul, Minnesota
SOURCE	backpage
WEBSITE(S)	https://www.facebook.com/Li...

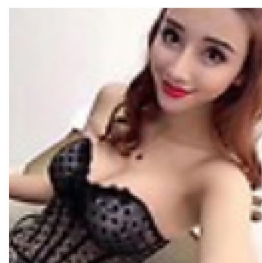
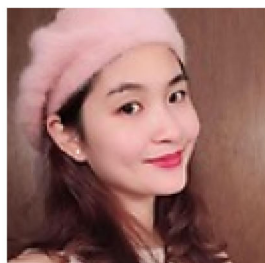
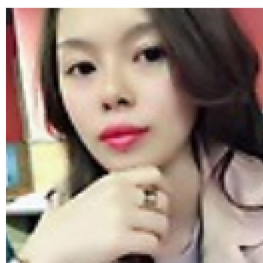
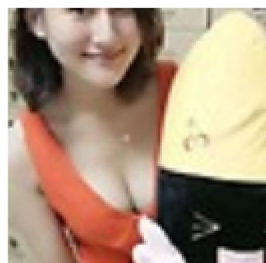
- HIDE DETAILS

ABOUT THIS AD

ACTIVITY

Are you sore or in pain ? Plz come in to find out why we are the best in MN Cash only at this point Tel:763-786-4163 10:00-9:00

Young girls Unique massage best place



HIDE DETAILS

POST ID	13740272
COLLECTED	Tue, Mar 20, 2018 11:08AM CDT
POSTED	Tue, Mar 20, 2018 11:03AM CDT
PHONE(S)	(763) 786-4163
EMAIL ADDRESS(ES)	No email addresses available
AGE	Not available
LOCATION	Minnesota, Minnesota Minneapolis / St. paul, Shoreview, Lino Lake, Blaine
SOURCE	backpage
WEBSITE(S)	https://www.facebook.com/Li...



Department of Health

CHUNYAN FU

License Number: MA92729

Data As Of 12/6/2019

Profession	Massage Therapist
License	MA92729
License Status	CLEAR/ACTIVE
License Expiration Date	8/31/2021
License Original Issue Date	06/04/2019
Address of Record	216 1/2 S Garfield Ave MONTEREY PARK, CA 91754 UNITED STATES
Discipline on File	No
Public Complaint	No

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.

RESOLUTION NO. 19-_____

**INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION DENYING INDIVIDUAL THERAPEUTIC MASSAGE LICENSE
APPLICATION FOR CHUNYAN FU**

WHEREAS, the City of Inver Grove Heights (City) has enacted a massage therapist licensing ordinance which requires individuals who provide massage services to the public to obtain a massage therapist license from the City prior to engaging in such business; and

WHEREAS, Title 4, Chapter 8, Section 1(F) requires applicants for an individual Therapeutic Massage License to complete and submit the required application, and to meet certain criteria in order for the license to be issued; and

WHEREAS, on October 29, 2019, Chunyan Fu (Ms. Fu), submitted an application for an individual Therapeutic Massage License to the City; and

WHEREAS, the license application indicates that Ms. Fu applied for the license as an individual, offering massage services through Beauty Life, LLC DBA Life Massage & Spa, a business located at 9086 Buchanan Trail in the City of Inver Grove Heights, which business is the holder of a Massage Business License; and

WHEREAS, a review and investigation of Ms. Fu's application for an Individual Therapeutic Massage License revealed several areas of concern and non-compliance with the City Code requirements for issuance of a Massage Therapist License; and

WHEREAS, in particular, the review and investigation of Ms. Fu's application found the following areas of concern and non-compliance:

1. **Failure to List All Places of Employment.** In response to Part 1 on the license application, which requires applicants to list their employers for the past 5 years, Ms. Fu listed a total of four employers, two in Colorado, one in Texas, and one in Roseville, Minnesota. However, Investigator Rambaum's investigation revealed that Ms. Fu was issued a massage license in Circle Pines MN. When Ms. Fu was questioned about this, she stated that she worked at Liu Therapeutic massage in Circle Pines MN from March 2017-August 2018. When Investigator Rambaum called Liu Therapeutic Massage on November 18, 2019, he spoke with the owner who stated that Ms. Fu still works there on weekends. After several conversations Ms. Fu finally admitted that she still works at Liu Therapeutic Massage.
2. **Failure to List All Places of Employment.** During his investigation of Ms. Fu's application, Investigator Rambam located a report from the City of Maplewood Police Department related to an inspection of licensed massage businesses in the city of Maplewood, MN. In that report, in Case MAINV19501151, police personnel inspected the Fantastic Massage business located at 2225 White Bear Ave. N., Ste. 1, Maplewood, MN 55109. During the inspection, Officers found Ms. Fu in the

licensed business. Ms. Fu claimed she was only answering the phone and not performing massage services. The owner of the business told Officers that Ms. Fu was a friend who was helping her with appointments. The owner then stated that Ms. Fu was an intern studying massage therapy. Ms. Fu provided the officers with a letter dated July 12, 2019, from the American Academy of Acupuncture and Oriental Medicine that stated Ms. Fu was currently enrolled in the Chinese Tu Na Massage Program as a full-time student, and that the program runs six months. Ms. Fu did not list employment or an internship with Fantastic Massage in White Bear Lake on her license application.

3. **Failure to List All Residences Within Past Five Years.** In response to Part 1 on the license application, which requires applicants to list their residences for the past 5 years, Ms. Fu listed three states in which she resided, Texas, Colorado and Minnesota. Ms. Fu presented a California Driver's License with her application that was issued 6/30/2016 and expires 10/23/2020. When Investigator Rambaum questioned her why she did not list California as a residence she said that she now lives in Minnesota and only lived in California two weeks.
4. **Failure to List All Residences and Places of Employment.** In response to Part 2 on the license application which requires an individual to list individual massage therapy license history, Ms. Fu listed that she is currently a licensed massage therapist in Florida. She has not listed Florida as a place she has resided or worked on her application. A check of the Florida Department of Health License Verification website shows Ms. Fu has a Massage Therapist license issued by the State of Florida Department of Health on 6/04/2019, with an expiration date of 8/31/2021. Ms. Fu's address of record is listed with the State of Florida Department of Health as 216 ½ S. Garfield Avenue, Monterey Park, CA, 91754. While Ms. Fu obtained a Massage Therapist license in Florida this June, during a November 19, 2019 meeting with Inv. Rambaum, Ms. Fu stated she arrived in Minnesota in 2017 and began working at Liu Therapeutic Massage in August of 2018.
5. **Additional Background Investigation Results.** Investigator Kelting used a law enforcement investigative search site used in Human Trafficking research and discovered that one of the phone numbers listed for Liu Therapeutic Massage was found in 123 posts on Backpage and Call Escorts. These are sites used for sex trafficking and human trafficking. When Ms. Fu was questioned about this she asked if the business where she worked was doing something illegal. Further checks revealed Ms. Fu's place of employment also showed pictures of young females showing off cleavage and advertisements about "fantasy." Several of the Backpage and Call Escorts postings were from 2018, during the time period that Ms. Fu worked at Liu Therapeutic Massage

WHEREAS, the City's application form for an Individual Therapeutic Massage License requires the applicant to provide the information requested on the City's application form, which requires the applicant to declare that "I hereby certify or declare under penalty of perjury under the laws of the State of Minnesota that I have read and understand every question in this application and that the answer to every question and in all supplemental documents submitted on behalf of this application are true and correct to the best of my knowledge, information, and belief. I further understand that the giving of false information in this application, regardless of when it is discovered, and or the failure to give

required pertinent information constitutes cause for the immediate revocation of any and all licenses and/or permits issued hereunder and may be grounds for prosecution for perjury”; and

WHEREAS, City Code Section 4-8-1(J) provides that “any fraud, deception, or misstatement on the license application” is grounds for denial of a license application; and

WHEREAS, City Code Section 4-8-1(J) further provides that if, “based on the findings of a background investigation, granting a license would be a menace to the safety, health, morals, or welfare of the public,” an application for an Individual Massage Therapist License may be denied; and

WHEREAS, City Code Section 3-2-5 states that “no license may be approved by any city officer or issued by the clerk if it appears that the conduct of the activity for which a license is sought will be contrary to the health, safety or welfare of the public or any regulation, law or ordinance applicable to such activity;” and

WHEREAS, City Code Section 3-2-10 provides that a license issued by the Council may be denied based on any “[f]raud, misrepresentation, or incorrect statement contained in the application for license, or made in carrying on the licensed activity”; and

WHEREAS, following review of the application and completion of the required background investigation, the Police Chief has recommended that the Individual Massage Therapist License application for Ms. Fu be denied; and

WHEREAS, Ms. Fu was advised of the recommendation of the Police Chief that her license application be denied and that the Council would be considering her Massage Therapist application at its December 9, 2019 meeting, commencing at 7 p.m. in the Council Chambers, Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, Minnesota; and

WHEREAS, at its regularly scheduled City Council meeting commencing at 7:00 p.m. on December 9, 2019, the City Council considered Ms. Fu’s application for an Individual Massage Therapist license; and

WHEREAS, as part of its consideration, the City Council was provided with the following documents and information related to Ms. Fu’s license application:

1. License Application-Individual Massage Therapist License-Chunyan Fu
2. Investigative Report (Incident Report, Case Number 19003429) of Inv. Shane Rambaum Dated 11-25-19
3. Maplewood Report Case MAINV19501151
4. Print out, Florida Department of Health, Public Data Portal, License Verification (Printed 12/06/19)

WHEREAS, as part of its consideration of Ms. Fu’s license application, the Council considered all additional documents, evidence, and testimony provided in connection with the license application at the December 9, 2019 meeting; and

WHEREAS, Ms. Fu was provided with the opportunity to be heard and to present information to the Council at its December 9, 2019 meeting prior to the Council taking any action on the license application.

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

FINDINGS OF FACT

1. Chunyan Fu (Ms. Fu) applied for an Individual Massage Therapist license issued by the City of Inver Grove Heights.
2. Ms. Fu was informed that the City Council would be considering her application for an Individual Massage Therapist License at its December 9, 2019 meeting commencing at 7:00 p.m. in the Council Chambers, Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, Minnesota.
3. The Council has accepted the documents, exhibits, and testimony presented at the December 9, 2019 City Council meeting related to Ms. Fu's license application, which are made a part of the record and incorporated herein and serve as a basis for its decision in this matter.
4. The recitals listed above are adopted and included as express findings of the Council in relation to this matter and are hereby incorporated as if fully set forth herein.
5. The City Council is charged with protecting the public health, safety, and welfare of its residents, including from illegal activities of businesses and activities licensed in the City, and is further authorized to exercise its sound discretion when considering taking adverse licensing action against an applicant for an individual massage therapist license.
6. Based on the information revealed in Ms. Fu's application for an Individual Massage Therapist License and the background investigation conducted by Investigator Rambaum and Investigator Kelting, the City Council hereby determines that Ms. Fu has failed to provide all the information requested on the individual Massage Therapist License application and has failed to truthfully and completely answer the questions and requests for information on the application.
7. The Council further finds that the results of a search by Investigator Kelting of a law enforcement investigative search site used in Human Trafficking research which showed that one of the phone numbers listed for Liu Therapeutic Massage was found in several posts on Backpage and Call Escorts, sites used for sex trafficking and human trafficking, were made at a time when Ms. Fu worked at that establishment, which posts are in contravention to the public health, safety, and welfare.
8. The results of the investigation conducted into Ms. Fu's license application revealed violations of the following provisions of the Inver Grove Heights City Code, all of which constitute grounds for denial of an Individual Massage Therapist License Application:
 - City Code Section 4-8-1(J), which provides that "any fraud, deception, or misstatement on the license application" is grounds for denial of a license application.
 - City Code Section 4-8-1(J), which provides that if, "based on the findings of a background investigation, granting a license would be a menace to the safety, health,

morals, or welfare of the public,” an application for an Individual Massage Therapist License may be denied.

- City Code Section 3-2-5, which states that “no license may be approved by any city officer or issued by the clerk if it appears that the conduct of the activity for which a license is sought will be contrary to the health, safety or welfare of the public or any regulation, law or ordinance applicable to such activity.”
 - City Code Section 3-2-10, which provides that a license issued by the Council may be denied based on any “fraud, misrepresentation, or incorrect statement contained in the application for license, or made in carrying on the licensed activity.”
9. These violations are sufficient grounds on which to deny a Massage Therapist License and the City Council determines that denying the application by Ms. Fu for a Massage Therapist License is reasonable and appropriate to protect the public health, safety, and welfare and to prevent unlawful behavior within the City.

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

1. The Individual Massage Therapist License application of Chunyan Fu is hereby DENIED.
2. The Interim Deputy City Clerk or his designee is hereby authorized and directed to provide Chunyan Fu with a copy of this resolution and exhibits to serve as notice of the license denial established herein.
3. Pursuant to the City Code, the City Council is afforded the final decision on matters related to City-issued massage therapist licenses and, accordingly, the decision rendered herein is not subject to further appeals within the City. However, Chunyan Fu has the right to appeal this decision via judicial proceedings and may wish to consult with legal counsel regarding its appeal rights.

Adopted by the City Council of the City of Inver Grove Heights, Minnesota, this 9th Day of December, 2019.

George Tourville
Mayor

ATTEST:

Joe Lynch
City Administrator/Interim Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Land Alteration Permit No. C-100-19 for Flint Hills Resources Grading Activity

Meeting Date: December 9, 2019
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Jacob Moser, Civil Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a request for a Land Alteration Permit (LAP) for excavating and grading of material in the amount of 21,194 cubic yards for Flint Hills Resources Pine Bend, LLC.

SUMMARY

The Land Alteration Permit is for grading activity proposed to occur along a new pipeline alignment between Flint Hills Pine Bend Refinery in Rosemount to the Wescott Tank Farm site located off Trunk Highway 3 - South Robert Trail.

In October 2019, Flint Hills Resources (FHR) applied for a land alteration permit for the land disturbance within Inver Grove Heights associated with a proposed 4-inch propane pipeline. The proposed pipeline will be approximately 5 miles long and will transport liquified petroleum gases from the FHR Pine Bend Refinery in Rosemount to the FHR Wescott Terminal at 10325 Robert trail, Inver Grove Heights, in a pipeline owned by FHR.

The land alteration is to be located on a new 17,741 linear foot alignment within private utility easements on private and public property within the City of Inver Grove Heights. The total land disturbance within the City of Inver Grove Heights is proposed at 18.5 acres. The new pipeline will be installed via horizontal drilling beneath wetlands, public waters, public rights-of-way, and railroad crossings. The remaining sections of pipeline will be installed via open trench excavation. A Location Map is attached.

Per Inver Grove Heights City Code Title 9 Chapter 5, City Council approval is required to issue the Land Alteration Permit for the proposed land alteration volume of 21,194 CY. City Council approval is required for permits with material volumes exceeding 10,000 CY.

Easement Acquisitions by FHR continue. There is a separate Public Utilities Commission (PUC) process that has been occurring concurrently. Approval of the Land Alteration Permit will be conditional in Flint Hills securing the necessary easements and permit for the project. The LAP will also be approved on the condition that all PUC requirements are met.

PRIMARY ISSUES AND ANALYSIS:

FHR has submitted a construction Stormwater Pollution Prevention Plan (SWPPP) describing and illustrating the construction activities, stormwater management, and erosion control best management practices to comply with the Minnesota Pollution Control Agency (MPCA) Construction Stormwater Permit and the Inver Grove Heights Land Alteration Permit. We have noticed the following items to consider:

Permanent Grading and Drainage: The SWPPP submitted states that all disturbed areas will be restored to existing grades with no permanent stormwater or drainage impacts. Earthwork will be balanced on site; excavated material will be used for backfilling.

Erosion Control and Turf Restoration: The plans in the SWPPP appendix show that open trench and boring pit excavations will have perimeter erosion control and appropriate soil stabilization BMPs. A MPCA construction stormwater permit is required, FHR received permit coverage from the MPCA on October 7, 2019 (permit #C00055039). Select SWPPP sheets and erosion control plan are attached.

Environmental Review: FHR described in the permit application and submitted SWPPP that the proposed 4-inch pipeline did not trigger mandatory environmental review by the Minnesota Public Utilities Commission or Environmental Quality Board. City consultant, Wenck, performed a review of the submittals and applicable state statutes and concurred that the project does not trigger mandatory environmental review under Minnesota Rules 4410.4300. In addition to being below the regulatory thresholds for a mandatory environmental review, FHR has completed the following assessments for environmental due diligence: special and impaired waters search, public waters with work in water restrictions, wetland impacts, endangered or threatened species review, historic and archeological site review, karst areas or drinking water supply management areas, groundwater or soil contamination, erosion prevention and sediment control BMPs, leak detection monitoring, and a Spill Response Plan. A copy of the Technical Memo by Wenck dated 11/13/19 is attached.

Tree Preservation: Some tree removals will be necessary where the proposed pipeline crosses wooded areas, primarily on property owned by FHR and Bituminous Roadways. The exact alignment of the pipeline and tree removals will be dependent on FHR's easement acquisitions. A condition of the permit will be to receive approval from the City Planner verifying that the proposed tree removals are following the City Tree ordinance.

Wetlands: Work in wetlands will be covered under by the U.S. Army Corps of Engineers (USACE) Utility Regional General Permit and the Minnesota Wetland Conservation Act. A copy of the USACE Utility Regional General Permit and associated documentation is provided in the Appendix. FHR will follow best practices, including using construction mats where the access route or temporary workspaces crosses wetlands, in order to minimize ground disturbance and tracking. Impacts to the wetland will be temporary as the site will be restored to pre-construction conditions upon project completion. No wetland impacts will occur at horizontal directional drilling (HDD) crossings; however, temporary wetland impacts are anticipated for trench method crossings. The total area of temporary disturbance to wetlands will be approximately 0.41 acre. All impacts to wetlands will result in no permanent loss of wetland area or function. FHR intends to submit the Joint Application Form for Activities Affecting Water Resources in Minnesota to the Dakota County Soil and Water Conservation District the week of November 11, 2019. The application will request an Exemption/ No Loss Determination. FHR will provide a copy of this correspondence and/or approval if requested.

Hours of Operation: Earthwork will be balanced on site; excavated material will be used for backfilling. Operations will occur between the permitted hours of 7:00 am to 7:00 pm, Monday through Saturday. No fueling, unloading, or running equipment can occur outside of these hours.

Resident Notification: FHR must mail written notice to all adjacent property owners. The written notice must include a description of the work being performed, a project schedule, and a Flint Hills Resources contact name and phone number for a project contact authorized to represent the owner.

Environmental Commission: The Environmental Commission approved the request for a land alteration permit by a 4-3 vote. Two questions brought up at the Environmental Commission needed additional explanation, that was not available at the time of the meeting. The questions and appropriate responses are as follows:

QUESTION 1:

Has the proposed pipeline alignment been reviewed with respect to the future County Re-Alignment plans for CSAH 32 Cliff Road or CSAH 14 Akron Avenue?

ANSWER 1:

City Staff has not reviewed the pipeline alignment with respect to the future re-alignment alternatives of CSAH 32 Cliff Road in the *Arterial Connector Study: Pine Bend Area*, prepared for Dakota County and dated August 2016. A condition of this permit requires the applicant to obtain a Dakota County right-of-way Permit. Dakota County is the authority that will determine the final alignment of future CSAH 32 Cliff Road. County staff has indicated that no detailed plans have been developed for the proposed future road alignments. Any conflicts with the pipeline will be addressed at the time a road project advances. City jurisdiction in this matter is limited to the land disturbance component of the project.

QUESTION 2:

Why is applicant not required to notify nearby residents of Project until after City Council Approval?

ANSWER 2:

The City process for approval of the Land Alteration Permit does not require applicants to notify neighbors during the review process. As a part of the project approval process by external agencies, the Dakota County Board provided necessary public notice and held a public meeting on October 17, 2019 for public comment.

CONCLUSIONS AND RECOMMENDATIONS:

Public Works/Engineering recommends approval of the Land Alteration Permit subject to the standard land alteration permit conditions and in accordance with the following comments and conditions:

1. A plan checking fee of \$1055.97 shall be submitted with the Land Alteration application.
2. A surety bond in the amount of \$92,500 shall be provided before excavation can begin. Per IGH Land Alteration Permit: \$5000/acre X 18.5acres = \$92,500.

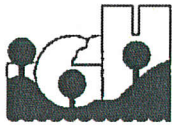
3. An Engineering Construction escrow of \$2500 shall be submitted. This account will be used for City Engineering staff field review and inspection of construction operations.
4. An environmental consultant review escrow of \$3000 shall be submitted. The plan review escrow will be used to cover City expenses associated with additional environmental reviews.
5. A grading permit fee of \$655.97 shall be submitted upon City approval and before issuance of land alteration permit documents.
6. Applicant must provide a copy of wetland determination letter from Dakota County Soil and Water Conservation District.
7. Applicant must comply with the requirements of all DCSWCD, USACE, DNR and MPCA wetland protection requirements.
8. Applicant must provide a copy of a Dakota County Right-of-Way permit.
9. A City Right-of-Way Permit is required for work in 120th Street, Arnold Avenue, Akron Avenue, Alameda Avenue, and Alameda Path. Permit fees and bonds to be determined at time of ROW permit application.
10. Applicant must comply with conditions of the project SWPPP, dated October 2019.
11. Owner will be responsible for performing weekly NPDES erosion control inspections as required by MPCA Construction Stormwater General Permit.
12. Owner is responsible for supplying the City Engineer with weekly NPDES reports
13. Applicant must restore all existing grades and drainage patterns to pre-project conditions.
14. Applicant must mail written notice to all adjacent property owners. The written notice must include a description of the work being performed, a project schedule, and a Flint Hills Resources contact name and phone number for a project contact authorized to represent the owner.
15. Where the project alignment uses private property or easements owned by others, the applicant shall submit written authorization from the private property or private easement owners. Documentation indicating any FHR easement acquisitions have been recorded in Dakota County shall be submitted to the City for this Land Alteration Permit to be authorized.
16. Applicant must submit final alignment to City and receive approval from the City Planner verifying that the proposed tree removals are following the City Tree ordinance. The exact alignment of the pipeline and tree removals will be dependent on FHR's easement acquisitions.
17. The plan indicates approximately 700 lineal feet of City bituminous trail impacted by excavation, and an additional 700 lineal feet of trail that could be impacted by construction traffic. If the bituminous trail is damaged by excavation or construction traffic, it must be restored to pre-construction conditions or better. If existing concrete barricades are moved for temporary access, they must be returned to the pre-construction locations. Attached is City Plate STR-15 detailing the City's minimum bituminous trail section.

18. Pipeline trench backfill beneath the City bituminous trail must be compacted to 100% standard proctor density. Pipeline trench backfill in green space within any city property must be compacted to 90% standard proctor density.
19. A maximum of 400 lineal feet of trench excavation shall be open at any time. Trench backfilling and soil stabilization must begin prior to continuing open trench excavation.
20. Coordinate and comply with City of Eagan comments and avoid water tower utility conflicts.
21. Erosion control shall be installed and inspected by the City Engineer prior to commencing work.
22. Only rock, sand, gravel, dirt or similar natural earth fill is permitted. All imported fill shall be certified as clean fill per county standards.
23. Operations shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday - Saturday, and the premises shall always be maintained so as not to create a nuisance. No fueling, unloading, or running equipment can occur outside of these hours.
24. Use of explosives is not anticipated. Any explosives used must be done so in accordance with Inver Grove Heights Code and any other applicable standards, e.g., Federal, State, Industrial, etc. Obtain all required permits.
25. Each day, or when required by the City, material from this operation that is found to exist on City streets and County roads shall be cleaned to the City's satisfaction by the applicants.
26. Upon completion of land alteration operations, the land must be left according to the plans and contours submitted with this application and planted with vegetation (subject to approval by the City) to prevent erosion.
27. Identify and provide haul roads: Applicant is responsible for maintenance of haul routes approved by City Engineer. Parking, transportation of equipment and material hauling must use County or State highways unless approved by the City Engineer.
28. Upon completion of land alteration operations or expiration of this permit, an inspection will be made by the City of the premises and adjoining streets. Any damage to have been caused by these operations will be corrected by the applicant upon notification of the City.
29. A preconstruction meeting with the City Engineering Division must be held at a suitable location prior to the start of construction.
30. The City Engineer reserves the right to apply additional conditions.

Attachments: Land Alteration Permit Application No. C-100-19
Location Map
Erosion Control Plan
Correspondence
Wetland Report
Environmental Commission 11/21/2019 Meeting Minutes

Exhibit 1:

Land Alteration Permit
Application



CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(612) 450-2500 • (612) 450-2502 (fax)

Permit No: C-100-19
Type: Council

APPLICATION FOR LAND ALTERATION PERMIT

Date of Application 10/16/19

Excavator

Excavator To be determined; work is pending bid and award
Contact Person _____
Address _____
Telephone _____ Fax _____

Land Owner(s)

Land Owner Flint Hills Resources Pine Bend, LLC
Address 12555 Clark Road
Telephone 651-437-0700 Fax _____
PID Refer to attached figure
Legal Description Lot _____ Block _____ Addition _____

Section _____ Township _____ *Refer to SWPPP narrative

~~Land Owner _____
Address _____
Telephone _____ Fax _____
PID No. 20- _____
Legal Description Lot _____ Block _____ Addition _____
Section _____ Township _____~~

Description of Land Being Altered

General Location of Land Being Altered Refer to SWPPP narrative

Purpose of Land Alteration Installation of new propane pipeline

Value of Work \$ 5.4 million Estimated Start Date October 2019

Estimated Completion Date May 2020

Source and Composition of Fill Excavated material will be backfilled and returned to the original elevations.

Cubic Yards of Fill 0 c.y.

Cubic Yards of Excavation/Grading 21,194 c.y.

Total Volume of Land Alteration = 21,194 c.y.

Total Area of Land Altered 18.5 Acres

A. Plan Checking Fees

0 up to 29 Cubic Yards	NO FEE
30 up to 499 Cubic Yards	\$25.00 plus \$0.25 per Cubic Yard.....\$32.50 - \$150.00
500 up to 9,999 Cubic Yards	\$150.00 plus \$0.03 per Cubic Yard.....\$165.00 - \$450.00
10,000 up to 99,999 Cubic Yards	\$950.00 plus \$0.005 per Cubic Yard.....\$1000.00 - \$1450.00
100,000 Cubic Yards or more	\$1150.00 plus \$0.003 per Cubic Yard.....\$1450.00 and above

B. Grading Permit Fees

0 up to 29 Cubic Yards	NO FEE
30 up to 499 Cubic Yards	\$25.00 plus \$0.25 per Cubic Yard.....\$32.50 - \$150.00
500 up to 9,999 Cubic Yards	\$150.00 plus \$0.02 per Cubic Yard.....\$160.00 - \$350.00
10,000 up to 99,999 Cubic Yards	\$550.00 plus \$0.005 per Cubic Yard.....\$550.00 - \$1,000.00
100,000 Cubic Yards or more	\$800.00 plus \$0.002 per Cubic Yard.....\$1000.00 and above

CITY USE ONLY

A. Plan Checking Fee	\$ <u>1,055.97</u>
B. Grading Permit Fee	\$ <u>655.97</u>
Total Fee (A + B)	\$ <u>1,711.94</u>
Amount of Bond	\$ <u>92,500.00</u>

(\$5,000 per acre, minimum \$10,000; Must be submitted upon approval of application, if applicable).

Attachments to Application (The following plans, drawings, calculations, bonds and/or statements are required by the City Engineer).

- ☒ Half-section map or sketch of property showing all adjacent property indicating the existing buildings and/or structures. Provided as figure 3 in the SWPPP.
- ☒ Grading plan showing existing and proposed finished contours and elevations. N/A, no grading anticipated. all contours will be pre-construction elevations and conditions.
- ☒ Drainage plan showing existing and proposed drainage ways, culverts, storm sewer pipe, drainage structures, stabilization walls, retaining walls, cribbing, dams, or other protective items. N/A, project area will be returned to pre-construction elevations and conditions.
- ☒ Calculations for and approximate quantities of excavation and/or fill required. Provided in the SWPPP. no fill required, as the excavated material will be backfilled in the original location that it was removed.
- ☒ Signed statement from the property owner accepting responsibility for the operation and granting permission for land alteration/mining operation. Easements documents can be provided upon finalization, if required.
- ☒ Statement to be attached to deed advising of potential need for soil tests prior to any construction on lots where additional fill material has been placed. N/A, no additional fill required.
- ☒ Sediment and erosion control plan meeting the requirements of the City of Inver Grove Heights City Code Title 9, Chapter 5: Stormwater Management. Provided in the SWPPP.
- ☒ Conformance with the City of Inver Grove Heights Water Resource Management Plan. Provided in the SWPPP.
- ☒ Soil borings. Refer to attached documents
- ☒ Conformance with the City of Inver Grove Heights' Tree Preservation Ordinance. Per phone conversation with the City no additional information is required at this time.
- ☒ A final use plan, illustrating the ultimate land uses projected for the property. N/A, project area will be returned to original use and pre-construction elevations and conditions.
- ☒ Location and surface type of access roads. Existing public roads will be used to access the project areas (depicted on figure 3 in the SWPPP).
- ☒ Certification of Comprehensive General Liability Insurance. Refer to the attached documents
- ☒ Compaction and/or Soil Density Requirements. N/A, excavated material will be backfilled in the original location that it was removed.
- ☒ Other: N/A

Stipulations

1. A plan checking fee of \$ 1,055.97 shall be submitted with the Land Alteration application.
2. A grading permit fee of \$ 655.97 shall be submitted upon City approval and before issuance of land alteration permit documents.
3. A \$1500.00 escrow shall be provided for non-compliance activities that are identified by an inspection. A written notice will be issued if the escrow funds will be used to correct a non-compliant issue.
4. The above fees do not include City expenses for environmental reviews such as: EAWs, AUARs, or EISs. The City reserves the right to collect additional costs if the project requires additional environmental reviews.
5. A surety bond or certified check in the amount of \$ 92,500 (\$5,000 per acre, minimum \$10,000) must be submitted after approval of application and prior to any work. This bond or check is to ensure satisfactory performance and compliance with the below stated stipulations. The surety bond or check shall be kept active until the completion work and/or expiration of permit and can only be released by written notification of the City after a satisfactory final inspection has been performed by the City.
6. All land alteration permits issued to a specific location shall be based on the cumulative quantity of earthwork as the final determination of fees. The City reserves the right to adjust fees based on cumulative quantities.
7. All access and street frontage of the land site must be controlled by a fence, a minimum of four (4) feet in height. All entrances must have gates that are capable of being locked.
8. Only rock, sand, gravel, dirt or similar natural earth fill is permitted. No concrete, asphalt, or demolition wastes will be permitted as fill unless a demolition landfill permit is first obtained from Dakota County (see attached).
9. Operations shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday - Saturday, and shall not interfere with the health and safety of surrounding residents and the premises shall be maintained at all times so as not to create a nuisance.
10. Any explosives used must be done so in accordance with Inver Grove Heights Code and any other applicable standards, e.g., Federal, State, Industrial, etc. Obtain all required permits.
11. At end of each season's operations and no later than the last day of December, each year, the site is to be left in a neat and orderly condition, with maximum slopes of 3:1 with no overhang of vertical banks and with a level bottom.
12. Each day, or when required by the City, material from this operation that is found to exist on City streets shall be cleaned to the City's satisfaction by the applicants.
13. Upon completion of land alteration operations, the land must be left according to the plans and contours submitted with this application and planted with vegetation (subject to approval by the City) to prevent erosion.
14. Upon completion of land alteration operations or expiration of this permit, an inspection will be made by the City of the premises and adjoining streets. Any damage to have been caused by these operations will be corrected by the applicant upon notification of the City.

Chad J. [Signature]
Applicant's Signature

Date 10-23-19

Chad J. [Signature]
Property Owner's Signature

Date 10-23-19

Property Owner's Signature

Date _____

CITY USE ONLY

Recommended for Approval

☐

Yes

☐

No

By _____ Date _____

Recommended for Approval

☐

Yes

☐

No

By City Council Date _____

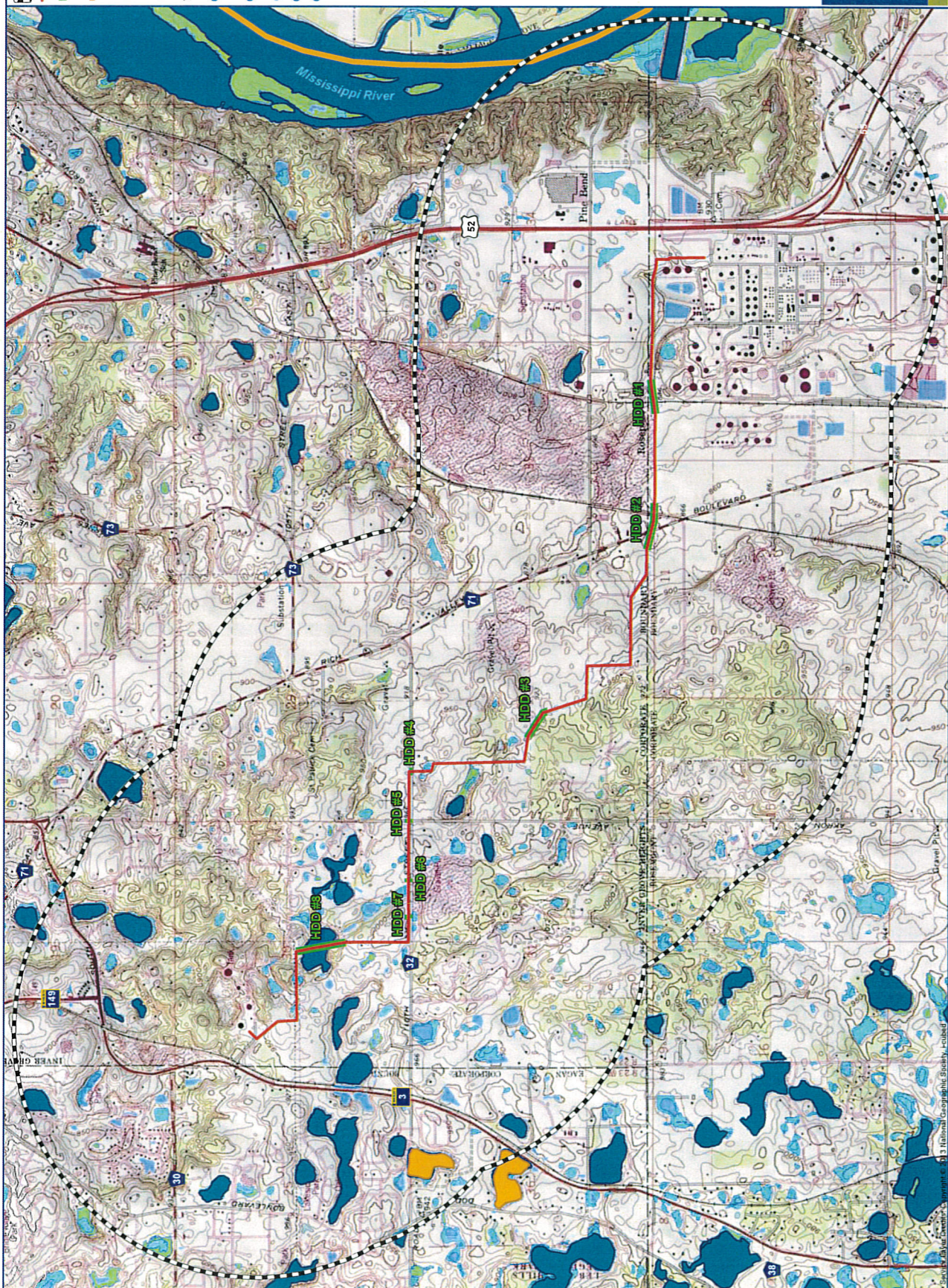
Bond No. _____

Date Bond Expires _____

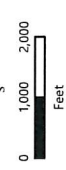
Insurance Company _____ Date Insurance Expires _____

Exhibit 2:

Location Map



- 1-mile Buffer
- Proposed 4-inch Pipeline
- Approximate HDD Locations
- MPCA Impaired Streams (Proposed 2018)
- MPCA Impaired Lakes (Proposed 2018)
- Public Waters Inventory (PWI) Basins
- Wetlands (MN DNR NWI Update)
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine

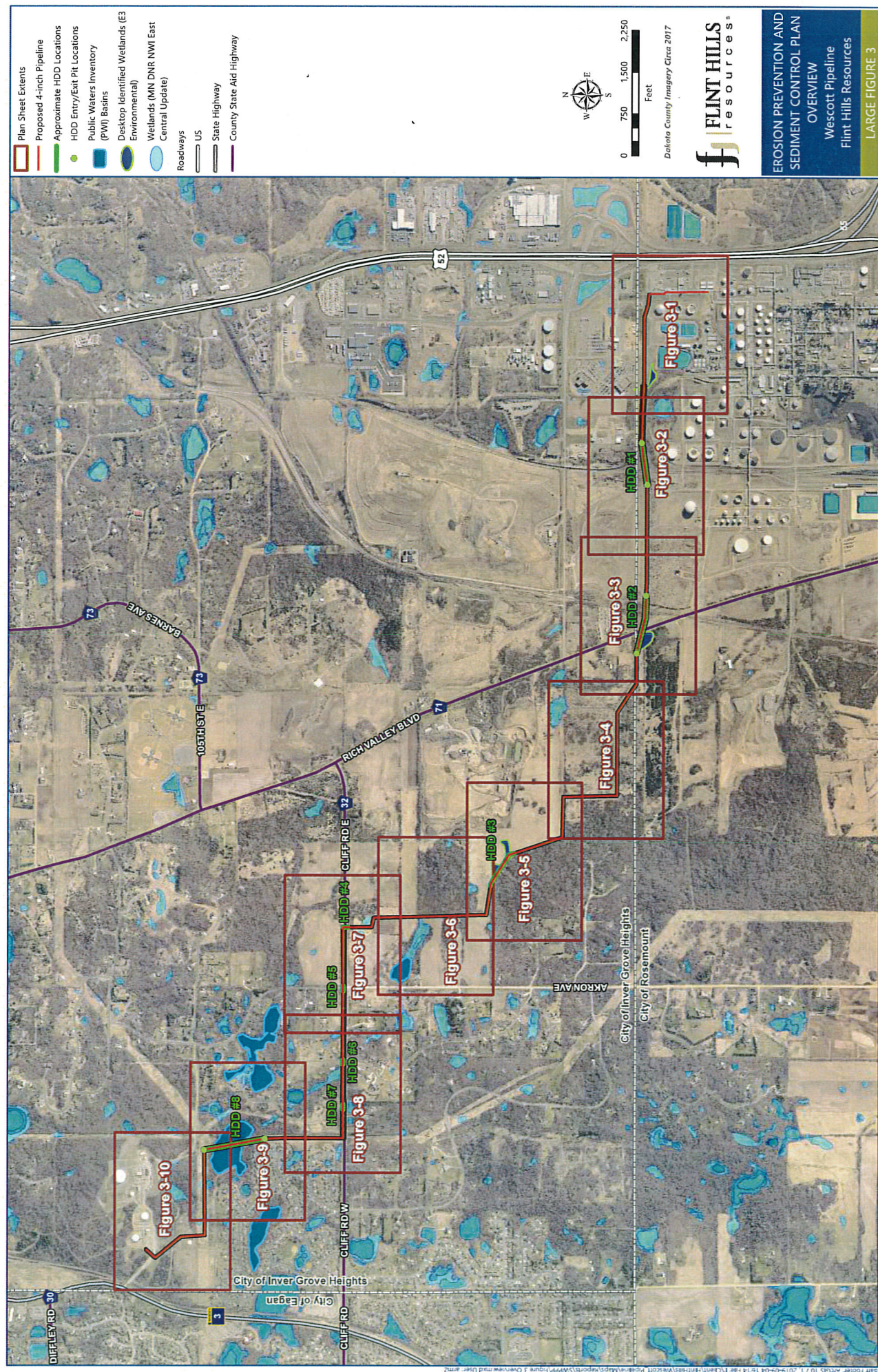


**PROJECT LOCATION
AND WATER BODIES**
Wescott Pipeline
Flint Hills Resources

LARGE FIGURE 1

Exhibit 3:

Erosion Control Plan





Legend:

- Stationing
- Proposed 4-inch Pipeline
- 50' x 50' Temporary Workspace
- Perimeter Sediment Control
- Redundant Sediment Control
- Construction Corridor
- Impervious Surfaces
- Stormwater Flow Arrows
- Lidar Contours
- Index (10-Foot)
- Intermediate (2-Foot)
- >33% Slope
- 50-foot Buffer on Wetlands/Waterbodies
- Wetland Impact Area
- Desktop Identified Wetlands (E3 Environmental)
- Wetlands (MN DNR NWI East Central Update)

Notes:

1. BMP locations illustrated on the figures are approximate; final BMP locations will be determined based on field conditions.
2. Appropriate temporary erosion prevention and sediment control practices shall be followed. Refer to the Erosion Prevention and Sediment Control Practices and 4.2 Temporary Sediment Control Practices.
3. Matting will be used where work is occurring in wetlands.
4. Stabilization of all exposed soils shall be initiated within 14 calendar days of construction start. Any portion of the site will not remain for a period exceeding 14 calendar days.
5. Additional erosion prevention measures will be implemented at the site during construction as needed (e.g. construction phasing, minimizing soil erosion, etc.) in accordance with Section 4.1.5 Additional Erosion Prevention Measures.
6. Refer to Section 6.0 Inspection and Maintenance Activities for BMP inspection and maintenance requirements.
7. Erosion preventing activities will be managed in accordance with Section 7.0 Pollution Prevention Management Measures.
8. Seed and erosion control BMPs will be placed as necessary depending on field conditions.
9. Permanent cover will be achieved by seeding and mulching within 14 calendar days of construction completion following completion of construction.

EROSION PREVENTION PLAN

SEDIMENT CONTROL PLAN

Wescott Pipeline

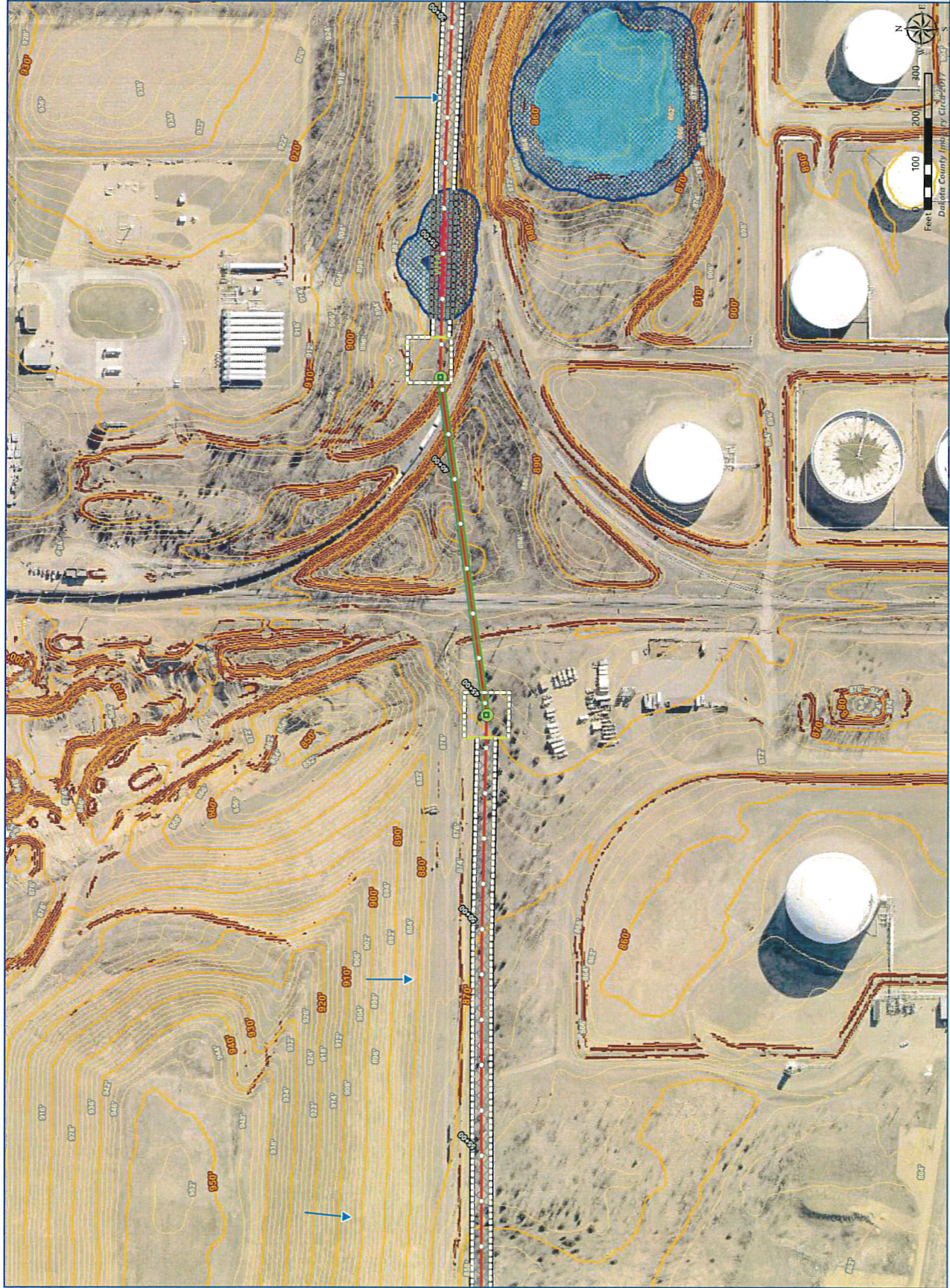
Flint Hills Resources

LARGE FIGURE 3-1

0 100 200 300 Feet

North Arrow

Flint Hills Resources



Legend:

- Stationing
- Proposed 4-inch Pipeline
- Approximate HDD Locations
- HDD Entry/Exit Pit Locations
- 10' x 10' Bore Pit
- 100' x 100' Temporary Workspace
- Perimeter Sediment Control
- Redundant Sediment Control
- ▨ Construction Corridor
- Stormwater Flow Arrows
- Lidar Contours
- Index (10-Foot)
- Intermediate (2-Foot)
- >33% Slope
- ▨ 50-Foot Buffer on Wetlands/Waterbodies
- ▨ Wetland Impact Area
- ▨ Desktop Identified Wetlands (E3 Environmental)
- ▨ Wetlands (MN DNR NWI East Central Update)

Notes:

1. BMP locations illustrated on the figures are approximate; final BMP locations will be determined based on field conditions.
2. Appropriate temporary erosion prevention and sediment control practices shall be followed. Refer to Section 4.1.1 Temporary Sediment Control Practices and 4.2 Temporary Sediment Control Practices.
3. Matting will be used where work is occurring in wetlands.
4. Stabilization of all exposed soils shall be initiated within 14 calendar days of construction start. That portion of the site will not resume for a period exceeding 14 calendar days.
5. Additional erosion prevention measures will be implemented at the site during construction as needed (e.g. construction phasing, minimizing soil disturbance, etc.) to maintain compliance with the Prevention Measures.
6. Refer to Section 6.0 Inspection and Maintenance Activities for BMP inspection and maintenance procedures.
7. Polluting activities will be managed in accordance with Section 7.0 Pollution Prevention Management Measures.
8. Seed and erosion control BMPs will be placed as necessary depending on field conditions.
9. Permanent cover will be achieved by seeding and mulching. Erosion control measures will be considered following completion of construction.

