

Inver Grove Heights City Council
Monday, January 27, 2020 at 7:00 p.m.

A G E N D A

1. Call to Order

2. Roll Call

3. Presentations

4. Consent Agenda

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

- A.i.** Minutes from the January 6, 2020 Council Work Session.
- ii.** Minutes from the January 13, 2020 Regular Council Meeting.

- B.** Disbursements for Period Ending January 22, 2020.
- C.** Consider Approval of Rental Licenses.
- D.** Consider Resolution Designating Deputy Clerks to serve on AB Board.
- E.** Consider Resolution Appointing Election Judges for the Presidential Nomination Primary, March 3, 2020.
- F.** Adopt a Resolution Approving the Application for Fiscal Year 2020 Dakota County Community Development Block Grant Funding.
- G.** Confirm and approve personnel actions.
- H.** Consider Resolution Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for Nuisance Abatement 2019.
- I.** Consider Change Order No. 2, Change Order No. 3, Change Order No. 4, Change Order No. 5, Change Order No. 6 and Pay Voucher No. 6 for City Project No. 2015-03 - 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 - NWA Trunk Watermain Improvements, 65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane.
- J.** Consider Final Compensating Change Order No. 4, Final Pay Voucher No. 8, Engineer's final Report, and Resolution Accepting Work for City Project No. 2016-09E - Bancroft Way Area Reconstruction.
- K.** Consider Pay Voucher No. 11 for City Project No. 2017-03 - Watermain Improvements 65th Street Loop and 2017-24 - T.H. 3 Intersection Improvements for 65th Street.
- L.** Consider Final Pay Voucher No. 6, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2018-13 - Public Works Maintenance Facility HVAC Improvements.
- M.** Approve Custom Grading Agreement, Storm Water Facilities Maintenance Agreement and Permanent Utility and Drainage Easement for 3 High Road (S ½ of the SW ¼ of Section 32, Township 28, Range 22, Dakota County, Minnesota).

- N.** Amend Assessment Roll for 2019 Pavement Management Program, City Project No. 2018-09F - 55th Street Court and 55th Street Reconstruction for the Residential Driveway Restoration Program Participation.
- O.** Consider Pay Voucher No. 14 for City Project No. 2015-09D - Broderick Boulevard Reconstruction, City Project No. 2017-21 - VMCC/Golf Course Parking Lots, City Project No. 2018-08 - Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11- Fire Station No. 2 Fiber Optic Improvements.
- P.** Consider Rejection of Bids for VMCC Grove Aquatic Facility Filtration Project.
- Q.** Approve the Law Firm of Zimmerman Reed as Local Counsel for the Coal Tar Litigation (Federal Court Case No. 18-CV-3495).
- R.** Approve Resolution Memorializing The Findings Of Fact And Reasons For Denial Relating To The Requests Of Adams French LLC For A Conditional Use Permit To Allow A Mini-Storage Facility And For A Conditional Use Permit To Allow Impervious Surface To Exceed 25% Within The Shoreland Overlay District Of Simley Lake (City Planning Case No. 19-45C).

5. Public Comment

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

6. Public Hearing

7. Regular

Administration

- A.** Resolution Declaring that No Factual Basis Exists with Respect to Allegations Against City Administrator Joe Lynch.

8. Executive Session

- A.** Closed Session pursuant to Minn. Stat. §13D.05, subd. 3(b), pursuant to the attorney-client privilege for discussion of pending/threatened litigation involving Minnesota Department of Human Rights File No. 69011 and related claims asserted by the claimant.

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 Rebecca Kiernan, City Clerk, at 651.450.2513 or rkiernan@invergroveheights.org.

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, JANUARY 6, 2020 6:00 PM - 8150 BARBARA AVENUE**

A. CALL TO ORDER: The City Council of Inver Grove Heights met in Work Session on Monday, January 6, 2020, in the City Council Chambers. Mayor George Tourville called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

Roll Call: Present were Mayor Tourville; Council Members Piekarski Krech, Perry, Bartholomew, and Dietrich. Staff: City Administrator/Interim Deputy Clerk Joe Lynch, Assistant City Attorney Bridget McCauley Nason, Community Development Director Heather Rand, New Finance Director Amy Hove, New City Clerk Rebecca Kiernan, Associate City Planner Heather Botten, and City Planner Allan Hunting.

City Administrator Joe Lynch stated that new City Clerk Rebecca Kiernan and new Finance Director Amy Hove are in attendance this evening. Full introductions will be made during the Monday, January 13, 2020 City Council Meeting.

Amy Hove introduced herself as the new Finance Director. She stated her former job was with the City of Lake City and prior to that she worked for Goodhue County. She is looking forward to working with the City.

Becky Kiernan introduced herself as the new City Clerk. She stated she has over 19 years of experience with City Government and is looking forward to being the City Clerk.

1) Home Occupation - Heather Botten:

Associate City Planner Heather Botten stated the Home Occupation Ordinance Amendment was discussed at the November Work Session. Since that meeting staff brought a generic Ordinance Amendment to the Planning Commission's Public Hearing in December. The Planning Commission provided a number of text changes and suggestions to allow the use of accessory buildings for home occupations. Staff determined bringing those ideas to the City Council for direction. She stated the next step would be to bring final Code language before the Planning Commission for another Public Hearing.

She stated the city currently allows home occupations that comply with Chapter 10-15-26 of the City Code and includes the following requirements:

- The business only being operated by the people living in the dwelling.
- Only when the business is conducted entirely within the principle structure. Not in attached or detached accessory structures.

She stated at the Public Hearing the Planning Commission recommended approval of a change with the following conditions:

- Have a list of prohibited home occupations that all storage and uses would have to be internal to the accessory structure.
- No outside storage allowed.
- No business signs.
- Engaged only by the people living in the principle structure. No outside employees.
- An Interim Use Permit would be required for all home occupations operated out of the accessory building.
- Home occupations that would be out of the principle structure would remain as it is today, as a permitted use.

Associate City Planner Botten stated staff would like further direction on the following items:

- If they would like to limit the minimum lot size and zoning districts that would allow for the use of accessory structures as home occupations.
- Limit or have a percentage of a maximum square footage or space in an accessory building that could be utilized for business purposes.
- If there should there be noise restrictions. She stated the current Unnecessary Noise Ordinance restricts the operation of power equipment and construction and demolition equipment, between the hours of 10:00 p.m. and 7:00 a.m. on weekdays, and 9:00 p.m. and 7:00 a.m. on weekends. She asked if the Residential Business Ordinance should be more restrictive than the Unnecessary Noise Ordinance.

Associate City Planner Botten stated staff continues to not support the change of a Home Occupation Ordinance to allow the use of accessory buildings for business purposes based off the adverse impacts to neighborhoods and the incompatible land uses. There have been discussions about having that potential change. If that is the case, staff suggests the minimum lot size be at least 2.5 acres and be limited to the agricultural and estate zoning districts. She stated staff would not support having any maximum percentage of space utilized for the business in an accessory building as it could be difficult to enforce and regulate.

Councilmember Bartholomew stated he was concerned about any change and would only support changes that occur in large lots. He commented there are still adverse effects on neighbors. He stated he is leaning towards leaving it as it and going with staff's recommendation of not making any changes at this time. He commented that he would be open to discussion regarding the possibility of lot size and zoning.

Mayor Tourville stated a question has been raised asking if there is a group of people wanting this change to take place. He commented that this could look like they are just trying to do something to do something. Councilmember Piekarski Krech stated people who operate these businesses are not aware that the city could come and shut them down. She commented if enforced and businesses that were operating this way were shut down, there would be a huge outcry. A majority of people doing this don't even know they are out of compliance.

Councilmember Dietrich stated unless the neighbors call and report a violation, the residents she has heard from are the only ones that have neighbors that are complaining. She stated she would like to get feedback from the viewing audience and asked that people email the Council with their thoughts about this.

Councilmember Piekarski Krech asked how this affects daycare homes who have someone coming in and helping them out. She asked if that would be illegal. Associate City Planner Botten responded yes, day cares are a permitted home occupation. There is no special provision to allow them to have an outside employee.

Councilmember Perry agreed with the larger lot sizes and agreed with the need to have a size restriction.

Mayor Tourville asked if there was a lot of feedback from citizens on this topic. Associate City Planner Botten responded no. This stems from a violation from someone who wanted to run their business out of an accessory building. She stated they have not heard from the public about changing the code.

Councilmember Piekarski Krech stated she didn't feel there has been enough publicity about this for people to get a feeling about it. A majority of people do not realize it isn't legal to do some of these things out of their homes, or that there are restrictions. She suggested educating people about the regulation. Mayor Tourville agreed. Councilmember Bartholomew suggested the Communications position could get information out to residents that explains the current Statute and if there are any questions to notify the Council. He suggested the information also be made available on the website.

Associate City Planner Botten clarified what was being requested stating the Council would like to table the Ordinance Amendment. She stated there has been an application in front of the Council from a resident who wanted to operate a business out of his accessory building. She asked if tabling this item would cause the resident to have to stop his business at this time or if it should be considered an allowed use.

Councilmember Bartholomew stated the individual, Mr. Engen, has told the Council that he is not operating a business out of his house at this time, he has a different location. Based off that the individual is in compliance. He stated you can store what you want in your building as long as you are not running a business. He asked if Mr. Engen has made another application. Associate City Planner Botten responded the only application is the original one. The individual has never been told to stop running his business out of the accessory building. Councilmember Bartholomew responded that he thought Mr. Engen was told to stop the business but was allowed to store what he wanted in the accessory building.

City Administrator Joe Lynch responded that was the original enforcement action. He stated discussion was had at Council level to let him continue in that manner while discussion about potential changes to home occupation had been had. Councilmember Bartholomew asked if he was operating a business. City Administrator Lynch responded he has been storing materials in an accessory structure. Previously, he was operating outside, had stockpiles of wood, and was chipping wood. That activity has ceased and gone to wherever he is running his business.

Mayor Tourville stated Mr. Engen could store vehicles in the accessory building but was not advertising an address for a business. Associate City Planner Botten stated there was another request in front of the Council regarding a smaller accessory building that was denied and was told that the individual had to remove.

Councilmember Dietrich asked if he was currently in compliance. Associate City Planner Botten responded she has not been in contact with him. She stated he stores his equipment related to his business in the accessory buildings and comes and goes. Having employees come to that location would be in violation. Councilmember Bartholomew stated storage of equipment is not in violation, which was his interpretation of the Statute. Mayor Tourville suggested there be another visit with Mr. Engen.

Councilmember Piekarski Krech gave an example of owning a dog grooming van. She questioned if that was the address, she uses for her business name, if that wouldn't that be where her business would be located. She stated she could rent a place off site and have the equipment stored there, but the name and address would be the home address. She stated the question could be if operating a business from the home, if that is the address you use, but rent a place somewhere else and park trucks there, but still have some trucks at home. Mayor Tourville stated if clients come to the home everyday for business, then it is being run out of the residence. It becomes an issue of using the home for business.

Councilmember Piekarski Krech asked how to determine what Councilmember Bartholomew has stated. The individual can store his items there, but every morning he gets into the vehicle and drives it out of the premises. Mayor Tourville stated that Councilmember Dietrich made a good point stating people are not coming to this individual with their trees. He stated the point they have seen is that people who are self employed and have their work van for plumbing or electrical work, parks their vehicles at home. He stated we are not against those.

Councilmember Bartholomew stated regardless of where the address is, if you are running a business and people are coming and going, making sales in that building, and have employees coming and grabbing equipment and going, that is a home business. He stated if you have hired employees showing up, that is a violation.

Councilmember Dietrich stated the home office isn't necessarily synonymous with operating out of your home, the two do not run in tandem all of the time.

Associate City Planner Botten summarized what was being requested stating this item would-be put-on hold, information would be put on the website and social media explaining what the current Code is, get feedback, and then decide whether to move forward.

Councilmember Bartholomew asked for clarification on where we stand with storage of equipment and how to define home. Councilmember Perry asked if information could be put in the next Insights newsletter.

2) Mini-Storage Ordinance Revision Discussion - Allan Hunting:

City Planner Allan Hunting stated discussions have taken place between the Planning Commission and the City Council on whether they have enough storage facilities and if they should allow more. There are currently 12 storage facilities spread throughout the city. Councilmember Bartholomew asked if it could be noted where the newest one would be located. City Planner Hunting pointed out Cahill Avenue and 80th Street and stated the area is B-3 zoning. The application for this would be discussed at Monday's City Council Meeting.

City Planner Hunting stated mini storage is a conditional use in the B-3 and I-1 zones and a permitted use in the I-2 district. He displayed maps depicting the locations of the storage facilities stating some are strictly outdoor storage, one is solely indoor storage, and the others are a combination of indoor and outdoor storage. Within the last 25 years 11 of the 12 have been built. He asked the Council if there were concerns, anything they wanted done with the Ordinance, or if any changes needed to be made to the Ordinance. He stated staff is looking for feedback.

Mayor Tourville stated there is a huge difference between a combination indoor/outdoor storage, and/or no outdoor storage. He stated they look into outside storage very seriously in reference to other development. Outdoor storage next to residential is not popular.

Councilmember Piekarski Krech stated there are different types of indoor storage. She commented she believes it is a poor use of developable property in a city and belong in the industrial area, not near residential areas. City Planner Hunting responded the maps shown determine those locations. B-3 is more centrally located, industrial is off toward the perimeters. He stated Council should consider the following:

- If they do not want it in the B-3 district anymore
- Keep them in the other districts
- If there are enough facilities
- If they should still provide some opportunities for them

He stated as his spreadsheet shows, outdoor only storage does not provide much benefit to the city, there is no tax base, and no employment. He stated indoor and climate controlled have a higher valuation. The proposal coming forward has an investment of approximately \$6 million dollars.

Councilmember Bartholomew asked what the McGough property was listed as out by Target. City Planner Hunting responded some is listed as B-3, but the western half of the land was conditionally given a Comprehensive Plan Amendment for high density residential. They retained the commercial eastern half as B-4 PUD. Currently mini storage would not be allowed on any of that property.

Mayor Tourville stated discussions going around town state that a moratorium needs to be placed on all of them. A moratorium cannot be placed on the most recent one because it has already made application. That discussion

will take place at the City Council meeting on Monday. He commented the one off of Rich Valley was questioned about the advantage to Inver Grove Heights. Councilmember Piekarski Krech stated that one was a rezone. She was concerned about allowing it in the B-3 as she didn't believe it was appropriate anymore.

Councilmember Bartholomew stated there is an application in front of the Council and didn't want to taint the discussion to say they want to limit the B-3. He commented that he didn't believe they should have that discussion until they deal with the application on Monday and then come back and revisit what is being discussed.

Mayor Tourville asked if staff has received any phone calls or emails in reference to this item. City Planner Hunting responded they have received nothing beyond the application. He stated this has been driven by the Planning Commission because they asked staff a few months back if there were enough of these type of facilities around. The Planning Commission wanted Council's input on these in general.

Councilmember Piekarski Krech asked how many per capita does a community need, how much are we serving our community by these, and how much are we serving other communities. She questioned putting in fewer desirable things for the city or to hold off so the city can maximize for its residents. Councilmember Bartholomew agreed and stated he didn't want to see covering up the rest of B-3 with things that are lower employment generators. Mayor Tourville stated some businesses may say they pay taxes regardless of who uses the site. Councilmember Piekarski Krech stated with storage they are providing a service for people. It is not a retail store, restaurant, or business providing other amenities to people, it is a place to park a car or trailer. Mayor Tourville stated that involves outdoor storage and is an entirely different discussion.

Councilmember Dietrich stated it would be important for staff to be forthcoming with any applications that come in from today forward to let them know that this discussion is going to be had. City Administrator Lynch stated this item likely won't be discussed until March.

Councilmember Bartholomew asked City Planner Hunting how difficult it would be to get employment figures for the 12 storage areas. Community Development Director Heather Rand responded they could call and survey the businesses to see if they would respond to the question. She stated they could also call some Commercial Real Estate Brokers to see what is going on with current commercial real estate. She commented when she first moved to this community, she felt like there were a lot more storage facilities than she was used to seeing. Due to that, it sparked conversations with the Commercial Real Estate Broker Community and she was told in Minneapolis the storage facilities are referred to as the "next generation" of indoor high-tech state of the art facilities. They are replacing the older generation. She stated the storage facilities with the larger lots and RV's are still out there, but are moving to the exurbs over time. She commented there hasn't been any other commercial real estate activity, other than the newer HyVee stores coming out. She stated for those against commercial storage in a B-3 district, to consider what could go in that area. The commercial real estate market isn't robust in generating new retail opportunities. She stated this isn't the only community that is being approached for these State-of-the-art storage facilities.

Mayor Tourville stated the Business Journal had an article stating that New Gen Storage is coming to urban America. They are not going out into the country; they are coming into the city. He stated they have hit more robust cities such as Minneapolis and St. Paul because some don't have the ability to store items living there.

Councilmember Bartholomew stated there is a finite number of B-3, I-2, and I-1 left, more information is needed between those three places where storage can be accommodated. He stated they need a better understanding

of what the market bears, needs, and what is needed in preparation for the future. He commented if B-3 is hard to fill, that is part of the understanding the Council needs regarding prohibiting or limiting.

Community Development Director Rand summarized what the Council was requesting and stated they were looking for how many people were employed by these locations, and asked that the focus stay in that area in addition to property values. She stated staff can call the 12 locations and see what their predictions or numbers are. Councilmember Bartholomew commented there could be numbers located within their Trade Group.

City Administrator Lynch suggested other data mining not specific to employment but related to land use. He suggested looking into the current total size from a land use that is occupying the B-3 as a percentage. They could find out what it is in neighboring communities, and if we are higher or lower. He stated if the remaining land size is known in the B-3, do they want to continue to keep that as a percentage of the land size remaining, or prefer to increase or lower it. He stated this information may be easier to obtain than employment. Councilmember Bartholomew stated he liked the idea and how it compares to other cities. He commented they don't want to lose the economic impact either. City Administrator Lynch responded they would try to get both.

Mayor Tourville agreed with Councilmember Dietrich's suggestion of telling anyone that comes in that the City Council is taking a look at this topic.

City Planner Hunting stated he had two other Ordinance changes to discuss. One is the Residential Impervious Surface Conditional Use Permit. Each residential property has a limit on the amount of hard surface they can put on the lot. You can exceed that by 10% and would need a Conditional Use Permit and put in raingardens or some other structure. He stated Engineering has worked to fine tune that down to address the process. He stated with all of these that have come through Council and have been approved, this would be a way of avoiding the public hearing process and speeding up the application process for residents. It would be done through an administrative process. He stated these come through with Building Permits, engineering can work with them, and the City Council would still approve the stormwater maintenance agreement on the Council Agenda.

Councilmember Bartholomew stated it goes through the Planning Commission and then before the City Council. City Planner Hunting responded yes. Councilmember Bartholomew asked if the Engineering Department would let the Council know if the CUP is warranted or was acceptable. He asked if this would take outside engineering staff. City Planner Hunting responded staff would be able to do all of these internally. They are typically smaller scale projects that information can be given out to help any resident. He stated exceeding the 10% kicks in the variance and would still need to go through the process.

Councilmember Piekarski Krech asked if there were a few where the neighbors had issues. She was concerned about not having a public hearing and neighbors not knowing. City Planner Hunting responded about one that was unrelated to hard surface and had to do with noise. Councilmember Piekarski Krech wanted to make sure we do not get into drainage issues on neighbor properties. City Planner Hunting responded that engineering has not encountered any issues so they are trying to do this as a way to speed up the process.

City Administrator Lynch stated this is only for those that fit within the requirement. City Planner Hunting agreed and stated they fit within the 10%. If someone needed to go further than that they wouldn't remove the variance. That would still go before the Planning Commission and the City Council.

Councilmember Bartholomew asked what the current process and notification was for abutting properties. He asked if they would keep the notification process even if they don't go to a public hearing. City Planner Hunting responded they could keep the notification process with concerns being addressed by engineering.

City Administrator Lynch stated they would proceed in the direction of making it an administrative review and would have to change the Ordinance. City Planner Hunting agreed and stated they would place wording about a mail notice procedure and that they should respond within 10 days to keep the permit process moving along.

City Planner Hunting stated the Accessory Structure Exterior Materials Ordinance has been in place longer. There was always concern about the quality of the older pole barn exterior. The Code says you can have a pole construction barn with vertical sheet metal siding, but needed Council approval. All of those have been approved with the Code included specific criteria. People now bring in more information on what they are using and the quality standards on those items have improved. He stated this would be another example of something coming in through the Building Permit process, it still goes through a review process. If it met the same criteria, staff would be able to sign off on that as part of the Building Permit process. They would keep the same standards, but shorten the review process.

Councilmember Bartholomew asked if the application is very clear based on what the standard is for siding. City Planner Hunting responded yes; specific criteria is listed in the Zoning Ordinance. He stated they would move forward with those changes and bring it before the Planning Commission with a Public Hearing, and then bring it before the City Council.

City Administrator Lynch asked under home occupations, if Council wanted them to say anything that people can react to. He stated the question could arise asking what is being proposed as a change. Councilmember Bartholomew stated he wanted people to understand there is a Home Occupation Ordinance, what it is, and that it would be enforced. City Administrator Lynch stated they could list current conditions. Councilmember Bartholomew stated we are contemplating changes but do not know what they are at this time. He stated input is valued, if you want changes, or see value to changes, what are they.

Councilmember Piekarski Krech stated there has been a request to have it changed and then list what is being requested so people know what they are looking at when they react. Councilmember Bartholomew agreed that was a good point. City Administrator Lynch summarized what was proposed was for Ag and Estate only, minimum lot size of 2.5 acres, and it would be an Interim Use Permit. He asked if that information should be listed or if it should be open ended.

Councilmember Perry stated she watched the Planning Commission meeting. They were not in favor of the Interim Use, but wanted to move toward licensing, which potentially changes the home occupation. Community Development Director Rand responded it was discussed both ways. She stated there was talk of licensing, but then there was talk of possibly needing additional staff, so it was decided to leave it up to City Council and staff to discuss.

Mayor Tourville suggested they ask for thoughts and opinions. City Administrator Lynch asked if people should contact the Council. Mayor Tourville responded it would be better to contact staff with ideas. Councilmember Bartholomew stated they could list that they are contemplating lot size. Councilmember Piekarski Krech suggested use of an accessory structure. Councilmember Dietrich stated she didn't want to incur any more staff time and offered people the chance to contact her. Councilmember Bartholomew suggested if any of the Council Members are contacted to forward that information along to staff. Mayor Tourville suggested the questions be directed to Community Development Director Heather Rand, or to the appropriate department. Councilmember Bartholomew suggested including the City Council. City Administrator Lynch responded they would do both.

B. ADJOURN:

Mayor Tourville stated the next regular City Council Meeting will take place on Monday, January 13, 2020. Town Hall Meetings will take place during the second meeting of the month at 6:00 p.m. The first topic is Administration.

Motion by Dietrich second by Perry to adjourn the meeting at 7:05 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JANUARY 13, 2020 - 7:00 P.M. - 8150 BARBARA AVENUE.**

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, January 13, 2020, 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: Council Members Piekarski Krech, Bartholomew, Perry, and Dietrich; City Administrator Lynch, City Attorney Kuntz, Community Development Director Rand, Public Works Director Thureen, City Clerk Kiernan, Finance Director Hove, Police Commander Haugland, City Planner Hunting, and City Engineer Kaldunski.

3. PRESENTATIONS:

Introduction of the Finance Director, Amy Hove.

Introduction of the City Clerk, Rebecca (Becky) Kiernan.

City Administrator Joe Lynch introduced new Finance Director Amy Hove stating she is from Red Wing, Minnesota and holds a Bachelor's Degree from Luther College. She has over 20 years of experience in Government Finance. Her most recent position was as Finance Director in the City of Lake City, Minnesota, and prior to that was a Finance Controller for Goodhue County. He stated with both those positions she was responsible for audit and financial statement preparation, investments, operating capital budget, debt management, and supervised and coordinated all property tax and Election activities.

Finance Director Amy Hove introduced herself and stated she is glad to be here and that it has been a great beginning to her second week. The Auditors were in to do preliminary work today, she is learning a lot and excited to be here.

City Administrator Lynch introduced new City Clerk Rebecca (Becky) Kiernan stating she comes to the city with 19 years of local Government experience. For six years she worked for Dakota County Elections, worked four years for the City of Fridley in the City Clerk's office, and has more than nine years experience working for the City of Lakeville in both the City Clerk's office and the Engineering Department. He stated she has many hobbies including stained glass projects, crocheting, knitting, is an avid reader, snow shoes, snowmobiling, four wheeling, and spending time with her Grandson.

Rebecca Kiernan introduced herself stating she has learned a lot in the last month she has been here and enjoys being here.

4. CONSENT AGENDA:

- A.**
 - i. Minutes from the November 25, 2019 Regular Council Meeting.
 - ii. Minutes from the December 2, 2019 Work Session Meeting.
 - iii. Minutes from the December 9, 2019 Regular Council Meeting.
- B.** Disbursements for Period Ending January 8, 2020. **Resolution 2020-01.**
- C.** Request for Approval of Rental Housing Licenses.
- D.** Consider Approving 2020 Acting Mayor. **(Piekarski Krech).**
- E.** Consider Approving 2020 Official Depositories.
- F.** Consider Authorizing Electronic Fund Transfers (EFT). **Resolution 2020-02.**
- G.** Consider Approving 2020 City's Official Newspaper for Publication.
- H.** Appoint Deputy Weed Inspector for 2020 Brian Swoboda.
- I.** Approve Operating Manager David Scott Faulhaber for Cub Foods at 7850 Cahill Avenue.

- J. Approve Operating Managers Kevin Gwaltney Wills and Aaron Axel Anderson for Pilot Travel Center at 11650 Courthouse Blvd.
- K. Approve Operating Manager Robert Garagiola for Speedway #4411 at 7501 Concord Blvd.
- L. Approve Operating Manager Antonio Vashawn Bennet for Speedway #4548 at 5728 Bishop Ave.
- M. Approve Operating Manager Steven Arndt Morris for Speedway #4411 at 7501 Concord Blvd & #4548 at 5728 Bishop Ave.
- N. Approve Consider Approval of Individual Massage Therapist License for Jonathan Barkalow at Inver Grove Chiropractic, 2940 65th Street E.
- O. Confirm and approve personnel actions.
- P. Approve the appointment of Kathy Fischer to the position of Administrative Support Specialist.
- Q. Approve the appointment of Cora Bauer Henkemeyer to the position of Human Resources Coordinator.
- R. Accept Final 2019 Donations & Grants for Various Parks and Recreation Programs.
- S. Consider Approval of American with Disabilities Policies.
- T. Approve **Resolution 2020-03** approving an amendment to the development contract for the plat of Inverpoint Business Park.
- U. Consider Approval of 2020 Sentence to Serve Contract.
- V. Approve a renewed Joint Powers Agreement with Dakota County for Emergency Management Services.
- W. Recognize the plan update of the City of Inver Grove Heights Emergency Operation Plan (EOP).
- Resolution 2020-04.**
- X. Request approval of the authorized Change Order #18, Change Order #19, Change Order #20, and Change Order #21 for Project 2014-10 Fire Station #2 New Construction.
- Y. Request approval of the Pay Application #13 for \$359,214.04 to Jorgenson Construction for Project 2014-10 Fire Station #2 New Construction.
- Z. Consider Disposal of City-Owned Assets.
- AA. Consider **Resolution 2020-05** Accepting a Professional Services Proposal for the Ace in the Hole Sanitary Sewer Study.
- BB. Consider **Resolution 2020-06** Accepting a Proposal for Conceptual Engineering and Planning Services for Property at the Northeast Quadrant of 65th Street and T.H. 3.
- CC. Consider **Resolution 2020-07** Accepting Proposal for Stormwater Plan Review Services from Barr Engineering Co. for a Housing Development Project at 9697 Inver Grove Trail.
- DD. Consider a **Resolution 2020-08** Approving Final Plans and Specifications and Authorizing Advertisement for Bids for the 2020 Pavement Management Program, City Project No. 2019-09D – 64th Street Area Improvements.
- EE. Consider **Resolutions 2020-09** Accepting Proposal for Geotechnical Services from American Engineering Testing, Inc. (AET) for City Project No. 2016-09G – 60th Street, 62nd Street and Bacon Avenue Improvements.
- FF. Consider a **Resolution 2020-10** approving Final Plans and Specifications and Authorizing Advertisement for Bids for the 2020 Pavement Management Program, City Project No. 2016-09G – 60th Street, 62nd Street and Bacon Ave Improvements.
- GG. Proposals and Award Contract for Resurfacing Floors in Three Areas of the Water Treatment Plant.
- HH. Approve Purchase of Capital Equipment.

Councilmember Bartholomew requested pulling Agenda Item 4D. Councilmember Dietrich requested pulling Agenda Item 4P. Councilmember Perry requested pulling Agenda Item 4Q.

Motion by Bartholomew second by Perry to approve the Consent Agenda with the exception of Agenda Items 4D, P, and Q.

Ayes: 5

Nays: 0 Motion carried.

Agenda Item 4D. Consider Approving 2020 Acting Mayor.

Councilmember Bartholomew stated he pulled Agenda Item 4D because the individual chosen for Acting Mayor should be named. He stated it has been Councilmember Piekarski Krech.

Motion by Bartholomew second by Dietrich to consider Councilmember Piekarski Krech as 2020 Acting Mayor.

Ayes: 5

Nays: 0 Motion carried.

Agenda Item 4P. Approve the appointment of Kathy Fischer to the position of Administrative Support Specialist.

Councilmember Dietrich stated she didn't see any compelling reason as to why the City Administrator needed the position of Administrative Support Specialist filled.

Agenda Item 4Q. Approve the appointment of Cora Bauer Henkemeyer to the position of Human Resources Coordinator.

Councilmember Perry stated she pulled Agenda Item 4Q to discuss both appointments. She commented she was disappointed that external candidates were not an option, it was her understanding that filling a position included both internal and external candidates. She asked why this was not done for these positions. City Administrator Lynch responded contractually with the Unions, if there are qualified personnel within the city, first, an internal review is done as long as there are candidates that meet the minimum qualifications. He stated it is policy and practice to try to promote people from within. That was the case with the Human Resources Coordinator position, it is an individual who has a degree in HR.

Councilmember Piekarski Krech agreed with Councilmember Perry and stated she didn't recall in recent years a hire that wasn't also done externally. She stated this does not say the individuals are not qualified, it is to say they have done the broadest most robust search there is and have done their due diligence. City Administrator Lynch responded most of those positions have not been Union positions, they were non-Union and high profile. These were Union positions and done contractually internally. Councilmember Piekarski Krech asked how the Community Center positions were done and if they were broadly advertised. City Administrator Lynch responded if there are not people within the organization that meet those qualifications, they look within first. He stated they stated they try to practice promoting from within if they meet the minimum qualifications.

Mayor Tourville stated that was a good practice and a part of the Contract. The other positions were filled from the outside because as a group, that was what was decided. Councilmember Perry stated she wasn't opposed to the two positions, but wanted to know.

Councilmember Bartholomew asked if the positions were posted on the city website. City Administrator Lynch responded he did not know about the website, but knew it had to be posted on the employee bulletin boards and that the Union needs to be notified of the openings. Councilmember Bartholomew asked if they could be posted on the website in the future whether it is Union or not so the public can see there is a job opening.

Motion by Bartholomew second by Perry to approve Agenda Item 4P. for the appointment of Kathy Fischer to the position of Administrative Support Specialist.

Ayes: 4

Nays: 1 (Dietrich) Motion carried.

Motion by Perry second by Dietrich to approve Agenda Item 4Q. for the appointment of Cora Bauer Henkemeyer to the position of Human Resources Coordinator.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Dietrich congratulated Cora Bauer Henkemeyer (in the audience) for her position. Mayor Tourville congratulated both Kathy and Cora on their new positions.

5. PUBLIC COMMENT:

Vicki Vars, 8755 Coffman Path, Representative of the Arbor Pointe Master Association, provided copies of a letter to the Council that was previously sent to them on October 7, 2019. The letter asks that the city take over the emptying of two trash receptacles at two locations along the public trail that runs through the Arbor Pointe Community. She commented that the only person to respond to the letter was the Mayor, who said he would pass the information along to Eric Carlson. She stated that Mr. Carlson did respond, but responded with the same response he made when he was contacted in July.

She stated the Master Association is aware of their responsibility to ensure that pet waste and other debris doesn't make it into the ponds. The city is responsible for trash receptacles in city parks, including Arbor Pointe Park located on the corner of Cahill and Brooks Avenues. She stated the two trash receptacles are located on city owned property in high profile areas, one adjacent to the gazebo, the other on Concord Boulevard. She requested the city look into this matter.

Ms. Vars provided background stating years ago with city approval, the Master Association installed the trash receptacles and paid for weekly emptying. In 2019 the trash hauler, Berquist and Sons, was acquired by Waste Management, who declined to service the containers. Other companies were contacted but only one would take over the waste removal at twice the expense it was previously. She stated they were hoping the Council will look into the issue.

Councilmember Piekarski Krech asked why they were installed. Ms. Vars responded the Association felt there was a need, a lot of the pet waste was collected in bags and thrown into the ponds. She stated they obtained the cans in 2003 but is now a large expense.

Mayor Tourville requested finding out what the cost would be to add this to the city's system. He stated he has noticed city trucks along the trails who may have picked up the trash which comes to City Hall. He stated it is a public trail, it made sense to look into having the city do it.

City Administrator Lynch asked if the receptacles were owned by the Homeowners Associations and if they are, if they were willing to donate them to the city. Ms. Vars responded they are owned by the Association, and are willing to donate them to the city. City Administrator Lynch stated a letter would be needed to state the fact that they are donating the receptacles to the city. Ms. Vars responded the Board meets on Wednesday and she would discuss the letter then.

Katherine McLean, Ashwood Ponds, asked what the process would be if the city would become a city that has no plastic bags and Styrofoam take out containers. She asked if the city has taken steps in that direction and if they have, who the contact person would be. She offered to help and could help find volunteers. Mayor Tourville responded the city has not looked into mandating it, but some restaurants have already done it. He suggested putting a group together and going before the Environmental Commission to see what the thoughts are within the community. City Administrator Lynch suggested starting with the Environmental Specialist, Ally Sutherland. He would provide her contact information. He stated Environmental Specialist Sutherland is the liaison between the Environmental Commission and could communicate meeting information. Employee contact information can also be found on the city website.

6. PUBLIC HEARING:

A. Public Hearing to Consider New Club Officer Robert Wayne Currence Sr. for Moose Lodge #1088 at 5927 Concord Blvd.

City Clerk Rebecca Kiernan stated that Mr. Currence had requested being a replacement officer for the Moose Lodge in December. He has applied for the necessary paperwork and the Police Department conducted a background investigation and found no basis for denial. Staff recommends approval.

Robert Wayne Currence, Sr. introduced himself and stated he received late notice on the information.

Motion by Dietrich second by Perry to close the Public Hearing at 7:29PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Perry second by Piekarski Krech to approve Public Hearing to Consider New Club Officer Robert Wayne Currence Sr. for Moose Lodge #1088 at 5927 Concord Blvd.

Ayes: 5

Nays: 0 Motion carried.

B. Public Hearing to Consider the application of an On-Sale, 2 am Liquor, and Sunday Liquor License for Mallards IGH LLC for the premises located at 5681 Blaine Ave (Located in Inver Grove Marketplace III).

City Clerk Kiernan stated the applicant applied in December. The Police Department conducted the background investigation and found no basis for denial. Staff recommends approval of both licenses. She stated issuance would be dependent on fulfilling the duties through the Minnesota Alcohol & Gambling Enforcement Division, and the satisfactory inspections and approvals from the Fire and Building Departments.

David Suddath introduced himself to the Council and stated they hope to open at the end of February. They are located near Gertens.

Motion by Piekarski Krech second by Perry to close the Public Hearing at 7:32PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Perry to approve Public Hearing to Consider the application of an On-Sale, 2 am Liquor, and Sunday Liquor License for Mallards IGH LLC for the premises located at 5681 Blaine Ave (Located in Inver Grove Marketplace III).

Ayes: 5

Nays: 0 Motion carried.

C. Public Hearing to Consider the application of a Temporary 1 to 4-day Liquor License for Church of St. Patrick for the premises located at 3535 72nd Street E.

City Clerk Kiernan stated application was received for the Best Foundation Charity Fundraiser that takes place on February 15th at St. Patrick's. Information will be submitted to the Minnesota Alcohol & Gambling Enforcement Division for approval.

Cindy Reckinger, Parish Administrator at St. Patrick's Church, stated the Church rents out of the hall and the Best Foundation uses the location for the Best Foundation Annual Scholarships. The request is for a

one-day permit to sell liquor at their fundraiser. She stated being the property owners, they apply for the Permit and give it to the Best Foundation who covers the cost of it.

Motion by Dietrich second by Perry to close the Public Hearing at 7:35PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Perry second by Piekarski Krech to approve Public Hearing to Consider the application of a Temporary 1 to 4-day Liquor License for Church of St. Patrick for the premises located at 3535 72nd Street E.

Councilmember Bartholomew asked if the request was for one day or one to four days. City Clerk Kiernan responded it is for one day.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

POLICE:

A. Consider Second Reading of Massage Licensing Amendments.

Police Commander Dennis Haugland discussed the second reading of the massage licensing requirements stating there are changes from the first reading. He has met with numerous massage therapists and business owners to discuss proposed requirements and any issues they noticed based on their business. Information from phone calls and emails will be shared. He stated he sent out the amendments and changes to the Ordinance to each massage therapist and business owner. Phone calls and emails were received with questions.

He discussed the following changes:

- The first change falls under the Denial Suspension and Revocation of the Ordinance. #15: The applicant or holder has to live within 150 miles of the business/premises where therapeutic massage services are being provided.
- #16: The applicant must live within a 150-mile radius to the business.
- #17: The license or employees or agents refusing to allow an inspection is a reason for denial, revocation, or suspension.
- Under inspections, language was removed regarding inspection of records and tax returns after discussions with the City Attorney. It would be more in line of needing a search warrant than be based off a City Ordinance during an inspection.
- Section 9 removes the language under the age of 18 would not be permitted on site unless accompanied by a parent or guardian. He stated the city has some places that do hairstyling and offers massages. If someone aged 16 or 17 wanted to get their hair done, they would need to have a parent accompany them.

Councilmember Bartholomew asked if it takes out the age 18 requirement. Police Commander Haugland responded that was correct.

Police Commander Haugland discussed Section 10 about doors, latches, and locks and stated he learned during site visits and discussions that there may be only one or two people working at a location. For their safety it would be necessary to allow them to lock doors. He stated a few locations he visited had a single room with a partition where the massage would take place, the ability to not lock the door could allow others to walk in on someone having a massage. He stated he worked with the Assistant City Attorney Nason to craft language that would allow a sole therapist to lock the doors, but all other situations would not be able to do that.

Councilmember Bartholomew asked if they provide for a manner to answer the door if Authority is at the door and it is locked. He asked if there is a requirement that they have to answer the door. Police Commander Haugland responded they did not address that but is something he can review. Mayor Tourville stated locking the doors has created issues in the past. He asked if other cities follow that. He stated Doctor's offices are not allowed to lock the door and questioned how massages were considered different. Police Commander Haugland responded in speaking with massage therapists and business owners, a larger type spa is easier because there are multiple people there, smaller units don't have that option based on the rooms they rent. Councilmember Piekarski Krech commented based off being a client of one massage therapist in a room and the only person there, she would personally prefer to have that door locked because anyone can walk in. She stated a Doctor's office would have a nurse.

Mayor Tourville stated they could be discussing two different things. The outside door lock or the room lock. Police Commander Haugland stated sometimes the outside door is the only door to the business. Councilmember Dietrich stated her concern was that it wasn't prohibitive to Officers to gain access to the buildings. Police Commander Haugland responded he could look into that and see what they can do for answering the door. Councilmember Piekarski Krech asked if they could do something similar to when they do a building permit and say this business has a license to open, but states city staff has the right to access the facility to do an inspection at any time. She asked if that wouldn't be justification for a Police Officer to go in at any time and if that language could be put in. Police Commander Haugland responded the inspection clause is within the Ordinance, but he could look into if it would be covered. Mayor Tourville stated that a problem is created when they lock that front door, they may have to have a panic bar on the door so that the door can be opened from the inside to get to the outside. A lot of businesses wouldn't have that. He stated landlords would have to put that in so if there is an emergency you are not looking for keys to get the door open. Police Commander Haugland stated he would look into more information for that and come up with something that will work for Police and business owners.

Police Commander Haugland discussed Section 11 where it references massages being offered at a certain location no more than 12 days per calendar year. He stated this was a change to the current language. This pertains to going out and doing chair massages and can only be done 12 times per year.

He discussed the following items:

- Food preparation language on premise. This would spell out that they have to use an area designated for food preparation and have obtained a permit that states where it is being handled. During a previous investigation this was not being done properly. The language will be looked into and cleaned up to be less confusing for business owners.
- Licensing renewal. Requires both licenses be renewed, the massage therapist license and a massage business holder license. He stated it was suggested there be a price break for both as it is not a business-friendly model.
- Posting requirements. States it should be prominently displayed in the lobby of the business. He stated the problem with that is that there are five different therapists working at a location and each have their own individual massage therapist licenses and offer different things and different rates. It was asked how that could be done throughout the lobby. He stated clarification was requested and to have possible changes to where it would need to be posted. He commented that he has spoken with the Assistant City Attorney about this and would be looking into the requirement and where they should be posted.

Councilmember Piekarski Krech stated hair salons have people renting chairs and each stylist has their own license displayed in their space. She asked if there was rationale as to why it has to be posted in the lobby. Police Commander Haugland responded he wasn't sure why it had to be posted in the lobby, but would discuss it further with the Assistant City Attorney. He stated he didn't feel it needed to be in the lobby and that maybe the massage business license and the massage therapy license be posted before going into a massage room.

Councilmember Bartholomew stated he was concerned about the age and that it wasn't quite clear. It says that anyone under the age of 18 can be on the premise. He asked if it permits anyone under the age of 18 to get a massage if they are a minor and by themselves, and if that was being contemplated. Police Commander Haugland responded he would look into if they wanted to get a massage and were under 18 if they would need a parent or guardian note. If they are going to the place for anything other than a massage it is ok. Councilmember Bartholomew asked if the note requirement was called out in this Ordinance. Police Commander Haugland responded it is not currently included. Councilmember Bartholomew commented that age is an issue for him. You have to be 21 to buy cigarettes. He requested there be further clarity on age. Police Commander Haugland stated the Cities of Edina, Eagan, and Woodbury have nothing in their Ordinances to prohibit anyone under the age of 18. Councilmember Piekarski Krech stated we have not caught up with where the business is these days, there are holistic and chiropractic differences now. She stated children also receive this type of service.

Mayor Tourville asked about the cities that do not have an age limit. Police Commander Haugland responded Minneapolis allows 18-year-old on the premise, but under 18 cannot work for the business or obtain massage services without written parent/guardian consent. He stated they could go a similar route as Minneapolis, or have the parent/guardian with to receive a massage if under the age of 18. Councilmember Bartholomew stated it was worth discussing. Mayor Tourville suggested a form be filled out by the parent rather than just a signed note.

Jean Fox, Massage Therapist, stated in the State of Minnesota massage is not a licensed practice. She suggested the requirements for what is allowed for people to practice in the area be looked into. She stated there are different types of massage, some can even go to a weekend seminar and become a massage therapist. The ones that have a substantial amount of training and education are the ones that are going to protect the citizens, they have the education and hours behind them. She stated to have a business license, there is a difference between a massage license and a business license. Her business license gives her the privilege to practice her art in this city. She stated she works at the facility that Police Commander Haugland mentioned earlier where there are a number of therapists. It is advantageous to have the information in their rooms because the front desk isn't capable of answering questions when people come in. She stated it is wise to have stipulations for those 18 and under. When she was trained in school you needed to have the parent there or consent. The first time the parent needed to be there to have a good relationship.

Mayor Tourville asked Ms. Fox if she has read the second reading and if it had addressed any questions she had. Ms. Fox responded yes and stated the items being investigated further are prudent. She asked why there was a limit to the number of chair massages. Police Commander Haugland responded that was part of the existing language in the Ordinance. The number was raised from 10 to 12. He stated he wasn't a part of the conversation for the change and didn't know the background. Ms. Fox stated that 10 seemed ridiculous and 12 seemed limiting. More businesses are asking massage therapists to bring their chairs in and provide chair massages to their employees. Limiting that to 12 would be once a month to the employees at that location, that limits something that is beneficial. Councilmember Piekarski Krech questioned if practicing in Inver Grove, and doing chair massages in Eagan, or if you live in Eagan, and do chair massages in Inver Grove, if this affected the number of 12 and if there was control over that. Ms. Fox responded you have to come under the jurisdiction of each city in which you work. She stated she worked at three locations and Minneapolis did not require any type of business license to work there. In Woodbury she worked under the doctor's license. It depends on the city.

Councilmember Bartholomew asked Ms. Fox what an acceptable number would be for temporary massages. Ms. Fox asked why they call it temporary. She stated chair massages are a different type of massage for a short time per person. It's not temporary, most have businesses they come from to offer them. Councilmember Piekarski Krech suggested looking into chair massages where people do not take clothing off, and if that differs.

Councilmember Perry asked if there was a section specific to chair massage. For example, someone who is homebound and has to have massages in their home twice a month. She asked if this would limit them to having them only once a month. She asked if this included chair or regular massages. Police Commander Haugland responded it falls under 4-8-1, 6C. Persons or Organizations providing temporary massage services such as chair massages provided the following requirements are met. The requirement falls under this category for more than 12 days per calendar year.

City Attorney Tim Kuntz stated the packet contains a memo from Attorney Bridget Nason showing the itemized changes in Ordinance form, and the reproduction of the Ordinance itself showing changes. Pages 3 and 4 of that document address exceptions such as temporary and chair massages.

Mayor Tourville stated he understood the point Councilmember Perry made about the number of times. He suggested looking further into that number. Police Commander Haugland responded he would look into the number of times and what other surrounding cities have with massage licensing.

Mayor Tourville stated that Ms. Fox would know better about massage therapy than most. He stated there were numerous hearings within the Legislature about them. Ms. Fox stated when first applying to be a licensed State, they went under the chiropractic umbrella, which was not always agreed upon. Other avenues were tried but were unsuccessful. She stated Minnesota is one of three States that do not have licensure. It is challenging and difficult to regulate. She stated there are people doing massages on people that shouldn't be. She suggested training and education be looked into on the initial application and if they are aware who they should and shouldn't be doing massages on.

Motion by Piekarski Krech second by Dietrich to approve Consider Second Reading of Massage Licensing Amendments.

Ayes: 5

Nays: 0 Motion carried.

COMMUNITY DEVELOPMENT:

B. 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.**

City Planner Allan Hunting displayed a map of the property location and stated the property is zoned B-3. This is a two-part request for a Conditional Use Permit for mini storage and a Conditional Use Permit to exceed 25% in the shoreland overlay district. The applicant is proposing a three-story climate controlled indoor storage facility. He stated the total size would be 105,000 square feet. There is one entrance point, circulation around the building, a covered entry way on the side, and individual garage doors leading to units from the outside. The property is zoned B-3 General Business, mini storage is a Conditional Use Permit in that district, and the property is in the shoreland overlay district of Simley Lake. He stated within the district it is allowed to exceed the required 25% impervious surface with a Conditional Use Permit provided the city has a stormwater management plan and there is an approved stormwater plan for the project. He stated the project complies with the setbacks, access location, landscaping, building height, lighting, and building materials for the B-3 district. The drainage pattern has it draining to the west toward South Valley Park. The total impervious surface proposed is 41.7%. He stated engineering has reviewed this and is fine with the stormwater management plan proposed. The DNR reviewed the project and have no issues with the request.

He stated the Planning Commission held a public hearing and had concerns with the building materials, the use, and the location. Since that time, the applicant provided a revised elevation plan. He stated the Applicant toned down the colors and added more brick and earth tone types around the building. It is still

a three-story building. Staff recommends approval of the project as presented. The Planning Commission recommended denial of the request due to concerns about the aesthetics of the building, the use, and commercial area.

Councilmember Bartholomew asked if this was located within the airport overlay. City Planner Hunting responded it is not in the airport overlay.

Mayor Tourville asked if the Simley overlay stormwater pond area was more restrictive than other parts of the city in relationship to impervious surface. City Planner Hunting responded it was more restrictive because it is 25%, other commercial or industrial zones do not have an impervious surface maximum. He displayed an aerial photo of the location and stated the Council has approved other Conditional Use Permits for impervious surface for other projects in the area. It is not an unusual request in this area as it has been approved before.

Max French, Develop Manager for Adams French Property, stated they are seeking a Conditional Use Permit in two parts for development of a 105,000-foot three story self-storage building that will be fully climate controlled and state of the art. The 3.8-acre parcel located at 7855 Cahill Avenue has been vacant for a number of years and has been challenged with topography, use, and environmental issues with the soil. He stated they are proposing a solution to the site they believe viable. It is a needed use in an under served community.

He stated when looking at new sites and new cities they look at a study based on a three-mile radius. Within three miles of the site there are 40,000 people, and three facilities within the three-mile area for self-storage. That makes up about 3.6 square feet per person, the national supply/demand for the self-storage industry is 7.5 square feet per person. He stated this represents about 150,000 square feet of unmet demand for storage, and are proposing to fill 77,000 rentable square feet that would be climate controlled.

Mr. French stated Adams French Property is committed to investing over \$6 million dollars with this project in this community and would increase the overall tax base. The facility is state of the art with a modern design and redefines what most think self-storage to be. This is meant to mimic the surrounding retail and the quality of the community they are investing in.

He stated self-storage is an extremely low traffic operation. A study was done and estimated approximately 51 visits per day, with parking to accommodate. It is a quiet use, there is a drive thru tunnel for customers to get out of the weather and to be screened from the rest of the community. He stated they were denied in the Planning Commission, but took steps to address the concerns with the design of the building and the look.

Steve Oliver, Architect, Mohagen/Hansen Architects, displayed an image of the project and stated it is a more modern clean look and has a different color palette along with more glass. They do it in a way to create an attractive building and reinforces the building functions. He discussed the various sides of the building stating the back of the building has drive up direct access units. Those units are an asset to, for example, contractors who may not have a place of business to store their materials and can use this space. The south side has similar drive up units.

Councilmember Bartholomew asked to have our Engineer speak about stormwater management. He stated he appreciated the photos displayed and the attempt to fit into the neighborhood with the brick and earth tones.

Matt Pavek, Engineer with Civil Site Group, stated there is underwater stormwater tanks that are sized to exceed city standards, collect and retain stormwater, and discharge it to the northwest. Councilmember Bartholomew asked if it percolates through. Mr. Pavek responded it is designed to have an infiltration element in the bottom, the first inch of run off goes into the system and soaks into the ground. Anything

exceeding that is controlled for rate and discharged to the northwest. Councilmember Bartholomew asked where it goes from there. Mr. Pavek responded it is piped to the basin to the northwest. Councilmember Piekarski Krech asked how that affects the park property. Mr. Pavek responded it is right on the edge and comes through with minimal impact, there is a restoration plan.

Councilmember Bartholomew asked City Engineer Tom Kaldunski to speak about where the water ends up and commented that he was concerned about water in the park. City Engineer Kaldunski responded this is a very good plan and that they have done some of the items they have asked to do. The tanks on site are like an underground pond, usually there are above ground ponds, this is a structure under the pavement that can hold the water. This is similar to the underground pond at Cameron's Liquor Store on Concord Boulevard. He stated the existing site sends water to the north and routes it down to the same location where the water would be going to now. This takes the water off of the property to the north, contains it in their system with a storm sewer going down to the bottom of the valley. This reduces erosion occurring at the site today. Councilmember Piekarski Krech asked if it would be filtered. City Engineer Kaldunski responded yes. He stated the city trail is located in the area and would have to have a small portion of that trail cut out as they put the pipe in. He commented this is a good plan and are very happy with what they are proposing.

Mayor Tourville asked Mr. French what the estimate of valuation was between the land and building. Mr. French responded they are estimating between \$6 and \$7 million dollars.

Councilmember Piekarski Krech started that Cahill is supposed to be the main street, as the former Mayor designated, the jewel of the city. She stated the building is beautiful and has nothing against it. She questioned putting a storage facility on what is supposed to be the jewel of main street. She stated that is her only problem with this. She commented she was not familiar with other cities that have a storage facility on their main street. Mr. French responded it is a destination use and compliments retail. For them, this is an ideal site. He stated 60% to 70% of their users are residential users, this is a city that would have several residential users and use the units for higher quality goods and items. It is a convenience factor to some. He stated they are providing the next generation of storage facility for the town. He stated they are pleased with how the architect has designed it and believe it is a compliment to the retail across the street.

Mayor Tourville stated the location has been for sale for a long time. There have been various things looking at it but nothing has happened recently. He asked what could go in that location that is better or more appealing. He thanked them for changing the looks of the building. Councilmember Bartholomew stated this isn't typical storage, it looks nice, will add velocity and trips to the area. He stated this was a fit in his opinion, the building looks nice, it will have traffic to draw people into the area and draw them into the other retail spots. He commended the company for coming in with a better plan than what came in through the Planning Commission.

Kevin, Goettl, RE/MAX Results, stated he is marketing the property along with Dave Giblin, who is also in attendance. They both marketed this property heavily. They went after buyers, coffee shops, fast food, builders, and affordable housing, and have been turned down over and over again. He stated the storage facility found them. Councilmember Piekarski Krech asked what some of the reasons were that they were turned down. Mr. Goettl responded they are in a three-sided market. With office or retail, there are already a lot of vacancies for that so they turned to residential, which is a different usage than zoned for. None of the builders based on the lay of the land and topography were interested.

Councilmember Bartholomew asked about the topography. Mr. Goettl responded there is a lot of retaining walls that are adding expense. Councilmember Bartholomew asked if there was an opportunity to put some type of office space for rental within this facility. Mr. French responded there is an office space in there for their own self-storage use. He stated they do fully self-storage opportunities and felt it was a good fit for the town. Councilmember Bartholomew commented that some past business models had

mixed use with small offices within the storage areas. Mr. French responded they have done that before with a few projects, but it didn't work out well. Self-storage seemed to be the needed use. Mayor Tourville stated the Twin Cities market looked at storage coming to the urban area because the real estate market was changing. The retail market is changing. He stated he was concerned about the stormwater with this project. It would need to be addressed no matter who goes in there and it will be done first class underground with this project. He stated this may spur retail and other traffic.

Councilmember Perry asked City Engineer Kaldunski asked about the pipes that would go underneath the trail in the park. She commented there have been larger storms lately, and asked what the likelihood that the trail would be covered like the one that cannot be used at City Hall. City Engineer Kaldunski responded they are designing a pond that is supposed to handle their flow from a 100-year event. In our community that is a 7.4-inch rainstorm. The outfall from that should cover that type of flow. An event greater than that would come from the emergency overflows, but the likelihood is relatively small. There could be other issues from other points on the switchback of the trail than there would be from this facility. He stated there is still an old ravine there, some water may go that route. He stated he didn't see a significant impact to the trail, other than cutting the hole. They are putting a catch basin to pick up some of the water from the trail on the last piece of pipe, there is some stormwater benefit to the trail system.

Motion by Bartholomew second by Tourville to approve 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.

Ayes: 2 (Bartholomew, Tourville)

Nays: 3 (Dietrich, Perry, Piekarski Krech)

Motion failed.

Mayor Tourville asked the City Attorney if they should still discuss the second request. City Attorney Kuntz responded the motion failed and required a 4/5 vote. Those voting against it, under MN Statute 15.99, need to articulate their reasons for voting against.

Councilmember Piekarski Krech stated it is a lovely building, if Cahill is the main street, she didn't think that would be the appropriate area to put a storage facility. Any other street in town would work better if it was properly zoned. She stated she didn't think we should start doing this if we call this a main street and have beautified the street. She commented it is not the appropriate place for a storage facility. City Attorney Kuntz asked it was inappropriate due to what. Councilmember Piekarski Krech responded it is supposed to be the jewel of the city and she doesn't think a storage facility fits in the scope of what they want to put there. City Attorney Kuntz asked if the inconsistency was with the use or the appearance. Councilmember Piekarski Krech responded it is the use, the appearance is fine.

Councilmember Perry stated she agreed with everything that Councilmember Piekarski Krech stated for reasoning.

Councilmember Dietrich stated she is a big proponent for smart business in Inver Grove Heights. The residents that she heard from stated this was not a good fit for what is considered to be the cities main corridor. City Attorney Kuntz asked if the inconsistency of the main corridor was a use or appearance question, and if there was any thought as to what would be a good fit. Councilmember Dietrich responded it is not a good fit for the use. She stated she would defer to the Community Development Director for the answer to the question of what would be a good fit.

Mayor Tourville asked the City Attorney if they still needed to deal with Item B with Item A failing. City Attorney Kuntz responded they would need to deal with Item B to recite that the CUP for impervious would not be required if there is no use for mini storage. Mayor Tourville stated another development may have another stormwater plan and was unsure why they would have to address the Agenda Item. City Attorney Kuntz stated B was applied for the use intended. It can't be left unaddressed. He stated the vote against the plan would state that we are not approving a plan that is not tied to a specific use. Councilmember

Piekarski Krech stated she wouldn't have a problem with the stormwater issue, it's the use. She would vote for the stormwater plan. Mayor Tourville stated if they don't have the mini storage facility, the stormwater would be specific to the plan and the development. City Attorney Kuntz stated it is moot, because it is tied to a specific plan. The motion should say it is moot and is rejected because there is not a CUP use approved.

Motion by Bartholomew second by Piekarski Krech for b) a Conditional Use Permit to allow impervious surface to exceed 25% within the Shoreland Overlay District of Simley Lake plan moot because there is no need for the stormwater plan at this time.

Mayor Tourville asked if a vote in the affirmative would be that it is moot because there is no mini storage facility approval. City Attorney Kuntz responded because there is no use it can be tied to; it should be denied under that reasoning.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville asked if they were the sole owners of the property. Mr. French responded the sale was pending approval from the city.

City Attorney Kuntz stated they would put in Resolution form the memorialization of the three that voted no, together with the last action taken. This would be brought forward for Council consideration at the next meeting. The 60-day limitation expires February 20, 2020.

8. EXECUTIVE SESSION:

Mayor Tourville asked if they needed to look at each item independently or do them consecutively. City Attorney Kuntz responded they would go through each of the three items, at the end of each item, make the appropriate motion to move to Executive Session, but make three motions sequentially due to different reasons.

A. Pursuant to Minn. Stat. § 13D.05, Subd. 3(b) and pursuant to the attorney-client privilege, a closed-door Executive Session for discussion with the attorneys representing the City relating to the pending litigation matter of City of Inver Grove Heights vs. GS Truck & Trailer Repair LLC and GS Transport Express LLC, Dakota County District Court File No. 19HA-CV-18-2111.

City Attorney Kuntz stated this item deals with pending litigation pursuant to the attorney-client privilege referenced in Minn. Stat. § 13D.05, Subd. 3(b) and the common law principle of attorney client privilege. The Council is asked to go into a closed-door Executive Session with discussion with the attorney's representing the city relating to the pending litigation matter of the City of Inver Grove Heights vs. GS Truck & Trailer Repair LLC and GS Transport Express LLC. This is a lawsuit that has been in Dakota County District Court. The Statute authorizing this is Minn. Stat. § 13D.05, Subd. 3(b). It is asked that the Council make a motion that pursuant to that Statute, to the purpose outlined, we exercise the right to go into Executive Session to discuss the lawsuit.

Motion by Piekarski Krech second by Perry to move into Executive Session to discuss Pursuant to Minn. Stat. § 13D.05, Subd. 3(b) and pursuant to the attorney-client privilege, a closed-door Executive Session for discussion with the attorneys representing the City relating to the pending litigation matter of City of Inver Grove Heights vs. GS Truck & Trailer Repair LLC and GS Transport Express LLC, Dakota County District Court File No. 19HA-CV-18-2111.

Ayes: 5

Nays: 0 Motion carried.

B. Pursuant to Minn. Stat. § 13D.05, Subd. 3(b) and pursuant to the attorney-client privilege, a closed-door Executive Session for discussion with the attorneys representing the City relating to the pending drainage claims and related imminent claims and threatened litigation of inverse condemnation regarding the property at 7376 East Courthouse Boulevard owned by Gretchen Schaaf and Doug Schaaf.