EROSION PREVENTION AND SEDIMENT CONTROL PLAN

Wescott Pipeline

Flint Hills Resources

LARGE FIGURE 3-2





- Stationing
- Proposed 4-inch Pipeline
- Perimeter Sediment Control
- Construction Corridor
- Impervious Surfaces
- Stormwater Flow Arrows
- Lidar Contours
- Index (10-Foot)
- Intermediate (2-Foot)
- >33% Slope
- 50-foot Buffer on Wetlands/Waterbodies
- Wetlands (MN DNR NWI East Central Update)

Map Footer: ArcGIS 10.7.1 2019-09-04 16:18:18 File: I:\Client\Projects\Wescott Pipeline\MapDocs\Reports\SWPPP\Figure 3-4 Erosion Prevention and Sediment Control Plan 2000.mxd User: am2

Notes:

1. BMP locations illustrated on the figure are approximate; final BMP locations will be determined based on field conditions.
2. Appropriate temporary erosion prevention and sediment control practices shall be followed. Refer to the Minnesota Pollution Control Agency's Best Management Practices and 4.2 Temporary Sediment Control Practices.
3. Matting will be used where work is occurring in wetlands.
4. Stabilization of all exposed soils shall be initiated immediately after construction activities are completed. That portion of the site will not resume for a period exceeding 14 calendar days.
5. Additional erosion prevention measures will be implemented at the site during construction as required (e.g. construction phasing, minimizing soil disturbance, etc.) to maintain compliance with the permit in accordance with Section 4.1.5 Additional Erosion Prevention Measures.
6. Refer to Section 6.0 Inspection and Maintenance Activities for BMP inspection and maintenance procedures.
7. Pollutants.
8. Pollutants.
9. Seed and erosion control BMPs will be placed as necessary depending on field conditions.
10. Erosion control BMPs will be installed and maintained throughout the construction period following completion of construction.



- Stationing
- Proposed 4-inch Pipeline
- Approximate HDD Locations
- HDD Entry/Exit Pit Locations
- 10' x 10' Bore Pit
- 50' x 50' Temporary Workspace
- ▨ Perimeter Sediment Control
- ▨ Redundant Sediment Control
- ▨ Construction Corridor
- ▨ Impervious Surfaces
- ▨ Stormwater Flow Arrows
- ▨ Lidar Contours
- ▨ Index (10-Foot)
- ▨ Intermediate (2-Foot)
- ▨ >33% Slope
- ▨ 50-foot Buffer on Wetlands/Waterbodies
- ▨ Desktop Identified Wetlands (E3 Environmental)
- ▨ Wetlands (MN DNR NWI East Central Update)

Notes:

1. BMP locations illustrated on the figures are approximate; final BMP locations will be determined based on field conditions.
2. Appropriate temporary erosion prevention and sediment control measures shall be installed in accordance with Sections 4.1 Temporary Erosion Prevention Practices and 4.2 Temporary Sediment Control Practices.
3. Matting will be used where work is occurring in wetlands.
4. Stabilization of all exposed soils shall be initiated immediately in areas where construction activity in that portion of the site will not resume for a period exceeding 14 calendar days.
5. Additional erosion prevention measures will be implemented at the site during construction as necessary to prevent erosion and sedimentation, including but not limited to, vegetation buffers, slope >33% (etc) in accordance with Section 4.1.5 Additional Erosion Prevention Measures.
6. Refer to Section 6.0 Inspection and Maintenance Activities for BMP inspection and maintenance.
7. Pollutant-generating activities will be managed in accordance with Section 7.0 Pollution Prevention Management Measures.
8. Seed and erosion control BMPs will be placed as necessary depending on field conditions including but not limited to, seedling and mulching the workspace areas and construction corridor following completion of construction.

EROSION PREVENTION AND SEDIMENT CONTROL PLAN Westcott Pipeline Flint Hills Resources LARGE FIGURE 3-5

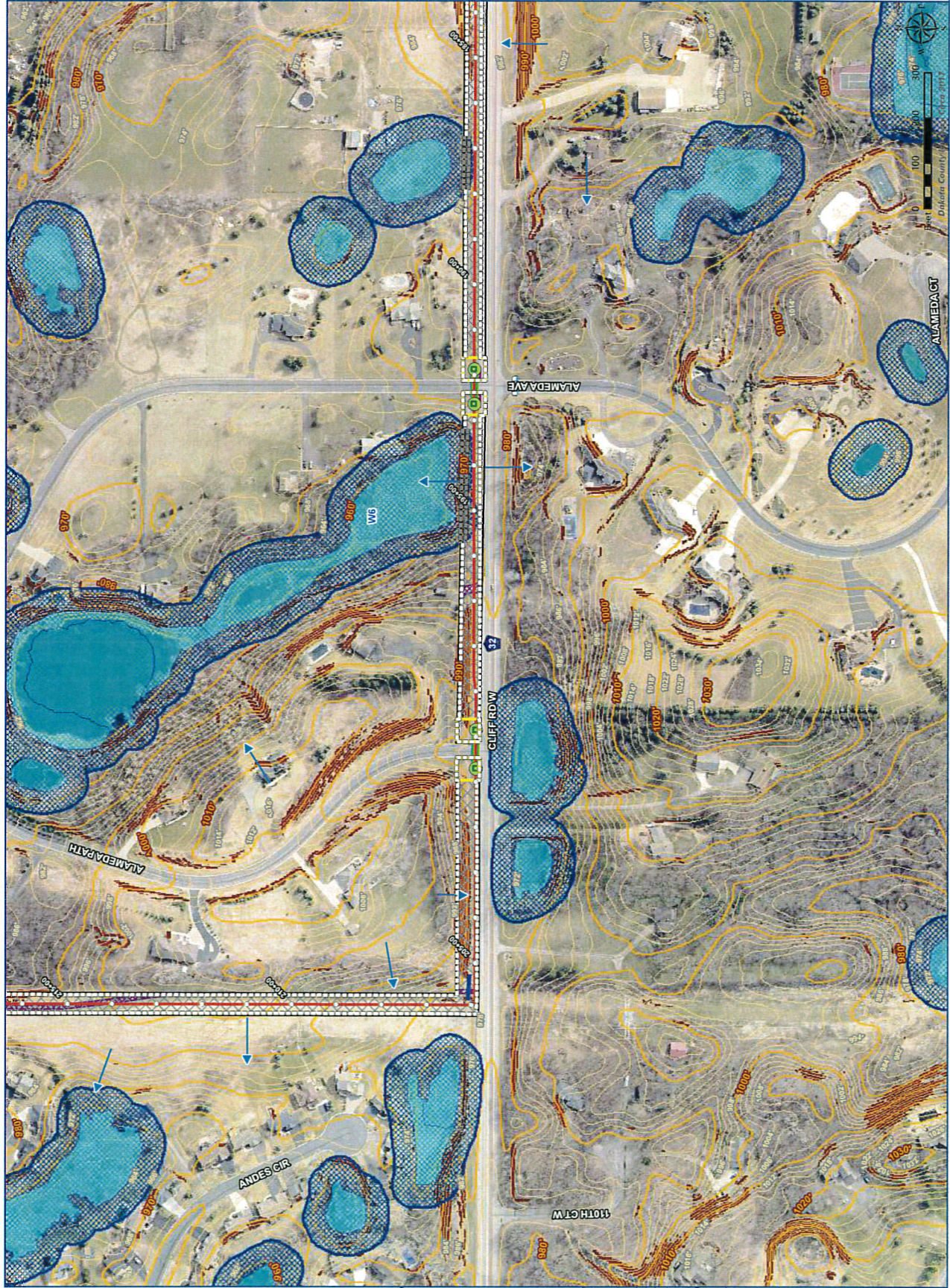


- Stationing
- Proposed 4-inch Pipeline
- Approximate HDD Locations
- HDD Entry/Exit Pit Locations
- 10' x 10' Bore Pit
- 50' x 50' Temporary Workspace
- Perimeter Sediment Control
- Redundant Sediment Control
- Construction Corridor
- Impervious Surfaces
- Stormwater Flow Arrows
- Sewer
- Lidar Contours
- Index (10-Foot)
- Intermediate (2-Foot)
- >33% Slope
- Public Waters Inventory (PWI) Basins
- 50-Foot Buffer on Wetlands/Waterbodies
- Welland Impact Area
- Wellands (MN DNR NWI East Central Update)

Notes:

- BMP locations illustrated on the figures are approximate; final BMP locations will be determined based on field conditions.
- Appropriate temporary erosion prevention and sediment control practices shall be followed. Refer to the Erosion Prevention and Sediment Control Practices and 4.2 Temporary Sediment Control Practices.
- Mattings will be used where work is occurring in wetlands.
- Stabilization of all exposed soils shall be initiated immediately after construction activities are completed. That portion of the site will not resume for a period exceeding 14 calendar days.
- Additional erosion prevention measures will be implemented at the site during construction as needed (e.g. construction phasing, minimizing soil exposure, etc.) to ensure compliance with the Erosion Prevention Measures.
- Refer to Section 6.0 Inspection and Maintenance Activities for BMP inspection and maintenance requirements.
- Stabilizing activities will be managed in accordance with Section 7.0 Pollution Prevention Management Measures.
- Seed and erosion control BMPs will be placed as necessary depending on field conditions.
- Permanent cover will be achieved by seeding and mulching. The contractor shall consider the construction corridor following completion of construction.

EROSION PREVENTION AND SEDIMENT CONTROL PLAN **Westcott Pipeline** **Flint Hills Resources** **LARGE FIGURE 3-7**



- Stationing
- Proposed 4-inch Pipeline
- Approximate HDD Locations
- HDD Entry/Exit Pit Locations
- 10' x 10' Bore Pit
- 50' x 50' Temporary Workspace
- Perimeter Sediment Control
- Redundant Sediment Control
- Construction Corridor
- Impervious Surfaces
- Storm Drain Inlets
- Stormwater Flow Arrows
- Sewer
- Lidar Contours
- Index (10-Foot)
- Intermediate (2-Foot)
- >33% Slope
- 50-foot Buffer on Wetlands/Waterbodies
- Wetlands (MN DNR NWI East Central Update)

Notes:

1. BMP locations illustrated on the figures are approximate; final BMP locations will be determined based on field conditions.
2. Appropriate temporary erosion prevention and sediment control practices shall be followed. Refer to Sections 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18, 4.19, 4.20, 4.21, 4.22, 4.23, 4.24, 4.25, 4.26, 4.27, 4.28, 4.29, 4.30, 4.31, 4.32, 4.33, 4.34, 4.35, 4.36, 4.37, 4.38, 4.39, 4.40, 4.41, 4.42, 4.43, 4.44, 4.45, 4.46, 4.47, 4.48, 4.49, 4.50, 4.51, 4.52, 4.53, 4.54, 4.55, 4.56, 4.57, 4.58, 4.59, 4.60, 4.61, 4.62, 4.63, 4.64, 4.65, 4.66, 4.67, 4.68, 4.69, 4.70, 4.71, 4.72, 4.73, 4.74, 4.75, 4.76, 4.77, 4.78, 4.79, 4.80, 4.81, 4.82, 4.83, 4.84, 4.85, 4.86, 4.87, 4.88, 4.89, 4.90, 4.91, 4.92, 4.93, 4.94, 4.95, 4.96, 4.97, 4.98, 4.99, 5.00, 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16, 5.17, 5.18, 5.19, 5.20, 5.21, 5.22, 5.23, 5.24, 5.25, 5.26, 5.27, 5.28, 5.29, 5.30, 5.31, 5.32, 5.33, 5.34, 5.35, 5.36, 5.37, 5.38, 5.39, 5.40, 5.41, 5.42, 5.43, 5.44, 5.45, 5.46, 5.47, 5.48, 5.49, 5.50, 5.51, 5.52, 5.53, 5.54, 5.55, 5.56, 5.57, 5.58, 5.59, 5.60, 5.61, 5.62, 5.63, 5.64, 5.65, 5.66, 5.67, 5.68, 5.69, 5.70, 5.71, 5.72, 5.73, 5.74, 5.75, 5.76, 5.77, 5.78, 5.79, 5.80, 5.81, 5.82, 5.83, 5.84, 5.85, 5.86, 5.87, 5.88, 5.89, 5.90, 5.91, 5.92, 5.93, 5.94, 5.95, 5.96, 5.97, 5.98, 5.99, 6.00, 6.01, 6.02, 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 6.16, 6.17, 6.18, 6.19, 6.20, 6.21, 6.22, 6.23, 6.24, 6.25, 6.26, 6.27, 6.28, 6.29, 6.30, 6.31, 6.32, 6.33, 6.34, 6.35, 6.36, 6.37, 6.38, 6.39, 6.40, 6.41, 6.42, 6.43, 6.44, 6.45, 6.46, 6.47, 6.48, 6.49, 6.50, 6.51, 6.52, 6.53, 6.54, 6.55, 6.56, 6.57, 6.58, 6.59, 6.60, 6.61, 6.62, 6.63, 6.64, 6.65, 6.66, 6.67, 6.68, 6.69, 6.70, 6.71, 6.72, 6.73, 6.74, 6.75, 6.76, 6.77, 6.78, 6.79, 6.80, 6.81, 6.82, 6.83, 6.84, 6.85, 6.86, 6.87, 6.88, 6.89, 6.90, 6.91, 6.92, 6.93, 6.94, 6.95, 6.96, 6.97, 6.98, 6.99, 7.00, 7.01, 7.02, 7.03, 7.04, 7.05, 7.06, 7.07, 7.08, 7.09, 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17, 7.18, 7.19, 7.20, 7.21, 7.22, 7.23, 7.24, 7.25, 7.26, 7.27, 7.28, 7.29, 7.30, 7.31, 7.32, 7.33, 7.34, 7.35, 7.36, 7.37, 7.38, 7.39, 7.40, 7.41, 7.42, 7.43, 7.44, 7.45, 7.46, 7.47, 7.48, 7.49, 7.50, 7.51, 7.52, 7.53, 7.54, 7.55, 7.56, 7.57, 7.58, 7.59, 7.60, 7.61, 7.62, 7.63, 7.64, 7.65, 7.66, 7.67, 7.68, 7.69, 7.70, 7.71, 7.72, 7.73, 7.74, 7.75, 7.76, 7.77, 7.78, 7.79, 7.80, 7.81, 7.82, 7.83, 7.84, 7.85, 7.86, 7.87, 7.88, 7.89, 7.90, 7.91, 7.92, 7.93, 7.94, 7.95, 7.96, 7.97, 7.98, 7.99, 8.00, 8.01, 8.02, 8.03, 8.04, 8.05, 8.06, 8.07, 8.08, 8.09, 8.10, 8.11, 8.12, 8.13, 8.14, 8.15, 8.16, 8.17, 8.18, 8.19, 8.20, 8.21, 8.22, 8.23, 8.24, 8.25, 8.26, 8.27, 8.28, 8.29, 8.30, 8.31, 8.32, 8.33, 8.34, 8.35, 8.36, 8.37, 8.38, 8.39, 8.40, 8.41, 8.42, 8.43, 8.44, 8.45, 8.46, 8.47, 8.48, 8.49, 8.50, 8.51, 8.52, 8.53, 8.54, 8.55, 8.56, 8.57, 8.58, 8.59, 8.60, 8.61, 8.62, 8.63, 8.64, 8.65, 8.66, 8.67, 8.68, 8.69, 8.70, 8.71, 8.72, 8.73, 8.74, 8.75, 8.76, 8.77, 8.78, 8.79, 8.80, 8.81, 8.82, 8.83, 8.84, 8.85, 8.86, 8.87, 8.88, 8.89, 8.90, 8.91, 8.92, 8.93, 8.94, 8.95, 8.96, 8.97, 8.98, 8.99, 9.00, 9.01, 9.02, 9.03, 9.04, 9.05, 9.06, 9.07, 9.08, 9.09, 9.10, 9.11, 9.12, 9.13, 9.14, 9.15, 9.16, 9.17, 9.18, 9.19, 9.20, 9.21, 9.22, 9.23, 9.24, 9.25, 9.26, 9.27, 9.28, 9.29, 9.30, 9.31, 9.32, 9.33, 9.34, 9.35, 9.36, 9.37, 9.38, 9.39, 9.40, 9.41, 9.42, 9.43, 9.44, 9.45, 9.46, 9.47, 9.48, 9.49, 9.50, 9.51, 9.52, 9.53, 9.54, 9.55, 9.56, 9.57, 9.58, 9.59, 9.60, 9.61, 9.62, 9.63, 9.64, 9.65, 9.66, 9.67, 9.68, 9.69, 9.70, 9.71, 9.72, 9.73, 9.74, 9.75, 9.76, 9.77, 9.78, 9.79, 9.80, 9.81, 9.82, 9.83, 9.84, 9.85, 9.86, 9.87, 9.88, 9.89, 9.90, 9.91, 9.92, 9.93, 9.94, 9.95, 9.96, 9.97, 9.98, 9.99, 10.00, 10.01, 10.02, 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 10.09, 10.10, 10.11, 10.12, 10.13, 10.14, 10.15, 10.16, 10.17, 10.18, 10.19, 10.20, 10.21, 10.22, 10.23, 10.24, 10.25, 10.26, 10.27, 10.28, 10.29, 10.30, 10.31, 10.32, 10.33, 10.34, 10.35, 10.36, 10.37, 10.38, 10.39, 10.40, 10.41, 10.42, 10.43, 10.44, 10.45, 10.46, 10.47, 10.48, 10.49, 10.50, 10.51, 10.52, 10.53, 10.54, 10.55, 10.56, 10.57, 10.58, 10.59, 10.60, 10.61, 10.62, 10.63, 10.64, 10.65, 10.66, 10.67, 10.68, 10.69, 10.70, 10.71, 10.72, 10.73, 10.74, 10.75, 10.76, 10.77, 10.78, 10.79, 10.80, 10.81, 10.82, 10.83, 10.84, 10.85, 10.86, 10.87, 10.88, 10.89, 10.90, 10.91, 10.92, 10.93, 10.94, 10.95, 10.96, 10.97, 10.98, 10.99, 11.00, 11.01, 11.02, 11.03, 11.04, 11.05, 11.06, 11.07, 11.08, 11.09, 11.10, 11.11, 11.12, 11.13, 11.14, 11.15, 11.16, 11.17, 11.18, 11.19, 11.20, 11.21, 11.22, 11.23, 11.24, 11.25, 11.26, 11.27, 11.28, 11.29, 11.30, 11.31, 11.32, 11.33, 11.34, 11.35, 11.36, 11.37, 11.38, 11.39, 11.40, 11.41, 11.42, 11.43, 11.44, 11.45, 11.46, 11.47, 11.48, 11.49, 11.50, 11.51, 11.52, 11.53, 11.54, 11.55, 11.56, 11.57, 11.58, 11.59, 11.60, 11.61, 11.62, 11.63, 11.64, 11.65, 11.66, 11.67, 11.68, 11.69, 11.70, 11.71, 11.72, 11.73, 11.74, 11.75, 11.76, 11.77, 11.78, 11.79, 11.80, 11.81, 11.82, 11.83, 11.84, 11.85, 11.86, 11.87, 11.88, 11.89, 11.90, 11.91, 11.92, 11.93, 11.94, 11.95, 11.96, 11.97, 11.98, 11.99, 12.00, 12.01, 12.02, 12.03, 12.04, 12.05, 12.06, 12.07, 12.08, 12.09, 12.10, 12.11, 12.12, 12.13, 12.14, 12.15, 12.16, 12.17, 12.18, 12.19, 12.20, 12.21, 12.22, 12.23, 12.24, 12.25, 12.26, 12.27, 12.28, 12.29, 12.30, 12.31, 12.32, 12.33, 12.34, 12.35, 12.36, 12.37, 12.38, 12.39, 12.40, 12.41, 12.42, 12.43, 12.44, 12.45, 12.46, 12.47, 12.48, 12.49, 12.50, 12.51, 12.52, 12.53, 12.54, 12.55, 12.56, 12.57, 12.58, 12.59, 12.60, 12.61, 12.62, 12.63, 12.64, 12.65, 12.66, 12.67, 12.68, 12.69, 12.70, 12.71, 12.72, 12.73, 12.74, 12.75, 12.76, 12.77, 12.78, 12.79, 12.80, 12.81, 12.82, 12.83, 12.84, 12.85, 12.86, 12.87, 12.88, 12.89, 12.90, 12.91, 12.92, 12.93, 12.94, 12.95, 12.96, 12.97, 12.98, 12.99, 13.00, 13.01, 13.02, 13.03, 13.04, 13.05, 13.06, 13.07, 13.08, 13.09, 13.10, 13.11, 13.12, 13.13, 13.14, 13.15, 13.16, 13.17, 13.18, 13.19, 13.20, 13.21, 13.22, 13.23, 13.24, 13.25, 13.26, 13.27, 13.28, 13.29, 13.30, 13.31, 13.32, 13.33, 13.34, 13.35, 13.36, 13.37, 13.38, 13.39, 13.40, 13.41, 13.42, 13.43, 13.44, 13.45, 13.46, 13.47, 13.48, 13.49, 13.50, 13.51, 13.52, 13.53, 13.54, 13.55, 13.56, 13.57, 13.58, 13.59, 13.60, 13.61, 13.62, 13.63, 13.64, 13.65, 13.66, 13.67, 13.68, 13.69, 13.70, 13.71, 13.72, 13.73, 13.74, 13.75, 13.76, 13.77, 13.78, 13.79, 13.80, 13.81, 13.82, 13.83, 13.84, 13.85, 13.86, 13.87, 13.88, 13.89, 13.90, 13.91, 13.92, 13.93, 13.94, 13.95, 13.96, 13.97, 13.98, 13.99, 14.00, 14.01, 14.02, 14.03, 14.04, 14.05, 14.06, 14.07, 14.08, 14.09, 14.10, 14.11, 14.12, 14.13, 14.14, 14.15, 14.16, 14.17, 14.18, 14.19, 14.20, 14.21, 14.22, 14.23, 14.24, 14.25, 14.26, 14.27, 14.28, 14.29, 14.30, 14.31, 14.32, 14.33, 14.34, 14.35, 14.36, 14.37, 14.38, 14.39, 14.40, 14.41, 14.42, 14.43, 14.44, 14.45, 14.46, 14.47, 14.48, 14.49, 14.50, 14.51, 14.52, 14.53, 14.54, 14.55, 14.56, 14.57, 14.58, 14.59, 14.60, 14.61, 14.62, 14.63, 14.64, 14.65, 14.66, 14.67, 14.68, 14.69, 14.70, 14.71, 14.72, 14.73, 14.74, 14.75, 14.76, 14.77, 14.78, 14.79, 14.80, 14.81, 14.82, 14.83, 14.84, 14.85, 14.86, 14.87, 14.88, 14.89, 14.90, 14.91, 14.92, 14.93, 14.94, 14.95, 14.96, 14.97, 14.98, 14.99, 15.00, 15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 15.08, 15.09, 15.10, 15.11, 15.12, 15.13, 15.14, 15.15, 15.16, 15.17, 15.18, 15.19, 15.20, 15.21, 15.22, 15.23, 15.24, 15.25, 15.26, 15.27, 15.28, 15.29, 15.30, 15.31, 15.32, 15.33, 15.34, 15.35, 15.36, 15.37, 15.38, 15.39, 15.40, 15.41, 15.42, 15.43, 15.44, 15.45, 15.46, 15.47, 15.48, 15.49, 15.50, 15.51, 15.52, 15.53, 15.54, 15.55, 15.56, 15.57, 15.58, 15.59, 15.60, 15.61, 15.62, 15.63, 15.64, 15.65, 15.66, 15.67, 15.68, 15.69, 15.70, 15.71, 15.72, 15.73, 15.74, 15.75, 15.76, 15.77, 15.78, 15.79, 15.80, 15.81, 15.82, 15.83, 15.84, 15.85, 15.86, 15.87, 15.88, 15.89, 15.90, 15.91, 15.92, 15.93, 15.94, 15.95, 15.96, 15.97, 15.98, 15.99, 16.00, 16.01, 16.02, 16.03, 16.04, 16.05, 16.06, 16.07, 16.08, 16.09, 16.10, 16.11, 16.12, 16.13, 16.14, 16.15, 16.16, 16.17, 16.18, 16.19, 16.20, 16.21, 16.22, 16.23, 16.24, 16.25, 16.26, 16.27, 16.28, 16.29, 16.30, 16.31, 16.32, 16.33, 16.34, 16.35, 16.36, 16.37, 16.38, 16.39, 16.40, 16.41, 16.42, 16.43, 16.44, 16.45, 16.46, 16.47, 16.48, 16.49, 16.50, 16.51, 16.52, 16.53, 16.54, 16.55, 16.56, 16.57, 16.58, 16.59, 16.60, 16.61, 16.62, 16.63, 16.64, 16.65, 16.66, 16.67, 16.68, 16.69, 16.70, 16.71, 16.72, 16.73, 16.74, 16.75, 16.76, 16.77, 16.78, 16.79, 16.80, 16.81, 16.82, 16.83, 16.84, 16.85, 16.86, 16.87, 16.88, 16.89, 16.90, 16.91, 16.92, 16.93, 16.94, 16.95, 16.96, 16.97, 16.98, 16.99, 17.00, 17.01, 17.02, 17.03, 17.04, 17.05, 17.06, 17.07, 17.08, 17.09, 17.10, 17.11, 17.12, 17.13, 17.14, 17.15, 17.16, 17.17, 17.18, 17.19, 17.20, 17.21, 17.22, 17.23, 17.24, 17.25, 17.26, 17.27, 17.28, 17.29, 17.30, 17.31, 17.32, 17.33, 17.34, 17.35, 17.36, 17.37, 17.38, 17.39, 17.40, 17.41, 17.42, 17.43, 17.44, 17.45, 17.46, 17.47, 17.48, 17.49, 17.50, 17.51, 17.52, 17.53, 17.54, 17.55, 17.56, 17.57, 17.58, 17.59, 17.60, 17.61, 17.62, 17.63, 17.64, 17.65, 17.66, 17.67, 17.68, 17.69, 17.70, 17.71, 17.72, 17.73, 17.74, 17.75, 17.76, 17.77, 17.78, 17.79, 17.80, 17.81, 17.82, 17.83, 17.84, 17.85, 17.86, 17.87, 17.88, 17.89, 17.90, 17.91, 17.92, 17.93, 17.94, 17.95, 17.96, 17.97, 17.98, 17.99, 18.00, 18.01, 18.02, 18.03, 18.04, 18.05, 18.06, 18.07, 18.08, 18.09, 18.10, 18.11, 18.12, 18.13, 18.14, 18.15, 18.16, 18.17, 18.18, 18.19, 18.20, 18.21, 18.22, 18.23, 18.24, 18.25, 18.26, 18.27, 18.28, 18.29, 18.30, 18.31, 18.32, 18.33, 18.34, 18.35, 18.36, 18.37, 18.38, 18.39, 18.40, 18.41, 18.42, 18.43, 18.44, 18.45, 18.46, 18.47, 18.48, 18.49, 18.50, 18.51, 18.52, 18.53, 18.54, 18.55, 18.56, 18.57, 18.58, 18.59, 18.60, 18.61, 18.62, 18.63, 18.64, 18.65, 18.66, 18.67, 18.68, 18.69, 18.70, 18.71, 18.72, 18.73, 18.74, 18.75, 18.76, 18.77, 18.78, 18.79, 18.80, 18.81, 18.82, 18.83, 18.84, 18.85, 18.86, 18.87, 18.88, 18.89, 18.90, 18.91, 18.92, 18.93, 18.94, 18.95, 18.96, 18.97, 18.98, 18.99, 19.00, 19.01, 19.02, 19.03, 19.04, 19.05, 19.06, 19.07, 19.08, 19.09, 19.10, 19.11, 19.12, 19.13, 19.14, 19.15, 19.16, 19.17, 19.18, 19.19, 19.20, 19.21, 19.22, 19.23, 19.24, 19.25, 19.26, 19.27, 19.28, 19.29, 19.30, 19.31, 19.32, 19.33, 19.34, 19.35, 19.36, 19.37, 19.38, 19.39, 19.40, 19.41, 19.42, 19.43, 19.44, 19.45, 19.46, 19.47, 19.48, 19.49, 19.50, 19.51, 19.52, 19.53, 19.54, 19.55, 19.56, 19.57, 19.58, 19.59, 19.60, 19.61, 19.62, 19.63, 19.64, 19.65, 19.66, 19.67, 19.68, 19.69, 19.70, 19.71, 19.72, 19.73, 19.74, 19.75, 19.76, 19.77, 19.78, 19.79, 19.80, 19.81, 19.82, 19.83, 19.84, 19.85, 19.86, 19.87, 19.88, 19.89, 19.90, 19.91, 19.92, 19.93, 19.94, 19.95, 19.96, 19.97, 19.98, 19.99, 20.00, 20.01, 20.02, 20.03, 20.04, 20.05, 20.06, 20.07, 20.08, 20.09, 20.10, 20.11, 20.12, 20.13, 20.14, 20.15, 20.16, 20.17, 20.18, 20.19, 20.20, 20.21, 20.22, 20.23, 20.24, 20.25, 20.26, 20.27, 20.28, 20.29, 20.30, 20.31, 20.32, 20.33, 20.34, 20.35, 20.36, 20.37, 20.38, 20.39, 20.40, 20.41, 20.42, 20.43, 20.44, 20.45, 20.46, 20.47, 20.48, 20.49, 20.50, 20.51, 20.52, 20.53, 20.54, 20.55, 20.56, 20.57, 20.58, 20.59, 20.60, 20.61, 20.62, 20.63, 20.64, 20.65, 20.66, 20.67, 20.68, 20.69, 20.70, 20.71, 20.72, 20.73, 20.74, 20.75, 20.76, 20.77, 20.78, 20.79, 20.80, 20.81, 20.82, 20.83, 20.84, 20.85, 20.86, 20.87, 20.88, 20.89, 20.90, 20.91, 20.92, 20.93, 20.94, 20.95, 20.96, 20.97, 20.98, 20.99, 21.00, 21.01, 21.02, 21.03, 21.04, 21.05, 21.06, 21.07, 21.08, 21.09, 21.10, 21.11, 21.12, 21.13, 21.14, 21.15, 21.16, 21.17, 21.18, 21.19, 21.20, 21.21, 21.22, 21.23, 21.24, 21.25, 21.26, 21.27, 21.28, 21.29, 21.30, 21.31, 21.32, 21.33, 21.34, 21.35, 21.36, 21.37, 21.38, 21.39, 21.40, 21.41, 21.42, 21.43, 21.44, 21.45, 21.46, 21.47, 21.48, 21.49, 21.50, 21.51, 21.52, 21.53, 21.54, 21.55, 21.56, 21.57, 21.58, 21.59, 21.60, 21.61, 21.62, 21.63, 21.64, 21.65, 21.66, 21.67, 21.68, 21.69, 21.70, 21.71, 21.72, 21.73, 21.74, 21.75, 21.76



Legend:

- Stationing
- Proposed 4-inch Pipeline
- Approximate HDD Locations
- HDD Entry/Exit Pit Locations
- 10' x 10' Bore Pit
- 100' x 100' Temporary Workspace
- Perimeter Sediment Control
- Redundant Sediment Control
- Construction Corridor
- Impervious Surfaces
- Stormwater Flow Arrows
- Sewer
- Lidar Contours
- Index (10-Foot)
- Intermediate (2-Foot)
- >33% Slope
- Public Waters Inventory (PWI) Basins
- 50-foot Buffer on Wetlands/Waterbodies
- Wetland Impact Area
- Wetlands (MN DNR NWI East Central Update)

Notes:

1. BMP locations illustrated on the figures are approximate; final BMP locations will be determined based on field conditions.
2. Appropriate temporary erosion prevention and sediment control measures shall be installed in accordance with Sections 4.1 Temporary Erosion Prevention Practices and 4.2 Temporary Sediment Control Practices.
3. Matting will be used where work is occurring in areas where erosion prevention measures will be implemented at the site during construction as required by the permit conditions.
4. Stabilization of all exposed soils shall be initiated immediately in areas where construction activity in that portion of the site will not resume for a period exceeding 14 calendar days.
5. Additional erosion prevention measures will be implemented at the site during construction as required by the permit conditions.
6. Refer to Section 6.0 Inspection and Maintenance Measures for BMP inspection and maintenance activities.
7. Pollutant-generating activities will be managed in accordance with Section 7.0 Pollution Prevention Management Measures.
8. Sediment and erosion control BMPs will be placed as necessary depending on field conditions and construction activities, including the workspace area and construction corridor following completion of construction.

EROSION PREVENTION AND SEDIMENT CONTROL PLAN

Westcott Pipeline

Flint Hills Resources

LARGE FIGURE 3-10

Scale:

0 100 200 300 Feet

North Arrow:

N

Exhibit 4:

Correspondence

November 1, 2019

Mr. Vinod Borlepwar, Senior Environmental Engineer
Flint Hills Resources, LC

Re: Wescott 4-inch Propane Pipeline Project
Inver Grove Heights - Land Alteration Permit

Dear Mr. Borlepwar:

Land Alteration Permit: Approval Process

1. City Council approval is required to issue the Land Alteration Permit for the proposed land alteration volume of 21,194 CY. City Council approval is required for permits with material volumes exceeding 10,000 CY. City staff will prepare the meeting agendas and attach select plans from application submittals for the November Environmental Commission and December City Council Meetings.
2. Prior to City Council approval, Permit application must be reviewed at the November 21, 2019 Environmental Commission meeting at 7pm, City Hall. Applicant will be required to attend.
3. Final Permit approval will be reviewed and decided by City Council at the December 10, 2019 City Council regular meeting at 7pm, City Hall.
4. A grading permit fee of \$655.97 shall be submitted upon City approval and before issuance of land alteration permit documents.

Land Alteration Permit: Additional Submittals Required

5. A plan checking fee of \$1055.97 shall be submitted with the Land Alteration application.
6. A surety bond in the amount of \$92,500 shall be provided before excavation can begin. Per IGH Land Alteration Permit: $\$5000/\text{acre} \times 18.5\text{acres} = \$92,500$.
7. An Engineering Construction escrow of \$2500 shall be submitted. This account will be used for City Engineering staff field review and inspection of construction operations.
8. An environmental consultant review escrow shall be submitted. The amount is pending until consultant quote is received. The plan review escrow will be used to cover City expenses associated with reviews such as: EAWs, AUARs, or EISs. The City reserves the right to collect additional costs if the project requires additional environmental reviews, contingent upon responses to the following environmental review comments.
9. Submit a narrative describing the review processes required by other agencies, this should include the State Public Utility Commission, any other state or local agency reviews, and all the agencies and reviews described below in items #9-#12.
10. Submit proof of wetland review by Dakota County Soil and Water Conservation District or US Army Corps of Engineers. If review has not been completed, submit written explanation of current wetland

review status. The plans show some temporary wetland impacts but is not clear on wetland delineations or the WCA process with DCSWCD.

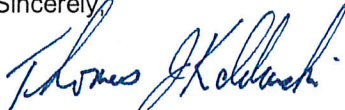
11. Submit proof of public waters review by MN DNR. If review has not been completed, submit written explanation of current public waters review status. There appears to be boring under some DNR protected water bodies and only talk about fish spawning timeframes. There should be some other correspondence from the DNR area hydrologist with their comments on any impacts to the public waters.
12. Submit proof of any environmental reviews by other agencies including MPCA Environmental Assessment Worksheets (EAW), Phase 1 Environmental Site Assessments (Phase 1), Environmental Impact Statements (EIS), or any other agency environmental reviews. If no environmental reviews have not been completed, submit written explanations of the review status. If no reviews have been performed, submit written explanations of why the project is exempt from reviews.
13. Submit proof of Dakota County Right-of-Way permit. If permit has not been acquired, submit written explanation of current permit application status.
14. Signed statement from Flint Hills Resources accepting responsibility for the land alteration.
15. Submit tree removal plan in conformance with the City of Inver Grove Heights' Tree Preservation Ordinance. Trees that the City Planner has identified for preservation should not be removed.
16. A City Right-of-Way Permit is required for work in 120th Street and Arnold Avenue.

Land Alteration Permit: Conditions of the Permit

17. Applicant must comply with the requirements of all DCSWCD, USACE, DNR and MPCA wetland protection requirements.
18. Applicant must comply with the requirements of DNR hydrologist public waters protection requirements.
19. Applicant must comply with all conditions of the project SWPPP as prepared by Barr, dated October 2019.
20. Applicant must restore all existing grades and drainage patterns to pre-project conditions.
21. Applicant must mail written notice to all adjacent property owners. The written notice must include a description of the work being performed, a project schedule, and a Flint Hills Resources contact name and phone number for a project contact authorized to represent the owner.
22. Where the project alignment uses private property or easements owned by others, the applicant must submit written authorization from the private property or private easement owners.
23. The plan indicates approximately 700 lineal feet of City bituminous trail impacted by excavation, and an additional 700 lineal feet of trail that could be impacted by construction traffic. If the bituminous trail is damaged by excavation or construction traffic, it must be restored to pre-construction conditions or better. If existing concrete barricades are move for temporary access, they must be returned to the pre-construction locations. Attached is City Plate STR-15 detailing the City's minimum bituminous trail section.

24. Pipeline trench backfill beneath the City bituminous trail must be compacted to 100% standard proctor density. Pipeline trench backfill in green space within any city property must be compacted to 90% standard proctor density.
25. A maximum of 400 lineal feet of trench excavation shall be open at any time. Trench backfilling and soil stabilization must begin prior to continuing open trench excavation.
26. Coordinate and comply with City of Eagan comments and avoid water tower utility conflicts.
27. Erosion control shall be installed and inspected by the City Engineer prior to commencing work.
28. Only rock, sand, gravel, dirt or similar natural earth fill is permitted. No concrete, asphalt, or demolition wastes will be permitted as fill unless a demolition landfill permit is first obtained from Dakota County (see attached). All imported fill shall be certified as clean fill per county standards.
29. Operations shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday - Saturday, and shall not interfere with the health and safety of surrounding residents and the premises shall always be maintained so as not to create a nuisance.
30. Any explosives used must be done so in accordance with Inver Grove Heights Code and any other applicable standards, e.g., Federal, State, Industrial, etc. Obtain all required permits.
31. Each day, or when required by the City, material from this operation that is found to exist on City streets and County roads shall be cleaned to the City's satisfaction by the applicants.
32. Upon completion of land alteration operations, the land must be left according to the plans and contours submitted with this application and planted with vegetation (subject to approval by the City) to prevent erosion.
33. Upon completion of land alteration operations or expiration of this permit, an inspection will be made by the City of the premises and adjoining streets. Any damage to have been caused by these operations will be corrected by the applicant upon notification of the City.
34. A preconstruction meeting with the City Engineering Division must be held at a suitable location prior to the start of construction.

Sincerely,

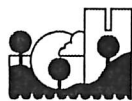
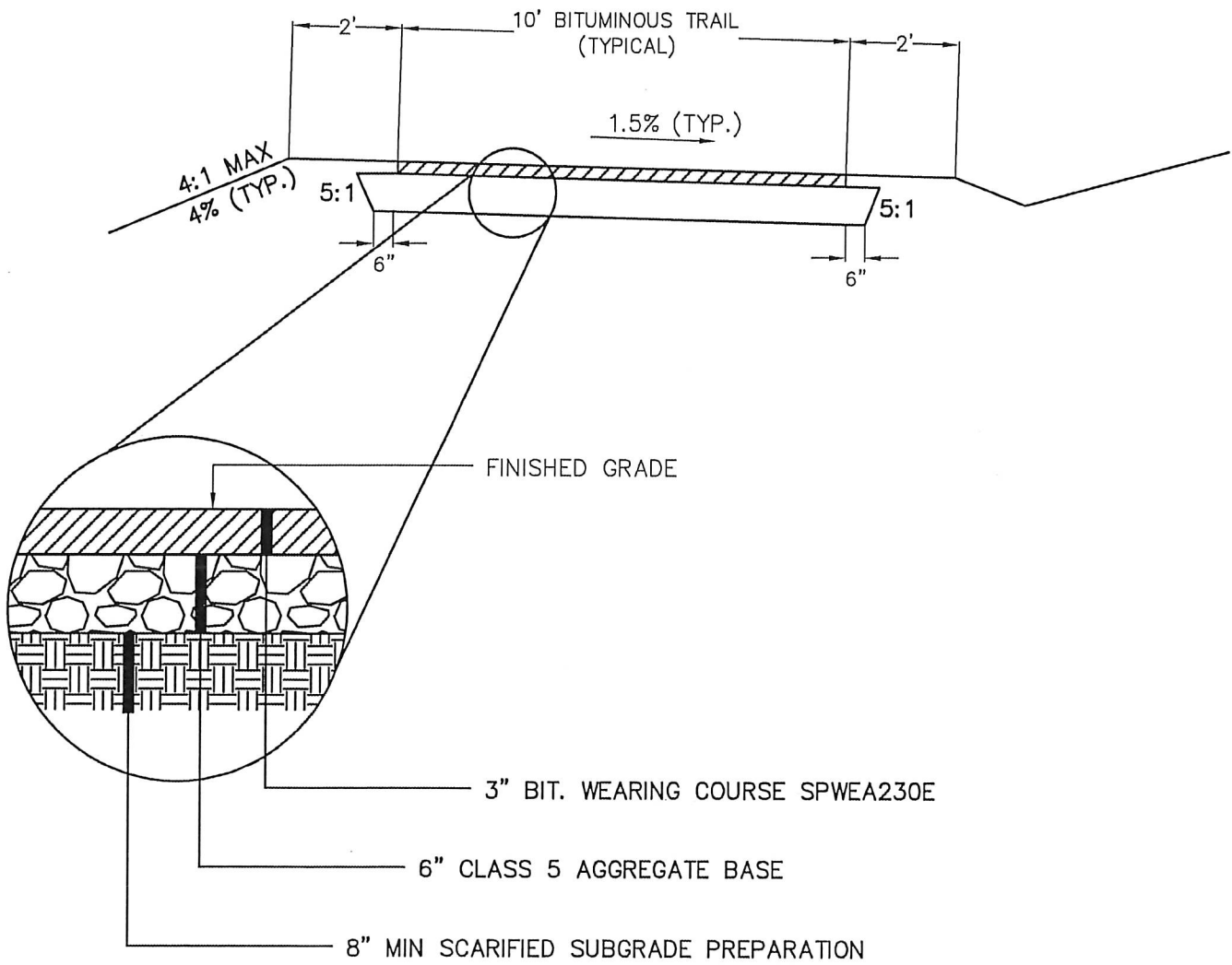


Thomas J. Kaldunski, P.E.
City Engineer

TJK/jm

Att: STR-15 BITUMINOUS TRAIL

cc: Allan Hunting, City Planner
Ally Sutherland, Environmental Specialist
Timothy Kuntz, City Attorney
Jeff Schadegg, Fire Marshal
John Gorder, Eagan City Engineer
Christopher Brown, Project Manager, FHR Pipelines and Terminals



BITUMINOUS TRAIL

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

3/19

PLATE NO.
STR-15



November 11, 2019

City of Inver Grove Heights
Attn: Ally Sutherland – Environmental Specialist
8150 Barbara Avenue
Inver Grove Heights, MN 55077
asutherland@invergroveheights.org

Re: Land Alteration Permit – Follow up Information submittal
Wescott 4-inch Propane Pipeline Project
Flint Hills Resources Pine Bend, LLC

Ms. Sutherland:

I am submitting the attached document on behalf of Flint Hills Resources Pine Bend, LLC (FHR) in response to the City of Inver Grove Heights' request for information in a letter dated November 1, 2019 regarding the Land Alteration Permit approval process. As discussed during our meeting on November 7, 2019 with city staff, I am enclosing only the information needed for the environmental commission review meeting scheduled on November 21, 2019.