City Attorney Kuntz stated this item asks the Council to go in to Executive Session pursuant to attorney-client privilege under Minn. Stat. § 13D.05, Subd. 3(b), to discuss with attorney's the pending drainage claims and related imminent claims and threatened litigation of inverse condemnation with respect to the property located at 7376 East Courthouse Boulevard owned by the Schaaf family. He asked the Council to go into that session under the attorney-client privilege due to the imminent threatened litigation of inverse condemnation. Under that Statute and for the purpose outlined, it is asked that the Council make a motion to hold an Executive closed session.

Motion by Piekarski Krech second by Perry to move into a closed-door Executive Session Minn. Stat. § 13D.05, Subd. 3(b) and pursuant to the attorney-client privilege, a closed-door Executive Session for discussion with the attorneys representing the City relating to the pending drainage claims and related imminent claims and threatened litigation of inverse condemnation regarding the property at 7376 East Courthouse Boulevard owned by Gretchen Schaaf and Doug Schaaf.

Ayes: 5

Nays: 0 Motion carried.

C. Pursuant to Minn. Stat. § 13D.05, Subd. 2(b) an executive and closed-door session for discussion of preliminary consideration of allegations against City Administrator Joe Lynch.

City Attorney Kuntz stated that in an instance where an allegation is made against a city employee, the Council has the right to go into an Executive and closed-door session for discussion of preliminary consideration of such an allegation. The Statute is Minn. Stat. § 13D.05, Subd. 2(b) which allows such a closed-door session. The allegation is one made against the City Administrator. This would be preliminary consideration of that personnel matter. He asked that the Council make a motion under the Statute indicated for the purpose stated to hold the closed-door session.

Motion by Piekarski Krech second by Perry to move into closed door session Pursuant to Minn. Stat. § 13D.05, Subd. 2(b) an executive and closed-door session for discussion of preliminary consideration of allegations against City Administrator Joe Lynch.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated the Council would not be coming back into regular session. They would adjourn after the three Executive Sessions.

9. MAYOR AND COUNCIL COMMENTS:

10. ADJOURN:

The regular City Council meeting adjourned at 9:04 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: January 27, 2020
 Item Type: Consent
 Contact: Amy Hove 651-450-2521
 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 January 8, 2020 to January 22, 2020.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending January 22, 2020. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$528,209.65
Debt Service & Capital Projects	605,483.61
Enterprise & Internal Service	311,472.91
Escrows	129,655.01
Grand Total for All Funds	<u><u>\$1,574,821.18</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 January 8, 2020 to January 22, 2020 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING January 22, 2020**

WHEREAS, a list of disbursements for the period ending January 22, 2020 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	\$528,209.65
Debt Service & Capital Projects	605,483.61
Enterprise & Internal Service	311,472.91
Escrows	129,655.01
 Grand Total for All Funds	 <u><u>\$1,574,821.18</u></u>

Adopted by the City Council of Inver Grove Heights this 27th day of January, 2020.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, Deputy Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 01/09/2020 - 01/22/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BOHLMAN, EVAN	12/25/19	12/31/2019	EMT Class	101.42.4200.423.50080	1,650.00
BUREAU OF CRIMINAL APPREHENSION	00000584426	12/31/2019	00000012981	101.42.4000.421.40044	390.00
CENTRAIRE HEATING & A/C	205975	12/31/2019	35367	101.42.4200.423.40040	545.00
COLLINS ELECTRICAL CONST.	1934438.01	01/21/2020	1/13/20	101.43.5200.443.40046	190.35
COMCAST	1/5/20	01/14/2020	1/15/20-2/14/20 Services	101.42.4200.423.30700	10.52
CULLIGAN	12/31/2019 157-98459100-6	12/31/2019	157-98459100-6	101.42.4200.423.60065	99.03
DAKOTA COUNTY	00036313	12/31/2019	P0001753	101.41.1200.414.60040	5,823.50
DAKOTA COUNTY	12/23/2019	12/31/2019	P 644188	101.45.0000.3413000	368.00
DAKOTA CTY FINANCIAL SVCS	00037347	12/31/2019	P0001753	101.43.5400.445.40020	696.49
EFTPS	INV0095206	01/10/2020	FEDERAL WITHHOLDING	101.203.2030200	1,141.12
EFTPS	INV0095208	01/10/2020	MEDICARE WITHHOLDING	101.203.2030500	1,113.30
EFTPS	INV0095209	01/10/2020	SOCIAL SECURITY WITHHOLDING	101.203.2030400	1,705.00
EFTPS	INV0095558	01/17/2020	FEDERAL WITHHOLDING	101.203.2030200	56,292.37
EFTPS	INV0095560	01/17/2020	MEDICARE WITHHOLDING	101.203.2030500	16,320.14
EFTPS	INV0095561	01/17/2020	SOCIAL SECURITY WITHHOLDING	101.203.2030400	48,391.94
EFTPS	INV0095566	01/17/2020	FEDERAL WITHHOLDING	101.203.2030200	707.62
EFTPS	INV0095568	01/17/2020	MEDICARE WITHHOLDING	101.203.2030500	451.90
EFTPS	INV0095569	01/17/2020	SOCIAL SECURITY WITHHOLDING	101.203.2030400	1,330.50
EFTPS	INV0095570	01/17/2020	FEDERAL WITHHOLDING	101.203.2030200	2,515.08
EFTPS	INV0095572	01/17/2020	MEDICARE WITHHOLDING	101.203.2030500	292.96
EFTPS	INV0095575	01/17/2020	FEDERAL WITHHOLDING	101.203.2030200	375.66
EFTPS	INV0095577	01/17/2020	MEDICARE WITHHOLDING	101.203.2030500	85.14
EYEMED	164166354	01/14/2020	JANUARY 2020 PREMIUM	101.203.2032700	246.31
FORCE AMERICA, INC.	001-1404972	01/14/2020	366100	101.43.5200.443.30700	56.01
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0095540	01/17/2020	HSA ELECTION-FAMILY	101.203.2032500	2,876.78
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0095541	01/17/2020	HSA ELECTION-SINGLE	101.203.2032500	5,134.47
GERTENS	3363/D	12/31/2020	103566	101.44.6000.451.60016	2,405.00
GLS COMPANIES	181951	12/31/2019	9302	101.41.1300.413.50032	6,843.00
HILLYARD INC	603714428	01/21/2020	APPLY CREDIT# 800455868	101.42.4200.423.60011	19.08
IAPE	M20-C615262	01/21/2020	MEMBERSHIP RENEWAL	101.42.4000.421.50070	50.00
ICMA RETIREMENT TRUST - 457	INV0095531	01/17/2020	457 - ROTH AGE 50+	101.203.2031400	140.00
ICMA RETIREMENT TRUST - 457	INV0095532	01/17/2020	457 - ROTH AGE 50+	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0095542	01/17/2020	ICMA-AGE <49 %	101.203.2031400	7,683.59
ICMA RETIREMENT TRUST - 457	INV0095543	01/17/2020	ICMA-AGE <49	101.203.2031400	2,815.00
ICMA RETIREMENT TRUST - 457	INV0095544	01/17/2020	ICMA-AGE 50+ %	101.203.2031400	996.68
ICMA RETIREMENT TRUST - 457	INV0095545	01/17/2020	ICMA-AGE 50+	101.203.2031400	7,184.04
ICMA RETIREMENT TRUST - 457	INV0095546	01/17/2020	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	91.25
ICMA RETIREMENT TRUST - 457	INV0095554	01/17/2020	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	2,421.52
ICMA RETIREMENT TRUST - 457	INV0095555	01/17/2020	ROTH IRA (AGE 50 & OVER)	101.203.2032400	1,042.46
ICMA RETIREMENT TRUST - 457	INV0095556	01/17/2020	ROTH-AGE <49 %	101.203.2032400	40.59
IGH FIRE RELIEF ASSN	1/1/2020	01/14/2020	2020 Contribution	101.42.4200.423.20510	85,075.00
INFOSEC ASSOCIATES, LTD	1378	12/31/2019	2019 AUDIT	101.42.4000.421.40044	1,000.00
ING DIRECT	INV0095151	01/08/2020	MSRS-HCSP	101.203.2032200	1,627.47
JULEE QUARVE-PETERSON, INC.	19-153	12/31/2020	August Audit	101.44.6000.451.30700	6,563.75
LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS)	48086	01/14/2020	106325	101.42.4000.421.70501	1,985.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS)	48128	01/14/2020	106325	101.42.4000.421.70501	1,650.00
LONE OAK GRAPHICS INC	35913	12/31/2019	8150	101.41.1100.413.60065	74.38
LVC COMPANIES, INC.	22024	12/31/2019	101199	101.42.4000.421.60040	325.00
M & J SERVICES, LLC	2132	01/14/2020	1/3/2020	101.43.5200.443.40046	2,485.00
M & J SERVICES, LLC	2133	01/21/2020	1/7/20	101.43.5200.443.40046	2,650.00
M & J SERVICES, LLC	2134	01/21/2020	1/14/20	101.43.5200.443.40046	1,920.00
MCFOA	1/21/20	01/21/2020	JUDY THILL MEMBER DUES	101.42.4200.423.50070	100.00
MCKESSON MEDICAL-SURGICAL INC.	73424331	01/21/2020	58785296	101.42.4200.423.60065	433.58
METRO CITIES	475	01/14/2020	2020 MEMBERSHIP DUES	101.41.1000.413.50070	10,038.00
METROPOLITAN COUNCIL	DECEMBER 2019	12/31/2019	DECEMBER 2019	101.41.0000.3414000	(372.75)
MILLS AFTERMARKET ACCESSORIES INC	OAK-1012993-01	12/31/2019	W05370	101.44.6000.451.60040	2,947.00
MINNEAPOLIS OXYGEN CO.	00052953	12/31/2019	01910	101.42.4200.423.30700	99.82
MINNEAPOLIS OXYGEN CO.	00052954	12/31/2019	01915	101.42.4200.423.30700	78.43
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0095536	01/17/2020	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	306.89
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0095537	01/17/2020	JOSH PARROW ORDER- 0015633635	101.203.2032100	427.31
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0095538	01/17/2020	NEAL ST. ONGE FEIN/TAXPAYER ID: 4	101.203.2032100	178.58
MINNESOTA SHREDDING LLC	JANUARY 2020	01/14/2020	POLICY #0027324	101.203.2030900	3,705.35
MINNESOTA SHREDDING LLC	JANUARY 2020	01/14/2020	POLICY #0027324	101.42.4000.421.20620	44.85
MN DEPT OF LABOR & INDUSTRY	ABR02268181	01/14/2020	00000012982	101.42.4200.423.30700	10.00
MN DEPT OF REVENUE	INV0095207	01/10/2020	STATE WITHHOLDING	101.203.2030300	695.04
MN DEPT OF REVENUE	INV0095547	01/17/2020	LEVY - ANDREW BRAVO	101.203.2031900	81.67
MN DEPT OF REVENUE	INV0095559	01/17/2020	STATE WITHHOLDING	101.203.2030300	24,459.87
MN DEPT OF REVENUE	INV0095567	01/17/2020	STATE WITHHOLDING	101.203.2030300	369.76
MN DEPT OF REVENUE	INV0095571	01/17/2020	STATE WITHHOLDING	101.203.2030300	806.65
MN DEPT OF REVENUE	INV0095576	01/17/2020	STATE WITHHOLDING	101.203.2030300	151.63
MN GLOVE & SAFETY, INC.	320812	01/21/2020	CTINVE	101.43.5200.443.60045	82.97
MN GLOVE & SAFETY, INC.	320908	01/21/2020	CTINVE	101.43.5200.443.60016	213.78
MN LIFE INSURANCE CO	JAN 2020	01/21/2020	POLICY #0027324	101.203.2030900	3,705.35
MN LIFE INSURANCE CO	JAN 2020	01/21/2020	POLICY #0027324	101.42.4000.421.20620	44.85
MUNICIPAL LEGISLATIVE COMMISSION	2020-8	01/14/2020	2020 MLC MMBR DUES	101.41.1000.413.50070	8,845.25
NET TRANSCRIPTS, INC.	0029471-IN	12/31/2019	20-IGHPD	101.42.4000.421.70501	15.92
OXYGEN SERVICE COMPANY, INC	03454377	12/31/2019	04394	101.42.4000.421.60065	50.78
PERA	INV0095548	01/17/2020	PERA COORDINATED PLAN	101.203.2030600	43,429.66
PERA	INV0095549	01/17/2020	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,340.83
PERA	INV0095550	01/17/2020	PERA DEFINED PLAN	101.203.2030600	53.46
PERA	INV0095551	01/17/2020	EMPLOYER SHARE (PERA DEFINED F	101.203.2030600	53.46
PERA	INV0095552	01/17/2020	PERA POLICE & FIRE PLAN	101.203.2030600	20,234.54

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PERA	INV0095553	01/17/2020	EMPLOYER SHARE (POLICE & FIRE P	101.203.2030600	30,351.82
PERA	INV0095562	01/17/2020	PERA COORDINATED PLAN	101.203.2030600	1,394.88
PERA	INV0095563	01/17/2020	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	107.34
PERA	INV0095564	01/17/2020	PERA POLICE & FIRE PLAN	101.203.2030600	572.74
PERA	INV0095565	01/17/2020	EMPLOYER SHARE (POLICE & FIRE P	101.203.2030600	859.08
PERA	INV0095573	01/17/2020	PERA POLICE & FIRE PLAN	101.203.2030600	346.47
PERA	INV0095574	01/17/2020	EMPLOYER SHARE (POLICE & FIRE P	101.203.2030600	519.70
PETTY CASH - POLICE	1/14/120	01/21/2020	Cadet Vehicle Topper	101.42.4000.421.40042	400.00
PRECISE MRM	200-1023972	12/31/2019	000208	101.43.5200.443.30700	105.39
RENEE DUBS ELLENA	19-4924	01/21/2020	CITY DEVELOPMENT FEES	101.41.1300.413.30700	625.00
RENEE DUBS ELLENA	20-4928	01/21/2020	P&R "KIDS R.O.C.K." BROCHURE	101.41.1300.413.30700	250.00
SCOTT NELSON COACHING, INC.	19911	12/31/2019	Invoice #19911 Individual Leadshp E C	101.44.6000.451.30700	400.00
SHRED-N-GO, INC.	100725	12/31/2019	12/31/19	101.42.4200.423.30700	32.56
ST PAUL LINOLEUM & CARPET CO	99286	12/31/2019	107110	101.42.4200.423.40075	12,281.00
STREAMLINE DESIGN INC	39811	01/14/2020	1/2/2020	101.42.4200.423.30700	78.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1666593	12/31/2019	11/1/19-11/30/19	101.42.4000.421.30550	40.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	101.41.1100.413.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	101.41.1300.413.30550	7.70
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	101.41.2000.415.30550	80.26
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	101.42.4000.421.30550	281.73
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	101.42.4200.423.30550	39.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	101.43.5000.441.30550	12.95
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	101.43.5100.442.30550	60.26
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	101.43.5200.443.30550	39.20
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	101.44.6000.451.30550	51.67
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	101.45.3000.419.30550	13.93
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	101.45.3200.419.30550	23.41
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	101.45.3300.419.30550	32.90
TEXAS STATE DISBURSEMENT UNIT	INV0095535	01/17/2020	ANDREW BRAVO FEIN/TAXPAYER ID:	101.203.2032100	401.13
TOTAL CONSTRUCTION & EQUIP.	14876	12/31/2019	12/16/19	101.43.5200.443.40046	627.62
TOTAL CONSTRUCTION & EQUIP.	14877	12/31/2019	40191138	101.44.6000.451.40047	279.98
TYLER TECHNOLOGIES, INC	025-281252	01/21/2020	41443	101.47.1400.413.40035	36,734.97
TYLER TECHNOLOGIES, INC	025-281802	01/21/2020	41443	101.47.1400.413.40035	438.00
UNIFIRST CORPORATION	0900528113	12/31/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	0900528113	12/31/2019	1051948	101.44.6000.451.60045	25.05
UNIFIRST CORPORATION	0900529541	01/21/2020	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	0900529541	01/21/2020	1051948	101.44.6000.451.60045	25.05
UNIFIRST CORPORATION	0900530925	01/21/2020	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	0900530925	01/21/2020	1051948	101.44.6000.451.60045	25.05
UNITED STATES TREASURY	01/03/2020	01/14/2020	ANDREW BRAVO - LEVY PROCEEDS	101.203.2031900	125.00
VERIFIED CREDENTIALS, INC.	301224	12/31/2019	NOVEMBER BCKGRND SCREENING	101.41.1100.413.30700	33.25
VERIFIED CREDENTIALS, INC.	302287	12/31/2019	DECEMBER BCKGRND SCREENING	101.41.1100.413.30700	23.75
VERIZON WIRELESS	9844901317	12/31/2019	Telephone	101.41.1000.413.50020	180.05
VERIZON WIRELESS	9844901317	12/31/2019	Telephone	101.41.1100.413.50020	85.74
VERIZON WIRELESS	9844901317	12/31/2019	Telephone	101.42.4000.421.50020	1,319.72
VERIZON WIRELESS	9844901317	12/31/2019	Telephone	101.42.4200.423.50020	774.29
VERIZON WIRELESS	9844901317	12/31/2019	Telephone	101.43.5100.442.50020	332.24
VERIZON WIRELESS	9844901317	12/31/2019	Telephone	101.43.5200.443.50020	403.53
VERIZON WIRELESS	9844901317	12/31/2019	Telephone	101.44.6000.451.50020	313.08
VERIZON WIRELESS	9844901317	12/31/2019	Telephone	101.45.3000.419.50020	42.87
VERIZON WIRELESS	9844901317	12/31/2019	Telephone	101.45.3300.419.50020	296.53
WEEKNIGHT KTCHEN LLC	1/16/20	12/31/2019	12/11/19 HOLIDAY LUNCHEON	101.41.1100.413.50075	1,150.00
Wegner Rick	11/18/19	12/31/2019	EMT & Pratical Test	101.42.4200.423.50080	1,730.00
WINGET DANE	1/21/20	12/31/2019	UNIFORM	101.42.4000.421.60045	226.93
XCEL ENERGY	662861963	12/31/2019	51-0012923036-3	101.42.4200.423.40010	227.84
Fund: 101 - GENERAL FUND					505,637.46
LIME VALLEY ADVERTISING, INC.	19014.11	12/31/2019	DEC WEB UPDATES	201.44.1600.465.50025	175.00
MEET MINNEAPOLIS	1/8/20	01/21/2020	1/8/20	201.44.1600.465.50025	4,500.00
RIVER HEIGHTS CHAMBER OF COMMERCE	10446	12/31/2019	11/26/19	201.44.1600.465.50025	350.00
TOWN SQUARE TELEVISION	2019-276	12/31/2019	NOV-OCT WINTER SPORTS PACKAGI	201.44.1600.465.50025	2,850.00
XCEL ENERGY	SPAC0003082	12/31/2019	NOVEMBER ONLINE ADV	201.44.1600.465.50025	200.00
YOURS TRULY MARKETING INCENTIVE INC	9295	12/31/2019	11/14/19	201.44.1600.465.50025	532.72
Fund: 201 - C.V.B. FUND					8,607.72
IGH SENIOR CLUB	DECEMBER 2019	12/31/2019	SENIOR CLUB DECEMBER 2019 EVEN	204.227.2271000	2,205.00
MINNESOTA SHREDDING LLC	JANUARY 2020	01/14/2020	POLICY #0027324	204.44.6100.452.20620	3.50
MN LIFE INSURANCE CO	JAN 2020	01/21/2020	POLICY #0027324	204.44.6100.452.20620	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	204.44.6100.452.30550	25.00
Fund: 204 - RECREATION FUND					2,237.00
EZ FITNESS SOLUTIONS, LLC	19-0008	12/31/2019	SPRING FOR HOIST LEG PRESS	205.44.6200.453.40042	63.00
FIRST IMPRESSION GROUP, THE	101123-p	12/31/2019	POSTAGE	205.44.6200.453.50035	1,620.00
Lewandowski Emily	1/2/20	01/14/2020	YMCA Swim Meet Refund	205.44.0000.3492900	27.50
MN DEPT OF HEALTH	1/13/19 POOL PLAN REVIEW	01/14/2020	POOL PLAN REVIEW	205.44.6200.453.80200	2,400.00
MN HOCKEY DISTRICT 8	1/6/20	01/21/2020	1/6/20	205.44.6200.453.50025	145.00
MN SAFETY SERVICES LLC	112719	12/31/2019	IGHWSI	205.44.6200.453.30700	1,500.00
MN SAFETY SERVICES LLC	122619	12/31/2019	IGHLGIR	205.44.6200.453.30700	390.00
SCHWARTZ, BETH	908340	12/31/2019	TUITION REIMBURSEMENT	205.44.6200.453.60018	25.95
SLOTREM, ALYSSA	3/29/19	12/31/2019	AEA Aqua Certification	205.44.6200.453.50070	29.18
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	205.44.6200.453.30550	46.20
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	205.44.6200.453.30550	18.20
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	205.44.6200.453.30550	18.20
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	205.44.6200.453.30550	3.50
TOTAL CONSTRUCTION & EQUIP.	13900	12/31/2019	JOB 40191102	205.44.6200.453.80300	5,227.23
VERIZON WIRELESS	9844901317	12/31/2019	Telephone	205.44.6200.453.50020	76.17
VERIZON WIRELESS	9844901317	12/31/2019	Telephone	205.44.6200.453.50020	76.17
VERIZON WIRELESS	9844901317	12/31/2019	Telephone	205.44.6200.453.50020	60.40
Fund: 205 - COMMUNITY CENTER					11,726.70
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	290.45.3000.419.30550	0.77
Fund: 290 - EDA OPERATING					0.77

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EHLERS AND ASSOCIATES, INC.	53796	01/14/2020	BONDS SERIES 2010B	355.57.9000.570.90300	475.00
Fund: 355 - G.O. IMPR BONDS 2010B					475.00
EHLERS AND ASSOCIATES, INC.	53797	01/14/2020	BONDS SERIES 2012A	361.57.9000.570.90300	475.00
Fund: 361 - WATER REV REF 2012A					475.00
DCA TITLE	1/16/20	01/21/2020	LAND URCHASE 20.02810.80.010	402.44.6000.451.80100	10,946.00
Fund: 402 - PARK ACQ. & DEV. FUND					10,946.00
METROPOLITAN COUNCIL	DECEMBER 2019	12/31/2019	DECEMBER 2019	404.217.2170000	37,275.00
Fund: 404 - SEWER CONNECTION FUND					37,275.00
ACME TOOLS	7215418	12/31/2019	15579019-000 - ERIC BERGUM	434.42.4200.423.80500	4,096.00
HILLYARD INC	603709328	12/31/2019	274086	434.42.4200.423.60011	985.59
JORGENSEN CONSTRUCTION INC.	PAY APP#13	12/31/2019	CITY PROJECT 2014-10	434.42.4200.423.80200	359,214.04
MATRIX COMMUNICATIONS, INC.	215987	12/31/2019	6330	434.42.4200.423.80610	4,152.00
Pro-Tech Design Inc.	94119	12/31/2019	CITYOFINVERGROVEHEIGHTS	434.42.4200.423.80610	5,978.95
WENDEL ADG, LLC	200043	12/31/2019	6/30/19	434.42.4200.423.30200	3,683.88
WENDEL ADG, LLC	500442	01/21/2020	1/8/20	434.42.4200.423.30200	1,187.20
Fund: 434 - 2014 IMPROVEMENT FUND					379,297.66
STREAMLINE DESIGN INC	39806	01/14/2020	1/6/2020	439.42.4200.423.60045	1,631.34
Fund: 439 - 2019 IMPROVEMENT FUND					1,631.34
EAGAN, CITY OF	1/10/20	12/31/2019	Oct-Dec Fees	441.74.5900.741.40030	4,822.25
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	441.74.5900.741.30550	3.85
Fund: 441 - STORM WATER MANAGEMENT					4,826.10
WSB & ASSOCIATES, INC.	R-012429-000-18	12/31/2019	1/17/20	446.74.5900.746.30300	41.00
Fund: 446 - NW AREA					41.00
BRENTWOOD HILLS, LLC	TX719DCO	12/31/2019	2019 2nd HALF BRENTWOOD HILLS TI	453.57.9000.570.90100	165,330.43
BRENTWOOD HILLS, LLC	TX719DCO	12/31/2019	2019 2nd HALF BRENTWOOD HILLS TI	453.57.9000.570.90200	5,062.53
Fund: 453 - SE QUADRANT TIF DIST 4-1					170,392.96
JR'S APPLIANCE DISPOSAL	99882	12/31/2019	12/30/19	454.43.5500.446.40025	123.55
Fund: 454 - LANDFILL ABATEMENT					123.55
ASSURE CO RISK MANAGEMENT & REGULATORY COMPLIAN	9512	01/21/2020	1/1/20	501.50.7100.512.30700	4,200.00
B2 Builders	1/7/20	01/14/2020	RFND Hydrant Permit 1920	501.207.2070300	(18.81)
B2 Builders	1/7/20	01/14/2020	RFND Hydrant Permit 1920	501.50.0000.3813000	(264.00)
DAKOTA AGGREGATES, LLC.	A6126054	01/21/2020	9021	501.50.7100.512.40046	405.15
DAKOTA AGGREGATES, LLC.	A6126091	01/21/2020	9021	501.50.7100.512.40046	288.09
EAGAN, CITY OF	1/10/20	12/31/2019	Oct-Dec Fees	501.50.7100.512.40005	28,462.38
GRAINGER	9402838040	01/21/2020	806460150	501.50.7100.512.60016	69.97
MID CITY SERVICES, INC.	125457	01/21/2020	1/3/20	501.50.7100.512.40040	55.20
MN DEPT OF HEALTH	1/9/20	01/14/2020	4/2/20 M.Johnson Exam	501.50.7100.512.50080	32.00
MN DEPT OF LABOR & INDUSTRY	ALR0103651	01/21/2020	0000001298	501.50.7100.512.30700	100.00
MN DEPT OF NATURAL RESOURCES	1/15/20	01/21/2020	PERMIT# 1980-6052	501.50.7100.512.30700	12,683.30
MN GLOVE & SAFETY, INC.	320723	01/21/2020	CTINVE	501.50.7100.512.60045	108.90
MN POLLUTION CONTROL AGENCY	1/9/20	01/14/2020	Conference Registration	501.50.7100.512.50080	1,170.00
OPTION ONE MECHANICAL LLC	1254	01/21/2020	1/13/20	501.50.7100.512.40040	181.00
OTIS ELEVATOR COMPANY	CL65002120	12/31/2019	283520	501.50.7100.512.30700	1,295.31
Swan Companies	1/8/20	01/14/2020	RFND Hydrant Permit 1915	501.207.2070300	(24.98)
Swan Companies	1/8/20	01/14/2020	RFND Hydrant Permit 1915	501.50.0000.3813000	(350.61)
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	501.50.7100.512.30550	44.00
VERIZON WIRELESS	9844901317	12/31/2019	Telephone	501.50.7100.512.50020	423.56
Fund: 501 - WATER UTILITY FUND					48,860.46
EAGAN, CITY OF	1/10/20	12/31/2019	Oct-Dec Fees	502.51.7200.514.40015	48,564.27
METROPOLITAN COUNCIL	0001104910	01/14/2020	5084	502.51.7200.514.40015	169,432.94
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	502.51.7200.514.30550	23.56
Fund: 502 - SEWER UTILITY FUND					218,020.77
MINNESOTA SHREDDING LLC	JANUARY 2020	01/14/2020	POLICY #0027324	503.52.8000.521.20620	7.01
MINNESOTA SHREDDING LLC	JANUARY 2020	01/14/2020	POLICY #0027324	503.52.8600.527.20620	3.63
MN DEPT OF HEALTH	1/10/20	01/21/2020	2020LICENSE RENEWAL APPLICATIO	503.52.8300.524.50070	685.00
MN LIFE INSURANCE CO	JAN 2020	01/21/2020	POLICY #0027324	503.52.8000.521.20620	7.01
MN LIFE INSURANCE CO	JAN 2020	01/21/2020	POLICY #0027324	503.52.8600.527.20620	3.63
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	503.52.8000.521.30550	11.20
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	503.52.8500.526.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	503.52.8600.527.30550	25.90
VERIZON WIRELESS	9844901317	12/31/2019	Telephone	503.52.8500.526.50020	147.90
Fund: 503 - INVER WOOD GOLF COURSE					894.78
CENTENNIAL GLASS	I00009574	12/31/2019	WO# W00009477	602.00.2100.415.40048	290.00
CENTENNIAL GLASS	I00009575	12/31/2019	WO# W00009486	602.00.2100.415.40048	95.00
INVER GROVE FORD	5280872	12/31/2019	12/26/19	602.00.2100.415.40048	52.75
LEAGUE OF MN CITIES	5499	01/21/2020	1/7/20	602.00.2100.415.70200	2,800.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	602.00.2100.415.30550	1.67
Fund: 602 - RISK MANAGEMENT					3,239.42
ABM EQUIPMENT & SUPPLY	0162362-IN	12/31/2019	0126850	603.00.5300.444.40041	7,889.65
CUMMINS INC.	E4-38512	12/31/2019	21070	603.00.5300.444.40041	644.76
CUSTOM HOSE TECH	99886	01/21/2020	1/13/20	603.00.5300.444.40041	359.18
DAKOTA CTY TREASURER-AUDITOR (APV)	11078	01/14/2020	1/7/2020	603.00.5300.444.30700	140.80
EHLERS AND ASSOCIATES, INC.	82532	12/31/2019	1/9/2020	603.00.5300.444.70600	2,082.50
FLEETPRIDE	43043636	01/21/2020	501278	603.00.5300.444.40041	575.44
HOTSY EQUIPMENT OF MINNESOTA	65954	01/21/2020	IG07557	603.00.5300.444.40041	628.75
INVER GROVE FORD	5280872	12/31/2019	12/26/19	603.00.5300.444.40041	38.24
INVER GROVE FORD	5280873	12/31/2019	12/31/19	603.00.5300.444.40041	31.71
INVER GROVE FORD	5280995	12/31/2019	12/30/19	603.00.5300.444.40041	2.58
INVER GROVE FORD	5281373	01/21/2020	1/8/20	603.00.5300.444.40041	38.24
INVER GROVE FORD	5281378	01/21/2020	1/8/20	603.00.5300.444.40041	38.24
KIMBALL MIDWEST	7649871	01/21/2020	222006	603.00.5300.444.60012	966.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KIMBALL MIDWEST	7649871	01/21/2020	222006	603.140.1450050	355.50
LANO EQUIPMENT, INC.	01-721723	12/31/2019	CITYINVERGROVE	603.00.5300.444.40041	377.39
MACQUEEN EMERGENCY GROUP	P02867	12/31/2019	INVER003	603.00.5300.444.40041	263.81
METRO JANITORIAL SUPPLY INC	11015220	01/21/2020	1/8/20	603.00.5300.444.60012	504.83
METRO JANITORIAL SUPPLY INC	11015221	01/21/2020	1/8/20	603.00.5300.444.60012	106.29
MID CITY SERVICES, INC.	125458	01/14/2020	1/3/2020	603.00.5300.444.40065	49.00
MTI DISTRIBUTING CO	12418-4-00	12/31/2019	91180	603.00.5300.444.40041	141.29
MTI DISTRIBUTING CO	1242640-00	01/21/2020	91180	603.00.5300.444.40041	36.61
MTI DISTRIBUTING CO	1242644-00	01/21/2020	91180	603.00.5300.444.40041	41.17
MTI DISTRIBUTING CO	1242640-01	01/21/2020	91180	603.00.5300.444.40041	67.70
NORTH AMERICAN TRAILER SALES	030001339004	12/31/2019	10095	603.00.5300.444.40041	946.89
NUSS TRUCK AND EQUIPMENT	4019791	12/31/2019	38679B	603.00.5300.444.40041	585.72
NUSS TRUCK AND EQUIPMENT	4019901	01/21/2020	38679B	603.00.5300.444.40041	513.00
O' REILLY AUTO PARTS	1767-446670	12/31/2019	1578028	603.00.5300.444.40041	35.10
O' REILLY AUTO PARTS	1767-447874	01/21/2020	1578028	603.140.1450050	125.70
O' REILLY AUTO PARTS	1767-447878	01/21/2020	1578028	603.140.1450050	17.84
O' REILLY AUTO PARTS	1767-447936	01/21/2020	1578028	603.00.5300.444.40041	26.58
O' REILLY AUTO PARTS	1767-448399	01/21/2020	1578028	603.00.5300.444.40041	12.99
O' REILLY AUTO PARTS	1767-448517	01/21/2020	1578028	603.00.5300.444.60012	9.98
O' REILLY AUTO PARTS	1767-448720	01/21/2020	1578028	603.00.5300.444.60012	39.39
O' REILLY AUTO PARTS	1767-448729	01/21/2020	1578028	603.00.5300.444.40041	25.68
O' REILLY AUTO PARTS	1767-448731	01/21/2020	1578028	603.00.5300.444.40041	25.68
O' REILLY AUTO PARTS	1767-449075	01/21/2020	1578028	603.00.5300.444.40041	50.00
O' REILLY AUTO PARTS	1767-449078	01/21/2020	1578028	603.00.5300.444.40041	16.50
O' REILLY AUTO PARTS	1767-449089	01/21/2020	1578028	603.00.5300.444.40041	5.36
O' REILLY AUTO PARTS	1767-450080	01/21/2020	1578028	603.00.5300.444.60012	22.99
POMP'S TIRE SERVICE, INC.	980065757	12/31/2019	4502557	603.00.5300.444.60014	458.48
POMP'S TIRE SERVICE, INC.	980065777	12/31/2019	4502557	603.00.5300.444.60014	4,632.00
POMP'S TIRE SERVICE, INC.	980066102	01/21/2020	4502557	603.00.5300.444.40041	382.00
PUMP AND METER SERVICE INC	119629-1J	12/31/2019	494500	603.00.5300.444.40040	3,230.59
SCHLOMKA'S VAC TRUCK SERVICE, INC.	9427	12/31/2019	12/16/19	603.00.5300.444.40040	266.50
SEMA EQUIPMENT INC.	1356013	01/21/2020	4504309	603.00.5300.444.40041	1,855.52
SHOWROOM AUTO CARE	11490	01/21/2020	1/7/20	603.00.5300.444.40041	249.95
SYN-TECH SYSTEMS	200406	12/31/2019	INVGRO	603.00.5300.444.40040	149.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	603.00.5300.444.30550	9.44
TOTAL CONSTRUCTION & EQUIP.	15741	12/31/2019	12/16/19	603.00.5300.444.40040	109.35
TOWMASTER TRAILERS INC	422794	12/31/2019	2946	603.00.5300.444.40041	177.41
UNIFIRST CORPORATION	0900528113	12/31/2019	1051948	603.00.5300.444.40065	168.72
UNIFIRST CORPORATION	0900528113	12/31/2019	1051948	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	0900529541	01/21/2020	1051948	603.00.5300.444.40065	172.89
UNIFIRST CORPORATION	0900529541	01/21/2020	1051948	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	0900530925	01/21/2020	1051948	603.00.5300.444.40065	168.72
UNIFIRST CORPORATION	0900530925	01/21/2020	1051948	603.00.5300.444.60045	33.50
VERIZON WIRELESS	9844901317	12/31/2019	Telephone	603.00.5300.444.50020	125.46
WORLD FUEL SERVICES	145106350752-41801	12/31/2019	112741	603.140.1450050	675.86
ZIEGLER INC	PC002116662	12/31/2019	4069900	603.00.5300.444.40041	1,064.31
ZIEGLER INC	PC002121744	12/31/2019	4069900	603.00.5300.444.40041	327.61
Fund: 603 - CENTRAL EQUIPMENT					32,163.89
JACKSON HIRSH INC	1023017	01/21/2020	8803159	604.00.2200.416.60010	135.62
US BANK EQUIPMENT FINANCE, INC.	403365612	01/14/2020	923425 CONTRACT PYMNT	604.00.2200.416.40050	2,555.00
Fund: 604 - CENTRAL STORES					2,690.62
LONE OAK COMPANIES	84141	12/31/2019	12/31/19	605.00.7500.460.50035	388.48
LONE OAK COMPANIES	1/10/2020	01/14/2020	Jenny's Request	605.00.7500.460.50035	1,750.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	605.00.7500.460.30550	3.50
TOTAL CONSTRUCTION & EQUIP.	14385	12/31/2019	40191127	605.00.7500.460.40040	1,230.56
TOTAL CONSTRUCTION & EQUIP.	14386	12/31/2019	40191128	605.00.7500.460.40040	1,328.50
Fund: 605 - CITY FACILITIES					4,701.04
CDW GOVERNMENT INC	WGQ8550	12/31/2019	CUSTOMER #2394832	606.00.1400.413.60041	698.96
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1684337	12/31/2019	Payroll	606.00.1400.413.30550	28.00
TDS METROCOM	12/13/2019 651-45-7490	12/31/2019	651-457-7490	606.00.1400.413.50020	174.97
Fund: 606 - TECHNOLOGY FUND					901.93
B2 Builders	1/7/20	01/14/2020	RFND Hydrant Permit 1920	702.229.2294300	1,500.00
Calton Andy	1/3/20	01/14/2020	Escrow Close	702.229.2282203	1,310.00
Center City Housing Corporation	1/3/20	01/14/2020	Escrow Close	702.229.2297402	5,244.15
Fernald Michael	12/31/19	12/31/2019	Escrow Close	702.229.2287403	1,371.00
GATEWAY CHRISTIAN CHURCH	1/9/20	01/14/2020	Escrow Close	702.229.2284503	977.00
Scott and Kristina Gorden	1/3/20	01/14/2020	Escrow Close	702.229.2282503	1,207.87
SHIQIN LI AND DONGFA ZHOU	19-000811	01/14/2020	CF-2019-00091	702.229.2291001	116,438.65
SHORT ELLIOTT HENDRICKSON, INC.	380507	12/31/2019	4340	702.229.2285403	106.34
Swan Companies	1/8/20	01/14/2020	RFND Hydrant Permit 1915	702.229.2294300	1,500.00
Fund: 702 - ESCROW FUND					129,655.01
Grand Total					1,574,821.18