If you have questions about the information presented in this submittal, please contact me at 651-480-2980 or Vinod.Borlepwar@fhr.com.

Sincerely,

A handwritten signature in purple ink, appearing to read 'Borlepwar', with a circular mark to the left.

Vinod Borlepwar
Senior Environmental Engineer

Enclosures

Cc: Eric Dominiack, Environmental Manager

Land Alteration Permit: Additional Submittals Required

9. **Submit a narrative describing the review processes required by other agencies, this should include the State Public Utility Commission, any other state or local agency reviews, and all the agencies and reviews described below in items#10-#12.**

The project was reviewed by the Minnesota Public Utilities Commission on September 5, 2019 pursuant to MN Statute Chapter 216G. A routing permit is not required from the Minnesota Public Utilities Commission because the proposed pipeline has a nominal diameter of less than six inches and therefore is not considered a "pipeline" per MN Statute 216G.02 subdivision 1.

Under MN Statute 216G.03, subdivision 3, FHR created an Information book and submitted it to the Minnesota Public Utilities Commission. It was brought before the PUC on September 5, 2019, where it was approved for distribution. Per MN Statute 216G.03 subdivision 3(a)(1), a public meeting was held by the Dakota County Board on October 17, 2019. Also, on or before October 17, each landowner from which an easement will be acquired was provided a copy of the information book. This initiated the mandatory 30-day wait period before negotiating easements with affected landowners. FHR has completed the process required by the Minnesota Public Utilities Commission and may begin to negotiate easements on November 16, 2019.

A table with Federal, State, and local permits and/or reviews required as part of the project has been included in Question 10 below.

10. **Submit proof of wetland review by Dakota County Soil and Water Conservation District or US Army Corps of Engineers. If review has not been completed, submit written explanation of current wetland review status. The plans show some temporary wetland impacts but is not clear on wetland delineations or the WCA process with DCSWCD.**

The proposed project will result in 0.10 acres of temporary wetland impacts, with all 0.10 acres of temporary wetland impact occurring within the City of Inver Grove Heights. There is no planned wetland impact occurring within the City of Rosemount. Wetland impacts were determined by a level I desktop wetland determination review and Level II wetland field delineation, completed by Barr Engineering in November 2019, at the request of Andi Moffatt (WSB Environmental) representing the City of Rosemount and Brian Watson (Dakota County Soil and Water Conservation District) representing the City of Inver Grove Heights. Per a discussion between Eric Dominiack (FHR), Andi Moffatt, and Brian Watson on October 24, 2019, it was agreed the City of Inver Grove Heights would take the lead on the project from an LGU standpoint as most of the wetland disturbance was anticipated within the City of Inver Grove Heights.

Per our ongoing discussions with Brian Watson, FHR intends to submit the Joint Application Form for Activities Affecting Water Resources in Minnesota to the Dakota County Soil and Water Conservation District the week of November 11, 2019. The application will request an Exemption/ No Loss Determination. FHR will provide a copy of this correspondence and/or approval if requested.

Additionally, regulated activities will be conducted in accordance with the terms and conditions of the St. Paul District U.S Army Corps of Engineers Utility Regional General Permit. The proposed project does not trigger a pre-construction notification (PCN) per Section E of the referenced permit.

11. **Submit proof of public waters review by MN DNR. If review has not been completed, submit written explanation of current public waters review status. There appears to be boring under some DNR protected water bodies and only talk about fish spawning timeframes. There should be some other correspondence from the DNR area hydrologist with their comments on any impacts to the public waters.**

FHR completed a review using public water inventory (PWI) mapping on May 8, 2019 to determine if the proposed project would impact public waters. Based on the review of applicable PWI maps for Dakota County, the only waterbody identified as a public water is waterbody 296W located at Latitude- 44°47'44.85" N, Longitude-93°5'44.95" W. This waterbody is designated as a public waters wetland, is located on property owned by the City of Inver Grove Heights, and as such does not meet the requirements for a MN DNR utility license to cross state land or waters. Please see attached email confirmation from the MN DNR on May 8, 2019. FHR plans to utilize a no impact crossing technique (i.e. horizontal directional drill) to cross the referenced wetland.

12. **Submit proof of any environmental reviews by other agencies including MPCA Environmental Assessment Worksheets (EAW), Phase 1 Environmental Site Assessments (Phase 1), Environmental Impact Statements (EIS), or any other agency environmental reviews. If no environmental reviews have been completed, submit written explanations of the review status. If no reviews have been performed, submit written explanations of why the project is exempt from reviews.**

FHR completed a permit applicability review of Federal, State, and local permits required for the proposed project. The table below sets out the results of this review and the status of each required item.

An Environmental Assessment Worksheet (EAW) is not required for the proposed project per Minnesota Administrative Rule 4410.4300, which lists mandatory Environmental Assessment Worksheet (EAW) categories. The proposed propane pipeline will be less than 6 inches in diameter; therefore, the proposed propane pipeline installation project does not meet or exceed the threshold triggering the mandatory EAW under 4410.4300, Subpart 7 for Pipelines.

An Environmental Impact Statement (EIS) is not required for the proposed project per Minnesota Administrative Rule 4410.4400, which list mandatory Environmental Impact

Statement (EIS) categories. The proposed propane pipeline will be less than 6 inches in diameter; therefore, the proposed propane pipeline installation project does not meet or exceed the threshold triggering the mandatory EIS under 4410.4400, Subpart 24 for Pipelines.

Permits required for the project are included in the table below:

Agency	Permit or Approval	Status
U.S. Army Corps of Engineers – St Paul District	Utility Regional General Permit	Permit Required. The regulated activities will be conducted in accordance with the terms and conditions of the St. Paul District U.S Army Corps of Engineers Utility Regional General Permit. The proposed project does not trigger a pre-construction notification (PCN) per Section E of the referenced permit.
U.S. Fish and Wildlife Services	Endangered Species Act Compliance	Required. Review was completed on March 11, 2019 by FHR.
State Historic Preservation Office	National Historic Preservation Act Compliance	Required. Review was completed on March 8, 2019 by FHR.
Department of Natural Resources – National Heritage Information System	MN Endangered Species Law	Required. Review was completed on March 11, 2019 by FHR.
Department of Natural Resources – Real Estate	License to Cross Public Waters	The public waters wetland 296W does not meet the requirements for a MN DNR utility license to cross state land or waters. Email verification with DNR was completed on May 8, 2019. See Question 11 Above.
Department of Natural Resources - Water	Water Appropriation Permit	Not Required. This project does not anticipate appropriations exceeding 10,000 gpd or 1,000,000 gallons per day. No permit is required from DNR.
Minnesota Pollution Control Agency	National Pollutant Discharge Elimination System/State Disposal System - CSW	Required. Permit coverage approved by the MPCA on October 7, 2019. Permit Number C00055039.
Minnesota Pollution Control Agency	National Pollutant Discharge Elimination System/State Disposal System - Hydrotest Discharge	Not Required. Hydrostatic test water will not be discharged to the ground. Permit coverage is not required.
Department of Natural Resources – Board of Water and Soil Resources and Local Government Unit	Wetland Conservation Act	Required. Application for Exemption/ No Loss Determination is anticipated to be submitted in the week of November 11th, 2019. Level I desktop wetland determination review and Level II wetland field delineation completed November 8, 2019.
Union Pacific Railroad	Crossing License	In Progress
Dakota County	Utility ROW Permit(s)	In Progress
City of Rosemount	Grading and Construction Stormwater(s)	In Progress
City of Inver Grove Heights	Land Alteration and Right of Way Permit(s)	In Progress

Responses to the additional items requested by Ally Sutherland from an email dated 11/08/2019 are outlined below:

1. **Please provide a list of all approvals, reviews, and permits you have received or are in the process of receiving from entities other than the City of Inver Grove Heights. Please identify the date it was received or when it will be received, and the issuing entity.**

A table with Federal, State, and local permits and/or reviews required as part of the project has been included in Question 10 above.

2. **Please provide a specific description/designation of the material being transported through the pipeline.**

The proposed 4" diameter pipeline will transport liquefied petroleum gases (LPG) from the Flint Hills Resources (FHR) Pine Bend Refinery to the FHR Wescott Terminal. The Wescott Terminal is designed to store light-end petroleum products such as propane and butane.

3. **Will the material handled by the pipeline ever be changed to a different material?**

FHR's current vision is to only transport liquefied petroleum gases, however, if a future opportunity were to arise FHR would seek out the required approvals for any proposed change in service.

4. **Will there be control systems in place for leak detections or spills?**

The proposed pipeline would be constructed with the infrastructure to facilitate remote operations and monitoring. The operation of the pipeline would be monitored remotely 24 hours per day by the Pipeline Control Center (PCC) through the use of a SCADA system and Pipeline Leak Detection System (PLDS), with a computerized communications system located in Wichita, Kansas.

5. **Do they have a contingency plan in case of leaks/spills/environmental emergencies? If so, what is the plan?**

The proposed pipeline will be added to a Spill Response Plan that is approved by PHMSA and made available to local responders. Emergency procedures included in this plan will satisfy the requirements of 49 CFR Part 194 and 49CFR 195.402(e).

Through the Spill Response Plan, and, through planned outreach that includes site visits, training and drills, FHR will respond in cooperation with local responders, in the unlikely event of a release.

6. **Will a Utility Crossing License be received from the DNR? If not, please provide a written description from the DNR of why.**

Please see Question 11 above.

Borlepwar, Vinod

From: BARTLEY, ELIZABETH
Sent: Tuesday, September 10, 2019 3:27 PM
To: Borlepwar, Vinod
Subject: FW: License to Cross Question - Water

Follow Up Flag: Follow up
Flag Status: Completed

See below.

Elizabeth Bartley

Right of Way Agent | Flint Hills Resources LC
C: 612-244-9950



From: Zoch, Jean M (DNR) <jean.zoch@state.mn.us>
Sent: Wednesday, May 8, 2019 9:13 AM
To: BARTLEY, ELIZABETH <ELIZABETH.BARTLEY@FHR.COM>
Subject: RE: License to Cross Question - Water

Sent by an external sender. Use caution opening attachments, clicking web links, or replying unless you have verified this email is legitimate.

Hello Elizabeth,

No a license will not be required because it is a wetland and we don't issue licenses for crossing wetlands.

Jean Zoch

Real Estate Technician | Division of Lands & Minerals

Minnesota Department of Natural Resources

1200 Warner Road
St. Paul, MN 55106
Phone: 651-259-5843
Email: jean.zoch@state.mn.us
mndnr.gov



From: BARTLEY, ELIZABETH <ELIZABETH.BARTLEY@FHR.COM>

Sent: Wednesday, May 8, 2019 8:59 AM

To: Zoch, Jean M (DNR) <jean.zoch@state.mn.us>

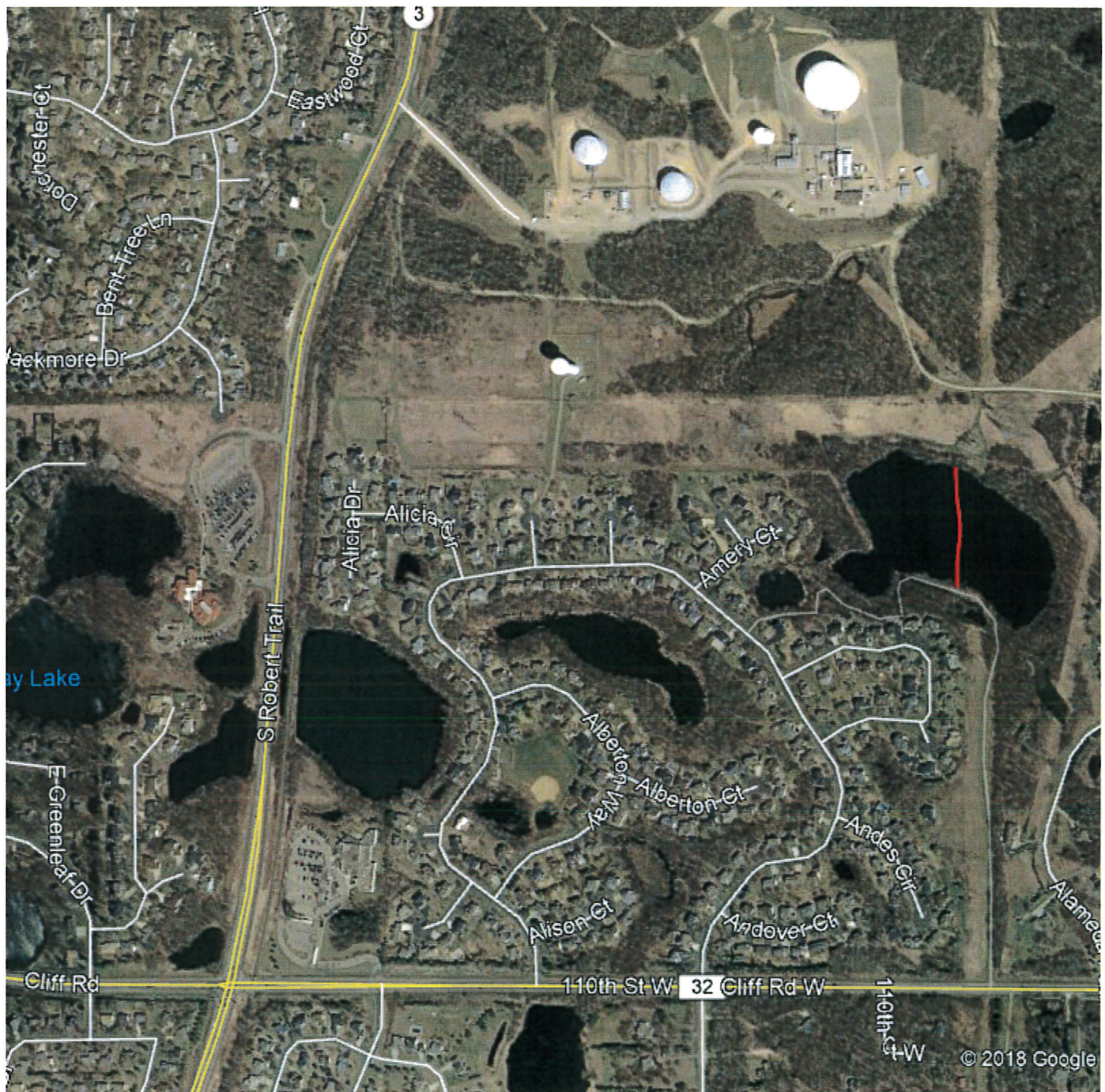
Subject: RE: License to Cross Question - Water

Hi Jean,

Would the water crossing pictured below require a license to cross public waters? It's 19-296W in Inver Grove Heights, Dakota County. It seems like it's classified as a wetland on your list so I was not sure if it was considered a water basin or wetland for licensing purposes.

44.795645°, -93.095984°

Thanks,



Elizabeth Bartley

Right of Way Agent | Flint Hills Resources LC
C: 612-244-9950



From: Zoch, Jean M (DNR) <jean.zoch@state.mn.us>
Sent: Wednesday, March 20, 2019 2:42 PM
To: BARTLEY, ELIZABETH <ELIZABETH.BARTLEY@FHR.COM>
Subject: RE: License to Cross Question - Water

Sent by an external sender. Use caution opening attachments, clicking web links, or replying unless you have verified this email is legitimate.

Hello Elizabeth,

It is hard to give a time frame due to the increase in applications and projects. Also, it takes time to obtain my supervisor's signature on licenses. I would probably have a better idea once I receive the application.

My suggestion would be to give plenty of time between submittal of application and the start of your project. At least two months.

Thanks!

Jean Zoch

Real Estate Technician | Division of Lands & Minerals

Minnesota Department of Natural Resources

1200 Warner Road

St. Paul, MN 55106

Phone: 651-259-5843

Email: jean.zoch@state.mn.us

mndnr.gov



From: BARTLEY, ELIZABETH <ELIZABETH.BARTLEY@FHR.COM>
Sent: Wednesday, March 20, 2019 2:18 PM
To: Zoch, Jean M (DNR) <jean.zoch@state.mn.us>
Subject: License to Cross Question - Water

Hi Jean,

I'm wondering if you can tell me how long it takes typically to get an approved license to cross a DNR managed waterbody (this will be in the Inver Grove Heights area). I haven't yet applied for a license to cross since I've been in this role, so I don't have a time reference on the process.

Thanks so much!

Elizabeth Bartley



Technical Memo



To: Ms. Ally Sutherland & Mr. Jacob Moser, City of Inver Grove Heights

From: Jeff Madejczyk, Wenck Associates, Inc.
Eric Osterdyk, EIT, Wenck Associates, Inc.

Date: November 13, 2019

Subject: Flint Hills Resource Pipeline Environmental Review Applicability Assessment

Background

Flint Hills Resources (FHR) proposes to construct a new propane pipeline, which will be partially located within Inver Grove Heights (City). The new pipeline will connect the refinery to an existing terminal recently acquired by FHR (Figure 1). The pipeline project requires a land alteration permit from the City. FHR provided initial details about the project to the City and has stated that the project does not require environmental review as it is below the thresholds for a pipeline project.

The City requested assistance from Wenck to review the materials submitted. This memo details findings from the document and regulation reviews to determine if an environmental review is required for the proposed pipeline.

Regulation Thresholds

Wenck reviewed the following regulations to determine the threshold limits for a mandatory environmental review:

- ▲ Minnesota Rules 4410.4300 – Mandatory Environmental Assessment Worksheet (EAW) Categories
- ▲ Minnesota Rules 7852 – Pipeline Route Permit [Public Utilities Commission (PUC)]

Subparagraph 7 of statute 4410.4300 states that an EAW must be prepared for the construction of a pipeline that is greater than six inches in diameter and is more than 0.75 miles in length. Per a conversation with the Environmental Quality Board (EQB), subsections for length, pressure, and easements do not apply if the pipeline is less than 6-inches in diameter.

In statute 7852.0100, the PUC defines a pipeline as:

- ▲ Pipe with a nominal diameter of six inches or more that is designed to transport hazardous liquids, but does not include pipe designed to transport a hazardous liquid by gravity, and pipe designed to transport or store a hazardous liquid within a refining, storage, or manufacturing facility; or
- ▲ Pipe designed to be operated at a pressure of more than 275 pounds per square inch (psi) and to carry gas.

Documents Reviewed and Project Specific Information

Wenck reviewed the following documents for comparison to the regulation thresholds for a mandatory environmental assessment. Applicable environmental information from each document is listed below.

Land Alteration Permit – Follow Up Information Submittal, by Flint Hills Resource, dated November 11, 2019.

- ▲ The 4-inch diameter pipeline will transport liquefied petroleum gases (LPG). The Wescott Terminal is designed to store light-end petroleum products such as propane and butane.
- ▲ FHR intends to only transport LPG. However, FHR will obtain the required approvals for any proposed change in service if a future opportunity arises.
- ▲ The Pipeline Control Center (PCC) will remotely monitor the operation of the pipeline 24 hours per day through a supervisory control and data acquisition (SCADA) system and Pipeline Leak Detection System (PLDS).
- ▲ FHR will add the proposed pipeline to a spill response plan approved by the Pipeline and Hazardous Materials Safety Administration (PHMSA). The plan will be made available to local responders.

Construction Stormwater Pollution Prevention Plan (SWPPP), by Barr, dated October 2019.

- ▲ The project will disturb 25.2 acres (18.5 acres of disturbance is within Inver Grove Heights and 6.7 acres is within Rosemount). The project does not include any new impervious surfaces.
- ▲ The 4-inch diameter pipe has a total length of 25,897 feet (17,741 feet is in Inver Grove Heights and 8,156 feet is in Rosemount). The maximum allowable operating pressure (MAOP) is 740 psig. The alignment for the new proposed pipeline route will primarily be new utility corridor.
- ▲ Eight sections of horizontal directional drilling (HDD) will be used to cross wetlands and public waters. The remaining sections of the pipeline will be installed via open trench.
- ▲ There are no special or impaired receiving waters within one mile of the construction areas. Barr identified four unnamed lakes in the project area that have work in water restrictions.
- ▲ The project results in 0.41 acres of temporary disturbance to wetlands. Impacts to wetlands will result in no permanent loss of wetland area function.
- ▲ Barr reviewed Minnesota National Heritage Inventory (NHI) and U.S. National Fish and Wildlife (USFWS) records for potential threatened and endangered species in the project area. The records indicate that one state listed species and four federally listed species are found in the study area.
- ▲ In Situ Archeological Consulting conducted a cultural resource literature review along a 500-foot corridor centered on the Project centerline. The literature review did not identify any previously recorded cultural resources or previously completed cultural resource inventories within the study area.
- ▲ The project is not located within karst or drinking water supply management area (DWSMA).

- ▲ The SWPPP details erosion prevention and sediment control best management practices (BMPs).

Conclusion

The pipeline diameter is 4-inches, which is under the threshold required by the EQB and the PUC. The pipeline is designed to operate above the pressure threshold of 275 psi, but the pipeline will carry liquified propane, not gas. Therefore, the project does not meet the definition of a pipeline under PUC regulation and does not trigger mandatory environmental review under Minnesota Rules 4410.4300.

In addition to being below the regulatory thresholds for a mandatory environmental review, FHR has completed the following assessments for environmental due diligence:

- ▲ Special and impaired waters search
- ▲ Public waters with work in water restrictions
- ▲ Wetland impacts
- ▲ Endangered or threatened species review
- ▲ Historic and archeological site review
- ▲ Karst areas or drinking water supply management areas
- ▲ Groundwater or soil contamination
- ▲ Erosion prevention and sediment control BMPs
- ▲ Leak detection monitoring
- ▲ Spill response plan

Wenck reviewed the information provided by the applicant, the EQB mandatory EAW thresholds, and had a follow-up conversation with the EQB. Through this review, Wenck concurs that a mandatory EAW is not required.



Technical Memo

Responsive partner.
Exceptional outcomes.

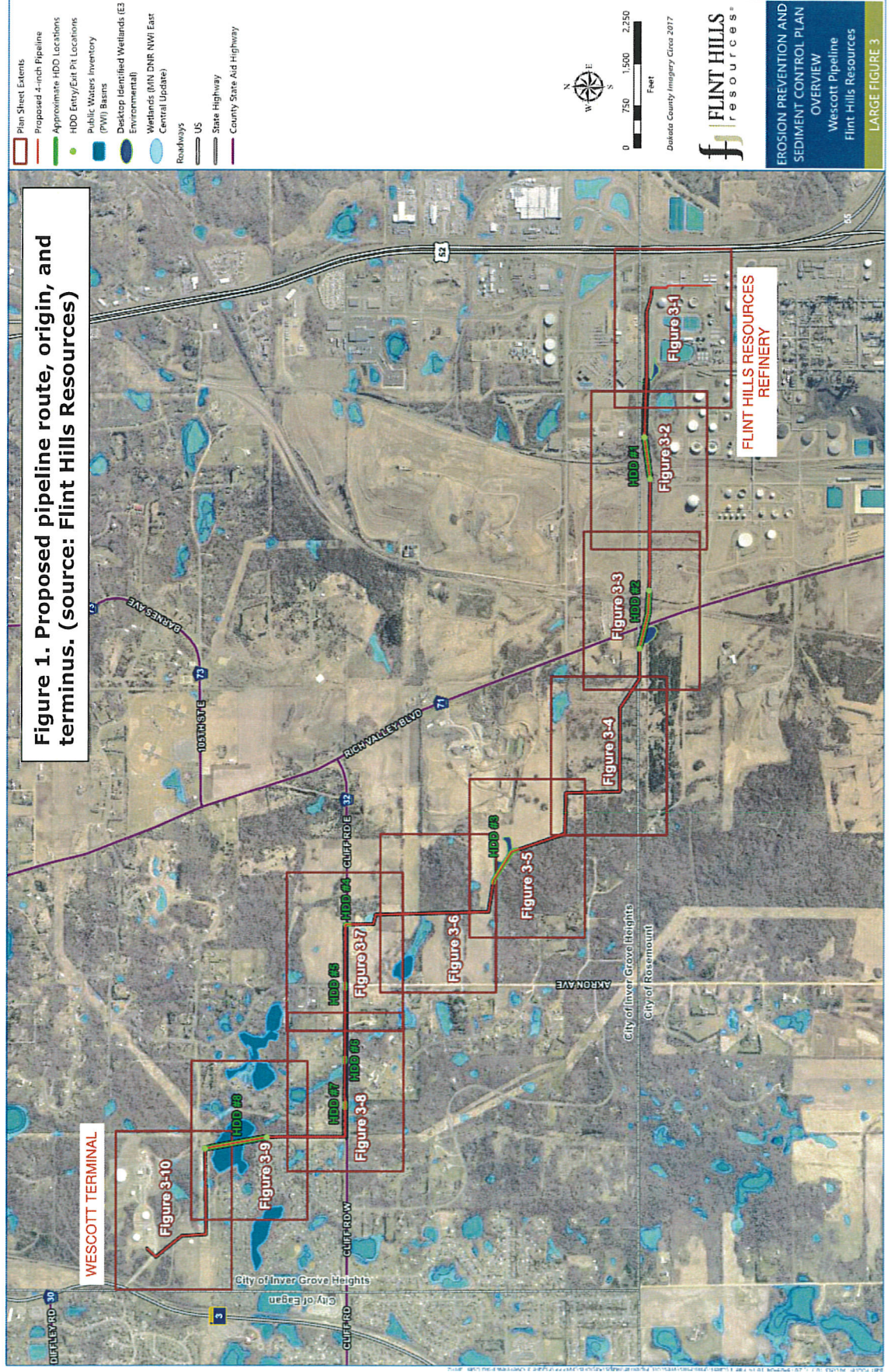


Exhibit 5:

Wetland Report

Minnesota Wetland Conservation Act Notice of Decision

Local Government Unit: Inver Grove Heights	County: Dakota
Applicant Name: Flint Hills Resources Pine Bend, LLC, Chad Franzoi	
Applicant Representative: Flint Hills Resources Pine Bend, LLC, Vinod Borlepwar	
Project Name: Wescott Pipeline Project	LGU Project No. (if any): SWCD # 19-IGH-241
Date Complete Application Received by LGU: 11/15/19	
Date of LGU Decision: 11/18/19	
Date this Notice was Sent: 11/18/19	

WCA Decision Type - check all that apply

☐ Wetland Boundary/Type	☐ Sequencing	☐ Replacement Plan	☐ Bank Plan (not credit purchase)
☒ No-Loss (8420.0415)		☐ Exemption (8420.0420)	
Part: ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F ☐ G ☒ H		Subpart: ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9	

Replacement Plan Impacts (replacement plan decisions only)

Total WCA Wetland Impact Area:
Wetland Replacement Type: ☐ Project Specific Credits: ☐ Bank Credits:
Bank Account Number(s):

Technical Evaluation Panel Findings and Recommendations (attach if any)

☐ Approve ☐ Approve w/Conditions ☐ Deny ☒ No TEP Recommendation
--

LGU Decision

☒ Approved with Conditions (specify below) ¹ ☐ Approved ¹ ☐ Denied List Conditions: Temporary wetland impacts will be restored to pre-construction conditions and appropriate erosion control measures will be used during construction
Decision-Maker for this Application: ☒ Staff ☐ Governing Board/Council ☐ Other:
Decision is valid for: ☒ 5 years (default) ☐ Other (specify):

¹ *Wetland Replacement Plan approval is not valid until BWSR confirms the withdrawal of any required wetland bank credits. For project-specific replacement a financial assurance per MN Rule 8420.0522, Subp. 9 and evidence that all required forms have been recorded on the title of the property on which the replacement wetland is located must be provided to the LGU for the approval to be valid.*

LGU Findings – Attach document(s) and/or insert narrative providing the basis for the LGU decision¹.

☐ Attachment(s) (specify): ☒ Summary: Flint Hills Resources has submitted a No-Loss application for 0.10 acres of temporary impacts to Wetlands 11 and 30 for installation of a new 4-inch diameter gas pipeline. The project area includes both the City of Rosemount and the City of Inver Grove Heights. The project will include horizontal directional drilling to avoid and minimize wetland impacts.

¹ *Findings must consider any TEP recommendations.*

Attached Project Documents

☒ Site Location Map ☒ Project Plan(s)/Descriptions/Reports (specify): Complete Application including Wetland Determination and Delineation Verification

Appeals of LGU Decisions

If you wish to appeal this decision, you must provide a written request within 30 calendar days of the date you received the notice. All appeals must be submitted to the Board of Water and Soil Resources Executive Director along with a check payable to BWSR for \$500 *unless* the LGU has adopted a local appeal process as identified below. The check must be sent by mail and the written request to appeal can be submitted by mail or e-mail. The appeal should include a copy of this notice, name and contact information of appellant(s) and their representatives (if applicable), a statement clarifying the intent to appeal and supporting information as to why the decision is in error. Send to:

Appeals & Regulatory Compliance Coordinator
Minnesota Board of Water & Soils Resources
520 Lafayette Road North
St. Paul, MN 55155
travis.germundson@state.mn.us

Does the LGU have a local appeal process applicable to this decision?

☒ Yes¹ ☐ No

¹If yes, all appeals must first be considered via the local appeals process.

Local Appeals Submittal Requirements (LGU must describe how to appeal, submittal requirements, fees, etc. as applicable)

Send petition within 30 calendar days of date receive notice and \$TBD fee to: City of Inver Grove Heights, 8150 Barbara Avenue, Inver Grove Heights, MN 55077

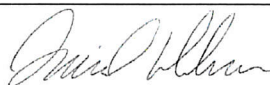
Notice Distribution (include name)

Required on all notices:

☒ SWCD TEP Member: David Holmen	☒ BWSR TEP Member: Ben Carlson
☒ LGU TEP Member (if different than LGU contact): Allan Hunting, City of Inver Grove Heights, Andi Moffat, WSB	
☒ DNR Representative: Jennie Skancke, Leslie Parris	
☒ Watershed District or Watershed Mgmt. Org.: Joe Barten, Lower Mississippi River WMO Administrator, Mark Zabel, Vermillion River Watershed JPO	
☒ Applicant (notice only): Chad Franzoi, FHR	☒ Agent/Consultant (notice only): Vinod Borlepwar, FHR

Optional or As Applicable:

☒ Corps of Engineers: usace_requests_mn@usace.army.mil	
☐ BWSR Wetland Mitigation Coordinator (required for bank plan applications only):	
☐ Members of the Public (notice only):	☐ Other:

Signature: 	Date: 11/18/19
---	--------------------------

This notice and accompanying application materials may be sent electronically or by mail. The LGU may opt to send a summary of the application to members of the public upon request per 8420.0255, Subp. 3.

Westcott Pipeline Project-NWI Feature Crossing Table

Map Label	Map Book Pg.	Type	Jurisdictional WOTUS*	Comment
W1	3	PEM1A	Yes	Crossed by the centerline.
W2	4	PEM1A	Yes	Crossed by the centerline.
W3	5	PUBG, pond	Yes	Crossed by the centerline, planned HDD, also a MN DNR PWI.
W4	6	PEM1C	Yes	Crossed by centerline.
W5	7	PEM1C	Yes	Located approx. 90-feet west of centerline.
W6	8	PEM1F	Yes	Located approx. 10-feet north of centerline.
W7	9	PEM1A	Yes	Located approx. 40-feet north of centerline.
W8	11	PEM1A	Yes	Located approx. 85-feet west of centerline.
W9	12	PEM1A	Yes	Located approx. 20-feet east of centerline.
W10	13	PFO1A	Yes	Located approx. 35-feet west of centerline.
W11	14	PEM	Yes	Adjacent to the centerline, extends to the northeast
W12	15	PEM	Yes	Crossed by the centerline
W13	21	PEM	Yes	Crossed by the centerline.
W14	25	PEM	Yes	Adjacent to the centerline, extends to the north.
W15	26	PEM	Yes	Intermittent waterway, crossed by the centerline.

*Jurisdictional characterization is based upon professional opinion, USACE authority required to make binding determination.

Exhibit 6:

Environmental Commission 11/21/2019 Meeting Minutes

**INVER GROVE HEIGHTS
ENVIRONMENTAL ADVISORY COMMISSION MEETING MINUTES
Thursday, November 21, 2019
8150 Barbara Avenue
7:00 P.M.**

1. CALL TO ORDER

The Environmental Advisory Commission of Inver Grove Heights met in regular session on Thursday, November 21, 2019, in the City Council Chambers. Chair Trenzeluk called the meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Chair Ted Trenzeluk, Commissioners; Sarah Brass, Katherine Teiken, Aditya Jayam, Matt Mills, Robert Heidenreich and Nichole Boehmke
Absent: Patricia Todd (Excused), Lauren DeGidio
Others Present: Ally Sutherland, Environmental Specialist; Jake Moser, Civil Engineer; Heather Rand, Community Development Director

3. PRESENTATIONS

4. ANNOUNCEMENTS

A. Next meeting – Thursday, December 19, 2019, Regular Meeting 7:00pm

B. Xcel Energy's Partners in Energy Program Update

The Community Development Department will be applying to the Xcel Energy Partners in Energy Program in January 2020.

C. MSP Airport Noise Joint Meeting with City Council and Environmental Commission 1st Quarter 2020

A joint City Council and Environmental Commission meeting will be held first quarter of 2020 to discuss Airport Noise in Inver Grove Heights. Meeting time and location of the joint meeting is to be determined.

5. CONSENT AGENDA

A. Minutes of Thursday, October 24, 2019 Environmental Commission Meeting

Motion by Commissioner Teiken, seconded by Commissioner Brass to approve the minutes from Thursday, October 24, 2019 as submitted.

Ayes: 7

Nays: 0 Motion carried.

6. PUBLIC COMMENT

7. REGULAR AGENDA

A. Consider a request for a Land Alteration Permit (LAP) for excavating and grading of material in the amount of 21,194 cubic yards for Flint Hills Resources Pine Bend, LLC (FHR).

Mr. Jake Moser, Civil Engineer, presented the Land Alteration Permit (LAP) request. He stated that the city requires a LAP for any land disturbing activity that alters more than 1,000 square feet or 50 cubic yards of soil. City Council approval is required for permits allowing more than 10,000 cubic yards of dirt to be moved. This request is for moving 21,194 cubic yards of material. This permit is a tool used by the city to review plans and inspect land disturbing project to protect residents, neighbors of the project, city infrastructure and environment. Engineering division reviews grading, stormwater management and erosion control plans to verify compliance with all city engineering requirements. The Engineering division also verifies requirements of other city departments are addressed and that external agency permits are secured by the applicant.

Mr. Moser noted Wenck consultants were hired for the project to guide city staff on mandatory environmental review requirements for pipeline projects. City engineering staff have reviewed all submitted plans including pipeline alignment and erosion control plans and verified that all material excavated will be backfilled and restored to pre-project grades and drainage patterns. Based on the reviews completed by the City and Wenck, the Engineering division recommends approval of the Land Alteration Permit.

Mr. Eric Dominiack, Flint Hills Resources (FHR) Environmental Engineer, presented an overview of the proposed Land Alteration project. FHR operates Pine Bend refinery in Rosemount, MN. The proposed pipeline will start at the Pine Bend refinery and will end at the FHR Wescott Terminal located off of Highway 3 in Inver Grove Heights. The proposed pipeline is 4.5-miles with a 4-inch diameter and would transfer Liquified Petroleum Gas (LPG).

Chair Trenzeluk asked if the pipeline is replacing an existing pipeline. Mr. Dominiack responded in the negative noting it is new construction.

Mr. Dominiack noted 57% of the land is owned by FHR and 43% is municipal land or commercial owned land. Land only needs to be acquired from the city of Inver Grove Heights, NSP and Bituminous Roadways. No residential property needs to be acquired. The project will help manage FHR's LPG supply and storage capability. Demand varies seasonally, with higher demand in winter months. The pipeline will provide more flexibility between the FHR Pine Bend refinery and the Wescott facility. The construction process will consist of 80% open trenching and 20% horizontal drilling. Prior to construction several environmental requirements would first be implemented to meet all state and local permit requirements. HDD is the preferred method of drilling as it minimizes impacts in areas above the drilling. There are 11 HDDs currently planned; 9 are located in Inver Grove Heights and 2 in Rosemount. Two locations will cross under existing wetlands.

Mr. Dominiack stated the permit's proposed land alteration volume is 21,194 cubic yards and total disturbance of 18.5 acres. FHR has submitted a Stormwater Pollution Prevention Plan (SWPPP), including erosion control prevention methods proposed for this project. Disturbed areas will be restored to existing grades with no permanent drainage or stormwater impacts. The project was reviewed by the Minnesota Public Utilities Commission (PUC) on September 5, 2019. It was determined that a Routing Permit is not required for the project because the pipeline diameter is less than 6 inches. FHR was required by state statute to assemble an information book which was approved by the PUC on September 5. This was distributed to easement holders thereafter. The 30-day wait period is now completed and negotiations with landowners of those easement will now begin.

Mr. Dominiack reviewed all reviews and approvals received by other government agencies including the PUC, Army Corp of Engineers, Dakota County Soil and Water Conservation District, City of

Inver Grove Heights, Minnesota Department of Natural Resources, Minnesota Pollution Control Agency, City of Rosemount and Dakota County. Permitting is estimated to last from October – December 2019. Construction is estimated to start late 2019/early 2020 and be completed Spring/Summer 2020.

Mr. Jeff Madejczyk, Wenck, presented an overview of the environmental review of the FHR application completed by Wenck. Wenck reviewed the application to determine if a mandatory environmental review for the project would be required. Wenck compared the application against environmental review thresholds established in state statute rules created by the Environmental Quality Board (EQB) and the PUC. Once a pipeline has a diameter of 6 inches or greater, the threshold for pipeline environmental review is triggered. Because the pipeline proposed by FHR is below the 6-inch diameter, no stipulations noted in the pipeline rules apply for this project. Wenck noted that the EQB confirmed that there is no need for an additional environmental review. Wenck found no other items of significance to raise. A memo of Wenck's findings was provided to the city.

Chair Trenzeluk asked if the staff recommendation to approve the LAP would change if Dakota County Soil and Water Conservation District determined there was an impact to wetlands. Mr. Moser responded that the city would require that FHR present plans of wetland mitigation before proceeding.

Commissioner Heidenreich stated he lives in the neighborhood near the proposed the pipeline and that his neighborhood has worked with the City and the County to connect County Road 32/Cliff Road to 117th Street. The Plan D transportation plan is to move traffic from Farmington and Rosemount to Highway 52. Cliff Road would be moved south to intersect with 117th. Akron Avenue in the Rosemount area would be diverted behind where the pipeline would be located. He noted there was no mention of the transportation plan in FHR application material. He asked how the pipeline would affect the road plan given the pipeline would only be 5-feet deep and road construction requires excavation. He noted the road is planned to cut through the same area as the currently proposed pipeline alignment. Mr. Chris Brown, FHR Project Manager, responded that FHR owns the land Commissioner Heidenreich is referring to. He noted that he is not aware of the transportation project.

Commissioner Heidenreich stated that the Dakota County meetings on the topic are on public records and FHR staff were present during the transportation discussions. Mr. Brown responded that he would review the transportation project with other FHR departments who are aware of the transportation project. Mrs. Holli VanOverbeke also replied that FHR has had ongoing discussions with Dakota County throughout the process of developing a construction plan. She stated that she will bring the conversation back to staff.

Commissioner Teiken asked if the city has further oversight as the project moves forward with the construction period. Mr. Moser responded that the city would have a construction bond and escrow to inspection erosion control and restoration. Other conditions in the permit place requirements on the condition of the work site.

Commissioner Teiken asked how frequently the city inspections occur. Mr. Moser stated city inspections occur once per month or after any half-inch rain fall. FHR is also required to have a state trained inspector inspect their site once per week and provide the city those reports.

Commissioner Brass asked how the different drilling methods were determined for each wetland. Mr. Dominiack explained that the wetland that they will HDD under is a large. Based on the characteristics of the wetland HDD was determined to be the most suitable form of drilling. The other wetland is a freshwater wet meadow and is smaller. Impacts of open trench drilling would be minimal and restoration would be more simplistic than the other wetland would require.

Commissioner Brass asked if the open trench drilling will go through the smaller wetland. Mr. Dominiack explained that the open trench will go through the wetland and will cause 0.09 acres of temporary wetland disturbance. Topsoil would be removed, stockpiled and replaced after the pipeline is placed. Wetland seed mix would be planted so growth would occur in Spring 2020. The wetland would be restored to original conditions.

Commissioner Teiken asked how common these projects are for FHR and when the last project occurred. Mr. Dominiack stated the last pipeline was constructed by FHR in 2008. This pipeline was placed from Clearbrook, MN to Pine Bend Refinery.

Commissioner Heidenreich asked why FHR does not plan to install the pipeline in the same area as the existing jet fuel pipeline along Akron Avenue. Mr. Brown explained that FHR does not like to bury assets next to each other for maintenance purposes. There are several assets in that area owned by FHR and third parties. The proposed route is based on asset protection.

Chair Trenzeluk asked if any complaints have been submitted to staff by the community. Mr. Moser and Mrs. Sutherland responded in the negative.

Commissioner Brass asked if a formal notification has been sent. Mr. Moser responded that a formal notification has not been sent to the City Council regarding the recent application but that the City Council approved the lot split located at the FHR terminal. His understanding is that the City Council is aware.

Commissioner Brass asked if neighbors have been notified. Commissioner Heidenreich responded that him and his neighbors have not received a notification. Mrs. Sutherland noted that the Planning Division has stated that pipelines are designated as an essential service, therefore no zoning changes are required. For that reason, the project does not need to go through public hearing process or be heard by the Planning Commission, and therefore no formal neighbor notifications have been sent by the City.

Commissioner Heidenreich stated that line 16 of the Land Alteration Permit application notes that the applicant must mail a written notice to all adjacent property owners. Mr. Moser responded that the condition is only required once the permit is approved.

Commissioner Boehmke stated that she previously served on the Community Advisory Council (CAC) for FHR Refinery. She asked if this project was reviewed by the CAC if any concerns were raised. Ms. VanOverbeke responded that the idea has been discussed with the CAC about a year ago. They were no large concerns raised by the CAC.

Commissioner Heidenreich stated that he reviewed the CAC minutes and did not see any reference to this project. Ms. VanOverbeke explained that it was reviewed by the CAC as she has personally had conversations with members about the topic that stemmed from the meeting.

Commissioner Teiken asked if there were issues that prompted this project or concerns if the project does not move forward. Mr. Brown stated historically LPG from Pine Bend Refinery was transported to the Wescott terminal by a third party which can be a cumbersome process. This project allows FHR to be able to freely move their product without third-party involvement.

Commissioner Jayam asked what occurs at the Wescott terminal. Mr. Brown stated that it is strictly for storage of LBP because there is a lack of storage at the refinery.

Motion by Chair Trenzeluk, seconded by Commissioner Jayam to recommended approve of Flint Hills Resources (FHR) Land Alteration Permit as submitted.

Ayes: 4

Nays: 3 Motion carried.

B. Consider a resolution regarding Empire Builder Investments' recent request to annually pump and ship 500 million gallons of groundwater from Dakota County to southwestern states

Chair Trenzeluk noted that Empire Builder Investment has proposed shipping 500 million gallons of groundwater from Dakota County to Arizona. Dakota County and the DNR have recently passed a resolution denying the request. He noted that County Commission Joe Atkin's e-newsletter correspondence noted if the firm submits another request through a different approach it is possible the DNR could change their position in the future. He noted that if this request could come back in the future, he suggested the City may want to consider stating on record they would deny any related future request.

Commissioner Heidenreich stated that the City has approved construction of a large well, constructed by Bituminous Roadways, that connects to the tri-city aquifer to wash gravel with. He believes they pump 600,000 gallons of water per hour, similar to FHR' aquifer pumps. He believes there are a lot of sources closer to Empire Builder's destination and does not see this as being a legitimate issue for Inver Grove Heights in the future.

Commissioner Teiken noted that based on the comments made by Dakota County and the DNR it appears the project would not receive approval as it currently stands. She does not think it is necessary to make a statement at this time but that the city should continue to monitor the topic.

Commissioner Jayam noted that making a statement would set a good a precedence for how these requests would be received by the City in the future.

Chair Trenzeluk suggested the Commission does not make a motion at this time but continues to monitor the topic.

8. ADMINISTRATIVE PRESENTATIONS

Mrs. Rand requested that, in the future, if Commissioner's intended to vote for denial of a particular request that they participate in the item's deliberation prior to voting to go on record with their reasons for denial. This helps to educate the audience and inform staff and City Council of what the Commission's considerations were.

9. COMMISSION COMMENTS

10. ADJOURN

Motion by Commissioner Jayam, seconded by Commissioner Heidenreich to adjourn at 7:58pm.

Ayes: 7

Nays: 0 Motion carried.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

ADAMS FRENCH, LLC – CASE NO. 19-45C

Meeting Date: December 9, 2019
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider the following requests for property located at 7855 Cahill Avenue;

- a) A Resolution relating to a Conditional Use Permit to allow a mini-storage facility.
- b) A Resolution relating to a Conditional Use Permit to allow impervious surface to exceed 25% within the Shoreland Overlay District of Simley Lake.
 - All Require 4/5th's vote.
 - 60-day deadline: February 20, 2020 (second 60 days)

SUMMARY

The applicant is proposing to develop a vacant 3.8 acre parcel with a climate controlled storage facility. The building would be 3 stories containing 105,600 square feet. The building footprint would be approximately 35,000 square feet. The property is located across from the Cahill Plaza. There would be one entrance point onto Cahill lined up directly across from the northly entrance to the Cahill Plaza. Main entrance would face Cahill. There would be a covered entry to the building on the north side and individual doors to units would face the west and south.