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE

Meeting Date: January 27, 2020
 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:

- **CLYDE REYNOLDS: 7912 BARBARA AVENUE**
- **SHANTEL BIVINGS: 4835, 4855, 4865 BABCOCK TRAIL, SOUTHVIEW GREENS**
- **MARGARET SANDQUIST: 6415 CONCORD BLVD**
- **MARK SANDQUIST: 6423 CONCORD BLVD**
- **MARGARET ENDRES: 5359 AUDOBON AVE; LAKE COVE VILLAGE APTS**

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 Approving a Resolution Appointing the Absentee Ballot Board Judges and Designating them as Deputy City Clerks for the Purpose of Administering Elections

Meeting Date: January 27, 2020
 Item Type: Consent
 Contact: 651-450-2513
 Prepared by: Rebecca Kiernan, City Clerk
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Approving a Resolution Appointing the Absentee Ballot Board Judges and Designating them as Deputy City Clerks for the Purpose of Administering Elections.

SUMMARY

The City of Inver Grove Heights has been delegated by Dakota County to issue, accept/reject and count absentee ballots for Inver Grove Heights' voters. To carry out the absentee balloting function the City must appoint an Absentee Ballot Board. The Board receives training in Absentee Ballot processing.

The proposed Resolution would appoint the Absentee Ballot Board members as Deputy City Clerks for the purpose of administering the election part of those duties include duplicating ballots.

The Legislature changed the Election Administration by adding early voting to the Absentee Voting process allowing the voter seven (7) days before the Election the choice to complete an Absentee Ballot without an envelope and after completion the ballot is deposited into the ballot box. The overseeing Official performing this act must be designated the Municipal Clerk or a Deputy Clerk, (MN 203B.081 Subd 3 (e)).

The City Clerk needs to have alternative staff to help with the Absentee Ballot process.

It's the authority of the City Council that must designate those on the Absentee Ballot Board as Deputy City Clerks. Staff asks the Council to consider approval of the Resolution.

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

RESOLUTION NO. 2020-

**RESOLUTION DESIGNATING DEPUTY CITY CLERKS TO SERVE
ON THE ABSENTEE BALLOT BOARD**

WHEREAS, Minn. Stat. 203B.05 allows counties to designate municipalities to administer absentee balloting; and

WHEREAS, Dakota County has designated the City of Inver Grove Heights to administer absentee ballots for Inver Grove Heights voters; and

WHEREAS, Minn. Stat. 203B.121 requires the City to establish an absentee ballot board, which is responsible for accepting and rejecting all returned absentee ballots; and

WHEREAS, Minn. Stat. 203B.121 allows Deputy City Clerks trained in the processing of absentee ballots to serve on the absentee ballot board; and

WHEREAS, Minn. Stat. 203B.23 requires counties to administer absentee ballots for military and overseas voters and many of these ballots must be duplicated pursuant to Minn. Stat. 206.86 before being counted.

NOW THEREFORE BE IT FURTHER RESOLVED, pursuant to the requirements in Minn. State. 203B.121, the following people are hereby designated its temporary Deputy City Clerks to act as election officers for the limited purposes of serving on the absentee ballot board and administering the 2020 Presidential Nomination Primary, Primary and General Elections: Kathy Fischer, Sandy Scheuble, Beth Van Epps, Cyndi Hanson, Mary Egging, Gerald Biese, Dian Piekarski, Diane Hawkins, Kymn Paulson, and others designated by the city clerk if needed. This designation expires when the final General Election results are certified.

Passed by the City Council of Inver Grove Heights this 27th day of January 2020.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approving a Resolution Appointing Election Judges for the Presidential Nomination Primary Election

Meeting Date: January 27, 2020
 Item Type: Consent
 Contact: 651-450-2513
 Prepared by: Rebecca Kiernan, City Clerk
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Approving a Resolution Appointing Election Judges for the Presidential Nomination Primary Election.

SUMMARY

Minnesota Statue 204B.21 provides that election judges for precincts in a municipality shall be appointed by the governing body of the municipality and the appointments shall be made at least 25 days before the election that they will serve.

Staff asks the Council to consider approval of the Resolution.

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

RESOLUTION NO. 2020-

RESOLUTION APPOINTING ELECTION JUDGES

WHEREAS, Minnesota Statute provides that election judges for precincts in a municipality shall be appointed by the governing body of the municipality; and

WHEREAS, the appointments shall be made at least 25 days before the election at which the election judges will serve; and

WHEREAS, guidelines have been established for the appointment of election judges; judges must be able to:

- read, write, and speak English;
- carry out instructions given by election administrators and Head Judges;
- learn and follow current election laws as provided by Minnesota Statute;
- answer questions and provide clear instructions to voters;
- work well with other election judges and the general public

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota, that the individuals listed on the attached exhibit are appointed to serve as election judges for the March 3, 2020 Presidential Nomination Primary at the hourly rate of \$12.00 for election judges and \$14.00 for head judges.

BE IT FURTHER RESOLVED that the City Clerk and/or the Deputy Clerk shall be authorized to appoint additional judges as needed to conduct this election.

DATED this 27th day of January 2020.

Ayes:

Nays:

George Tourville, Mayor

Attest:

Rebecca Kiernan, City Clerk

First Name	Last Name
Alan	Egging
Alexis	Verdeja
Alice	Lesney
Alul	Yesak
Andrea	Macias
Ardis	Pieper
Arlene	Moehring
Barbara	Dietzmann
Ben	Johnston
Bette Lou	Friedrich
Beverly	Carey
Bradley	Mathison
Bruce	Ekholm
Charles	Turner
Cheryl	Anderson
Cheryl	Tietz
Chris	Grinsteinner
Clifford	MacDonald
Colleen	Goehring
Cyndi	Hanson
Dan	Dahlke
Danielle	Moynihan
Dennis	Zarembinski
Dian	Piekarski
Diane	Hawkins
Elaine	Maples
Eugene	Jensen
Francis	Anderson
Gary	Lothenbach
Gerald	Biese
Gina	Zurek
Gloria	Kohler
Hannah	Heiss
Jacquelyn	Schreiber
Janet	Ulve
Jay	Ordoyne
Jeanne	Hernandez
Jennifer	Blackbird
Joann	Facente
JoEllen	Iemke
John	McQuade
Judith	Hamen
Judy	Larson
Judy	Wonick
Julie	Olson
Karen	Bryngelson

First Name	Last Name
Karen	Greene
Kari	Lorch
Katherina	Dosh
Kathy	Fischer
Kathy	Schowalter
Kymn	Paulson
Laura	McGlauchlen
Leslie	Krona
Linda	Baker
Linda	Mishler
Lori	DeMaio
Mahbubur	Khan
Malachi	Slaughter
Manal	Youssef
Margaret	Johnston
MariAnne	Young
Mary	Egging
Mary	McQuade
MARY	SULLIVAN
Michael	Pliml
Nancy	Duerscherl
Nancy	Wright
Nora	Gottwalt
Patricia	Anaya
Ramy	Mansour
Richard	Novotny
Richard	Webb
Rita	Clare
Robert	Rooney
Ruby	Westlund
Sean	Neibacher
Shannon	Battles
Shirley	Tresselt
Stuart	Waldhauser
Susan	Blanton
Susan	Mishler
Ted	Trenzeluk
Teri	O'Connor
Thomas	Johnson
JoEllen	Schwake
Jeanne	Rooney
Lauren	DeGidio
Kevin	Sethre
Richard	Bongers

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATION FOR 2020 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Meeting Date: January 27, 2020

Item Type: Consent

Prepared by: Heather Rand, CD Director

Reviewed by: Heather Rand, CD Director

Contact: 651-450-2546

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:

Adopt a resolution and authorize submittal of the 2020 Community Development Block Grant Funds application to Dakota County and allocate 100% funding to the CDA Housing Rehabilitation Program.

SUMMARY:

The Community Development Block Grant (CDBG) is a federal grant program of the Dept. of Housing and Urban Development (HUD) which benefits low and moderate income individuals and neighborhoods. The City makes annual application for these funds through the Dakota County Community Development Agency (CDA), who then makes application to HUD and the CDA administers the program on behalf of the federal govt and the City when funds are granted by HUD.

CDBG funds are scheduled to be awarded by HUD this spring for 2020 program activities, their FY starting July 1, 2020 and concluding on June 30, 2021. In 2018, \$140,275 in CDBG funds were allocated to the City of Inver Grove Heights and in 2019, \$139,242 was allocated. For FY 2020, Dakota CDA recommends we request \$141,124 in funds.

ANALYSIS:

CDBG funds have limited use and must meet stringent eligibility criteria (see attached application) and reporting requirements, with the use focused on low and moderate income individuals and neighborhoods. Similar to last year, staff recommends that the City Council adopt a resolution authorizing application for funds to meet unmet housing rehabilitation needs in the city. If granted, 100% of the funds would be allocated to the Housing Rehabilitation Loan program administered by the CDA for the City. The CDA is well staffed and doing an excellent job administering this program. In 2019, five Inver Grove Heights households were assisted from the Housing Improvement Loan Program administered by the CDA. That being said, there is currently a qualified waiting list of 12 Inver Grove Heights households requesting improvement loans from this program. If up to \$141,124 in CDBG funds is awarded, it is projected that the funds will assist an additional 5-8 households in Inver Grove Heights in FY 2020.

Funding housing rehabilitation not only assists the individual households, but also neighborhoods and the City, as the CDA often contributes additional funding to a qualifying housing rehabilitation and improvement project and ultimately, the housing stock is improved when it otherwise may not have been. As a result, the City's tax base is enhanced and the general appearance of the neighborhood often is improved due to the additional investment in the property.

Enc: Resolution
CDBG Application

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE APPLICATION
FOR FISCAL YEAR 2020 DAKOTA COUNTY COMMUNITY DEVELOPMENT BLOCK
GRANT FUNDING**

WHEREAS, the City of Inver Grove Heights is a participating jurisdiction with the Dakota County Community Development Block Grant (CDBG) Entitlement Program for Fiscal Year 2020 (ending June 30, 2021); and

WHEREAS, the Dakota County Community Development Agency (CDA) is a Subgrantee of Dakota County for the administration of the CDBG Program; and

WHEREAS, the Dakota County CDA has requested Fiscal Year 2020 CDBG applications be submitted by January 17, 2020, based on an allocation of funds approved in the Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED that the City of Inver Grove Heights hereby approves the following:

1. The Fiscal Year 2020 CDBG application is approved for submission to the Dakota County CDA.
2. The Mayor and City Clerk for the City of Inver Grove Heights is authorized to execute the application and all agreements and documents related to receiving and using the awarded CDBG funds.
3. The Dakota County CDA is designated as the administrative entity to carry out the CDBG program on behalf of the City of Inver Grove Heights, subject to future Subrecipient Agreements that may be required for specific CDBG-funded activities.

ADOPTED by the City Council of the City of Inver Grove Heights this 27th day of January, 2020.

Ayes:

Nays:

By: _____
George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



APPLICATION FOR PROGRAM YEAR 2020 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Application must be received by the Dakota County Community Development Agency

NO LATER THAN JANUARY 17, 2020

For July 1, 2020 – June 30, 2021

General Information

Applicant Name: City of Inver Grove Heights	DUNS #: 147585608
Contact Name: Heather Rand	
Applicant Address: 8150 Barbara Ave	
City, State, Zip: Inver Grove Heights, MN 55077	
Phone: 651-450-2546	Email: hrand@invergroveheights.org

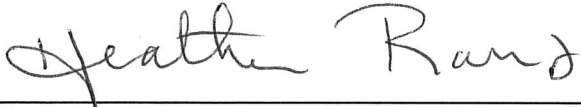
Proposed Activities

Activity	Funding Amount
#1 Title: Housing Rehabilitation	CDBG Request: \$ 141,124.00
#2 Title: Click or tap here to enter text.	CDBG Request: \$ Click or tap here to enter text.
#3 Title: Click or tap here to enter text.	CDBG Request: \$ Click or tap here to enter text.
#4 Title: Click or tap here to enter text.	CDBG Request: \$ Click or tap here to enter text.
#5 Title: Click or tap here to enter text.	CDBG Request: \$ Click or tap here to enter text.
Total Request: \$ 141,124.00	

PLEASE NOTE: AT LEAST 50% of the proposed funding must qualify as a LOW/MOD benefit and NO MORE THAN 40% of the proposed funding can be for PUBLIC SERVICES, with the caveat that public services may not account for more than 15% of the County's total funding. Because of this federal requirement, a municipality's public service request may need to be decreased once all applications are submitted and reviewed by CDA staff. Please plan accordingly.

Certification

I certify that the information contained in this application is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of material facts. I further certify that no contracts have been awarded, funds committed, or construction begun on the proposed project(s), and that none will be made prior to notification from the Dakota County CDA based on HUD's issuance of a Release of Funds Notice.



Signature of Authorized Official

January 16, 2020

Date

Director of Community Development

Title of Authorized Official

**PLEASE ATTACH THE RESOLUTION OF THE GOVERNING BODY SHOWING APPROVAL
OF THE REQUEST FOR CDBG FUNDS**

I. Activity Title

Please complete the following Sections I-V for EACH proposed activity. (For example, if 3 activities are being proposed, there will be 3 sets of the following pages.)

Activity # 1

Activity Title: Housing Rehabilitation

II. Activity Information

Describe the proposed activity in detail. Please be specific about purpose, location, number of people or households served, etc.

The program provides home improvement loans to eligible low and moderate income homeowners throughout the city. Loans are repayable upon sale of the house or refinancing. Improvements commonly include roof replacement, furnace replacement, electric and plumbing repairs and insulation/weatherization.

Has this Activity received CDBG funding before?

☒ Yes

☐ No

Check the eligible activity category of the proposed activity: (See attached definitions)

Affordable Rental Housing ☐ Rehabilitation of Multi-Unit Residential ☐ Fair Housing Activities ☐ Energy Efficiency Improvements	Public Services ☐ Senior Services ☐ Youth Services ☐ Transportation Services ☐ Operational Support
Affordable Homeowner Housing ☐ Homeownership Assistance ☐ New (Re)Construction Homeowner Housing ☒ Rehabilitation/ Energy Efficiency Improvement of Single Unit Residential ☐ Fair Housing Activities	Public Facilities ☐ Recreational Park Improvements ☐ Public Water/Sewer Improvements ☐ Street Improvements ☐ Sidewalks ☐ Assessment Abatement
Homelessness ☐ Rapid Rehousing Assistance ☐ Homelessness Prevention ☐ Emergency Shelter Operations ☐ Addition of Permanent Supportive Housing Units ☐ Shelter Renovation/Construction	Neighborhood Revitalization ☐ Acquisition of Real Property ☐ Clearance and Demolition ☐ Clean-up of Contaminated Site ☐ Address Water/Sanitation Hazards
Economic Development ☐ Employment Training ☐ Economic Development Assistance ☐ Rehabilitation of Commercial/Industrial Buildings	Planning and Administration ☐ Planning ☐ Administration

Describe the activity schedule:

Is this a continuation of a previously funded activity? ☒ Yes ☐ No

Please note the start and end dates below for the activity.

Proposed Activity Start Date: 7-1-20

Proposed Activity Completion Date: 7-1-21

III. CDBG National Objective

CDBG funded projects/activities must meet one of the following program objectives. Check the objective for which the CDBG funds will be used.

- | | |
|--|--|
| ☐ Low/Mod Area Benefit | ☐ Low/Mod Limited Clientele Benefit |
| ☒ Low/Mod Housing Benefit | ☐ Low/Mod Jobs Benefit |
| ☐ Slum/Blight Area Benefit | ☐ Slum/Blight Spot Benefit |
| ☐ Urgent Need (extremely rare; used only for emergencies): <i>(Please explain)</i> Click or tap here to enter text. | |

If you checked the Low/Mod Area Benefit box, please answer the following:

In what Census Tract/Block Group(s) do beneficiaries of your Activity live? *(Please include map)*
Click or tap here to enter text.

How many residents live in this area? Click or tap here to enter text.

What is the percentage of low and moderate-income beneficiaries? Click or tap here to enter text. %

How was this documented? ☐ HUD Data ☐ Survey
(Please include a copy of survey)

If you checked the Low/Mod Housing Benefit box, please answer the following:

How many Low/Mod Households will benefit? 5-8 Households
(Income eligibility must be verified by written documentation)

Where will this activity occur? *(Address of property, neighborhood, or citywide)*
citywide

If you checked the Low/Mod Limited Clientele Benefit box, please answer the following:

How many Low/Mod People or Households will benefit? Number of People: [Click or tap here to enter text.](#) Number of Households: [Click or tap here to enter text.](#) *(Please choose either People or Households for each project).*

How will income be verified? *(check one of the boxes below)*

- ☐ Income Verification Request Forms
- ☐ Eligibility Status for other Governmental Assistance program
- ☐ Self Certification *(Must request source documentation of 20% of certifications and must inform beneficiary that all sources of income and assets must be included when calculating annual income)*
- ☐ Presumed benefit *(HUD presumes the following to be low and moderate-income: abused children, battered spouses, elderly persons (62+), severely disabled adults, homeless persons, persons living with AIDS, migrant farm workers)*

If you checked the Low/Mod Jobs Benefit box, please answer the following:

To meet the requirements of the "Jobs" National Objective, the business being assisted must enter into an agreement showing commitment that at least 51% of jobs created or retained will be available to low/mod income persons. The business must also be prepared to provide a list of all jobs, detailed information about the jobs being created or retained, the selection and hiring process, and demographic information about the employees.

Will this activity create or retain full time equivalencies (FTEs)? ☐ Create ☐ Retain

For job(s) that are being retained, please provide evidence that the assisted business has issued a notice to affected employees or that the business has made a public announcement to that effect, OR an analysis of relevant financial records that shows the business is likely to cut back on employment in the near future without planned intervention.

Will the job(s) created or retained require a special skill? ☐ Yes ☐ No

What percent of permanent FTEs will be held by or available to low/mod income persons? [Click or tap here to enter text.](#) %

If you checked the Slum/Blight Area or Slum/Blight Spot Benefit box, please answer the following:

What are the boundaries of the slum/blight area or the address of the slum/blight spot? [Click or tap here to enter text.](#)

(Please provide letter from building inspector or other documentation noting deficiencies and include photos)

What deficiency will be corrected or the public improvement be? [Click or tap here to enter text.](#)

If Slum/Blight Area, what percent of buildings are deteriorated? [Click or tap here to enter text.](#)%

IV. Proposed Objectives and Outcomes

Indicate the proposed objective and outcome of the activity/project.

	Outcome #1 Availability/Accessibility	Outcome #2 Affordability	Outcome #3 Sustainability
Objective #1 Suitable Living Environment	☐ Accessibility for the purpose of creating a suitable living environment	☐ Affordability for the purpose of creating a suitable living environment	☐ Sustainability for the purpose of creating a suitable living environment
Objective #2 Decent Housing	☐ Accessibility for the purpose of providing decent housing	☒ Affordability for the purpose of providing decent housing	☐ Sustainability for the purpose of providing decent housing
Objective #3 Economic Opportunity	☐ Accessibility for the purpose of creating economic opportunities	☐ Affordability for the purpose of creating economic opportunities	☐ Sustainability for the purpose of creating economic opportunities

Indicate how the activity outcome will be measured and projected number of beneficiaries.

- ☐ People _____
 ☐ Public Facilities _____
 ☐ Businesses _____
- ☒ Households 5-8
☐ Jobs _____
 ☐ Organizations _____
- ☐ Housing Units _____

V. Project Budget

Provide the total project cost and CDBG request.

Total Project Cost: \$ 141,124

Total CDBG Request: \$ 141,124

CDBG Percent of Total Cost: 100%

Please list all funding sources including CDBG.

Source of Funds	Amount	Committed	Pending
CDBG	\$ 141,124	☐	☒
Click or tap here to enter text.	\$	☐	☐
Click or tap here to enter text.	\$	☐	☐
Total:	\$ 141,124	☐	☒

Please list all project/activity expenses, including CDBG. The following guidance may assist in determining project/activity costs.

For acquisition/clearance, public facilities or improvements, slum/blight, assessment abatement, and similar:

- Acquisition & Improvement Costs - Include purchase price, closing costs, site improvements, clearance of toxic contaminants, and other acquisition and improvement costs
- Construction/Rehabilitation Costs - Include site improvements, construction (labor, materials, supplies), installation, permits and other construction/rehabilitation costs
- Professional Fees and Personnel Costs - Include architectural, engineering and code inspection fees, surveys, appraisals, legal fees, hazardous materials surveys, project management, and other professional/personnel fees
- Other Development Costs - Include relocation, financing costs, environmental reviews, environmental studies, and other development costs
- Eligible Costs for Planning Projects - Include professional services, project management costs, and other planning costs

For public services:

- Operations Costs – Include cost of materials, supplies, facility rental, transportation cost, fees from vendors or subrecipients
- Staff Costs – Include direct and indirect service costs, e.g. salary or hourly wages, benefits, vacation (cannot be accrued), flex leave. Please note, a CDBG subrecipient timesheet must be included with all reimbursement requests.

Itemized Use of Funds/Expenses	Costs	CDBG Funds Requested	Other Funding Sources
Construction/Rehabilitation	\$ 141,124	\$ 141,124	\$
Click or tap here to enter text.	\$	\$	\$
Click or tap here to enter text.	\$	\$	\$
Click or tap here to enter text.	\$	\$	\$
Click or tap here to enter text.	\$	\$	\$
Total:	\$141,124	\$ 141,124	\$

* * * * *

***Please review each section for completeness.
Each activity should have separate Sections I through V.***

CDBG ELIGIBLE ACTIVITIES DEFINITIONS

The following are summary definitions of Community Development Block Grant Eligible Activities:

Please Note: *Although an activity may be deemed eligible for CDBG funding, it does not guarantee funding. The Community Development Needs for the CDBG Program in the Consolidated Plan sets forth the priority of needs and as such dictates which types of eligible activities may be funded in a given year.*

CDBG funds may NOT be used for costs attributable to a building used for the general conduct of government or used for political activities.

Acquisition/Disposition: The use of CDBG funds to acquire real property, in whole or in part, by purchase, long-term lease, donation, or otherwise, for any public purpose. Real property to be acquired may include: land, air rights, easements, water rights, right-of-ways, buildings and other property improvements, or other interests in real property.

Demolition/Clearance: Clearance, demolition, and removal of buildings and improvements including movement of structures to other sites.

Economic Development Activities: Economic development activities may include, but are not limited to: (1) Construction by the grantee or subrecipient of a business incubator designed to provide inexpensive space and assistance to new firms to help them become viable businesses, (2) Loans to pay for the expansion of a factory or commercial business, and (3) Providing training needed by persons on welfare to enable them to qualify for jobs created by CDBG-assisted special economic development activities. The level of public benefit to be derived from the economic development activity must be appropriate given the amount of CDBG assistance.

Rehabilitation: Rehabilitation related activities may include single-family rehabilitation, multi-family rehabilitation, energy efficiency improvements, public housing modernization, and rehabilitation of commercial properties.

General Administration: CDBG funds may be used for the general administration costs incurred by a Subrecipient to administer their CDBG program. Administration costs directly associated with a CDBG activity should be part of the activity as project administration.

Relocation: CDBG funds may be used for relocation payments and assistance to displaced persons, including individuals, families, businesses, non-profits, and farms, where required under section 570.606 of the regulations (pursuant to the Uniform Relocation Act).

Public Facilities/Improvements: CDBG funds may be used by the grantee or other public or private nonprofit entities for the acquisition (including long term leases for periods of 15 years or more), construction, reconstruction, rehabilitation (including removal of architectural barriers to accessibility), or installation, of public improvements or facilities. Buildings for the general conduct of government cannot be acquired or improved with CDBG funds. This includes neighborhood facilities, firehouses, public schools, and libraries, as well as water and/or sewer treatment plants. The regulations further specify that facilities that are designed for use in providing shelter for persons having special needs are considered to be public facilities.

Public Services: CDBG funds may be used to provide public services (including labor, supplies, and materials), provided that each of the following criteria is met: 1) The public service must be either a new service or a quantifiable increase in the level of service; and 2) The amount of CDBG funds obligated within a program year to support public service activities under this category may not exceed 40% of the City's allocation and the total public services of all Subrecipients may not exceed 15% of the total grant awarded to Dakota County for that year.

Planning: Includes studies, analysis, data gathering, preparation of plans, and identification of actions that will implement plans. The types of plans which may be paid for with CDBG funds include, but are not limited to: Comprehensive plans; Individual project plans; Community development plans, Capital improvement programs; Small area and neighborhood plans; Environmental and historic preservation studies; and Functional plans (such as plans for housing, land use, energy conservation, or economic development).

Homeownership Assistance: Homeownership assistance activities may include financial assistance for down payments, closing costs or other part of the purchase process and counseling for pre-purchase, post-purchase or foreclosure prevention.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: January 27, 2020
 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:

Voluntary Resignations and/or Terminations:

Beth Schwartz, Fitness Worker
 Drew McLean, On-Call Firefighter
 Ewald Jacquelyn, Guest Services Worker
 Jennifer Cannon, Admin Intern
 Joseph Baker, On-Call Firefighter
 Kelly McCabe, Fitness Instructor
 Tim Cheyne, On-Call Firefighter

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for Nuisance Abatement 2019

Meeting Date: January 27, 2020
 Item Type: Consent Agenda
 Contact: Nicole Cook, 450-2491
 Prepared by: Nicole Cook, 450-2491
 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

PURPOSE/ACTION REQUESTED

The City Council is to consider:

- 1) A Resolution Declaring Costs to be Assessed and Ordering the Preparation of the Proposed Assessments for 2019 Nuisance Abatement
- 2) A Resolution Calling for a Hearing on Proposed Special Assessments

BACKGROUND

When the City received a complaint of tall grass/weeds or the storage of junk or garbage, an inspection is done, and the property owner is contacted and given seven (7) days in which to cut their grass or remove the junk or garbage. If the work is not done by the property owner, the City will abate the nuisance and assess the property owner.

Costs to be assessed pertain to the City cutting grass and removing garbage and refuse in order to abate a nuisance. City Code 5-9-4 (D) stipulates grass cannot exceed 8 inches in height and City Code 5-9-6 allows for the abatement of public nuisances on property. Public nuisances include long grass and weeds as well as the storage of junk and refuse. The property owners have been given the opportunity to submit payment for the work but have not done so.

There is a total of \$2,364.34 in assessments for 2019.

Staff recommends adopting the attached:

- 1) Resolution Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments
- 2) A Resolution Calling for a Hearing on Proposed Special Assessments

Enc: Resolutions (2)

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

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING
PREPARATION
OF PROPOSED ASSESSMENTS**

**CITY PROJECT NUISANCE ABATEMENT 2019
RESOLUTION NO. _____**

WHEREAS, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2019 Nuisance Abatement

WHEREAS, the total final project cost is \$2,364.34

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

1. The amount to be specially assessed for City Project Nuisance Abatement 2019 is hereby declared to be \$2,364.34
2. The City Clerk, with the assistance of the City Administrator, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights, Minnesota this 27th day of January of 2020.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION CALLING FOR HEARING ON SPECIAL ASSESSMENTS

CITY PROJECT NUISANCE ABATEMENT 2019

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on January 27, 2020, the City Clerk was directed to prepare proposed assessments of the costs of abatement as follows:

2019 Abatements

WHEREAS, the City Clerk has notified the City Council that such assessments have been completed and filed in the City Clerk's office for public inspection.

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

1. A hearing shall be held on March 9th, 2020 in the City Council Chambers, 8150 Barbara Avenue at 7:00 p.m. to consider upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 27th day of January, 2019.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 2, Change Order No. 3, Change Order No. 4, Change Order No. 5, Change Order No. 6 and Pay Voucher No. 6 for City Project No. 2015-03 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 NWA Trunk Watermain Improvements-65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane

Meeting Date: January 27, 2020

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572

Prepared by: Thomas J. Kaldunski, City Engineer

Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Municipal State Aid Funds, Special Assessments, Developer Funds, City Funds

PURPOSE/ACTION REQUESTED

Consider Change Order No. 2, Change Order No. 3, Change Order No. 4, Change Order No. 5, Change Order No. 6 and Pay Voucher No. 6 for City Project No. 2015-03 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 NWA Trunk Watermain Improvements-65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane

SUMMARY

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

See attached Exhibit A for additional information about Change Order Nos. 2 through 6.

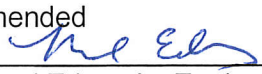
I recommend approval of Change Order No. 2 in the amount of \$32,621.97, Change Order No. 3 in the amount of \$14,624.50, Change Order No. 4 in the amount of \$11,193.88, Change Order No. 5 in the amount of \$13,578.36, Change Order No. 6 in the amount of \$47,851.13 for a revised contract of \$2,087,038.34 and Pay Voucher No. 6 in the amount of \$ 125,665.84 for work on the 2019 Capital Improvement Program (\$112,766.40 for work on City Project No. 2015-03 65th Street Construction (between T.H. 3 and Argenta Trail) and \$12,899.44 for work on City Project No. 2018-03 NWA Trunk Watermain Improvements-65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane).

TJK/me

Attachments: Change Order Nos. 2-6
Pay Voucher No. 6
Exhibit A

CHANGE ORDER NO. 2

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

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: January 27, 2020
Contractor: Danner, Inc.	Engineer: WSB, Inc.
<u>Purpose of Change Order</u> For correction of saturated soils under the project surcharge pile, and removal of saturated soils under the road core from STA 818+50 to 821+00. (See attached Exhibit A)	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 1,743,504.50	Original Contract Time:
Previous Change Order No. 1: \$223,664.00	Net Change from Previous Change Orders: 0
Contract Price Prior to this Change Order \$1,967,168.50	Contract Time Prior to this Change Order
Net Increase of this Change Order: \$ 32,621.97	Net Increase of Change Order:
Contract Price with all Approved Change Orders \$1,999,790.47	Contract Time with Approved Change Orders
Recommended By:  Michael Edwards, Engineering Technician	Approved By: _____ Danner, Inc.

Approved By:


Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

January 27, 2020

CHANGE ORDER NO. 3

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

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077 Contractor: Danner, Inc.	Date of Issuance: January 27, 2020 Engineer: WSB, Inc.
<u>Purpose of Change Order</u> For time and material work to build an additional haul road to Heritage Park and stockpile common excavation material until testing of contaminated soils was complete at Heritage Park. (See attached Exhibit A)	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 1,743,504.50	Original Contract Time:
Previous Change Order Nos. 1 and 2: \$ 256,285.97	Net Change from Previous Change Orders: 0
Contract Price Prior to this Change Order \$1,999,790.47	Contract Time Prior to this Change Order
Net Increase of this Change Order: \$ 14,624.50	Net Increase of Change Order:
Contract Price with all Approved Change Orders \$ 2,014,414.97	Contract Time with Approved Change Orders
Recommended By: <u>Michael Edwards</u> Michael Edwards, Engineering Technician	Approved By: _____ Danner, Inc.

Approved By:

Thomas J. Kaldunski
Thomas J. Kaldunski, City Engineer

Approved By:

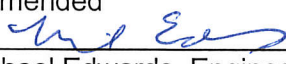
George Tourville, Mayor

Date of Council Action:

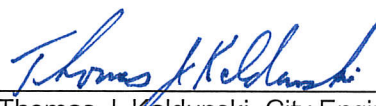
January 27, 2020

CHANGE ORDER NO. 4

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

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: January 27, 2020
Contractor: Danner, Inc.	Engineer: WSB, Inc.
<u>Purpose of Change Order</u> For addition of mastic joint sealant, additional seeding, and street sweeping required on the project. (See attached Exhibit A)	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 1,743,504.50	Original Contract Time:
Previous Change Order Nos. 1, 2 and 3: \$ 270,910.47	Net Change from Previous Change Orders:
Contract Price Prior to this Change Order \$ 2,0144,414.97	Contract Time Prior to this Change Order
Net Increase of this Change Order: \$ 11,193.88	Net Increase of Change Order:
Contract Price with all Approved Change Orders \$ 2,025,608.85	Contract Time with Approved Change Orders
Recommended By:  Michael Edwards, Engineering Technician	Approved By: _____ Danner, Inc.

Approved By:


Thomas J. Waldunski, City Engineer

Approved By:

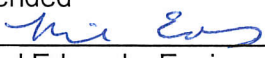
George Tourville, Mayor

Date of Council Action:

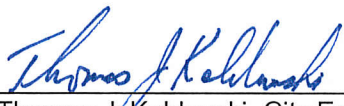
January 27, 2020

CHANGE ORDER NO. 5

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

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: January 27, 2020
Contractor: Danner, Inc.	Engineer: WSB, Inc.
<u>Purpose of Change Order</u> For additional watermain added at Agate Trail to route around the sanitary sewer. (See attached Exhibit A)	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 1,743,504.50	Original Contract Time:
Previous Change Order Nos. 1, 2, 3 and 4 \$282,104.35	Net Change from Previous Change Orders: 0
Contract Price Prior to this Change Order \$2,025,608.85	Contract Time Prior to this Change Order
Net Increase of this Change Order: \$ 13,578.36	Net Increase of Change Order:
Contract Price with all Approved Change Orders \$2,039,187.21	Contract Time with Approved Change Orders
Recommended By:  Michael Edwards, Engineering Technician	Approved By: _____ Danner, Inc.

Approved By:


Thomas J. Kaldunski, City Engineer

Approved By:

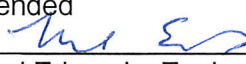
George Tourville, Mayor

Date of Council Action:

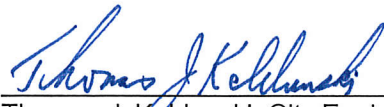
January 27, 2020

CHANGE ORDER NO. 6

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

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: January 27, 2020
Contractor: Danner, Inc.	Engineer: WSB, Inc.
<u>Purpose of Change Order</u> For adjusting the elevation of catch basin 5014 and 5013 previously installed on project, addition of drain tile in all catch basins on 65 th for site drainage, relocation of a watermain hydrant, water testing, and geotextile fabric type 5 in the roadway needed but not included in project quantities. (See attached Exhibit A)	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 1,743,504.50	Original Contract Time:
Previous Change Order Nos. 1, 2, 3, 4, and 5 \$ 295,682.71	Net Change from Previous Change Orders: 0
Contract Price Prior to this Change Order \$ 2,039,187.21	Contract Time Prior to this Change Order
Net Increase of this Change Order: \$ 47,851.13	Net Increase of Change Order:
Contract Price with all Approved Change Orders \$ 2,087,038.34	Contract Time with Approved Change Orders
Recommended By:  Michael Edwards, Engineering Technician	Approved By: _____ Danner, Inc.

Approved By:


Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

January 27, 2020

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

ESTIMATE NO: 6 (six)
DATE: January 27, 2020
PERIOD ENDING: December 31, 2019
PROJECT NO: City Project No. 2015-03 65th Street Construction (between
T.H. 3 and Argenta Trail) and City Project No. 2018-03 NWA
Trunk Watermain Improvements-65th Street Loop (Phase IV
of 2015-12) from Agate Trail to Alverno Lane

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

Original Contract Amount	\$1,743,504.50
Total Addition (C.O. 1-6).....	\$343,533.84
Total Deduction	\$0.00
Total Contract Amount.....	\$2,087,038.34
Total Value of Work to Date.....	\$2,003,489.72
Less Retained (5%)	\$100,174.49
Less Previous Payment.....	\$1,777,649.39
Total Approved for Payment this Voucher.....	\$125,665.84
Total Payments including this Voucher	\$1,903,315.23

Approvals:

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

Signed by:	 Thomas J. Kaldunski, City Engineer	<u>January 27, 2020</u> Date
Signed by:	_____ Danner, Inc.	_____ Date
Signed by:	_____ George Tourville, Mayor	<u>January 27, 2020</u> Date

EXHIBIT A

Change Order No. 2

Accounts for the correction of saturated soils under the project surcharge pile near STA 827+50 as well as removal of saturated soils under the road core from STA 818+50 to 821+00.

During the construction of 65th street it was discovered that the existing slope on the north side of the roadway from 833+00 to 834+50 had a layer of saturated material that would not allow for the proper construction of a stable slope. The Engineer and the contractor reviewed the material and determined that the soil needed to be removed and the soil slope regraded to create a stable embankment.

Also, during the construction of 65th street a large deposit of poor materials was discovered from 818+50 to 821+00. The Engineer reviewed the material and determined that it needed to be removed to build the roadway through this area.

Further, the contractor was directed by the Engineer to remove and replace two manhole top slabs where the Contractor connected to the structures installed by the TH3 project to match the castings being used on the 65th street project.

Total amount for Change Order No. 2 is \$32,621.97.

Change Order No. 3

During construction of the HVP site, it was determined after the letting of the contract that the City wanted to keep fully loaded haul trucks from driving on Doffing Ave due to the condition of the pavement and to prevent the road from being damaged. This required the Contractor to build an access across the south portion of the site. The Engineer reviewed the site with the Contractor and determined that this was necessary to access the site different than was shown in the contract documents.

During the construction of the HVP park site it was determined that there was an excess of fill material on the site and the contractor would need to move the stockpiled material already placed on the site to other areas of the project to account for the increased material. The Engineer reviewed the site and directed the contractor to move the earthwork and place it according to the revised grading contours

Total amount for Change Order No. 3 is \$14,624.50.

Change Order No. 4

The contract did not include a bid item for bituminous joint adhesive to be installed during the final lift of bituminous pavement, the City requested that the Contractor have a sub-contractor perform this work when the bituminous was being placed.

During construction the amount of hauling that was being completed on the project caused a significant amount of tracking out onto TH3, the Engineer directed the contractor to sweep the roadway several times per day in order to keep the tracked material from causing an environmental or safety concern on the adjacent roadways. This item was tracked per hour of sweeping completed on the site for this item.

During construction the areas along the south side of 65th street was immediately adjacent to private homeowner yards, the Engineer directed the contractor to use a turf seed in these areas rather than the boulevard mix specified for the rest of the project.

Total amount for Change Order No. 4 is \$11,193.88.

Change Order No. 5

Accounts for additional watermain added at Agate Trail to route around the sanitary sewer. During construction it was discovered that the watermain grade along 65th street conflicted with the sanitary stub out of Agate Ave from the development. This conflict required an offset to be installed in the ductile iron pipe at this location. The Engineer directed the contractor to order the materials necessary to perform the offset and install it tracking the work as force account.

Total amount for Change Order No. 5 is \$13,578.36.

Change Order No. 6

Accounts for minor changes to complete the construction of the City utilities including the sawing of two catch basins to match the curb line, adjustment of a hydrant on the southwest corner of 65th and Agate Trail, and an extra watermain test necessary to maintain water in a loop configuration for the local users.

Also during the grading of the HVP site, it was determined due to the change in soil quantity coming to the project that a new GPS model would be needed for the new contours accounting for the increase of soil needing to be hauled to the site from various projects.

During construction, it was found that the plan called for Type 5 geotextile to be placed under the roadway sub cut section, however the bid tabulation did not include a bid item for this work. Also the City requested that the drain tile originally detailed in the plans to be installed at the low points should be installed along the full length of the roadway, this required the contractor to saw connections into previously constructed catch basins for the drain tile to be installed. The Contractor was directed to place the Type 5 geotextile and saw the catch basins for the added drain tile and provide a cost for the associated work.

Total amount for Change Order No. 6 is \$47,851.13.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 4, Final Pay Voucher No. 8, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2016-09E – Bancroft Way Area Reconstruction

Meeting Date: January 27, 2020

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572

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

Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

None

Amount included in current budget

Budget amendment requested

FTE included in current complement

New FTE requested – N/A

☒ Other: Pavement Management Fund, Special Assessments, Water Fund, Sewer Fund, County Funds
PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 4, Final Pay Voucher No. 8, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2016-09E – Bancroft Way Area Reconstruction.

SUMMARY

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

Final Compensating Change Order No. 4, in the amount of \$(127,428.29), is to balance the contract amount with the work satisfactorily completed for final payment. The two-year warranty was authorized on June 10, 2019 when the project was substantially complete.

I recommend approval of Final Compensating Change Order No. 4 in the amount of \$(127,428.29), for a total contract amount of \$1,200,851.01, and Final Pay Voucher No. 8 in the amount of \$12,008.51 for City Project No. 2016-09E – Bancroft Way Area Reconstruction.

SWD/nh

Attachments: Final Compensating Change Order No. 4
 Final Pay Voucher No. 8
 Engineer's Final Report
 Resolution Accepting Work

FINAL COMPENSATING CHANGE ORDER NO. 4

2017 Pavement Management Program

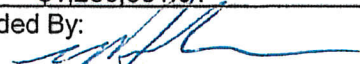
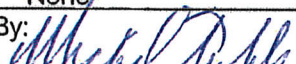
City Project No. 2016-09E – Bancroft Way Area Reconstruction

Owner:	City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance:	January 27, 2020
Contractor:	McNamara Contracting, Inc. 16700 Chippendale Ave. Rosemount, MN 55068	Engineer:	SEH, Inc.

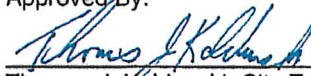
PURPOSE OF CHANGE ORDER

To balance the value of the work satisfactorily completed and total payments made to the Contractor.

Total Value of Work Completed to Date	\$1,200,851.01
<u>Contract Amount to Date</u>	<u>\$1,328,279.30</u>
Final Compensating Change Order Amount	\$(127,428.29)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$1,356,207.30	Original Contract Time:
Previous Change Orders \$(27,928.00)	Net Change from Previous Change Orders None
Contract Price Prior to this Change Order \$1,328,279.30	Contract Time Prior to this Change Order None
Net Increase (Decrease) of this Change Order \$(127,428.29)	Net Increase (Decrease) of Change Order None
Contract Price with all Approved Change Orders \$1,200,851.01	Contract Time with Approved Change None
Recommended By: 	Approved By: 
Nick Hahn, Senior Engineering Technician	McNamara Contracting, Inc.

Approved By:


Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

January 27, 2020

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

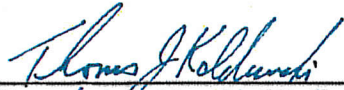
ESTIMATE NO: 8 (Eight) **FINAL**
DATE: January 27, 2020
PERIOD ENDING: December 31, 2019
CONTRACT: 2017 Pavement Management Program
PROJECT NO: 2016-09E – Bancroft Way Area Reconstruction

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

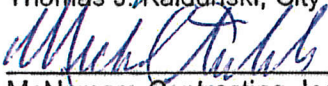
Original Contract Amount\$1,356,207.30
Total Addition (Change Order No. 2)\$16,038.00
Total Deduction (Change Order No. 1 and 4)\$(171,394.29)
Total Contract Amount.....\$1,200,851.01
Total Value of Work to Date.....\$1,200,851.01
Less Retained (0%).....\$0.00
Less Previous Payment.....\$1,188,842.50
Total Approved for Payment this Voucher.....\$12,008.51
Total Payments including this Voucher\$1,200,851.01

Approvals:

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

Signed by: 
Thomas J. Kaldunski, City Engineer

January 27, 2020

Signed by: 
McNamara Contracting, Inc.

January 17, 2020
Date

Signed by: _____
George Tourville, Mayor

January 27, 2020

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2016-09E – BANCROFT WAY AREA RECONSTRUCTION

January 27, 2020

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Park Construction Company. The work consisted of a street reconstruction and water and sewer improvements.

The contractor has completed the project in accordance with the contract.

It is recommended, herewith, that final payment be made for said improvements to the contractor in the amount as follows:

ORIGINAL CONTRACT PRICE	\$2,027,467.80
CHANGE ORDERS	\$(155,356.29)
FINAL CONTRACT AMOUNT	\$1,200,851.01
FINAL VALUE OF WORK	\$1,200,851.01
PREVIOUS PAYMENTS	\$1,188,842.50
BALANCE DUE	\$12,008.51

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

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

**RESOLUTION ACCEPTING WORK OF McNAMARA CONTRACTING, INC. AND AUTHORIZING
FINAL PAYMENT IN THE AMOUNT OF \$12,008.51**

CITY PROJECT NO. 2016-09E – BANCROFT WAY AREA RECONSTRUCTION

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated May 8, 2017, McNamara Contracting, Inc., satisfactorily completed improvements and appurtenances for City Project No. 2016-09E – Bancroft Way Area Reconstruction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: That the work completed under this contract is hereby accepted and approved, and

BE IT FURTHER RESOLVED: That the Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

Adopted by the City Council of Inver Grove Heights this 27th day of January 2020.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

PAYMENT DETAIL LIST

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

Schedule: 1								
Description: Street Improvements								
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LS	1.00	1.00	\$ 15,675.00	\$ 15,675.00	\$ 15,675.00
2	2100.601	NIGHT WORK	EACH	3.00		\$ 100.00	\$ 300.00	\$ -
3	2101.502	CLEARING	TREE	1.00		\$ 450.00	\$ 450.00	\$ -
4	2101.507	GRUBBING	TREE	1.00		\$ 300.00	\$ 300.00	\$ -
5	2104.501	REMOVE CURB AND GUTTER	LF	7165.00	7121.00	\$ 3.00	\$ 21,495.00	\$ 21,363.00
6	2104.503	REMOVE BITUMINOUS PAVEMENT	SF	200.00	210.00	\$ 0.01	\$ 2.00	\$ 2.10
7	2104.505	REMOVE BITUMINOUS DRIVEWAY OR TRAIL PAVEMENT	SY	1674.00	1524.00	\$ 5.00	\$ 8,370.00	\$ 7,620.00
8	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	273.00	328.00	\$ 16.00	\$ 4,368.00	\$ 5,248.00
9	2104.523	SALVAGE SIGN TYPE C	EACH	7.00	7.00	\$ 27.00	\$ 189.00	\$ 189.00
10	2104.523	SALVAGE SIGN TYPE SPECIAL	EACH	1.00	1.00	\$ 27.00	\$ 27.00	\$ 27.00
11	2105.501	COMMON EXCAVATION (EV) (P)	CY	14336.00	14336.00	\$ 15.00	\$ 215,040.00	\$ 215,040.00
12	2105.507	SUBGRADE EXCAVATION (EV)	CY	200.00	29.00	\$ 20.00	\$ 4,000.00	\$ 580.00
13	2105.522	SELECT GRANULAR BORROW (CV)	CY	11372.00	10907.00	\$ 13.50	\$ 153,522.00	\$ 147,244.50
14	2105.541	STABILIZING AGGREGATE	CY	100.00		\$ 35.00	\$ 3,500.00	\$ -
15	2105.604	GEOTEXTILE FABRIC, TYPE V	SY	17057.00	16347.00	\$ 1.00	\$ 17,057.00	\$ 16,347.00
16	2123.610	STREET SWEEPING (WITH PICKUP BROOM)	HOURL	120.00	7.25	\$ 65.00	\$ 7,800.00	\$ 471.25
17	2130.601	WATER USAGE ALLOWANCE	LS	1.00		\$ 2,500.00	\$ 2,500.00	\$ -
18	2211.501	AGGREGATE BASE (CV) CLASS 5	TON	5745.00	5463.75	\$ 4.00	\$ 22,980.00	\$ 21,855.00
19	2331.604	EDGE MILL BITUMINOUS SURFACE	SY	37.00	105.00	\$ 17.00	\$ 629.00	\$ 1,785.00
20	2331.604	BITUMINOUS PAVEMENT RECLAMATION (P)	SF	134622.00	134622.00	\$ 0.15	\$ 20,193.30	\$ 20,193.30
21	2357.502	BITUMINOUS TACK COAT	GAL	960.00	1105.00	\$ 2.00	\$ 1,920.00	\$ 2,210.00
22	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	1786.00	1471.65	\$ 44.00	\$ 78,584.00	\$ 64,752.60
23	2360.501	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	TON	1786.00	1660.28	\$ 42.00	\$ 75,012.00	\$ 69,731.76
24	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2.E), 6.0" - DRIVEWAY	TON	566.00	199.60	\$ 75.00	\$ 42,450.00	\$ 14,970.00
25	2360.604	FULL DEPTH BITUMINOUS PATCHING	SY	200.00		\$ 0.01	\$ 2.00	\$ -
26	2501.602	EXCAV. SPECIAL (POTHOLE EXISTING UTILITY)	EACH	10.00	6.00	\$ 500.00	\$ 5,000.00	\$ 3,000.00
27	2502.521	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT	LF	7200.00	7003.00	\$ 6.00	\$ 43,200.00	\$ 42,018.00
28	2502.521	4" PVC SUMP BASKET PIPE	LF	400.00	11.00	\$ 7.00	\$ 2,800.00	\$ 77.00
29	2504.602	ADJUST CURB STOP BOX	EACH	20.00	2.00	\$ 125.00	\$ 2,500.00	\$ 250.00
30	2504.604	4" POLYSTYRENE INSULATION	SY	80.00		\$ 31.00	\$ 2,480.00	\$ -
31	2506.602	CONSTRUCT DRAINAGE STRUCTURE (SUMP BASKET)	EACH	8.00	1.00	\$ 475.00	\$ 3,800.00	\$ 475.00
32	2521.501	PEDESTRIAN CURB RAMP	EACH	2.00	2.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
33	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LF	7245.00	7270.00	\$ 10.30	\$ 74,623.50	\$ 74,881.00
34	2531.501	CONCRETE CURB AND GUTTER (HAND POUR)	LF	80.00		\$ 17.50	\$ 1,400.00	\$ -
35	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SY	270.00	350.50	\$ 45.00	\$ 12,150.00	\$ 15,772.50
36	2531.507	DECORATIVE DRIVEWAY ALLOWANCE	LS	1.00	0.88	\$ 5,000.00	\$ 5,000.00	\$ 4,400.00
37	2531.604	6" WING APRON	SF	398.00	400.00	\$ 6.00	\$ 2,388.00	\$ 2,400.00
38	2531.604	6" CONCRETE VALLEY GUTTER	LF	151.00	64.00	\$ 27.00	\$ 4,077.00	\$ 1,728.00

Schedule: 3								
Description: Water Main Improvements								
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE WATER SERVICE	EACH	5.00		\$ 250.00	\$ 1,250.00	\$ -
2	2104.501	REMOVE GATE VALVE BOX	EACH	15.00	15.00	\$ 625.00	\$ 9,375.00	\$ 9,375.00
3	2104.501	REMOVE WATERMAIN	LF	85.00		\$ 18.00	\$ 1,530.00	\$ -
4	2104.523	SALVAGE HYDRANT AND GATE VALVE	EACH	2.00	5.00	\$ 350.00	\$ 700.00	\$ 1,750.00
5	2504.601	IRRIGATION ALLOWANCE	LS	1.00		\$ 2,500.00	\$ 2,500.00	\$ -
6	2504.602	1" CORPORATION STOP	EACH	5.00		\$ 105.00	\$ 525.00	\$ -
7	2504.602	1" TYPE K COPPER	EACH	200.00		\$ 31.00	\$ 6,200.00	\$ -
8	2504.602	1" CURB STOP AND BOX	EACH	5.00		\$ 337.00	\$ 1,685.00	\$ -
9	2504.602	6" GATE VALVE BOX	EACH	17.00	15.00	\$ 1,100.00	\$ 18,700.00	\$ 16,500.00
10	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	5.00		\$ 240.00	\$ 1,200.00	\$ -
11	2504.602	INSTALL HYDRANT & GATE VALVE	EACH	2.00	5.00	\$ 5,200.00	\$ 10,400.00	\$ 26,000.00
12	2504.608	DI FITTINGS (EPOXY COATED)	LB	26.00	95.00	\$ 14.00	\$ 364.00	\$ 1,330.00
Schedule 3 Subtotal:							\$ 54,429.00	\$ 54,955.00

Schedule: 4								
Description: Sanitary Sewer Improvements								
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.509	REMOVE SANITARY SEWER SERVICE	EACH	5.00		\$ 300.00	\$ 1,500.00	\$ -
2	2104.509	REMOVE CASTING AND RINGS (SANITARY)	EACH	20.00	20.00	\$ 100.00	\$ 2,000.00	\$ 2,000.00
3	2503.602	F&I EXTERNAL MANHOLE CHIMNEY SEAL	EACH	23.00	23.00	\$ 150.00	\$ 3,450.00	\$ 3,450.00
4	2503.602	SANITARY SEWER SERVICE ADJUSTMENT	EACH	5.00		\$ 1,300.00	\$ 6,500.00	\$ -
5	2503.603	RECONSTRUCT STRUCTURE (SANITARY)	EACH	3.00	3.00	\$ 2,600.00	\$ 7,800.00	\$ 7,800.00
6	2503.606	SANITARY MANHOLE UMBRELLAS	EACH	23.00	23.00	\$ 60.00	\$ 1,380.00	\$ 1,380.00
7	2506.521	INSTALL NEW RINGS AND CASTING (SANITARY)	EACH	23.00	20.00	\$ 775.00	\$ 17,825.00	\$ 15,500.00
Schedule 4 Subtotal:							\$ 40,455.00	\$ 30,130.00