ANALYSIS

The property is zoned B-3, General Business and a mini-storage operation is a conditional use in that zoning district. All performance standards have been met.

The applicant has modified the exterior of the building since the Planning Commission meeting. The exterior now consists of metal panels, brick and glass on all four sides of the building. Colors are brown and gray earth tones with white accents. The architecture and color pallet have been changed since the public hearing to blend in more with the surrounding commercial area.

The property is located within the Shoreland Overlay District of Simley Lake. The ordinance limits impervious surface to 25% except that impervious surface can be exceed with a conditional use permit provided the local government has a storm water management plan in place. The proposed site coverage would be 41.7%. The site naturally drains westward down the hill to South Valley Park. No water heads toward Simley Lake. The DNR has reviewed the request and has no comment.

The Engineering Department has reviewed the plans and notes the proposed storm water drainage system meets city standards.

The City Council has approved CUP's for shoreland impervious many times in the past. The Cahill Plaza project and McDonalds have approximately 85-90% impervious coverage with approved CUP's. The Simley High School/Middle School campus has been granted impervious coverage CUP's over the years.

RECOMMENDATION

Planning Staff. Project meets performance standards of the B-3 district and complies with CUP criteria. Staff recommends approval of the project.

Planning Commission. The Commission had considerable discussion regarding the project (see minutes attached). They were concerned about the exterior of the building and did not feel this type of use was appropriate at this location. They wanted Council to have a discussion on mini-storage in general and if additional storage should be allowed. The Planning Commission recommended denial of both applications (6-0).

Attachments: Resolution Approving the Conditional Use Permits for both the mini-storage and impervious surface
Revised building elevation (2 sheets)
Additional information provided by the applicant
Planning Commission Recommendation
Planning Report
Letter from Resident

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A MINI-STORAGE
FACILITY AND TO EXCEED 25% IMPERVIOUS SURFACE WITHIN THE SHORELAND
OVERLAY DISTRICT OF SIMLEY LAKE**

**Case No. 19-3345C
(Adams French, LLC)**

WHEREAS, the request is for the property located at 7855 Cahill Avenue and legally described as:

**Lot 1, Krech's Valley View, according to the recorded plat, Dakota County,
Minnesota**

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

WHEREAS, mini-storage and exceeding 25% impervious surface in a shoreland overlay district are listed as a conditional uses within the B-3, General Business District;

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

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on November 6, 2019;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit for both a mini-storage facility and to exceed 25% impervious surface is hereby approved subject to the following conditions:

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

Site Plan	dated 10/25/19
Grading Plan	dated 10/25/19
Utility Plan	dated 10/25/19
Tree Preservation Plan	dated 10/25/19
Landscape Plan	dated 10/25/19
Lighting/Illumination Plan (2 sheets)	dated 10/4/19
Exterior Elevations	dated 12/4/19

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.
3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
4. All signage requires a separate sign permit and shall conform to the sign requirements of the B-3 zoning district.
5. Prior to issuance of building permits, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer. The developer shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence
6. Any roof top and/or ground utility equipment shall be substantially screened from public view.
7. An improvement agreement, stormwater agreements, and other agreements related thereto, shall be required to be executed between the City and the developer. The contract will address specific site improvements and parties responsible for improvements and will require financial surety for the landscaping and any other public improvements that may be necessary.

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 9th day of December, 2019.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joseph Lynch, Interim Deputy Clerk



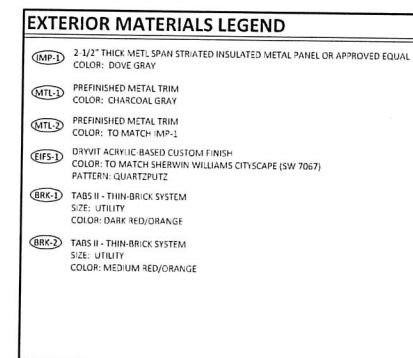
3D VIEW

INVER GROVE HEIGHTS, MN

12/4/19

CAHILL AVENUE STORAGE





1 EAST ELEVATION
A300 1/8" = 1'-0"



2 NORTH ELEVATION
A300 1/8" = 1'-0"



3 WEST ELEVATION
A300 1/8" = 1'-0"

4 SOUTH ELEVATION
A300 $1/3" = 1'-0"$

K:\Jobs\Adams French Properties\Cahill_Ave_15229UD5_Dwg\Project1.nst

7855 CAHILL AVE.
INVER GROVE HEIGHTS,
MN 55076

PROTECT NATURE

ARCHITECT



REGISTRATION

NOT FOR
CONSTRUCTION

THE ARCHITECT SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS OF THE ATTACHED DOCUMENTS.

[illegible]

DRAWING INFORMATION

PROJECT NUMBER: 19026 DADA

DRAWN BY: Author

CHECKED BY: Checker

DATE: 10/07/2019

COMPUTER DIRECTORY:

Path

EXTERIOR BUILDING ELEVATIONS

HASE	CITY SUBMITTAL
------	----------------

 A300

ADAMS FRENCH

P R O P E R T Y

Project Narrative: 7855 Cahill Ave, Inver Grove Heights MN

Overview:

Adams French Property, LLC is proposing to develop the 3.79 (165,084 SF) parcel at 7855 Cahill Avenue in Inver Grove Heights, Minnesota. Adams French Property is seeking a Conditional Use Permit for the development of a class A, fully climate controlled self-storage facility to serve the residents and businesses of Inver Grove Heights. The site sits across the street to the west from Cahill Plaza. There is a landscaping company that borders the site to the south, with residential uses bordering the site to the north, and park land and a trail to the west.

The proposed facility will consist of a 3-story structure with a total building area of 105,600 GSF, that will yield roughly 77,000 rentable square feet of storage space. This will constitute a \$6+ million-dollar investment in the city of Inver Grove Heights, resulting in a significant increase to the overall tax base. The structure will include an office area of approximately 1,000 SF on the north east corner of the building. The building will be oriented facing Cahill Avenue and is expected to house upwards of 700 storage units that will be accessible via a fully enclosed drive-thru tunnel on the north end of the building. There will also be approximately 32 drive up units on the south and west sides of the building for customers who prefer drive up access.

The existing site is ungraded land which will require rather intensive site work before building construction is to commence following permit approval. The overall construction process would be expected to run 10-12 months with the facility being fully finished and operational within this timeframe. Construction would likely start in the spring of 2020.

The Site:

The site is vacant land that has proven challenging to market. Due to the significant changes in topography, there will be major site work to undertake in order to make this a viable commercial property. Furthermore, once graded, the site will sit below Cahill Avenue, limiting visibility from a retail standpoint. Through soils testing during due diligence, areas of contamination have been identified that must be dealt with and handled properly. Due to these reasons, this site has sat vacant for decades without a viable end user. Adams French Property, LLC has dealt with these challenges before and is willing and able to provide a solution to this challenged piece of ground.

The development of a self-storage use is ideal for this site. Self-storage facilities of the type proposed are viewed as destination uses that can take advantage of less than desirable retail site. As a destination use, location and visibility are less critical. This type of use then leverages the value of the site to its greatest extent under current market conditions and adds a service element to the mixed-use nature of the surrounding area. When compared to other possible users, the low traffic associated with storage will act as a successful buffer to the residential users to the north and west, while at the same time providing a needed service to an underserved community, and a use for the previously vacant land.

Our Customers; Supply and Demand Analysis

Our customers generally live or work within a 3 mile radius of the facility. We serve area residents and small businesses that need enclosed, climate-controlled storage to supplement what they have available at home or at their place of business.

The national supply/demand equilibrium for the self-storage industry is 7.5 square feet of storage per person in any given 3-mile ring. The current 3-mile supply for storage around 7855 Cahill Avenue sits at 3.6 square feet per capita. That is 134,172 square feet of current storage space serving 37,555 people according to the 2017 Census report. This market is currently underserved by 147,490 square feet of storage. The proposed project will provide approximately 77,000 square feet of fully climate controlled, class A storage space for the residents of Inver Grove Heights.

There is only one self-storage facility within 2 miles of the subject property, Greenwood Mini Storage. Located at 6311 Carmen Avenue East in Inver Grove Heights, Greenwood Mini Storage is a class C, non-climate controlled, drive up self-storage facility with multiple buildings representing approximately 45,000 rentable feet of storage in the market.



There are only two other facilities located within three miles of the subject property. Inver Grove Storage East is located 2.3 miles to the south of the subject property. Located at 10125 Courthouse Boulevard, Inver Grove Storage East is a class D, non-climate controlled self-storage facility with multiple drive up storage buildings representing approximately 9,500 square feet of rentable storage space in the market. Additionally, this property has approximately 1.6 acres of unpaved parking areas for cars, boats, and RV's as shown in the picture below.



The third storage facility located within 3 miles of the subject property is the US Storage Centers 2.9 miles to the north, located on the northern side of I-494 at 2500 50th Street East, Inver Grove Heights. This facility is the only class A competition in the market that includes climate-controlled storage space. US Storage Centers represents approximately 77,800 rentable square feet of storage in this market.



Self-storage Facilities Map (1, 2, and 3-mile rings)



Thus, there is a real need for a state of the art self-storage facility that we are proposing to serve the Inver Grove Heights community.

Access and Infrastructure:

Access to the property will come directly from Cahill Avenue. The proposed drive lane to the facility will match up to the existing access lane across the street to Cahill Plaza. Storage customers will have the option of right-in or left-in access off Cahill Avenue.

Existing road and utility infrastructure is sufficient to support the project with little modification. Sanitary sewer and water services will tap into the mains on Cahill Avenue. Water services will be separate domestic and fire suppression. A branch from the fire suppression line will service two hydrants on the site. A new hydrant lead is proposed to be tapped from the main. Storm sewer inlets will be placed around the site and convey storm water to the underground infiltration system. The system is designed to provide discharge rate control and volume/infiltration storage per city requirements. The system contains an overflow outlet which will discharge to the landlocked basin, replicating existing runoff patterns.

Building and Site Design

The modern approach for self-storage is starkly different from the storage facilities of the past. Specifically, the new type is fully enclosed in a heated and air-conditioned building that has a quality design and appearance that is intended to be cohesive with retail and office sites in the area. The facility will be state of the art and designed specifically for this site. The primary drive thru loading area will be fully covered and attached onto the north side of the structure. The maximum sized vehicle allowed within this loading area will be limited, by design, to a 40-foot box truck. The exterior of the building will have elements of brick with enhancements including glass and canopy elements along with a combination of EIFS and metal panelized exterior elements. These exterior features will include exterior materials and building articulation that comply with City code requirements.

The property will be further enhanced with landscaping and exterior lighting that will highlight selective areas of the site. The landscaped areas will include grass as well as a combination of shrubs and trees appropriate to the area and acting to screen and buffer the building in relation to adjacent properties. Existing mature trees will be protected and preserved on the west side on the site between the building and the trail and parkland.

Overall, the proposed development has been designed in a way that exceeds the typical standards of the modern storage industry and also makes every effort to enhance the City of Inver Grove. The proposed development will be an asset to the community and will fit in well with the aesthetic and mixed-uses surrounding Cahill Avenue.

Parking

The site will include 10 parking spaces, including one handicap accessible stall, directly off the Cahill Avenue access entryway. Based on industry customer traffic data and anticipated demands of this particular site, the proposed parking capacity will more than satisfy parking demands at any time during operation.

To expound, self-storage facilities are a low intensity use compared to alternative commercial uses. Based on previous studies, on average 40% of self-storage tenants visit their rental unit only a few times a year, 30% visit about once a month, 15% visit twice a month, 9% once a week, and 6% visit a few times a week. We intend to have approximately 700 units in total for rent, so given the percentages above we should average 51 vehicles a day and just shy of 4 per hour during the 15 hours that the facility is open. Of course, trips will not be so evenly dispersed and peak times for visits are expected to be greater, but not more than 7 vehicles at any one time, including employees. After a customer's first visit to their unit for initial unloading and storage, which can take an hour or longer, the length of time that customers are at the facility is generally brief, a half hour or less.

Self-storage properties encounter three types of vehicle flow. The first is employees. Most facilities utilize 2 management personnel on site and require 1 space of parking per employee. The second contributor to vehicle flow is customers of the transactional type. These are customers who are making either their initial visit to complete a new lease agreement or their final visit to close one out. The needs of these customers are satisfied with 3 to 5 standard parking spaces. Because the location of these parking spaces is usually kept close to the location of the on-site management office and are remote

from the actual storage units, customers using these spaces are discouraged from loading and unloading storage units while occupying one of these spaces. Instead, they generally complete their office needs and then relocate their vehicles into a designated loading zone. The third contributor to vehicle flow is currently contracted customers loading and unloading actual storage spaces. These customers load and unload from vehicles that are stopped in designated areas such as loading zones, covered access, etc. All their activity is completed within the footprint of the facility and/or designated loading areas.

Operations

Once completed, the facility will be professionally managed by Extra Space Storage, the top-ranked third-party manager in the public self-storage industry. The facility will have approximately three employees, with a maximum of two employees on site during office hours. Office hours are planned to be 9 AM to 6 PM, Monday through Saturday with building access from 6 AM to 10 PM, Monday through Sunday.

ADAMS FRENCH

P R O P E R T Y

7855 Cahill Ave, Inver Grove Heights MN

Proposed Class A Self Storage Facility

- Adams French Property, LLC is seeking a Conditional Use Permit for development of 7855 Cahill Avenue to build a 105,600 square foot, 3 story, fully climate controlled, state of the art self-storage facility
- The 3.79 acres at 7855 Cahill Avenue has been vacant for decades as a site challenged by topography, use, and environmental issues. Adams French Property is proposing a viable solution to the challenges facing this site
- Adams French Property is committed to investing over \$6M for the project, a significant investment that will increase the overall tax base
- The proposed self-storage facility will be a state-of-the-art facility, with a modern design that redefines expectations for self-storage facilities, and fits seamlessly within the community from use, service, and design standpoints.
- Self-Storage is an extremely low traffic operation, and a quiet use that acts as an ideal commercial buffer to nearby residential areas.
- A competitive study of the 3-mile ring around 7855 Cahill Avenue shows that the City of Inver Grove Heights is significantly undersupplied with only 3 facilities resulting in 3.6 square feet of storage per capita. The national supply/demand equilibrium for storage is 7.5 square feet per capita. Storage customers generally live or work within 3 miles of the facility.
- The existing supply of storage in Inver Grove Heights is significantly dated, providing extremely low-quality product to the residents and businesses of Inver Grove Heights.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: November 6, 2019

SUBJECT: **ADAMS FRENCH PROPERTY, LLC – CASE NO. 19-45C**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit to exceed the 25% maximum impervious surface allowed in the shoreland district and a conditional use permit to allow a mini-storage facility to be constructed on the property located at 7855 Cahill Avenue. 87 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the property is zoned B-3, General Business. The applicant is proposing to develop a 3.8-acre parcel with a three-story, 105,600 square foot climate-controlled storage facility, which is a conditional use in the B-3 zoning district. The property is contained within the Shoreland Overlay District of Simley Lake. Total impervious surface on the lot would exceed the maximum allowed; however, a conditional use permit may be issued if the City has a stormwater management plan in place, which it does. This site also naturally drains into South Valley Park and away from Simley Pond. Mr. Hunting showed a rendering of the proposed building which was a combination of metal, prefabricated brick, and block. The DNR reviewed the request and had no comments. Commissioners were given two emails from residents who had concerns with the project. Commissioners also received a traffic report showing that mini-storage facilities are low traffic generators. Staff recommends approval of the two requests.

Commissioner Robertson asked how long this property had been for sale.

Mr. Hunting was not sure of the exact amount of time, but believed it was quite a few years. The only application he recalled receiving for this property was approximately 15 years ago.

Commissioner Niemioja asked if the City Council had provided any opinions on allowing more storage facilities in response to the Planning Commission's concern about the number of units in the city.

Mr. Hunting replied that staff had not yet broached the subject to Council but would likely bring it to them at a work session in the coming winter months.

Commissioner Niemioja asked for clarification that there were 11 existing storage facilities in the city.

Mr. Hunting was not sure offhand of the exact number.

Opening of Public Hearing

Max French, Adams French Properties, advised he was available to answer any questions.

Commissioner Scales asked the applicant if he read and understood the staff report.

Mr. French replied in the affirmative.

Commissioner Simon asked how large the internal storage units would be.

Mr. French replied that the average unit would be 100 square feet, with some being larger and the smallest being 250 square feet. All units would be heated and air conditioned, but not refrigerated.

Commissioner Simon asked how items were transported to the upper floors.

Mr. French replied that they will provide a covered loading zone on the north side of the building that can accommodate a 40-foot box truck. Customers can unload their items at the sliding glass doors and move them to their unit using carts and a large hospital-sized elevator.

Commissioner Robertson noted that from Cahill Avenue people would see an industrial-looking building whereas some building fronts have a more aesthetically appealing view from the street with a front entry, etc.

Commissioner Weber noted that because the building would sit below street level, the building would likely look more like a two-story building.

Mr. French advised that the building would sit five feet below street level.

Commissioner Robertson replied that her concern was with the aesthetics of the building rather than the height.

Bill McLean, 7935 Boyd Avenue, suggested that rather than giving them a conditional use permit for impervious surface, the applicants should shrink the building, re-orient it, and make the front more aesthetically appealing with a brick façade. He did not believe the proposed building was a good fit for this neighborhood and asked for clarification on details of the stormwater management system.

Robbie Latta, Civil Site Group, advised that a large underground infiltration basin would be installed along the western drive aisle and would meet all City requirements.

Commissioner Scales closed the public hearing.

Planning Commission Discussion

Commissioner Robertson stated although the property had been for sale for a number of years and would generate minimal traffic, she struggled with approving the request because of the industrial look of the building and the image it would present along Cahill, the City's main corridor.

Commissioner Niemioja stated in her opinion the proposed building was aesthetically a mismatch for this neighborhood and was not a good fit next to the high school, residential

properties, park, etc. She would prefer something that would generate more traffic as it would help the businesses in the area, and she was not necessarily opposed to the conditional use permit request.

Commissioner Simon asked the developers if they would consider modifying the front façade.

Commissioner Scales stated that designing the building was not what Commissioners were being asked to do.

Commissioner Simon agreed, stating that was why she was asking the applicant if it was something they would consider. She asked staff for direction.

Mr. Hunting stated the Commission could suggest the request be tabled to allow time for the developer to redesign the front of the building, or they could make a recommendation tonight and move the request forward.

Commissioner Scales struggled with whether this was the right type of business for this area.

Commissioner Niemioja agreed that finding the right fit was important regardless of how long the property had been for sale.

Commissioner Kramer stated he struggled with this request because although it complied with zoning requirements, he did not think it was a good fit for the Cahill corridor and therefore he would likely vote against it. He would prefer to see an office building or multiple-family housing development that would benefit from the park setting to the west.

Planning Commission Recommendation

Motion by Commissioner Robertson to deny the request for a conditional use permit to exceed the 25% maximum impervious surface allowed in the shoreland district and a conditional use permit to allow a mini-storage facility to be constructed on the property located at 7855 Cahill Avenue.

Mr. Hunting advised that a basis for denial should be stated.

Commissioner Robertson added that her motion to deny was based upon the fact that the proposed storage facility was not a good fit for what is considered the City's main corridor.

Commissioner Weber questioned whether exceeding the impervious surface should be added as a basis for denial.

Commissioner Robertson replied that with the Cub center across the street she did not feel that was a valid basis.

Second by Commissioner Weber.

Motion carried (6/0).

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

CASE NO: 19-45C

APPLICANT: Adams French Property, LLC

PROPERTY OWNER: KTTN, LLC

REQUEST: Conditional Use Permit

HEARING DATE: November 6, 2019

LOCATION: 7855 Cahill Avenue

COMPREHENSIVE PLAN: CC, Community Commercial

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing to develop an approximately 3.8 acre parcel with a climate controlled storage facility. The improvements consist of one three-story building of approximately 105,600 gross square feet. There is no outdoor storage proposed. There would be an enclosed entry/loading area on the north side of the building. There are individual exterior doors to individual units on the west and south sides of the building. There would be access circulation around the entire building and parking would be located on the east side.

The property is contained within the Shoreland Overlay District of Simley Lake. Total impervious surface on the lot would exceed the maximum allowed, except that a conditional use permit may be issued if the City has a storm water management system in place.

The specific requests consist of the following:

- a) A Conditional Use Permit for a Mini-storage Facility
- b) A Conditional Use Permit to exceed 25% impervious surface within the Shoreland Overlay District of Simley Lake.

EVALUATION OF THE REQUEST

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

North: Single family home; zoned R-1C; guided LDR

East: Commercial; zoned B-3/PUD; guided CC, Community Commercial

West: South Valley Park; zoned P; guided Public Open Space

South: Commercial; zoned B-3; guided CC

CONDITIONAL USE PERMIT FOR MINI-STORAGE

Setbacks. The proposed building meets all required setbacks including the 75 foot setback from residential along the north boundary.

The parking lot complies with all required setbacks.

Parking. Parking for the proposed site consists of 10 parking stalls located on the east side of the property. The zoning code does not have any specific parking requirements for ministorage facilities. Staff reviewed the parking based on the applicants need; the applicant stated there would typically be maximum two employees on site. Unless they are inquiring about the facility, customers are typically parked by the storage unit they are renting. Staff is comfortable with the parking provided.

Access. The project is proposed with one access point onto Cahill Avenue directly across the street from the northern entrance to Cahill Plaza on the east side of the street.

Landscaping/Tree Protection. The site is wooded and qualifies as a woodland. The ordinance allows up to 60% removal of significant trees before any reforestation is required. There will be some tree removal in the building pad area of the site. The majority of the trees are located along the steep slopes on the west side of the site and these will be retained. The plans identify only 33% of the significant trees would be removed.

Landscaping is proposed primarily along the front of the building and along the north boundary. There are some plantings located on the south boundary. Plantings contain a mix of deciduous and coniferous trees.

Building Materials. The proposed building consists of a mix of metal panels, cement siding panels and face brick. All materials proposed comply with ordinance standards. The building height to the top of parapet is 33.5 feet. Maximum height in the Shoreland District is 35 feet. Building complies with height restrictions.

Engineering. Engineering has reviewed plans and finds the design acceptable. There will still be some technical detail elements to be worked out before any permits can be issued.

Lighting. A lighting and illumination 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. No screening details are provided with the building elevations as this type of detail is typically not worked out and designed until the building plans are ready to be submitted for permit review. A standard condition of approval is that the building design complies with the rooftop screening requirement.

General conditional use permit criteria review

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

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

The use is consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is community commercial; mini-storage is consistent with the uses envisioned in this district.

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

The applicant's property is zoned B-3, General Business District. The land use of mini-storage is consistent with the intent of this commercial district.

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

The use would be low intensity and would not generate noise, odors, high traffic volumes, etc. that would have an impact on existing or planned properties.

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

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

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

- i. *Aesthetics/exterior appearance*

The proposed building materials comply with code requirements.

ii. Noise

The proposed building would be a low noise generator.

iii. Fencing, landscaping and buffering

The applicant is providing landscaping and preserving existing trees to buffer the site.

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

The proposed layout appears to be laid out appropriately taking advantage of the buildable areas of the lot and retain vegetation on the undisturbed areas. The use would be a low traffic generator and general operating hours would not conflict with surrounding land uses.

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

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

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

This use would not have an undue adverse impact on the environment. Required erosion control plans and stormwater treatment plan will treat runoff from the property.

CONDITIONAL USE PERMIT TO EXCEED 25% IMPERVIOUS SURFACE

The site is within the shoreland overlay of Simley Lake or DNR Lake #19-34. Impervious surface coverage is limited to 25% of the lot. This may be increased by conditional use provided the City has approved and implemented a stormwater management plan affecting the subject site.

Proposed total impervious surface would equal to 41.7% of the site.

The DNR has reviewed the plans and they have no comment on the request.

The lot naturally all slopes to the west and so all the natural and proposed storm water would flow down to South Valley Park. None of the site drains towards Simley Lake, so there would be no impacts to the lake with the development of this site.

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 a Conditional Use Permit for a 105,600 square foot mini-storage facility and to exceed 25% impervious surface in the Shoreland Overlay District subject to the following conditions:
 - 1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site Plan	dated 10/25/19
Grading Plan	dated 10/25/19
Utility Plan	dated 10/25/19
Tree Preservation Plan	dated 10/25/19
Landscape Plan	dated 10/25/19
Lighting/Illumination Plan (2 sheets)	dated 10/4/19
Exterior Elevations & Floor Plans	dated 10/7/19
 - 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.
 - 3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
 - 4. All signage requires a separate sign permit and shall conform to the sign requirements of the B-3 zoning district.
 - 5. Prior to issuance of building permits, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer. The developer shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence
 - 6. Any roof top and/or ground utility equipment shall be substantially screened from public view.
 - 7. An improvement agreement, stormwater agreements, and other agreements related thereto, shall be required to be executed between the City and the developer. The

contract will address specific site improvements and parties responsible for improvements and will require financial surety for the landscaping and any other public improvements that may be necessary.

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

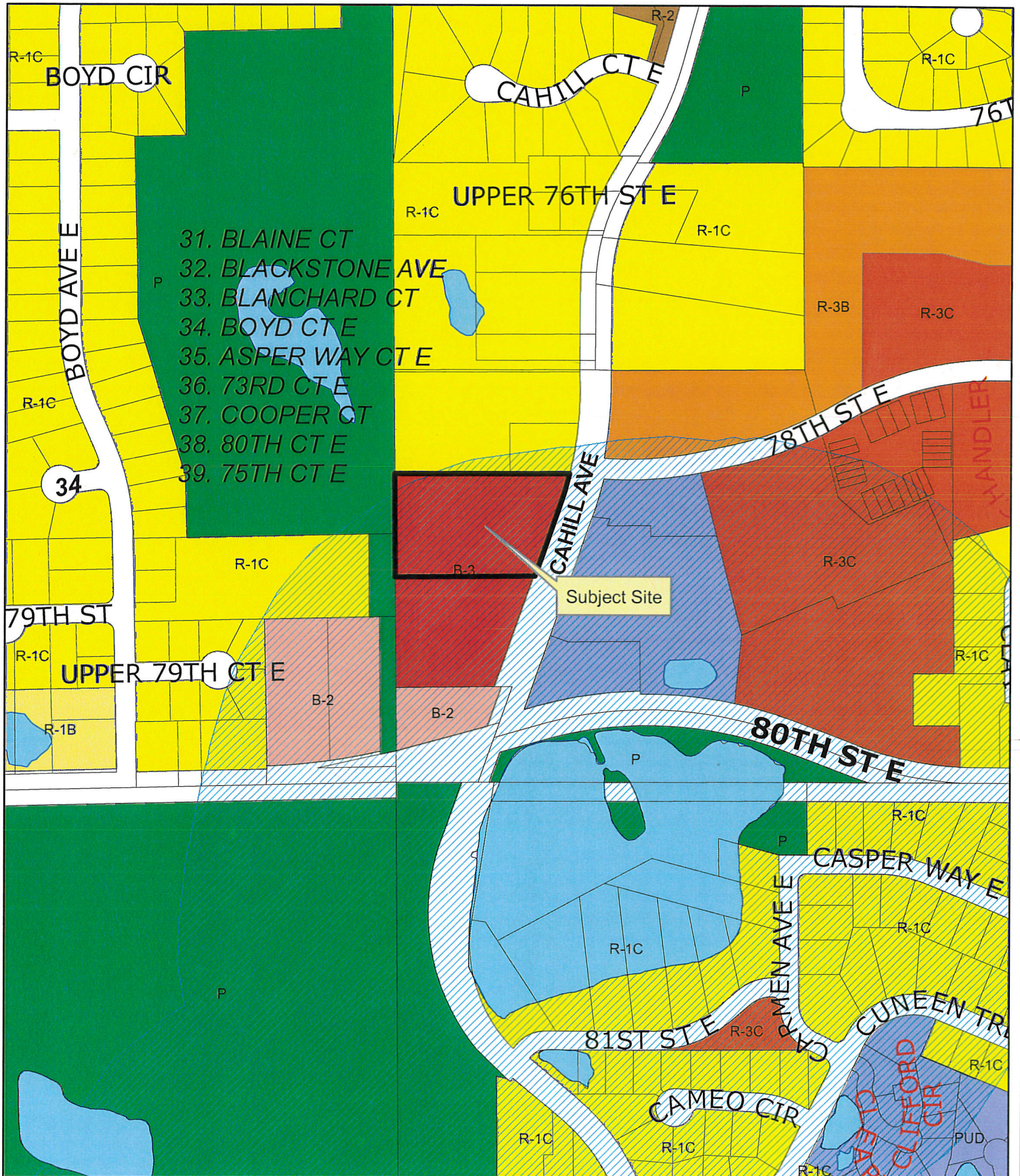
Staff recommends approval of the applications subject to the conditions listed in the report.

Attachments: Location Map
Applicant Narrative
Site Plan
Grading Plan
Utility Plan
Tree Preservation Plan
Landscape Plan
Lighting/Illumination Plan (2 sheets)
Exterior Elevation and Floor Plans



Location Map

Case No. 19-45C



Adams French Property, LLC

Project Narrative: 7855 Cahill Ave, Inver Grove Heights MN

Overview:

Adams French Property, LLC is proposing to develop the 3.79 (165,084 SF) parcel at 7855 Cahill Avenue in Inver Grove Heights, Minnesota, which is currently vacant land. Adams French Property is seeking a Conditional Use Permit and Major Site Plan Review for the development of a class A, fully climate controlled self-storage (ministorage) facility to serve the residents and businesses of Inver Grove Heights. A Conditional Use Permit is also requested to allow this development with more than 25% impervious surface within the Shoreland Management Overlay District. The site sits across the street to the west from Cahill Plaza. There is a landscaping company that borders the site to the south, with residential uses bordering the site to the north and park land and a trail to the west.

Site Improvements:

The proposed facility will consist of a 3-story structure with a total building area of 105,600 GSF. The structure will include an office area of approximately 1,000 SF on the north east corner of the building. The building will be oriented facing Cahill Avenue and is expected to house upwards of 700 storage units. Most of the units will be accessed via a fully enclosed drive-thru tunnel on the north end of the building. Individual drive-up storage units will line the west and south side of the building and be accessed via a driveway that will loop around the building.

Property Features/Enhancements:

Access to the property will come directly from Cahill Avenue. The proposed driveway into the site will align with the existing access point across the street to Cahill Plaza. Storage customers will have the option of right-in or left-in access off Cahill Avenue.

The new structure will include a state of the art, fully climate controlled, self-storage facility designed specifically for this site. The primary drive thru loading area will be fully covered and attached onto the north side of the structure. The maximum sized vehicle allowed within this loading area will be limited, by design, to a 40-foot box truck. The exterior of the building will have elements of brick with enhancements including glass and canopy elements, along with a combination of EIFS and metal panelized exterior elements. The exterior materials and building articulation will comply with City code requirements.

The property will be further enhanced with landscaping and exterior lighting that will highlight selective areas of the site. The landscaped areas will include grass as well as a combination of new shrubs and trees appropriate to the area that will screen and buffer the building in relation to adjacent properties. Existing mature trees will be protected and preserved on the west side of the site between the building and the trail and parkland.

Existing road and utility infrastructure is sufficient to support the project with little modification. Sanitary sewer and water services will tap into the mains on Cahill Avenue. Water services will be separate for domestic use and fire suppression. A branch from the fire suppression line will service two hydrants on the site. A new hydrant lead is proposed to be tapped from the main. Storm sewer inlets will be placed around the site and convey storm water to the underground infiltration system. The system is designed to provide discharge rate control and volume/infiltration storage per city requirements. The system contains an overflow outlet which will discharge to the landlocked basin, replicating existing runoff patterns. During construction, erosion control measures will include silt fence and storm sewer inlet protection at the site areas that receive runoff.

Operations

Once completed, the facility will be professionally managed by Extra Space Storage, the top-ranked third-party manager in the public self-storage industry. The facility will have approximately three employees, with a maximum of two employees on site during office hours. Office hours are planned to be 9 AM to 6 PM, Monday through Saturday with building access from 7 AM to 10 PM, Monday through Sunday.

Parking

The site will include 10 parking spaces, including one handicap accessible stall, directly off the Cahill Avenue access entryway. Based on industry customer traffic data and anticipated demands of this particular site, the proposed parking capacity will more than satisfy parking demands at any time during operation.

To expound, self-storage facilities are a low intensity use compared to alternative commercial uses. Based on previous studies, on average 40% of self-storage tenants visit their rental unit only a few times a year, 30% visit about once a month, 15% visit twice a month, 9% once a week, and 6% visit a few times a week. We intend to have approximately 700 units in total for rent, so given the percentages above we should average 51 vehicles a day and just shy of 4 per hour during the 15 hours that the facility is open. Of course, trips will not be so evenly dispersed and peak times for visits are expected to be greater, but rarely more than 7 vehicles at any one time, including employees. After a customer's first visit to their unit for initial unloading and storage, which can take an hour or longer, the length of time that customers are at the facility is generally brief, a half hour or less.

Self-storage properties encounter three types of vehicle flow. The first is employees. Most facilities utilize 2 management personnel on site and require 1 space of parking per employee. The second contributor to vehicle flow is customers of the transactional type. These are customers who are making either their initial visit to complete a new lease agreement or their final visit to close one out. The needs of these customers are satisfied with 3 to 5 standard parking spaces. Because the location of these parking spaces is usually kept close to the location of the on-site management office and are remote from the actual storage units, customers using these spaces are discouraged from loading and unloading storage units while occupying one of these spaces. Instead, they generally complete their office needs and then relocate their vehicles into a designated loading zone. The third contributor to vehicle flow is

currently contracted customers loading and unloading actual storage spaces. These customers load and unload from vehicles that are stopped in designated areas such as loading zones, covered access, in front of drive up units, etc. All their activity is completed within the footprint of the facility and/or designated loading areas.

Timing

The existing site is vacant (except for a small garage), ungraded land which will require rather intensive site work before building construction is to commence following permit approval. The overall construction process is expected to run 10-12 months, with the facility being fully finished and operational within this timeframe. Construction will likely start in the spring of 2020.

Public Benefit

The project will provide a needed service to the community that is currently underserved by self-storage in this area. Inclusion of these services on this site will allow the development to expand the overall tax base. Further, it will provide a viable use on a challenged and undeveloped site, which has been faced with a host of market related challenges in trying to secure a viable end user. A self-storage use is ideal for this site. When compared to other possible uses, the low traffic associated with storage will make it a good buffer to the residential users to the north, while at the same time providing a needed service to an underserved community, and a use for the currently vacant land.

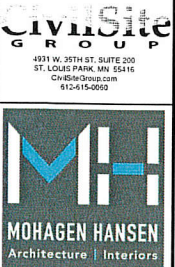
Self-storage facilities of the type proposed are viewed as destination uses that can take advantage of less than desirable sites, when considered from a traditional retail perspective. As a destination use, location and visibility, which are not ideal for this site, are less critical. This type of use then leverages the value of the site to its greatest extent under current market conditions and adds a service element to the mixed-use nature of the surrounding area.

The modern approach for self-storage is starkly different from the storage facilities of the past. Specifically, the new type is fully enclosed in a heated and air-conditioned building that has a quality design and appearance that is designed to be cohesive with retail and office sites in the area. As proposed, the building materials and forms include brick cladding, accent elements, façade articulation and glazing that all relate to the adjacent developments. This modern type of storage provides a clean, safe and secure environment for customers.

Overall, the proposed development has been designed in a way that exceeds the typical standards of the modern storage industry. The proposed development will be an asset to the community and will fit in well with the aesthetic and mixed-uses surrounding Cahill Avenue.

PID: 2043200025-0
Address: 7855 Cahill Ave
Owner: Michael J & Karen L Hestor

PID: 2043200025-0
Address: 7855 Cahill Ave
Owner: Michael J & Karen L Hestor



PRELIMINARY:
NOT FOR
CONSTRUCTION

PROJECT
CAHILL AVE STORAGE
7855 CAHILL AVE, INVER GROVE HEIGHTS, MN 55076
ADAMS-FRENCH PROPERTY, LLC.
9000 KEYSTONE CROSSING, SUITE 2300, INDIANAPOLIS, IN 46240

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

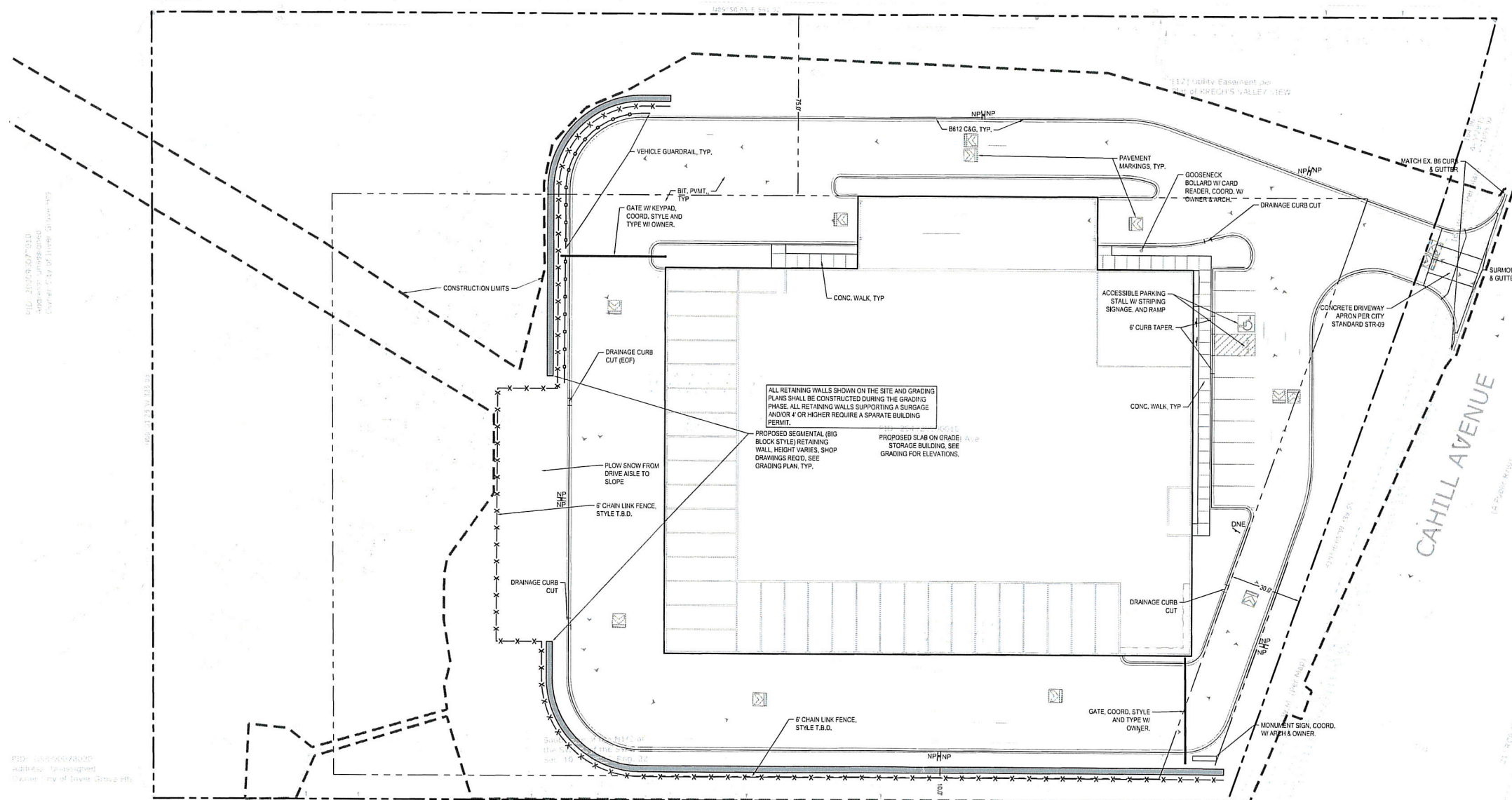
Matthew R. Pavuk
DATE 10/07/19 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY
DATE DESCRIPTION
10/07/19 CITY SUBMITTAL
10/07/19 CITY PERMITS/ITAL

REVISION SUMMARY
DATE DESCRIPTION
10/07/19 CITY SUBMITTAL
10/07/19 CITY PERMITS/ITAL

DATE DESCRIPTION
10/07/19 CITY SUBMITTAL
10/07/19 CITY PERMITS/ITAL

SITE PLAN
C2.0
© COPYRIGHT CIVISITE GROUP INC.



SITE LAYOUT NOTES:

- CONTRACTOR SHALL VERIFY LOCATIONS AND LAYOUT OF ALL SITE ELEMENTS PRIOR TO BEGINNING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, LOCATIONS OF EXISTING AND PROPOSED PROPERTY LINES, EASEMENTS, SETBACKS, UTILITIES, BUILDINGS AND PAVEMENTS. CONTRACTOR IS RESPONSIBLE FOR FINAL LOCATIONS OF ALL ELEMENTS FOR THE SITE. ANY REVISIONS REQUIRED AFTER COMMENCEMENT OF CONSTRUCTION, DUE TO LOCATIONAL ADJUSTMENTS SHALL BE CORRECTED AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS TO THE LAYOUT SHALL BE APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF MATERIALS. STAKE LAYOUT FOR APPROVAL.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, INCLUDING A RIGHT-OF-WAY AND STREET OPENING PERMIT.
- THE CONTRACTOR SHALL VERIFY RECOMMENDATIONS NOTED IN THE GEO TECHNICAL REPORT PRIOR TO INSTALLATION OF SITE IMPROVEMENT MATERIALS.
- CONTRACTOR SHALL FIELD VERIFY COORDINATES AND LOCATION DIMENSIONS OF THE BUILDING AND STAKE FOR REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION OF FOOTING MATERIALS.
- LOCATIONS OF STRUCTURES, ROADWAY PAVEMENTS, CURBS AND GUTTERS, BOLLARDS, AND WALKS ARE APPROXIMATE AND SHALL BE STAKED IN THE FIELD, PRIOR TO INSTALLATION, FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT.
- CURB DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF CONCRETE FOUNDATION. LOCATION OF BUILDING IS TO BUILDING FOUNDATION AND SHALL BE AS SHOWN ON THE DRAWINGS.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO FABRICATION FOR ALL PRE-FABRICATED SITE IMPROVEMENT MATERIALS SUCH AS, BUT NOT LIMITED TO THE FOLLOWING: FURNISHINGS, PAVEMENTS, WALLS, RAILINGS, BENCHES, FLAGPOLES, LANDING PADS FOR CURB RAMPS, AND LIGHT AND POLES. THE OWNER RESERVES THE RIGHT TO REJECT INSTALLED MATERIALS NOT PREVIOUSLY APPROVED.
- PEDESTRIAN CURB RAMPS SHALL BE CONSTRUCTED WITH TRUNCATED DOME LANDING AREAS IN ACCORDANCE WITH A.D.A. REQUIREMENTS-SEE DETAIL.
- CROSSWALK STRIPING SHALL BE 24" WIDE WHITE PAINTED LINE, SPACED 48" ON CENTER PERPENDICULAR TO THE FLOW OF TRAFFIC. WIDTH OF CROSSWALK SHALL BE 5' WIDE. ALL OTHER PAVEMENT MARKINGS SHALL BE WHITE IN COLOR UNLESS OTHERWISE NOTED OR REQUIRED BY ADA OR LOCAL GOVERNING BODIES.
- SEE SITE PLAN FOR CURB AND GUTTER TYPE, TAPER BETWEEN

- CONTRACTOR SHALL VERIFY LOCATIONS AND LAYOUT OF ALL SITE ELEMENTS PRIOR TO BEGINNING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, LOCATIONS OF EXISTING AND PROPOSED PROPERTY LINES, EASEMENTS, SETBACKS, UTILITIES, BUILDINGS AND PAVEMENTS. CONTRACTOR IS RESPONSIBLE FOR FINAL LOCATIONS OF ALL ELEMENTS FOR THE SITE. ANY REVISIONS REQUIRED AFTER COMMENCEMENT OF CONSTRUCTION, DUE TO LOCATIONAL ADJUSTMENTS SHALL BE CORRECTED AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS TO THE LAYOUT SHALL BE APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF MATERIALS. STAKE LAYOUT FOR APPROVAL.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, INCLUDING A RIGHT-OF-WAY AND STREET OPENING PERMIT.
- THE CONTRACTOR SHALL VERIFY RECOMMENDATIONS NOTED IN THE GEO TECHNICAL REPORT PRIOR TO INSTALLATION OF SITE IMPROVEMENT MATERIALS.
- CONTRACTOR SHALL FIELD VERIFY COORDINATES AND LOCATION DIMENSIONS OF THE BUILDING AND STAKE FOR REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION OF FOOTING MATERIALS.
- LOCATIONS OF STRUCTURES, ROADWAY PAVEMENTS, CURBS AND GUTTERS, BOLLARDS, AND WALKS ARE APPROXIMATE AND SHALL BE STAKED IN THE FIELD, PRIOR TO INSTALLATION, FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT.
- CURB DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF CONCRETE FOUNDATION. LOCATION OF BUILDING IS TO BUILDING FOUNDATION AND SHALL BE AS SHOWN ON THE DRAWINGS.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO FABRICATION FOR ALL PRE-FABRICATED SITE IMPROVEMENT MATERIALS SUCH AS, BUT NOT LIMITED TO THE FOLLOWING: FURNISHINGS, PAVEMENTS, WALLS, RAILINGS, BENCHES, FLAGPOLES, LANDING PADS FOR CURB RAMPS, AND LIGHT AND POLES. THE OWNER RESERVES THE RIGHT TO REJECT INSTALLED MATERIALS NOT PREVIOUSLY APPROVED.
- PEDESTRIAN CURB RAMPS SHALL BE CONSTRUCTED WITH TRUNCATED DOME LANDING AREAS IN ACCORDANCE WITH A.D.A. REQUIREMENTS-SEE DETAIL.
- CROSSWALK STRIPING SHALL BE 24" WIDE WHITE PAINTED LINE, SPACED 48" ON CENTER PERPENDICULAR TO THE FLOW OF TRAFFIC. WIDTH OF CROSSWALK SHALL BE 5' WIDE. ALL OTHER PAVEMENT MARKINGS SHALL BE WHITE IN COLOR UNLESS OTHERWISE NOTED OR REQUIRED BY ADA OR LOCAL GOVERNING BODIES.
- SEE SITE PLAN FOR CURB AND GUTTER TYPE, TAPER BETWEEN

- CURB TYPES-SEE DETAIL.
- ALL CURB RADI ARE MINIMUM 3' UNLESS OTHERWISE NOTED.
 - CONTRACTOR SHALL REFER TO FINAL PLAT FOR LOT BOUNDARIES, NUMBERS, AREAS AND DIMENSIONS PRIOR TO SITE IMPROVEMENTS.
 - FIELD VERIFY ALL EXISTING SITE CONDITIONS, DIMENSIONS.
 - PARKING IS TO BE SET PARALLEL OR PERPENDICULAR TO EXISTING BUILDING UNLESS NOTED OTHERWISE.
 - ALL PARKING LOT PAINT STRIPING TO BE WHITE, 4" WIDE TYP.
 - BITUMINOUS PAVING TO BE "LIGHT DUTY" UNLESS OTHERWISE NOTED. SEE DETAIL SHEETS FOR PAVEMENT SECTIONS.
 - ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED FROM DAMAGE WITH A CONSTRUCTION FENCE AT THE DRIP LINE. SEE LANDSCAPE DOCUMENTS.
- CITY OF INVER GROVE HEIGHTS SITE NOTES:
1. RESERVED FOR CITY SPECIFIC REMOVAL NOTES.

SITE AREA TABLE:

SITE AREA CALCULATIONS		EXISTING CONDITION		PROPOSED CONDITION	
BUILDING COVERAGE	1,222 SF	0.7%	38,200 SF	23.1%	
ALL PAVEMENTS	3,654 SF	2.2%	39,556 SF	24.0%	
ALL NON-PAVEMENTS	160,208 SF	97.0%	87,328 SF	52.9%	
TOTAL SITE AREA	165,084 SF	100.0%	165,084 SF	100.0%	
IMPERVIOUS SURFACE					
EXISTING CONDITION	4,876 SF	3.0%			
PROPOSED CONDITION	77,756 SF	47.1%			
DIFFERENCE (EX. VS PROP.)	72,880 SF	44.1%			

SITE PLAN LEGEND:

- LIGHT DUTY BITUMINOUS PAVEMENT. SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH. SEE DETAIL.
- CONCRETE PAVEMENT AS SPECIFIED (PAD OR WALK). SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & CONCRETE DEPTHS. SEE DETAIL.
- PROPERTY LINE
- CONSTRUCTION LIMITS
- CURB AND GUTTER-SEE NOTES (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN
- TRAFFIC DIRECTIONAL ARROW PAVEMENT MARKINGS
- SIGN AND POST ASSEMBLY. SHOP DRAWINGS REQUIRED.
HG = ACCESSIBLE SIGN
NP = NO PARKING FIRE LANE
DNE=DO NOT ENTER



PRELIMINARY:
NOT FOR
CONSTRUCTION

PROJECT
CAHILL AVE STORAGE
7855 CAHILL AVE, INVER GROVE HEIGHTS, MN 55076
ADAMS-FRENCH PROPERTY, LLC.
9000 KEYSTONE CROSSING, SUITE 2300, INDIANAPOLIS, IN 46240

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.

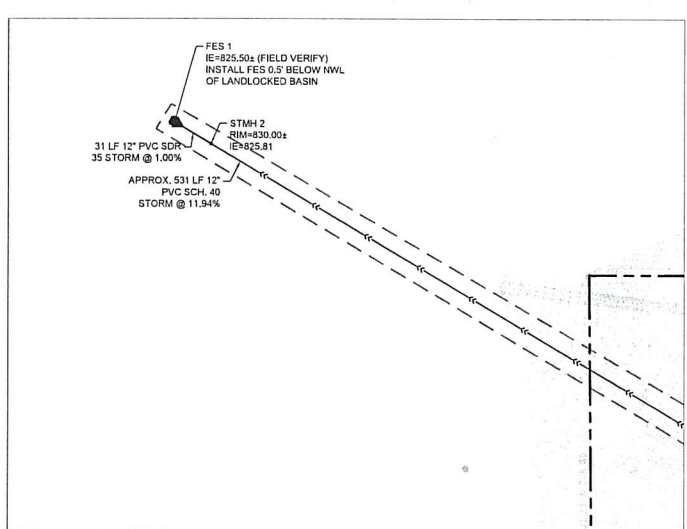
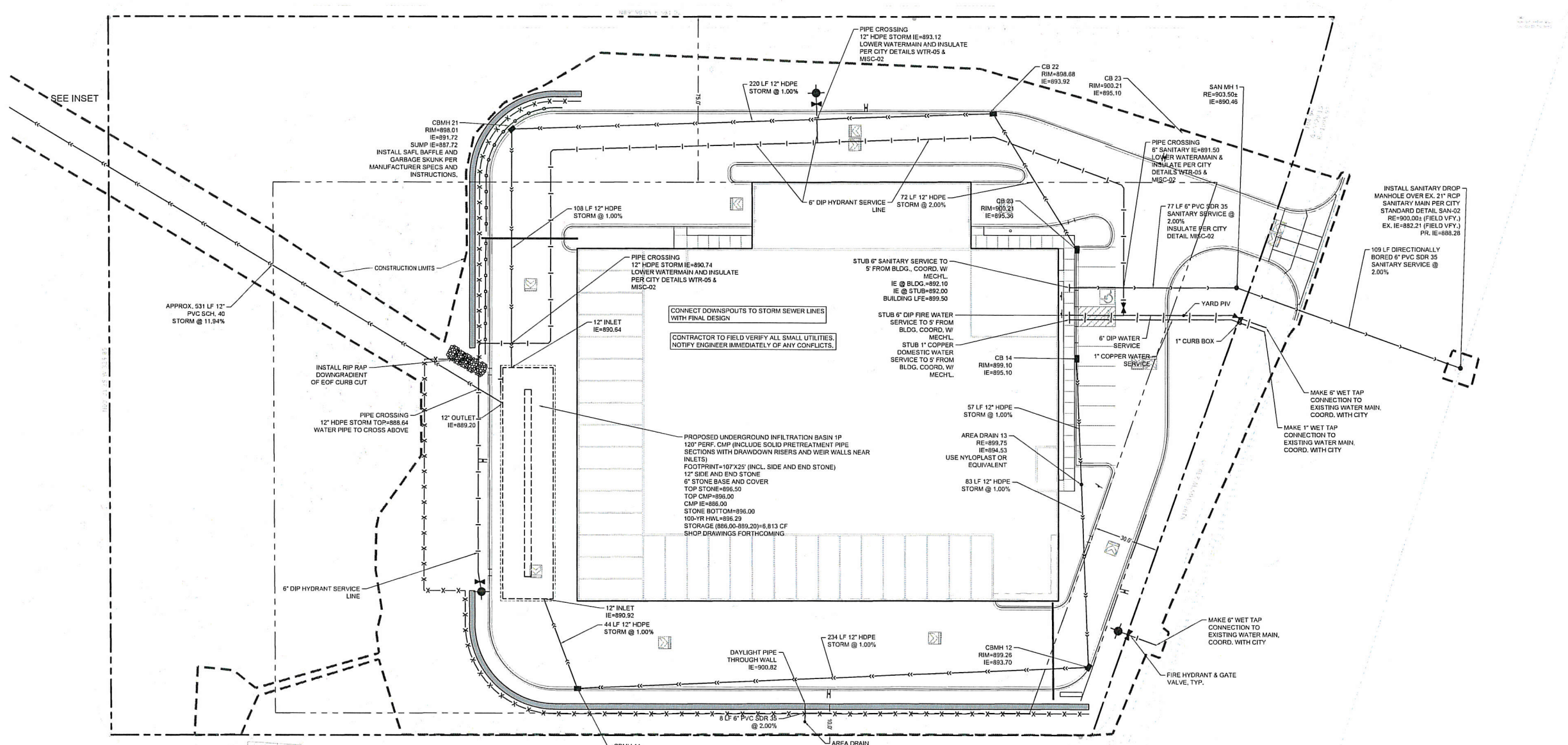
Matthew R. Paver
DATE 10/07/19 LICENSE NO. 44293

ISSUE/SUBMITTAL SUMMARY
DATE DESCRIPTION
10/07/19 SUBMITTAL
10/07/19 REV. 1

DRAWN BY RL
PROJECT NUMBER 19326
REVIEWED BY MP
REVISION SUMMARY
DATE DESCRIPTION

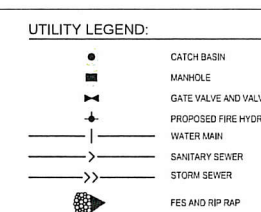
UTILITY PLAN

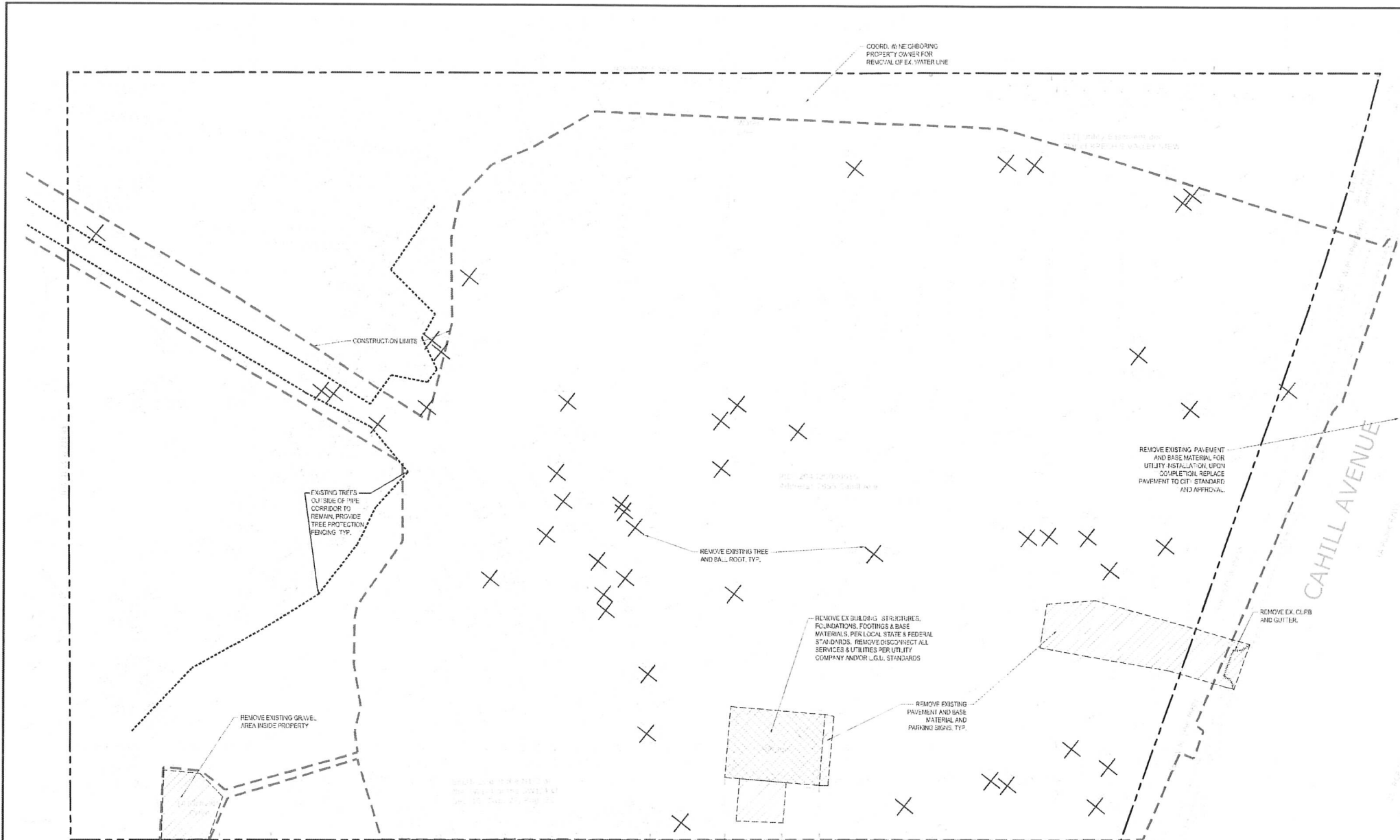
C4.0
10/08/2019 10:53 AM
C4.0 SITE GROUP INC.



- GENERAL UTILITY NOTES:**
- SEE SITE PLAN FOR HORIZONTAL DIMENSIONS AND LAYOUT.
 - CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES OR VARIATIONS FROM THE PLANS.
 - ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "COPPER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
 - UTILITY INSTALLATION SHALL CONFORM TO THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION" AND "SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), AND SHALL CONFORM WITH THE REQUIREMENTS OF THE CITY AND THE PROJECT SPECIFICATIONS.
 - CASTINGS SHALL BE SALVAGED FROM STRUCTURE REMOVALS AND RE-USED OR PLACED AT THE DIRECTION OF THE OWNER.
 - ALL WATER PIPE SHALL BE CLASS 52 DUCTILE IRON PIPE (DIP) AWWA C151, ASME B16.4, AWWA C110, AWWA C153 UNLESS OTHERWISE NOTED.
 - ALL SANITARY SEWER SHALL BE SDR 26 POLYVINYL CHLORIDE (PVC) ASTM D3034 & F679, OR SCH 40 ASTM D1785, 2665, ASTM F794, 1666 UNLESS OTHERWISE NOTED.
 - ALL STORM SEWER PIPE SHALL BE HDPE ASTM F714 & F2305 WITH ASTM D212 SPEC FITTINGS UNLESS OTHERWISE NOTED.
 - PIPE LENGTHS SHOWN ARE FROM CENTER TO CENTER OF STRUCTURE OR TO END OF FLARED END SECTION.
 - UTILITIES ON THE PLAN ARE SHOWN TO WITHIN 3' OF THE BUILDING FOOTPRINT. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR THE FINAL CONNECTION TO BUILDING LINES. COORDINATE WITH ARCHITECTURAL AND MECHANICAL PLANS.
 - CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SLUMPED 0.4 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SLUMPED 0.15 FEET PER DETAILS. RIM ELEVATIONS SHOWN ON THIS PLAN DO NOT REFLECT SLUMPED ELEVATIONS.
 - ALL FIRE HYDRANTS SHALL BE LOCATED 5 FEET BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.
 - HYDRANT TYPE, VALVE, AND CONNECTION SHALL BE IN ACCORDANCE WITH CITY REQUIREMENTS. HYDRANT EXTENSIONS ARE INCIDENTAL.
 - A MINIMUM OF 8 FEET OF COVER IS REQUIRED OVER ALL WATERMAIN, UNLESS OTHERWISE NOTED. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION TO SANITARY OR STORM SEWER LINES. EXTRA DEPTH WATERMAIN IS INCIDENTAL.
 - A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED FOR ALL UTILITIES, UNLESS OTHERWISE NOTED.
 - ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND COORDINATED WITH THE CITY PRIOR TO CONSTRUCTION.
 - CONNECTIONS TO EXISTING STRUCTURES SHALL BE CORE-DRILLED.
 - COORDINATE LOCATIONS AND SIZES OF SERVICE CONNECTIONS WITH THE MECHANICAL DRAWINGS.
 - COORDINATE INSTALLATION AND SCHEDULING OF THE INSTALLATION OF UTILITIES WITH ADJACENT CONTRACTORS AND CITY STAFF.
 - ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY. ALL PAVEMENT CONNECTIONS SHALL BE SAWCUT. ALL TRAFFIC CONTROLS SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE CITY. THIS SHALL INCLUDE BUT NOT BE LIMITED TO SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL BE OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
 - ALL STRUCTURES, PUBLIC AND PRIVATE, SHALL BE ADJUSTED TO PROPOSED GRADES WHERE REQUIRED. THE REQUIREMENTS OF ALL OWNERS MUST BE COMPLIED WITH. STRUCTURES BEING RESET TO PAVED AREAS MUST MEET OWNERS REQUIREMENTS FOR TRAFFIC LOADING.
 - CONTRACTOR SHALL COORDINATE ALL WORK WITH PRIVATE UTILITY COMPANIES.
 - CONTRACTOR SHALL COORDINATE CONNECTION OF IRRIGATION SERVICE TO UTILITIES. COORDINATE THE INSTALLATION OF IRRIGATION SLEEVES NECESSARY AS TO NOT IMPACT INSTALLATION OF UTILITIES.
 - CONTRACTOR SHALL MAINTAIN AS-BUILT PLANS THROUGHOUT CONSTRUCTION AND SUBMIT THESE PLANS TO ENGINEER UPON COMPLETION OF WORK.
 - CONTRACTOR SHALL COORDINATE CONNECTION OF IRRIGATION SERVICE TO UTILITIES. COORDINATE THE INSTALLATION OF IRRIGATION SLEEVES NECESSARY AS TO NOT IMPACT INSTALLATION OF UTILITIES.
 - ALL JOINTS AND CONNECTIONS IN STORM SEWER SYSTEM SHALL BE GASTIGHT OR WATERTIGHT. APPROVED RESILIENT RUBBER JOINTS MUST BE USED TO MAKE WATERTIGHT CONNECTIONS TO MANHOLES, CATCHBASINS, OR OTHER STRUCTURES.
 - ALL PORTIONS OF THE STORM SEWER SYSTEM LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED IN ACCORDANCE WITH MN RULES, CHAPTER 4714, SECTION 1109.0.

- CITY OF INVER GROVE HEIGHTS UTILITY NOTES:**
- SANITARY SEWER UMBRELLAS REQUIRED DURING CONSTRUCTION.
 - CLASS 52 DIP IS REQUIRED ON ALL 6-INCH WATER LINES.
 - MEGA-LOUS TO BE USED FOR JOINT RESTRAINTS. ALL WATER SYSTEM BOLTS SHALL BE CORE-BLUE.





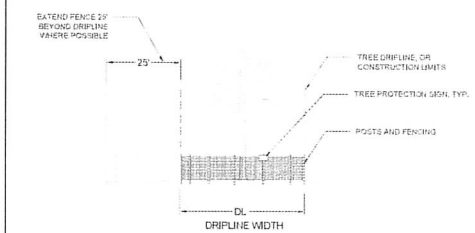
EXISTING TREE INVENTORY & REMOVALS CALCULATIONS:

NUMBER	CAL. IN.	SPECIES	REMOVED	TYPE	HERITAGE	SIGNIFICANT
1076	24	BOX ELDER	X	D		
1087	11	SPRUCE	X	C		
1088	11	MAPLE	X	D		
1089	11	MAPLE	X	D		
1090	11	SPRUCE	X	C		
1093	7	MAPLE	X	D		
1094	11	MAPLE	X	D		
1101	11	MAPLE	X	D		
1141	12	ASH	X	D		
1144	26	MAPLE	X	D		
1146	24	MAPLE	X	D		
1150	18	PINE	X	C		
1151	16	PINE	X	C		
1153	10	COTTONWOOD	X	D		
1154	10	COTTONWOOD	X	D		
1155	8	WALNUT	X	D		
1156	14	WALNUT	X	D		
1158	24	MAPLE	X	D		
1174	9	SPRUCE	X	C		
1176	19	MAPLE	X	D		
1177	10	SPRUCE	X	C		
1178	12	SPRUCE	X	C		
1180	12	COTTONWOOD	X	D		
1181	12	COTTONWOOD	X	D		
1182	12	COTTONWOOD	X	D		
1183	22	COTTONWOOD	X	D		
1184	12	COTTONWOOD	X	D		
1191	10	MULBERRY	X	D		
1201	8	BOX ELDER	X	D		
1211	10	CRABAPPLE	X	D		
1212	10	CRABAPPLE	X	D		
1215	10	CRABAPPLE	X	D		
1235	10	ELM	X	D		
1249	14	BOX ELDER	X	D		
1251	10	OAK	X	D		
1252	10	OAK	X	D		
1253	10	OAK	X	D		
1254	9	BOX ELDER	X	D		
1258	14	BOX ELDER	X	D		
1269	10	BOX ELDER	X	D		
1270	13	ELM	X	D		
1271	12	BOX ELDER	X	D		
1273	15	CHESNUT	X	D		
1274	15	CHESNUT	X	D		
1275	10	ELM	X	D		
1276	11	PINE	X	C		

NUMBER	CAL. IN.	SPECIES	REMOVED	TYPE	HERITAGE	SIGNIFICANT
1277	10	PINE	X	C		
1278	16	PINE	X	C		
1287	12	BOX ELDER	X	D		
1288	24	OAK	X	D		
1290	18	CHESNUT	X	D		
1320	14	PINE	X	C		
1321	14	PINE	X	C		
1322	8	PINE	X	C		
1323	14	PINE	X	C		
1324	18	PINE	X	C		
1325	9	OAK	X	D		
1326	10	PINE	X	C		
1329	15	PINE	X	C		
1330	14	PINE	X	C		
1331	12	PINE	X	C		
1332	14	ELM	X	D		
1333	9	PINE	X	C		
1334	12	PINE	X	C		
1335	16	PINE	X	C		
1337	18	ASH	X	D		
1338	11	ASH	X	D		
1339	15	BOX ELDER	X	D		
1340	17	OAK	X	D		
1341	12	PINE	X	C		
1342	12	PINE	X	C		
1343	14	PINE	X	C		
1344	15	PINE	X	C		
1345	13	PINE	X	C		
1346	10	PINE	X	C		
1347	12	PINE	X	C		
1348	12	PINE	X	C		
1349	12	PINE	X	C		
1350	18	PINE	X	C		
1351	10	PINE	X	C		
1352	11	PINE	X	C		
1353	11	PINE	X	C		
1354	12	PINE	X	C		
1355	12	PINE	X	C		
1356	10	PINE	X	C		
1357	8	PINE	X	C		
1358	8	PINE	X	C		
1359	12	PINE	X	C		
1360	13	PINE	X	C		
1361	12	PINE	X	C		
1362	10	PINE	X	C		
1363	10	PINE	X	C		

NUMBER	CAL. IN.	SPECIES	REMOVED	TYPE	HERITAGE	SIGNIFICANT
1364	12	PINE	X	C		
1365	10	PINE	X	C		
1366	10	PINE	X	C		
1367	18	COTTONWOOD	X	D		
1368	12	COTTONWOOD	X	D		
1369	12	COTTONWOOD	X	D		
1370	18	OAK	X	D		
1371	21	OAK	X	D		
1372	11	BOX ELDER	X	D		
1373	24	OAK	X	D		
1374	14	CHESNUT	X	D		
1375	10	CHESNUT	X	D		
1376	10	CHESNUT	X	D		
1377	12	CHESNUT	X	D		
1378	11	BOX ELDER	X	D		
1379	11	PINE	X	C		
1380	9	COTTONWOOD	X	D		
1385	8	COTTONWOOD	X	D		
1397	12	COTTONWOOD	X	D		
1398	12	COTTONWOOD	X	D		
1399	14	COTTONWOOD	X	D		
1412	12	COTTONWOOD	X	D		
1413	12	COTTONWOOD	X	D		
1414	11	COTTONWOOD	X	D		
1417	9	BOX ELDER	X	D		
1418	9	BOX ELDER	X	D		
1419	12	COTTONWOOD	X	D		
1420	13	COTTONWOOD	X	D		
1451	20	PINE	X	C		
1453	26	MAPLE	X	D		
1454	10	COTTONWOOD	X	D		
1455	8	COTTONWOOD	X	D		
1456	8	COTTONWOOD	X	D		
1457	12	PINE	X	C		
1458	10	PINE	X	C		
1459	12	PINE	X	C		
1471	8	PINE	X	C		
1472	8	PINE	X	C		
1473	8	PINE	X	C		
1474	8	PINE	X	C		
1475	8	PINE	X	C		
1476	8	PINE	X	C		
1477	8	PINE	X	C		
1478	8	PINE	X	C		
1479	8	PINE	X	C		
1480	8	PINE	X	C		
1481	8	PINE	X	C		
1482	8	PINE	X	C		
1483	8	PINE	X	C		

THIS SITE IS UNDER THE 60% REMOVAL THRESHOLD. REFER TO THE CITY OF INVER GROVE HEIGHTS TREE PRESERVATION WORKBOOK FOR THIS SITE'S COMPLETE TREE INVENTORY INCLUDING TREE CLASSES, VARIABLES AND TREE REPLACEMENT CALCULATIONS.



1 TREE PROTECTION N.T.S.

REMOVAL NOTES:

- SEE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PLAN FOR CONSTRUCTION STORM WATER MANAGEMENT PLAN.
- REMOVAL OF MATERIALS NOTED ON THE DRAWINGS SHALL BE IN ACCORDANCE WITH MNDOT, STATE AND LOCAL REGULATIONS.
- REMOVAL OF PRIVATE UTILITIES SHALL BE COORDINATED WITH UTILITY OWNER PRIOR TO CONSTRUCTION ACTIVITIES.
- EXISTING PAVEMENTS SHALL BE SAWCUT IN LOCATIONS AS SHOWN ON THE DRAWINGS OR THE NEAREST JOINT FOR PROPOSED PAVEMENT CONNECTIONS.
- REMOVED MATERIALS SHALL BE DISPOSED OF TO A LEGAL OFF-SITE LOCATION AND IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.
- ABANDONED REMOVAL, CONNECTION AND PROTECTION NOTES SHOWN ON THE DRAWINGS ARE APPROXIMATE. COORDINATE WITH PROPOSED PLANS.
- EXISTING ON-SITE FEATURES NOT NOTED FOR REMOVAL SHALL BE PROTECTED THROUGHOUT THE DURATION OF THE CONTRACT.
- PROPERTY LINES SHALL BE CONSIDERED GENERAL CONSTRUCTION LIMITS UNLESS OTHERWISE NOTED ON THE DRAWINGS. WORK WITHIN THE GENERAL CONSTRUCTION LIMITS SHALL INCLUDE STAGING, DEMOLITION AND CLEAN-UP OPERATIONS AS WELL AS CONSTRUCTION SHOWN ON THE DRAWINGS.
- WORK WORK OUTSIDE OF THE GENERAL CONSTRUCTION LIMITS SHALL BE ALLOWED AS SHOWN ON THE PLAN AND PER CITY REQUIREMENTS.
- DAMAGE BEYOND THE PROPERTY LIMITS CAUSED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED IN A MANNER APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT OR IN ACCORDANCE WITH THE CITY.
- PROPOSED WORK (BUILDING AND CIVIL) SHALL NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE SHOWN ON THE DRAWINGS AND APPROVED BY THE CITY PRIOR TO CONSTRUCTION.
- SITE SECURITY MAY BE NECESSARY AND PROVIDED IN A MANNER TO PROHIBIT VANDALISM, AND THEFT, DURING AND AFTER NORMAL WORK HOURS, THROUGHOUT THE DURATION OF THE CONTRACT. SECURITY MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY.
- VEHICULAR ACCESS TO THE SITE SHALL BE MAINTAINED FOR DELIVERY AND INSPECTION ACCESS DURING NORMAL OPERATING HOURS. AT NO POINT THROUGHOUT THE DURATION OF THE CONTRACT SHALL CIRCULATION OF ADJACENT STREETS BE BLOCKED WITHOUT APPROVAL BY THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
- ALL TRAFFIC CONTROLS SHALL BE PROVIDED AND ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES IN ILLINOIS AND THE CITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL REMAIN OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
- STAGING FOR BUILDING EXCAVATION MAY BE USED AT THE DISCRETION OF THE CONTRACTOR AND AS APPROVED BY THE OWNERS REPRESENTATIVE AND THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
- STAGING, DEMOLITION AND CLEAN UP AREAS SHALL BE WITHIN THE PROPERTY LIMITS AS SHOWN ON THE DRAWINGS AND MAINTAINED IN A MANNER AS REQUIRED BY THE CITY.

CITY OF INVER GROVE HEIGHTS REMOVAL NOTES:

- RESERVED FOR CITY SPECIFIC REMOVAL NOTES.

EROSION CONTROL NOTES:

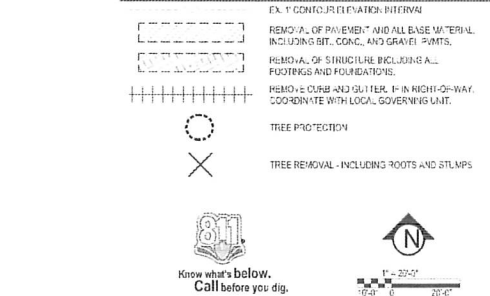
SEE SWPPP ON SHEETS SW1.0-SW1.5

EXISTING TREE REMOVALS & PRESERVATION CALCULATIONS:

NUMBER OF EXISTING ON-SITE TREES	149	1889	
NUMBER REMOVED	45	626	
REMOVED PERCENT OF TOTAL	30.2%	33.1%	<60% Threshold
NUMBER PRESERVED	104	1263	
PRESERVED PERCENT OF TOTAL	69.8%	66.9%	
PRESERVED HERITAGE TREES	0	0	
REMOVED HERITAGE TREES	0	0	
TOTAL HERITAGE TREES	0	0	
PRESERVED SIGNIFICANT TREES	80	54%	976 Total Saved
REMOVED SIGNIFICANT TREES	32	21%	475 Total Removed
TOTAL SIGNIFICANT TREES	112	75%	1451 Total Cal. In.

PER CITY OF INVER GROVE HEIGHTS ZONING CODE:
60% REMOVAL THRESHOLD = 60%
REMOVAL THRESHOLD = 60%
PER CITY OF INVER GROVE HEIGHTS ZONING CODE, THE PERCENTAGE OF REMOVED EXISTING TREES DOES NOT REACH THE ZONING DISTRICT REMOVAL THRESHOLD, THEREFORE NO TREE REPLACEMENT/RESTORATION IS REQUIRED. SEE CALCULATION AND THRESHOLD TABLE.

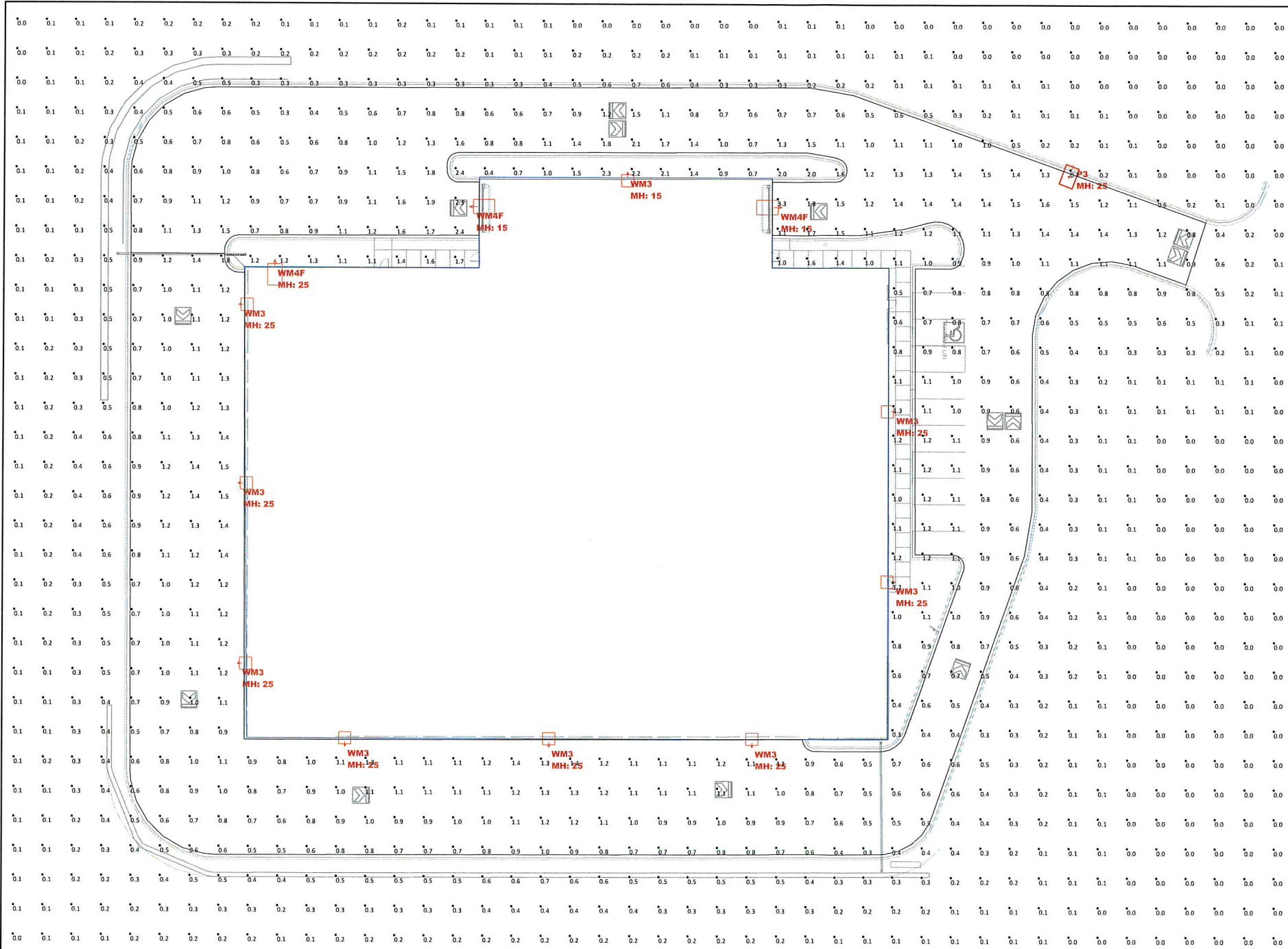
REMOVALS LEGEND:



PRELIMINARY:
NOT FOR CONSTRUCTION

CAHILL AVE STORAGE
7855 CAHILL AVE, INVER GROVE HEIGHTS, MN 55076
ADAMS-FRENCH PROPERTY, LLC.
9000 KEYSTONE CROSSING, SUITE 2300, INDIANAPOLIS, IN 46240

PROJECT: CAHILL AVE STORAGE
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.
DATE: 10/07/2024 LICENSE NO. 44267
ISSUE/SUBMITTAL SUMMARY
DATE DESCRIPTION
10/07/2024 10/07/2024
10/07/2024 10/07/2024
DRAWN BY: EL PROJECT NUMBER: 100000
REVIEWED BY: MP
REVISION SUMMARY
DATE DESCRIPTION
REMOVALS & TREE PRESERVATION PLAN
C1.0



NOTES:
-Contact Techlite for pricing, (317) 578-2626
-All readings taken at grade
-Buildings included as blocking entities
- Fixture Symbols are not to scale
- This drawing shows suggested fixtures and mounting locations based on the information provided.
-Techlite assumes no responsibility for variation of light levels that result from changes in project parameters not reported at the time of design.
- MH on drawing indicates mounting height from finished grade

LT1.0

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	LLF	Description	Arr. Watts
+	3	WM4F	SINGLE	0.920	USA RZR-WM1-IV-FT-20PLED-1050mA-NW-VOLT-FINISH @ VARIOUS SEE DRAWING	66.7
+	9	WM3	SINGLE	0.920	USA RZR-WM1-III-W-20PLED-NW-1050-VOLT-FINISH @ VARIOUS SEE DRAWING	67
+	1	P3	SINGLE	0.920	USA VLL-PLED-III-40LED-525mA-NW-VOLT-I-FINISH-HS-PLED & DS330-400Q250-D1-FINISH64.7	64.7
						Total Watts
						200.1
						603
						64.7

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
ALL POINTS	Illuminance	Fc	0.34	3.3	0.0	N.A.
PARKING AND DRIVE	Illuminance	Fc	0.99	3.3	0.3	3.30

Techlite Corporation
7718 Lima Court
Fishers, IN 46038
(317) 578-2626
www.techlitecorp.com



Revisions	
Rev	Comments

Drawn By: SJB	Checked By: MB/PM
Date: 10/4/2019	

Site Photometry	Inver Grove Heights Storage
-----------------	-----------------------------



PROVIDE EVIDENCE OF THE
TYPE, POLISH
AND FINISH OF THE
STEEL REQUIRED BY THE PROJECT. (SEE PAGE 18)

Soft Steel Sheet Pile

Job Name		City/State	
Engineer's Co.	Phone	City/State	Dist.
Project #/E.O.B.	Scale	Contract Number	Rev.

SPECIFICATIONS

Pile Shape: The pile shall be standard hot rolled wide flange I-beam tubing of one piece construction with a minimum yield strength of 30,000.

Pile Top: A removable pile cap is provided for piles receiving driving piles to eliminate contact with assemblies. For top support assemblies, either treatment could be factory coated the underside manufacturer for protection below and in salt water. Other pile top options include one piece only IP pile top. It is shown as typical when the pile is to penetrate materials not necessarily steel elements.

IP pile: A non-fused finish with granulating primer is provided at 1/4" from the face and on the pile assembly. Steel assemblies include a zinc to nickel, salt-resistant epoxy. Light hardware control assembly 1/2" Round (Type 304) is furnished from sludge impurities and is not required. All hardware are provided with a 250 x 3/4" neoprene backfill. Manufacturers are required.

Base Cover: A tapered full base cover fabricated from plastic is provided for piles. Additional base cover options, including the full base cover (Type 304) are available. (See page 18 for details.)

Anchor Base: Anchor bolts conform to ASTM F1554 Grade 5. The end of the pile shall be cut and the anchor bolts shall be 1/2" in diameter and 1/2" in length and are galvanized a minimum of 1/2" in the finished end.

Hardware: All standard hardware are galvanized steel, except those that are stainless steel. Hardware are galvanized or unpainted (cold metal or stainless).

Finishes: Standard finishes are either 304 stainless steel or 304 stainless steel (Type 304). (See page 18 for details.)

Coatings: The Steel Coating Systems are available upon request. See the product selection guide for details.

Design Criteria: Please reference Design Criteria Specification for appropriate design conditions.



*Consult factory on loading
directions for pile top mounted
hardware and/or piles.

Copyright © 2004 Valmont Structures, Inc. All rights reserved. Valmont Structures, Inc. is an Equal Opportunity Employer.

11/04/04 11:04 AM 11/04/04 11:04 AM

D8330

Fatigue Resistant
SCR Square Steel Post

WARRANTY
 1 Year Parts
 3 Year Limited Labor
 See Us For Details

vc

STRUCTURES
 A Division of
 VCMC, Inc.
 10000 Highway 100
 Houston, TX 77036
 281-469-1000
 Fax 281-469-1001
 E-Mail: info@vcstructures.com
www.vcstructures.com

Job No. _____

Job Name _____

Job Loc. _____

Draw No. _____

Draw Date _____

Draw By _____

Sheet _____

Sheet Count _____

Sheet Title _____

ANCHORAGE DATA

Anchor	ASCE 7-05		ASCE 7-10		Notes
	Reqd.	Provided	Reqd.	Provided	
1	10.0	10.0	10.0	10.0	
2	10.0	10.0	10.0	10.0	
3	10.0	10.0	10.0	10.0	
4	10.0	10.0	10.0	10.0	
5	10.0	10.0	10.0	10.0	
6	10.0	10.0	10.0	10.0	
7	10.0	10.0	10.0	10.0	
8	10.0	10.0	10.0	10.0	
9	10.0	10.0	10.0	10.0	
10	10.0	10.0	10.0	10.0	
11	10.0	10.0	10.0	10.0	
12	10.0	10.0	10.0	10.0	
13	10.0	10.0	10.0	10.0	
14	10.0	10.0	10.0	10.0	
15	10.0	10.0	10.0	10.0	
16	10.0	10.0	10.0	10.0	
17	10.0	10.0	10.0	10.0	
18	10.0	10.0	10.0	10.0	
19	10.0	10.0	10.0	10.0	
20	10.0	10.0	10.0	10.0	
21	10.0	10.0	10.0	10.0	
22	10.0	10.0	10.0	10.0	
23	10.0	10.0	10.0	10.0	
24	10.0	10.0	10.0	10.0	
25	10.0	10.0	10.0	10.0	
26	10.0	10.0	10.0	10.0	
27	10.0	10.0	10.0	10.0	
28	10.0	10.0	10.0	10.0	
29	10.0	10.0	10.0	10.0	
30	10.0	10.0	10.0	10.0	
31	10.0	10.0	10.0	10.0	
32	10.0	10.0	10.0	10.0	
33	10.0	10.0	10.0	10.0	
34	10.0	10.0	10.0	10.0	
35	10.0	10.0	10.0	10.0	
36	10.0	10.0	10.0	10.0	
37	10.0	10.0	10.0	10.0	
38	10.0	10.0	10.0	10.0	
39	10.0	10.0	10.0	10.0	
40	10.0	10.0	10.0	10.0	
41	10.0	10.0	10.0	10.0	
42	10.0	10.0	10.0	10.0	
43	10.0	10.0	10.0	10.0	
44	10.0	10.0	10.0	10.0	
45	10.0	10.0	10.0	10.0	
46	10.0	10.0	10.0	10.0	
47	10.0	10.0	10.0	10.0	
48	10.0	10.0	10.0	10.0	
49	10.0	10.0	10.0	10.0	
50	10.0	10.0	10.0	10.0	

DESIGNATION, LOAD AND DIMENSIONAL DATA

Anchor	ASCE 7-05		ASCE 7-10		Notes
	Reqd.	Provided	Reqd.	Provided	
1	10.0	10.0	10.0	10.0	
2	10.0	10.0	10.0	10.0	
3	10.0	10.0	10.0	10.0	
4	10.0	10.0	10.0	10.0	
5					

[illegible][illegible]

VALULUME SERIES - PLED

INTER-DOOR HEIGHT DISTANCE
 100% 100% 100%
 100% 100% 100%
 100% 100% 100%
 100% 100% 100%
 100% 100% 100%

SPECIFICATIONS

POLE DRILLING TEMPLATE

Diagram showing the Pole Drilling Template with dimensions: 1000mm (width), 1000mm (height), and 1000mm (depth). It includes a 100mm hole and a 100mm hole.

WALL MOUNT

Diagram showing the Wall Mount with dimensions: 1000mm (width), 1000mm (height), and 1000mm (depth). It includes a 100mm hole and a 100mm hole.

1000mm (width)
 1000mm (height)
 1000mm (depth)

WALL PLATE

Diagram showing the Wall Plate with dimensions: 1000mm (width), 1000mm (height), and 1000mm (depth). It includes a 100mm hole and a 100mm hole.

PLED MODULES

Diagram showing the PLED Modules with dimensions: 1000mm (width), 1000mm (height), and 1000mm (depth). It includes a 100mm hole and a 100mm hole.