Schedule: 5
Description: Rain Garden Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2411.602	RAIN GARDEN RET. WALL (MODULAR BLOCK)	SQFT	500.00		\$ 42.00	\$ 21,000.00	\$ -
2	2411.602	RAIN GARDEN RET. WALL (BOULDER)	SQFT	500.00	65.00	\$ 31.50	\$ 15,750.00	\$ 2,047.50
3	2411.602	FORD A1 COVER	EACH	16.00	1.00	\$ 140.00	\$ 2,240.00	\$ 140.00
4	2411.602	LIMESTONE SPLASH BLOCK	EACH	30.00	3.00	\$ 55.00	\$ 1,650.00	\$ 165.00
5	2502.541	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LF	160.00	20.00	\$ 10.00	\$ 1,600.00	\$ 200.00
6	2502.602	INSTALL 4" PVC PIPE DRAIN CLEANOUT (VENTED)	EACH	8.00	1.00	\$ 104.00	\$ 832.00	\$ 104.00
7	2504.602	4"x4" TEE (DRAIN TILE TO PVC)	EACH	8.00	1.00	\$ 40.00	\$ 320.00	\$ 40.00
8	2504.602	4" KNIFE VALVE AND BOX	EACH	8.00	1.00	\$ 300.00	\$ 2,400.00	\$ 300.00
9	2506.602	CONST. DRAINAGE STRUCTURE DES. SPEC. 1 (CURBSIDE RAIN GARD)	EACH	8.00	1.00	\$ 2,100.00	\$ 16,800.00	\$ 2,100.00
10	2540.603	LANDSCAPE EDGER PLASTIC	LF	600.00		\$ 7.50	\$ 4,500.00	\$ -
11	2571.507	NATIVE PLUGS	PLANT	1200.00	150.00	\$ 3.70	\$ 4,440.00	\$ 555.00
12	2571.618	RAIN GARDEN PREPARATION, SAND AND COMPOST BEDDING	SF	1600.00	200.00	\$ 10.25	\$ 16,400.00	\$ 2,050.00

Schedule 5 Subtotal: \$ 87,932.00 \$ 7,701.50

Schedule: 6
Description: Babcock Trail Culvert Crossing

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LS	1.00	1.00	\$ 500.00	\$ 500.00	\$ 500.00
2	2104.503	REMOVE BITUMINOUS PAVEMENT	SF	760.00	1066.00	\$ 2.00	\$ 1,520.00	\$ 2,132.00
3	2105.522	SELECT GRANULAR BORROW (CV)	CY	63.00		\$ 30.00	\$ 1,890.00	\$ -
4	2211.501	AGGREGATE BASE (CV) CLASS 5	TON	22.00	23.66	\$ 20.00	\$ 440.00	\$ 473.20
5	2331.604	EDGE MILL BITUMINOUS SURFACE	SY	25.00	25.00	\$ 25.00	\$ 625.00	\$ 625.00
6	2357.502	BITUMINOUS TACK COAT	GAL	4.00	10.00	\$ 2.00	\$ 8.00	\$ 20.00
7	2360.604	FULL DEPTH BITUMINOUS PATCHING	SY	106.00	118.50	\$ 50.00	\$ 5,300.00	\$ 5,925.00
8	2563.601	TRAFFIC CONTROL ALLOWANCE	LS	1.00	1.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
9	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LF	90.00		\$ 3.00	\$ 270.00	\$ -
10	2574.525	BOULEVARD TOPSOIL BORROW (CV)	CY	20.00	20.00	\$ 42.00	\$ 840.00	\$ 840.00
11	2575.501	SEEDING (MIX 25-151)	ACRE	0.15	0.15	\$ 2,600.00	\$ 390.00	\$ 390.00
12	2575.560	FLEXITERRA HYDROMULCH (HYDRAULIC SOIL STAB. TYPE SPECIAL)	LB	75.00	75.00	\$ 3.00	\$ 225.00	\$ 225.00
13	2582.502	PAVEMENT MARKING	LF	60.00	86.00	\$ 16.00	\$ 960.00	\$ 1,376.00
14	2104.501	REMOVE SEWER PIPE (STORM)	LF	70.00	70.00	\$ 14.00	\$ 980.00	\$ 980.00
15	2104.501	REMOVE STORM STRUCTURE	EACH	1.00	1.00	\$ 365.00	\$ 365.00	\$ 365.00
16	2501.515	18" RC PIPE APRON	EACH	1.00	1.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
17	2503.541	18" RC PIPE SEWER DES 3006 CL III	LF	71.00	71.00	\$ 57.00	\$ 4,047.00	\$ 4,047.00
18	2503.602	CONNECT TO EXISTING STORM STRUCTURE	EACH	1.00	1.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00

Schedule 6 Subtotal: \$ 23,560.00 \$ 23,098.20

COST SUMMARY

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

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
1	Street Improvements	\$ 983,792.30	\$ 909,543.31
2	Storm Sewer Improvements	\$ 166,039.00	\$ 159,385.00
3	Rain Garden Improvements	\$ 87,932.00	\$ 7,701.50
4	Water Main Improvements	\$ 54,429.00	\$ 54,955.00
5	Sanitary Sewer Improvements	\$ 40,455.00	\$ 30,130.00
6	Babcock Trail Culvert Crossing	\$ 23,560.00	\$ 23,098.20
Total Base Cost		\$ 1,356,207.30	\$ 1,184,813.01

Change Order No. 1	\$ (43,966.00)
Change Order No. 2	\$ 16,038.00
Final Compensating Change Order No. 4	\$ (127,428.29)
	\$ -

Total Contract Amount	\$ 1,200,851.01
Contract Work Completed To Date	\$ 1,200,851.01
Retainage	\$ -
Previous Payments	\$ 1,188,842.50
Amount Due This Final Payment #8	\$ 12,008.51

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 11 for City Project Nos. 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

Meeting Date: January 27, 2020
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TJK

ST

☐
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Fiscal/FTE Impact:

None
 Amount included in current budget
 Budget amendment requested
 FTE included in current complement
 New FTE requested – N/A
 Other: Municipal State Aid Funds,
 NWA Water Fund 511, NWA Storm
 Water Fund 448

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 11 for City Project Nos. 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

SUMMARY

The improvements were ordered as part of the 2018 Capital Improvement Program. The contract was awarded in the amount of \$3,822,211.12 to Max Steininger, Inc. on July 23, 2018.

Pay Voucher No. 11 is for work that occurred through December 31, 2019 and includes miscellaneous cleanup work, traffic control, and erodible acreage withholding for the 65th Street and T.H. 3 intersection improvements and watermain installation.

I recommend approval of Pay Voucher No. 11, in the amount of \$ 93,567.41 for work on the 2018 Capital Improvement Program, City Project Nos. 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

TJK/me

Attachments: Pay Voucher No. 11

CITY OF INVER GROVE HEIGHTS CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 11 (Eleven)

DATE: January 27, 2020

PERIOD ENDING: December 31, 2019

PROJECT NO: City Project Nos. 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

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

Original Contract Amount\$3,822,211.12

Total Addition\$109,228.88

Total Deduction\$0.00

Total Contract Amount.....\$3,931,440.00

Total Value of Work to Date..... \$3,801,499.54

Less Retained (5%)	\$190,074.98
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Less Previous Payment.....	\$3,517,857.15
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Total Approved for Payment this Voucher..... \$93,567.41

Total Payments including this Voucher\$3,611,424.56

Approvals:

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

Signed by: Thomas J. Kaldunski
Thomas J. Kaldunski, City Engineer

January 27, 2020
Date

Signed by: _____
Max Steinger, Inc.

Date _____

Signed by: _____
George Tourville, Mayor

January 27, 2020
Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Pay Voucher No. 6, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2018-13 – Public Works Maintenance Facility HVAC Improvements.

Meeting Date: January 27, 2020
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 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: Central Equipment Fund

PURPOSE/ACTION REQUESTED

Consider Final Pay Voucher No. 6, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2018-13 – Public Works Maintenance Facility HVAC Improvements.

SUMMARY

The contract was awarded in the amount of \$164,878.00 to Grendahl Mechanical, LLC on August 27, 2018 for City Project No. 2018-13.

The contractor has completed the work through November 30, 2019 in accordance with the contract plans and specifications. A letter of recommendation for payment and acceptance (attached) has been provided by SEH, Inc., the design consultant for the project.

I recommend approval of Final Pay Voucher No. 6 in the amount of \$8,743.90, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2018-13.

SDT/kf

Attachments: Letter from SEH, Inc.
 Final Pay Voucher No. 6
 Engineer's Final Report
 Resolution



Building a Better World
for All of Us®

January 15, 2020

RE: City of Inver Grove Heights, Minnesota
Public Works Building HVAC
Improvements
SEH No. INVER 146552

Mr. Scott Thureen
Public Works Director
8150 Barbary Ave
Inver Grove Heights, MN 55077

Dear Scott:

Please find enclosed Application for Payment No. 6 for the referenced project. The quantities completed to date have been reviewed. Based on our review and recent site visits, we recommend approval for payment to Grendahl Mechanical LLC in the amount of \$8,743.90. This is the final payment for the project.

If approved, please sign and forward payment, along with a copy of the signed pay application, to Grendahl Mechanical LLC, retaining the original for City records.

Please don't hesitate to contact me with any questions or comments. Thank you.

Sincerely,

Nicholas J. Brula
Project Manager

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Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196
SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:

Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN
FROM CONTRACTOR:
Grendahl Mechanical LLC
7101 York Avenue South, Suite 260
Edina, MN 55435
CONTRACT FOR: HVAC Systems

PROJECT:
Public Works Building 1

VIA ARCHITECT:
SEH Architects and Engineers
3535 Vandals Center Drive
SL Paul, MN 55110

APPLICATION #: 6
PERIOD TO: 11/30/19
PROJECT NOS:
CONTRACT DATE: 0

Distribution to:

☐	Owner
☐	Const. Mar
☒	Architect
☐	Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM _____
2. Net change by Change Orders _____ \$
3. CONTRACT SUM TO DATE (Line 1 +/- 2) _____
4. TOTAL COMPLETED & STORED TO DATE - \$
(Column G on Continuation Sheet)

\$	164,878.00
\$	500.00
\$	165,378.00
\$	165,378.00

5. RETAINAGE:

- a. 5.0% of Completed Work
(Columns D+E on Continuation Sheet)
- b. 5.0% of Stored Material
(Column F on Continuation Sheet)

\$	8,268.90
\$	0.00

6. TOTAL EARNED LESS RETAINAGE _____
Total in Column 1 of Continuation Sheet _____
(Line 4 less Line 5 Total)

\$	8,268.90
\$	157,109.10

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) _____ \$

\$	156,634.00
\$	8,743.90

8. CURRENT PAYMENT DUE _____ \$
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) _____ \$

\$	8,743.90
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CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$500.00	\$0.00
NET CHANGES by Change Order		\$500.00

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

CONTRACTOR:

By:  Date: 1/15/2020

State of: _____
County of: _____
Subscribed and sworn to before me this _____ day of _____

Notary Public: _____
My Commission expires: _____

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED _____ \$ 8,743.90
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:  Date: 1/15/2020
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
Public Works Building HVAC Improvements

Page 2 of 2 Pages

APPLICATION NUMBER: 6
APPLICATION DATE: 12/2/2019
PERIOD TO: 30-Nov-19
ARCHITECT'S PROJECT NO: 0

A Item No.	B Description of Work	C Scheduled Value		D Work Completed From Previous Application (D + E)		E Work Completed This Period		F Materials Presently Stored (Not In D or E)		G Total Completed And Stored To Date (D + E + F)		H Balance To Finish (C - G)		I Retainage	
1	Administration, Mobilization and Permits	24,000.00	0.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00	100%	0.00	0.00	1,200.00	0.00
2															
3															
4	>>HVAC <<														
5	Demolition	5,000.00		5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	100%	0.00	0.00	250.00	0.00
6	MUA equipment (furnish and install)	61,400.00		61,400.00	0.00	0.00	0.00	0.00	0.00	61,400.00	100%	0.00	0.00	3,070.00	0.00
7	EEF equipment (furnish and install)	18,578.00		18,578.00	0.00	0.00	0.00	0.00	0.00	18,578.00	100%	0.00	0.00	928.90	0.00
8	Electrical and controls	23,000.00		23,000.00	0.00	0.00	0.00	0.00	0.00	23,000.00	100%	0.00	0.00	1,150.00	0.00
9	Ductwork fabrication and installation	18,900.00		18,900.00	0.00	0.00	0.00	0.00	0.00	18,900.00	100%	0.00	0.00	945.00	0.00
10	Ductwork insulation	14,000.00		14,000.00	0.00	0.00	0.00	0.00	0.00	14,000.00	100%	0.00	0.00	700.00	0.00
11		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00
12		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00
13		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00
14		0		0	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00
15		0		0	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00
16	CHANGE ORDERS	500.00		500.00	0.00	500.00	0.00	0.00	0.00	500.00	100%	0.00	0.00	500.00	0.00
17		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00
18		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00
19		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00
20		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00
21		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00
22		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00
23		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00
24		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00
25		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00
26		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00
27		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	0.00	0.00
28	SUBTOTALS PAGE 2	165,378.00		164,878.00	500.00	0.00	0.00	0.00	0.00	165,378.00	100%	0.00	0.00	8,743.90	0.00

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**CITY PROJECT NO. 2018-13
PUBLIC WORKS MAINTENANCE FACILITY HVAC IMPROVEMENTS**

January 27, 2020

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Grendahl Mechanical, LLC. The work consisted of HVAC improvements for the Public Works Maintenance Facility.

The contractor has completed the project in accordance with the contract.

It is recommended, herewith, that final payment be made for said improvements to the contractor in the amount as follows:

ORIGINAL CONTRACT PRICE	\$164,878.00
CHANGE ORDERS (NO. 1)	500.00
FINAL CONTRACT AMOUNT	\$165,378.00
FINAL VALUE OF WORK	\$165,378.00
PREVIOUS PAYMENTS	\$156,634.10
BALANCE DUE	\$8,743.90

Sincerely,



Scott D. Thureen, P.E.
Public Works Director

SDT/kf

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

**RESOLUTION ACCEPTING WORK OF GREND AHL MECHANICAL, LLC AND
AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$8,743.90 FOR CITY PROJECT NO.
2018-13 – PUBLIC WORKS MAINTENANCE FACILITY HVAC IMPROVEMENTS.**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated August 27, 2018, Grendahl Mechanical, LLC satisfactorily completed improvements and appurtenances for City Project No. 2018-13.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: That the work completed under this contract is hereby accepted and approved, and

BE IT FURTHER RESOLVED: That the Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

Adopted by the City Council of Inver Grove Heights this 27th day of January 2020

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement, Storm Water Facilities Maintenance Agreement and Permanent Utility and Drainage Easement for 3 High Road (S ½ of the SW ¼ of Section 32, Township 28, Range 22, Dakota County, Minnesota)

Meeting Date: January 27, 2020

Item Type: Consent

Contact: Thomas J. Kaldunski, 651-450-2572

Prepared by: Thomas J. Kaldunski, City Engineer

Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve Custom Grading Agreement, Storm Water Facilities Maintenance Agreement and Permanent Utility and Drainage Easement for 3 High Road (S ½ of the SW ¼ of Section 32, Township 28, Range 22, Dakota County, Minnesota).

SUMMARY

The owners of 3 High Road are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Jeffrey and Meghan Johnson, have provided the required grading and erosion control plans. They have also signed the Custom Grading Agreement (attached). An engineering escrow of \$2,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owner has applied for a building permit and has provided a \$10,000 LOC prior to permit issuance.

The owners have also agreed to execute a SWFMA (attached) for an infiltration basin to be constructed on the lot. In addition, they will be providing a Permanent Utility and Drainage Easement (attached) on the perimeter of the lot.

It is recommended that the City Council approve the Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Utility and Drainage Easement for 3 High Road (S ½ of the SW ¼ of Section 32, Township 28, Range 22, Dakota County, Minnesota).

TJK/mw

Attachments: Custom Grading Agreement
Storm Water Facilities Maintenance Agreement
Permanent Utility and Drainage Easement

CUSTOM GRADING AGREEMENT
FOR
3 HIGH ROAD, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
3 HIGH ROAD, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT is made and entered into on the 27th day of January, 2020, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

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

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

1. That the Owner enter into this Custom Grading Agreement, which agreement defines the work which the Owner undertakes to complete; and
2. The Owner shall provide an irrevocable letter of credit or cash deposit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such Improvements within the period specified by the City; and

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

ARTICLE 1
DEFINITIONS

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

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

1.3 OWNER. "Owner" means Jeffrey L. Johnson and Meghan E. Johnson, husband and wife, and their successors and assigns.

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

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

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

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

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

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

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

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

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

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

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

1.12 PRIOR EASEMENT HOLDERS. "Prior Easement Holders" means and includes all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by this Custom Grading Agreement.

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

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

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

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

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

- A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.
- B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.
- D. **FEE TITLE.** The Owner owns fee title to the Property.
- E. **WARRANTY ON PROPER WORK AND MATERIALS.** The Owner warrants all work required to be performed by it under this Custom Grading Agreement against defective material and faulty workmanship for a period of two (2) years after its completion. During the warranty period the Owner shall be solely responsible for all costs of performing repair work required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality,

and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the Owner to repair and correct and damage to or deficiency with respect to such improvements.

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

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

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

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

If to Owner:
Jeffrey L. Johnson and Meghan E. Johnson
3 High Road
Inver Grove Heights, MN 55077

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

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

ARTICLE 2 **APPROVAL OF DEVELOPMENT PLANS**

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

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

ARTICLE 3 **IMPROVEMENTS**

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

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

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

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

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

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

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

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

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

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

Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions. Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

3.11 RETAINING WALL. If a retaining wall will be constructed on the Property as part of the Improvements, then prior to the City issuing a building permit for the Property, a retaining wall permit must be issued by the City. If the Property is to have a retaining wall constructed as part of the Improvements, then prior to the City granting a temporary certificate of occupancy or

a final certificate of occupancy for the Property, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

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

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

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

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

ARTICLE 6 **OWNER WARRANTIES**

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

ARTICLE 7
CITY WARRANTIES

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

ARTICLE 8
INDEMNIFICATION OF CITY

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

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

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

9.1 CITY REMEDIES. If an Owner Default occurs, that is not caused by Force Majeure, the City shall give the Owner Formal Notice of the Owner Default and the Owner shall have ten (10) business days to cure the Owner Default. If the Owner, after Formal Notice to it by the City, does not

cure the Owner Default within ten (10) business days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

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

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

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

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

ARTICLE 10 **ESCROW DEPOSIT**

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

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2022. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2022, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

- a.) a Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2022.

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

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

10.2 ESCROW RELEASE AND ESCROW INCREASE.

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

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

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

The Engineering Escrow Amount shall also be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping on the Owner

Property in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

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

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

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

ARTICLE 11 **MISCELLANEOUS**

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

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

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

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

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

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

11.7 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this Custom Grading Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Custom Grading Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Custom Grading

Agreement, waive compliance by another with any of the covenants contained in this Custom Grading Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Custom Grading Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Custom Grading Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 27th day of January, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:



Jeffrey L. Johnson



Meghan E. Johnson

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 17th day of January, 2020, by Jeffrey L. Johnson and Meghan E. Johnson, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Notary Public



THIS INSTRUMENT DRAFTED BY:

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

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

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

That part of the South Half of the Southwest Quarter of Section 32, Township 28, Range 22, Dakota County, Minnesota, described as follows: Beginning at the Northeast corner of the Southwest Quarter of the Southwest Quarter; thence Westerly along the North line thereof a distance of 190.40 feet; thence Southerly at right angles to said North line a distance of 300.00 feet; thence Easterly, parallel with said North line of the South Half of the Southwest Quarter, a distance of 290.40 feet; thence Northerly at right angles a distance of 300.00 feet to said North line of the South Half of the Southwest Quarter; thence Westerly along said North line a distance of 100.00 feet to the point of beginning.

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Certificate of Survey	1-16-2020	E.G. Rud & Sons, Inc.

The Development Plans were approved by the City Engineer on January 16, 2020.

CERTIFICATE OF SURVEY -for- CREATIVE HOMES -of- 3 HIGH ROAD

TREE DETAIL

DENOTES ELEVATION
 DENOTES TREE QUANTITY
 DENOTES TREE SIZE IN INCHES
 DENOTES TREE TYPE
 X DENOTES TREE TO BE REMOVED

BENCHMARK

MONUMENT STATION # 1226
 MONUMENT NAME: 1985
 ELEVATION: 1072.456 (MVD 80)

City of Inver Grove Heights
 1100 East Avenue
 Inver Grove Heights, MN 55077-2419

Approval to construct the proposed project is hereby granted by the City of Inver Grove Heights, Minnesota, for all information given by the applicant, and the applicant is responsible for all dimensions, quantities and performance of the project and for the safety of the project. The City of Inver Grove Heights, Minnesota, does not assume any liability for the work of the applicant and for ensuring compliance with the City of Inver Grove Heights, Minnesota, Ordinance.

Approval of this project or item does not release the applicant of the responsibility for complying with all requirements of the City of Inver Grove Heights, Minnesota.

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

Date: 1/16/2020 By: [Signature]

GRAPHIC SCALE

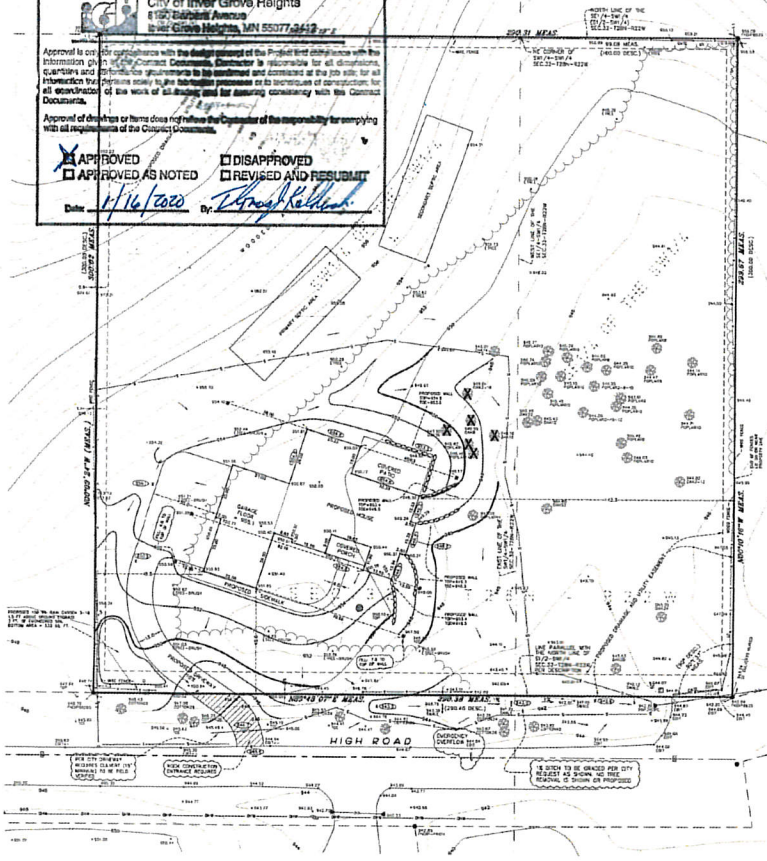


VICINITY MAP



DAKOTA COUNTY, MINNESOTA
(NO SCALE)

DIAGONAL: 108.14 x 76.02 = 131.07
 (9 FOOT PAVED MAIL DELIVERY EASEMENT)
PROPOSED ELEVATIONS:



PROPERTY DESCRIPTION

(PER DAKOTA COUNTY DOCUMENT NO. 2130538)

The following described tract, place or parcel of land situated, lying and being in the County of Dakota and State of Minnesota, to-wit:

That part of the South Half (S1/2) of the Southwest Quarter (SW1/4) of Section Thirty Two (32), Township Twenty Eight (28), Range Twenty Two (22), described as follows:

Beginning at the northeast corner of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4), thence westerly along the north line thereof a distance of 195.45 feet, thence southerly at right angles to said north line a distance of 300.00 feet, thence easterly parallel with said north line of the South Half (S1/2) of the Southwest Quarter (SW1/4) a distance of 200.00 feet, thence northerly at right angles a distance of 300.00 feet to said north line of South Half (S1/2) of Southwest Quarter (SW1/4), thence westerly along said north line a distance of 100.00 feet to the point of beginning, containing 2.0 acres.

according to the Government Survey thereof

PROPOSED DRAINAGE AND UTILITY EASEMENT DESCRIPTION:

A perpetual easement for drainage and utility purposes over, under and across the north, east and west 5 feet and the south 10 feet of the following described tract:

That part of the South Half (S1/2) of the Southwest Quarter (SW1/4) of Section Thirty Two (32), Township Twenty Eight (28), Range Twenty Two (22), Dakota County, Minnesota described as follows:

Beginning at the northeast corner of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4), thence westerly along the north line thereof a distance of 195.45 feet, thence southerly at right angles to said north line a distance of 300.00 feet, thence easterly parallel with said north line of the South Half (S1/2) of the Southwest Quarter (SW1/4) a distance of 200.00 feet, thence northerly at right angles a distance of 300.00 feet to said north line of South Half (S1/2) of Southwest Quarter (SW1/4), thence westerly along said north line a distance of 100.00 feet to the point of beginning, containing 2.0 acres.

according to the Government Survey thereof

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES PIONEER POLE
- DENOTES EXISTING SPOT ELEVATION
- DENOTES ELECTRICAL BOX
- DENOTES FENCE
- DENOTES EXISTING CONTOURS
- DENOTES TREE LINE
- DENOTES DRAINAGE LINE
- DENOTES IMPERVIOUS SURFACE
- DENOTES PROPOSED ELEVATION
- DENOTES DIRECTION OF DRAINAGE
- DENOTES ROAD HUB/NET/ANGLE, SLOPE AT 11 FOOT DISTANCE (SEE NOTES)
- DENOTES PROPOSED CONTOURS
- DENOTES PROPOSED RETAINING WALL
- DENOTES PROPOSED SLOPE FENCE

IMPERVIOUS SURFACE CALCULATIONS

Total Paved Area = 87,556 SF
 Proposed House, Garage, Porch & Patio = 4,202 SF
 Proposed Driveway = 2,440 SF
 Proposed Sidewalk = 356 SF
 Total Proposed Impervious Surface = 7,000 SF
 Percent Proposed Impervious Surface = 8.1%

EARTHWORK CALCULATIONS

623 Cu. Yds. of back cut
 109 Cu. Yds. of bank fill
 1313 Cu. Yds. of fill with compaction (1094 x 1.2 = 1313)
 Balance = 710 Cu. Yds. of fill (1313 fill - 603 cut = 710 fill)

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 10/15/19.
- Bearings shown are on Dakota County datum.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to review upon receipt of a current title commitment or an attorney's title opinion.
- Contours shown are a compilation of field work done by E.G. Rud and Sons, Inc. and MDCO color distribution.
- Max. 4:1 slope in proposed grading areas.
- Total driveway area from garage to street = 2,813 sq. ft.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Date: 1/16/2020 License No. 41378
 E.G. Rud & Sons, Inc.

Drawn By	Check By	Date
J. E. G. Rud	J. E. G. Rud	1/16/2020
J. E. G. Rud	J. E. G. Rud	1/16/2020
J. E. G. Rud	J. E. G. Rud	1/16/2020
J. E. G. Rud	J. E. G. Rud	1/16/2020
J. E. G. Rud	J. E. G. Rud	1/16/2020

E.G. RUD & SONS, INC.
 Professional Land Surveyors
 6776 Lake Drive NE, Suite 110
 Lino Lakes, MN 55014
 Tel: (651) 341-8200 Fax: (651) 341-8701

APPENDIX 2
IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
<u> X </u>	Prior to obtaining building permit or 12-31-20, whichever occurs first	Grading, drainage, and sediment & erosion control, including construction of a raingarden
<u> X </u>	Prior to Certificate of Occupancy	As-built
<u> X </u>	Prior to Certificate of Occupancy	Driveway
<u> X </u>	Within 6 months after Certificate of Occupancy	Landscaping

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR
3 HIGH ROAD, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 27th day of January, 2020, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Jeffrey L. Johnson and Meghan E. Johnson, husband and wife (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means Jeffrey L. Johnson and Meghan E. Johnson, husband and wife, and their successors and assigns.

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

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

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Certificate of Survey prepared by E.G. Rud & Sons, Inc. dated January 16, 2020 and approved by the City Engineer on January 16, 2020 and that certain Raingarden Sizing Guide prepared by

the City of Inver Grove Heights dated December 23, 2019. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit B**.

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

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

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

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

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

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve plans for construction of a new home on the Landowner Property.

Recital No. 3. The City is willing to approve the construction plans for the new home, if, among other conditions imposed by the City, Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to December 31, 2020, Landowner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Landowner at a location and in a configuration as approved by the City.

The Storm Water Facilities shall be completed by December 31, 2020; however, the City Engineer may extend the completion date by subsequent written action of the City Engineer.

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

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability).
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District.
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.
- d. The Standard of Maintenance shall comply with the Residential Bioretention Basin (STM-15) dated January 2017 and the Bioretention Basin Installation Notes (STM-19) dated March 2015, both attached hereto as **Exhibit C**.

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

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

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

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

3.4 Notice of Non-Compliance with Section 3.3 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

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

Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

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

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

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

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

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

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

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

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

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

ARTICLE 4 **ESCROW DEPOSIT**

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

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

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

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

ARTICLE 5
CITY'S COVENANTS

5.1 Approval of Development Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions imposed by the City in the Custom Grading Agreement between the City and Landowner dated January 13, 2020, are satisfied, the Council will approve the Development Plans as referenced in the Custom Grading Agreement.

ARTICLE 6
MISCELLANEOUS

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

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

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

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

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

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

If to City:

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

If to Landowner:

Jeffrey L. Johnson and Meghan E. Johnson
3 High Road
Inver Grove Heights, MN 55077

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 27th day of January, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:



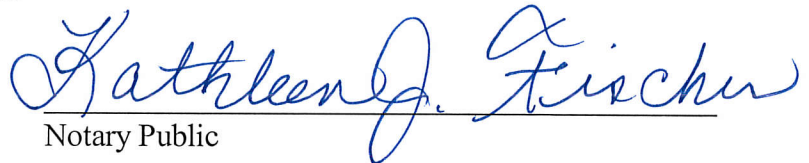
Jeffrey L. Johnson



Meghan E. Johnson

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 17th day of January, 2020, by Jeffrey L. Johnson and Meghan E. Johnson, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Notary Public



THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

That part of the South Half of the Southwest Quarter of Section 32, Township 28, Range 22, Dakota County, Minnesota, described as follows: Beginning at the Northeast corner of the Southwest Quarter of the Southwest Quarter; thence Westerly along the North line thereof a distance of 190.40 feet; thence Southerly at right angles to said North line a distance of 300.00 feet; thence Easterly, parallel with said North line of the South Half of the Southwest Quarter, a distance of 290.40 feet; thence Northerly at right angles a distance of 300.00 feet to said North line of the South Half of the Southwest Quarter; thence Westerly along said North line a distance of 100.00 feet to the point of beginning.