1000mm (width)
 1000mm (height)
 1000mm (depth)

No.	Module	Material	Size
1	1000mm (width)	1000mm (height)	1000mm (depth)
2	1000mm (width)	1000mm (height)	1000mm (depth)
3	1000mm (width)	1000mm (height)	1000mm (depth)
4	1000mm (width)	1000mm (height)	1000mm (depth)
5	1000mm (width)	1000mm (height)	1000mm (depth)
6	1000mm (width)	1000mm (height)	1000mm (depth)
7	1000mm (width)	1000mm (height)	1000mm (depth)
8	1000mm (width)	1000mm (height)	1000mm (depth)
9	1000mm (width)	1000mm (height)	1000mm (depth)
10	1000mm (width)	1000mm (height)	1000mm (depth)
11	1000mm (width)	1000mm (height)	1000mm (depth)
12	1000mm (width)	1000mm (height)	1000mm (depth)
13	1000mm (width)	1000mm (height)	1000mm (depth)
14	1000mm (width)	1000mm (height)	1000mm (depth)
15	1000mm (width)	1000mm (height)	1000mm (depth)
16	1000mm (width)	1000mm (height)	1000mm (depth)
17	1000mm (width)	1000mm (height)	1000mm (depth)
18	1000mm (width)	1000mm (height)	1000mm (depth)
19	1000mm (width)	1000mm (height)	1000mm (depth)
20	1000mm (width)	1000mm (height)	1000mm (depth)
21	1000mm (width)	1000mm (height)	1000mm (depth)
22	1000mm (width)	1000mm (height)	1000mm (depth)
23	1000mm (width)	1000mm (height)	1000mm (depth)
24	1000mm (width)	1000mm (height)	1000mm (depth)
25	1000mm (width)	1000mm (height)	1000mm (depth)
26	1000mm (width)	1000mm (height)	1000mm (depth)
27	1000mm (width)	1000mm (height)	1000mm (depth)
28	1000mm (width)	1000mm (height)	1000mm (depth)
29	1000mm (width)	1000mm (height)	1000mm (depth)
30	1000mm (width)	1000mm (height)	1000mm (depth)
31	1000mm (width)	1000mm (height)	1000mm (depth)
32	1000mm (width)	1000mm (height)	1000mm (depth)
33	1000mm (width)	1000mm (height)	1000mm (depth)
34	1000mm (width)	1000mm (height)	1000mm (depth)
35	1000mm (width)	1000mm (height)	1000mm (depth)
36	1000mm (width)	1000mm (height)	1000mm (depth)
37	1000mm (width)	1000mm (height)	1000mm (depth)
38	1000mm (width)	1000mm (height)	1000mm (depth)
39	1000mm (width)	1000mm (height)	1000mm (depth)
40	1000mm (width)	1000mm (height)	1000mm (depth)
41	1000mm (width)	1000mm (height)	1000mm (depth)
42	1000mm (width)	1000mm (height)	1000mm (depth)
43	1000mm (width)	1000mm (height)	1000mm (depth)
44	1000mm (width)	1000mm (height)	1000mm (depth)
45	1000mm (width)	1000mm (height)	1000mm (depth)
46	1000mm (width)	1000mm (height)	1000mm (depth)
47	1000mm (width)	1000mm (height)	1000mm (depth)
48	1000mm (width)	1000mm (height)	1000mm (depth)
49	1000mm (width)	1000mm (height)	1000mm (depth)
50	1000mm (width)	1000mm (height)	1000mm (depth)
51	1000mm (width)	1000mm (height)	1000mm (depth)
52	1000mm (width)	1000mm (height)	1000mm (depth)
53	1000mm (width)	1000mm (height)	1000mm (depth)
54	1000mm (width)	1000mm (height)	1000mm (depth)
55	1000mm (width)	1000mm (height)	1000mm (depth)
56	1000mm (width)	1000mm (height)	1000mm (depth)
57	1000mm (width)	1000mm (height)	

[illegible][illegible][illegible][illegible]

SOLID STATE AREA LIGHTING

RAZAR WALLMOUNT-LED

TECHNICAL DATA

RAZAR is a new generation of wall mounted lighting fixture. It is designed to provide uniform lighting in a room. The fixture is made of high quality materials and is available in different sizes and colors. It is a perfect choice for modern interiors.

RAZAR is a new generation of wall mounted lighting fixture. It is designed to provide uniform lighting in a room. The fixture is made of high quality materials and is available in different sizes and colors. It is a perfect choice for modern interiors.

RAZAR-WM1

RAZAR-WM1 is a new generation of wall mounted lighting fixture. It is designed to provide uniform lighting in a room. The fixture is made of high quality materials and is available in different sizes and colors. It is a perfect choice for modern interiors.

RAZAR-WM2

RAZAR-WM2 is a new generation of wall mounted lighting fixture. It is designed to provide uniform lighting in a room. The fixture is made of high quality materials and is available in different sizes and colors. It is a perfect choice for modern interiors.

RAZAR-WM3

RAZAR-WM3 is a new generation of wall mounted lighting fixture. It is designed to provide uniform lighting in a room. The fixture is made of high quality materials and is available in different sizes and colors. It is a perfect choice for modern interiors.

TECHNICAL DATA

RAZAR-WM1

RAZAR-WM1 is a new generation of wall mounted lighting fixture. It is designed to provide uniform lighting in a room. The fixture is made of high quality materials and is available in different sizes and colors. It is a perfect choice for modern interiors.

RAZAR-WM2

RAZAR-WM2 is a new generation of wall mounted lighting fixture. It is designed to provide uniform lighting in a room. The fixture is made of high quality materials and is available in different sizes and colors. It is a perfect choice for modern interiors.

RAZAR-WM3

RAZAR-WM3 is a new generation of wall mounted lighting fixture. It is designed to provide uniform lighting in a room. The fixture is made of high quality materials and is available in different sizes and colors. It is a perfect choice for modern interiors.

RAZAR-WM4

RAZAR-WM4 is a new generation of wall mounted lighting fixture. It is designed to provide uniform lighting in a room. The fixture is made of high quality materials and is available in different sizes and colors. It is a perfect choice for modern interiors.

RAZAR-WM5

RAZAR-WM5 is a new generation of wall mounted lighting fixture. It is designed to provide uniform lighting in a room. The fixture is made of high quality materials and is available in different sizes and colors. It is a perfect choice for modern interiors.

RAZAR-WM6

RAZAR-WM6 is a new generation of wall mounted lighting fixture. It is designed to provide uniform lighting in a room. The fixture is made of high quality materials and is available in different sizes and colors. It is a perfect choice for modern interiors.

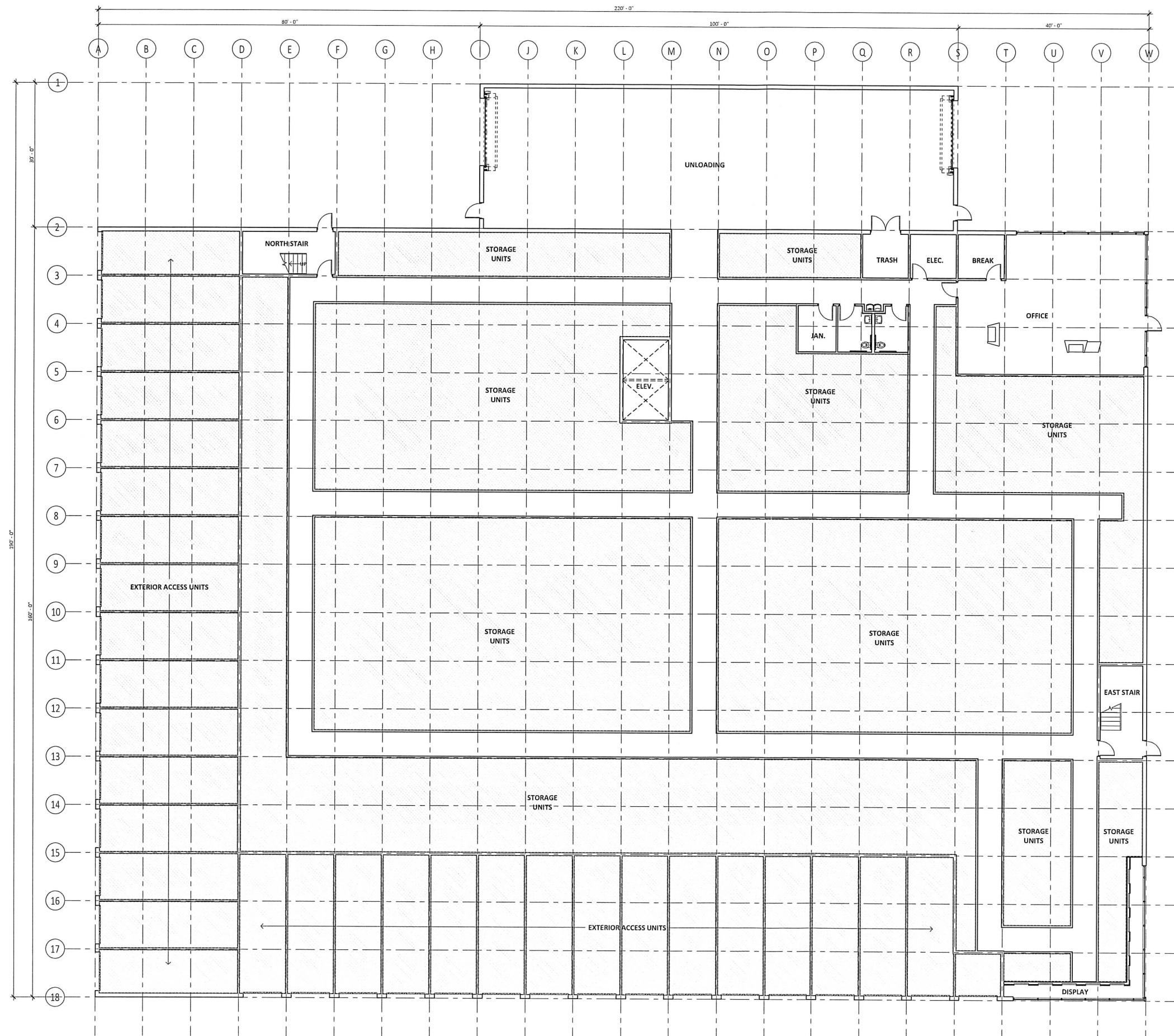
© 2010 RAZAR Lighting. All rights reserved. RAZAR Lighting is a registered trademark of RAZAR Lighting. RAZAR Lighting is a registered trademark of RAZAR Lighting.

[illegible][illegible]

REVISION SUMMARY	
DATE	DESCRIPTION
1. 1. 1.	
2. 1. 1.	
3. 1. 1.	
4. 1. 1.	
5. 1. 1.	
6. 1. 1.	

LIGHTING PLAN CUT SHEETS

LT1.1



**CAHILL AVE STORAGE
NEW CONSTRUCTION**

7855 CAHILL AVE.
INVER GROVE HEIGHTS,
MN 55076

10

1



1

NOT FOR
CONSTRUCTION

THE ARCHITECT SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS OF THE ATTACHED DOCUMENTS.

[illegible]

1

1

DRAWING INFORMATION

PROJECT NUMBER: 19229.DADA

DRAWN BY: Author

CHECKED BY: Checker

DATE: 10/07/2019

COMPUTER DIRECTORY:

Path:

ACCEPTED MANUSCRIPT

1ST LEVEL FLOOR
PLAN

1

CITY SUBMITTAL



A201

7800 Boyd Ave. E.
Inver Gr. Hghts., Mn

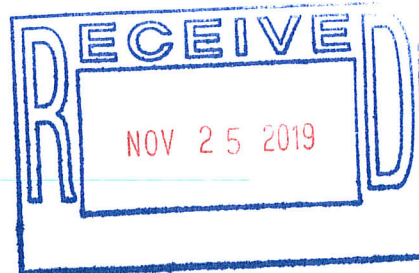
Dear Mayor Tourville and Council,

We are very much against the mini storage on Cahill Ave Please vote NO on this. Additional water run off into So. Valley Park is not good. At times the pond covers the trail as it is. There are residential homes to the north and a 3 story building does not fit.

We also support Bill McLean's statement to the planning commission.

Vote NO.

Jim & Sharon Mueller



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

RESOLUTION APPROVING AMENDMENT NO. 1 TO THE MAY 2019 IMPROVEMENT AGREEMENT FOR 9725 ROBERT TRAIL SOUTH (STOR) AND DETERMINING THAT THE MAY 2019 PLANS COUPLED AND TOGETHER WITH THE OVERALL LANDSCAPE PLAN IN AMENDMENT NO. 1 TO THE IMPROVEMENT AGREEMENT ARE IN SUBSTANTIAL CONFORMANCE WITH THE CUP PLANS

Meeting Date: Dec 9, 2019
 Item Type: Regular
 Contact: Heather Rand: 651-450-2546
 Prepared by: Heather Rand, CD Director
 Reviewed by: NA

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council is requested to approve a two-fold resolution that amends the improvement agreement with commercial site developer Valley Homestead Properties, L.L.C. (Brian and Shawn Briggs) for the project commonly referred to as STOR that is located at 9725 Robert Trail South. The amendment denotes specific and additional levels of reasonable site screening to be made for the benefit of nearby residences. City council is also requested to determine that the May 2019 approved improvement plan coupled and together with the additional, supplemental screening denoted in Amendment No. 1 to the Improvement Agreement now commonly referred to as the Overall Landscape Plan, are in substantial conformance with the January 14, 2019 city council approved Conditional Use Permit (CUP).

BACKGROUND

On January 14, 2019, the city council approved a conditional use permit (CUP) on a site zoned I-1, Limited Industry District for a project that includes a climate controlled mini-storage facility to be constructed within an existing commercial building, the construction of 7 new outdoor cold storage buildings, outdoor vehicle storage on paved area located on the north and west sides of the site, and construction of a new, small office building to be constructed at the entrance of the property just off Robert Street South. The development plans require security fencing and the outdoor storage is to be screened with an 8-foot tall solid screening fence. The CUP was necessary because the project requires 2 variances from city code. Namely, 1) to install 8 foot rather than standard 7-foot fencing for the benefit of the homes to the west and north near the proposed outdoor vehicle storage and 2) the development's landscape plan was short the required number of plantings. This landscape plan variance was deemed appropriate given the project's planned 8 foot high wood fence, some additional landscaping planting required adjacent to the proposed small office building, and the existing wooded area on the site that had naturally grown in since the 1980's on or near the existing commercial building's septic system. The CUP adopted by city council established conditions for the development that included language that the development would be developed in substantial conformance with plans on file with the planning department except as may be modified by city code enforcement officer, city fire marshal and city engineer (See CUP Resolution Attached).

In February, city engineering staff were made aware of contamination within the old septic system on site and this required changes to the preliminary stormwater management plan and

related development plans for the project that was then incorporated within a city council approved May, 2019 Improvement Agreement for STOR project 9725 Robert Trail S.

After additional staff review, staff found that the May 2019 Improvement Plan is in substantial conformance with the CUP plans save and except for a grading change that resulted in the loss of certain site screening. As such, staff required the developer to revise the overall landscape plan for the site to include additional elements of screening so that it specifically provides additional screening to the 4 residential properties immediately to the north of the STOR development site.

The developer has agreed to provide additional screening above and beyond what staff required, the elements of such now delineated in a December 5, 2019 dated Overall Landscape Plan with many additional, costly screening elements including:

- Additional 8' cedar wood fence along east side of roadway with chain link gate
- Plant 40 additional trees the species and size largely dictated by adjacent residential property owners to the north of the site
- Install light sensor system to minimize light wash impacts off site
- Creation of a private conservation easement on the northern edge of the STOR development site over a stormwater drainage pond
- Developer offer 4 residential properties to the north a modest cash payment not to exceed \$5,000 in total sum based on the parcel's lot line sf to the development site, for the purpose of encouraging these 4 residential property owners to apply such payment to add additional screening elements on their own property as this is a customary endeavor for residences located next to commercial industrial property to undertake. The developer will receive a \$5,000 credit in their development fees to accommodate the costs they may incur as part of the payment offered to the 4 residential properties.

RECOMMENDATION

Staff recommends approval of the city council resolution approving Amendment No. 1 of the May 2019 Improvement Agreement as revised for 9725 Robert Trail South and determines that the May 2019 improvement plans, coupled and together with the amendment's screening elements as delineated in a December 5, 2019 dated Overall Landscape Plan, are in substantial conformance with the CUP plans.

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

RESOLUTION NO. 19- _____

**RESOLUTION APPROVING AMENDMENT NO. 1 TO THE IMPROVEMENT
AGREEMENT FOR 9725 ROBERT TRAIL SOUTH, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA AND DETERMINING THAT THE MAY 2019 PLANS
COUPLED AND TOGETHER WITH THE OVERALL LANDSCAPE PLAN AND
AMENDMENT NO. 1 TO THE IMPROVEMENT AGREEMENT ARE IN SUBSTANTIAL
CONFORMANCE WITH THE CUP PLANS**

WHEREAS, by Resolution No. 19-16 dated January 14, 2019, the City Council approved a conditional use permit for mini-storage with outdoor storage (the “CUP Resolution”) for property located at 9725 South Robert Trail, Inver Grove Heights, Minnesota (the “Property”). The CUP Resolution imposed a number of conditions on the Property including paragraphs 1, 6, 8, 9, 10 and 11 of the CUP Resolution (the “CUP Plans”). The CUP resolution is attached as Exhibit B to the Amendment No. 1 to the Improvement Agreement.

WHEREAS, the City and Valley Homestead Properties, L.L.C., a North Dakota limited liability company (“Owner”) entered into an Improvement Agreement for 9725 Robert Trail South, Inver Grove Heights, Dakota County, MN dated May 28, 2019, recorded as Dakota County Document No. 3315324 (“Improvement Agreement”). The Improvement Agreement encumbers the Property. Owner is the current fee owner of the Property. The Property is subject to the recorded Improvement Agreement. The legal description to the Property is attached as Exhibit A to the Amendment No. 1 to the Improvement Agreement between the City and Owner.

WHEREAS, in May 2019, City staff approved the Development Plans incorporated into the Improvement Agreement and by the Improvement Agreement the City approved the Development Plans. The list of Development Plans approved by the Improvement Agreement (the “May 2019 Plans”) is attached as Exhibit C to the Amendment No. 1 to the Improvement Agreement. By the terms of the CUP Resolution, the May 2019 Plans were to be in substantial conformance with the CUP Plans. The Council finds and determines that the May 2019 Plans are in substantial conformance with the CUP Plans save and except for a grading change that resulted in the loss of certain site screening. By Amendment No. 1 to the Improvement Agreement, the Owner and the City desire to address the loss of certain site screening by adding a requirement that Owner follow and comply with the Overall Landscape Plan. Attached as Exhibit D to Amendment No. 1 to the Improvement Agreement is the Overall Landscape Plan (revised December 5, 2019).

WHEREAS, the Owner and City desire to amend the Improvement Agreement according to the terms and conditions of the attached Amendment No. 1 to the Improvement Agreement and

further desire approval of the Overall Landscape Plan and the requirement that the Owner comply with it.

WHEREAS, the Council finds and determines that the May 2019 Plans coupled and together with the Overall Landscape Plan and Amendment No. 1 to the Improvement Agreement are in substantial conformance with the CUP Plans.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS DOES HEREBY RESOLVE AS FOLLOWS:

1. The Council hereby approves the attached Amendment No. 1 to the Improvement Agreement including the Undisturbed Natural Area/Open Space Easement Agreement attached as Exhibit E to Amendment No. 1 to the Improvement Agreement.
2. The Council hereby authorizes the Mayor and Deputy Clerk to execute the attached Amendment No. 1 to Improvement Agreement and the Undisturbed Natural Area/Open Space Easement Agreement attached as Exhibit E to Amendment No. 1 to the Improvement Agreement.
3. The Council finds and determines that the May 2019 Plans are in substantial conformance with the CUP Plans save and except for a grading change that resulted in the loss of certain site screening.
4. The Council hereby finds and determines that the May 2019 Plans coupled and together with the Overall Landscape Plan and Amendment No. 1 to Improvement Agreement are in substantial conformance with the CUP Plans.
5. The Council hereby approves the Overall Landscape Plan and by the attached Amendment No. 1 to Improvement Agreement requires the Owner to comply with it.

Passed this 9th day of December, 2019.

George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator/ Deputy Clerk

AMENDMENT NO. 1 TO
IMPROVEMENT AGREEMENT FOR
9725 ROBERT TRAIL SOUTH, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS AMENDMENT NO. 1 TO IMPROVEMENT AGREEMENT (Amendment) is made, entered into and effective this 9th day of December, 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Valley Homestead Properties, L.L.C., a North Dakota limited liability company (hereafter referred to as “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:

WHEREAS, by Resolution No. 19-16 dated January 14, 2019, the City Council approved a conditional use permit for mini-storage with outdoor storage (the “CUP Resolution”) for property located at 9725 South Robert Trail, Inver Grove Heights, Minnesota defined herein as the Property. The CUP Resolution is attached as **Exhibit B**.

WHEREAS, the CUP Resolution imposed a number of conditions on the Property including paragraphs 1, 6, 8, 9, 10 and 11 of the CUP Resolution (the “CUP Plans”).

WHEREAS, the City and Valley Homestead Properties, L.L.C., a North Dakota limited liability company (Owner) entered into an Improvement Agreement for 9725 Robert Trail South, Inver Grove Heights, Dakota County, MN dated May 28, 2019, recorded as Dakota County Document No. 3315324 (“Improvement Agreement”).

WHEREAS, the Improvement Agreement encumbers the property located in the City of Inver Grove Heights, Dakota County, Minnesota described on the attached **Exhibit A** (the “Property”).

WHEREAS, Owner is the current fee owner of the Property.

WHEREAS, the Property is subject to the recorded Improvement Agreement.

WHEREAS, in May 2019, City staff approved the Development Plans incorporated into the Improvement Agreement and by the Improvement Agreement the City approved the Development Plans. The list of Development Plans approved by the Improvement Agreement (the “May 2019 Plans”) is attached hereto as **Exhibit C**.

WHEREAS, by the terms of the CUP Resolution, the May 2019 Plans were to be in substantial conformance with the CUP Plans.

WHEREAS, by separate resolution, the Council has determined that the May 2019 Plans are in substantial conformance with the CUP Plans save and except for a grading change that resulted in the loss of certain site screening.

WHEREAS, the parties desire to address the loss of certain site screening by adding a requirement that Owner follow and comply with the Overall Landscape Plan – Alt 2 prepared by Elan Design Lab revised on December 5, 2019 and attached hereto as **Exhibit D** (the “Overall Landscape Plan”).

WHEREAS, the parties desire to amend the Improvement Agreement by incorporating this Amendment into the Improvement Agreement and approving the Overall Landscape Plan and requiring the Owner to comply with it.

WHEREAS, by separate resolution, the Council has determined that the May 2019 Plans coupled and together with the Overall Landscape Plan and Amendment No. 1 to Improvement Agreement are in substantial conformance with the CUP Plans.

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

Section 1. Incorporation of Amendment into Improvement Agreement. This Amendment is hereby incorporated into and made a part of the Improvement Agreement.

Section 2. Approval of Overall Landscape Plan. The City and Owner do hereby approve the Overall Landscape Plan. Owner agrees that it will comply with the Overall Landscape Plan and complete the planting of the trees and complete the installation of the fence no later than July 1, 2020. The obligations of the Owner include the obligations that the Owner shall install the following trees and fence and shall also comply with all the following requirements:

- a. The Owner shall install an 8 foot high cedar fence along the east side of the driveway, approximately 7 feet from the curb with a gated entrance to the eastern development area. The fence gate will be a chain link style with a dimensional length of approximately 25 feet. The end points of the cedar fence are depicted on the Overall Landscape Plan.
- b. Owner shall plant 10 trees on the hillside immediately east of the driveway adjacent to the 8 foot high cedar fence. Of the 10 trees 6 of the trees shall be Royal Red Norway Maple approximately 10 feet in height and 4 of the 10 trees shall be State Street Maple approximately 10 feet in height.

c. Owner shall plant 30 trees in the Undisturbed Natural Area/Open Space as defined in the Undisturbed Natural Area/Open Space Easement Agreement for Property at 9725 Robert Trail South, Inver Grove Heights, Dakota County, Minnesota. The 30 trees shall be of the following types and species and heights and at the following locations:

- 1 Apollo Sugar Maple tree, 10-12' tall, West of the pond
- 9 Scotch Pine trees, 8' tall, South and West of the pond
- 1 Princeton Gold Norway Maple tree, 10-12' tall, West of the pond
- 9 Red Pine trees, 8' tall, South and West of the pond
- 5 River Birch trees, 10-12' tall, North of the pond
- 3 Autumn Blaze Maple trees, 10-12' tall, North of the pond
- 2 Sienna Glen Maple trees, 10-12' tall, North of the pond

d. The Owner must maintain the fencing in good repair and condition and not remove the fencing. The Owner must replace any damaged fencing.

e. The Owner shall not remove the trees unless they become afflicted with a disease or die. The Owner is obligated to replace any dead or diseased tree with a healthy tree of the same size, type, species and location as originally planted under this Amendment unless the City in writing otherwise waives this requirement. The parties understand and agree that it is the intention of the parties to keep in place tree screening as a permanent form of screening on the Property.

Section 3. Sensored Lighting System. With respect to the building and Property lighting that is cast in the general area of 9442 Tyne Lane, 9436 Tyne Lane, 9432 Tyne Lane and 9426 Tyne Lane, the Owner shall install a sensored lighting system which is intended to limit lighting from the building and Property to the identified Tyne Lane residences. The Owner has the obligation to maintain the sensored lighting system.

Section 4. Grant of Conservation Easement. Upon execution of this Amendment, the Owner and the City shall also execute and record a conservation easement in the form and substance of the Undisturbed Natural Area/Open Space Easement Agreement for Property at 9725 Robert Trail South, Inver Grove Heights, Dakota County, Minnesota, attached hereto as **Exhibit E**.

Section 5. Payment of Attorneys fees and Recording fees. The City agrees that at its expense it will pay the City Attorney Fees and recording fees with respect to preparation and recording of this Amendment.

Section 6. Grant of Credit. The City hereby grants Owner a \$5,000 credit against the city engineering inspection fees relating to inspection of Developer Improvements as identified on Exhibit E to the Improvement Agreement.

Section 7. Neighboring Landscape. To induce specified neighbors to plant trees or other vegetation on their respective lands and to provide the opportunity to do so, the Owner by January 15, 2020 shall offer to pay to owners of the following properties the following amounts:

Owners of Property at:	Offered Amount
9442 Tyne Lane	\$957

9436 Tyne Lane	\$1182
9432 Tyne Lane	\$1340
9426 Tyne Lane	\$1520

The offers shall be in effect up to July 1, 2020 and may expire thereafter unless accepted. The offers shall not be conditioned upon requiring the neighboring properties to actually install trees or other vegetation. The offers may be conditioned upon the owners of the neighboring properties agreeing to release the Owner from any claims arising out of or resulting from the CUP Resolution, CUP Plans, the May 2019 Plans and the Overall Landscape Plan, Amendment No. 1 to the Improvement Agreement and the Resolution Approving Amendment No. 1 to the Improvement Agreement.

Section 8. Retention of Letter of Credit. On Exhibit E to the Improvement Agreement the portion of the Letter of Credit filed with the City with respect to fence/screening was \$56,000 multiplied by 1.25 for a total of \$70,000. No part of the \$70,000 shall be released to Owner for at least one year after installation of the screening trees and fence have been completed under the Overall Landscape Plan.

Section 9. Continuing Effect. The other terms and conditions of the Improvement Agreement remain in full force and effect. To the extent the Overall Landscape Plan differs or is in conflict with the May 2019 Plans, the Overall Landscape Plan shall control.

Section 10. Recording of Amendment. This Amendment may be recorded by the City against the Property.

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

IN WITNESS WHEREOF Owner and the City have entered into this Amendment on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of December, 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:
VALLEY HOMESTEAD PROPERTIES, L.L.C.

By: _____
 Brian Briggs
 Its: President

STATE OF _____)
)
COUNTY OF _____) SS.

On this ____ day of December, 2019, before me a Notary Public within and for said County, personally appeared Brian Briggs, to me personally known, who being by me duly sworn, did say that he is the President of Valley Homestead Properties, L.L.C., a North Dakota limited liability company, and that the foregoing instrument was executed on behalf of Valley Homestead Properties, L.L.C. by authority of the Boards of Governors of said limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

That part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota lying Northerly of the Northerly right-of-way line of Minnesota State Trunk Highway No. 3 and Westerly of the Westerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company;

EXCEPT that part thereof included within the North 417.42 feet of the East 417.42 feet of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota, as measured along the North and East lines thereof, and

EXCEPT that part described as follows: Commencing at the Northwest corner of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence South 0°01'18" East (assumed bearing) a distance of 700 feet along the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4) to the point of beginning of the parcel to be described; thence North 89°58'42" East a distance of 500 feet; thence South 0°01'18" East a distance of 343.44 feet, more or less, to the Northerly right-of-way line of State Trunk Highway No. 3; thence Southwesterly along said right-of-way line 604.14 feet, more or less, to its intersection with the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence Northerly along said West line 666.87 feet, more or less, to the point of beginning, according to the Government Survey thereof, located in Dakota County, Minnesota.

Property is Abstract.

EXHIBIT B
THE CUP RESOLUTION

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 19-16

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR MINI-STORAGE
WITH OUTDOOR STORAGE

Case No. 18-60C
(Shawn Briggs)

WHEREAS, the request is for the property located at 9725 South Robert Trail and legally described as:

See Exhibit A

WHEREAS, the aforescribed property is zoned I-1, Limited Industry District;

WHEREAS, mini-storage and outdoor storage are listed as a conditional use within the Limited Industry district;

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

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on December 18, 2018;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional for mini-storage with outdoor storage is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified herein:

Site Plan	dated 12/5/18
Site Grading Plan	dated 11/19/18
Erosion Control Plan	dated 11/19/18
Site Utility Plan	dated 11/19/18
Photometric Plan	dated 11/19/18

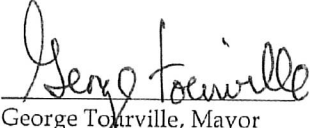
Exterior Elevations (5 sheets)	dated 11/19/18
Landscape Plan (2 sheets)	dated 12/5/18
Screening Cross Section Plan	dated 12/12/18

2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. All signage requires a separate sign permit and shall conform to the sign requirements of the I-1 zoning district.
4. All parking lot and building lighting on site shall be a down cast, "shoe-box" style and the bulb shall not be visible from property lines. Details of building lighting shall be submitted with the building permit.
5. Any roof top and/or ground utility equipment shall be substantially screened on all sides from public view. Screening materials shall be compatible with the building's overall design.
6. All plans shall be subject to the review and approval of the City Fire Marshal.
7. An improvement agreement, stormwater agreements, and other agreements related thereto, shall be required to be executed between the City and the developer. The contract will address specific site improvements and parties responsible for improvements and will require financial surety for the landscaping and any other public improvements that may be necessary.
8. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.
9. The developer shall meet the conditions outlined in the City Engineers review memo dated 11/28/18 and any subsequent correspondence.
10. The developer shall meet the conditions outlined in the letter from MnDOT dated 11/21/18.
11. The plans shall be modified to provide additional screen fencing consisting of slates through chain link from the end of the solid wood fencing to a point that would line up between the property lines of 9446 and 9442 Tyne Lane.

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 14th day of January, 2019.

AYES: 5
NAYS: 0


George Tourville, Mayor

ATTEST:

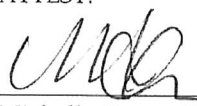

Michelle Tesser, City Clerk

EXHIBIT A

Legal description of the property:

That part of the West Half (W1/2) of the Southwest Quarter (SW/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota lying Northerly of the Northerly right-of-way line of Minnesota State Trunk Highway No. 3 and Westerly of the Westerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company;

EXCEPT that part thereof included within the North 417.42 feet of the East 417.42 feet of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota, as measured along the North and East lines thereof, and

EXCEPT that part described as follows: Commencing at the Northwest corner of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence South 0°01'18" East (assumed bearing) a distance of 700 feet along the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4) to the point of beginning of the parcel to be described; thence North 89°58'42" East a distance of 500 feet; thence South 0°01'18" East a distance of 343.44 feet, more or less, to the Northerly right-of-way line of State Trunk Highway No. 3; thence Southwesterly along said right of-way line 604.14 feet, more or less, to its intersection with the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence Northerly along said West line 666.87 feet, more or less, to the point of beginning, according to the Government Survey thereof, located in Dakota County, Minnesota.

Tax description of the property:

PT OF W 1/2 OF SW 1/4 LYING N OF SH #3 & W OF RR EX N 417.42 FT OF E 417.42 FT OF NW 1/4 OF SW 1/4 & EX BEG 700 FT S OF NW COR N 89D 58M 42S E 500 FT S OD 0M 18S E 343.44 FT TO R/W HGWY SW ON R/W 604.14 FT TO W LINE N 666.87 FT TO BEG

EXHIBIT C
THE MAY 2019 PLANS

86
6-18

EXHIBIT B
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Cover Sheet (C-000)	5-23-19	Elan Design Lab and Architectural Consortium L.L.C.
Demolition Plan (C-010)	5-23-19	Elan Design Lab and Architectural Consortium L.L.C.
Overall Site Plan (C-100)	5-23-19	Elan Design Lab and Architectural Consortium L.L.C.
Site Plan (C-101 & C-102)	5-23-19	Elan Design Lab and Architectural Consortium L.L.C.
Grading Plan (C-201 & C-202)	5-23-19	Elan Design Lab and Architectural Consortium L.L.C.
SWPPP (C-203)	5-23-19	Elan Design Lab and Architectural Consortium L.L.C.
Erosion Control Plan (C-204)	5-23-19	Elan Design Lab and Architectural Consortium L.L.C.
MNDOT Right of Way Grading & Site Plan (C-205)	5-23-19	Elan Design Lab and Architectural Consortium L.L.C.
Infiltration Basin Construction (C-206)	5-23-19	Elan Design Lab and Architectural Consortium L.L.C.

88
6-18

Utility Plan (C-301)	5-23-19	Elan Design Lab and Architectural Consortium L.L.C.
Details (C-501,C-502 C-503 & C-504)	5-23-19	Elan Design Lab and Architectural Consortium L.L.C.
Landscape Plan (L-100 & L-102)	5-23-19	Elan Design Lab and Architectural Consortium L.L.C.
Landscape Details (L-501)	5-23-19	Elan Design Lab and Architectural Consortium L.L.C.
Photometrics Plan (E-101)	5-23-19	Elan Design Lab and Architectural Consortium L.L.C.

The above-listed Development Plans were approved by the City Engineer on May 24, 2019. The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences (collectively the "City Engineer Memos"):

1. Letter from MnDOT to Steve Johnson at Elan Design Lab dated November 21, 2018;
2. Memo from Assistant City Engineer Steve Dodge to Associate Planner Heather Botten dated November 28, 2018;
3. Memo from Assistant City Engineer Steve Dodge to Associate Planner Heather Botten dated April 11, 2019;
4. Memo from Greg Fransen at Barr Engineering to City Engineer Tom Kaldunski dated April 11, 2019; and
5. Memo from Assistant City Engineer Steve Dodge to Associate Planner Heather Botten dated May 8, 2019; and
6. Letter from Assistant City Engineer Steve Dodge to Shawn Briggs dated May 17, 2019 relating to grading on Subject Property.

The City Engineer Memos are on file with the City. The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer.

OVERALL LANDSCAPE PLAN



6. LANDSCAPE CONTRACTOR

- [illegible]

© 2004 Blackwell Publishing Ltd *Journal of Internal Medicine* 255: 103–110

[illegible]

OR 25% OFFLINE PLATING

[illegible]

KEY	CLART	COMMON NAME
ENCLOSURE TYPE		

[illegible]

KEY	QTY	UNIT	DESCRIPTION	DATE	TIME
INVOICE TOTAL					

FILE #	FILE #	COMPANY NAME	SECURITY NAME	SEC	CONG	SEC
INTELLIGENCE FILES						
171	3	ALUMINUM BROS	ALUMINUM BROS	12-27-45, 1-10-46	SEC	12-1-1936
172	3	ALUMINUM BROS	ALUMINUM BROS	12-27-45, 1-10-46	SEC	12-1-1936
173	3	ALUMINUM BROS	ALUMINUM BROS	12-27-45, 1-10-46	SEC	12-1-1936
174	3	ALUMINUM BROS	ALUMINUM BROS	12-27-45, 1-10-46	SEC	12-1-1936
175	3	ALUMINUM BROS	ALUMINUM BROS	12-27-45, 1-10-46	SEC	12-1-1936
176	3	ALUMINUM BROS	ALUMINUM BROS	12-27-45, 1-10-46	SEC	12-1-1936
177	3	ALUMINUM BROS	ALUMINUM BROS	12-27-45, 1-10-46	SEC	12-1-1936
178	3	ALUMINUM BROS	ALUMINUM BROS	12-27-45, 1-10-46	SEC	12-1-1936
179	3	ALUMINUM BROS	ALUMINUM BROS	12-27-45, 1-10-46	SEC	12-1-1936
180	3	ALUMINUM BROS	ALUMINUM BROS	12-27-45, 1-10-46	SEC	12-1-1936
COMMERCE FILES						
181	3	ALUMINUM BROS	ALUMINUM BROS	12-27-45, 1-10-46	SEC	12-1-1936
182	3	ALUMINUM BROS	ALUMINUM BROS	12-27-45, 1-10-46	SEC	12-1-1936

ALBERT KANG and JIN LIU

PERITZ, PUGH AND PASTALKA

**VALLEY
HOMESTEAD
PROPERTIES, LLC**
Truman Briggs
3113 Locust Hill Blvd #424
N. Little Rock, AR 72116
812-337-1666

**ARCHITECTURAL
CONSORTIUM, LLC**
901 NORTH THIRD STREET,
SUITE 220
MINEAPOLIS, MN 55401
812-436-4050

STÖR
simple. self. storage
9725 S ROBERT TRAIL
INVER GROVE HEIGHTS,
MINNESOTA

ISSUED FOR
CONSTRUCTION
05/23/19

DATE	NAME	SCORE
2011.10.10	王	100
2011.10.11	王	100
2011.10.12	王	100
2011.10.13	王	100
2011.10.14	王	100
2011.10.15	王	100
2011.10.16	王	100
2011.10.17	王	100
2011.10.18	王	100
2011.10.19	王	100
2011.10.20	王	100
2011.10.21	王	100
2011.10.22	王	100
2011.10.23	王	100
2011.10.24	王	100
2011.10.25	王	100
2011.10.26	王	100
2011.10.27	王	100
2011.10.28	王	100
2011.10.29	王	100
2011.10.30	王	100
2011.10.31	王	100

Elan
DESIGN
New Representing 2 Commercial Restaurants • 2 Commercial Offices
101 W 3rd STREET, SUITE 820
MINNEAPOLIS, MN 55401
P 612.382.7707 | www.elandesign.com
F 612.382.7700

John Sathy
 For more information: 0475 2629 2078
 MAILBOX NO. 2028
 0475 2629 2078

OVERALL
LANDSCAPE PLAN
L-100
PROJECT NO.
GHP18001

EXHIBIT E
UNDISTURBED NATURAL AREA/OPEN SPACE EASEMENT AGREEMENT FOR
PROPERTY AT 9725 ROBERT TRAIL SOUTH, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

UNDISTURBED NATURAL AREA/OPEN SPACE
EASEMENT AGREEMENT
FOR PROPERTY AT 9725 ROBERT TRAIL SOUTH, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS UNDISTURBED NATURAL AREA/OPEN SPACE EASEMENT AGREEMENT FOR PROPERTY AT 9725 ROBERT TRAIL SOUTH, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA ("Easement Agreement") is made this 9th day of December, 2019, by and among Valley Homestead Properties, L.L.C., a North Dakota 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 Improvement Agreement.

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

1.3 Grantor. "Grantor" means Valley Homestead Properties, L.L.C., a North Dakota 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 on **Exhibit A** attached hereto.

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 B**.

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:

Valley Homestead Properties LLC
Attention: Brian Briggs
5115 Excelsior Boulevard, Suite 424
St. Louis Park, MN 55416

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 Improvement Agreement. "Improvement Agreement" means that certain Improvement Agreement between City and Grantor dated May 28, 2019, recorded as Dakota County Document No. 3315324.

ARTICLE 2
RECITALS

2.1 Grantor owns the Property and the Undisturbed Natural Area/Open Space.

2.2 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 the Property.

3.2 Grantor has marketable fee title to the Property.

3.3 Grantor is the fee title owner of the Undisturbed Natural Area/Open Space.

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 water, sanitary sewer, storm water, and other utilities as may be described and depicted in the Development Plans in the Improvement Agreement and except as otherwise stated in this Easement Agreement, the following terms, conditions, covenants and restrictions apply to the Undisturbed Natural Area/Open Space and Grantor shall comply with the following terms, conditions and covenants:

- 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 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. Notwithstanding the foregoing, the Grantor may operate machinery and drive over portions of the Undisturbed Natural Area/Open Space to the extent necessary to maintain the trees and the pond.
- 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 or 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.) Grantor shall not use the Undisturbed Natural Area/Open Space to pile or to store or to dump snow.
- i.) Grantor shall not allow or permit its employees or those entities under its control to violate the restrictions and prohibitions set forth herein.

4.5 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.

4.6 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 and downed trees and dead 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.

4.7 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.

4.8 Obligation for Tree Planting in the Undisturbed Natural Area/Open Space. Prior to July 1, 2020, Grantor shall plant 30 trees in the Undisturbed Natural Area/Open Space. The 30 trees shall be of the following types and species and heights at the following locations:

- 1 Apollo Sugar Maple tree, 10-12' tall, West of the pond
- 9 Scotch Pine trees, 8' tall, South and West of the pond
- 1 Princeton Gold Norway Maple tree, 10-12' tall, West of the pond
- 9 Red Pine trees, 8' tall, South and West of the pond
- 5 River Birch trees, 10-12' tall, North of the pond
- 3 Autumn Blaze Maple trees, 10-12' tall, North of the pond
- 2 Sienna Glen Maple trees, 10-12' tall, North of the pond

The Grantor shall not remove the trees unless they become afflicted with a disease or die. The Grantor is obligated to replace any dead or diseased tree with a healthy tree of the same size, type, species and location as originally planted under this Easement Agreement unless the City in writing otherwise waives this requirement. The parties understand and agree that it is the intention of the parties to keep in place tree screening as a permanent form of screening on the Property.

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 is completed 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 determined by the City Engineer. 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 Undisturbed Natural Area/Open Space for the purpose of performing the maintenance obligations described herein relating to the Undisturbed 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 Undisturbed 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 fails 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 Property; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges. The Grantor hereby further 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 Property. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges 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.

ARTICLE 9 **MISCELLANEOUS**

9.1 Recording of Easement Agreement. This Easement Agreement shall be filed, at the City'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 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.

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 9th day of December, 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:
VALLEY HOMESTEAD PROPERTIES, L.L.C.**

By: _____
Brian Briggs
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared Brian Briggs, to me personally known, who being by me duly sworn, did say that he is the President of Valley Homestead Properties, L.L.C., a North Dakota limited liability company, and that the foregoing instrument was executed on behalf of Valley Homestead Properties, L.L.C. by authority of the Boards of Governors of said limited liability company.

Notary Public

This Instrument Was Drafted By:

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

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

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

That part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota lying Northerly of the Northerly right-of-way line of Minnesota State Trunk Highway No. 3 and Westerly of the Westerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company;

EXCEPT that part thereof included within the North 417.42 feet of the East 417.42 feet of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Nineteen (19), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota, as measured along the North and East lines thereof, and

EXCEPT that part described as follows: Commencing at the Northwest corner of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence South 0°01'18" East (assumed bearing) a distance of 700 feet along the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4) to the point of beginning of the parcel to be described; thence North 89°58'42" East a distance of 500 feet; thence South 0°01'18" East a distance of 343.44 feet, more or less, to the Northerly right-of-way line of State Trunk Highway No. 3; thence Southwesterly along said right-of-way line 604.14 feet, more or less, to its intersection with the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4); thence Northerly along said West line 666.87 feet, more or less, to the point of beginning, according to the Government Survey thereof, located in Dakota County, Minnesota.

Property is Abstract.

EXHIBIT B
UNDISTURBED NATURAL AREA/OPEN SPACE EASEMENT
LEGAL DESCRIPTION

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

Exhibit B will be distributed
on December 9, 2019

EXHIBIT B (Continued)
UNDISTURBED NATURAL AREA/OPEN SPACE EASEMENT
DEPICTION

Exhibit B will be distributed on
December 9, 2019

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution to Adopt the 2020 Fee Schedule

Meeting Date: December 9, 2019

Item Type: Regular

Contact: 651-450-2464

Prepared by: Michelle Calvert

Reviewed by: Department Heads and Supervisors

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider approval of the attached resolution and fee schedule, setting forth license and permit fees and administrative service fees for the 2020 Fee Schedule.

SUMMARY: Staff annually submits recommendations to City Council on various license fees, administrative service fees and permit fees. The recommendations are based on an internal review of actual costs and a comparative analysis of what other metro area cities are charging for similar products and services.

Increases to fees have been made to accommodate changes as needed to meet expenses for Amendments made to the Liquor and Massage Therapy ordinances. For example, background checks, alcohol server compliance checks, and massage therapy business inspections have all been added or enhanced, to provide greater scrutiny to ensure public safety. The costs to provide these services must be absorbed by the applicants.

Other minor increases to some fees have been made to accommodate normal increases to expenses for providing services. For example, the costs to provide copies has increased after remaining constant for several years.

A side-by-side comparison to 2019 fees (**Exhibit A**) is attached with changes highlighted in yellow, and the proposed 2020 Fee Schedule (**Exhibit B**) is attached in its entirety.

RECOMMENDATION: Staff recommends approval of the attached resolution and the proposed 2020 Fee Schedule.

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

RESOLUTION NO. _____

**RESOLUTION ESTABLISHING 2020 LICENSE, PERMIT AND ADMINISTRATIVE
FEE SCHEDULE**

WHEREAS, The Inver Grove Heights City Council recognizes the need to review the fees charged by the City for licenses, administrative services and permits on an annual basis, and

WHEREAS, any changes to these fees shall be set by resolution by the City Council of the City of Inver Grove Heights City Code;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights, Minnesota, approves the attached 2020 Fee Schedule. Said schedule shall be effective January 1, 2020.

Adopted by the City Council of Inver Grove Heights this 9th day of December 2019.

Ayes: _____

Nays: _____

George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator/Deputy City Clerk

Exhibit A

City of Inver Grove Heights

2020 Fee Schedule with Side-By-Side 2019 Comparison

Format of the Fee Schedule has changed; each department starts on its own page,
and has a header with a description below that header.
An example of what those headers look like is below this statement.

City Department					
Type of License/Fee or Item Description	Code Section (if applicable)	Expiration (if applicable)	2020 Fee	Expiration (if applicable)	2019 Fee
The following pages show the proposed 2020 Fee Schedule by City Department, with a side-by-side comparison to 2019; the 2019 fees are indicated in the columns on the right hand side of the page.				See 2019 Fees in these two columns.	
Changes made to fees from 2019 to 2020 are highlighted in yellow like this row .					