EXHIBIT B STORM WATER FACILITY PLAN

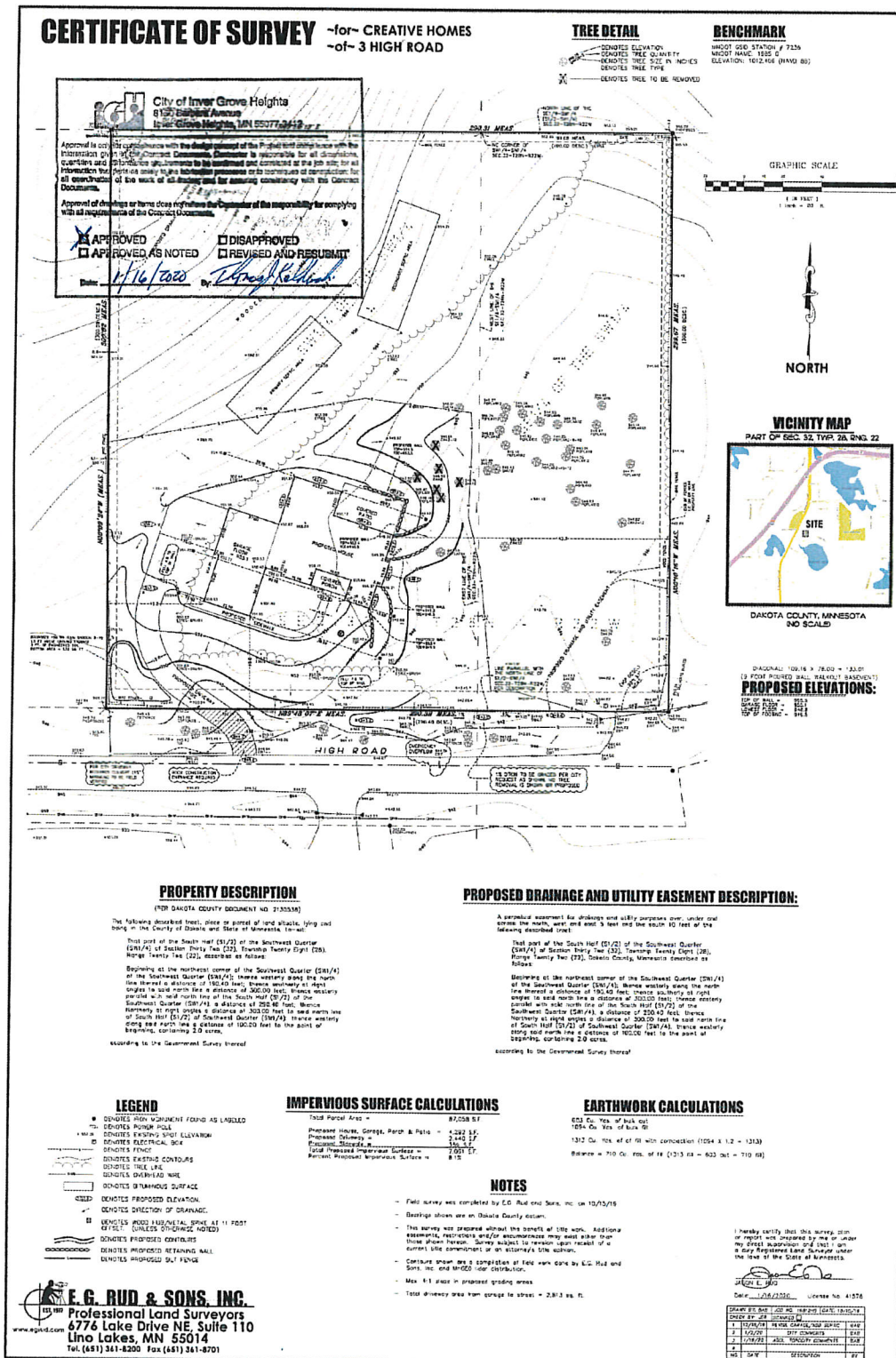


EXHIBIT B (CONTINUED)

STORM WATER FACILITY PLAN

RAIN GARDEN SIZING GUIDE

Jeff Johnson

3 High Road

MDW

12/23/2019

Mitigating 6,579 SF of Impervious Surface (Given Kingsley Sandy Loam Type 'C' Soils)

Post Condition Runoff Volume (100-year)=	3572 CF
Precondition Runoff Volume (100-year)=	2222 CF
Volume to be treated (Cubic Feet)=	1350 CF
Gallons to be treated=	10099 GAL

HydroCAD Run-off Volume Results	
(CN=98)	0.082 AF
(CN=74)	0.051 AF

3-18: 100-Year Rain Garden (18-inch depth dead storage, 3.0-feet Engineered Soils)

Rain Garden C (100-yr)	
Above Ground Storage Volume	1.5 feet
Engineered Soil	3 feet
Rain Garden Bottom Area	529 SF
Total Storage Vol. =	1349 CF

2-18: 100-Year Rain Garden (18-inch depth dead storage, 2.0-feet Engineered Soils)

Rain Garden C (100-yr)	
Above Ground Storage Volume	1.5 feet
Engineered Soil	2 feet
Rain Garden Bottom Area	613 SF
Total Storage Vol. =	1349 CF

1.5-18: 100-Year Rain Garden (18-inch depth dead storage, 1.5-feet Engineered Soils)

Rain Garden C (100-yr)	
Above Ground Storage Volume	1.5 feet
Engineered Soil	1.5 feet
Rain Garden Bottom Area	666 SF
Total Storage Vol. =	1349 CF

3-12: 100-Year Rain Garden (12-inch depth dead storage, 3.0-feet Engineered Soils)

Rain Garden C (100-yr)	
Above Ground Storage Volume	1 feet
Engineered Soil	3 feet
Rain Garden Bottom Area	658 SF
Total Storage Vol. =	1349 CF

2-12: 100-Year Rain Garden (12-inch depth dead storage, 2.0-feet Engineered Soils)

Rain Garden C (100-yr)	
Above Ground Storage Volume	1 feet
Engineered Soil	2 feet
Rain Garden Bottom Area	794 SF
Total Storage Vol. =	1350 CF

1.5-12: 100-Year Rain Garden (12-inch depth dead storage, 1.5-feet Engineered Soils)

Rain Garden C (100-yr)	
Above Ground Storage Volume	1 feet
Engineered Soil	1.5 feet
Rain Garden Bottom Area	885 SF
Total Storage Vol. =	1350 CF

3-9: 100-Year Rain Garden (9-inch depth dead storage, 3.0-feet Engineered Soils)

Rain Garden C (100-yr)	
Above Ground Storage Volume	0.75 feet
Engineered Soil Storage Volume	3 feet
Rain Garden Bottom Area	750 SF
Total Storage Vol. =	1350 CF

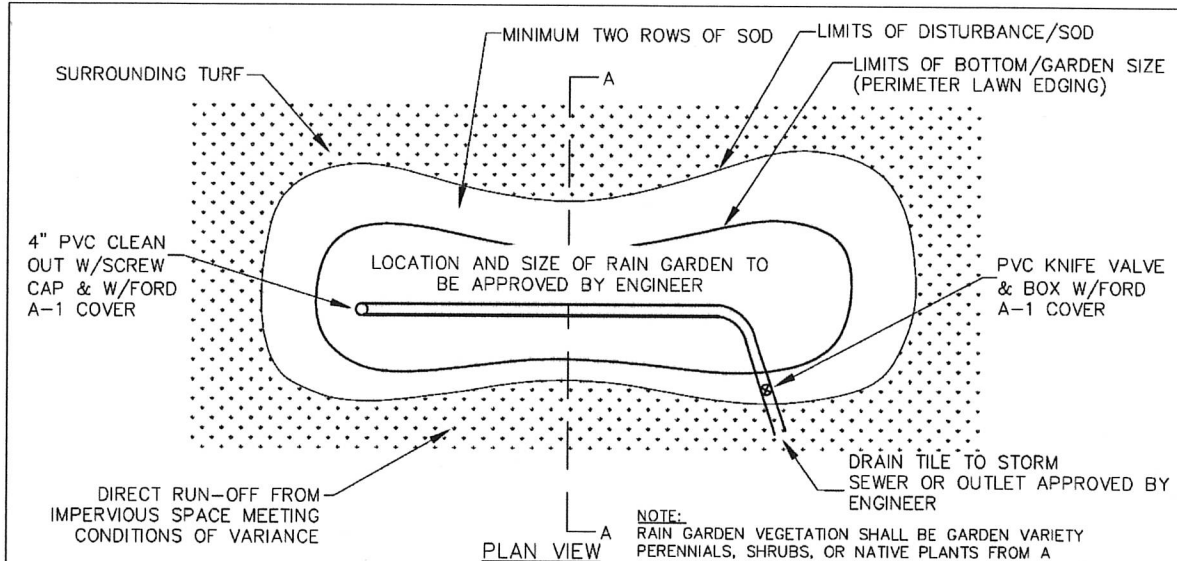
2-9: 100-Year Rain Garden (9-inch depth dead storage, 2.0-feet Engineered Soils)

Rain Garden C (100-yr)	
Above Ground Storage Volume	0.75 feet
Engineered Soil Storage Volume	2 feet
Rain Garden Bottom Area	930 SF
Total Storage Vol. =	1349 CF

1.5-9: 100-Year Rain Garden (9-inch depth dead storage, 1.5-feet Engineered Soils)

Rain Garden C (100-yr)	
Above Ground Storage Volume	0.75 feet
Engineered Soil Storage Volume	1.5 feet
Rain Garden Bottom Area	1058 SF
Total Storage Vol. =	1349 CF

EXHIBIT C RESIDENTIAL BIORETENTION BASIN (STM-15)

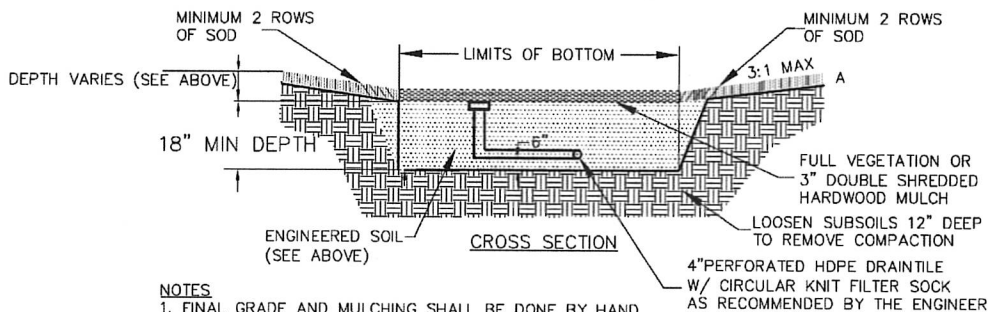


SUBSOIL TYPE	SUBSOIL TYPE	RECOM. DEPTH
A	SAND/GRAVEL	12"-18"
B	SAND WITH CLAY OR SILT	9"-12"
C	CLAY OR SILT WITH SAND	6"-9"
D	CLAYS OR SILTS	6"

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

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

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



NOTES

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



RESIDENTIAL BIORETENTION BASIN

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

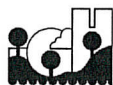
01/17

PLATE NO.
STM-15

EXHIBIT C (CONTINUED)
BIORETENTION BASIN INSTALLATION NOTES

Bioretention Installation Notes

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



**BIORETENTION BASIN
INSTALLATION NOTES**

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

3/15

PLATE NO.
STM-19

EXHIBIT D
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

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

EXHIBIT E
ANNUAL INSPECTION FORM

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

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

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 27th day of January, 2020, between Jeffrey L. Johnson and Meghan E. Johnson, husband and wife (hereinafter referred to as “Landowner”) and City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter “**Landowner’s Property**”).

The Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto (hereinafter “**Permanent Easement**”) under, over, across, through and upon that real property legally described on **Exhibit B** (hereinafter the “**Permanent Easement Area**”) attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, water mains, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, water mains, drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

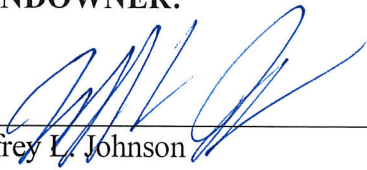
(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

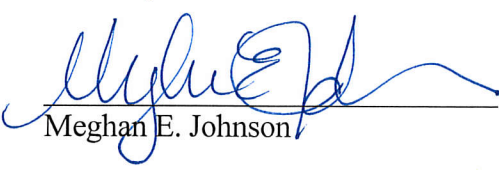
On this 27th day of January, 2020, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:



Jeffrey L. Johnson



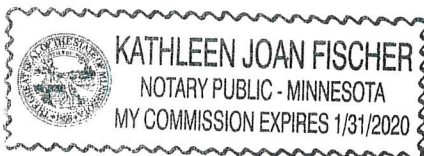
Meghan E. Johnson

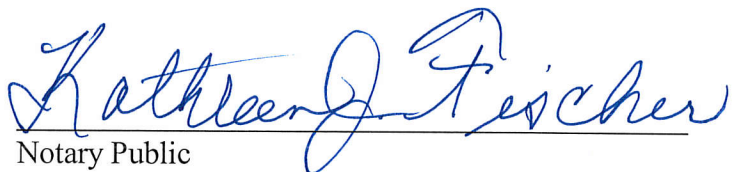
STATE OF MINNESOTA)

COUNTY OF DAKOTA)

ss.

The foregoing instrument was acknowledged before me this 17th day of January, 2020, by Jeffrey L. Johnson and Meghan E. Johnson, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.





Kathleen Joan Fischer
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

That part of the South Half of the Southwest Quarter of Section 32, Township 28, Range 22, Dakota County, Minnesota, described as follows: Beginning at the Northeast corner of the Southwest Quarter of the Southwest Quarter; thence Westerly along the North line thereof a distance of 190.40 feet; thence Southerly at right angles to said North line a distance of 300.00 feet; thence Easterly, parallel with said North line of the South Half of the Southwest Quarter, a distance of 290.40 feet; thence Northerly at right angles a distance of 300.00 feet to said North line of the South Half of the Southwest Quarter; thence Westerly along said North line a distance of 100.00 feet to the point of beginning.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A perpetual easement for drainage and utility purposes over, under and across the north, west and east 5 feet and the south 10 feet of the following described tract:

That part of the South Half (S1/2) of the Southwest Quarter (SW1/4) of Section Thirty Two (32), Township Twenty Eight (28), Range Twenty Two (22), Dakota County, Minnesota described as follows:

Beginning at the northeast corner of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4); thence westerly along the north line thereof a distance of 190.40 feet; thence southerly at right angles to said north line a distance of 300.00 feet; thence easterly parallel with said north line of the South Half (S1/2) of the Southwest Quarter (SW1/4), a distance of 290.40 feet; thence Northerly at right angles a distance of 300.00 feet to said north line of South Half (S1/2) of Southwest Quarter (SW1/4); thence westerly along said north line a distance of 100.00 feet to the point of beginning, containing 2.0 acres,

according to the Government Survey thereof.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Amend Assessment Roll for 2019 Pavement Management Program, City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction for the Residential Driveway Restoration Program Participation

Meeting Date: January 27, 2020
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

pk
SWD
SAT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Amend assessment roll for 2019 Pavement Management Program, City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction for the Residential Driveway Restoration Program Participation.

BACKGROUND

The Driveway Restoration Program was initiated in 2008. This program allows homeowners who meet certain driveway reconstruction requirements, and who are impacted by the project, to receive a credit against the special assessment for the project levied against the homeowner's property. During reconstruction, the City typically removes and restores a portion of the driveway to tie into the newly reconstructed street. This program was developed for homeowners who desire to replace their entire driveway in conjunction with a City project to receive a credit for the paving the City would have performed. The homeowner hires a contractor of their choice to reconstruct and pave their entire driveway from the garage up to the curb.

The driveway credit is based on City contract prices and the estimated portion of the project assessment designated for driveway paving on the project. The two (2) residential participants receive the same credit amount of \$268.25. This represents a total driveway credit program of \$536.50.

Attached is an amended assessment roll which reflects property owners that will receive a driveway credit. Since the assessment roll has been levied to the County, the City will submit the amended roll to the County. If a person has already paid the assessment in full, a check for the driveway credit amount will be issued to the homeowner.

Staff recommends approval of the revised, attached assessment roll to be forwarded onto Dakota County.

TJK/kf

Attachments: Amended Assessment Roll for City Project No. 2018-09F
 Resolution

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

RESOLUTION NO _____

**RESOLUTION AMENDING THE ASSESSMENT ROLL FOR CITY PROJECT NO. 2018-09F –
55TH STREET COURT AND 55TH STREET RECONSTRUCTION FOR THE RESIDENTIAL
DRIVEWAY RESTORATION PROGRAM PARTICIPATION**

WHEREAS, on May 28, 2019, the assessment roll for City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction was adopted by the City Council of Inver Grove Heights; and

WHEREAS, the City allows residents to participate in a Residential Driveway Restoration Program for areas of street reconstruction and this program allows a landowner to receive a credit towards his/her assessment if they hire a contractor to replace their whole driveway from the garage up to the curb, including the portion adjacent to the street that was removed to facilitate the street reconstruction; and

WHEREAS, landowners that have participated in the Residential Driveway Restoration Program have all completed their driveway and the credit can now be applied toward their assessment; and

WHEREAS, the 2018-09F assessment roll as attached has been amended to reflect the credit applied towards these homeowner's assessment.

NOW, THEREFORE, BE IT RESOLVED THAT the amended assessment roll for City Project No. 2018-09F – 55th Street Court and 55th Street Reconstruction is hereby amended to reflect credits for the Residential Driveway Restoration Program.

Adopted this 27th day of January 2020 by the City Council of the City of Inver Grove Heights, Minnesota.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**CITY PROJECT NO. 2018-09F
55TH STREET COURT/55TH STREET RECONSTRUCTION**

AMENDED ASSESSMENT ROLL (TO INCLUDE DRIVEWAY CREDITS)

**TERMS: 10 Years at 5.15 Percent
Interest to Start Accruing on 1/1/2020**

PID NO.	OWNER	SITE ADDRESS	DRIVEWAY CREDIT	FINAL ASSESSMENT	FINAL ASSESSMENT WITH DRIVEWAY CREDIT
202210001160	MARGARET J FOX	1908 55TH STREET CT E	\$268.26	\$6,562	\$6,293.74
202210001150	JODI L SPITTAL SIEGEL	1910 55TH STREET CT E	\$268.26	\$6,562	\$6,293.74

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 14 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 – VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements

Meeting Date: January 27, 2020
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SWD
SDT
SB

Fiscal/FTE Impact:	
☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Fund, Special Assessments, Utility Funds, DEED Grants, LRIP – MN State Reconstruction Bonds, State Aid Funds, Street Reconstruction Bonds

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 14 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.

SUMMARY

The improvements were ordered as part of the 2018 Pavement Management Program. The contract was awarded in the amount of \$4,189,854.00 to McNamara Contracting, Inc., on March 12, 2018 for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction and City Project No. 2017-21 – VMCC/Golf Course Parking Lots.

The projects are substantially complete, and the retainage is being reduced from 1% to 0.25% to cover very minor turf establishment.

I recommend approval of Pay Voucher No. 14, in the amount of \$31,358.17 (\$24,891.73 for work on City Project No. 2015-09D – Broderick Boulevard Reconstruction, \$6,234.20 for work on City Project No. 2017-21 VMCC/Golf Course Parking Lots, \$232.24 for work on City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and \$0.00 for work on City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements), for work through December 31, 2019.

SWD/nh

Attachments: Pay Voucher No. 14

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

ESTIMATE NO: 14 (Fourteen)
DATE: January 27, 2020
PERIOD ENDING: December 31, 2019
CONTRACT: 2018 Pavement Management Program
PROJECT NO: 2015-09D – Broderick Boulevard Reconstruction, 2017-21 – VMCC/Golf Course
Parking Lots, 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and
2018-11 – Fire Station No. 2 Fiber Optic Improvements

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

Original Contract Amount\$4,189,854.00
Total Addition (Change Order No. 2, 4, 5, 6, 7, and 8).....\$237,125.50
Total Deduction (Change Order No. 1)\$(114,728.75)
Total Contract Amount.....\$4,312,250.75
Total Value of Work to Date.....\$4,181,090.37
Less Retained (0.25%)\$10,452.73
Less Previous Payment.....\$4,139,279.47
Total Approved for Payment this Voucher.....\$31,358.17
Total Payments including this Voucher\$4,170,637.64

Approvals:

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

Signed by:	<u>Thomas J. Kaldunski, City Engineer</u>	<u>January 27, 2020</u>
Signed by:	<u>McNamara Contracting, Inc.</u>	<u>Date</u>
Signed by:	<u>George Tourville, Mayor</u>	<u>January 27, 2020</u>

PAYMENT DETAIL LIST

Contract: CP 2015-09D, 2018-08, 2018-11
 Owner: City of Inver Grove Heights
 Projects: Broderick Blvd. Reconstruction
 Fire Station No. 2 Sewer and Water Improvements
 Fire Station No. 2 Fiber Optic Improvements
 SAP: 178-124-001

Schedule: A
 Description: CP 2015-09D Street Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LUMP SUM	1.00	1.00	\$ 131,000.00	\$ 131,000.00	\$ 131,000.00
2	2031.602	FIELD OFFICE	EACH	1.00	1.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00
3	2101.501	CLEARING	ACRE	1.00	1.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00
4	2101.502	CLEARING	TREE	19.00	19.00	\$ 105.00	\$ 1,995.00	\$ 1,995.00
5	2101.506	GRUBBING	ACRE	1.00	1.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00
6	2101.507	GRUBBING	TREE	19.00	19.00	\$ 105.00	\$ 1,995.00	\$ 1,995.00
7	2104.501	REMOVE CURB & GUTTER	LIN FT	12550.00	12,493.00	\$ 3.00	\$ 37,650.00	\$ 37,479.00
8	2104.503	REMOVE BITUMINOUS WALK	SQ FT	33500.00	37,119.00	\$ 0.25	\$ 8,375.00	\$ 9,279.75
9	2104.505	REMOVE CONCRETE WALK	SQ YD	670.00	1,119.00	\$ 6.00	\$ 8,130.00	\$ 6,714.00
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	670.00	756.00	\$ 9.00	\$ 6,030.00	\$ 6,804.00
11	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	40515.00	40,515.00	\$ 1.00	\$ 40,515.00	\$ 40,515.00
12	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	2115.00	2,142.50	\$ 2.00	\$ 4,230.00	\$ 4,285.00
13	2104.523	SALVAGE SIGN TYPE C	EACH	61.00	61.00	\$ 37.00	\$ 2,257.00	\$ 2,257.00
14	2104.523	SALVAGE SIGN TYPE D	EACH	2.00	2.00	\$ 175.00	\$ 350.00	\$ 350.00
15	2104.601	PROTECT LIGHTING SYSTEM	LUMP SUM	1.00	1.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00
16	2105.501	COMMON EXCAVATION (P)	CU YD	29758.00	29,758.00	\$ 15.00	\$ 446,370.00	\$ 446,370.00
17	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	890.00	1,893.98	\$ 23.00	\$ 15,870.00	\$ 43,561.54
18	2105.522	SELECT GRANULAR BORROW (CV) (P)	CU YD	19490.00	19,490.00	\$ 13.00	\$ 253,370.00	\$ 253,370.00
19	2105.543	STABILIZING AGGREGATE	TON	200.00	91.25	\$ 35.00	\$ 7,000.00	\$ 3,193.75
20	2105.601	DEWATERING	LUMP SUM	1.00	1.00	\$ 1.00	\$ 1.00	\$ -
21	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	27500.00	25,607.00	\$ 1.00	\$ 27,500.00	\$ 25,607.00
22	2112.604	SUBGRADE PREPARATION (P)	SQ YD	16615.00	16,615.00	\$ 0.50	\$ 8,307.50	\$ 8,307.50
23	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	TON	100.00	73.75	\$ 120.00	\$ 12,000.00	\$ 8,850.00
24	2130.501	WATER	M GALLON	100.00	100.00	\$ 35.00	\$ 3,500.00	\$ 3,500.00
25	2211.501	AGGREGATE BASE CLASS 5	TON	21010.00	18,344.97	\$ 7.50	\$ 157,575.00	\$ 137,587.28
26	2221.501	SHOULDER BASE AGGREGATE CLASS 1	TON	200.00	271.30	\$ 35.00	\$ 7,000.00	\$ 9,495.50
27	2232.604	EDGE MILL BITUMINOUS SURFACE	SQ YD	400.00	44.00	\$ 2.50	\$ 1,000.00	\$ 110.00
28	2301.607	HIGH EARLY STRENGTH CONCRETE	CU YD	100.00	162.00	\$ 15.00	\$ 1,500.00	\$ 2,430.00
29	2331.603	JOINT ADHESIVE (MASTIC)	LIN FT	19000.00	15,057.00	\$ 0.55	\$ 10,450.00	\$ 8,281.35
30	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3.C)	TON	8603.00	8,179.32	\$ 45.00	\$ 387,135.00	\$ 368,069.40
31	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	TON	5101.00	4,528.94	\$ 45.00	\$ 229,545.00	\$ 203,802.30
32	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)	EACH	5.00	4.00	\$ 700.00	\$ 3,500.00	\$ 2,800.00
33	2502.541	4" PERF PVC PIPE DRAIN	LIN FT	10000.00	9,915.22	\$ 4.00	\$ 40,000.00	\$ 39,660.88
34	2506.522	ADJUST FRAME & RING CASTING	EACH	7.00	6.00	\$ 750.00	\$ 5,250.00	\$ 4,500.00
35	2521.501	6" CONCRETE WALK	SQ FT	26920.00	26,689.00	\$ 4.75	\$ 127,870.00	\$ 126,772.75
36	2521.511	3" BITUMINOUS WALK	SQ FT	70000.00	64,976.00	\$ 1.25	\$ 87,500.00	\$ 81,220.00
37	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	16050.00	13,908.00	\$ 11.25	\$ 180,562.50	\$ 156,465.00
38	2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	25.00	64.00	\$ 26.60	\$ 665.00	\$ 1,702.40
39	2531.502	CONCRETE CURB DESIGN B6	LIN FT	35.00	89.00	\$ 12.20	\$ 427.00	\$ 841.80
40	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	900.00	788.00	\$ 62.00	\$ 55,800.00	\$ 48,856.00
41	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	100.00	121.00	\$ 22.50	\$ 2,250.00	\$ 2,722.50
42	2531.603	CONCRETE CURB & GUTTER DESIGN B618 - TIP OUT	LIN FT	1300.00	1,088.00	\$ 11.50	\$ 14,950.00	\$ 12,512.00
43	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	60.00	92.00	\$ 82.00	\$ 4,920.00	\$ 7,544.00
44	2531.604	6" WING APRON	SQ YD	250.00	277.00	\$ 47.00	\$ 11,750.00	\$ 13,019.00
45	2531.618	TRUNCATED DOMES	SQ FT	604.00	560.00	\$ 40.00	\$ 24,160.00	\$ 22,400.00
46	2540.601	LANDSCAPE RESTORATION ALLOWANCE	LUMP SUM	1.00	2.47	\$ 10,000.00	\$ 10,000.00	\$ 24,700.00
47	2540.603	LANDSCAPE EDGER - STEEL	LIN FT	35.00	35.00	\$ 15.00	\$ 525.00	\$ -
48	2550.602	ADJUST HANCEHOLE	EACH	4.00	9.00	\$ 700.00	\$ 2,800.00	\$ 6,300.00
49	2557.501	WIRE FENCE DESIGN 48V-9322	LIN FT	1070.00	1,011.00	\$ 26.00	\$ 27,820.00	\$ 26,286.00