Administration					
Type of License/Fee or Item Description	Code Section (if applicable)	Expiration (if applicable)	2020 Fee	Expiration (if applicable)	2019 Fee
General Fees for Services					
Copies 8x11.5 or less (per page) - Black & White = \$0.15/pg; Color = \$0.30/pg.	N/A	N/A	Varies	N/A	Varies
Copies 11x17 (per page) - Black & White = \$0.25/pg; Color = \$0.50/pg.	N/A	N/A	Varies	N/A	Varies
Large Format Copies (per page)	N/A	N/A	\$5.00	N/A	\$5.00
City Code Book		N/A	\$200	N/A	\$200
City Council Minutes - Per page cost equivalent to cost of copies (see above)		N/A	Varies	N/A	Varies
City Council Agendas - Per page cost equivalent to cost of copies (see above)		N/A	Varies	N/A	Varies
Notary Fee		N/A	\$5/occurrence	N/A	\$5/occurrence
Service Station License					
Service Station - 1st Pump = \$60 plus \$8 for each add'l pump	4-5B-4	12/31	Varies	12/31	Varies
For Service Stations that sell 3.2 Liquor, add all fees for 3.2 Liquor, as a separate license					
Motor Vehicle Sales License (Background Investigation Is Conducted by the Police Department)					
Motor Vehicle Sales - Class A	4-5A-5	12/31	\$300	12/31	\$300
Motor Vehicle Sales - Class B	4-5A-5	12/31	\$100	12/31	\$100
Miscellaneous Licenses					
Vehicle Junkyard - Pay annual permit fee on January 10	4-5C-4	1/10	\$1,000	1/10	\$1,000
Bowling Alley	4-3-5	12/31	\$50	12/31	\$50
Trash Hauling Licenses					
Garbage Collection - Depends on how many services offered.	8-6-2	12/31	\$200/\$250	12/31	\$200/\$250
Gambling Premises Permit (Background Investigation Is Conducted by the Police Department)					
Gambling Premises Permit	4-7-8	N/A	N/A	N/A	N/A
Kennels Licenses					
Commercial Kennels - All Licenses are for two years, ending February 28.	5-4-9	2/28	\$500	2/28	\$500
Non-Commercial Kennels - All License are for two years, ending February 28.	5-4-9	2/28	\$100	2/28	\$100
Pawnbroker Licenses (Background Investigation Is Conducted by the Police Department)					
Pawnbroker License	4-2-5	12/31	\$8,000	12/31	\$8,000
Reseller Transaction fee	4-2-10	N/A	\$1.50	N/A	\$1.50
Peddler / Solicitor Permits					
Peddler's/Solicitor's License - Good for one year from date of issue	4-11-4	One Year	\$50	One Year	\$50
Peddler's/Solicitor's Background Investigation	4-11-4 /4-11-5	N/A	\$100	N/A	\$100
Body Art and Tattoo Parlor (Background Investigation Is Conducted by the Police Department)					
Body Art and Tattoo Parlor License	4-9-1	12/31	\$100	12/31	\$100
Massage Therapy Licenses (Background Investigation Is Conducted by the Police Department)					
Therapeutic Massage Business License	4-8A-3	12/31	\$200	12/31	\$200
Individual Massage Therapist License	4-8A-3	12/31	\$55	12/31	\$55
Liquor (3.2) Licenses (Background Investigation Is Conducted by the Police Department)					
3.2 On-Sale	4-1-4	12/31	\$350	12/31	\$350
3.2 Off-Sale	4-1-4	12/31	\$100	12/31	\$100
Temporary 3.2 On Sale - Not to exceed 7 Days	4-1-4	7 Days	\$30	7 Days	\$30
Liquor (Intoxicating) Licenses (Background Investigation Is Conducted by the Police Department)					
License Types					
On-Sale (Includes Brew Pub)- Based on Gross Annual Sales:					
\$0-\$250,000	4-1-4	12/31	\$3,500	12/31	\$3,500
\$250,001 - \$500,000	4-1-4	12/31	\$4,500	12/31	\$4,500
\$500,001 - \$1,000,000	4-1-4	12/31	\$7,000	12/31	\$7,000
\$1,000,001 and above	4-1-4	12/31	\$10,000	12/31	\$10,000
Sunday On-Sale (Brew Pub)	4-1-4	12/31	\$200	12/31	\$200
Sunday On-Sale	4-1-4	12/31	\$200	12/31	\$200
On-Sale Wine	4-1-4	12/31	\$650	12/31	\$650
Special Club On-Sale	4-1-4	12/31	\$225	12/31	\$225
Temporary On-Sale - Not to exceed 4 Days	4-1-4	4 Days	\$30	4 Days	\$30
Culinary Class Limited On-Sale	4-1-4	12/31	\$100	12/31	\$100
Off-Sale	4-1-4	12/31	\$200	12/31	\$200
Temporary Off-Sale Wine - Not to exceed 3 Days	4-1-4	3 Days	\$25	3 Days	\$25
Off-Sale Small Brewer	4-1-4	12/31	\$200	12/31	\$200
On-Sale Brew Pub Taproom with no intoxicating on-sale license	4-1-4	12/31	\$500	12/31	\$500
One Day Consumption and Display Permit	4-1-4	1 Day	\$30	1 Day	\$30
Consumption and Display Permit	4-1-4	3/31	\$250	3/31	\$250

Community Development					
Type of License/Fee or Item Description	Code (If applicable)	Expiration Date	2020 Fees	Expiration Date	2019 Fee
Rental License Fees					
Single Family, Condominium Unit, Townhome Unit		2 year license	\$50.00	2 year license	\$50.00
Duplex, Triplex, Fourplex, Apartment Buildings - \$150 per bldg., plus \$15 per unit		2 year license	Varies	2 year license	Varies
Investigation Fee per license		2 year license	\$25.00	2 year license	\$25.00
Building Permit Fees					
Plan Review Fee - 65% of the building permit fee when determined by valuation			Varies		Varies
Decks - Based on valuation plus plan review and State Surcharge			Varies		Varies
Roofing (new and existing homes)			\$105		\$105
Siding (new and existing homes)			\$105		\$105
Garage - Based on valuation plus Plan Review and State Surcharge			Varies		Varies
Porch - Based on valuation plus Plan Review and State Surcharge			Varies		Varies
Moving of Buildings			\$300		\$300
Building Demo - Accessory Structures			\$105		\$105
Building Demo - Single Family Homes			\$105		\$105
Building Demo - Commercial - Based on valuation plus Plan Review and State Surcharge			Varies		Varies
Mobile Home Installation - Based on valuation plus Plan Review and State Surcharge			Varies		Varies
Retaining Walls - Based on valuation plus Plan Review and State Surcharge			Varies		Varies
Above-Ground Swimming Pools (includes fence) - Based on valuation plus Plan Review and State Surcharge			Varies		Varies
In-Ground Swimming Pools - Based on valuation plus Plan Review and State Surcharge			Varies		Varies
Fences (around pools and property)			\$50		\$50
Inspections when no permit is issued			\$105		\$105
Inspections outside of normal business hours when approved by the Director			\$150/hr		\$150/hr
Permit Fees - Plumbing					
Plumbing Single-Family Residential - \$85 Base Fee plus Add \$4 for each fixture			Varies		Varies
Plumbing Commercial/Multi-Family - \$85 Base Fee plus Add 2% of contracted work value in dollars			Varies		Varies
Plumbing Installation or Replacement of Single Fixture			\$85		\$85
Water Heater Replacement			\$55		\$55
Water Softener (New or Replacement)			\$55		\$55
On-Site Septic Systems (includes Site Review)					
Single Family - New & Existing			\$469*	Includes Surcharge	\$535
Commercial systems less than 4,999 gallons/day			\$729*	Includes Surcharge	\$800
Commercial systems more than 5,000 gallons/day			\$1,499*	Includes Surcharge	\$1,605
Sewer and Water Connection Inspection (together or separately)			\$130		\$130
Commercial/Multi-Family Sewer/Water Connection Inspection - \$80 Base Fee plus Add 2% of contracted work value in dollars			Varies		Varies
Tank Replacement			\$260		\$260
<i>*If also installing Building Sewer, add State Surcharge</i>			\$1		\$1
Permit Fees - Mechanical					
Gas Piping and Air Test Only			\$55		\$55
Single Family Residential - New construction			\$105		\$105
Single Family Residential - Furnace Replacement			\$80		\$80
Gas Fireplace or other single gas appliance			\$80		\$80
A/C (new or replacement)			\$80		\$80
Commercial and Multi-Family - \$85 Base Fee plus Add 2% of contracted work value in dollars			Varies		Varies
Permit Fees - Signs and Billboards					
Permanent Business Signs regardless of size			\$40		\$40
Billboards up to 100 square feet in area			\$200		\$200
Billboards over 100 square feet in area			\$300		\$300
Temporary Portable Signs			\$15		\$15
Monument/Pylon Signs - Based on valuation			Varies		Varies
Zoning and Regulations					
Contractor, Trade or Business Permit	4-6-2	12/31	\$50	12/31	\$50
Nuisance Abatement for Mowing			\$70/hr.		\$70/hr.
Comprehensive Guide Plan			\$100		\$100
Construction Plan Sheet (22"x34")			\$20		\$20
Zoning & Related Land Use Regulations			\$75		\$75
Subdivision Code			\$25		\$25
Zoning Letter			\$100		\$100
Sewage Tank Maintenance Permit (Commercial and Residential Operating Permit)			\$35		\$35

Finance					
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration (if applicable)	2020 Fee	Expiration (if applicable)	2019 Fee
Comprehensive Annual Financial Report	N/A	N/A	\$35	N/A	\$35
Proposed Budget	N/A	N/A	\$35	N/A	\$35
Annual Budget	N/A	N/A	\$35	N/A	\$35
Returned Check/ACH/Credit/Debit Card Charge	N/A	N/A	\$30	N/A	\$30
Grove Membership Late Fee - Per Occurrence	N/A	N/A	\$25	N/A	\$25
Fire Department					
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration (if applicable)	2020 Fee	Expiration (if applicable)	2019 Fee
Burning Permits					
Recreational Bonfire			\$15		\$15
Permanent Recreational Fire Ring			\$25		\$25
Fire Code Permit - \$25 each, up to four permits, per Occupant within a business premise			\$25		\$25
Disposal permit for trees, brush, grass and other vegetative matter for the development and maintenance of land and rights-of-way. (\$100 minimum)			\$.50/cubic yard		\$.50/cubic yard
Open Burning Permit as defined by Minnesota Rules related to open burning			\$25		\$25
Ventilation System Cleaning Permit	N/A	N/A	\$75	N/A	\$75
Fire Marshal's Report	N/A	N/A	\$0.25/page	N/A	\$0.25/page
MFIRS Report	N/A	N/A	\$0.25/page	N/A	\$0.25/page
GIS					
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration Date	2020 Fee	Expiration Date	2019 Fee
Fees for Maps are based on size. Custom map sizes available upon request					
Letter (8.5" x 11")	N/A	N/A	\$5	N/A	\$5
Tabloid (11" x 17")	N/A	N/A	\$10	N/A	\$10
C-size (18" x 24")	N/A	N/A	\$15	N/A	\$15
D-size (24" x 36")	N/A	N/A	\$20	N/A	\$20
E-size (36" x 48")	N/A	N/A	\$25	N/A	\$25
Additional Shipping/Handling Fees for map products delivered by mail	N/A	N/A	Varies	N/A	Varies
Mailed in Envelope (large maps folded):					
Letter or Tabloid	N/A	N/A	\$2	N/A	\$1
C (18" x 24") or D (24" x 36") size	N/A	N/A	\$3	N/A	\$2
E-size (36" x 48")	N/A	N/A	\$4	N/A	\$3
Mailed in Tube:					
Letter or Tabloid	N/A	N/A	\$3	N/A	\$2
C-size (18" x 24")	N/A	N/A	\$4	N/A	\$3
D-size (24" x 36")	N/A	N/A	\$5	N/A	\$4
E-size (36" x 48")	N/A	N/A	\$6	N/A	\$5
Other Methods:					
CD Mailed	N/A	N/A	\$2	N/A	\$2
Custom Map Production Using Existing Data	N/A	N/A	Varies	N/A	Varies
<i>Subject to an hourly fee of \$50 (half hour min.) in addition to size-based map fee</i>					
Custom Map Production with Data Development	N/A	N/A	Varies	N/A	Varies
<i>Subject to an hourly fee of \$100 (half hour min.) in addition to size-based map fee</i>					
Electronic Data - <i>Cost provided per request</i>	N/A	N/A	Varies	N/A	Varies
Vector: shapefile or CAD	N/A	N/A	Varies	N/A	Varies
Raster: IMG, TF, SID	N/A	N/A	Varies	N/A	Varies
Graphic Files: JPG, PDF, TIF, AVI	N/A	N/A	Varies	N/A	Varies
GIS Data or Graphic Files	N/A	N/A	Varies	N/A	Varies
Delivery on CD	N/A	N/A	\$10	N/A	\$10
Delivery by email	N/A	N/A	\$5	N/A	\$5

Parks and Recreation				2019	
Type of License/Fee or Item Description	Frequency	Resident Fee	Non Resident Fee	Resident Fee	Non Resident Fee
Parks Usage					
Park Shelters *excl. Swing Bridge Park	5 Hour Block	\$70	\$90	\$70	\$90
Park Shelter * Swing Bridge Park Only	5 Hour Block	\$110	\$110	\$110	\$110
Additional trash barrels/picnic tables	NA	\$32	\$42	\$32	\$42
Outdoor Ice Rink *	Per hour	\$27	\$37	\$27	\$37
Outdoor Ice Rink w/Attendant *	Per hour	\$37	\$47	\$37	\$47
Outdoor Rink Lights	Per hour	\$42	\$62	\$42	\$62
Neighborhood Park/School Athletic Field	Per use	\$40	\$50	\$40	\$50
Tennis Courts (Each Court)	Per Hour	\$7	\$9	\$7	\$9
Rich Valley Baseball Field Game/Practice	Youth	\$85	\$105	\$85	\$105
Rich Valley Baseball Field Game/Practice	Adult	\$100	\$120	\$100	\$120
Rich Valley Softball Field Game/Practice	All Ages	\$65	\$85	\$65	\$85
RichValley/Skyview Soccer Fld Game/Practice	Youth	\$85	\$105	\$85	\$105
RichValley/Skyview Soccer Fld Game/Practice	Adult	\$100	\$120	\$100	\$120
Rich Valley Soccer Game/Practice	1/2 Field	\$55	\$65	\$55	\$65
Rich Valley Lights	Per hour	\$45	\$65	\$45	\$65
Rich Valley Field Tournament Fee - Each Field	Daily	\$190	\$215	\$190	\$215
Rich Valley Tournament Vendor Fee	PerWeekend	\$60	\$115	\$60	\$115
Rich Valley Concession Stand	PerWeekend	\$250	\$250	\$250	\$250
Rich Valley Add'l Mntnc - staff, equipment, supplies - up to 4 Fields	Per hour	\$50	\$60	\$50	\$60
Rich Valley Add'l Mntnc - staff, equipment, supplies - 5 Fields or more	Per hour	\$70	\$80	\$70	\$80
IGH Baseball, Softball & Soccer Association Tournament Fee-Per Field	Per Day	\$95	\$95	\$95	\$95
Local Athletic Assoc. User Fee	Per Player	\$13	\$20	\$13	\$20
Disc Golf Annual Pass	Annual	\$30	\$40	\$30	\$40
Disc Golf Daily Pass	Per Day	\$5	\$5	\$5	\$5
Disc Golf Tournament	Per Day	\$210	\$235	\$210	\$235
Disc Golf Tournament	Per Weekend	\$510	\$535	\$510	\$535
Mountain Bike Course	Per Day	\$510	\$535	\$510	\$535
Community Garden Plot	Per Garden	\$30	\$30	\$30	\$30
Dog Park (Dog 1)	Annual	\$20	\$30	\$20	\$30
Dog Park (Dog 2)	Annual	\$15	\$25	\$15	\$25
Dog Park Lost Pass Replacement	Each Time	\$5	\$5	\$5	\$5
Pickleball Court Fees (per court)	Per Hour	\$7	\$9	\$7	\$9
Pickleball Tournament (all courts)	Per Hour	\$100	\$120	\$100	\$120
*Requires damage deposit •All fees include tax. •Manager has discretion to negotiate off-peak time usage rates.					
Parks and Recreation				2019	
Type of License/Fee or Item Description	Frequency	Resident Fee	Non Resident Fee	Resident Fee	Non Resident Fee
VMCC/Grove Usage					
National Guard Room A, B, C	Per Hour	\$37	\$47	\$37	\$47
Community Room 1, 2, 3	Per Hour	\$42	\$52	\$42	\$52
Community Room Kitchen	Per Day	\$25	\$25	\$25	\$25
PA System	Per Day	\$25	\$25	\$25	\$25
Screen/Projector	Per Day	\$15	\$15	\$15	\$15
TV/DVD	Per Day	\$25	\$25	\$25	\$25
Room Rental Attendant	Per Hour	\$35	\$35	\$35	\$35
Gymnasium – Athletic	Per Hour	\$69	\$79	\$69	\$79
1/2 Gymnasium – Athletic	Per Hour	N/A	N/A	\$39	\$49
Gymnasium – Weekday (M-F)	Per Hour	\$90	\$100	\$90	\$100
Gymnasium – Wedding Package (0-300 ppl)	Per Day	\$900	\$1,300	\$900	\$1,300
National Guard Gym Kitchen	Per Day	\$90	\$90	\$90	\$90
Alcohol	Flat fee	\$50	\$50	\$50	\$50
West Rink-Turf	Per Hour	\$90	\$100	\$90	\$100
Childcare Drop-In Rate (non-member) - Per Child	Per Hour	\$3.50	\$3.50	\$3.50	\$3.50
Childcare Employee Rate - Per Child	Per Hour	\$1	\$1	\$1	\$1
Membership – Single Enrollment Fee	One-Time	\$49	\$59	\$49	\$59
Membership – Dual Enrollment Fee	One-Time	\$49	\$59	\$49	\$59
Membership – Household Enrollment Fee	One-Time	\$49	\$59	\$49	\$59
Membership – Senior (60+)	Annual	\$468	\$468	\$459	\$459
Membership – Single	Annual	\$604	\$604	\$592	\$592
Membership – Dual	Annual	\$812	\$812	\$796	\$796
Membership – Household (up to 6)	Annual	\$936	\$936	\$918	\$918
Membership – PCA added to household	Annual	\$208	\$208	\$204	\$204
Membership – Senior (60+)	Monthly	\$46	\$46	\$45	\$45
Membership – Single	Monthly	\$59	\$59	\$58	\$58
Membership – Dual	Monthly	\$80	\$80	\$78	\$78
Membership – Household (up to 6)	Monthly	\$92	\$92	\$90	\$90
Membership – PCA added to household	Monthly	\$18	\$18	\$17	\$17
City Emp. Membership – Senior (60+)	Monthly	\$38	\$38	\$37	\$37
City Emp. Membership – Single	Monthly	\$48	\$48	\$47	\$47
City Emp. Membership – Dual	Monthly	\$69	\$69	\$67	\$67
City Emp. Membership – Household	Monthly	\$79	\$79	\$77	\$77
Corporate Membership – Senior	Monthly	\$42	\$42	\$41	\$41
Corporate Membership – Single	Monthly	\$54	\$54	\$53	\$53
Corporate Membership - Dual	Monthly	\$73	\$73	\$71	\$71
Corporate Membership - Household	Monthly	\$84	\$84	\$82	\$82

Parks and Recreation				2019	
Type of License/Fee or Item Description	Frequency	Resident Fee	Non Resident Fee	Resident Fee	Non Resident Fee
VMCC/Grove Usage, continued					
Military Active - Single	Monthly	\$48	\$48	\$47	\$47
Military Active – Senior	Monthly	\$48	\$38	\$37	\$37
Military Active – Dual	Monthly	\$69	\$69	\$67	\$67
Military Active – Household	Monthly	\$79	\$79	\$77	\$77
Military Vet – Senior-change to military rate	Monthly	\$38	\$38	\$37	\$37
Military Vet – Single-change to military rate	Monthly	\$48	\$48	\$47	\$47
Military Vet – Dual-change to military rate	Monthly	\$69	\$69	\$67	\$67
Military Vet – Household-change to military rate	Monthly	\$79	\$79	\$77	\$77
1 month Fee-Single	Monthly	\$67	\$67	\$65	\$65
1 month Fee-Household	Monthly	\$102	\$102	\$100	\$100
Daily Admission after 5:30pm (waterpark)	Daily	\$6	\$6	\$6	\$6
Daily Admission before Noon (waterpark/features off)	Daily	\$3	\$3	\$3	\$3
Daily Admission after 8 pm	Daily	\$6	\$6	\$6	\$6
Daily Admission – Youth (1-9-year-old)	Daily	\$6	\$6	\$6	\$6
Daily Admission – Adult/Senior (Ages 10+)	Daily	\$9	\$9	\$9	\$9
Daily Admission – Observer	Daily	\$7	\$7	\$5	\$5
10-time Pass – Youth/Senior	10 Visits	\$80	\$80	\$75	\$75
10-time Pass – Adult	10 Visits	\$85	\$85	\$80	\$80
ATM Transaction Fee	Each Time	\$3	\$3	\$3	\$3
Open Gym	Daily	\$4	\$6	\$3	\$5
Open Gym – Members	Daily	Free	Free	Free	Free
Open Pickleball-Members	Daily	Free	Free	Free	Free
Open Pickleball-Non-Members	Daily	\$5	\$5	\$3	\$3
Open Pickleball-Non-Members	10 Visits	\$40	\$40	\$25	\$25
Fitness Studio Rental	Per Hour	\$55	\$60	\$55	\$60
Fitness TRX Room Rental	Per Hour	\$40	\$50	\$40	\$50
Open Skate – adults (18 & older)	Daily	\$5	\$5	\$5	\$5
Open Skate – children (17 & under)	Daily	\$4	\$4	\$4	\$4
Open Skate – Members	Daily	Free	Free	Free	Free
10-time Pass (Open Skate 18 & Older)	10 Visits	\$45	\$45	\$45	\$45
10-time Pass (Open Skate 17 & Under)	10 Visits	\$36	\$36	\$36	\$36
10-time Pass (Open Hockey)	10 Visits	\$54	\$54	\$54	\$54
Daily Admission-Open Freestyle	Daily	\$10	\$10	\$8	\$8
10-time Pass-Open Freestyle	10 Visits	\$70	\$70	\$70	\$70
Skate Rental	Daily	\$2	\$2	\$2	\$2
Open Hockey	Daily	\$6	\$6	\$6	\$6
Shower Rental	Daily	\$5	\$5	\$5	\$5
Towel Rental	Daily	\$1	\$1	\$1	\$1
Locker Rental (small)	Annual	\$100	\$100	\$100	\$100
Locker Rental (large)	Annual	\$200	\$200	\$200	\$200
Locker Rental (small)	Monthly	\$11	\$11	\$11	\$11
Locker Rental (large)	Monthly	\$22	\$22	\$22	\$22
Birthday Party Rental-Friday	Per use	\$195	\$195	\$195	\$195
Birthday Party Rental-Wknd Up to 16 ppl	Per Use	\$225	\$225	\$225	\$225
Birthday Party Rental-Wknd up to 30 ppl	Per Use	\$300	\$300	\$300	\$300
Skating Birthday Party Rental- up to 16 ppl	Per Use	\$195	\$195	\$195	\$195
Individual Lane Line	Per Hour	\$15	\$15	\$15	\$15
Leisure Pool	Per Hour	\$495	\$495	\$495	\$495
Lap Pool	Per Hour	\$125	\$125	\$125	\$125
Diving Well	Per Hour	\$90	\$90	\$90	\$90
Swim Event (Lap and Diving)	Per Hour	\$170.50	\$170.50	\$170.50	\$170.50
Simley High School -Indiv Lane	Per Hour	\$7.50	\$7.50	\$6.25	\$6.25
Simley High School-Lap Pool	Per Hour	\$49.50	\$49.50	\$49.50	\$49.50
Simley High School-Diving Well	Per Hour	\$40.75	\$40.75	\$35.75	\$35.75
Simley High School- Swim Event	Per Hour	\$73.75	\$73.75	\$68.75	\$68.75
• VMCC membership fees will be effective on June 1, 2020 • All month-to-month members can receive a 15% discount off 12 months paid in full (fee listed reflects discount) • All fees include tax • Pool rentals includes lifeguard fee(s) • Swim Event rental does not include lifeguard fee(s) • Employee membership rates are also available to City Council members and active Commission members. • Manager has discretion to negotiate off-peak time usage rates for swimming pools. • Seasonal staff working at the VMCC are afforded free use of the facility during their employment-this does not include their spouse or family members.					
VMCC ARENA ICE TIME					
October 1, 2019 – March 12, 2020				2019	
Days and Time of Day	Designation	Mon - Fri	Sat - Sun	Mon - Fri	Sat - Sun
Monday - Friday 3 PM – 9:59 PM	Prime	\$215		\$215	
Monday - Friday Before 3 PM and after 10 PM	Non Prime	\$145		\$145	
Saturday and Sunday 7 AM – 8:59 PM	Prime		\$215		\$215
Saturday and Sunday Before 7 AM and after 9 PM	Non Prime		\$145		\$145
March 13, 2020 – September 30, 2020				2019	
Days and Time of Day	Designation	Mon - Fri	Sat - Sun	Mon - Fri	Sat - Sun
Monday - Friday 5 PM – 8:59 PM	Prime	\$155		\$155	
Monday - Friday Before 5 PM and after 9 PM	Non Prime	\$140		\$140	
Saturday and Sunday 9 AM – 7:59 PM	Prime		\$155		\$155
Saturday and Sunday Before 9 AM and after 8 PM	Non Prime		\$140		\$140
• * - Certain restrictions apply to availability, reservations, and terms of usage. • Fees do not include tax • Manager has discretion to negotiate early and late ice time rates					

Parks and Recreation				2019	
Type of License/Fee or Item Description	Frequency	Resident Fee	Non Resident Fee	Resident Fee	Non Resident Fee
Inver Wood Golf Course					
Annual - Platinum Memberships				2019	
Season Pass - Adult Single Ages 19 - 59	Annual	\$2,499	\$2,499	\$2,499	\$2,499
Season Pass - Adult Couple Ages 19 - 59 (Same Household)	Annual	\$3,699	\$3,699	\$3,699	\$3,699
Season Pass - Additional Dependent(Family 18 and under)	Annual	\$250	\$250	\$250	\$250
<i>Platinum Membership Includes Greens Fees, Range Balls, Golf Car, Play any day, any time, includes holidays.</i>					
Annual - Regular Memberships				2019	
Season Pass - Adult Single Ages 19 - 59	Annual	\$1,300	\$1,300	\$1,300	\$1,300
Season Pass - Adult Couple Ages 19 - 59	Annual	\$2,300	\$2,300	\$2,300	\$2,300
Season Pass - Senior Single Age 60 and Over	Annual	\$1,000	\$1,000	\$1,000	\$1,000
Season Pass - Junior Age 18 and Under	Annual	\$600	\$600	\$600	\$600
<i>Regular Membership Includes Greens Fees only. Play any day, any time, includes holidays.</i>					
Annual - Restricted Memberships				2019	
Season Pass - Adult Single Ages 19 - 59	Annual	\$900	\$900	\$900	\$900
Season Pass - Adult Couple Ages 19 - 59	Annual	\$1,500	\$1,500	\$1,500	\$1,500
Season Pass - Additional Dependent (Family 18 and under)	Annual	\$200	\$200	\$200	\$200
<i>Restricted Membership Includes Greens Fees only. Good for Play Monday - Thursday, Holidays NOT included.</i>					
Pull-Cart Rental				2019	
Pull Cart Rental	Per Round	\$3.50	\$3.50	\$3.50	\$3.50
Golf Car Rental (Must have a valid driver's license)				2019	
Golf Car - 18 Holes - Adult Age 19 - 59	Per Round	\$20	\$20	\$20	\$20
Golf Car - 18 Holes - Senior Age 60 and Over	Per Round	\$15	\$15	\$15	\$15
Golf Car - 9 Holes - Adult Age 19 - 59	Per Round	\$13	\$13	\$13	\$13
Golf Car - 9 Holes - Senior Age 60 and Over	Per Round	\$11	\$11	\$11	\$11
Golf Car - Executive Course - Adult Age 19 - 59	Per Round	\$7.50	\$7.50	\$7.50	\$7.50
Golf Car - Executive - Senior Age 60 and Over	Per Round	\$7	\$7	\$7	\$7
Twilight Golf Car - Adult Age 19 - 59	Per Round	\$15.50	\$15.50	\$15.50	\$15.50
Twilight Golf Car - Senior Age 60 and Over	Per Round	\$12	\$12	\$12	\$12
Twilight Golf Car -Executive	Per Round	\$7	\$7	\$7	\$7
Driving Range				2019	
Driving Range Balls-Large Bucket	Per Bucket	\$12	\$12	\$12	\$12
Driving Range Balls-Medium Bucket	Per Bucket	\$9	\$9	\$9	\$9
Driving Range Balls-Small Bucket	Per Bucket	\$6	\$6	\$6	\$6
Driving Range Balls-All Day Per Person	Unlimited	\$14	\$14	\$14	\$14
Foot Golf				2019	
Foot Golf - Adult Age 19 - 59	Per Round	\$12	\$12	\$12	\$12
Foot Golf - Youth	Per Round	\$10	\$10	\$10	\$10
Foot Golf - Ball Rental	Per Round	\$3	\$3	\$3	\$3
Player's Card (Formerly called Patron Card)				2019	
Player's Card - See Discounts in Green Fees	Per Season	\$90	\$110	\$90	\$110
Daily Greens Fees Monday - Thursday, 7 AM to 5 PM; Friday 7 AM to 12 NOON; Saturday - Sunday 12 NOON - 5 PM				2019	
18 Holes Greens Fees Adult Age 19 - 59	Per Round	\$36	\$36	\$35	\$35
18 Holes Greens Fees Senior Age 60and Over/ Junior Age 18 and Under	Per Round	\$26	\$26	\$25	\$25
18 Holes - Player's Card Fee	Per Round	\$31	\$31	\$30	\$30
9 Holes Greens Fees Adult Age 19 - 59	Per Round	\$20	\$20	\$19.50	\$19.50
9 Holes Greens Fees Senior Age 60 and Over/ Junior Age 18 and Under	Per Round	\$14.50	\$14.50	\$14.50	\$14.50
9 Holes - Player's Card Fee	Per Round	\$18	\$18	\$17.50	\$17.50
9 Holes Greens Fees - Executive Course Adult Age 19 - 59	Per Round	\$15.50	\$15.50	\$15.50	\$15.50
9 Holes Greens Fees - Executive Course Senior Age 60 and Over/ Junior Age 18 and Under	Per Round	\$11	\$11	\$11	\$11
9 Holes Greens Fees - Executive Course Player's Card Fee	Per Round	\$12.50	\$12.50	\$12.50	\$12.50
Daily Greens Fees Friday 12 NOON - 5 PM, Saturday - Sunday 6 AM to 12 NOON				2019	
18 Holes Greens Fees Adult Age 19 - 59	Per Round	\$43	\$43	\$43	\$43
18 Holes Greens Fees Senior Age 60 and Over/ Junior Age 18 and Under	Per Round	\$32.50	\$32.50	\$32.50	\$32.50
18 Holes Greens Fees - Player's Card Fee	Per Round	\$36	\$36	\$36	\$36
9 Holes Greens Fees Adult Age 19 - 59	Per Round	\$29	\$29	\$29	\$29
9 Holes Greens Fees Senior Age 60 and Over/ Junior Age 18 and Under	Per Round	\$20	\$20	\$20	\$20
9 Holes Greens Fees - Player's Card Fee	Per Round	\$20	\$20	\$20	\$20
9 Holes Greens Fees - Executive Course Adult Age 19 - 59	Per Round	\$18.50	\$18.50	\$18.50	\$18.50
9 Holes Greens Fees - Executive Course Senior Age 60 and Over/ Junior Age 18 and Under	Per Round	\$11.50	\$11.50	\$11.50	\$11.50
9 Holes Greens Fees - Executive Course Player's Card Fee	Per Round	\$15.50	\$15.50	\$15.50	\$15.50
Daily Greens Fees EVERYDAY, 5 PM to Close - "Twilight" Play				2019	
18 Holes Greens Fees Adult Age 19 - 59	Per Round	\$28	\$28	\$27	\$27
18 Holes Greens Fees Senior Age 60and Over/ Junior Age 18 and Under	Per Round	\$18.50	\$18.50	\$18	\$18
9 Holes Greens Fees Adult Age 19 - 59	Per Round	\$20	\$20	\$20	\$20
9 Holes Greens Fees Senior Age 60and Over/ Junior Age 18 and Under	Per Round	\$14.50	\$14.50	\$14.50	\$14.50
Twilight Player's Card Fee	Per Round	\$22	\$22	\$21.50	\$21.50

Police Department					
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration (if applicable)	2020 Fee	Expiration (if applicable)	2019 Fee
General Fees for Services					
Inv. For DCSS Foster Care/Day Care		N/A	\$10	N/A	\$5
Clearance Letter for Records Check		N/A	\$20	N/A	\$15
All other Police reports/Data/Accident Reports (No charge to victim of domestic assault)		N/A	\$0.15/page	N/A	\$0.10/page
Requests of 100 or more pages will be based on the actual cost of retrieving the data					
Body/Squad Camera Video - Disc/Jump Drive			\$25		\$25
APS Transaction Fee		N/A	\$1.50	N/A	\$1.90
Pound Redemption Fees (Animal Control)		N/A	\$35	N/A	\$35
Dog Found Unvaccinated	5-4-3	N/A	misdemeanor	N/A	misdemeanor
Reseller (Pawn etc.) Transaction fee	4-2-10		\$1.50		\$1.50
Police Officer and Squad Car Off-Duty Charge (Within City Limits)		N/A	\$70/hr.	N/A	\$90/hr.
Police Officer and Squad Car Off-Duty Charge (Outside City Limits, With Signed Contract)		N/A	\$75/hr.	N/A	\$90/hr.
Photographs - Printed or Digital					
1-10 photos			\$10		\$10
11-25 photos			\$25		\$25
26-40 photos			\$40		\$40
41+ photos			\$50		\$50
CD/DVD		N/A	\$20	N/A	\$20
Excessive Consumption of City Services					
Excess code inspections (4 or more)	4-15-1	N/A	\$250	N/A	\$250
Excess police/nuisance calls	4-15-1	N/A	\$250	N/A	\$250
Large Assemblies					
Initial Application (Rates increase based on City services for the event, up to \$5,000.)	4-14-1	N/A	\$250	N/A	\$250
Court-Ordered Firearm Seizures/Surrenders					
Court-Ordered Firearm Seizures/Surrenders	N/A	N/A	No Cost	N/A	No Cost
Volunteer Surrender of Firearm by Civil Order					
Intake Fee			\$50		\$50
Storage of Firearm			\$0.50/day		\$0.50/day
Firearm Release Fee			\$50		\$50
Abandoned Firearm - Proceeds of sale, less actual disposal fees, returned to owner. If owner cannot be contacted remainder goes into the General Fund			Revenue minus Costs		Revenue minus Costs
Dangerous Dogs					
Potentially Dangerous Dog Registration	5-4-6	One Year	\$150	One Year	\$150
Dangerous Dog Registration	5-4-6	One Year	\$300	One Year	\$300
Dangerous Dog Yard Sign (Required)			\$8		\$8
Dangerous Dog Tag (Required)			\$2		\$2
Appeal Fees for Dangerous & Potentially Dangerous Dog Declarations	5-4-6	N/A	\$200	N/A	\$200
False Alarm Response Fees					
1st False Alarm: Letter sent to home/business owner			Warning		Warning
2nd False Alarm: Letter sent to home/business owner			Warning		Warning
3rd False Alarm:			\$100		\$100
4th False Alarm:			\$200		\$200
5th False Alarm:			\$300		\$300
Initial Massage Therapy Licenses Background Investigations					
Initial Therapeutic Massage Business (Investigation Includes 1 Therapist)	4-8A-4	N/A	\$500	N/A	\$500
Initial Therapeutic Massage Individual Therapist			\$175		\$175
Out-of-State Background Investigation (last 5 years of residence) - Varies by State			Varies		Varies
Annual Massage Therapy Licenses Background Investigations (Renewals)					
Annual Background Investigation - Massage Business Renewal (Includes Annual Site inspection)			\$200		\$50
Annual Background Investigation - Individual Therapist (Renewal)			\$50		\$50
Initial Liquor License and Pawnshop Background Investigations					
Single, Natural Person	4-1-9		\$250		\$250
Club	4-1-9		\$325		\$325
Partnership (2 Partners)	4-1-9		\$400		\$400
Corporation/LLC					
2 Partners or Officers	4-1-9		\$400		\$400
3 - 5 Partners or Officers	4-1-9		\$500		\$500
6 Partners or Officers	4-1-9		\$600		\$500
7 Partners or Officers	4-1-9		\$700		\$500
8 Partners or Officers	4-1-9		\$800		\$500
9 Partners or Officers	4-1-9		\$900		\$500
10 or More Partners or Officers	4-1-9		\$1,000		\$500
Out-of-State Background Investigation (last 5 years of residence) - Varies by State		N/A	Varies	N/A	Varies
Annual Background Investigation Liquor and Pawnshop Licenses (Renewals)					
Includes Compliance Checks (Each Business)		12/31	\$125	12/31	\$125
Other Background Investigations - Liquor and Pawnshop Licenses					
Change of Ownership, Officers or Operating/General Manager (Each Individual Person)		12/31	\$250	12/31	\$250
Out-of-State Background Investigation (last 5 years of residence) - Varies by State		12/31	Varies	12/31	Varies
Motor Vehicle Background Investigations					
Initial Motor Vehicle Background Investigation (Each Individual Person)			\$300		\$300
Renewal Motor Vehicle Background Investigations			\$125		\$125
Gambling Premises Permit Background Investigations					
Initial Gambling Premises Permit Background Investigation	4-7-8	N/A	\$250	N/A	\$250
Body Art and Tattoo Parlor Background Investigations					
Initial Body Art and Tattoo Parlor Background Investigation	4-9-1		\$500 initial		\$500 initial
Renewal Background Investigation Body Art and Tattoo Parlor License	4-9-1		\$50		\$50
Out-of-State Background Investigation (last 5 years of residence) - Varies by State	4-9-1		Varies		Varies

Public Works					
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration (if applicable)	2020 Fee	Expiration (if applicable)	2019 Fee
Land Alteration Permit (Plan Checking)					
0 up to 30 cubic yards	N/A	N/A	No fee	N/A	No fee
30 up to 500 cubic yards. Base Fee of \$25 plus add \$0.25 per cubic yard.	N/A	N/A	Varies	N/A	Varies
500 up to 10,000 cubic yards. Base Fee of \$150 plus add \$0.03 per cubic yard.	N/A	N/A	Varies	N/A	Varies
10,000 up to 100,000 cubic yards. Base Fee of \$950 plus add \$0.005 per cubic yard.	N/A	N/A	Varies	N/A	Varies
100,000 cubic yards or more. Base Fee of \$1,150 plus add \$0.003 per cubic yard.	N/A	N/A	Varies	N/A	Varies
Land Alteration Permit (Grading Inspection)					
0 up to 30 cubic yards	N/A	N/A	No Fee	N/A	No Fee
30 up to 500 cubic yards. Base Fee of \$25 plus add \$0.25 per cubic yard.	N/A	N/A	Varies	N/A	Varies
500 up to 10,000 cubic yards. Base Fee of \$150 plus add \$0.02 per cubic yard.	N/A	N/A	Varies	N/A	Varies
10,000 up to 100,000 cubic yards. Base Fee of \$550 plus add \$0.005 per cubic yard.	N/A	N/A	Varies	N/A	Varies
100,000 cubic yards or more. Base Fee of \$800 plus add \$0.003 per cubic yard.	N/A	N/A	Varies	N/A	Varies
All land alteration permits require a surety, based on the area disturbed, to guarantee final restoration					
Annual Renewal	N/A	Annually	\$75	Annually	\$75
Meter Testing					
5/8" meter	N/A	N/A	\$135	N/A	\$135
3/4 " meter	N/A	N/A	\$135	N/A	\$135
1" meter	N/A	N/A	\$135	N/A	\$135
1.5" meter	N/A	N/A	\$165	N/A	\$165
2" meter	N/A	N/A	\$165	N/A	\$165
Compound Meter	N/A	N/A	\$350	N/A	\$350
Water Shut-Offs and Turn-Ons	N/A	N/A	\$25	N/A	\$25
Miscellaneous					
Assessment Search	N/A	N/A	\$15	N/A	\$15
Capital Improvement Plan	N/A	N/A	\$25	N/A	\$25
Water Resources Management Plan	N/A	N/A	\$290	N/A	\$290
Right-of-Way (Street Opening) Permit	N/A	N/A	\$75	N/A	\$75
<i>Surety may be required to ensure that the street is properly restored.</i>					
Overweight Load Permit	N/A	N/A	\$50 per load	N/A	\$50 per load
Driveway Permit	N/A	N/A	\$25	N/A	\$25
Erosion Control Tracking					
Single Family Home			\$50		\$50
Multi Family or other Large Building			\$89		\$89
Hydrant Meters					
Hydrant, Meter, or Valve Damage Deposit	N/A	N/A	\$1,500	N/A	\$1,500
Daily hydrant/meter rental fee. Base Fee of \$2 per day plus cost of water used.	N/A	N/A	Varies	N/A	Varies
Small Wireless Facility Row Permit					
Up to five (5) small wireless facilities	N/A	N/A	\$500	N/A	N/A
Each additional small wireless facility, maximum of ten additional per application.	N/A	N/A	\$100/each	N/A	N/A
Permit Surety Escrow Fee paid by Tenant prior to approval of Row Permit	N/A	N/A	\$2,500	N/A	N/A
Small Wireless Facility Annual Rental per Wireless Support Structure	N/A	Annually	\$175	N/A	N/A
Small Wireless Facility Electrical Fee					
A. Per radio node less than or equal to 100 maximum watts	N/A	Annually	\$876	N/A	N/A
B. Per radio node over 100 maximum watts	N/A	Annually	\$2,184	N/A	N/A
C. Per radio node if the actual costs exceed the amount in item A. or B. above	N/A	Annually	Actual Cost	N/A	N/A
D. As agreed to by Tenant and the City	N/A	Annually	Actual Cost	N/A	N/A

Exhibit B

City of Inver Grove Heights 2020 Proposed Fee Schedule



Administration			
Type of License/Fee or Item Description	Code Section (if applicable)	Expiration (if applicable)	2020 Fee
General Fees for Services			
Copies 8x11.5 or less (per page) - Black & White = \$0.15/pg; Color = \$0.30/pg.	N/A	N/A	Varies
Copies 11x17 (per page) - Black & White = \$0.25/pg; Color = \$0.50/pg.	N/A	N/A	Varies
Large Format Copies (per page)	N/A	N/A	\$5.00
City Code Book	N/A	N/A	\$200
City Council Minutes - Per page cost equivalent to cost of copies (see above)	N/A	N/A	Varies
City Council Agendas - Per page cost equivalent to cost of copies (see above)	N/A	N/A	Varies
Notary Fee	N/A	N/A	\$5/occurrence
Service Station License			
Service Station - 1st Pump = \$60 plus \$8 for each add'l pump	4-5B-4	12/31	Varies
<i>For Service Stations that sell 3.2 Liquor, add all fees for 3.2 Liquor, as a separate license</i>			
Motor Vehicle Sales License (Background Investigation Is Conducted by the Police Department)			
Motor Vehicle Sales - Class A	4-5A-5	12/31	\$300
Motor Vehicle Sales - Class B	4-5A-5	12/31	\$100
Miscellaneous Licenses			
Vehicle Junkyard - Pay annual permit fee on January 10	4-5C-4	1/10	\$1,000
Bowling Alley	4-3-5	12/31	\$50
Trash Hauling Licenses			
Garbage Collection - Depends on how many services offered.	8-6-2	12/31	\$200/\$250
Gambling Premises Permit (Background Investigation Is Conducted by the Police Department)			
Gambling Premises Permit	4-7-8	N/A	N/A
Kennels Licenses			
Commercial Kennels - All Licenses are for two years, ending February 28.	5-4-9	2/28	\$500
Non-Commercial Kennels - All License are for two years, ending February 28.	5-4-9	2/28	\$100
Pawnbroker Licenses (Background Investigation Is Conducted by the Police Department)			
Pawnbroker License	4-2-5	12/31	\$8,000
Reseller Transaction fee	4-2-10	N/A	\$1.50
Peddler / Solicitor Permits			
Peddler's/Solicitor's License - Good for one year from date of issue	4-11-4	One Year	\$50
Peddler's/Solicitor's Background Investigation	4-11-4 /4-11-5	N/A	\$100
Body Art and Tattoo Parlor (Background Investigation Is Conducted by the Police Department)			
Body Art and Tattoo Parlor License	4-9-1	12/31	\$100
Massage Therapy Licenses (Background Investigation Is Conducted by the Police Department)			
Therapeutic Massage Business License	4-8A-3	12/31	\$200
Individual Massage Therapist License	4-8A-3	12/31	\$55
Liquor (3.2) Licenses (Background Investigation Is Conducted by the Police Department)			
3.2 On-Sale	4-1-4	12/31	\$350
3.2 Off-Sale	4-1-4	12/31	\$100
Temporary 3.2 On Sale - Not to exceed 7 Days	4-1-4	7 Days	\$30
Liquor (Intoxicating) Licenses (Background Investigation Is Conducted by the Police Department)			
License Types			
<u>On-Sale (Includes Brew Pub)- Based on Gross Annual Sales:</u>			
\$0-\$250,000	4-1-4	12/31	\$3,500
\$250,001 - \$500,000	4-1-4	12/31	\$4,500
\$500,001 - \$1,000,000	4-1-4	12/31	\$7,000
\$1,000,001 and above	4-1-4	12/31	\$10,000
Sunday On-Sale (Brew Pub)	4-1-4	12/31	\$200
Sunday On-Sale	4-1-4	12/31	\$200
On-Sale Wine	4-1-4	12/31	\$650
Special Club On-Sale	4-1-4	12/31	\$225
Temporary On-Sale - Not to exceed 4 Days	4-1-4	4 Days	\$30
Culinary Class Limited On-Sale	4-1-4	12/31	\$100
Off-Sale	4-1-4	12/31	\$200
Temporary Off-Sale Wine - Not to exceed 3 Days	4-1-4	3 Days	\$25
Off-Sale Small Brewer	4-1-4	12/31	\$200
On-Sale Brew Pub Taproom with no intoxicating on-sale license	4-1-4	12/31	\$500
One Day Consumption and Display Permit	4-1-4	1 Day	\$30
Consumption and Display Permit	4-1-4	3/31	\$250