50	2563.601	TRAFFIC CONTROL	LUMP SUM	1.00	1.00	\$	20,000.00	\$	20,000.00	\$	20,000.00
51	2563.618	CONSTRUCTION SIGNS-SPECIAL	SQ FT	100.00	44.00	\$	22.00	\$	2,200.00	\$	968.00
52	2564.531	SIGN PANELS TYPE SPECIAL	SQ FT	24.00	24.00	\$	65.00	\$	1,560.00	\$	1,560.00
53	2564.531	SIGN PANELS TYPE C	SQ FT	604.00	640.74	\$	33.00	\$	19,932.00	\$	21,144.42
54	2564.537	INSTALL SIGN TYPE C	EACH	1.00	3.00	\$	185.00	\$	185.00	\$	555.00
55	2564.537	INSTALL SIGN TYPE D	EACH	2.00	2.00	\$	420.00	\$	840.00	\$	840.00
56	2564.602	8" PVC SIGN INSTALLATION SLEEVE	EACH	21.00	17.00	\$	57.00	\$	1,197.00	\$	969.00
57	2565.616	REVISE SIGNAL SYSTEM A	SYSTEM	1.00	1.00	\$	21,000.00	\$	21,000.00	\$	21,000.00
58	2565.616	REVISE SIGNAL SYSTEM B	SYSTEM	1.00	1.00	\$	7,700.00	\$	7,700.00	\$	7,700.00
59	2573.502	SILT FENCE: TYPE MS	LIN FT	15000.00	12,133.00	\$	2.00	\$	30,000.00	\$	24,266.00
60	2573.530	STORM DRAIN INLET PROTECTION	EACH	42.00	81.00	\$	150.00	\$	6,300.00	\$	12,150.00
61	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	7500.00	650.00	\$	2.00	\$	15,000.00	\$	1,300.00
62	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00		\$	3,500.00	\$	3,500.00	\$	-
63	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1.00	1.00	\$	1,500.00	\$	1,500.00	\$	1,500.00
64	2573.601	STORMWATER MANAGEMENT ALLOWANCE	LUMP SUM	1.00	0.23	\$	10,000.00	\$	10,000.00	\$	2,300.00
65	2574.525	BOULEVARD TOPSOIL BORROW	CU YD	5000.00	4,110.00	\$	23.00	\$	115,000.00	\$	94,530.00
66	2575.511	MULCH MATERIAL TYPE 1	TON	12.00		\$	190.00	\$	2,280.00	\$	-
67	2575.604	EROSION CONTROL BLANKET - FUTERRA F4 NETLESS BLANKET	SQ YD	2000.00	3,687.00	\$	2.00	\$	4,000.00	\$	7,374.00
68	2575.605	SEED MIXTURE 25-131	ACRE	1.50	2.52	\$	1,700.00	\$	2,550.00	\$	4,284.00
69	2575.605	RAPID STABILIZATION METHOD 2 MOD	ACRE	0.25	0.32	\$	2,100.00	\$	525.00	\$	672.00
70	2575.605	SEED MIXTURE 35-221	ACRE	1.50	1.50	\$	2,800.00	\$	4,200.00	\$	4,200.00
71	2575.605	SEED MIXTURE 25-121	ACRE	2.50	2.50	\$	1,250.00	\$	3,125.00	\$	3,125.00
72	2575.607	LANDSCAPE ROCK	CU YD	10.00	5.00	\$	115.00	\$	1,150.00	\$	575.00
73	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	21000.00	20,375.00	\$	1.15	\$	24,150.00	\$	23,431.25
74	2582.501	PAVT MSSG EPOXY GR IN	SQ FT	336.00	315.00	\$	18.00	\$	6,048.00	\$	5,670.00
75	2582.502	4" SOLID LINE EPOXY GR IN	LIN FT	12300.00	12,433.00	\$	0.45	\$	5,535.00	\$	5,594.85
76	2582.502	8" SOLID LINE EPOXY GR IN	LIN FT	350.00	354.00	\$	2.50	\$	875.00	\$	885.00
77	2582.502	12" SOLID LINE EPOXY GR IN	LIN FT	155.00	182.00	\$	8.50	\$	1,375.50	\$	1,547.00
78	2582.502	8" DOTTED LINE EPOXY GR IN	LIN FT	135.00	103.00	\$	3.50	\$	472.50	\$	360.50
79	2582.502	4" DBLE SOLID LINE EPOXY GR IN	LIN FT	6900.00	7,550.00	\$	0.90	\$	6,210.00	\$	6,795.00
80	2582.503	CROSSWALK EPOXY GR IN	SQ FT	1212.00	1,374.00	\$	6.50	\$	7,878.00	\$	8,931.00

Schedule A Subtotal: \$ 2,755,080.00 \$ 2,641,488.72

Schedule: B
Description: CP 2015-09D Storm Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	2110.00	1,968.00	\$ 10.00	\$ 21,100.00	\$ 19,680.00
2	2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	20.00	20.00	\$ 325.00	\$ 6,500.00	\$ 6,500.00
3	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	15.00	16.00	\$ 700.00	\$ 10,500.00	\$ 11,200.00
4	2104.602	REMOVE CATCH BASIN TOP SLAB	EACH	3.00	3.00	\$ 150.00	\$ 450.00	\$ 450.00
5	2105.501	COMMON EXCAVATION (P)	CU YD	518.00	518.00	\$ 16.25	\$ 8,417.50	\$ 8,417.50
6	2501.602	15" RC PIPE APRON AND TRASH GUARD	EACH	2.00	2.00	\$ 110.00	\$ 220.00	\$ 220.00
7	2502.521	6" PVC PIPE DRAIN	LIN FT	40.00	40.00	\$ 28.00	\$ 1,120.00	\$ 1,120.00
8	2502.541	6" PERF PVC PIPE DRAIN	LIN FT	173.00	156.00	\$ 7.00	\$ 1,211.00	\$ 1,092.00
9	2502.602	VENTED CLEANOUT ASSEMBLY	EACH	1.00	1.00	\$ 360.00	\$ 360.00	\$ 360.00
10	2502.602	6" KNIFE VALVE AND BOX	EACH	1.00	1.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00
11	2502.602	CORE DRAIN TILE	EACH	1.00	15.00	\$ 425.00	\$ 425.00	\$ 6,375.00
12	2503.541	15" RC PIPE SEWER DES 3008 CL V	LIN FT	2287.00	2,267.00	\$ 30.00	\$ 68,610.00	\$ 68,010.00
13	2503.541	18" RC PIPE SEWER DES 3008 CL V	LIN FT	484.00	484.00	\$ 36.50	\$ 17,666.00	\$ 17,666.00
14	2503.541	24" RC PIPE SEWER DES 3008 CL III	LIN FT	155.00	161.00	\$ 44.00	\$ 6,820.00	\$ 7,094.00
15	2503.541	30" RC PIPE SEWER DES 3008 CL III	LIN FT	162.00	162.00	\$ 63.00	\$ 10,206.00	\$ 10,206.00
16	2503.602	CONSTRUCT BULKHEAD	EACH	3.00	7.00	\$ 500.00	\$ 1,500.00	\$ 3,500.00
17	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	9.00	11.00	\$ 1,200.00	\$ 10,800.00	\$ 13,200.00
18	2503.602	CONNECT TO EXISTING STORM SEWER STRUCTURE	EACH	5.00	5.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00
19	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	21.00	21.00	\$ 2,825.00	\$ 59,325.00	\$ 59,325.00
20	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	3.00	3.00	\$ 4,200.00	\$ 12,600.00	\$ 12,600.00
21	2506.502	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	1.00	1.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
22	2506.502	CONST DRAINAGE STRUCTURE DES 84-4020	EACH	1.00	1.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00
23	2506.502	CONST DRAINAGE STRUCTURE DES 96-4020	EACH	1.00	1.00	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00
24	2506.602	FURNISH & INSTALL NEW RINGS AND CASTING (STORM)	EACH	14.00	14.00	\$ 1,000.00	\$ 14,000.00	\$ 14,000.00
25	2506.602	FURNISH & INSTALL NEW MANHOLE TOP SLAB	EACH	3.00	3.00	\$ 1,225.00	\$ 3,675.00	\$ 3,675.00
26	2506.602	CONST DRAINAGE STRUCTURE DES 2X3' CB	EACH	13.00	13.00	\$ 1,775.00	\$ 23,075.00	\$ 23,075.00
27	2511.501	RANDOM RIPRAP CLASS III	CU YD	10.00	10.00	\$ 120.00	\$ 1,200.00	\$ 1,200.00
28	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	42.00	41.00	\$ 2.50	\$ 105.00	\$ 102.50
29	2574.525	FILTER TOPSOIL BORROW	CU YD	100.00	200.00	\$ 37.00	\$ 3,700.00	\$ 7,400.00
30	2575.605	SEED MIXTURE 33-261	ACRE	0.50	0.50	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00

Schedule B Subtotal: \$ 313,685.50 \$ 326,558.00

Schedule: C
Description: CP 2015-09D Water Main Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE WATER MAIN	LIN FT	160.00	182.00	\$ 9.50	\$ 1,520.00	\$ 1,729.00
2	2104.523	SALVAGE HYDRANT & VALVE	EACH	11.00	10.00	\$ 750.00	\$ 8,250.00	\$ 7,500.00
3	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	12.00	10.00	\$ 100.00	\$ 1,200.00	\$ 1,000.00
4	2104.602	REMOVE GATE VALVE AND CAP EXISTING CROSS	EACH	3.00	1.00	\$ 1,600.00	\$ 4,800.00	\$ 1,600.00
5	2504.602	WATERMAIN OFFSET	EACH	2.00	1.00	\$ 17,000.00	\$ 34,000.00	\$ 17,000.00
6	2504.602	FURNISH & INSTALL NEW RINGS AND CASTING (WATERMAIN)	EACH	12.00	13.00	\$ 900.00	\$ 10,800.00	\$ 9,000.00
7	2504.602	HYDRANT AND GATE VALVE	EACH	11.00	11.00	\$ 6,250.00	\$ 68,750.00	\$ 81,250.00
8	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS	EACH	12.00	18.00	\$ 1,500.00	\$ 18,000.00	\$ 27,000.00
9	2504.602	ADJUST CURB STOP	EACH	5.00	8.00	\$ 80.00	\$ 400.00	\$ -
10	2504.602	REMOVE AND REPLACE GATE VALVE BOX	EACH	12.00	8.00	\$ 600.00	\$ 7,200.00	\$ 4,800.00
11	2504.602	RECONSTRUCT BUTTERFLY VALVE MANHOLE	EACH	3.00	3.00	\$ 3,900.00	\$ 11,700.00	\$ -
12	2504.604	4" POLYSTYRENE INSULATION	SQ YD	100.00	165.00	\$ 36.00	\$ 3,600.00	\$ -
13	2504.608	DUCTILE IRON FITTINGS	POUND	1000.00	165.00	\$ 6.00	\$ 6,000.00	\$ 990.00

Schedule C Subtotal: \$ 176,220.00 \$ 151,869.00

Schedule: D								
Description: CP 2015-09D Sanitary Sewer Improvements								
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.602	SALVAGE CASTING AND RINGS (STORM/SANITARY/WATERMAIN)	EACH	17.00	16.00	\$ 100.00	\$ 1,700.00	\$ 1,600.00
2	2503.602	FURNISH & INSTALL NEW RINGS AND CASTING (SANITARY)	EACH	13.00	16.00	\$ 1,000.00	\$ 13,000.00	\$ 16,000.00
3	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	17.00	16.00	\$ 150.00	\$ 2,550.00	\$ 2,400.00
4	2503.602	RECONSTRUCT SANITARY SEWER MANHOLE	EACH	4.00	1.00	\$ 3,000.00	\$ 12,000.00	\$ 3,000.00
5	2503.602	SANITARY SEWER UMBRELLAS	EACH	17.00		\$ 75.00	\$ 1,275.00	\$ -
Schedule D Subtotal:							\$ 30,525.00	\$ 23,000.00

Schedule: E								
Description: CP 2015-09D College Trail Berm Reconstruction								
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2101.502	CLEARING	TREE	2.00	2.00	\$ 105.00	\$ 210.00	\$ 210.00
2	2101.507	GRUBBING	TREE	2.00	2.00	\$ 105.00	\$ 210.00	\$ 210.00
3	2104.501	REMOVE PIPE DRAIN	LIN FT	30.00	30.00	\$ 13.00	\$ 390.00	\$ 390.00
4	2104.509	REMOVE GATE VALVE	EACH	2.00	1.00	\$ 800.00	\$ 1,600.00	\$ 800.00
5	2104.602	REMOVE FLARED END SECTION	EACH	1.00	1.00	\$ 30.00	\$ 30.00	\$ 30.00
6	2104.604	SALVAGE SHOREMAX	SQ YD	15.00	15.00	\$ 15.00	\$ 225.00	\$ 225.00
7	2105.501	COMMON EXCAVATION (P)	CU YD	300.00	300.00	\$ 17.00	\$ 5,100.00	\$ 5,100.00
8	2105.601	SITE GRADING	LUMP SUM	1.00	1.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
9	2411.521	GRANULAR BACKFILL (CV)	CU YD	300.00	300.00	\$ 10.00	\$ 3,000.00	\$ 3,000.00
10	2503.541	24" RC PIPE SEWER DES 3006 CL III	LIN FT	36.00	36.00	\$ 60.00	\$ 2,160.00	\$ 2,160.00
11	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00	1.00	\$ 1,225.00	\$ 1,225.00	\$ 1,225.00
12	2503.602	CONNECT TO EXISTING STORM SEWER STRUCTURE	EACH	1.00	1.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00
13	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	1.00	1.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00
14	2540.604	INSTALL SHOREMAX	SQ YD	15.00	15.00	\$ 100.00	\$ 1,500.00	\$ 1,500.00
15	2573.502	SILT FENCE; TYPE MS	LIN FT	65.00	550.00	\$ 4.00	\$ 260.00	\$ 2,200.00
16	2575.511	MULCH MATERIAL TYPE 1	TON	0.40		\$ 190.00	\$ 76.00	\$ -
17	2575.604	EROSION CONTROL BLANKET – FUTERRA F4 NETLESS BLANKET	SQ YD	100.00	276.00	\$ 4.50	\$ 450.00	\$ 1,242.00
18	2575.605	SEED MIXTURE 33-261	ACRE	0.10	0.10	\$ 2,000.00	\$ 200.00	\$ 200.00
19	2575.605	SEED MIXTURE 25-121	ACRE	0.10	0.10	\$ 1,200.00	\$ 120.00	\$ 120.00
20	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	700.00	700.00	\$ 1.25	\$ 875.00	\$ 875.00
Schedule E Subtotal:							\$ 29,931.00	\$ 31,787.00

Alternate: 1								
CP 2015-09D 80th Street Crossing								
Description:								
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.503	REMOVE BITUMINOUS WALK	SQ FT	50.00	360.00	\$ 8.00	\$ 400.00	\$ 2,880.00
2	2104.505	REMOVE CONCRETE WALK	SQ YD	25.00	12.50	\$ 24.00	\$ 600.00	\$ 300.00
3	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	10.00	19.00	\$ 45.00	\$ 450.00	\$ 855.00
4	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	50.00	43.00	\$ 5.00	\$ 250.00	\$ 215.00
5	2104.523	SALVAGE SIGN TYPE C	EACH	2.00		\$ 38.00	\$ 76.00	\$ -
6	2211.501	AGGREGATE BASE CLASS 5	TON	10.00		\$ 80.00	\$ 800.00	\$ -
7	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3.C)	TON	2.00	4.30	\$ 300.00	\$ 600.00	\$ 1,290.00
8	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	TON	1.00	2.20	\$ 300.00	\$ 300.00	\$ 660.00
9	2521.501	6" CONCRETE WALK	SQ FT	100.00	112.00	\$ 16.20	\$ 1,620.00	\$ 1,814.40
10	2521.511	3" BITUMINOUS WALK	SQ FT	50.00	216.00	\$ 10.00	\$ 500.00	\$ 2,160.00
11	2531.618	TRUNCATED DOMES	SQ FT	50.00	38.00	\$ 40.00	\$ 2,000.00	\$ 1,520.00
12	2565.616	REVISE SIGNAL SYSTEM B	SYSTEM	1.00	1.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00
13	2582.503	CROSSWALK EPOXY GR IN	SQ FT	480.00	450.00	\$ 7.00	\$ 3,360.00	\$ 3,150.00
Alternate 1 Subtotal:							\$ 24,456.00	\$ 28,344.40

Schedule: F CP 2018-08 Fire Station No. 2 Water Main Improvements									
Description:									
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date	
1		FURNISH AND INSTALL 24" X 12" WET TAP	EACH	1.00	1.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	
2		12" DIP WATERMAIN CL 52	LIN FT	55.00	55.00	\$ 85.00	\$ 4,675.00	\$ 4,675.00	
3		12" WATERMAIN PLUG	EACH	1.00	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
4		PARKING LOT AND TURF RESTORATION	LUMP SUM	0.50	0.40	\$ 12,000.00	\$ 6,000.00	\$ 4,800.00	
Schedule C Subtotal:							\$ 19,175.00	\$ 17,975.00	

Schedule: G CP 2018-08 Fire Station No. 2 Sanitary Sewer Improvements									
Description:									
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date	
1		SANITARY SEWER MANHOLE AND CASTING	EACH	1.00	1.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
2		8" SDR 35 PVC SANITARY SEWER PIPE	LIN FT	10.00	2.00	\$ 95.00	\$ 950.00	\$ 190.00	
3		CONNECT TO EXISTING SANITARY SEWER	EACH	1.00	1.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
4		PARKING LOT AND TURF RESTORATION	LUMP SUM	0.50	0.40	\$ 12,000.00	\$ 6,000.00	\$ 4,800.00	
Schedule C Subtotal:							\$ 14,950.00	\$ 12,990.00	

Schedule: H CP 2018-11 Fire Station No. 2 Fiber Optic Improvements									
Description:									
Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date	
1		INSTALL CONDUIT	LIN FT	40.00		\$ 10.00	\$ 400.00	\$ -	
2		HANDHOLE/SPICE BOX COORDINATION	LUMP SUM	1.00		\$ 750.00	\$ 750.00	\$ -	
Schedule D Subtotal:							\$ 1,150.00	\$ -	

COST SUMMARY

Contract: CP 2015-09D, 2018-08, 2018-11
 Owner: City of Inver Grove Heights
 Project: Broderick Reconstruction
 Fire Station No. 2 Sewer and Water Improvements
 Fire Station No. 2 Fiber Optic Improvements

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
A	CP 2015-09D Street Improvements	\$ 2,755,080.00	\$ 2,641,488.72
B	CP 2015-09D Storm Sewer Improvements	\$ 313,685.50	\$ 326,558.00
C	CP 2015-09D College Trail Berm Reconstruction	\$ 29,931.00	\$ 31,787.00
D	CP 2015-09D Water Main Improvements	\$ 176,220.00	\$ 151,869.00
E	CP 2015-09D Sanitary Sewer Improvements	\$ 30,525.00	\$ 23,000.00
1	CP 2015-09D 80th Street Crossing	\$ 24,456.00	\$ 28,344.40
F	CP 2018-08 Fire Station No. 2 Water Main Improvements	\$ 19,175.00	\$ 17,975.00
G	CP 2018-08 Fire Station No. 2 Sanitary Sewer Improvements	\$ 14,950.00	\$ 12,990.00
H	CP 2018-11 Fire Station No. 2 Fiber Optic Improvements	\$ 1,150.00	\$ -
Total Base Cost		\$ 3,329,897.50	\$ 3,203,047.12
Change Order No. 2 (Schedules F, G, and H)		\$ 35,275.00	\$ 30,965.00
Change Order No. 4		\$ 81,915.75	\$ 81,915.75
Change Order No. 7		\$ 33,934.04	\$ 33,934.04
Total Contract Amount		\$ 3,481,022.29	
Contract Work Completed To Date			\$ 3,349,861.91
Retainage		0.25%	\$ 8,374.65
Previous Payments			\$ 3,316,363.30
Amount Due This Partial Payment #14			\$ 25,123.96

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Rejection of Bids for VMCC Grove Aquatic Facility Filtration Project

Meeting Date: January 27, 2020
 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

Reject bids received on Thursday, January 16, 2020 for the Veterans Memorial Community Center Pool Equipment Upgrade project.

SUMMARY

The City opened sealed bids for the VMCC/Grove pool filtration project on January 16, 2020 at 9:00am. The City received two bids for the project as follows:

	Base Bid	Alternate
Global Specialty Contractors, Inc.	\$780,000	\$8,000 deduct
Aqua Logic, Inc.	\$780,000	\$20,000 deduct
US Aquatics (engineers estimate)	\$465,000	

Base bid split the project timeline between the lap/dive pool and the splash/spa pool
 The alternate allowed all the pools to be completed at the same time

We plan to accomplish replacement of controllers, conversion of the chemical feed process and the replacement of pumps on a smaller scale by hiring qualified contractors to accomplish the work. The replacement of the pool filters and ultraviolet equipment will be rebid and accomplished in 2021 or 2022 buy giving contractors more time to schedule the work. The pricing was high based on the current workload of contractors and their ability to get the work done within the timeframes outlined in our bid package.

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

RESOLUTION NO. _____

**RESOLUTION REJECTING BIDS FOR
VETERANS MEMORIAL COMMUNITY CENTER POOL EQUIPMENT UPGRADE**

WHEREAS, the City of Inver Grove Heights worked with US Aquatics (engineer) to develop plans and specifications for the project; and

WHEREAS, sealed bids were opened on Thursday, January 16, 2020 at 9:00am and read aloud; and

WHEREAS, the low bid submitted by Aqua Logic was \$295,000 (63%) over the engineers estimate; and

WHEREAS, the only other bid submitted by Global Specialty Contractors was \$307,000 (66%) over the engineers estimate; and

NOW, THEREFORE, BE IT RESOLVED the City of Inver Grove Heights rejects the bids received for the Veterans Memorial Community Center Pool Equipment Upgrade project.

Adopted by the City Council of Inver Grove Heights this 27th day of January 2020.

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

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

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: January 23, 2020
RE: Coal Tar Litigation – January 27, 2020 Council Meeting

Section 1. Background. The City of Inver Grove Heights and ten other cities have commenced a lawsuit generally referred to as the coal tar litigation. Under the Legal Services Agreement the law firm of Gray, Plant, Mooty & Bennett, P.A. (GPM) was initially named as the “local counsel” to represent the cities. The law firm of GPM has withdrawn as local counsel. The law firm of Zimmerman Reed has agreed to accept the role of local counsel.

The Zimmerman Reed firm has a high reputation and is nationally recognized as a leading law firm in the area of tort law and damage recovery.

Section 2. Council Action. Attached is a resolution naming the Zimmerman Reed firm as local counsel with respect to the coal tar litigation matter.

Attachment

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE LAW FIRM OF ZIMMERMAN REED AS LOCAL
COUNSEL FOR THE COAL TAR LITIGATION
(FEDERAL COURT CASE NO. 18-CV-3495)**

WHEREAS, the City of Inver Grove Heights and ten other cities have commenced a lawsuit generally referred to as the coal tar litigation.

WHEREAS, under the Legal Services Agreement the law firm of Gray, Plant, Mooty & Bennett, P.A. (GPM) was initially named as the “local counsel” to represent the cities.

WHEREAS, the law firm of GPM has withdrawn as local counsel.

WHEREAS, the law firm of Zimmerman Reed has agreed to accept the role of local counsel.

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

1. With regard to the coal tar litigation, the City of Inver Grove Heights accepts Zimmerman Reed as local counsel under the Legal Services Agreement.
2. The Mayor and City Clerk are authorized and directed to execute the attached letter agreement which consents to the appointment of Zimmerman Reed as local counsel for the City in the coal tar litigation.

Passed this 27th day of January, 2020.

George Tourville, Mayor

Attest:

Rebecca Kiernan, City Clerk

December 20, 2019

Via E-Mail

JUNE P. HOIDAL
Admitted in Minnesota
June.Hoidal@zimmreed.com

REPLY TO MINNEAPOLIS

RE: Coal Tar Litigation (*In re Municipal Stormwater Pond*, Case No. 18-cv-3495)

Dear Inver Grove Heights:

As the new member of the legal team representing the City in the coal tar litigation, we again express our appreciation of being involved in this important issue. We look forward to working together.

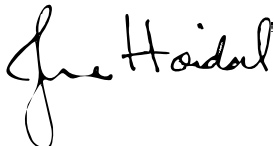
As part of that representation, we are following up on the Legal Services Agreement (“Agreement”). Currently, the Agreement documents the City’s retention of the legal team of Weitz & Luxenberg, Super Law Group, and Gray Plant Mooty. Since the City has approved our firm stepping in to replace Gray Plant Mooty, we wanted to formalize that change in an amendment, consistent with the terms of the Agreement.

Accordingly, we are confirming that, by this letter, our firm and the City are consenting to Zimmerman Reed representing the City in the coal tar litigation, consistent with the terms of the Agreement. To formalize this modification, we ask that you countersign this letter below, confirming the City’s consent to our representation.

Thank you—and best wishes for the holidays.

Best regards,

ZIMMERMAN REED LLP



June Pineda Hoidal

CITY OF INVER GROVE HEIGHTS

By: _____

(Title) **Mayor**

By: _____

(Title) **City Clerk**

Dated: _____

Dated: _____

cc (via email):

Robin Greenwald, Diana Gjonaj (Weitz & Luxenberg)

Edan Rotenberg (Super Law Group)

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
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DEBRA M. NEWEL
CASSANDRA J. BAUSTISTA

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: January 23, 2020
RE: Resolution Memorializing Reasons for Denial relating to CUP request for Cahill Storage (Adams French LLC) – January 27, 2020 Council Meeting

Section 1. Background. Minn. Stat. 15.99 requires that the Council memorialize the findings of fact and reasons for denial that were given to deny land use applications.

Section 2. Council Action. Attached to this memo is the *Resolution Memorializing The Findings Of Fact And Reasons For Denial Relating To The Requests Of Adams French LLC For A Conditional Use Permit To Allow A Mini-Storage Facility And For A Conditional Use Permit To Allow Impervious Surface To Exceed 25% Within The Shoreland Overlay District Of Simley Lake (City Planning Case No. 19-45C)*.

Attachment

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

RESOLUTION NO. _____

**A RESOLUTION MEMORIALIZING THE FINDINGS OF FACT
AND REASONS FOR DENIAL RELATING TO THE REQUESTS OF ADAMS FRENCH
LLC FOR A CONDITIONAL USE PERMIT TO ALLOW A MINI-STORAGE
FACILITY AND FOR A CONDITIONAL USE PERMIT TO ALLOW IMPERVIOUS
SURFACE TO EXCEED 25% WITHIN THE SHORELAND OVERLAY
DISTRICT OF SIMLEY LAKE
(CITY PLANNING CASE NO. 19-45C)**

WHEREAS, Adams French LLC (Applicant) applied to the City of Inver Grove Heights for a conditional use permit to allow a mini-storage facility and for a conditional use permit to allow impervious surface to exceed 25% within the shoreland overlay district of Simley Lake for property located at 7855 Cahill Avenue (the Property).

WHEREAS, the Property is legally described as Lot 1, Krech's Valley View, according to the recorded plat, Dakota County, Minnesota.

WHEREAS, the Property is zoned B-3, General Business and a mini-storage operation is a conditional use in that zoning district.

WHEREAS, 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.

WHEREAS, the Property abuts Cahill Avenue.

WHEREAS, Cahill Avenue is a major commercial area within the City.

WHEREAS, on January 13, 2020, at a regular Council meeting, a motion was made by Councilmember Bartholomew and seconded by Mayor Tourville to approve a resolution approving a conditional use permit for a mini-storage facility on the Property subject to the seven conditions stated in the prepared resolution. The motion failed by a vote of 2 to 3. Those voting for the motion were Councilmember Bartholomew and Mayor Tourville. Those voting against the motion were Councilmembers Piekarski Krech, Perry and Dietrich.

WHEREAS, the Inver Grove Heights City Council is a multi-member governing body consisting of five members.

WHEREAS, Minn. Stat. § 15.99 provides that when a motion to approve a request fails for any reason, the failure shall constitute a denial of the request and those voting against the motion must state on the record their reasons why they oppose the request.

WHEREAS, Minnesota Statutes § 15.99, Subd. 2(b) provides in part as follows:

When a vote on a resolution or properly made motion to approve a request fails for any reason, the failure shall constitute a denial of the request provided that those voting against the motion state on the record the reasons why they oppose the request. A denial of a request because of a failure to approve a resolution or motion does not preclude an immediate submission of a same or similar request.

WHEREAS, contemporaneously with the vote on the motion, each of the Councilmembers voting to deny the conditional use permit articulated findings of fact and reasons for the denial.

WHEREAS, at the January 13, 2020 Council meeting, the three Councilmembers who voted against the conditional use permit articulated findings of fact and reasons for denial and those reasons were made a part of the record. The findings of fact and reasons for denial stated by the three Councilmembers constitute the City's findings of fact and reasons for denial. The findings of fact and reasons for denial as so identified and stated by the three Councilmembers on January 13, 2020, were as follows:

- 1.) Councilmember Piekarski Krech stated findings of fact and reasons for denial as follows:
 - a. Cahill Avenue has been identified by the City as perhaps the most important roadway in the City. It has been called the "main street". It is the focal point of activity and commerce. It has been referred to as the "jewel" of the City.
 - b. The City has invested heavily in Cahill Avenue to enhance its attractiveness in order to entice customers and the general public to the area.
 - c. The City has installed streetscapes and has enhanced improvements along Cahill Avenue to make it an attractive destination.
 - d. A storage facility attracts little traffic and very little activity. Such a facility does not create an atmosphere of vitality or bustling activity.
 - e. A storage facility does not attract a substantial number of frequent customers.
 - f. A storage facility is not appropriate for Cahill Avenue.
 - g. A storage facility does not fit the objective of creating a bustling commerce corridor for Cahill Avenue and does not fit the scope of what the City wants to see developed along Cahill Avenue.
- 2.) Councilmember Perry stated findings of fact and reasons for denial as follows:
 - a. Councilmember Perry confirmed that her findings of fact and reasons for denial were the same as those articulated by Councilmember Piekarski Krech.
- 3.) Councilmember Dietrich stated findings of fact and reasons for denial as follows:

- a. A storage facility is not a good fit for what she considers to be the City's main corridor, namely, Cahill Avenue.
- b. A storage facility is inconsistent as a use with the theme of associating Cahill Avenue with the concept of a main corridor for business and commerce.
- c. A storage facility on Cahill Avenue would not be smart business.

WHEREAS, at the January 13, 2020 Council meeting, after the three Councilmembers stated their findings of fact and reasons for denial, the Council then addressed the second application for a conditional use permit for the Property to allow impervious surface to exceed 25% within the shoreland overlay district of Simley Lake.

WHEREAS, with respect to the application for conditional use permit to allow impervious surface to exceed 25% within the shoreland overlay district of Simley Lake, the Council noted that the application and the plans were specific in nature and inextricably tied to the application for conditional use permit for a mini-storage facility. Without the mini-storage, the plans are not applicable. The plans are moot because they were designed for only one specific use and are not generic. A motion was made by Councilmember Bartholomew and seconded by Councilmember Piekarski Krech to deny the conditional use permit to allow impervious surface to exceed 25% within the shoreland overlay district of Simley Lake for the reasons that the plans submitted are particularized for a mini-storage facility that has been denied and the plans are therefore moot since no other use has been proposed for the Property and there is no need for a stormwater plan at this time without an identified use.

NOW, THEREFORE, BE IT RESOLVED:

That the City Council of Inver Grove Heights does hereby memorialize and confirm that the above findings of fact and reasons for denial constitute the findings of fact and reasons for denial set forth by the Councilmembers when the Council, by separate motions, effectively denied the application. The findings and reasons for denial as stated above are hereby made the City's findings of fact and reasons for denial.

Passed this 27th day of January, 2020.

George Tourville, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION DECLARING THAT NO FACTUAL BASIS EXISTS WITH RESPECT
TO ALLEGATIONS AGAINST CITY ADMINISTRATOR JOE LYNCH**

WHEREAS, at the January 13, 2020 Council meeting, the City Council engaged in preliminary consideration of certain allegations against City Administrator Joe Lynch.

WHEREAS, the allegations are classified as private data under the Minnesota Data Practices Act.

WHEREAS, the Council has reviewed the allegations and the associated data relating thereto.

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

1. The Council hereby finds and declares that the allegations do not have a factual basis.
2. The Council determines that further exploration or investigation of the allegations is not warranted.

Passed this 27th day of January, 2020.

George Tourville, Mayor

Attest:

Rebecca Kiernan, City Clerk