Community Development			
Type of License/Fee or Item Description	Code (If applicable)	Expiration Date	2020 Fees
Rental License Fees			
Single Family, Condominium Unit, Townhome Unit	N/A	2 year license	\$50.00
Duplex, Triplex, Fourplex, Apartment Buildings - \$150 per bldg., plus \$15 per unit	N/A	2 year license	Varies
Investigation Fee per license	N/A	2 year license	\$25.00
Building Permit Fees			
Plan Review Fee - 65% of the building permit fee when determined by valuation	N/A	N/A	Varies
Decks - Based on valuation plus plan review and State Surcharge	N/A	N/A	Varies
Roofing (new and existing homes)	N/A	N/A	\$105
Siding (new and existing homes)	N/A	N/A	\$105
Garage - Based on valuation plus Plan Review and State Surcharge	N/A	N/A	Varies
Porch - Based on valuation plus Plan Review and State Surcharge	N/A	N/A	Varies
Moving of Buildings	N/A	N/A	\$300
Building Demo - Accessory Structures	N/A	N/A	\$105
Building Demo - Single Family Homes	N/A	N/A	\$105
Building Demo - Commercial - Based on valuation plus Plan Review and State Surcharge			Varies
Mobile Home Installation - Based on valuation plus Plan Review and State Surcharge			Varies
Retaining Walls - Based on valuation plus Plan Review and State Surcharge			Varies
Above-Ground Swimming Pools (includes fence) - Based on valuation plus Plan Review and State Surcharge			Varies
In-Ground Swimming Pools - Based on valuation plus Plan Review and State Surcharge			Varies
Fences (around pools and property)	N/A	N/A	\$50
Inspections when no permit is issued	N/A	N/A	\$105
Inspections outside of normal business hours when approved by the Director	N/A	N/A	\$150/hr
Permit Fees - Plumbing			
Plumbing Single-Family Residential - \$85 Base Fee plus Add \$4 for each fixture	N/A	N/A	Varies
Plumbing Commercial/Multi-Family - \$85 Base Fee plus Add 2% of contracted work value in dollars			Varies
Plumbing Installation or Replacement of Single Fixture	N/A	N/A	\$85
Water Heater Replacement	N/A	N/A	\$55
Water Softener (New or Replacement)	N/A	N/A	\$55
On-Site Septic Systems (includes Site Review)			
Single Family - New & Existing	N/A	N/A	\$469*
Commercial systems less than 4,999 gallons/day	N/A	N/A	\$729*
Commercial systems more than 5,000 gallons/day	N/A	N/A	\$1,499*
Sewer and Water Connection Inspection (together or separately)	N/A	N/A	\$130
Commercial/Multi-Family Sewer/Water Connection Inspection - \$80 Base Fee plus Add 2% of contracted work value in dollars			Varies
Tank Replacement	N/A	N/A	\$260
<i>*If also installing Building Sewer, add State Surcharge</i>	N/A	N/A	\$1
Permit Fees - Mechanical			
Gas Piping and Air Test Only	N/A	N/A	\$55
Single Family Residential - New construction	N/A	N/A	\$105
Single Family Residential - Furnace Replacement	N/A	N/A	\$80
Gas Fireplace or other single gas appliance	N/A	N/A	\$80
A/C (new or replacement)	N/A	N/A	\$80
Commercial and Multi-Family - \$85 Base Fee plus Add 2% of contracted work value in dollars			Varies
Permit Fees - Signs and Billboards			
Permanent Business Signs regardless of size	N/A	N/A	\$40
Billboards up to 100 square feet in area	N/A	N/A	\$200
Billboards over 100 square feet in area	N/A	N/A	\$300
Temporary Portable Signs	N/A	N/A	\$15
Monument/Pylon Signs - Based on valuation	N/A	N/A	Varies
Zoning and Regulations			
Contractor, Trade or Business Permit	4-6-2	12/31	\$50
Nuisance Abatement for Mowing	N/A	N/A	\$70/hr.
Comprehensive Guide Plan	N/A	N/A	\$100
Construction Plan Sheet (22"x34")	N/A	N/A	\$20
Zoning & Related Land Use Regulations	N/A	N/A	\$75
Subdivision Code	N/A	N/A	\$25
Zoning Letter	N/A	N/A	\$100
Sewage Tank Maintenance Permit (Commercial and Residential Operating Permit)		N/A	\$35

Finance			
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration (if applicable)	2020 Fee
Comprehensive Annual Financial Report	N/A	N/A	\$35
Proposed Budget	N/A	N/A	\$35
Annual Budget	N/A	N/A	\$35
Returned Check/ACH/Credit/Debit Card Charge	N/A	N/A	\$30
Grove Membership Late Fee - Per Occurrence	N/A	N/A	\$25
Fire Department			
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration (if applicable)	2020 Fee
Permits and Reports			
Recreational Bonfire	N/A	N/A	\$15
Permanent Recreational Fire Ring	N/A	N/A	\$25
Fire Code Permit - \$25 each, up to four permits, per Occupant within a business premise		N/A	\$25
Disposal permit for trees, brush, grass and other vegetative matter for the development and maintenance of land and rights-of-way. \$100 Minimum			\$.50/cubic yard
Open Burning Permit as defined by Minnesota Rules related to open burning.	N/A	N/A	\$25
Ventilation System Cleaning Permit	N/A	N/A	\$75
Fire Marshal's Report	N/A	N/A	\$0.25/page
MFIRS Report	N/A	N/A	\$0.25/page
GIS			
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration Date	2020 Fee
Fees for Maps are based on size. Custom map sizes available upon request			
Letter (8.5" x 11")	N/A	N/A	\$5
Tabloid (11" x 17")	N/A	N/A	\$10
C-size (18" x 24")	N/A	N/A	\$15
D-size (24" x 36")	N/A	N/A	\$20
E-size (36" x 48")	N/A	N/A	\$25
Additional Shipping/Handling Fees for map products delivered by mail	N/A	N/A	Varies
Mailed in Envelope (large maps folded):			
Letter or Tabloid	N/A	N/A	\$2
C (18" x 24") or D (24" x 36") size	N/A	N/A	\$3
E-size (36" x 48")	N/A	N/A	\$4
Mailed in Tube:			
Letter or Tabloid	N/A	N/A	\$3
C-size (18" x 24")	N/A	N/A	\$4
D-size (24" x 36")	N/A	N/A	\$5
E-size (36" x 48")	N/A	N/A	\$6
Other Methods:			
CD Mailed	N/A	N/A	\$2
Custom Map Production Using Existing Data	N/A	N/A	Varies
<i>Subject to an hourly fee of \$50 (half hour min.) in addition to size-based map fee</i>			
Custom Map Production with Data Development	N/A	N/A	Varies
<i>Subject to an hourly fee of \$100 (half hour min.) in addition to size-based map fee</i>			
Electronic Data - Cost provided per request	N/A	N/A	Varies
Vector: shapefile or CAD	N/A	N/A	Varies
Raster: IMG, TF, SID	N/A	N/A	Varies
Graphic Files: JPG, PDF, TIF, AVI	N/A	N/A	Varies
GIS Data or Graphic Files	N/A	N/A	Varies
Delivery on CD	N/A	N/A	\$10
Delivery by email	N/A	N/A	\$5

Parks and Recreation		2020	
Type of License/Fee or Item Description	Frequency	Resident Fee	Non Resident Fee
Parks Usage			
Park Shelters *excl. Swing Bridge Park	5 Hour Block	\$70	\$90
Park Shelter * Swing Bridge Park Only	5 Hour Block	\$110	\$110
Additional trash barrels/picnic tables	NA	\$32	\$42
Outdoor Ice Rink *	Per hour	\$27	\$37
Outdoor Ice Rink w/Attendant *	Per hour	\$37	\$47
Outdoor Rink Lights	Per hour	\$42	\$62
Neighborhood Park/School Athletic Field	Per use	\$40	\$50
Tennis Courts (Each Court)	Per Hour	\$7	\$9
Rich Valley Baseball Field Game/Practice	Youth	\$85	\$105
Rich Valley Baseball Field Game/Practice	Adult	\$100	\$120
Rich Valley Softball Field Game/Practice	All Ages	\$65	\$85
Rich Valley/Skyview Soccer Fld Game/Practice	Youth	\$85	\$105
Rich Valley/Skyview Soccer Fld Game/Practice	Adult	\$100	\$120
Rich Valley Soccer Game/Practice	1/2 Field	\$55	\$65
Rich Valley Lights	Per hour	\$45	\$65
Rich Valley Field Tournament Fee - Each Field	Daily	\$190	\$215
Rich Valley Tournament Vendor Fee	Per Weekend	\$60	\$115
Rich Valley Concession Stand	Per Weekend	\$250	\$250
Rich Valley Add'l Mntnc - staff, equipment, supplies - up to 4 Fields	Per hour	\$50	\$60
Rich Valley Add'l Mntnc - staff, equipment, supplies - 5 Fields or more	Per hour	\$70	\$80
IGH Baseball, Softball & Soccer Association Tournament Fee-Per Field	Per Day	\$95	\$95
Local Athletic Assoc. User Fee	Per Player	\$13	\$20
Disc Golf Annual Pass	Annual	\$30	\$40
Disc Golf Daily Pass	Per Day	\$5	\$5
Disc Golf Tournament	Per Day	\$210	\$235
Disc Golf Tournament	Per Weekend	\$510	\$535
Mountain Bike Course	Per Day	\$510	\$535
Community Garden Plot	Per Garden	\$30	\$30
Dog Park (Dog 1)	Annual	\$20	\$30
Dog Park (Dog 2)	Annual	\$15	\$25
Dog Park Lost Pass Replacement	Each Time	\$5	\$5
Pickleball Court Fees (per court)	Per Hour	\$7	\$9
Pickleball Tournament (all courts)	Per Hour	\$100	\$120
<i>*Requires damage deposit</i> <i>•All fees include tax.</i> <i>•Manager has discretion to negotiate off-peak time usage rates.</i>			

Parks and Recreation		2020	
Type of License/Fee or Item Description	Frequency	Resident Fee	Non Resident Fee
VMCC/Grove Usage			
National Guard Room A, B, C	Per Hour	\$37	\$47
Community Room 1, 2, 3	Per Hour	\$42	\$52
Community Room Kitchen	Per Day	\$25	\$25
PA System	Per Day	\$25	\$25
Screen/Projector	Per Day	\$15	\$15
TV/DVD	Per Day	\$25	\$25
Room Rental Attendant	Per Hour	\$35	\$35
Gymnasium – Athletic	Per Hour	\$69	\$79
1/2 Gymnasium – Athletic	Per Hour	N/A	N/A
Gymnasium – Weekday (M-F)	Per Hour	\$90	\$100
Gymnasium – Wedding Package (0-300 ppl)	Per Day	\$900	\$1,300
National Guard Gym Kitchen	Per Day	\$90	\$90
Alcohol	Flat fee	\$50	\$50
West Rink-Turf	Per Hour	\$90	\$100
Childcare Drop-In Rate (non-member) - Per Child	Per Hour	\$3.50	\$3.50
Childcare Employee Rate - Per Child	Per Hour	\$1	\$1
Membership – Single Enrollment Fee	One-Time	\$49	\$59
Membership – Dual Enrollment Fee	One-Time	\$49	\$59
Membership – Household Enrollment Fee	One-Time	\$49	\$59
Membership – Senior (60+)	Annual	\$468	\$468
Membership – Single	Annual	\$604	\$604
Membership – Dual	Annual	\$812	\$812

Parks and Recreation		2020	
Type of License/Fee or Item Description	Frequency	Resident Fee	Non Resident Fee
VMCC/Grove Usage, continued			
Membership – Household (up to 6)	Annual	\$936	\$936
Membership – PCA added to household	Annual	\$208	\$208
Membership – Senior (60+)	Monthly	\$46	\$46
Membership – Single	Monthly	\$59	\$59
Membership – Dual	Monthly	\$80	\$80
Membership – Household (up to 6)	Monthly	\$92	\$92
Membership – PCA added to household	Monthly	\$18	\$18
City Emp. Membership – Senior (60+)	Monthly	\$38	\$38
City Emp. Membership – Single	Monthly	\$48	\$48
City Emp. Membership – Dual	Monthly	\$69	\$69
City Emp. Membership – Household	Monthly	\$79	\$79
Corporate Membership – Senior	Monthly	\$42	\$42
Corporate Membership – Single	Monthly	\$54	\$54
Corporate Membership - Dual	Monthly	\$73	\$73
Corporate Membership - Household	Monthly	\$84	\$84
Military Active - Single	Monthly	\$48	\$48
Military Active – Senior	Monthly	\$48	\$38
Military Active – Dual	Monthly	\$69	\$69
Military Active – Household	Monthly	\$79	\$79
Military Vet – Senior-change to military rate	Monthly	\$38	\$38
Military Vet – Single-change to military rate	Monthly	\$48	\$48
Military Vet – Dual-change to military rate	Monthly	\$69	\$69
Military Vet – Household-change to military rate	Monthly	\$79	\$79
1 month Fee-Single	Monthly	\$67	\$67
1 month Fee-Household	Monthly	\$102	\$102
Daily Admission after 5:30pm (waterpark)	Daily	\$6	\$6
Daily Admission before Noon (waterpark/features off)	Daily	\$3	\$3
Daily Admission after 8 pm	Daily	\$6	\$6
Daily Admission – Youth (1-9-year-old)	Daily	\$6	\$6
Daily Admission – Adult/Senior (Ages 10+)	Daily	\$9	\$9
Daily Admission – Observer	Daily	\$7	\$7
10-time Pass – Youth/Senior	10 Visits	\$80	\$80
10-time Pass – Adult	10 Visits	\$85	\$85
ATM Transaction Fee	Each Time	\$3	\$3
Open Gym	Daily	\$4	\$6
Open Gym – Members	Daily	Free	Free
Open Pickleball-Members	Daily	Free	Free
Open Pickleball-Non-Members	Daily	\$5	\$5
Open Pickleball-Non-Members	10 Visits	\$40	\$40
Fitness Studio Rental	Per Hour	\$55	\$60
Fitness TRX Room Rental	Per Hour	\$40	\$50
Open Skate – adults (18 & older)	Daily	\$5	\$5
Open Skate – children (17 & under)	Daily	\$4	\$4
Open Skate – Members	Daily	Free	Free
10-time Pass (Open Skate 18 & Older)	10 Visits	\$45	\$45
10-time Pass (Open Skate 17 & Under)	10 Visits	\$36	\$36
10-time Pass (Open Hockey)	10 Visits	\$54	\$54
Daily Admission-Open Freestyle	Daily	\$10	\$10
10-time Pass-Open Freestyle	10 Visits	\$70	\$70
Skate Rental	Daily	\$2	\$2
Open Hockey	Daily	\$6	\$6
Shower Rental	Daily	\$5	\$5
Towel Rental	Daily	\$1	\$1
Locker Rental (small)	Annual	\$100	\$100
Locker Rental (large)	Annual	\$200	\$200
Locker Rental (small)	Monthly	\$11	\$11
Locker Rental (large)	Monthly	\$22	\$22
Birthday Party Rental-Friday	Per use	\$195	\$195
Birthday Party Rental-Wknd Up to 16 ppl	Per Use	\$225	\$225
Birthday Party Rental-Wknd up to 30 ppl	Per Use	\$300	\$300
Skating Birthday Party Rental- up to 16 ppl	Per Use	\$195	\$195

Parks and Recreation		2020	
Type of License/Fee or Item Description	Frequency	Resident Fee	Non Resident Fee
VMCC/Grove Usage, continued			
Individual Lane Line	Per Hour	\$15	\$15
Leisure Pool	Per Hour	\$495	\$495
Lap Pool	Per Hour	\$125	\$125
Diving Well	Per Hour	\$90	\$90
Swim Event (Lap and Diving)	Per Hour	\$170.50	\$170.50
Simley High School -Individual Lane	Per Hour	\$7.50	\$7.50
Simley High School-Lap Pool	Per Hour	\$49.50	\$49.50
Simley High School-Diving Well	Per Hour	\$40.75	\$40.75
Simley High School- Swim Event	Per Hour	\$73.75	\$73.75
• VMCC membership fees will be effective on June 1, 2020 • All month-to-month members can receive a 15% discount off 12 months paid in full (fee listed reflects discount) • All fees include tax • Pool rentals includes lifeguard fee(s) • Swim Event rental does not include lifeguard fee(s) • Employee membership rates are also available to City Council members and active Commission members. • Manager has discretion to negotiate off-peak time usage rates for swimming pools. • Seasonal staff working at the VMCC are afforded free use of the facility during their employment-this does not include their spouse or family members.			
VMCC ARENA ICE TIME			
October 1, 2019 – March 12, 2020			
Days and Time of Day	Designation	Mon - Fri	Sat - Sun
Monday - Friday 3 PM – 9:59 PM	Prime	\$215	
Monday - Friday Before 3 PM and after 10 PM	Non Prime	\$145	
Saturday and Sunday 7 AM – 8:59 PM	Prime		\$215
Saturday and Sunday Before 7 AM and after 9 PM	Non Prime		\$145
March 13, 2020 – September 30, 2020			
Days and Time of Day	Designation	Mon - Fri	Sat - Sun
Monday - Friday 5 PM – 8:59 PM	Prime	\$155	
Monday - Friday Before 5 PM and after 9 PM	Non Prime	\$140	
Saturday and Sunday 9 AM – 7:59 PM	Prime		\$155
Saturday and Sunday Before 9 AM and after 8 PM	Non Prime		\$140
• * - Certain restrictions apply to availability, reservations, and terms of usage. • Fees do not include tax • Manager has discretion to negotiate early and late ice time rates			
Parks and Recreation		2020	
Type of License/Fee or Item Description	Frequency	Resident Fee	Non Resident Fee
Inver Wood Golf Course			
Annual - Platinum Memberships			
Season Pass - Adult Single Ages 19 - 59	Annual	\$2,499	\$2,499
Season Pass - Adult Couple Ages 19 - 59 (Same Household)	Annual	\$3,699	\$3,699
Season Pass - Additional Dependent(Family 18 and under)	Annual	\$250	\$250
Platinum Membership Includes Greens Fees, Range Balls, Golf Car, Play any day, any time, includes holidays.			
Annual - Regular Memberships			
Season Pass - Adult Single Ages 19 - 59	Annual	\$1,300	\$1,300
Season Pass - Adult Couple Ages 19 - 59	Annual	\$2,300	\$2,300
Season Pass - Senior Single Age 60 and Over	Annual	\$1,000	\$1,000
Season Pass - Junior Age 18 and Under	Annual	\$600	\$600
Regular Membership Includes Greens Fees only. Play any day, any time, includes holidays.			
Annual - Restricted Memberships			
Season Pass - Adult Single Ages 19 - 59	Annual	\$900	\$900
Season Pass - Adult Couple Ages 19 - 59	Annual	\$1,500	\$1,500
Season Pass - Additional Dependent (Family 18 and under)	Annual	\$200	\$200
Restricted Membership Includes Greens Fees only. Good for Play Monday - Thursday, Holidays NOT included.			

Parks and Recreation		2020		
Type of License/Fee or Item Description		Frequency	Resident Fee	Non Resident Fee
Inver Wood Golf Course, continued				
Pull-Cart Rental				
Pull Cart Rental		Per Round	\$3.50	\$3.50
Golf Car Rental (Must have a valid driver's license)				
Golf Car - 18 Holes - Adult Age 19 - 59		Per Round	\$20	\$20
Golf Car - 18 Holes - Senior Age 60 and Over		Per Round	\$15	\$15
Golf Car - 9 Holes - Adult Age 19 - 59		Per Round	\$13	\$13
Golf Car - 9 Holes - Senior Age 60 and Over		Per Round	\$11	\$11
Golf Car - Executive Course - Adult Age 19 - 59		Per Round	\$7.50	\$7.50
Golf Car - Executive - Senior Age 60 and Over		Per Round	\$7	\$7
Twilight Golf Car - Adult Age 19 - 59		Per Round	\$15.50	\$15.50
Twilight Golf Car - Senior Age 60 and Over		Per Round	\$12	\$12
Twilight Golf Car -Executive		Per Round	\$7	\$7
Driving Range				
Driving Range Balls-Large Bucket		Per Bucket	\$12	\$12
Driving Range Balls-Medium Bucket		Per Bucket	\$9	\$9
Driving Range Balls-Small Bucket		Per Bucket	\$6	\$6
Driving Range Balls-All Day Per Person		Unlimited	\$14	\$14
Foot Golf				
Foot Golf - Adult Age 19 - 59		Per Round	\$12	\$12
Foot Golf - Youth		Per Round	\$10	\$10
Foot Golf - Ball Rental		Per Round	\$3	\$3
Player's Card (Formerly called Patron Card)				
Player's Card - See Discounts in Green Fees		Per Season	\$90	\$110
Daily Greens Fees Monday - Thursday, 7 AM to 5 PM; Friday 7 AM to 12 NOON; Saturday - Sunday 12 NOON - 5 PM				
18 Holes Greens Fees Adult Age 19 - 59		Per Round	\$36	\$36
18 Holes Greens Fees Senior Age 60and Over/ Junior Age 18 and Under		Per Round	\$26	\$26
18 Holes - Player's Card Fee		Per Round	\$31	\$31
9 Holes Greens Fees Adult Age 19 - 59		Per Round	\$20	\$20
9 Holes Greens Fees Senior Age 60 and Over/ Junior Age 18 and Under		Per Round	\$14.50	\$14.50
9 Holes - Player's Card Fee		Per Round	\$18	\$18
9 Holes Greens Fees - Executive Course Adult Age 19 - 59		Per Round	\$15.50	\$15.50
9 Holes Greens Fees - Executive Course Senior Age 60 and Over/ Junior Age 18 and Under		Per Round	\$11	\$11
9 Holes Greens Fees - Executive Course Player's Card Fee		Per Round	\$12.50	\$12.50
Daily Greens Fees Friday 12 NOON - 5 PM, Saturday - Sunday 6 AM to 12 NOON				
18 Holes Greens Fees Adult Age 19 - 59		Per Round	\$43	\$43
18 Holes Greens Fees Senior Age 60 and Over/ Junior Age 18 and Under		Per Round	\$32.50	\$32.50
18 Holes Greens Fees - Player's Card Fee		Per Round	\$36	\$36
9 Holes Greens Fees Adult Age 19 - 59		Per Round	\$29	\$29
9 Holes Greens Fees Senior Age 60 and Over/ Junior Age 18 and Under		Per Round	\$20	\$20
9 Holes Greens Fees - Player's Card Fee		Per Round	\$20	\$20
9 Holes Greens Fees - Executive Course Adult Age 19 - 59		Per Round	\$18.50	\$18.50
9 Holes Greens Fees - Executive Course Senior Age 60 and Over/ Junior Age 18 and Under		Per Round	\$11.50	\$11.50
9 Holes Greens Fees - Executive Course Player's Card Fee		Per Round	\$15.50	\$15.50
Daily Greens Fees EVERYDAY, 5 PM to Close - "Twilight" Play				
18 Holes Greens Fees Adult Age 19 - 59		Per Round	\$28	\$28
18 Holes Greens Fees Senior Age 60and Over/ Junior Age 18 and Under		Per Round	\$18.50	\$18.50
9 Holes Greens Fees Adult Age 19 - 59		Per Round	\$20	\$20
9 Holes Greens Fees Senior Age 60and Over/ Junior Age 18 and Under		Per Round	\$14.50	\$14.50
Twilight Player's Card Fee		Per Round	\$22	\$22

Police Department			
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration (if applicable)	2020 Fee
General Fees for Services			
Inv. For DCSS Foster Care/Day Care		N/A	\$10
Clearance Letter for Records Check		N/A	\$20
All other Police reports/Data/Accident Reports (No charge to victim of domestic assault)			\$0.15/page
Body/Squad Camera Video - Disc/Jump Drive		N/A	\$25
APS Transaction Fee		N/A	\$1.50
Pound Redemption Fees (Animal Control)		N/A	\$35
Dog Found Unvaccinated	5-4-3	N/A	misdemeanor
Reseller (Pawn etc.) Transaction fee	4-2-10	N/A	\$1.50
Police Officer and Squad Car Off-Duty Charge (Within City Limits)		N/A	\$70/hr.
Police Officer and Squad Car Off-Duty Charge (Outside City Limits, With Signed Contract)		N/A	\$75/hr.
Photographs - Printed or Digital			
1-10 photos		N/A	\$10
11-25 photos		N/A	\$25
26-40 photos		N/A	\$40
41+ photos		N/A	\$50
CD/DVD		N/A	\$20
Excessive Consumption of City Services			
Excess code inspections (4 or more)	4-15-1	N/A	\$250
Excess police/nuisance calls	4-15-1	N/A	\$250
Large Assemblies			
Initial Application (Rates increase based on City services for the event, up to \$5,000.)	4-14-1	N/A	\$250
Court-Ordered Firearm Seizures/Surrenders			
Court-Ordered Firearm Seizures/Surrenders	N/A	N/A	No Cost
Volunteer Surrender of Firearm by Civil Order			
Intake Fee		N/A	\$50
Storage of Firearm		N/A	\$0.50/day
Firearm Release Fee		N/A	\$50
Abandoned Firearm - Proceeds of sale, less actual disposal fees, returned to owner. If owner		N/A	Revenue minus Costs
Dangerous Dogs			
Potentially Dangerous Dog Registration	5-4-6	One Year	\$150
Dangerous Dog Registration	5-4-6	One Year	\$300
Dangerous Dog Yard Sign (Required)		N/A	\$8
Dangerous Dog Tag (Required)		N/A	\$2
Appeal Fees for Dangerous & Potentially Dangerous Dog Declarations	5-4-6	N/A	\$200
False Alarm Response Fees			
1st False Alarm: Letter sent to home/business owner			Warning
2nd False Alarm: Letter sent to home/business owner			Warning
3rd False Alarm:			\$100
4th False Alarm:			\$200
5th False Alarm:			\$300

Police Department			
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration (if applicable)	2020 Fee
Background Investigations			
Initial Massage Therapy Licenses Background Investigations			
Initial Therapeutic Massage Business (Investigation Includes 1 Therapist)	4-8A-4	12/31	\$500
Initial Therapeutic Massage Individual Therapist		12/31	\$175
Out-of-State Background Investigation (last 5 years of residence) - Varies by State		12/31	Varies
Annual Massage Therapy Licenses Background Investigations (Renewals)			
Annual Background Investigation - Massage Business Renewal (Includes Annual Site inspection)			\$200
Annual Background Investigation - Individual Therapist (Renewal)		31-Dec	\$50
Initial Liquor License and Pawnshop Background Investigations			
Single, Natural Person	4-1-9	12/31	\$250
Club	4-1-9	12/31	\$325
Partnership (2 Partners)	4-1-9	12/31	\$400
Corporation/LLC			
2 Partners or Officers	4-1-9		\$400
3 - 5 Partners or Officers	4-1-9	12/31	\$500
6 Partners or Officers	4-1-9	12/31	\$600
7 Partners or Officers	4-1-9	12/31	\$700
8 Partners or Officers	4-1-9	12/31	\$800
9 Partners or Officers	4-1-9	12/31	\$900
10 or More Partners or Officers	4-1-9	12/31	\$1,000
Out-of-State Background Investigation (last 5 years of residence) - Varies by State		12/31	Varies
Annual Background Investigation Liquor and Pawnshop Licenses (Renewals)			
Includes Compliance Checks (Each Business)		12/31	\$125
Other Background Investigations - Liquor and Pawnshop Licenses			
Change of Ownership, Officers or Operating/General Manager (Each Individual Person)		12/31	\$250
Out-of-State Background Investigation (last 5 years of residence) - Varies by State		12/31	Varies
Motor Vehicle Background Investigations			
Initial Motor Vehicle Background Investigation (Each Individual Person)		12/31	\$300
Renewal Motor Vehicle Background Investigations		12/31	\$125
Gambling Premises Permit Background Investigations			
Initial Gambling Premises Permit Background Investigation	4-7-8	N/A	\$250
Body Art and Tattoo Parlor Background Investigations			
Initial Body Art and Tattoo Parlor Background Investigation	4-9-1	12/31	\$500 initial
Renewal Background Investigation Body Art and Tattoo Parlor License	4-9-1	12/31	\$50
Out-of-State Background Investigation (last 5 years of residence) - Varies by State	4-9-1	12/31	Varies

PUBLIC WORKS			
Type of License/Fee or Item Description	Code Section (If applicable)	Expiration (if applicable)	2020 Fee
Land Alteration Permit (Plan Checking)			
0 up to 30 cubic yards	N/A	N/A	No fee
30 up to 500 cubic yards. Base Fee of \$25 plus add \$0.25 per cubic yard.	N/A	N/A	Varies
500 up to 10,000 cubic yards. Base Fee of \$150 plus add \$0.03 per cubic yard.	N/A	N/A	Varies
10,000 up to 100,000 cubic yards. Base Fee of \$950 plus add \$0.005 per cubic yard.	N/A	N/A	Varies
100,000 cubic yards or more. Base Fee of \$1,150 plus add \$0.003 per cubic yard.	N/A	N/A	Varies
Land Alteration Permit (Grading Inspection)			
0 up to 30 cubic yards	N/A	N/A	No Fee
30 up to 500 cubic yards. Base Fee of \$25 plus add \$0.25 per cubic yard.	N/A	N/A	Varies
500 up to 10,000 cubic yards. Base Fee of \$150 plus add \$0.02 per cubic yard.	N/A	N/A	Varies
10,000 up to 100,000 cubic yards. Base Fee of \$550 plus add \$0.005 per cubic yard.	N/A	N/A	Varies
100,000 cubic yards or more. Base Fee of \$800 plus add \$0.003 per cubic yard.	N/A	N/A	Varies
<i>All land alteration permits require a surety, based on the area disturbed, to guarantee final restoration</i>			
Annual Renewal	N/A	Annually	\$75
Meter Testing			
5/8" meter	N/A	N/A	\$135
3/4 " meter	N/A	N/A	\$135
1" meter	N/A	N/A	\$135
1.5" meter	N/A	N/A	\$165
2" meter	N/A	N/A	\$165
Compound Meter	N/A	N/A	\$350
Water Shut-Offs and Turn-Ons	N/A	N/A	\$25
Miscellaneous			
Assessment Search	N/A	N/A	\$15
Capital Improvement Plan	N/A	N/A	\$25
Water Resources Management Plan	N/A	N/A	\$290
Right-of-Way (Street Opening) Permit	N/A	N/A	\$75
<i>Surety may be required to ensure that the street is properly restored.</i>			
Overweight Load Permit	N/A	N/A	\$50 per load
Driveway Permit	N/A	N/A	\$25
Erosion Control Tracking			
Single Family Home			\$50
Multi Family or other Large Building			\$89
Hydrant Meters			
Hydrant, Meter, or Valve Damage Deposit	N/A	N/A	\$1,500
Daily hydrant/meter rental fee. Base Fee of \$2 per day plus cost of water used.	N/A	N/A	Varies
Small Wireless Facility Row Permit			
Up to five (5) small wireless facilities	N/A	N/A	\$500
Each additional small wireless facility, maximum of ten additional per application.	N/A	N/A	\$100/each
Permit Surety Escrow Fee paid by Tenant prior to approval of Row Permit	N/A	N/A	\$2,500
Small Wireless Facility Annual Rental per Wireless Support Structure	N/A	Annually	\$175
Small Wireless Facility Electrical Fee			
A. Per radio node less than or equal to 100 maximum watts	N/A	Annually	\$876
B. Per radio node over 100 maximum watts	N/A	Annually	\$2,184
C. Per radio node if the actual costs exceed the amount in item A. or B. above	N/A	Annually	Actual Cost
D. As agreed to by Tenant and the City	N/A	Annually	Actual Cost

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

THIRD AND FINAL READING OF AN ORDINANCE AMENDING CITY CODE TITLE 3, CHAPTER 4, SECTIONS 3-4-2-2 and 3-4-2-3 and 10-3-8 ADJUSTING DEVELOPMENT FEES FOR 2020

Meeting Date:	December 9, 2019		Fiscal/FTE Impact:
Item Type:	Regular Agenda	☒	None
Contact:	Shannon Battles, Interim Finance Director	☐	Amount included in current budget
Prepared by:	Shannon Battles, Interim Finance Director	☐	Budget amendment requested
Reviewed by:	Scott Thureen, PW Director	☐	FTE included in current complement
	Allan Hunting, City Planner	☐	New FTE requested – N/A
	Heather Rand, CD Director	☐	Other

PURPOSE/ACTION REQUESTED Council held the public hearing on November 12, 2019 and is asked to consider the third and final reading of an ordinance to amend the City Code to adjust the fees and charges associated with development activities. This includes water and sanitary sewer connection fees, and fees associated with planning activities (such as rezoning, variance, conditional use permits, etc.).

SUMMARY Minnesota State Statutes 462.353 sets forth the requirements with respect to a municipality's authority to prescribe fees associated with planning activities.

While Statute 462 does not speak to building permit fees or water or sanitary sewer connection fees, the City Attorney's advice is to set forth the fees in the Code given the scope of development that is anticipated to take place over the next several years in the northwest area.

Staff proposes changes to the fees that address water and sanitary sewer connection fees, etc. The water and sewer connection fees are proposed to increase between 3.5% and 5%. These proposed fees are based on financial projections supplied in Ehlers and Associates May 2016 Update. Staff also proposes changes to select land use fees and escrows.

A copy of the first reading is available on the website and has been posted on social media. A copy has also been provided to River Heights Chamber of Commerce.

The proposed changes are reflected on the attached.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, SECTION 3-4-2-2 AND SECTION 3-4-2-3 AND SECTION 3-4-3 AND TITLE 10, CHAPTER 3, SECTION 10-3-8 B OF THE INVER GROVE HEIGHTS CITY CODE RELATING TO FEES

The City Council of Inver Grove Heights does hereby ordain as follows:

Section 1. Amendment No. 1. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-2 is hereby amended in its entirety to read as follows:

3-4-2-2: WATER, SANITARY SEWER AND STORM WATER SYSTEMS CONNECTION FEES:

A. Purpose and Intent. Minn. Stat. § 444.075, subd 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City water utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City sanitary sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City storm sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

The City has installed water, sewer, and storm sewer improvements in the Northwest Area without assessing the costs against benefitting properties. The City intends to recover its costs through the collection of utility system connection fees.

The purpose and intent of this Title 3, Chapter 4, Section 3-4-2-2 is to impose connection fees for the water utility system and the sanitary sewer utility system and the storm water sewer utility system, also known as the storm water system.

B. Definitions. For purposes of this Title 3, Chapter 4, Section 3-4-2-2, the following terms shall have the following meanings:

Northwest Area means that certain geographic area within the City of Inver Grove Heights defined, established and referred to as the Northwest Area Overlay District pursuant to the City's zoning regulations.

Net Developable Area means the number of acres within a property remaining after excluding those portions that are either: a) encumbered by right of way for arterial roads as defined in the Inver Grove Heights Comprehensive Plan; or b) lying below the ordinary high water level of public waters as identified in the Shoreland Overlay District; or c) lying within the boundaries of wetlands delineated according to the Minnesota Wetland Conservation Act; or d) bluffs in Shoreland Overlay Districts abutting public waters; or e) land to be dedicated to the City of Inver Grove Heights for public park/recreation area purposes. Net Developable Area does

not include outlots within a plat that are intended to be replatted at a later date into developable lots.

Gross Acres means the total acres within a plat, subdivision or parcel. Gross Acres do not include outlots within a plat that are intended to be replatted at a later date into developable lots.

SAC Unit means a unit as determined by the Metropolitan Council Environmental Services according to the Metropolitan Council Service Availability Charge Manual.

C. Connection Fees For Water Utility System For Land Outside of Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk water line.

Water Plat Connection Fee	\$1,350 \$1,400 multiplied by a density factor of 3.5 multiplied by Gross Acres
---------------------------	---

Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee	\$900 \$930 per SAC Unit
Water Treatment Plant Fee	\$790 \$820 per SAC Unit
Water Core Connection Fee (based on water service size)	
1 inch	\$1,870 \$1,940
1 ½ inch	\$4,200 \$4,350
2 inch	\$7,450 \$7,710
3 inch	\$17,660 \$18,280
4 inch	\$29,810 \$30,850
6 inch (or larger)	\$69,870 \$72,320

D. Connection Fees For Sanitary Sewer Utility System For Land Outside of Northwest Area. The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk sanitary sewer line.

Sanitary Sewer Plat Connection Fee	\$1,350 \$1,400 multiplied by a density factor of 3.5 multiplied by Gross Acres
------------------------------------	---

Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The B-Line special connection charge only applies to that area of the City served by the B-Line sanitary system; for properties in the B-Line area, the B-Line special connection charge is payable in addition to the other fees set forth below.

M.C.E.S. SAC Unit Fee	\$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee	\$490 \$510 per SAC Unit
B-Line Special Connection Charge	\$1,260 \$1,300 per SAC Unit (applicable only to B-Line Area)
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$600 \$620
6 inch	\$1,010 \$1,050
8 inch	\$1,800 \$1,860
10 inch	\$2,800 \$2,900
12 inch	\$4,060 \$4,200

E. Connection Fees For Water Utility System For Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land within the Northwest Area.

**Fees Payable At Time of Plat
(Northwest Area)**

The following fees must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$1,250 \$1,290 multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$1,250 \$1,290 multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$1,250 \$1,290 multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$1,250 \$1,290 multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest

	Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,250 \$1,290
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by \$1,250 \$1,290
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$1,250 \$1,290
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,250 \$1,290

In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.
---	---

Fees Payable At Time of Building Permit (Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee (Northwest Area)	\$3,450 \$3,570 per SAC Unit
Water Treatment Plant Fee (Northwest Area)	\$730 \$760 per SAC Unit
Water Core Connection Fee (based on water service size) (Northwest Area)	
1 inch	\$1,820 \$1,880
1 ½ inch	\$4,090 \$4,230
2 inch	\$7,270 \$7,520
3 inch	\$16,330 \$16,900
4 inch	\$29,060 \$30,080
6 inch (or larger)	\$68,120 \$70,500

F. Connection Fees For Sanitary Sewer Utility System For Northwest Area.

The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Sanitary Sewer Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$2,120 \$2,230 multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$2,120 \$2,230 multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$2,120 \$2,230 multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$2,120 \$2,230 multiplied by a density factor of 12.0 multiplied by the Net Developable Area

In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$2,120 \$2,230.
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by \$2,120 \$2,230.
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$2,120 \$2,230.
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 43,560 to express in square feet. Then multiply the square footage by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District).

	The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$2,120 \$2,230.
In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.

Fees Paid At Time of Building Permit (Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first.

M.C.E.S. SAC Unit Fee (Northwest Area)	\$2,485 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee (Northwest Area)	\$5,830 \$6,120 per SAC Unit
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$590 \$610
6 inch	\$990 \$1,020
8 inch	\$1,770 \$1,830
10 inch	\$2,770 \$2,870
12 inch	\$3,970 \$4,110

G. Connection Fees For Storm Water Sewer Utility System For Northwest Area. The following connection fees for the storm water sewer utility system also known as the storm water system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fees must be paid by the landowner when the property is subdivided or the property is platted or a building permit is obtained, whichever occurs first.

The fees are not payable for outlots if the property is being platted as an agricultural planned unit development.

Storm Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 and R-3A Zoning Districts	\$13,870 \$14,560 per acre multiplied by the Net Developable Area

In the R-3B and R-3C Zoning Districts	\$13,870 \$14,560 per acre multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	\$15,930 \$16,730 per acre multiplied by the Net Developable Area
In the B-2, B-3 and B-4 Zoning Districts	\$15,500 \$16,280 per acre multiplied by the Net Developable Area
In the I-1, I-2 and I-Office Park Zoning Districts	\$15,070 15,820 per acre multiplied by the Net Developable Area
In the P-Institutional Zoning District	\$14,200 \$14,910 per acre multiplied by the Net Developable Area
In the Mixed Use - Residential Zoning District	\$14,200 \$14,910 per acre multiplied by the Net Developable Area
In the Mixed Use - Commercial Zoning District	\$15,070 \$15,820 per acre multiplied by the Net Developable Area

H. Outlots. With respect to calculating the fees payable at the time of platting, the acreage within the outlots that are intended to be replatted into buildable lots at a later date shall not be included within the calculations. When the acreage within the outlots are subsequently replatted into buildable lots, the fees for such acreage shall then be paid at the time of the replat.

Section 2. Amendment No. 2. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-3 is hereby amended in its entirety to read as follows:

3-4-2-3: SANITARY SEWER AND WATER TRUNK AREA ASSESSMENTS: With respect to special assessments under Chapter 429 of the Minnesota Statutes, the assessments rolls for sanitary sewer and water trunk lines shall initially be calculated using the following per acre assessment amounts for trunk line area benefit.

~~\$4,700~~ ~~\$4,860~~ per acre for water trunk line area benefit

~~\$4,700~~ ~~\$4,860~~ per acre for sanitary sewer trunk line area benefit

The Council may adjust the assessment roll and special assessments after public hearing pursuant to Minn. Stat. § 429.061 and the Council shall determine the final assessment roll and special assessments by resolution.

Section 3. Amendment No. 4. Inver Grove Heights City Code Title 3, Chapter 4, Section 10-3-8 is hereby amended to read as follows:

- B. **Fee Amounts and Escrow Deposit:** The city may require that applicants deposit in escrow with the city, together with the application filing fees, the sums required by the city toward prepayment of the attorney, planning and engineering costs. The prepayment amounts shall be a credit toward the fees for the attorney, planning and engineering and other professional consultant fees to be reimbursed by the applicant. All such fees, if not paid by the escrow, shall be paid by the applicant within sixty (60) days of final action on the matter by the city council. If such fees are less than the escrowed amount, such escrow will be returned to the applicant within sixty (60) days of the final action on the matter by the city council. The following escrow amounts shall be deposited, together with land use approval applications: (Ord. 1098, 11-8-2004)

TYPE OF LAND USE APPROVAL	BASE FEE	GIS FEE	ESCROW
Conditional Use Permit, single family residential	\$250		
Conditional Use Permit, Impervious surface single family residential	\$250		\$1,500
Conditional Use Permit, other	\$500		\$5,000
Conditional Use Permit, other – amendment	\$150		\$1,000
Comprehensive Plan Amendment	\$500	\$50	\$2,500
Comprehensive Plan Amendment - minor	\$200		\$250
Zoning Code Amendment	\$500		\$500
Zoning Code Amendment – minor	\$100		\$250
Rezoning	\$500	\$50	\$500
Variance - Residential	\$200		
Variance - Commercial	\$200		
Planned Unit Development Preliminary	\$1,000 + plat fees		\$5,000
Final	\$500		\$3,000
Planned Unit Development Amendment	\$250		\$1,000
Determination of Substantially Similar Use	\$200		\$200
Major Site Plan Review	\$500		\$5,000
Preliminary Plat	\$500/+ \$5 per lot		\$5,000
Final Plat – single family	\$500	\$25/lot	\$5,000
Final Plat - other	\$200	\$100/acre	\$5,000
Waiver of Plat	\$300	\$25	
Administrative Subdivision	\$100	\$25/lot	
Street Easement Vacation	\$150	\$50	\$500
Street Dedication	\$150	\$50	
Wetland Conservation Act Certification	\$75		
Wetland Replacement Plan	\$200	\$100/acre	\$2,500
Northwest Area Sketch Plan Review			\$1,000
Northwest Area Environmental Studies Fee	\$80/gross acre		
Abstract Fee	\$46		
Interim Use Permit	\$500		\$1,250
Non Conforming Use Certificate	\$500		\$1,250

(Ord. 1180, 12-10-2007)

Section 4. Effective Date. This Ordinance shall be in full force and effect on January 1, 2020 and after its passage and publication according to law.

Passed this 9th day of December, 2019.

George Tourville, Mayor

ATTEST:

Joe Lynch, Deputy City Clerk